

BOARD OF SELECTMEN  
Edward H. Dlott Meeting Room  
AGENDA  
June 26, 2017  
6:00 PM

Open Session Begins at 7:00 PM

EXECUTIVE SESSION

Real Property

ANNOUNCEMENTS

WHAT'S NEW

CITIZEN'S CONCERNS

CONSENT AGENDA

1. Approve Requests for Exemption from Town Bylaws Article 41, Section 4
  - a. Amy Fitzgerald (ASAP Assistant Instructor/Rec & Parks Summer Employment)
  - b. Xavier Perez (ASAP After School Staff/Rec & Parks Summer Employment)
  - c. Megan Pacheco (ASAP Coordinator/Rec & Parks Summer Employment)
2. Approve Requests to Occupy a Public Way
  - a. Maltby & Co: Elm Street 7/11/17 (Rain Date: 7/12/17)
  - b. Facilities Department: Church Street 7/22/17 (Rain Date: 7/29/17)
3. Signed Warrants Review - 6/20/17
4. Approve Banner Request-Flutie 5K for Autism-9/11-9/17/17
5. Approve Strivers Jingle Bell Family Run-12/3/17
6. Approve Jefferson Street Block Party 7/22/17
7. Approve Declaration of Surplus Equipment
8. Confirm Town Administrator's Appointments to the Personnel Board
  1. Sue Shea - New Appointment Term Expiring 5/31/20
  2. Alan Rosenman - Reappointment Term Expiring 5/31/20
9. Reappointments to Boards and Committees with Terms Expiring 6/30/2020
  - a. William Alfano - Economic Development Committee
  - b. E. Scott Laughlin - Economic Development Committee

- c. Gerald Shusterman - Audit Advisory Committee
  - d. Michael Downey - Conservation Commission
  - e. Ruth Fox - Bacon Free Library Maintenance Committee
  - f. Linda Vitagliano - Community Services Advisory Committee
  - g. Salvatore Pandolfo - Council on Aging
  - h. Swati Dave - Cultural Council (Term Expires 6/30/19)
  - i. Maureen Sullivan - Historical Commission
  - j. Edward Doherty - Lookout Farm Advisory Committee
  - k. Lenore Freitas - Mathworks Scholarship Committee
  - l. Terri Evans - Open Space Advisory Committee
  - m. Sue Shea - Recreation & Parks Commission
  - n. Joshua Ostroff - Transportation Advisory Committee
10. Approve Selectmen Meeting Minutes-June 12, 2017 & June 21, 2017
  11. Authorize Chair to Sign a Letter to MassDOT RE Rts. 9 & 27 Public Hearing

#### APPOINTMENTS

12. Mole Sauce Inc., Application for a Common Victualer's License
13. Public Hearing: Application for an On-Premises All Alcohol License - Mole Sauce, Inc.
14. Procurement Officer: Contracts
  - a. Shaw Park Pillars
  - b. Recreation & Parks Transportation
  - c. MWRTA Contract Extension for the Elderly and Disabled Transportation Services
  - d. Fire Chief Assessment Center RFP
  - e. Parking Garage RFQ
15. James Everett, Chair, Fire Chief Screening Committee
  - a. Authorization to Release Fire Chief Consulting Services RFP
  - b. Discussion Regarding Fire Chief Vacancy Advertisement
16. Natick Affordable Housing Trust: Authorize HOME Funding for 4 Cottage Street
17. Deputy Town Administrator of Finance: Risk Assessment Policy

#### DISCUSSION AND DECISION

18. Camp Arrowhead Update
19. Discussion Regarding Zoning By-Law Review Committee
20. Selectmen Policy Regarding 5-Year Street Opening Moratorium
21. Town Administrator Screening Committee



- 22. Chief of Police - Five-Year Contract
- 23. Town Administrator - One-Year Contract Extension
- 24. Senior Housing Policy Discussion
- 25. Natick Pegasus Contract

TOWN ADMINISTRATOR NOTES

SELECTMEN'S CONCERNS

CORRESPONDENCE

Correspondence 6/26/17

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**ITEM TITLE:** Approve Requests for Exemption from Town Bylaws Article 41, Section 4

**ITEM SUMMARY:** a. Amy Fitzgerald (ASAP Assistant Instructor/Rec & Parks Summer Employment)  
b. Xavier Perez (ASAP After School Staff/Rec & Parks Summer Employment)  
c. Megan Pacheco (ASAP Coordinator/Rec & Parks Summer Employment)

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**ATTACHMENTS:**

| <b>Description</b>            | <b>Upload Date</b> | <b>Type</b> |
|-------------------------------|--------------------|-------------|
| Amy Fitzgerald Exemption Form | 6/21/2017          | Cover Memo  |
| Megan Pacheco Exemption Form  | 6/21/2017          | Cover Memo  |
| Xavier Perez Exemption Form   | 6/21/2017          | Cover Memo  |

**DISCLOSURE OF FINANCIAL INTEREST BY MUNICIPAL EMPLOYEE,  
CERTIFICATION BY HEAD OF CONTRACTING AGENCY AND APPROVAL  
AS REQUIRED BY G. L.C.268A §20(b)**

**Note: You are eligible for this exemption only if you meet all of the following requirements:**

Your regular agency is not the contracting agency or an agency that regulates the activities of the contracting agency;  
You do not participate in or have official responsibility for any of the activities of the contracting agency;

The contract was made after public notice or competitive bidding;

You complete, sign, and file with the town or city clerk this disclosure form;

**And, if the contract is for your personal services:**

The services will be provided outside your normal municipal working hours;

The services are not required as part of your regular duties as a municipal employee;

You are compensated for the services for not more than 500 hours during a calendar year;

The head of the contracting agency completes and signs the certificate below.

The city or town council, board of aldermen, or board of selectmen approve this exemption from §20 below.

|  |                         |
|--|-------------------------|
| Name:  | Amy Fitzgerald          |
| Title or Position:   | Assistant Instructor    |
| Agency/Department:   | Natick ASAP             |
| Office Phone:  | 508-647-6400 EXT. 2882  |
| Contracting<br>municipal agency:                           | Recreation and Parks    |
| Contract is for:   | Summer employment       |
| Financial interest of<br>employee and<br>immediate family: | Less than \$5000 / year |
| Employee<br>Signature:                                     | Amy Fitzgerald          |
| Date:  |                         |

**CERTIFICATE BY HEAD OF CONTRACTING AGENCY  
(if contract is for municipal employee's personal services)**

I certify that no employee of my agency is available to perform the contract services described above as part of his or her regular duties.

|               |                      |
|---------------|----------------------|
| Name:         | Varen Pectaris       |
| Agency:       | Recreation and Parks |
| Office Phone: | 508-647-6532         |
| Signature:    | [Signature]          |
| Date:         | 6/21/17              |

**APPROVAL OF EXEMPTION  
(if contract is for municipal employee's personal services)**

The city or town council, board of aldermen, or board of selectmen approve this exemption from §20.

|            |  |
|------------|--|
| Signature: |  |
| Date:      |  |

After disclosure (and certification and approval, if needed) are completed and signed,  
file this form with the city or town clerk.  
Attach additional pages if necessary.

**DISCLOSURE OF FINANCIAL INTEREST BY MUNICIPAL EMPLOYEE,  
CERTIFICATION BY HEAD OF CONTRACTING AGENCY AND APPROVAL  
AS REQUIRED BY G. L.C.268A §20(b)**

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- You do not participate in or have official responsibility for any of the activities of the contracting agency;
- The contract was made after public notice or competitive bidding;
- You complete, sign, and file with the town or city clerk this disclosure form;

**And, if the contract is for your personal services:**

- The services will be provided outside your normal municipal working hours;
- The services are not required as part of your regular duties as a municipal employee;
- You are compensated for the services for not more than 500 hours during a calendar year;
- The head of the contracting agency completes and signs the certificate below.
- The city or town council, board of aldermen, or board of selectmen approve this exemption from §20 below.

|  |                      |
|--|----------------------|
| Name:  | Megan Pacheco        |
| Title or Position:                                   | ASAP - coordinator   |
| Agency/Department:                                   | Public Schools       |
| Office Phone:  |                      |
| Contracting municipal agency:                        | Recreation and Parks |
| Contract is for:                                     | Summer employment    |
| Financial Interest of employee and immediate family: | Less than \$5,000/yr |
| Employee Signature:                                  | M. Pacheco           |
| Date:  | 06/12/17             |

**CERTIFICATE BY HEAD OF CONTRACTING AGENCY  
(if contract is for municipal employee's personal services)**

**I certify that no employee of my agency is available to perform the contract services described above as part of his or her regular duties.**

|               |                    |
|---------------|--------------------|
| Name:         | Karen Portogio     |
| Agency:       | Recreation + Parks |
| Office Phone: | 508-647-6532       |
| Signature:    | [Signature]        |
| Date:         | 6/12/17            |

**APPROVAL OF EXEMPTION  
(if contract is for municipal employee's personal services)**

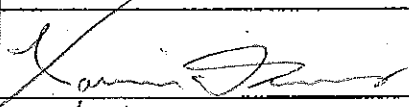
**The city or town council, board of aldermen, or board of selectmen approve this exemption from §20.**

|            |  |
|------------|--|
| Signature: |  |
| Date:      |  |

**After disclosure (and certification and approval, if needed) are completed and signed;  
file this form with the city or town clerk.  
Attach additional pages if necessary.**

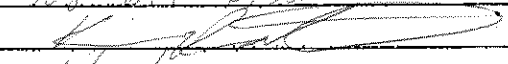
**DISCLOSURE OF FINANCIAL INTEREST BY MUNICIPAL EMPLOYEE,  
CERTIFICATION BY HEAD OF CONTRACTING AGENCY AND APPROVAL  
AS REQUIRED BY G. L.C.268A §20(b)**

**Note:** You are eligible for this exemption only if you meet all of the following requirements:  
 Your regular agency is not the contracting agency or an agency that regulates the activities of the contracting agency;  
 You do not participate in or have official responsibility for any of the activities of the contracting agency;  
 The contract was made after public notice or competitive bidding;  
 You complete, sign, and file with the town or city clerk this disclosure form;  
**And, if the contract is for your personal services:**  
 The services will be provided outside your normal municipal working hours;  
 The services are not required as part of your regular duties as a municipal employee;  
 You are compensated for the services for not more than 500 hours during a calendar year;  
 The head of the contracting agency completes and signs the certificate below.  
 The city or town council, board of aldermen, or board of selectmen approve this exemption from '20 below.

|  |   |
|--|---|
| Name:  | Xavier A Perez  |
| Title or Position:                                   | After School Staff  |
| Agency/Department:                                   | ASA P @ Brown School  |
| Office Phone:  | 508-647-7400 x 2882   |
| Contracting municipal agency:                        | Recreation & Parks  |
| Contract is for:                                     | Summer Employment   |
| Financial Interest of employee and immediate family: | Less than \$5,000/year  |
| Employee Signature:                                  |  |
| Date:  | 6/16/17   |

**CERTIFICATE BY HEAD OF CONTRACTING AGENCY**  
 (if contract is for municipal employee's personal services)

I certify that no employee of my agency is available to perform the contract services described above as part of his or her regular duties.

|               |   |
|---------------|---|
| Name:         | Karen Patterson   |
| Agency:       | Town of Weymouth  |
| Office Phone: | 508-647-6532  |
| Signature:    |  |
| Date:         | 6/19/17   |

**APPROVAL OF EXEMPTION**  
 (if contract is for municipal employee's personal services)

The city or town council, board of aldermen, or board of selectmen approve this exemption from §20.

|            |  |
|------------|--|
| Signature: |  |
| Date:      |  |

After disclosure (and certification and approval, if needed) are completed and signed,  
 file this form with the city or town clerk.  
 Attach additional pages if necessary.

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**ITEM TITLE:** Approve Requests to Occupy a Public Way  
**ITEM SUMMARY:** a. Maltby & Co: Elm Street 7/11/17 (Rain Date: 7/12/17)  
b. Facilities Department: Church Street 7/22/17 (Rain Date: 7/29/17)

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**ATTACHMENTS:**

| <b>Description</b>                                      | <b>Upload Date</b> | <b>Type</b> |
|---|--------------------|-------------|
| Maltby & Co-Request & Police Approval with Stipulations | 6/21/2017          | Cover Memo  |
| Facilities-Request & Police Approval with Stipulations  | 6/21/2017          | Cover Memo  |

6/14/2017

Dear Selectman-

I am writing this letter to request permission to close Elm St. on July 11<sup>th</sup> for tree removal. Maltby & Co. will need to stage heavy equipment in the road to safely remove two trees located at the rear of number eleven. A police detail will be present during operations and proper signs and cones will set up. A portion of Elm street will be blocked for approximately four hours. The neighbors will be notified and the rain day will be July 12<sup>th</sup>.

Please contact me with any questions

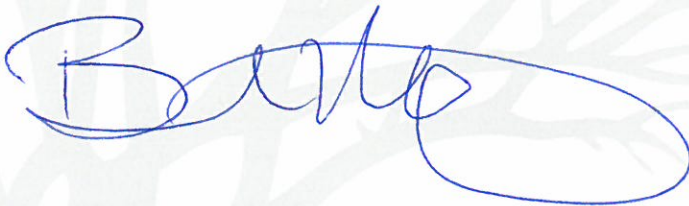
Thank You

Brandon Maltby

MCA

[Brandon@maltbytree.com](mailto:Brandon@maltbytree.com)

781-344-3900



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 **11 Elm St..pdf**  
202K

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

Wed, Jun 14, 2017 at 3:24 PM

Hi Brian. Recommendations?

[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

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 **11 Elm St..pdf**  
202K

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

Fri, Jun 16, 2017 at 8:34 AM

Patricia,

Recommend approval with the understanding that all the residents on the street are notified in advance by the contractor that the work is being done and roadway scheduled to be closed (if approved.) We would not be requiring a police detail if proper road closure barricades/cones/signage are in place.

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]





Patricia O'Neil <poneil@natickma.org>

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## july 22nd Church st.

7 messages

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**Kevin Coxall** <kcoxall@natickma.org> Tue, Jun 20, 2017 at 3:11 PM  
To: Patricia O'Neil <poneil@natickma.org>  
Cc: Ron Rutkowski <rrutkowski@natickma.org>, Kevin Coxall <kcoxall@natickma.org>, James Kane <jkane@natickma.org>, Maurice Richard <mrichard@natickma.org>

We would like to ask for permission to close the road again to do the rooftop units on July 23rd with a rain date of July 30th. Thanks

--  
KEVIN COXALL  
TOWN OF NATICK  
FACILITIES SERVICES MANAGER  
(508)647-6400 X 1504  
[kcoxall@natickma.org](mailto:kcoxall@natickma.org)

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**Kevin Coxall** <kcoxall@natickma.org> Tue, Jun 20, 2017 at 3:14 PM  
To: Patricia O'Neil <poneil@natickma.org>  
Cc: Ron Rutkowski <rrutkowski@natickma.org>, Kevin Coxall <kcoxall@natickma.org>, James Kane <jkane@natickma.org>, Maurice Richard <mrichard@natickma.org>

It would be from 7am until 11am with a police detail. Thanks  
[Quoted text hidden]

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**Kevin Coxall** <kcoxall@natickma.org> Tue, Jun 20, 2017 at 3:38 PM  
To: Patricia O'Neil <poneil@natickma.org>  
Cc: Ron Rutkowski <rrutkowski@natickma.org>, Kevin Coxall <kcoxall@natickma.org>, James Kane <jkane@natickma.org>, Maurice Richard <mrichard@natickma.org>

My mistake. Those should be Saturday dates. July 22 and July 29th. Sorry.  
[Quoted text hidden]

---

**Patricia O'Neil** <poneil@natickma.org> Tue, Jun 20, 2017 at 4:10 PM  
To: Brian Lauzon <lauzon@natickpolice.com>

Hi Brian. Recommendations?  
[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](mailto:poneil@natickma.gov)  
[www.natickma.gov](http://www.natickma.gov)

---

**Brian Lauzon** <lauzon@natickpolice.com> Wed, Jun 21, 2017 at 12:07 AM  
To: Patricia O'Neil <poneil@natickma.org>

Donna,

Just want to make sure we have the right day as these both are Sundays and I thought the last time we did this it was a Saturday? Otherwise I would recommend approval with the understanding that notifications be made to Everett's Funeral Home and St. Pauls Church. Also, I would request that one police detail officer be hired.

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]

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

Wed, Jun 21, 2017 at 10:13 AM

Hi Brian. It's July 22 and July 29 -- both Saturdays. The first email from Kevin gives the wrong dates but he corrects the dates in a following email.

[Quoted text hidden]

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

Wed, Jun 21, 2017 at 10:24 AM

Both days have no conflicts right now. I just want to see them coordinate with Everett's and St. Pauls.

[Quoted text hidden]

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**ITEM TITLE:** Signed Warrants Review - 6/20/17

**ITEM SUMMARY:**

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**ATTACHMENTS:**

| <b>Description</b>     | <b>Upload Date</b> | <b>Type</b> |
|------------------------|--------------------|-------------|
| Warrant Review 6/20/17 | 6/20/2017          | Cover Memo  |



Office of the Comptroller

*Town of Natick*  
*Massachusetts* 01760

Date: June 20, 2017

From: Arti Mehta  
Comptroller

To: Board of Selectmen

Subject: Warrant Review – June.....

In accordance with Board of Selectmen's procedures, the Chairperson reviewed and signed the following warrants:

| <b>Warrant Type</b> | <b>Warrant Number</b> | <b>Date Signed</b> | <b>Amount</b>  |
|---------------------|-----------------------|--------------------|----------------|
| Accounts Payable    | 2017-53S              | 06/20/2017         | \$464,891.98   |
| Accounts Payable    | 201753SB              | 06/20/2017         | \$458,283.55   |
| Accounts payable    | 2017-53T              | 06/20/2017         | \$373,455.65   |
| Accounts Payable    | 2017-53R              | 06/20/2017         | \$ 24,495.31   |
| Accounts Payable    | 201753NC              | 06202017           | \$731,834.66   |
| Payroll             | 2017-53P              | 06/20/2017         | \$3,062,200.54 |

If you wish to review the details regarding any of these warrants please feel free contact this office.

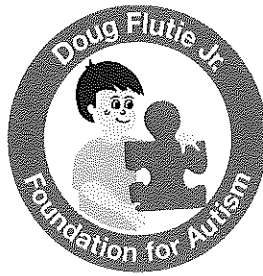
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**ITEM TITLE:** Approve Banner Request-Flutie 5K for Autism-9/11-9/17/17  
**ITEM SUMMARY:**

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**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| Request            | 6/19/2017          | Cover Memo  |



RECEIVED

JUN 9 2017

BOARD OF SELECTMEN  
NATICK, MA

June 5, 2017

Mr. Richard Jennett Jr., Chairman  
Natick Board of Selectman  
13 East Central Street  
Natick, MA 01760

Dear Mr. Jennett,

I am reaching to you and The Board or Selectman to request permission to hang a banner in Natick Center that will be announcing the 18th Annual Flutie 5K to be held on Sunday, October 1, 2017 at 11:20 am.

This is one of Eastern Massachusetts' best family events, supporting the Doug Flutie, Jr. Foundation for Autism, one of the region's most generous and effective autism advocates. The Flutie 5k has raised \$1,000,000 over the years to support educational, therapeutic and recreational interventions for people living with autism. We hope to attract 1000 runners and walkers this year.

With the Board's approval, I will like to request one of the weeks listed below for display of the banner. The weeks are listed in preference order.

- Monday, September 11th - Monday, September 18th
- Monday, September 18th - Monday, September 25th

The Doug Flutie Jr. Foundation is fully insured and we will provide the Town with a certificate of insurance naming "The Town of Natick" as insured once the date is approved. I will also be providing certificates of insurance to both Fair of Fair & Yeager Insurance and JBG Corporation for the the week the banner is approved for.

Thank you again for your time and willingness to support this race. I look forward to speaking with you again soon.

Sincerely,

Colleen Phelps  
STRIVERS Inc. - Race Director  
8 Deer Path, Natick MA 01760  
508-341-7728

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**ITEM TITLE:** Approve Strivers Jingle Bell Family Run-12/3/17  
**ITEM SUMMARY:**

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**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| Request            | 6/20/2017          | Cover Memo  |
| Police Approval    | 6/20/2017          | Cover Memo  |

# NATICK'S JINGLE BELL RUN



June 12, 2017

Mr. Richard Jennett Jr., Chairman  
Natick Board of Selectman  
13 East Central Street  
Natick, MA 01760

Dear Mr. Jennett,

I am reaching out to you and The Board or Selectman to ask for your consideration to permit STRIVERS Running Club for Girls to host Natick's 8th Annual Jingle Bell Family Fun Run on Sunday, December 3rd, 2017.

This home town favorite road race has raised more than \$40,000 for *The Natick Service Council* thanks to our supportive community and the generosity of our sponsors and contributors.

Our mission continues to be to bring together the Natick community in a fun, family, festive-event that will help to raise funds so that we may assist families in our community who are less fortunate during the Holiday season. This year we are excited that our race will also help to benefit another local organization that helps Natick families in need, A Place To Turn.

With best wishes and sincere appreciation,



Colleen Phelps  
Founder and Coach  
STRIVERS Running Club for Girls  
[www.striversrunningclub.com](http://www.striversrunningclub.com)  
8 Deer Path, Natick, MA 01760  
508-341-7728

Presented by

**STRIVERS**  
Running Club for Girls 







Patricia O'Neil <poneil@natickma.org>

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## Strivers Jingle Bell Family Run 12/3/17

2 messages

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

Mon, Jun 19, 2017 at 12:36 PM

Hi 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



**Strivers Jingle Bell Family Run-12.03.17.pdf**  
33K

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

Mon, Jun 19, 2017 at 3:12 PM

Trish,

We would recommend favorably to the BOS that they approve this request. This is one of three road races that Mrs. Phelps facilitates in town annually and we have and continue to collaborate with her and her team in the planning process of each.

Respectfully,

Lt. Brian G. Lauzon  
[Quoted text hidden]

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**ITEM TITLE:** Approve Jefferson Street Block Party 7/22/17  
**ITEM SUMMARY:**

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**ATTACHMENTS:**

| <b>Description</b>                | <b>Upload Date</b> | <b>Type</b> |
|-----------------------------------|--------------------|-------------|
| Request                           | 6/20/2017          | Cover Memo  |
| Police Approval with Stipulations | 6/20/2017          | Cover Memo  |

6/14/2017

Dear Selectmen,

I am writing to you to request permission to hold the 5th annual Jefferson Street block party. We would like to block off the roads at the intersection of Jefferson Street and Cottage Street and Jefferson Street and School Street Extension.

The time and date will be July <sup>22, 2017</sup>~~23, 2016~~ from 12:00 PM to 10:00 PM. For the last 4 years we have gone to the Police Department to grab orange cones to block off the streets. I will do the same again this year.

Best regards,



Tom Orlando

617-710-2142

[thomas.orlando@gmail.com](mailto:thomas.orlando@gmail.com)



Patricia O'Neil <poneil@natickma.org>

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## Jefferson Street Block Party 7/22/17

2 messages

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

Tue, Jun 20, 2017 at 2:31 PM

Hi Brian -- your recommendations? Note the 10 PM end time.

--

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



Jefferson Street Block Party 07.22.17.pdf

17K

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

Tue, Jun 20, 2017 at 3:33 PM

Trish,

Recommend approval with Jefferson Street being blocked at Cottage Street and School Street Ext. along with the following stipulations:

- Public Safety Dispatch (508-647-9500) to be notified when the roadway is going to be closed, and again when it is re-opened. All roadways shall be opened no later than 8pm.
- Nothing be erected or placed in the roadway that cannot be easily removed in the event an emergency response is needed
- Residents in the affected area to be notified in writing prior to the event date
- Nothing be placed on, or around a fire hydrant that cannot be easily moved. Fire hydrants shall not be blocked.

Additionally:

- Traffic cones and/or barricades may be checked out from Police Headquarters the morning of the event, and returned immediately following.

Reminder:

- All laws relative to alcoholic beverages including the possession/carrying of same remain in effect.

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]

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**ITEM TITLE:** Approve Declaration of Surplus Equipment

**ITEM SUMMARY:**

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**ATTACHMENTS:**

| <b>Description</b>                | <b>Upload Date</b> | <b>Type</b> |
|-----------------------------------|--------------------|-------------|
| List of Surplus Equipment 6/26/17 | 6/22/2017          | Cover Memo  |

[illegible]

|                            |         |                  |
|----------------------------|---------|------------------|
| Thhre Drawer Vertical File | Global  | Putty Legal Size |
| Thhre Drawer Vertical File | Global  | Putty Legal Size |
| Thhre Drawer Vertical File | Global  | Putty Legal Size |
| Thhre Drawer Vertical File | Global  | Putty Legal Size |
| Thhre Drawer Vertical File | Global  | Putty Legal Size |
| Two Drawer Lateral File    | Unknown | Putty Legal Size |
| Two Drawer Lateral File    | Unknown | Putty Legal Size |



SN#

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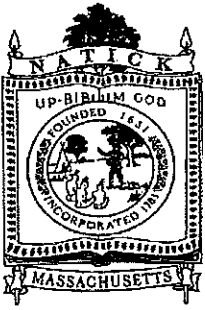
**ITEM TITLE:** Confirm Town Administrator's Appointments to the Personnel Board

**ITEM SUMMARY:** 1. Sue Shea - New Appointment Term Expiring 5/31/20  
2. Alan Rosenman - Reappointment Term Expiring 5/31/20

---

**ATTACHMENTS:**

| <b>Description</b>               | <b>Upload Date</b> | <b>Type</b> |
|----------------------------------|--------------------|-------------|
| Sue Shea Appointment Letter      | 6/22/2017          | Cover Memo  |
| Alan Rosenman Appointment Letter | 6/22/2017          | Cover Memo  |
| Alan Rosenman Application        | 6/22/2017          | Cover Memo  |



*Town of Natick*  
*Massachusetts 01760*  
*www/natickma.gov*

Martha L. White  
Town Administrator

William D. Chenard  
Deputy Town Administrator/Operations

John M. Townsend  
Deputy Town Administrator/Finance

June 13, 2017

Sue Shea  
92 Glen Street  
Natick, MA 01760

Dear Sue,

This is to advise you of my intent to appoint you as a member of the Personnel Board. Your appointment shall become effective on the fifteenth day following the Board of Selectmen's meeting of June 26th, unless the Board shall within such period by majority vote of the full board, vote to reject such appointment or has sooner voted to affirm it. Your term will expire May 31, 2020.

Please be aware that before you can vote or officially participate in a meeting as a member of the Commission on Disability, you will need to be sworn into your duties by the Town Clerk. Unless you are sworn in your presence at a meeting does not count toward the required quorum. We encourage you to contact Town Clerk Diane Packer at 508 647-6430 or [dpacker@natickma.org](mailto:dpacker@natickma.org) at your earliest convenience to make arrangements for your swearing in. Also note that you must have this letter with you when you are sworn in by the Town Clerk.

Sincerely,

Martha White  
Town Administrator

CC: Diane Packer, Town Clerk  
Steve Levinsky, Chair  
Richard Tranfaglia, Human Resources Director



*Town of Natick*  
*Massachusetts 01760*  
*[www/natickma.gov](http://www.natickma.gov)*

Martha L. White  
Town Administrator

William D. Chenard  
Deputy Town Administrator/Operations

John M. Townsend  
Deputy Town Administrator/Finance

June 22, 2017

Alan Rosenman  
18 Eliot Hill Road  
Natick, MA 01760

Dear Mr. Rosenman:

This is to advise you of my intent to re-appoint you a member of the Personnel Board. Your appointment shall become effective on the fifteenth day following the Board of Selectmen's meeting of June 26th, unless the Board shall within such period by majority vote of the full board, vote to reject such appointment or has sooner voted to affirm it.

This term to expire June 30, 2020.

Please be aware that before you can vote or officially participate in a meeting as a member of the Personnel Board, you will need to be sworn into your duties by the Town Clerk. Unless you are sworn in your presence at a meeting does not count toward the required quorum. We encourage you to contact Town Clerk Diane Packer at 508 647-6430 or [dpacker@natickma.org](mailto:dpacker@natickma.org) at your earliest convenience to make arrangements for your swearing in. Also note that you must have this letter with you when you are sworn in by the Town Clerk.

Sincerely,

Martha L. White  
Town Administrator

CC: Town Clerk

RECEIVED

MAY 16 2017

## Profile

Alan

First Name

L

Middle Initial

Rosenman

Last Name

BOARD OF SELECTMEN  
NATICK, MA

arosenman18@comcast.net

Email Address

18 Eliot Hill Road

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

Precinct 10

What district do you live in?

508-655-5030

Primary Phone

5083970654

Alternate Phone

Employer

Job Title

RECEIVED  
2017 MAY 15 PM 3:49  
TOWN CLERK-NATICK

Which Boards would you like to apply for?

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☒ Yes ☐ No

Have you ever served on a board, committee, or commission in the Town of Natick?

☒ Yes ☐ No

**If yes, please list name(s) of board, committee or commissions, along with date(s) of service:**

I am a member of the Personnel Board and the Charter and Bylaw Review Committee. Please advise which membership has expired or is expiring.

---

## **Interests & Experiences**

**Why are you interested in serving on a board or commission? Are there any changes you would like to see to these boards, committees and/or commissions?**

no changes requested

**Are you a graduate of the Natick Community Services Citizen's Leadership Academy?**

☒ Yes ☐ No

**Please list any skills or specialized knowledge you can bring to these boards, committees and/or commissions.**

Licensed attorney

**Please list any professional affiliations.**

**Let us know what other specialized interests or hobbies you might have.**

[Upload a Resume](#)

---

**ITEM TITLE:** Reappointments to Boards and Committees with Terms Expiring 6/30/2020

**ITEM SUMMARY:**

- a. William Alfano - Economic Development Committee
- b. E. Scott Laughlin - Economic Development Committee
- c. Gerald Shusterman - Audit Advisory Committee
- d. Michael Downey - Conservation Commission
- e. Ruth Fox - Bacon Free Library Maintenance Committee
- f. Linda Vitagliano - Community Services Advisory Committee
- g. Salvatore Pandolfo - Council on Aging
- h. Swati Dave - Cultural Council (Term Expires 6/30/19)
- i. Maureen Sullivan - Historical Commission
- j. Edward Doherty - Lookout Farm Advisory Committee
- k. Lenore Freitas - Mathworks Scholarship Committee
- l. Terri Evans - Open Space Advisory Committee
- m. Sue Shea - Recreation & Parks Commission
- n. Joshua Ostroff - Transportation Advisory Committee

---

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| Applications       | 6/22/2017          | Cover Memo  |

---

**Profile**

William

First Name

Middle Initial

Alfano

Last Name

bill.alfano@gmail.com

Email Address

139 South Main Street

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

**What district do you live in? \***☒ Precinct 8

Home: (617) 880-9737

Primary Phone

Home:

Alternate Phone

Employer

Job Title

---

**Which Boards would you like to apply for?**

Economic Development Committee: On Agenda

---

**Are you a registered voter in the Town of Natick?**☒ Yes ☐ No

---

**Have you ever attended a Natick town meeting?**☒ Yes ☐ No

---

**Have you ever served on a board, committee, or commission in the Town of Natick?**☒ Yes ☐ No



**If yes, please list name(s) of board, committee or commissions, along with date(s) of service:**

---

Economic Development - 2015-2017 Town Meeting 2017

---

## **Interests & Experiences**

**Why are you interested in serving on a board or commission? Are there any changes you would like to see to these boards, committees and/or commissions?**

---

Want to serve my community

**Are you a graduate of the Natick Community Services Citizen's Leadership Academy?**

---

☐ Yes ☒ No

**Please list any skills or specialized knowledge you can bring to these boards, committees and/or commissions.**

---

Marketing, branding, social media, communication, sponsorship

**Please list any professional affiliations.**

---

**Let us know what other specialized interests or hobbies you might have.**

---

---

Upload a Resume

---

## Profile

E. Scott

First Name

Middle Initial

Laughlin

Last Name

eslaughlin@gmail.com

Email Address

14 Roxbury Avenue

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What district do you live in? \*

☒ Precinct 8

Home: (508) 650-1220

Primary Phone

Home: (617) 510-4150

Alternate Phone

Natick CoWorking

Employer

Managing Partner

Job Title

Which Boards would you like to apply for?

Economic Development Committee: Submitted

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☒ Yes ☐ No

Have you ever served on a board, committee, or commission in the Town of Natick?

☒ Yes ☐ No

**If yes, please list name(s) of board, committee or commissions, along with date(s) of service:**

Revenue Enhancement Task Force 2009-2010, Economic Development Committee 2010 - present (dates are approximate)

---

## **Interests & Experiences**

**Why are you interested in serving on a board or commission? Are there any changes you would like to see to these boards, committees and/or commissions?**

I am a local business and entrepreneur, and I have lived in Natick for 23 years. I am a firm believer that a robust business presence increases real estate value and enhances the quality of life for residents. I have served on the committee for many years, and I look forward to our perspective being blended into the Town's masterplan.

**Are you a graduate of the Natick Community Services Citizen's Leadership Academy?**

☐ Yes ☒ No

**Please list any skills or specialized knowledge you can bring to these boards, committees and/or commissions.**

I have an understanding of what businesses are looking for when they consider Natick. Additionally, I have a background in marketing and communications.

**Please list any professional affiliations.**

MetroWest Chamber of Commerce, SMEI, Marketing Profs

**Let us know what other specialized interests or hobbies you might have.**

Have served in many capacities supporting people with disabilities, primarily fundraising. Level 4 Certified USA Hockey Coach, and have coached up to high school aged boys and girls. Assistant coach at US Nationals in 2013 (U16 Girls).

Laughlin\_Scott\_NP.docx

Upload a Resume

---

**Profile**

Gerald

First Name

Middle Initial

Shusterman

Last Name

jshusterman@verizon.net

Email Address

11 Bacon Street

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

**What district do you live in? \***☒ Precinct 7

Home: (508) 655-6043

Primary Phone

Home: (508) 561-6694

Alternate Phone

Employer

Job Title

---

**Which Boards would you like to apply for?**

Audit Advisory Committee: Submitted

---

**Are you a registered voter in the Town of Natick?**☒ Yes ☐ No

---

**Have you ever attended a Natick town meeting?**☐ Yes ☒ No

---

**Have you ever served on a board, committee, or commission in the Town of Natick?**☒ Yes ☐ No

**If yes, please list name(s) of board, committee or commissions, along with date(s) of service:**

Audit Committee 2012 to current

---

## **Interests & Experiences**

**Why are you interested in serving on a board or commission? Are there any changes you would like to see to these boards, committees and/or commissions?**

Continuing to contribute to the Audit Committee during the period of the rapid changes in reporting and internal control requirements.

**Are you a graduate of the Natick Community Services Citizen's Leadership Academy?**

☐ Yes ☒ No

**Please list any skills or specialized knowledge you can bring to these boards, committees and/or commissions.**

Previously submitted to BOS

**Please list any professional affiliations.**

**Let us know what other specialized interests or hobbies you might have.**

---

Upload a Resume

---

**Profile**Michael

First Name

A

Middle Initial

Downey

Last Name

ursmike@verizon.net

Email Address

109 Oak Street

Street Address

  
Suite or AptNatick

City

MA

State

01760

Postal Code

**What district do you live in? \***☒ Precinct 6Home: (508) 655-2075

Primary Phone

Home: (413) 212-6771

Alternate Phone

Commonwealth of MA

Employer

Forester II

Job Title

---

**Which Boards would you like to apply for?**Conservation Commission: Submitted

---

**Are you a registered voter in the Town of Natick?**☒ Yes ☐ No

---

**Have you ever attended a Natick town meeting?**☒ Yes ☐ No

---

**Have you ever served on a board, committee, or commission in the Town of Natick?**☒ Yes ☐ No

**If yes, please list name(s) of board, committee or commissions, along with date(s) of service:**

---

Conservation Commission July 2015 to June 30, 2017

---

## **Interests & Experiences**

**Why are you interested in serving on a board or commission? Are there any changes you would like to see to these boards, committees and/or commissions?**

---

Requesting reappointment

**Are you a graduate of the Natick Community Services Citizen's Leadership Academy?**

---

☐ Yes ☒ No

**Please list any skills or specialized knowledge you can bring to these boards, committees and/or commissions.**

---

Requesting reappointment

**Please list any professional affiliations.**

---

Society of American Foresters Forest Stewards Guild American Tree Farm

**Let us know what other specialized interests or hobbies you might have.**

---

Upload a Resume

---

**Profile**

Ruth E Fox  
First Name Middle Initial Last Name

ruth.fox@state.ma.us  
Email Address

5 Lagrange Street   
Street Address Suite or Apt

Natick MA 01760  
City State Postal Code

**What district do you live in? \***

☒ Precinct 4

Home: (508) 655-8432 Home: (508) 785-5635  
Primary Phone Alternate Phone

MassDOT PC III  
Employer Job Title

---

**Which Boards would you like to apply for?**

Bacon Free Library Maintenance Committee: Submitted

---

**Are you a registered voter in the Town of Natick?**

☒ Yes ☐ No

---

**Have you ever attended a Natick town meeting?**

☐ Yes ☒ No

---

**Have you ever served on a board, committee, or commission in the Town of Natick?**

☒ Yes ☐ No



**If yes, please list name(s) of board, committee or commissions, along with date(s) of service:**

Board of Trustees, Bacon Free Library (? to ?) Maintenance Committee, Bacon Free Library (? to present)

---

## **Interests & Experiences**

**Why are you interested in serving on a board or commission? Are there any changes you would like to see to these boards, committees and/or commissions?**

To continue helping the staff at the Bacon Free Library.

**Are you a graduate of the Natick Community Services Citizen's Leadership Academy?**

☐ Yes ☒ No

**Please list any skills or specialized knowledge you can bring to these boards, committees and/or commissions.**

Reading

**Please list any professional affiliations.**

**Let us know what other specialized interests or hobbies you might have.**

reading

---

Upload a Resume

---

**Profile**Linda

First Name

L

Middle Initial

Vitagliano

Last Name

lindavitag@gmail.com

Email Address

3 Princeton Rd

Street Address

  
Suite or AptNatick

City

MA

State

01760

Postal Code

**What district do you live in? \***☒ Precinct 6Home: (508) 655-6411

Primary Phone

Mobile: (508) 333-3332

Alternate Phone

U Mass Medical school

Employer

Business Analyst

Job Title

---

**Which Boards would you like to apply for?**Community Services Advisory Committee: On Agenda

---

**Are you a registered voter in the Town of Natick?**☒ Yes ☐ No

---

**Have you ever attended a Natick town meeting?**☐ Yes ☒ No

---

**Have you ever served on a board, committee, or commission in the Town of Natick?**☒ Yes ☐ No

**If yes, please list name(s) of board, committee or commissions, along with date(s) of service:**

---

Current member of Community Service Advisory board

---

## **Interests & Experiences**

**Why are you interested in serving on a board or commission? Are there any changes you would like to see to these boards, committees and/or commissions?**

---

I attended the Citizens Leadership Academy so am interested in serving. I am a lifelong Natick resident.

**Are you a graduate of the Natick Community Services Citizen's Leadership Academy?**

---

☒ Yes ☐ No

**Please list any skills or specialized knowledge you can bring to these boards, committees and/or commissions.**

---

Microsoft Office proficiency. I am a volunteer with the Solarize Natick program. I participated in helping people learn English program at community center. Volunteer at TCAN

**Please list any professional affiliations.**

---

**Let us know what other specialized interests or hobbies you might have.**

---

Gardening, cooking, reading, computers, fitness, travel, volunteering.

---

Upload a Resume

---

**Profile**

Salvatore

First Name

Pandolfo

Last Name

Middle Initial

pandolfo@snet.net

Email Address

7 Morgan Drive, Unit 305

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

**What district do you live in? \***☒ Precinct 8

Mobile: (860) 391-2393

Primary Phone

Home:

Alternate Phone

Employer

Job Title

---

**Which Boards would you like to apply for?**

Council on Aging: Submitted

---

**Are you a registered voter in the Town of Natick?**☒ Yes ☐ No

---

**Have you ever attended a Natick town meeting?**☒ Yes ☐ No

---

**Have you ever served on a board, committee, or commission in the Town of Natick?**☒ Yes ☐ No

**If yes, please list name(s) of board, committee or commissions, along with date(s) of service:**

---

Council on Aging

---

## **Interests & Experiences**

**Why are you interested in serving on a board or commission? Are there any changes you would like to see to these boards, committees and/or commissions?**

---

I currently serve on the COA Board and have done so for the last 2 years but my term expired on June 30, 2017. I would like to be reappointed and continue serving for another two years as I think the COA Board is a very good advocate for the elderly in Natick.

**Are you a graduate of the Natick Community Services Citizen's Leadership Academy?**

---

☒ Yes ☐ No

**Please list any skills or specialized knowledge you can bring to these boards, committees and/or commissions.**

---

I was the Finance Director for a local government in CT for 25 years and have served on numerous boards and committees over the course of my working years. I am now retired.

**Please list any professional affiliations.**

---

**Let us know what other specialized interests or hobbies you might have.**

---

Volunteer at TCAN, Member of the Friends of the Natick Senior Center, Board Treasurer of my Condo Association, like to listen to music, cook and be with family.

---

Upload a Resume

---

**Profile**

Swati

First Name

Dave

Last Name

sdave\_01@yahoo.com

Email Address

28 Indian Ridge Road

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

**What district do you live in? \***☒ Precinct 10

Home: (508) 545-0162

Primary Phone

Home: (774) 286-9467

Alternate Phone

Educator and Project  
Management Consultant

Employer

Job Title

---

**Which Boards would you like to apply for?**

Cultural Council: Submitted

---

**Are you a registered voter in the Town of Natick?**☐ Yes ☒ No

---

**Have you ever attended a Natick town meeting?**☒ Yes ☐ No

---

**Have you ever served on a board, committee, or commission in the Town of Natick?**☒ Yes ☐ No

**If yes, please list name(s) of board, committee or commissions, along with date(s) of service:**

Secretary, Natick Cultural Council (2013-2017)

---

## **Interests & Experiences**

**Why are you interested in serving on a board or commission? Are there any changes you would like to see to these boards, committees and/or commissions?**

I am a member of Natick Cultural Council since 2013. I am actively involved in the activities of the Council and would love to serve for another term.

**Are you a graduate of the Natick Community Services Citizen's Leadership Academy?**

☐ Yes ☒ No

**Please list any skills or specialized knowledge you can bring to these boards, committees and/or commissions.**

Management and technical skills

**Please list any professional affiliations.**

**Let us know what other specialized interests or hobbies you might have.**

---

Upload a Resume

---

**Profile**

Maureen

First Name

L

Middle Initial

Sullivan

Last Name

msullivan@minlib.net

Email Address

91 Pond St.

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

**What district do you live in? \***☒ Precinct 4

Home: (508) 655-1406

Primary Phone

Business: (781) 433-8226

Alternate Phone

Gatehouse Media

Employer

Editor/Columnist

Job Title

---

**Which Boards would you like to apply for?**

Historical Commission: Submitted

---

**Are you a registered voter in the Town of Natick?**☒ Yes ☐ No

---

**Have you ever attended a Natick town meeting?**☐ Yes ☒ No

---

**Have you ever served on a board, committee, or commission in the Town of Natick?**☒ Yes ☐ No



**If yes, please list name(s) of board, committee or commissions, along with date(s) of service:**

---

Natick Historical Commission, 2000-present Friends of the Fourth, 1998-present

---

## **Interests & Experiences**

**Why are you interested in serving on a board or commission? Are there any changes you would like to see to these boards, committees and/or commissions?**

---

Interested in history since childhood, and would like to see the town's history preserved as much as possible.

**Are you a graduate of the Natick Community Services Citizen's Leadership Academy?**

---

☐ Yes ☒ No

**Please list any skills or specialized knowledge you can bring to these boards, committees and/or commissions.**

---

Communication skills

**Please list any professional affiliations.**

---

**Let us know what other specialized interests or hobbies you might have.**

---

---

Upload a Resume

---

**Profile**

Ed \_\_\_\_\_ Doherty \_\_\_\_\_  
First Name Middle Initial Last Name

eddiedoh@msn.com \_\_\_\_\_  
Email Address

80 Pleasant Street \_\_\_\_\_  
Street Address

\_\_\_\_\_  
Suite or Apt

Natick \_\_\_\_\_  
City

MA \_\_\_\_\_  
State

01760 \_\_\_\_\_  
Postal Code

**What district do you live in? \***

☒ Precinct 10

Home: (508) 315-3403 \_\_\_\_\_  
Primary Phone

Mobile: (774) 279-3888 \_\_\_\_\_  
Alternate Phone

Power Products Systems, LLC \_\_\_\_\_  
Employer

Business Development \_\_\_\_\_  
Job Title

---

**Which Boards would you like to apply for?**

Affordable Housing Trust Fund Board: Submitted  
Economic Development Committee: Submitted  
Lookout Farm Advisory Committee: Submitted

---

**Are you a registered voter in the Town of Natick?**

☒ Yes ☐ No

---

**Have you ever attended a Natick town meeting?**

☒ Yes ☐ No

**Have you ever served on a board, committee, or commission in the Town of Natick?**

---

☒ Yes ☐ No

**If yes, please list name(s) of board, committee or commissions, along with date(s) of service:**

---

Lookout Farm Advisory Committee Economic Development Committee

---

## **Interests & Experiences**

**Why are you interested in serving on a board or commission? Are there any changes you would like to see to these boards, committees and/or commissions?**

---

My current company Power Products provides emergency generator services to building owners and managers. We are not currently working with the town of Natick.

**Are you a graduate of the Natick Community Services Citizen's Leadership Academy?**

---

☒ Yes ☐ No

**Please list any skills or specialized knowledge you can bring to these boards, committees and/or commissions.**

---

- Experience as Town Meeting Member (Needham and Natick) - Industrial Engineering Degree (UMASS Amherst) - MBA degree (Babson College) - Experience planning and constructing 285,000 square foot manufacturing facility in Canton, MA - Organized neighborhood group to work with the Lookout Farm Management - Site Leader of Family Promise Metrowest (Holliston, MA)

**Please list any professional affiliations.**

---

**Let us know what other specialized interests or hobbies you might have.**

---

- Volunteering at Family Promise Metrowest - Natick Men's Softball League - Natick over 50 Men's Basketball - Biking and camping

---

Upload a Resume

---

**Profile**

Lenore

First Name

Middle Initial

Freitas

Last Name

l\_freitas@verizon.net

Email Address

170 Woodland Street

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

**What district do you live in? \***☒ Precinct 9

Home: (508) 651-0368

Primary Phone

Home:

Alternate Phone

J.F. Shine Mechanical, Inc.

Employer

Controller

Job Title

**Which Boards would you like to apply for?**

Mathworks Scholarship Committee: Submitted

**Are you a registered voter in the Town of Natick?**☒ Yes ☐ No**Have you ever attended a Natick town meeting?**☐ Yes ☒ No**Have you ever served on a board, committee, or commission in the Town of Natick?**☒ Yes ☐ No

**If yes, please list name(s) of board, committee or commissions, along with date(s) of service:**

Mathworks Scholarship Committee - October 2005 - June 2017

---

## **Interests & Experiences**

**Why are you interested in serving on a board or commission? Are there any changes you would like to see to these boards, committees and/or commissions?**

Since it's inception, I have enjoyed serving the community as member of the Mathworks Scholarship committee. Through the generosity of the Mathworks, our students are recognized for their outstanding achievements. It is a privilege to meet so many young, talented students who reside in Natick and go on to represent our community in the most positive manner.

**Are you a graduate of the Natick Community Services Citizen's Leadership Academy?**

☐ Yes ☒ No

**Please list any skills or specialized knowledge you can bring to these boards, committees and/or commissions.**

12 years of experience serving on Mathworks Scholarship Committee 5 years on the NHS PTO scholarship committee

**Please list any professional affiliations.**

**Let us know what other specialized interests or hobbies you might have.**

Current Natick HS PTO Treasurer

---

Upload a Resume

---

## Profile

|            |                |           |
|------------|----------------|-----------|
| Terri      |                | Evans     |
| First Name | Middle Initial | Last Name |

terrievans1@verizon.net

Email Address

73 Washington Street

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

### What district do you live in? \*

☒ Precinct 7

Home: (508) 655-5674

Primary Phone

Home:

Alternate Phone

Employer

Job Title

---

### Which Boards would you like to apply for?

Open Space Advisory Committee: Submitted

---

### Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

---

### Have you ever attended a Natick town meeting?

☒ Yes ☐ No

---

### Have you ever served on a board, committee, or commission in the Town of Natick?

☒ Yes ☐ No

**If yes, please list name(s) of board, committee or commissions, along with date(s) of service:**

---

Planning Board (current), Open Space Advisory Committee (current), Master Plan Advisory Committee (current), Zoning Bylaw Review Committee, Town Administrator Search Committees (2002 and 2007).  
Town Meeting member (current)

---

## **Interests & Experiences**

**Why are you interested in serving on a board or commission? Are there any changes you would like to see to these boards, committees and/or commissions?**

---

Continuing implementation of Open Space And Recreation Plan

**Are you a graduate of the Natick Community Services Citizen's Leadership Academy?**

---

☐ Yes ☒ No

**Please list any skills or specialized knowledge you can bring to these boards, committees and/or commissions.**

---

Experience as active community member and advocate. Unending patience and a good sense of humor

**Please list any professional affiliations.**

---

**Let us know what other specialized interests or hobbies you might have.**

---

---

[Upload a Resume](#)

---

**Profile**

Sue \_\_\_\_\_ Shea \_\_\_\_\_  
First Name Middle Initial Last Name

sashea7579@aol.com \_\_\_\_\_  
Email Address

92 Glen Street \_\_\_\_\_ 92 Glen Street \_\_\_\_\_  
Street Address Suite or Apt

Natick \_\_\_\_\_ MA \_\_\_\_\_ 01760 \_\_\_\_\_  
City State Postal Code

**What district do you live in? \***

☒ Precinct 10

Home: (508) 330-0503 \_\_\_\_\_ Home: (508) 330-0503 \_\_\_\_\_  
Primary Phone Alternate Phone

Retired \_\_\_\_\_  
Employer Job Title

---

**Which Boards would you like to apply for?**

Recreation & Parks Commission: Submitted

---

**Are you a registered voter in the Town of Natick?**

☒ Yes ☐ No

---

**Have you ever attended a Natick town meeting?**

☒ Yes ☐ No

---

**Have you ever served on a board, committee, or commission in the Town of Natick?**

☒ Yes ☐ No



**If yes, please list name(s) of board, committee or commissions, along with date(s) of service:**

Finance Committee 1981-1993 Town Meeting 1981-present Recreation and Parks Department Commissioner - present Building Committees - Town Hall and Community Senior Center Fire Department Study Committees Natick Service Council - past member and president Friends of the Natick Senior Center - past member and treasurer Natick Center Associates - member Kids Connect - board member Natick Finance Committee 1981-93 Town Meeting 1981-present Recreation and Parks Commission-present Building Committees-VC Town Hall and member CSC Fire Department Study Committee Member and/or past member or officer at Natick Service Committee, Kids Connect Volunteer at several events

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## **Interests & Experiences**

**Why are you interested in serving on a board or commission? Are there any changes you would like to see to these boards, committees and/or commissions?**

Enjoy giving whatever I have experienced over the years. Change is always important, but we need to keep in mind that Natick has a long tradition of successful volunteer groups.

**Are you a graduate of the Natick Community Services Citizen's Leadership Academy?**

☐ Yes ☒ No

**Please list any skills or specialized knowledge you can bring to these boards, committees and/or commissions.**

Extensive experience on boards, committees and commissions.

**Please list any professional affiliations.**

Natick Center Associates

**Let us know what other specialized interests or hobbies you might have.**

See above

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Upload a Resume

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**Profile**

Joshua

First Name

Middle Initial

Ostroff

Last Name

joshua@ostroff.net

Email Address

18 Erlandson Road

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

**What district do you live in? \***☒ Precinct 6

Mobile: (508) 654-3330

Primary Phone

Home: (

Alternate Phone

Transportation for  
Massachusetts

Employer

Partnerships Director

Job Title

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**Which Boards would you like to apply for?**

Transportation Advisory Committee: Submitted

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**Are you a registered voter in the Town of Natick?**☒ Yes ☐ No

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**Have you ever attended a Natick town meeting?**☒ Yes ☐ No

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**Have you ever served on a board, committee, or commission in the Town of Natick?**☒ Yes ☐ No

**If yes, please list name(s) of board, committee or commissions, along with date(s) of service:**

BOS, Town Meeting, Financial Planning, CRT Advisory Committee, Master Planning Advisory Committee and other strategic planning committees

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## **Interests & Experiences**

**Why are you interested in serving on a board or commission? Are there any changes you would like to see to these boards, committees and/or commissions?**

I would like to continue serving on the Transportation Advisory Committee and make progress on the many transportation challenges of the community. Thank you for this opportunity!

**Are you a graduate of the Natick Community Services Citizen's Leadership Academy?**

☐ Yes ☒ No

**Please list any skills or specialized knowledge you can bring to these boards, committees and/or commissions.**

A track record of transportation project and policy work for Natick, as well as relevant professional experience.

**Please list any professional affiliations.**

**Let us know what other specialized interests or hobbies you might have.**

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Upload a Resume

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**ITEM TITLE:** Approve Selectmen Meeting Minutes-June 12, 2017 & June 21, 2017

**ITEM SUMMARY:**

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**ATTACHMENTS:**

| <b>Description</b>   | <b>Upload Date</b> | <b>Type</b> |
|--|--------------------|-------------|
| June 12, 2017 Selectmen's Meeting-Draft                                | 6/23/2017          | Cover Memo  |
| June 21, 2017 Selectmen's Public Meeting RE<br>Medical Marijuana-Draft | 6/23/2017          | Cover Memo  |

# BOARD OF SELECTMEN – TOWN OF NATICK

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## **MEETING MINUTES**

**EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL**

**June 12, 2017**

**7:00 PM**

**PRESENT:** Chairman Jonathan Freedman, Vice Chair Susan G. Salamoff, Clerk Richard P. Jennett, Jr., and Michael J. Hickey

**ALSO PRESENT:** Town Administrator Martha L. White and Executive Assistant Trish O'Neil

**ABSENT:** Amy K. Mistrot

Chairman Jonathan Freedman called the meeting to order at 7:06 p.m., noting that a quorum was present and that the meeting had been duly posted. The Pledge of Allegiance was recited and a moment of silence observed for our fallen heroes.

### **ANNOUNCEMENTS:**

Ms. White announced the results of the aggregation bid for electricity supply for residents and businesses. NextEra, the lowest of six bidders, was selected to supply electricity for the period of July 1 through December 31, 2017. Two rate options will be offered, Standard Green (the default option, greener and slightly cheaper than Eversource Basic [10.759 cents]) at 10.708 cents per kWh, with an additional 5% local renewable energy over and above state requirements, and Natick Basic (the opt-in option) at 10.623 cents per kWh, a less expensive option that meets minimum state requirements for renewable energy. An information session for residents has been scheduled at the Community-Senior Center and the Town's Sustainability webpage will be updated.

Ms. White announced that Boston Solar has donated an 8.12 kW direct current solar panel to St. Paul's Episcopal Church in keeping with the agreement between it and the Town, which exceeded its goal of signing on 150 contracts. Of the nine nonprofits that applied, St. Paul's was chosen due to its high electricity bills and a perfect roof for installation of solar panels.

Ms. White announced that a public hearing is to be held by MassDOT on Thursday, June 22<sup>nd</sup> at the Wilson Middle School at 7 PM regarding the Route 27 improvement project.

### **WHAT'S NEW**

The Sustainability Coordinator, Jillian Wilson-Martin, announced on behalf of the Sustainability Program and the Department of Public Works that a new curbside "Pink Bag" recycling program for the collection of clothing, shoes, home goods, and household items will begin on June 20<sup>th</sup> for residents who receive trash and recycling services from the Town. The Town has entered into a three-year contract with Simple Recycling, a private hauler. Pink bags will be provided for free. The DPW will not be responsible for missed pick-ups. Contact information for Simple Recycling was provided.

### **CITIZEN'S CONCERNS**

John Crisafulli of Precinct 9 asked if the Peace Flags in the School Department and at the Community-Senior Center were going to stay up since it was his understanding that the Board had voted the previous December not to allow any flags, other than the American Flag, on town property. Mr. Freedman stated that a discussion would be had with Town Counsel and the School Superintendent and the matter would be addressed at a future meeting. Mr. Crisafulli also stated that he was in the process of designing a "Patriotism Flag" in honor of current soldiers and soldiers who have sacrificed their lives, using words on the flag that would describe a True Patriot.

### **CONSENT AGENDA**

With no discussion about any of the Consent Agenda items requested, the Chair asked for a motion to approve the Consent Agenda. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 4-0-0 to approve the Consent Agenda, conditional upon the fulfillment of all recommendations from Town Agencies and/or Departments. The following items were approved:

1. Road closure for Bacon Free Library Father's Day Concert on Mill Lane on June 18<sup>th</sup>.
2. Request to occupy a public way for two to three days by Aqua Barriers on Summer and Main Streets between June 19<sup>th</sup> and June 30<sup>th</sup>, with exact days to be prearranged with the Police Department.
3. Declaration of surplus equipment.

4. Letter to legislative delegation regarding Home Rule Petition on bridge naming rights (Special Town Meeting #1, Article 4).
5. Letter to CSX regarding Historical Panel proposal on Cochituate Rail Trail.
6. Donation to Police Department from GSEMA Troop #76181.

#### **APPOINTMENTS WITH THE BOARD OF SELECTMEN**

1. **Director of Recreation & Parks:** Though this item was scheduled for Discussion and Decision, a member of the public was present to give her opinion on this item, so the item was taken out of order. The Recreation & Parks Commission had previously voted unanimously in support of keeping Memorial Beach open after August 13<sup>th</sup> (when the college-age lifeguards leave for school and typically when the beach is closed for the season) from dawn to dusk as a “No Lifeguard on Duty – Swim at Your Own Risk” beach. Karen Partanen attended tonight’s meeting to request confirmation of that vote from the Selectmen. Ms. White indicated that Town Counsel had no objections, nor had the Town’s insurance company. Helaine Chersonsky of Cedar Terrace, a frequent user of the Beach, spoke in favor of keeping it open and offered to serve as a liaison volunteer to help facilitate the lengthened season. Mr. Hickey stated that he loved the idea of keeping the beach open but expressed real concern about the lack of lifeguards. The Board Members discussed the possibility of having a staff member present and an increase in police patrols. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 3-1-0 in favor of confirming the Recreation and Parks vote, with Mr. Hickey voting against it.
2. **P.F. Chang’s China Bistro: Application for a Change in Beneficial Interest:** Attorney Andrew Upton, representing P.F. Chang’s, presented to request approval of a change in beneficial interest occurring at the corporate level with no effect on the restaurant or day-to-day personnel. Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 4-0-0 in favor of the change.
3. **Dimas, Inc. d/b/a Dolphin Seafood Natick: Application for Change in Manager:** Peter Giannocopoulos, the owner and manager of record, spoke on behalf of his son, Ted, who has worked at the restaurant for 10 years, taking over the role of restaurant manager. Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 4-0-0 to approve the change in manager.
4. **Walnut Hill School: One-Day Alcohol License:** Pat McDougal, the school’s campaign coordinator, requested a one-day alcohol license for a fundraiser on June 17<sup>th</sup> to benefit the Delbridge Family Center for the Arts. After confirming that all alcohol policies and police department recommendations would be followed, Mr. Jennett, seconded by Ms. Salamoff, moved to approve the one-day alcohol license and the Board voted 4-0-0 in favor.
5. **Natick Center MBTA Station Working Group: Overview of Station Redesign Project:** Josh Ostroff, Chair of the Transportation Advisory Committee, presented with John Doherty of MBTA Capital Delivery and Frank Astone of AECOM (contracted by the MBTA to deliver a design for the Natick Center MBTA Station) to provide an update on the project. A “working group” has been established to help coordinate this project and will meet roughly monthly over the course of this approximately 18-month design process. This heavily used, fully inaccessible commuter rail station will be upgraded to full ADA compliance with new wayfinding and signage, safety and security enhancements, good bus connections, bike facilities, and pedestrian access, etc. Public meetings will be held by the Transportation Advisory Committee at the 15%, 30%, and 60% design milestones to keep the public up to date with periodic updates to the Board of Selectmen, other town committees, and stakeholders.
6. **Continued Public Hearing: Lookout Hard Cider LLC:** This public hearing was opened at the May 30<sup>th</sup> Selectmen’s meeting and continued to this evening at the request of Lookout Hard Cider. John Burns, the farm manager, presented on behalf of the farm to amend both its pouring and entertainment licenses. Also present was Attorney Jim Hanrahan, representing the Farm. The request for the entertainment license was to extend the time that live entertainment is allowed in the tap room by one hour, i.e., from 12 noon-8:00 p.m. to 12 noon-9:00 p.m. The Selectmen initially voted on the incorrect hours so that vote was reconsidered and a new motion was made by Ms. Salamoff and seconded by Mr. Hickey after the public hearing was closed to amend the hours that entertainment would be allowed in the tap room to 12 noon-9:00 p.m.; the Board voted 4-0-0 in favor. Lookout Farm is looking to use an additional, existing patio space during the U-Pick Season (five weekends from mid-September to mid-October plus Columbus Day Monday, or 11 days), when 85% of their yearly farm business occurs. The Selectmen discussed not restricting use of this patio but there was also discussion about not expanding the Farm’s request without the knowledge of its neighbors. Mr. Jennett recommended licensing the new patio for the months of September and October. No members of the public came forward to speak on behalf of or against the Farm’s request. Moved by Mr. Jennett and seconded by Mr. Hickey, the public hearing was closed on a vote of 4-0-0. Two motions were put forth, the first by Mr. Jennett, seconded by Mr. Hickey, to allow use of the requested patio area for the months of September and October, weekends and holidays only, and the second by Ms. Salamoff, seconded by Mr. Freedman, to allow for use of the second patio during the U-Pick Season, i.e., from mid-September to mid-October plus Columbus Day Monday. There was no discussion regarding the first motion. Regarding the second motion, Mr. Freedman stated that the Mr. Burns and Mr. Mofensen have typically been very good about asking for exactly

what they need, but that he thought the Farm should be able to respond to financial opportunities. The first motion passed on a vote of 3-1-0, with Ms. Salamoff the dissenting vote, allowing use of the second patio for the months of September and October, weekends and holidays only. Lt. Lauzon's recommendations will be included in the approval letter that is sent to the Farm. Ken Soderholm, a member of the Lookout Farm Advisory Committee, spoke on behalf of the Farm, stating that the Belkins, who own the Farm, have been great stewards for it. He also questioned the continued need for the Advisory Committee. Mr. Freedman suggested putting this topic on a future agenda with the possibility of having two meetings, one to get input about whether the Committee should continue and a second to make a decision about its future. Mr. Soderholm also acknowledged the recent death of Bob Eisenmenger at the age of 80 and recognized his service to the Town of Natick as a 30-year member of the Planning Board.

7. **Ben Stevens, President, Trask, Inc.: Request to Waive Street Opening Moratorium at 66 Everett Street:** Mr. Stevens requested a waiver of the moratorium in order to hook up to gas service, though the street has already been opened once to hook up to water and sewer. Mr. Hickey stated that he had discovered that, as a matter of practice, the DPW has been allowing street openings for water and sewer but not for gas. He indicated that he had gone to see the street and found it to be in somewhat poor condition. He suggested that if a vote is made to waive the moratorium, it should be subject to adopting the recommendations of the Engineering Division and that repair work be done to the street from curb to curb, ending up with a better road than currently exists. Mr. Freedman stated that though the Board is generally not in favor of waiving the moratorium, this circumstance is more acceptable since the Town will end up with a better road if that is the vote. Mr. Freedman also stated that a new policy is being developed by the DPW and that he would like to see it take effect on July 1<sup>st</sup>. Moved by Mr. Jennett and seconded by Mr. Hickey, subject to the conditions outlined above, the Board voted 4-0-0 in favor of waiving the moratorium.
8. **Terri Evans, Planning Board & Master Plan Advisory Committee Member, and/or Director of Community & Economic Development: 2030+ Master Plan Existing Conditions Report:** Ms. Evans announced that a second major meeting regarding the 2030+ Master Plan is scheduled for June 14<sup>th</sup> at the Wilson Middle School at 7:00 p.m. that will give shape to the goals and strategies of the Master Plan. Ms. Evans discussed the existing conditions report and stated that this very extensive document can be found on the 2030+ website. The MetroQuest online survey, which expanded on the Existing Conditions Report with a focus on how to move forward and what Natick should become over the next many years, was completed in May and garnered over 1400 responses, some of which, including key goals, will be presented at the June 14<sup>th</sup> meeting.

## **DISCUSSION AND DECISION**

9. **Discussion Regarding Zoning By-Law Review Committee:** Ms. White recommended that no action be taken on this matter since Ms. Mistrot, who is not present this evening, is passionate about this issue and should be present during the discussion. Ms. White did recap her memo recommending sunseting the committee (formed in 2011 to oversee a two-phase program involving comprehensive amendments to the Zoning By-Law, with Phase I intended to create a more "user-friendly" document and Phase II intended to develop and propose amendments to the Zoning By-Law) since Phase I has been completed. The suggestion is then to allow the Planning Board, in conjunction with the Director of Community and Economic Development, assume management of the project and steer it through the approval process. Terri Evans, Planning Board Member, stressed the importance of having a robust committee constituted to make substantive changes in Phase II. Ms. Evans agreed to follow up with the Planning Board Chair regarding the possibility of the Planning Board voting on whether to sunset the committee. This item will be continued to the next meeting, and Ms. Evans agreed to follow up with the Planning Board Chair to discuss the Planning Board taking responsibility for phase II if the committee is sunsetted.
10. **Update Procedure for Signing Warrants:** Ms. Mistrot had previously requested all back-up material be provided for warrants to be signed and Ms. White informed the Board that the Comptroller's Office has agreed to do so. Mr. Freedman stated that the suggestion would be for the Board to authorize one Selectmen and one alternate Selectmen to sign all warrants, with a summary report of warrants signed provided to the Board at the following meeting. Ms. Salamoff offered an alternative proposal, i.e., that all three Board Officers be authorized to sign and on a rotating schedule. Mr. Jennett questioned the reason for the change and Mr. Freedman cited the new Municipal Modernization Act, which allows for this, and his wish to make as many procedures as possible administrative so that the Board can focus on policy setting. Mr. Jennett moved to designate the Chair, and the Vice Chair in the Chair's absence, as signers of the warrants. Mr. Hickey seconded the motion and the vote was 4-0-0 in favor.
11. **Camp Arrowhead Update:** Ms. White stated that the Commissioner of the Department of Conservation and Recreation (DCR) and multiple other key people attended a meeting with her at Town Hall to discuss working towards finalizing a 10-year, tri-party agreement among the state (DCR), the Town of Natick, and the AmVets. A short-term agreement has been reached between the DCR and the Town until August 18<sup>th</sup> (a few weeks past the end of summer camp). A timeline has been established to finalize a Memorandum of Agreement and all parties are in agreement with its terms. It is hoped that Town Counsel and DCR Counsel will complete their review by the end of the week. A separate subagreement, which will be an attachment to the MOA,

needs to be established between the Town and AmVets that outlines the responsibilities of each in terms of maintaining the property. There is presently \$187,000 available from insurance proceeds to rebuild the camp subsequent to the 2016 fire, and the rebuilding has to be done within two years of the time of the fire, i.e., July 2018, or the Town will not be eligible for further insurance money. An RFP has been compiled and the hope is to bring this to the Board's next meeting for approval and authorization. A key question that still needs to be settled is whether the AmVets has adequate insurance. Ms. White will negotiate the subagreement and Mr. Freedman expressed interest in ensuring that the AmVets has their attorney involved in the process.

12. **2017-2018 Board of Selectmen Meeting Dates: July 2017-March 2018:** Mr. Freedman requested that the Board Members review the schedule provided and report back if there is any issue with any of the dates.

**TOWN ADMINISTRATOR NOTES:** None.

**SELECTMEN'S CONCERNS:**

Mr. Hickey recommended the Board send a follow-up letter to MassDOT to reiterate concerns, restate expectations, and ensure that citizens' concerns are addressed regarding the Routes 27 and 9 Project. Mr. Hickey shared with the Board that Framingham voted to support legislation that would impose a 5-cent deposit on nip bottles, discussed this with the Sustainability Coordinator who will look into it, and recommended the Town explore this. Mr. Hickey reported that the island on Route 27 North between Stop & Shop and Austin's Liquors, where the grass is currently 3 feet high, needs to be maintained by MassDOT, and he has requested that they send a crew there and to Oak Street to clean up.

Ms. Salamoff inquired about the Fire Chief Screening Committee meeting. Ms. White stated it is scheduled for Wednesday, June 14<sup>th</sup>, when the Committee will organize and select its officers as well as review and approve an RFP, with recommendations readied to provide the Board.

**ADJOURNMENT**

On a motion by Ms. Salamoff, seconded by Mr. Hickey, the Board, on a roll call vote, voted 4-0-0 to adjourn the Board of Selectmen's Meeting at 10:38 p.m.

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Richard P. Jennett, Jr., Clerk

June 12, 2017 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on June 26, 2017.

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**All documents used at this Board of Selectmen meeting are available at:**  
**<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=416&MinutesMeetingID=-1&doctype=Agenda>**



# BOARD OF SELECTMEN – TOWN OF NATICK

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## **PUBLIC MEETING MINUTES**

### **REGARDING POTENTIAL MEDICAL MARIJUANA FACILITY IN NATICK**

**NATICK HIGH SCHOOL AUDITORIUM**

**June 21, 2017**

**7:00 PM**

**PRESENT:** Chairman Jonathan Freedman, Vice Chair Susan G. Salamoff, Clerk Richard P. Jennett, Jr., Michael J. Hickey, Amy K. Mistrot

**ALSO PRESENT:** Town Administrator Martha L. White, Police Chief James Hicks, Director of Public Health James White, Director of Community and Economic Development Jamie Erickson, Prevention & Outreach Program Manager Catherine Sugarman, Town Counsel Brandon Moss, Executive Assistant Trish O'Neil

Chairman Jonathan Freedman called the meeting to order at 7:08 p.m.

## **DISCUSSION AND DECISION**

### **Discussion Regarding Potential Medical Marijuana Retail Facility:**

Mr. Freedman explained that several companies have contacted the Town over the past few months about establishing a registered medical marijuana dispensary in Natick. However, none had identified a viable location, but one has recently done so that conforms to the Town's Zoning Bylaws. Representatives of this company have met with Town Officials and as part of their state application, the company must receive a letter of noncompliance from the Board of Selectmen, one of many steps required to receive state and local approval, in order to move forward. If a company were to receive state approval, approval would then be required from the Planning Board and the Board of Health. Mr. Freedman indicated that tonight's conversation is held to gather information from the involved Town Departments and from Town Residents, discussing no specifics of any one proposal nor taking any action – the Board will simply listen in order to help determine what steps should be considered going forward. The focus tonight is to be medical marijuana, not recreational, and, in any case, the recreational marijuana law is currently in flux in the state legislature. Mr. Freedman introduced all of the participants at the table as listed above, and invited Mr. Erickson to be the first to speak.

Mr. Erickson reiterated that many interested parties have approached the town. In 2014, the Town adopted zoning governing medical marijuana dispensaries with a bylaw currently on the books outlining where a dispensary may be located in Natick, including a certain distance from residential property and in the regional central overlay district, i.e., Route 9 and Speen Street around the Sherwood Plaza area. One company has a location under agreement and is seeking a "Letter of Nonopposition" from the Board as required by the state. If they were to acquire that, the company would then have to apply for a special permit from the Planning Board that would involve a rigorous review process, to include site access, lighting, landscaping, effects on the proposed area, etc. There is, however, no application currently in front of the Planning Board.

With no questions offered by the Board Members, Town Counsel Brandon Moss was invited to speak. Attorney Moss explained that two ballot questions in 2012 allowed for the approval of a medical marijuana industry in Massachusetts and that the law deferred the authority to the State Department of Public Health as to how these facilities should be set up. Thus far, fewer than 10 facilities have received their registration certificates. There are three types of medical marijuana dispensaries: 1) cultivation, 2) retail, and 3) a combination of numbers 1 and 2. The Attorney General would not allow for the banning of medical marijuana dispensaries but state law now requires a Letter of Nonopposition from the local licensing authority in order for an application to move forward. The current process imposes a one-year time period for a dispensary to get everything up and running, with the burden on the dispensary to obtain its provisional certificate of registration. If this is not done within one year of application, the facility must start at the beginning, reapplying and paying all fees again. The 2016 ballot question set the groundwork for a nonmedical marijuana industry in Massachusetts and provided for the establishment of a state Cannabis Control Commission (CCC), which, though it does not yet exist, is to issue regulations regarding nonmedical marijuana by July 1, 2018. If regulations are not issued by then, a medical marijuana dispensary will be able to engage in nonmedical operations until such time as those regulations are issued. Local authorities

cannot prohibit a nonmedical marijuana facility from operating in an area in which a registered medical marijuana dispensary is operating. Ms. Salamoff asked for clarification. Attorney Moss stated that under current state law, if a medical facility is approved and the state has not issued its regulations by July 1, 2018, then a medical facility can engage in nonmedical business activities. And a nonmedical entity can operate if a medical entity is operating. Though registered medical marijuana dispensaries are nonprofit, communities can, under state law, negotiate Host Community Agreements, in which the community can arrange for payment. Mr. Hickey asked if there is any appeal mechanism for these entities if they cannot secure a Letter of Nonopposition. Mr. Moss said that there is currently no recourse – if this were the case, the entity would be advised by the state to get a letter from a different community. Ms. White asked if allowing a medical marijuana facility would inevitably lead to allowing recreational marijuana, and Mr. Moss stated that allowing a medical facility will open the door for recreational marijuana.

Mr. Freedman clarified by stating that if no state regulations are developed for nonmedical marijuana by July of 2018, then the proverbial door is open, and asked if that would apply if the Town were to adopt a more permanent ban on these facilities. Attorney Moss stated that a moratorium or ban would prevent a facility from opening, and some communities have used both a moratorium and a ban. A moratorium or ban would trump the lack of regulations by the July 2018 deadline. Ms. Mistrot asked if a moratorium would affect only recreational and not medicinal marijuana and Attorney Moss said it would be specific to the nonmedical use of marijuana.

James White provided an overview from the Public Health Department perspective. Following the favorable statewide vote in 2012, Natick formed a working group consisting of the Director of Public Health, the Chief of Police, the Town Administrator, the Director of Community & Economic Development, and Town Counsel which was to determine how to make sure the wishes and concerns of Natick residents were addressed. In the spring of 2013, the Town adopted a temporary moratorium until June of 2014. In 2014, the Town was informed that an outright ban would not be allowed and decided that local regulations were the best way to go. The Board of Health does have the authority to adopt regulations when none exist. The regulations were compiled and vetted through the working group, Town Counsel, and Counsel for the Massachusetts Association of Health Boards. The final product is a combination of several models and can be found on the Town's website on the Board of Health page.

Mr. Hickey inquired about local regulations for recreational marijuana. Attorney Moss stated these would be separate and apart from regulations related to medical marijuana but that it is important to ensure that the Town has regulations relating to recreational marijuana in order to maintain local control. Mr. Freedman asked for clarification as to whether the Board of Health has the authority to create regulations that pertain to nonmedical marijuana. Attorney Moss responded affirmatively that the Town should have its own regulations in addition to whatever regulations the state might adopt, and that once state regulations are created, they may or may not trump local regulations, but if no regulations are compiled by the state by July of 2018, then Town regulations would dictate what happens. Mr. Hickey suggested then that the best practice might be for the Town to have something in place even if it predates nonmedical state regulations. Attorney Moss agreed, stating that the Town may want to consider a temporary moratorium through the end of 2018 in order to allow for time to review and digest any regulations put in place by the state and to allow time to plan out a course of action, giving an example of one community that has put in place a moratorium until six months after state regulations are issued, or December 30, 2018, whichever comes last.

Chief Hicks stated that his concerns were around safety and security, including such things as the safety of the facility itself and the surrounding area, the type of security that is employed, ensuring that point of sales transactions are done face-to-face since those purchasing are required to be registered, having access to the facility at any time, both during construction and once in operation, requiring a video camera security system with unlimited access for monitoring and investigatory purposes, ensuring that the product is stored and secured correctly, monitoring how and to what location the product is delivered, etc., and, in general, ensuring that there is strict adherence to local and state regulations. All of these and more have been included in the Board of Health regulations.

Ms. Sugarman was asked about her thoughts about the potential impacts of a medical marijuana facility and what considerations the Town should be aware of in terms of prevention, education, outreach, etc. Ms. Sugarman stated that it is important to find a balance between medical needs and benefits and protecting the community. She noted that the Board of Health regulations are very prevention oriented and that the developing and implementing such regulations is a wise move. Other states have provided very clear limits on the amount of THC in marijuana, the types of edibles that are made available, the types of packaging that are used, clear identification of a serving size, how long it will take for the product to have an effect, etc., and it was her hope that dispensary employees work hard at educating customers as to the risks and effects and that the dispensaries closely adhere to state and local regulations. With more legal access to a substance, statistics have shown that

rates of use increase across all age groups, so there is a need to consider the concentration of outlets and their locations, and to communicate clearly, especially to our youth, that medical cannabis is strictly for specific uses and age groups and that being a medical product makes it no less risky to try. Ms. Sugarman stated that public safety implications need to be considered and that access to support, treatment services, and prevention education is crucial.

Ms. Mistrot asked how making recreational marijuana available legally would affect public health and safety but Mr. Freedman, recognizing the importance of the question, asked that the meeting remain focused on medical marijuana. Mr. Jennett asked what impacts there have been on surrounding communities that have medical marijuana facilities and growing facilities in terms of safety. Chief Hicks replied that in his interactions with other Police Chiefs, the jury is still out. Registered medical marijuana dispensaries are highly regulated through a long and arduous registration process and clientele can purchase only in the confines of a very strict environment, so the Chiefs are less worried about the facilities and more worried about cultivation and delivery of the product from a lawful standpoint, i.e., delivery to clientele with medical cards by people who are not affiliated with a registered dispensary, which is illegal in the Commonwealth – only a registered dispensary may deliver. Mr. Jennett inquired about grow facilities and whether those could be prohibited while still allowing a dispensary. Attorney Moss stated that this prohibition would again involve the “Siting Profile,” a mandatory part of the registration process where a facility would indicate its intent to be involved in cultivation, retail, or a combination of the two, and, again, refusal to provide a Letter of Nonopposition would put a hard stop on the approval process since that is an absolute requirement in the registration process.

Ms. Salamoff asked how many registered medical marijuana dispensaries exist in the state of Massachusetts. Attorney Moss believed it to be 10 or fewer. Chief Hicks stated he thought 10 were licensed but only 8 were currently operating. Mr. White stated that he knew of some grow facilities not far from Natick, one in Franklin and one in Medway.

Ms. Mistrot asked if providing a Letter of Nonopposition would open the door for recreational marijuana without further action. Attorney Moss stated that allowing a medical facility will open the door for recreational marijuana. However, if Natick does not issue a Letter of Nonopposition, July 1, 2018 will come and go with no impact. If a Letter of Nonopposition is issued and a facility is registered in Natick and state regulations are not adopted by July 1, 2018, then that registered facility may engage in nonmedical activities unless a moratorium or ban is put in place.

Ms. Mistrot asked those present on the panel how they would feel, in their roles in service to the Town, if the introduction of medical marijuana were to develop into the availability of medical marijuana. Mr. White stated that the main concern of the Board of Health is prevention, especially youth prevention, and that his main worry would be a lack of state regulations and guidelines, resulting in no real control, noting though that there are things that the Town can do to protect itself, such as instating a moratorium until the direction in which the state goes is known. Ms. Sugarman agreed with Mr. White, noting that community norms are a particular area of concern – there has been a decline in the use of marijuana among the youth and her interest would be in sustaining those declines. She also tagged community messaging about the potential risks of marijuana use among young people as very important and noted the significance of communicating in words and actions the risks one is taking with the choice to use. Chief Hicks agreed with both Mr. White and Ms. Sugarman and added that from a law enforcement point of view, and understanding that the Commonwealth has voted to legalize recreational marijuana, it is still a Schedule I Drug and harder to regulate than medicinal marijuana in that it opens the door for anyone to come in and buy. Also of concern are data received from other states regarding increased instances of operating under the influence. Overall, the Chief thought that the introduction of recreational marijuana would increase public safety concerns.

Mr. Hickey asked if a Host Community Agreement could stipulate that allowing a registered medical marijuana dispensary would not evolve into recreational marijuana. Attorney Moss stated that the language in the statute states that a recreational marijuana establishment can operate in any area that a medical marijuana dispensary is authorized to operate. When Mr. Freedman questioned the definition of “area,” Attorney Moss stated that this was vague, but that the conservative answer would be the zoning district.

Mr. Freedman opened the meeting for questions from the public.

Jeffrey Rosenberg of Everett Street stated that he has been using medical marijuana for migraines and glaucoma for two years and it has been of significant benefit – even his eye doctor has seen improvement. He suggested that the Board reach out to people in the community who have dispensing physicians in the area. Mr. Rosenberg

sees Uma Dhanabalan, M.D. on Central Street in Natick who, he said, has done a lot of outreach and education regarding medical marijuana. In the past, Mr. Rosenberg had to drive to the dispensary in Brookline, which was quite an inconvenience for him. He expressed his wish to see this endeavor move forward. Mr. Freedman, sensing that Mr. Rosenberg may have the perception that the Board of Selectmen was against the idea of a registered dispensary in Natick, assured him that that was not the case, that the Board was here to listen and learn and that no decision has been made. Mr. Freedman asked Mr. Rosenberg to stay after the meeting to collect contact information from him.

David Mangan of Precinct 9, a registered pharmacist, stated that he was in full support of a medical marijuana facility, though he did vote against recreational marijuana. He asked if the transfer of a medical marijuana facility license would require approval. Attorney Moss said that it would require approval by the Department of Public Health, but that he had seen some special local regulations that make it nontransferable. Mr. Erickson stated that under the zoning bylaw, the required special permit could only be transferred with approval of the Planning Board in the form of an amendment. Mr. White stated that any dispensary would have to meet Board of Health standards and would have to go through the Planning Board review process, in which case it could be transferred as long as the state has approved the transfer. Mr. Mangan asked about the monetary interest to the Town. Attorney Moss stated that that would be subject to discussion between the Town and the dispensary – some towns have flat fees, some require a certain percentage. Mr. White stated that there will be annual Board of Health permit fees. Attorney Moss stated that since these facilities are nonprofit, they pay no sales tax but are required to pay property taxes. Mr. Mangan asked at which point in the process taxes would be applied and Attorney Moss said he would have to look into that. Mr. Mangan suggested reviewing the criteria of the Board of Registration of Pharmacies and applying those, indicating that many medical marijuana dispensaries have invested in products without hallucinogenics like THC.

David Coffey of Precinct 2 stated that a hard look needs to be taken at medical marijuana as a legitimate medical alternative. Indicating that he had been prescribed opioids for pain, which he did not want to take, he obtained a medical marijuana card and has found that the product has aided tremendously in pain management, without the side effects of opioids. He also expressed interest in having an easier way to fill his prescription. He stated that obtaining a medical marijuana card is a very expensive undertaking, and the process is very regulated. And prescription filling is thoroughly tracked – one cannot go from one dispensary to another to fill prescriptions. He urged the Board to consider, with proper safeguards, allowing a dispensary to operate in Natick.

Bruce Snow, a former Town Meeting Member, expressed hope that the Town would not issue any medical marijuana license. He stated that voters passed three initiatives, one in 2008, one in 2012, and one in 2016, all of which violate the state and federal constitution. He stated that former Attorney General Martha Coakley said there was a major constitutional problem with the medical marijuana law but that it was beyond her power to declare a law unconstitutional. He stated that Chapter 3 of the Articles of the Constitution of the Commonwealth says that each branch of the legislature has authority to acquire an opinion from the Supreme Court and he urged the Town to require the Justices to render an opinion on these three medical marijuana laws.

Thirty-year-old Alvin \_\_\_\_\_ of Marion Street has had serious back problems since the age of 27 for which he has been prescribed Vicodin, Aleve, and other medications, none of which worked to control his pain. Physical therapy did not help either. He indicated that he stopped all medications and decided to consider medical marijuana. In order to obtain a card, all of his medical records had to be provided and the process itself was rigorous. In the beginning, he had to drive to Salem, an arduous trip with his existing back pain, to procure medical marijuana. He then visited Dr. Uma Dhanabalan in Natick. Alvin stated that has had great relief from the medication and this has allowed him to recover and focus on strength training. He recognized the concerns related to young people using recreational marijuana but suggested that a moratorium on medical marijuana will not prevent anyone from acquiring chemicals. He urged Natick to set an example for other communities.

Susan \_\_\_\_\_ of Precinct 10 stated that her concern involves the legacy we will leave to our children, that this decision requires sober, prudent consideration, and that in opening the door to recreational marijuana, the Board needs to be very careful. She stated that there are already existing medical marijuana dispensaries in Massachusetts that are available to people, but there is information that is scientifically based that it is detrimental. Susan stated that the introduction of medical marijuana is the first step to allowing recreational marijuana. She closed with “recovery involves a lifetime.”

Adrienne Walker of Cottage Street stated that she knows people who suffer from chronic illness and pain and questioned why we do not simply allow them access to what they need. She stated that 65% of our community voted in favor of medical marijuana, and that people should be able to get the treatment they need without driving

for hours to obtain it. Ms. Walker stated that people obtaining this medication are adults, ages 21 and up, and should be allowed to obtain it in a safe, secure way. It is also revenue generating for the Town, and she expressed confidence that parameters can be established around these facilities. Attorney Moss stated that any agreement between the Town and a facility would involve a contract in which the Town can list protocols and parameters that will allow the Town the control it wishes to have.

Lee Smith stated that he has a company and has worked in the industry both here and in Colorado. He stated that children are acquiring marijuana now through the black market and that the only way to drive out the black market is through a business entity. He indicated that there are stiff penalties in place for any facility that diverts its cannabis to the black market – it is actually a felony.

Sandra Sidney stated that she is more or less in favor but inquired about dispensary regulations for tracking from seed all the way to the consumer. Mr. White stated that this is already a part of the state regulations – tracking is required.

Ms. White asked if Board of Health permitting would require a public hearing. Mr. White stated that that would not necessarily be the case, that it would typically be done in-house.

Mr. Hickey asked if any states are dealing with both medical and recreational marijuana simultaneously. Chief Hicks stated he did not know the answer to that question but would make inquiries. Ms. Sugarman stated that it was her understanding that the black market may still exist due to high tax rates for medical marijuana facilities, and that Massachusetts may be in a unique position in that it may be the first state to provide and opt-out process for recreational marijuana – in other states, once recreational marijuana has passed, communities are given the option to opt in to allowing the sale of recreational marijuana.

Ms. Salamoff stated that further conversations would be had regarding policy and Mr. Freedman confirmed that future discussions would be held regarding what the Town's next steps will be.

Mr. Freedman thanked the public, Town Officials, Town Counsel, and Board Members for attending.

### **ADJOURNMENT**

On a motion by Ms. Mistrot, seconded by Mr. Jennett, the Board unanimously voted on a roll call vote to adjourn the Board of Selectmen's Meeting at 9:08 p.m.

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Richard P. Jennett, Jr., Clerk

June 21, 2017 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on June 26, 2017

po'n

**No documents were distributed during this meeting.**

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**ITEM TITLE:** Authorize Chair to Sign a Letter to MassDOT RE Rts. 9 & 27 Public Hearing

**ITEM SUMMARY:**

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**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| Ltr to MassDOT     | 6/19/2017          | Cover Memo  |

# *Town of Natick*

*Massachusetts 01760*  
*Home of Champions*



Jonathan Freedman, Chair

Susan G. Salamoff, Vice Chair  
Richard P. Jennett, Jr., Clerk  
Michael J. Hickey  
Amy K. Mistrot

June 26, 2017

Patricia A. Leavenworth, P.E.  
Chief Engineer  
MassDOT Highway Division  
10 Park Plaza  
Boston, MA 02116

Dear Ms. Leavenworth:

On behalf of the Natick Board of Selectmen, thank you for holding a public hearing regarding the Routes 9 and 27 interchange and bridge project on June 8, 2017. As evidenced by the standing-room only attendance, this is clearly an important project to residents.

We recognize that this project had been delayed, and recently made a priority because of the deteriorating condition of the 1931 bridge, and that crash data indicate that the current design is deficient, while also unsafe for pedestrians and bicyclists. We appreciate the inspection protocol that revealed the bridge's condition.

This interchange has local and regional significance as one of the few north-south routes in Natick across Route 9, and a key crossing point that supports local commerce and travel. It is critical to Natick Center and the MBTA station; to the Natick Soldier Systems Center; to the Route 9 commercial district, and to the many surrounding neighborhoods.

In particular, the Soldier Systems Center has over 2,000 daily employees, and is the largest military base in the state, contributing over \$135 million annually to the regional economy.

With the support of MassDOT, this project, along with the Route 27 reconstruction, the Cochituate Rail Trail, the Marion Street Bridge replacement, and the Natick Center MBTA Station redesign will replace aging and deficient infrastructure; help alleviate bottlenecks; improve safety for all users; offer alternative travel routes and modes to residents and visitors; and support existing and future development. We are very appreciative of MassDOT's support for these projects.

As MassDOT considers the public input and critical comments offered at the June 8 hearing, we ask for careful consideration of alternative designs and concepts, including rationale for why each alternative is recommended or not recommended. We further request that the concerns expressed about delay and congestion effects from additional signals be addressed with quantitative data, and that the benefits and drawbacks of alternative designs be documented. The purpose and need for features such as entrance/exit lanes and traffic signals should be provided so that the public is well informed about the need for these design features. The perspective of immediate abutters should be considered as the design is advanced.

We look forward to seeing this project advance. Please advise the Board and Town staff on how we can be of assistance.

Sincerely,

Jonathan Freedman, Chair

cc: State Representative David P. Linsky  
State Senator Karen Spilka  
State Senator Richard Ross

DRAFT



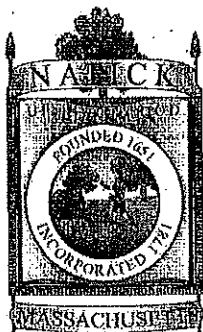
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**ITEM TITLE:** Mole Sauce Inc., Application for a Common Victualer's License  
**ITEM SUMMARY:**

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**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| CV Application     | 6/22/2017          | Cover Memo  |



## TOWN OF NATICK

### COMMON VICTUALER LICENSE APPLICATION

For Calendar Year 2017

Date Submitted June 9, 2017

- ☒ New  
☐ Renewal

The undersigned hereby applies for a Common Victualer License in accordance with the provisions of the Statutes relating thereto:

- ☐ Common Victualer License Only  
☒ Common Victualer with Liquor License

Name of Person, Firm, or Corporation Making Application:

Mole Sauce, Inc.

Name of Establishment (d/b/a) Mexicali Grill

Address of Establishment 148 East Central Street, Unit A2 and A3

Mailing address (if different from establishment) SAME

Contact Person (to whom ALL licensing information will be sent, including renewal notice and license)

David F. Brambila

Email Address david-brambila@comcast.net Phone (978) 580-4393

Manager of Establishment David Emmanuel Brambila

Email Address david-brambila@comcast.net Phone (978) 580-4393

If Business is a Corporation, Corporate Name and Officers Mole Sauce, Inc.

David F. Brambila, President, Secretary and Treasurer

If Business is an LLC, List of Members \_\_\_\_\_

Establishment's Days and Hours of Operation Seven days 11:00 AM to Midnight  
Number of Staff 16 Number of Seats as previously configured  
Has a Certificate of Occupancy been issued? No If not, expected date of issuance July 2017  
Have Board of Health Permits been Issued? No If not, expected date of issuance July 2017

**Additional Information Requested by the Town of Natick Police Department for Background Check:**

Applicant's Social Security Number or Employee I.D. Number FEIN 821092950  
Date of Birth May 19, 1961

I, the Undersigned, state that the information provided in this application, and associated attachments, is true and accurate to the best of my knowledge.

Furthermore, Pursuant to MGL Ch. 62C, Sec 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Signature of Applicant Paul Brambilla Date 6-9-17  
By Corporate Officer David F. Brambilla, President Date June 9, 2017  
(If applicable)

**Please submit the following with your application:**

1. Proof of Workers Compensation Insurance (if applicable)
2. Workers' Compensation Insurance Affidavit
3. Set of floor plans and site plan\*\*\* (If renewing a license and changes have been made to the premises in the previous 12 months, a revised set of floor plans and site plan must be submitted)
4. List of equipment and estimated cost\*\*\*
5. Copy of Bill of Sale or Lease Agreement\*\*\*
6. If a Corporation, a copy of Articles of Organization; If an LLC, a copy of the Membership Agreement and list of members\*\*\*
7. \$50.00 Application fee (checks made payable to the Town of Natick)

\*\*\* New Applicants Only (see exception for Item #3)

Office Use Only:

Date Print Rec'd: \_\_\_\_\_ Fee Paid: \$ \_\_\_\_\_ Check No: \_\_\_\_\_

Does application meet all applicable zoning by-laws? \_\_\_\_\_

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**ITEM TITLE:** Public Hearing: Application for an On-Premises All Alcohol License - Mole Sauce, Inc.

**ITEM SUMMARY:**

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**ATTACHMENTS:**

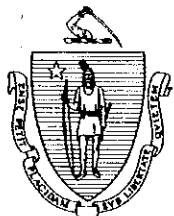
| <b>Description</b>    | <b>Upload Date</b> | <b>Type</b> |
|-----------------------|--------------------|-------------|
| Public Hearing Notice | 6/22/2017          | Cover Memo  |
| Application           | 6/22/2017          | Cover Memo  |
| Police Recommendation | 6/22/2017          | Cover Memo  |

TOWN OF NATICK  
PUBLIC HEARING NOTICE

The Board of Selectmen will hold and conduct a public hearing on Monday, June 26, 2017, 7:00 p.m. at the Edward H. Dlott Meeting Room of Natick Town Hall, 13 East Central Street, upon the application of Mole Sauce, Inc. d/b/a Mexicali Grill (David Emmanuel Brambila, Manager), for a restaurant all alcohol license. Mexicala Grill will be located at 148 East Central Street, Units 2&3 and the premises consists of approximately 3300 square feet on the first floor. The premises has 2 entrances and 2 exits.

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

Richard P. Jennett, Jr., Clerk



*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE**

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

**1. NAME OF PROPOSED LICENSEE** (Business Contact)

MOLE SAUCE, INC.

This is the corporation or LLC which will hold the license, **not** the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

**2. RETAIL APPLICATION INFORMATION**

There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license ☒ New ☐ Transfer  
or the transfer of an existing license?

If transferring, please indicate the  
current ABCC license number you  
are seeking to obtain:

If applying for a new license, are you applying for this license  
pursuant to special legislation?

If transferring, by what method  
is the license being transferred?

☐ Yes ☒ No

Chapter

Acts of

**3. LICENSE INFORMATION / QUOTA CHECK**

City/Town

Natick

On/Off-Premises

On-Premises

TYPE

**\$12 Restaurant**

CATEGORY

All Alcoholic Beverages

CLASS

Annual

**4. APPLICATION CONTACT**

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

First Name: Nicholas

Middle: A.

Last Name: Felici

Title: Attorney

Primary Phone: 781-270-1150

Email: [nfelici@feinbergfelicilaw.com](mailto:nfelici@feinbergfelicilaw.com)

**5. OWNERSHIP** Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form.

B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form.

C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

| Name           | Title / Position | % Owned | Other Beneficial Interest |
|----------------|------------------|---------|---------------------------|
| DAVID BRAMBILA | Officer          | 100     |                           |
|                |                  |         |                           |

# APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

## 5. OWNERSHIP (continued)

| Name | Title / Position | % Owned | Other Beneficial Interest |
|------|------------------|---------|---------------------------|
|      |                  |         |                           |
|      |                  |         |                           |
|      |                  |         |                           |
|      |                  |         |                           |
|      |                  |         |                           |

## 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 |
|--------------|----------------|-----------------|
| FIRST FLOOR  | 3300 s.f.      | 3               |
|              |                |                 |
|              |                |                 |
|              |                |                 |
|              |                |                 |
|              |                |                 |
|              |                |                 |

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.

If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.

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

# APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

## 7. BUSINESS CONTACT

The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.

\* Please see last page of application for required documents based on Legal Structure \*

|                    |                 |                           |                            |
|--------------------|-----------------|---------------------------|----------------------------|
| Entity Name:       | MOLE SAUCE, INC | FEIN:                     | 821092950                  |
| DBA:               | MEXICALI GRILL  | Fax Number:               |                            |
| Primary Phone:     | 978-580-4393    | Email:                    | david-brambila@comcast.net |
| Alternative Phone: | 781-270-1150    | Legal Structure of Entity | Corporation                |

### Business Address (Corporate Headquarters)

☐ Check here if your Business Address is the same as your Premises Address

|                |         |              |              |
|----------------|---------|--------------|--------------|
| Street Number: | 42      | Street Name: | ALLAN AVENUE |
| City/Town:     | SUDBURY | State:       | MA           |
| Zip Code:      | 01776   | Country:     | USA          |

### Mailing Address

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

|                |  |              |  |
|----------------|--|--------------|--|
| Street Number: |  | Street Name: |  |
| City/Town:     |  | State:       |  |
| Zip Code:      |  | Country:     |  |

Is the Entity a Massachusetts Corporation?

☒ Yes ☐ No

If no, is the Entity registered to do business in Massachusetts?

☐ Yes ☐ No

If no, state of incorporation

### Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? ☐ Yes ☒ No

If yes, please complete the following table.

| Name of License | Type of License | License Number | Premises Address |
|-----------------|-----------------|----------------|------------------|
|                 |                 |                |                  |
|                 |                 |                |                  |
|                 |                 |                |                  |
|                 |                 |                |                  |

### Prior Disciplinary Action:

Has any alcoholic beverages license owned by the proposed licensee ever been disciplined for an alcohol related violation?

| Date of Action | Name of License | State | City | Reason for suspension, revocation or cancellation |
|----------------|-----------------|-------|------|---|
|                | N/A             |       |      |   |
|                |                 |       |      |   |
|                |                 |       |      |   |



# APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

## 8. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation  First Name  Middle Name  Last Name  Suffix

Social Security Number  Date of Birth

Primary Phone:  Email:

Mobile Phone:  Place of Employment

Alternative Phone:  Fax Number

### Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? ☒ Yes ☐ No

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, attach an affidavit that lists your convictions with an explanation for each

Have you ever been Manager of Record of a license to sell alcoholic beverages? ☒ Yes ☐ No

If yes, please list the licenses for which you are the current or proposed manager:

Jalapeno Enterprises, Inc.

Do you have direct, indirect, or financial interest in this license? ☐ Yes ☒ No

If yes, percentage of interest

If yes, please indicate type of Interest (check all that apply):

- |   |  |
|---|--|
| <input type="checkbox"/> Officer              | <input type="checkbox"/> Sole Proprietor |
| <input type="checkbox"/> Stockholder          | <input type="checkbox"/> LLC Manager     |
| <input type="checkbox"/> LLC Member           | <input type="checkbox"/> Director        |
| <input type="checkbox"/> Partner              | <input type="checkbox"/> Landlord        |
| <input type="checkbox"/> Contractual          | <input type="checkbox"/> Revenue Sharing |
| <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Other           |

Please indicate how many hours per week you intend to be on the licensed premises

### Employment Information of Proposed Manager

Please provide your employment history for the *past 10 years*

| Date(s)             | Position           | Employer                   | Address                            | Phone        |
|---------------------|--------------------|----------------------------|------------------------------------|--------------|
| Sept 2015-present   | Restaurant Manager | Jalapeno Enterprises, Inc. | Mount Auburn Street, Watertown, MA | 978 580-8028 |
| June '13-August '15 | Server             | Casablanca Restuarant      | Methuen, MA                        | 978 580-8028 |
|                     |                    |                            |                                    |              |
|                     |                    |                            |                                    |              |
|                     |                    |                            |                                    |              |

### Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

| Date of Action | Name of License | State | City | Reason for suspension, revocation or cancellation |
|----------------|-----------------|-------|------|---|
|                | N/A             |       |      |   |
|                |                 |       |      |   |
|                |                 |       |      |   |

# APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

## 9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

### Associated Costs

|   |            |
|---|------------|
| A. Purchase Price for Building/Land       | N/A        |
| B. Purchase Price for any Business Assets | N/A        |
| C. Costs of Renovations/Construction      | 0          |
| D. Purchase Price of Inventory            | N/A        |
| E. Initial Start-Up Costs                 | 8,500.00   |
| F. Other (Please specify)                 | 0          |
| G. Total Cost (Add lines A-F)             | \$8,500.00 |

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).

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

### Source of Cash Investment

| Name of Contributor | Amount of Contribution |
|---------------------|------------------------|
| David Brambila      | \$8500.00              |
| (Mole Sauce, Inc.)  |                        |
|                     |                        |
|                     |                        |
| Total:              | \$8,500.00             |

### 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 |
|----------------|--------|--|--|
| NONE           |        |  |  |
|                |        |  |  |
|                |        |  |  |
|                |        |  |  |
| Total:         |        |  | 0  |

## 10. PLEDGE INFORMATION

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply)

☐ License ☐ Stock / Beneficial Interest ☐ Inventory

To whom is the pledge is being made:

Does the lender have a beneficial interest in this license?

☐ Yes ☐ No

Does the lease require a pledge of this license?

☐ Yes ☐ No

### **ADDITIONAL SPACE**

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

## APPLICANT'S STATEMENT

I, DAVID BRAMBILA the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member  
Authorized Signatory

of MOLE SAUCE, INC., hereby submit this application for NEW ALL ALCOHOL BEVERAGE LICENSE  
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: David F. Brambila

Date: May 10, 2017

Title: President



Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street, First Floor  
Boston, MA 02114

STEVEN GROSSMAN  
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.  
CHAIRMAN

The Alcoholic Beverages Control Commission has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information. For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

|   |                                 |                   |
|---|---------------------------------|-------------------|
| ABCC NUMBER:<br><small>(IF EXISTING LICENSEE)</small> | LICENSEE NAME: MOLE SAUCE, INC. | CITY/TOWN: NATICK |
|---|---------------------------------|-------------------|

**APPLICANT INFORMATION**

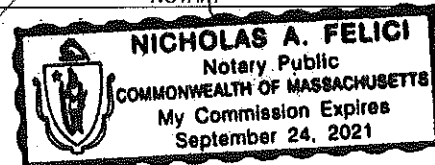
|                                       |                                 |                                     |
|---------------------------------------|---------------------------------|-------------------------------------|
| LAST NAME: Brambila                   | FIRST NAME: David               | MIDDLE NAME: F.                     |
| MAIDEN NAME OR ALIAS (IF APPLICABLE): | PLACE OF BIRTH: Jalisco, Mexico |                                     |
| DATE OF BIRTH: 05/19/1961             | SSN: [REDACTED]                 | ID THEFT INDEX PIN (IF APPLICABLE): |
| MOTHER'S MAIDEN NAME: Fregoso         | DRIVER'S LICENSE #: [REDACTED]  | STATE LIC. ISSUED: Massachusetts    |
| GENDER: MALE                          | HEIGHT: 5                       | 10                                  |
| WEIGHT: 185                           | EYE COLOR: Brown                |                                     |
| CURRENT ADDRESS: 42 Allan Avenue      |                                 |                                     |
| CITY/TOWN: Sudbury                    | STATE: MA                       | ZIP: 01776                          |
| FORMER ADDRESS: 28 Reeves Street      |                                 |                                     |
| CITY/TOWN: Sudbury                    | STATE: MA                       | ZIP: 01776                          |

**PRINT AND SIGN**

|                                 |  |
|---------------------------------|--|
| PRINTED NAME: David F. Brambila | APPLICANT/EMPLOYEE SIGNATURE: <i>David F. Brambila</i> |
|---------------------------------|--|

**NOTARY INFORMATION**

|   |  |
|---|--|
| On this <u>15th day of May 2017</u>   | before me, the undersigned notary public, personally appeared <u>David F. Brambila</u> |
| (name of document signer), proved to me through satisfactory evidence of identification, which were <u>personal knowledge</u>                                     |  |
| to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose. |  |
| <i>[Signature]</i><br>NOTARY  |  |



**DIVISION USE ONLY**

|               |                                       |
|---------------|---------------------------------------|
| REQUESTED BY: | SIGNATURE OF CORI AUTHORIZED EMPLOYEE |
|---------------|---------------------------------------|

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.



Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street, First Floor  
Boston, MA 02114

STEVEN GROSSMAN  
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.  
CHAIRMAN

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**ABCC LICENSE INFORMATION**

|   |                                 |                   |
|---|---------------------------------|-------------------|
| ABCC NUMBER:<br><small>(IF EXISTING LICENSEE)</small> | LICENSEE NAME: MOLE SAUCE, INC. | CITY/TOWN: NATICK |
|---|---------------------------------|-------------------|

**APPLICANT INFORMATION**

|                                       |                                |                                     |
|---------------------------------------|--------------------------------|-------------------------------------|
| LAST NAME: Brambila                   | FIRST NAME: David              | MIDDLE NAME: EMANUEL                |
| MAIDEN NAME OR ALIAS (IF APPLICABLE): | PLACE OF BIRTH: KIRKLAND, WA   |                                     |
| DATE OF BIRTH: 11/26/1989             | SSN: [REDACTED]                | ID THEFT INDEX PIN (IF APPLICABLE): |
| MOTHER'S MAIDEN NAME: LOPEZ           | DRIVER'S LICENSE #: [REDACTED] | STATE LIC. ISSUED: Massachusetts    |
| GENDER: MALE                          | HEIGHT: 6 1                    | WEIGHT: 195                         |
| EYE COLOR: Brown                      |                                |                                     |
| CURRENT ADDRESS: 28 REEVES STREET     |                                |                                     |
| CITY/TOWN: Sudbury                    | STATE: MA                      | ZIP: 01776                          |
| FORMER ADDRESS:                       |                                |                                     |
| CITY/TOWN:                            | STATE:                         | ZIP:                                |

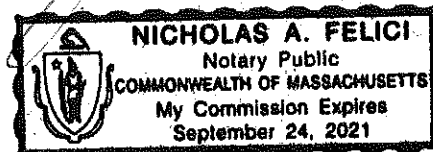
**PRINT AND SIGN**

|                                 |   |
|---------------------------------|---|
| PRINTED NAME: David E. Brambila | APPLICANT/EMPLOYEE SIGNATURE: [Signature] |
|---------------------------------|---|

**NOTARY INFORMATION**

On this May 16, 2017 before me, the undersigned notary public, personally appeared David E. Brambila  
(name of document signer), proved to me through satisfactory evidence of identification, which were passport  
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

[Signature]  
NOTARY



**DIVISION USE ONLY**

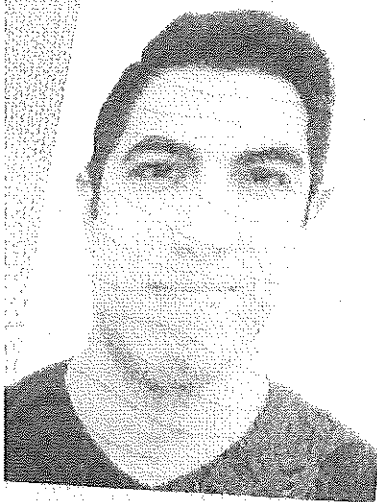
|               |  |
|---------------|--|
| REQUESTED BY: | SIGNATURE OF CORI-AUTHORIZED EMPLOYEE: |
|---------------|--|

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.

*Of the United States,  
in Order to form a more perfect Union,  
establish Justice, insure domestic Tranquility,  
provide for the common defence,  
promote the general Welfare, and secure  
the Blessings of Liberty to ourselves and  
our Posterity, do ordain and establish this  
Constitution for the United States of America*

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT  
PASSEPORT  
PASAPORTE



UNITED STATES OF AMERICA

Type / Type / Tipo Code / Code / Código Passport No. / No. du Passeport / No. de Pasaporte

P

USA

Surname / Nom / Apellidos

BRAMBILA

Given Names / Prénoms / Nombres

DAVID EMANUEL

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

26 Nov 1989

Place of birth / Lieu de naissance / Lugar de nacimiento

WASHINGTON, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

15 Apr 2017

Date of expiration / Date d'expiration / Fecha de caducidad

14 Apr 2027

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

Sex / Sexe / Sexo

M

Authority / Autorité / Autoridad

United States  
Department of State



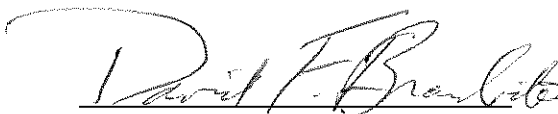
ISABRAMBILA<<DAVID<EMANUEL

## **VOTE OF CORPORATE BOARD FOR MOLE SAUCE, INC.**

Upon a meeting of all directors and officers of the corporation known as Mole Sauce, Inc. held on May 9, 2017, it was unanimously VOTED and APPROVED to authorize David F. Brambila as President, to apply to the Town of Natick and the ABCC for all- alcohol liquor license on behalf of the Corporation.

All relevant business being conducted, the meeting was adjourned.

May 9, 2017



David F. Brambila  
Secretary of Mole Sauce, Inc.



COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

1285571

10418

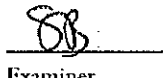
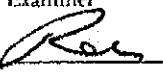
Articles of Organization  
(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

I hereby certify that upon examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 275 having been paid, said articles are deemed to have been filed with me this 17 day of March, 20 17, at 3:33 a.m./p.m.  
time

Effective date: \_\_\_\_\_  
(must be within 90 days of date submitted)

  
WILLIAM FRANCIS GALVIN  
Secretary of the Commonwealth

SECRETARY OF THE  
COMMONWEALTH  
2017 MAR 17 PM 3:33  
CORPORATIONS DIVISION

  
Examiner  
  
Name approval

Filing fee: \$275 for up to 275,000 shares plus \$100 for each additional 100,000 shares or any fraction thereof.

TO BE FILLED IN BY CORPORATION  
Contact Information:

C

M

Nicholas A. Felici, Esquire, Feinberg & Felici

127 Cambridge Street

Burlington, MA 01803

Telephone: 781-270-1150

Email: [nfelici@feinbergfelici.com](mailto:nfelici@feinbergfelici.com)

Upon filing, a copy of this filing will be available at [www.sec.state.ma.us/cor](http://www.sec.state.ma.us/cor).  
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

# The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

## Articles of Organization

FORM MUST BE TYPED

(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

### ARTICLE I

The exact name of the corporation is:

Mole Sauce, Inc.

### ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

- 1) To carry on the business of a restaurant and tavern serving food and liquor to the general public, including the transaction of all business related to restaurant operations, to advertise, promote and contract for the benefit of the corporation and its subsidiaries doing business under the name of the corporation or any other name.
- 2) To borrow and loan money, to purchase real and personal property, to convey, sell, mortgage and/or lease real estate.
- 3) To perform each and every thing necessary, suitable, and proper for the accomplishment of any of the purposes or objectives enunciated herein or which at any time as conducive to or expedient for the benefit of the corporation.
- 4) Generally, to carry on any lawful business or other activities as conferred upon corporations organized under the provisions of M.G.L. c. 156D as from time to time amended. (see continuation sheets) +

### ARTICLE III

State the total number of shares and par value, \* if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

| WITHOUT PAR VALUE |                  | WITH PAR VALUE |                  |           |
|-------------------|------------------|----------------|------------------|-----------|
| TYPE              | NUMBER OF SHARES | TYPE           | NUMBER OF SHARES | PAR VALUE |
| Common            | 1500             |                |                  |           |
|                   |                  |                |                  |           |
|                   |                  |                |                  |           |

\*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.

#### **ARTICLE IV**

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

#### **ARTICLE V**

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

See continuation sheet Article V

#### **ARTICLE VI**

Other lawful provisions, and if there are no such provisions, this article may be left blank.

See continuation sheet Article VI

*Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.*

## ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

## ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:  
127 Cambridge Street, Burlington, MA 01803
- b. The name of its initial registered agent at its registered office:  
Nicholas A. Felici, Esquire
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

|              |                    |                 |                   |
|--------------|--------------------|-----------------|-------------------|
| President:   | David Brambila     | 42 Allan Street | Sudbury, MA 01776 |
| Treasurer:   | Alma Rose Brambila | 42 Allan Street | Sudbury, MA 01776 |
| Secretary:   | David Brambila     | 42 Allan Street | Sudbury, MA 01776 |
| Director(s): | Alma Rose Brambila | 42 Allan Street | Sudbury, MA 01776 |
|              | David Brambila     | 42 Allan Street | Sudbury, MA 01776 |

- d. The fiscal year end of the corporation:  
December
- e. A brief description of the type of business in which the corporation intends to engage:  
Restaurant serving food and liquor
- f. The street address of the principal office of the corporation:  
42 Allan Street, Sudbury, MA 01776
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

42 allen Street, Sudbury, MA 01776, which is  
(number, street, city or town, state, zip code)

- ☒ its principal office;  
☐ an office of its transfer agent;  
☐ an office of its secretary/assistant secretary;  
☐ its registered office.

Signed this \_\_\_\_\_ day of March, 2017 by the incorporator(s):

Signature: \_\_\_\_\_

Name: Nicholas A. Felici, Esquire, Feinberg & Felici,

Address: 127 Cambridge Street, Burlington, MA 01803

## ARTICLES OF ORGANIZATION

### Continuation Sheet Article II (1)

To act for others as agent, broker, attorney in fact, factor, or in any other lawful manner, on commission or otherwise, and to join with others on such terms and conditions as may be agreed upon in any enterprise conducive to the success of the corporation.

To purchase, construct, lease, or otherwise acquire, and to hold, use, lease, manage, operate, equip, maintain, sell, mortgage, pledge, deal in or with any and all kinds of property within and without the Commonwealth, real, personal, or mixed, tangible or intangible.

To acquire and pay for in cash, stock or bonds of the corporation, or otherwise, the whole or any part of the good-will, rights, assets, and properties and to undertake, guarantee, or assume the whole or any part of the obligations or guarantee, or assume the whole or any part of the obligations or liabilities of any person, firm, corporation or association.

To acquire, own, hold, use, sell, assign, lease, mortgage, or otherwise dispose of, patents, patent rights, trademarks, copyrights, trade names and rights, trade secrets, licenses, and privileges, formulae, inventions, improvements and processes, and property of a similar nature relating to or useful in connection with any business of the corporation, and to use, exercise, develop, grant licenses or franchises in respect of, or otherwise turn to account any such trade marks, trade names, trade secrets, copyrights, patents, patent rights, formulae, inventions, improvements, and processes and property of a similar nature.

To incur liabilities, borrow money, and otherwise contract indebtedness and to issue notes, bonds, debentures, or other evidence or indebtedness and to secure the same by mortgage, pledge, or through lien on any part or all of the properties of any and every kind of the corporation.

To purchase, subscribe for or otherwise acquire, register, hold, sell, assign, transfer, pledge, or otherwise dispose of shares of stock, options, bonds, notes, and other securities and evidences of interest in or indebtedness of any government or political subdivision thereof and of any person, firm, or corporation of this or any state or country, and while the owner thereof, to exercise all the rights, powers and privileges of ownership, in the same manner as an individual might do.

## ARTICLES OF ORGANIZATION

### Continuation sheet Article II (2)

To purchase, hold, sell, and transfer the shares of its own capital stock or any other security issued by it, provided, (1) it shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital, unless otherwise permitted by law; (2) such purchase, sale or transfer is not otherwise prohibited by law; and (3) shares of its own capital stock belonging to it shall not be voted on directly or indirectly.

To have one or more offices and to carry on any and all of its operations and business in any of the states, districts, or territories of the United States, in the Provinces of Canada, and in any and all foreign countries, subject to the laws of such state, district, territory, province or country.

To do or cause to have done any and all such acts and things as may be necessary, desirable, convenient, or incidental to the consummation or accomplishment of any or all of the foregoing purposes.

In general, to carry on and or all of the business of the corporation as principal, agent, or contractor, and to carry on any other businesses incidental to and in connection with the foregoing and to have and exercise all the powers conferred by the laws of the Commonwealth of Massachusetts upon the corporations formed under the General Laws of Massachusetts, and to do any or all of the things hereinbefore set forth to the same extent a natural person might or could do.

To carry on any business or other activity which may be lawfully carried on by a corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts, whether or not related to those referred to in the foregoing paragraphs.

The purposes specified in the foregoing clauses shall, except where otherwise expressed, be in no way limited or restricted by reference to or inference from, the terms of any other clause, but the objects and powers specified in the foregoing clauses of this article shall be regarded as independent purposes.

## ARTICLES OF ORGANIZATION

### Continuation Sheet Article V

The restrictions imposed by the Articles of Organization upon the transfer of shares of stock of any class are as follows:

Any stockholder, including the heirs, assigns, executors or administrators of a deceased stockholder, desiring to sell or transfer such stock owned by him or them, shall first offer it to the Corporation through the Board of Directors, in the manner following:

He shall notify the Directors of his desire to sell or transfer by notice in writing, which notice shall contain the price at which he is willing to sell or transfer and the name of one arbitrator. The Directors shall within thirty (30) days thereafter either accept the offer, or by notice to him in writing, name a second arbitrator, and these two shall name a third. It shall then be the duty of the arbitrators to ascertain the value of the stock and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators, a majority may act in the absence of such arbitrator.

After the acceptance of the offer, or the report of the arbitrators as to the value of the stock, the Directors shall have thirty (30) days within which to purchase the same at such valuation but if at the expiration of thirty (30) days, the Corporation shall not have exercised the right so to purchase, the owner of the stock shall be at liberty to dispose of the same in any manner he may see fit.

No shares of stock shall be sold or transferred on the books of the Corporation until these provisions have been complied with, but the Board of Directors may in any particular instance waive the requirement.

## ARTICLES OF ORGANIZATION

### Continuation Sheet Article VI

Meetings of the stockholders of the corporation may be held anywhere in the United States of America.

The corporation may be a partner, to the maximum extent permitted by law.

The directors may make, amend or repeal the By-laws in whole or in part, except with respect to any provisions thereof which by law or the By-laws requires action by the stockholders.

The affairs of the corporation shall not be governed by principles of partnership law or fiduciary obligations between and among stockholders of close corporation, except as they may be applicable generally to all corporations organized under Chapter 156B of the Massachusetts General Laws. The corporation may purchase or otherwise acquire shares of its capital stock from one or more stockholders and may issue, sell or otherwise transfer shares to one or more persons without purchasing or otherwise acquiring shares from or issuing, selling, or otherwise transferring shares to any other persons.

The directors shall have the power to fix from time to time their compensation. No person shall be disqualified from holding any office by reason of any interest. In the absence of fraud, any director, officer or stockholder of the corporation individually, or any individual having any interest in any concern which is a stockholder of this corporation, or any or any concern in which any such directors, officers, stockholders or individuals have any interest, may be a party to, or may be pecuniary or otherwise interested in, any contract, transaction or other act of this corporation, and

- (1) such contract, transaction or act shall not be in any way invalidated or otherwise affected by that fact;
- (2) no such director, officer, stockholder or individual shall be liable to account to this corporation for any profit or benefit realized through any such contract, transaction or act; and
- (3) any such director of this corporation may be counted in determining the existence of a quorum at any meeting of the directors or any committee thereof which shall authorize such contract, transaction or act, and may vote and authorize same.

the term "interest" including any personal interest and interest as a director, officer, stockholder, shareholder, trustee, member or beneficiary of any concern; and

the term "concern" meaning any corporation, association, trust, partnership, firm, person, or other entity other than this corporation.



## LEASE

THIS INDENTURE of LEASE made and entered into as of this 8th day of MAY, 2017, by and between **FRANCIOSE BROS., INC.**, a Massachusetts Corporation having an usual place of business at 148 East Central Street, Natick, Massachusetts, hereinafter sometimes referred to as the "Lessor", and **MOLE SAUCE, INC.**, a Massachusetts Corporation, having a principal place of business at 42 Allan Street, Sudbury, Massachusetts, hereinafter sometimes referred to as the "Lessee".

WITNESSETH:

### ARTICLE I

#### Demise & Term

In consideration of the rent herein reserved and in consideration of the covenants and agreements herein contained, the Lessor hereby demises and leases unto the Lessee, on the terms and conditions and otherwise as hereinafter in this Lease provided the following premises hereinafter referred to as "the demised premises", described as follows:

The premises consisting of those certain areas designated as "**Unit A2 and A3**" in the Shopping Center known and numbered 148 East Central Street, in Natick, Middlesex County, Massachusetts, as shown on Exhibit A attached hereto and made a part hereof by this reference, with a total area of approximately 3,300 square feet, more or less, situated on the North side of said East Central Street, Natick, Massachusetts. It is agreed that the premises are leased in their "as is" condition. To have and to hold the demised premises unto the Lessee for the term of five (5) years commencing on the first day of

May, 2017. Lessee shall be granted free access to the demised premises upon signing of the Lease, payment of the first month's rent, and the security deposit, and complying with Article XXIV of the Lease.

Notwithstanding the provisions of the prior paragraph, the obligations of the Lessee to pay rent shall accrue, upon the first to occur of: (a) the Lessee obtaining final approval of the Town of Natick and the ABCC for a liquor license for the premises; or (b) the opening for business by the Lessee, whether Lessee has obtained the liquor license or not. In no event shall the obligation to pay rent be delayed beyond October 1, 2017.

## ARTICLE II

### Rent

The Lessee covenants and agrees to pay to the Lessor during the Lessee's initial term, except as may be otherwise provided in this Lease, the following rent during the initial term of this Lease: Eighty-Seven Thousand (\$87,000.00) Dollars per annum, payable in equal monthly installments of Seven Thousand Two Hundred Fifty (\$7,250.00) Dollars per month in advance.

The initial monthly rent payment, last month's rent, and security deposit (See Article VI) are to be made on the date of the signing of this Lease, and the subsequent payments are to be made on the first day of each and every month during the term of this Lease and during each extension of the term hereof. The Lessee shall, without any previous demand therefore, pay to the Lessor the said rent, as well as any additional charges, at the times and in the manner as provided herein.

Failure of Lessee to pay the rent due under this Lease ten (10) days after it is due shall constitute a default hereunder subject to the provisions of Article XV herein.

### ARTICLE III

#### Real Estate Taxes

The Lessor agrees to pay or cause to be paid all municipal taxes and betterment assessments of every kind and description, heretofore levied and assessed, or which may be levied or assessed, against the land and the building of which the demised premises are a part. Any taxes levied or assessed on personal property belonging to the Lessee shall be the responsibility of the Lessee.

### ARTICLE IV

#### Maintenance of Common Areas

The Lessor shall cause the existing parking facilities, driveways, entrance ways, and walkways, including lighting thereof, and the landscaping at 148 East Central Street to be maintained in good repair and clean condition at all times during the Lessee's term, subject to reduction by takings which do not result in a termination of this Lease. Accumulations of snow will be promptly removed by Lessor from said parking areas and will be deposited in such locations as are feasible so as to permit adequate use of the parking areas. Lessee shall be responsible for the removal of snow and ice from those walkways and areas exclusive to Lessee.

### ARTICLE V

#### Utilities

The Lessee shall pay the cost of the electricity (separately metered to the demised premises), water and all other separately metered utilities including the costs for heating, air conditioning and ventilation systems servicing the demised premises. Lessee shall be responsible for the cost of all non-capital repairs and routine maintenance to all of the

mechanical systems at the demised premises. In the event that any of the mechanical systems cannot be reasonably repaired and require replacing, Lessor shall promptly replace such systems at Lessor's expense.

#### ARTICLE VI

##### Security Deposit

At the time of the signing of this Lease, Lessee has paid to Lessor a security deposit in the amount of Ten Thousand (\$10,000.00) dollars. Lessor shall hold Lessee's security deposit during the term as security for the full, faithful and punctual performance by Lessee of all covenants and conditions of this Lease Agreement on Lessee's part to be performed or observed, including the obligation to pay rent; it being understood that said deposit is not to be considered prepaid rent, nor shall damages be limited to the amount of such security deposit.

Lessor shall return the amount of the security deposit to Lessee within 30 days after the termination of this Lease Agreement or upon the Lessee's vacating the premises completely together with its goods and possessions, whichever shall last occur, provided: (a) there is no damage to the demised premises caused by the Lessee, or Lessee's employees, agents, or invitees (excluding normal wear and tear and damage caused by casualty loss), (b) there are no material breaches of any of the terms, covenants and conditions of the Lease Agreement by Lessee, and (c) Lessee is not otherwise indebted to Lessor for any financial obligations under the Lease.

## ARTICLE VII

### Option to Extend

Providing the Lessee is not in default, beyond any notice and cure period, in payment of rent or of any of the other conditions and covenants contained in this Lease, during the original term of this Lease or any extension thereof, Lessee shall have the option to extend this Lease for two (2) additional five (5) year terms on the same terms and conditions as set forth herein except that the yearly base rent for said extended term will be as follows:

A. Rent for first five (5) year option:

|      |        |            |
|------|--------|------------|
| i)   | Year 1 | \$7,395.00 |
| ii)  | Year 2 | \$7,542.90 |
| iii) | Year 3 | \$7,693.76 |
| iv)  | Year 4 | \$7,847.63 |
| v)   | Year 5 | \$8,004.59 |

B. Rent for second five (5) year option:

|      |        |            |
|------|--------|------------|
| i)   | Year 1 | \$8,164.68 |
| ii)  | Year 2 | \$8,327.97 |
| iii) | Year 3 | \$8,494.53 |
| iv)  | Year 4 | \$8,664.42 |
| v)   | Year 5 | \$8,837.71 |

Lessee shall exercise said option by giving Lessor written notice thereof not less than nine (9) months, prior to the expiration of the original or then present term of this Lease, as the case may be.

## ARTICLE VIII

### Restriction

Lessee agrees that it will use the demised premises only for the purpose of operating a business which includes the following:

A full service restaurant, during those hours permitted by the restaurant permit of the Town of Natick. The use of the premises by any successor or assignee to or under this Lease shall be subject to the approval in writing of the Lessor, which approval shall not be unreasonably withheld.

## ARTICLE IX

### Renovations and Alterations by the Lessee

The Lessee shall have the right, at Lessee's own expense, during the Lessee's term, to make such renovations, alterations, replacements, changes or improvements to the interior of the demised premises as it may, in its reasonable judgment, deem proper and necessary for the occupation thereof or the full and beneficial use thereof. The Lessee agrees that any such renovations, alterations, replacements, changes or improvements shall be carried out in a good and workmanlike manner. And any renovations, alterations, replacements, changes or improvements affecting the exterior of the building shall be subject to the approval in writing by the Lessor, in the Lessor's sole discretion.

## ARTICLE X

### Repairs and Maintenance

The Lessor agrees that, during the term of Lessee's Lease, the Lessor will keep the exterior of the building, including the roof, walls and foundation, entrances and exits

thereto, and awnings in good and substantial order, condition and repair at the Lessor's own expense. All glass at the demised premises shall be delivered whole at the commencement of the Lease. The repair of any exterior glass, including glass that is installed in doors, is excepted from the Lessor's responsibility and shall be at the sole expense of the Lessee.

The Lessor agrees it will maintain the plumbing and electric lines servicing the demised premises, all in good repair, unless caused by negligent acts or omissions of Lessee, except that any modifications or alterations thereto made by the Lessee in accordance with the provisions herein contained shall be maintained in good repair by the Lessee.

The Lessor reserves the right to place, maintain, repair and replace such utility facilities or lines, pipes, wires and the like, over, upon and through the demised premises as may be necessary or advisable for servicing the demised premises or the Shopping Center, provided, however, that the Lessee's use of the demised premises shall not be unreasonably interfered with and shall be interfered with only temporarily during such placing, maintaining, repairing, and replacing. The Lessee agrees that during the Lessee's term, the Lessee will keep the interior of the demised premises in good and substantial order and repair at Lessee's own cost and expense, reasonable use and wear, damage by fire or other casualty excepted. Lessee may, but shall not be required to, inspect the premises prior to occupancy or the commencement of renovation activities by the Lessee for the purpose of determining whether there are any defects in the premises which make the premises unsuitable for use by the Lessee.

In the event it becomes necessary to replace any window or door (other than for

breakage of glass which is provided for in Article X) at the demised premises, Lessor will replace same at Lessor's sole expense, unless such damage is caused by the negligent act of the Lessee, the Lessee's employees, agents or invitees, in which case such replacement shall be at the sole expense of the Lessee.

In the event that the furnace serving the demised premises needs to be replaced because it is permanently inoperative, Lessor will promptly replace same at Lessor's sole cost and expense.

At the expiration of said term, the Lessee will remove its property, goods and effects, and those of all persons claiming under it, and will peaceably yield up to the Lessor the said demised premises and all erections and additions made to or upon the same, except as hereinafter otherwise provided, in good repair, order and condition in all respects, damage by fire or other unavoidable casualties and reasonable wear and use excepted.

#### ARTICLE XI

##### Furniture, Furnishings, Fixtures, Partitions, Counters, Safes, Wiring and Equipment

The Lessee shall have the right at any time or from time to time during the Lessee's term to cause to be installed in the demised premises in a good and workmanlike manner such furniture, furnishings, fixtures, partitions, wiring, counters, safes, and equipment and other trade fixtures as it may see fit and to change or exchange the same and to remove the same at any time during or at the expiration of said term or if later, on cessation of occupancy by the Lessee. All furniture, furnishings, fixtures, partitions, wiring, counters, safes and other type equipment and trade fixtures



hereinafter installed under this Article XI shall be and remain personal property and the property of the Lessee, notwithstanding that any of the same may be incorporated into the real estate, provided that after the removal of any such as may have been incorporated into the real estate, any holes or openings have been repaired or replaced in a good and workmanlike manner, and no damage to the realty remains, and provided that Lessee shall not be required to remove partitions installed by the Lessee unless requested to do so at the expiration of the term hereof.

Notwithstanding any other provisions in this Lease contained, on the termination of this Lease, the Lessee shall have the right, but not the obligation, to leave in the demised premises any and all installations therein (including partitions and trade fixtures) made by the Lessee, in which case all such installations shall forthwith become the property of the Lessor.

## ARTICLE XII

### Signs

The Lessee shall have the right during the Lessee's term to install a sign over the entrance on the exterior wall of the demised premises, and to have appropriate lettering affixed to or painted on the doors and windows of the premises, which sign shall be subject to the written approval of the Lessor, and town, state or federal authorities, and Lessor's approval shall be in Lessor's sole discretion.

The Lessor agrees that the lighting of any signs of the Lessee shall be at the discretion of the Lessee, subject, however, to applicable town, state or federal ordinances, by-laws or statutes, if any.

The Lessor agrees that it will not erect and that no tenant will be allowed to erect

additional signs or relocate any existing signs which would block or obstruct signs of the Lessee on the demised premises.

There will be no additional standing signs in the East Central Street lot.

#### ARTICLE XIII

##### Quiet Enjoyment

Lessor hereby covenants and agrees that the Lessee paying the rent herein reserved and performing or observing the agreements and covenants in this Lease contained on the part of the Lessee to be performed or observed, shall and may peaceably and quietly have, hold and enjoy the demised premises, for the term aforesaid, free from hindrance, eviction or disturbance by the Lessor or any person or persons claiming by, through or under the Lessor.

Lessee agrees to take deliveries during normal business hours through the rear of the premises.

#### ARTICLE XIV

##### Indemnities

1. The Lessor covenants and agrees to protect and save and keep the Lessee harmless and indemnified against and from any loss, damage, liability or expense arising out of or from any accident or occurrence on the demised premises causing injury or damage to any person or to the property of others if due to the negligence of the Lessor, including Lessor's agents, employees, contractors, or invitees, or the failure of the Lessor, including Lessor's agents, employees, contractors, or invitees, to perform or observe any of the covenants and agreements herein contained on the part of the Lessor to be performed or observed.

2. The Lessee covenants and agrees to protect and save and keep the Lessor harmless and indemnified against and from any loss, damage, liability or expense arising out of or from any accident or occurrence on the demised premises causing injury or damage to any person or to the property of others if due to the negligence of the Lessee or the failure of the Lessee to perform or observe any of the covenants and agreements herein contained on the part of the Lessee to be performed or observed.

3. Notwithstanding the provisions of paragraphs 1 and 2 of this Article, the Lessor and the Lessee do each hereby release the other party hereto from any liability with respect to any damage to or destruction of the property of the other caused by the fault or negligence of the Lessor or its agents, servants or employees, on the one hand, or caused by the fault or negligence of the Lessee or its agents, servants or employees on the other hand, to the extent that the damaged party's insurance actually in force at the time of any damage or destruction actually pays for the loss incurred and permits such release; it being specifically understood and agreed that such release is not and shall not be effective to the extent that it is not permitted by any policy or policies in force when the destruction or damage occurs, and shall be ineffective as to the amount of any destruction or damage which is so caused in excess of the amount recovered by the damaged party under insurance policies in force when the damage or destruction occurs.

#### ARTICLE XV

##### Notice to Cure Defaults

Except as to the non-payment of rent under Article II and Article VII, which shall have a written notice period of ten (10) days, it is mutually agreed that in event of any default in the performance or observance of any agreement or covenant in this Lease

contained on its part to be performed or observed, by either party to this Lease, the complaining party will give written notice thereof to the defaulting party and grant to said party a period of thirty (30) days after the giving of such notice in which to cure such default prior to availing itself of any remedy otherwise available to the complaining party by reason of such default and that should such default be cured if the same is repairable or, if not repairable, fair compensation therefor shall be offered, within such period, it shall for all purposes of this Lease be deemed to have been cured retroactively to the date thereof as if it had never happened. The provisions of this Article shall in no event be applicable to Article II and Article VII, if notices of non-payment of rent are sent by Lessor to Lessee two (2) times in any twelve (12)-month period, and Article XVII of this Lease.

#### ARTICLE XVI

##### Cumulative Rights

It is further covenanted and agreed that all rights and remedies of the Lessor and the Lessee under this Lease shall be cumulative and that the exercise of any rights thereof shall not preclude the exercise of any other rights and remedies allowed by law.

#### ARTICLE XVII

##### Fire Clause

In case the building in which the demised premises are located be damaged or destroyed by fire, or other casualty, at any time or times during the term hereof, as extended, (provided the same is not destroyed or damaged to the extent referred to in the final sentence of this Article) the Lessor will, with all due diligence, and at the Lessor's expense and cost, repair, restore, and rebuild the same so that it shall, after such repair, restoration and rebuilding shall have been completed, be substantially the same as prior

to such damage and destruction, and that the rent herein reserved, or a just and proportionate part thereof according to the nature or extent of the damage or destruction, shall be abated from and after the date of such damage or destruction and until said building shall have been repaired, restored or rebuilt so that it shall be as fit and practicable for use as prior to such damage or destruction and the Lessee shall have full and beneficial use and enjoyment of all the demised premises. In the event that after such damage or destruction the Lessor shall fail or refuse to proceed with such repairs, restoration and rebuilding within thirty (30) days after such damage or destruction the Lessee may, at its option, give ten (10) days notice in writing to the Lessor after the expiration of said thirty (30) day period, or at any time thereafter when the Lessor shall not be diligently proceeding with such repairs, restoration and rebuilding of its intention to proceed with and arrange for the said repairs, restoration and rebuilding. Said notice shall include an estimated budget of the expenses of such repairs, restoration and rebuilding. Unless the Lessor shall within ten (10) days from the receipt of such notice proceed with and thereafter diligently carry on such repairs, restoration and rebuilding, the Lessee may, at its option, so proceed and the Lessor shall indemnify the Lessee in full up to the amount of such estimated budget for any and all expenses arising out of such repairs, restoration and rebuilding which the Lessee has proceeded with or arranged for as hereinbefore provided. Provided, however, that if the demised premises shall, at any time during said term, be destroyed or damaged to the extent of at least fifty (50%) percent of its aggregate sound insurable value, or such repair cannot be completed within one hundred twenty (120) days of such casualty loss, then, and in either of such events, the Lessor or the Lessee may within fifteen (15) days after the occurrence of such event,

at the option of either, cancel and terminate this Lease by giving notice in writing to the other party hereto, and thereupon this Lease shall cease and come to an end as of the date of such damage or destruction.

#### ARTICLE XVIII

##### Taking or Action of Public Authority

If, during the Lessee's term, the demised premises or any portion thereof shall be taken or appropriated for a street or other public or quasi-public use, or condemned, so that the said premises or any substantial portion thereof shall be rendered unfit or impractical for business uses and occupation as set forth hereinabove, then at either the Lessor's or the Lessee's option this Lease shall terminate upon either party's giving notice in writing to the other of its election so to do within ninety (90) days after such taking, appropriation or condemnation; and if, the facts with respect thereto are such that the Lease is not terminated, then a just proportion of the rent, hereinabove reserved, according to the nature and extent of the taking, appropriation or condemnation sustained by the demised premises shall be permanently abated from the time of such taking, appropriation or condemnation, and a just proportion of the remainder of the rent hereinbefore reserved, according to the nature and extent of the taking, appropriation or condemnation sustained by the demised premises, shall be abated. If the occupation of the demised premises shall at any time during the term be prohibited, without fault of the Lessee, by action of any public authority not in this Lease otherwise dealt with and provided for, there shall be an abatement of the rent payable by the Lessee hereunder for, during and with respect to the period during which such prohibition shall be effective.

## ARTICLE XIX

### Right of Termination

This Lease is made on condition that if the Lessee shall neglect or fail to perform or observe any of the material covenants contained herein, and on its part to be performed or observed, and shall have failed to take and prosecute appropriate steps to remedy such breach or default within: (1) ten (10) days after written notice (if required by Article XV) in the case of non-payment of rent); or (2) thirty (30) days after written notice of such breach or default has been given by the Lessor to the Lessee (in cases other than non-payment of rent); or (3) sixty (60) days after written notice of such breach or default has been given, only in the event that a cure, other than for non-payment of rent, cannot be reasonably completed within said thirty (30) days if Lessee has made diligent efforts within said thirty (30) days to remedy such breach or default; or (4) if the estate hereby created shall be taken on execution, or by other process of law; or (5) if the Lessee shall be declared bankrupt or insolvent according to law, or (6) if any assignment shall be made of its property for the benefit of its creditors, then, and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), the Lessor may, immediately, or at any time thereafter, and without further demand or notice, pursuant to law, enter into and upon the demised premises or any part thereof in the name of the whole, and repossesses the same as of its former estate, and expel the Lessee and those claiming by, through or under it and remove its effects without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid this Lease shall determine;

and the Lessee covenants that in case of such termination based upon Lessee's default of the Lessee's obligations hereunder, the Lessee will indemnify the Lessor against all loss of rent and other payment which it may reasonably incur by reason of such termination, except such loss and damage which ensues by failure of the Lessor to make reasonable efforts to re-let the demised premises, during the residue of the time first above specified for the duration of the said term.

#### ARTICLE XX

##### Provision for Notices

The Lessor agrees that any notice or communication relating to this Lease shall be deemed to have been duly delivered to it when sent by registered or certified mail addressed to it at the address then last in writing notified by the Lessor to the Lessee as an address which the Lessee may use in giving notices and sending other communications under this Lease; and the Lessor hereby notifies the Lessee that it may use in giving notices and sending other communications hereunder the address: Rocco Franciose, Jr., Franciose Bros., Inc., 148 East Central Street, Natick, MA 01760. The Lessee agrees that any notice or communication relating to this Lease shall be deemed to have been duly delivered to it at the premises, or, when sent by registered or certified mail addressed to it: Mole Sauce, Inc., 148 East Central Street, Unit A2, Natick, MA 01760, or at the address then last in writing notified by the Lessee to the Lessor as an address which the Lessor may use in giving notices and sending other communications under this Lease. All notices shall be deemed effective either upon receipt or upon refusal to accept delivery.



#### ARTICLE XXI

##### Parking

Lessee, during the term of this Lease and any extension thereof, shall have the right to use for its customers, in common with others entitled thereto, the parking areas located in the said Shopping Center.

#### ARTICLE XXII

##### Assignment

The Lessee herein will not assign this Lease nor underlet the whole or any part of the said premises without first obtaining on each occasion the consent in writing of the Lessor; which consent will not be unreasonably withheld, conditioned or delayed, but any assignment will not release the Lessee from its covenants of this Lease.

#### ARTICLE XXIII

##### Lessor's Covenants

The Lessor covenants and represents that this Lease and the purposes which it contemplates in no way violate any restrictions which may now exist upon the demised premises.

#### ARTICLE XXIV

##### Public Liability and Insurance

Lessee shall maintain with respect to the demised premises, public liability insurance with limits of \$1,000,000.00/\$3,000,000.00 and property damage insurance in limits of \$50,000.00 in companies qualified to do business in Massachusetts with respect to personal injury and property damage, and naming the Lessor as an insured. Upon Lessee providing Lessor with a Certificate of Insurance, documenting that such insurance coverage is in place and that Lessor is named as an additional insured under such

insurance, Lessee shall be given access to the Leased premises.

The Lessor agrees to insure the building of which the demised premises are a part to at least eighty (80%) percent of its insurable value against loss or damage by fire, including risks covered by standard extended coverage, and in case of such loss or damage to repair, rebuild and restore said building with reasonable diligence so that the demised premises shall promptly be put in proper condition and made fit and available for Lessee's use and occupancy, provided that this Lease shall not have been terminated under the provisions hereof.

Each party hereto shall deposit with the other, as the case may be, certificates of such insurance at or prior to the commencement of the term, and thereafter within ten (10) days prior to the expiration of such policies. Such policies shall to the extent obtainable provide that the policies may not be canceled without at least ten (10) days prior written notice to Lessor and Lessee. Such insurance may be maintained by Lessor or Lessee under a blanket policy or policies, so called.

#### ARTICLE XXV

##### Interpretation

The various headings herein and the groupings of the provisions of this Lease into separate articles and paragraphs shall not be construed to limit or restrict either the meaning or application of any provision hereof and are for the purpose of convenience only.

The expression "Lessor" shall refer to the Lessor, its successors and assigns, and the expression "Lessee" shall refer to the Lessee, its successors and assigns.

## ARTICLE XXVI

### Subordination

Lessee shall upon the request of the Lessor in writing subordinate this Lease and the lien hereof to the lien of any present or future mortgage or mortgages upon the demised premises or any property of which the demised premises are a part irrespective of the time of execution or the time of recording of any such mortgage or mortgages.

The word mortgage as used herein includes mortgages, deeds of trust or other similar instruments and modifications, extensions, renewals and replacements thereof and any and all advances thereunder. The Lessee's obligations to subordinate this Lease shall be conditional upon the agreement by such mortgagee that in the event of any entry by the mortgagee to foreclose such mortgage or in the event of a foreclosure of such mortgage, the Lessee, if it is not then or thereafter in default with respect to any of the covenants or conditions of this Lease by the Lessee to be performed or observed, shall peaceably hold and enjoy the demised premises for the remainder of the unexpired term of this Lease upon same terms, covenants and conditions as in this Lease contained and without any hindrance or interruption from the mortgagee.

It is mutually covenanted and agreed by and between the parties hereto that each of the phrases, expressions, terms, conditions, provisions, stipulations, omissions, promises, agreements, requirements and obligations of this Lease shall extend to and bind or inure to the benefit of the successors and assigns of the parties hereto and wherever in this Lease a reference to either of the parties hereto is made, such reference shall be deemed to include wherever applicable a reference to its successors and assigns, the same as if in each case expressed, and all the conditions and covenants

contained in this Lease shall be construed as covenants running with the land.

ARTICLE XXVII

Waiver

It is mutually agreed that if at any time either party hereto shall expressly or by implication waive any breach of any agreement or covenant of this Lease, such waiver shall not be construed as a continuing waiver of other breaches of the same or other terms or conditions of this Lease.

ARTICLE XXVIII

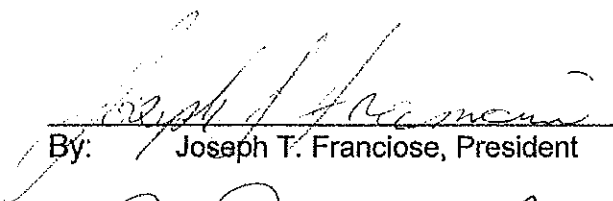
RELEASE

The obligations of the Lessor hereunder are contingent upon the execution of a release of the Leasehold interest for Units A2 and A3 by Torchona Group, LLC, which will be effective, at the time the Lessee obtains a liquor license.

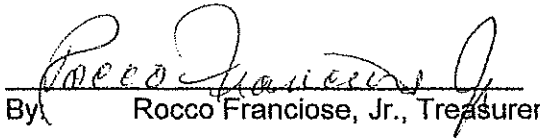
WITNESS the execution hereof under seal the day and year first above written.

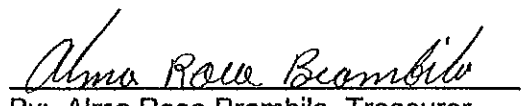
**FRANCIOSE BROS., INC.** (Lessor)

**MOLE SAUCE, INC.** (Lessee)

  
By: Joseph T. Franciose, President

  
By: David Brambila, President

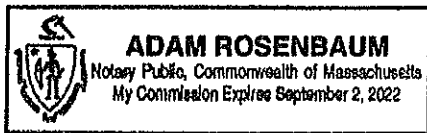
  
By: Rocco Franciose, Jr., Treasurer

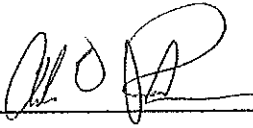
  
By: Alma Rose Brambila, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 8<sup>th</sup> day of <sup>May</sup>~~March~~, 2017, before me, the undersigned notary public, personally appeared DAVID BRAMBILA, proved to me through satisfactory evidence of identification, which was Massachusetts Drivers License [personally known to me], to be the person whose name is signed on the preceding or attached document, and acknowledged to me that the signing of the preceding or attached document is signed in my presence by the said DAVID BRAMBILA, as President of Mole Sauce, Inc., and Individually, for its stated purpose.

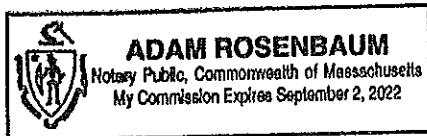



  
\_\_\_\_\_  
Notary Public  
My commission expires: Sept. 2<sup>nd</sup>, 2022

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 8<sup>th</sup> day of <sup>May</sup>~~March~~, 2017, before me, the undersigned notary public, personally appeared ALMA ROSE BRAMBILA, proved to me through satisfactory evidence of identification, which was Massachusetts Drivers License [personally known to me], to be the person whose name is signed on the preceding or attached document, and acknowledged to me that the signing of the preceding or attached document is signed in my presence by the said ALMA ROSE BRAMBILA, as Treasurer of Mole Sauce, Inc., and Individually, for its stated purpose.

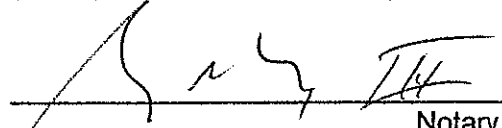


  
\_\_\_\_\_  
Notary Public  
My commission expires: Sept. 2<sup>nd</sup>, 2022

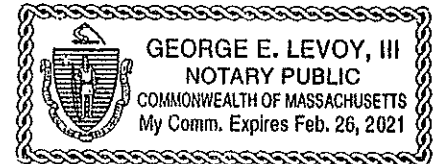
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 10th day of <sup>May</sup>~~March~~, 2017, before me, the undersigned notary public, personally appeared JOSEPH T. FRANCIOSSE, proved to me through satisfactory evidence of identification, which was a license [personally known to me], to be the person whose name is signed on the preceding or attached document, and acknowledged to me that the signing of the preceding or attached document is signed in my presence by the said JOSEPH T. FRANCIOSSE, as President of FRANCIOSSE BROS., INC., a Massachusetts corporation, for its stated purpose.

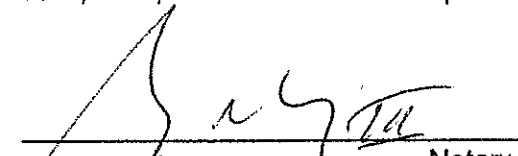
  
\_\_\_\_\_  
Notary Public  
My commission expires:

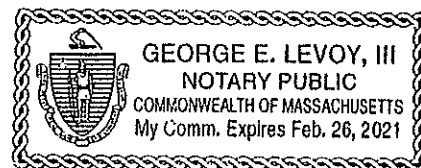
COMMONWEALTH OF MASSACHUSETTS



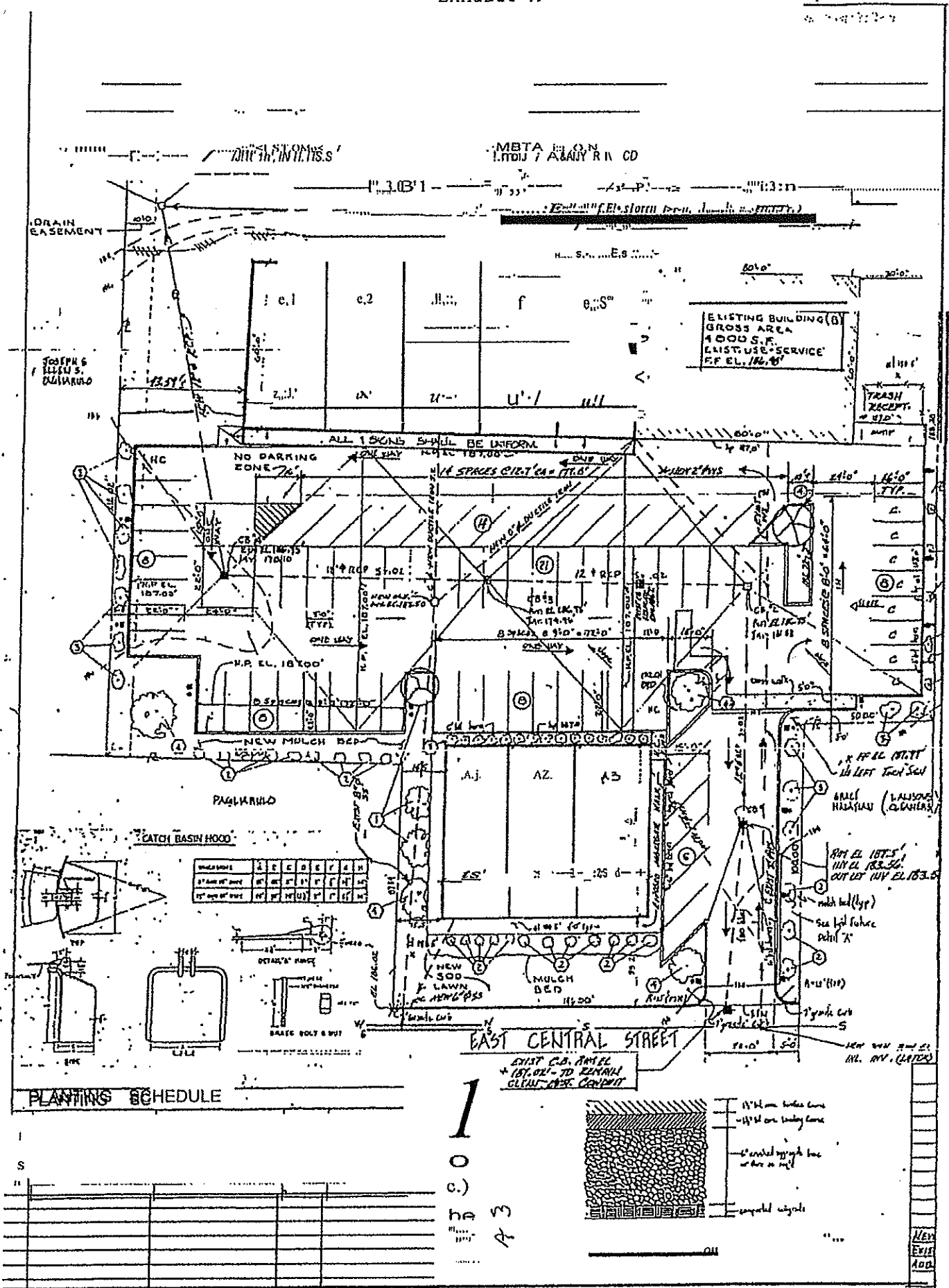
Middlesex, ss.

On this 10th day of <sup>May</sup>~~March~~, 2017, before me, the undersigned notary public, personally appeared ROCCO FRANCIOSSE, JR., proved to me through satisfactory evidence of identification, which was license [personally known to me], to be the person whose name is signed on the preceding or attached document, and acknowledged to me that the signing of the preceding or attached document is signed in my presence by the said ROCCO FRANCIOSSE, JR., as Treasurer of FRANCIOSSE BROS., INC., a Massachusetts corporation, for its stated purpose.

  
\_\_\_\_\_  
Notary Public  
My commission expires:



## EXHIBIT A





Donna Donovan <[ddonovan@natickma.org](mailto:ddonovan@natickma.org)>

**Re: New Alcohol License**

1 message

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

Mon, Jun 12, 2017 at 9:51 AM

Donna,

We have conducted a review of the attached Retail Alcoholic Beverage License. As part of the review we looked at both David E. and David F. Brambila. At this time we would recommend to the BOS that they approve this request.

Respectfully submitted,

Lt. Brian G. Lauzon

On Thu, Jun 8, 2017 at 4:56 PM, Donna Donovan <[ddonovan@natickma.org](mailto:ddonovan@natickma.org)> wrote:

Hi Brian,

I apologize but I should have sent this over to you earlier. I told the applicant that we would put it on the June 26th agenda. I don't usually give them a date until you review it but we were having difficulty scheduling it with summer vacation schedules. Sorry.....

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



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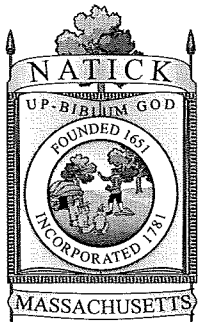
**ITEM TITLE:** Procurement Officer: Contracts

**ITEM SUMMARY:** a. Shaw Park Pillars  
b. Recreation & Parks Transportation  
c. MWRTA Contract Extension for the Elderly and Disabled Transportation Services  
d. Fire Chief Assessment Center RFP  
e. Parking Garage RFQ

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**ATTACHMENTS:**

| <b>Description</b>  | <b>Upload Date</b> | <b>Type</b> |
|---|--------------------|-------------|
| Shaw Park Pillars Contract                                | 6/20/2017          | Cover Memo  |
| Recreation & Parks Transportation Services Contract       | 6/19/2017          | Cover Memo  |
| MWRTA Contract Extension Memo-J. Lambert                  | 6/21/2017          | Cover Memo  |
| MWRTA_COA Contract Extension 2017-2018                    | 6/21/2017          | Cover Memo  |
| Fire Chief Screening Committee Memo-J. Everett & M. White | 6/21/2017          | Cover Memo  |
| Fire Chief Assessment Center RFP Justification-B. LeBlanc | 6/21/2017          | Cover Memo  |
| Fire Chief Assessment Center RFP                          | 6/21/2017          | Cover Memo  |
| Parking Garage RFQ  | 6/22/2017          | Cover Memo  |
| Parking Garage-Cities/Towns Application                   | 6/21/2017          | Cover Memo  |
| Parking Garage-OPM Form of Contract                       | 6/21/2017          | Cover Memo  |



## TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Board of Selectmen  
Martha White, Town Administrator  
William Chenard, Deputy Town Administrator – Operations  
Jemma Lambert, Community Services Director  
Karen Partanen, Director, Natick Recreation and Parks

**FROM:** Bryan R. Le Blanc, Procurement Officer

**DATE:** June 19, 2017

**SUBJECT: CONTRACT AWARD**  
**Restoration of the Shaw Park Pillars**

On June 12, 2017, responses/quotes were received for restoration of the Shaw Park Pillars in the Town of Natick, Massachusetts. Responses/quotes were received from five (5) responders/quoting parties. (See attached.)

The lowest responder/quoting party, Bautista Masonry, Corp., is the lowest responsible and eligible responder/quoting party. We recommend that the Natick Board of Selectmen award the contract to Bautista Masonry, Corp., for the complete main work, plus Add. Alts. 1 and 2, as provided for in the Town's Request for Responses. The amount of the award will be for \$18,875.00, as provided for in Batutista Masonry's Response. I have reviewed the responses/quotes received and have checked the references and qualifications of Bautista Masonry Corp.

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

|  |                    |
|--|--------------------|
| Quotes/Responses Received:                               | 06/12/17           |
| Newspaper Advertisement ( <u>Metrowest Daily News</u> ): | 05/17/17           |
| Website & Town Hall Posting:                             | 05/15/17           |
| Central Register & COMMBUYS Posting:                     | 05/24/17 & 5/15/17 |

|          |          |                        |          |        |
|----------|----------|------------------------|----------|--------|
| Funding: | \$15,000 | Historical Restoration | 00020211 | 584000 |
|          | \$ 4,250 | Historical Restoration | 00020257 | 584000 |

Responses Received: See attached.

**Town of Natick**

[illegible]

QuotesResponses - Restoration of the Shaw Park Pillars

Date & Time: June 12, 2017, 11:00 A.M. EDT

[illegible]

Signed this 12<sup>th</sup> day of June 1867 party persons,  
Raymond B. Brown 6/12/67.

6/12/17

## MEMORANDUM

To: FILE

From: Bryan R. Le Blanc, Procurement Officer

Re: Public Notification and Quote Process – Shaw Park Pillars

Date: May 24, 2017

In May, 2017, I received a procurement request for services to perform maintenance work of the Shaw Park Pillars, which has an estimated repair cost of \$25,000 to \$35,000 dollars.

The requisite statutory reference governing this maintenance service for a public work is M.G.L. c. 30, §39M, which provides, in relevant part, as follows:

*...Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is estimated by the awarding authority to cost not less than \$10,000 but not more than \$50,000 shall be awarded to the responsible bidder offering to perform the contract at the lowest price. The awarding authority shall make public notification of the contract and shall seek written responses from no fewer than 3 persons who customarily perform such work. For purposes of this subsection, the term "public notification" shall include, but need not be limited to, posting, at least 2 weeks before the time specified in the notification for the receipt of responses, the contract and scope-of-work statement: (1) on the website of the awarding authority, (2) on the COMMBUYS system administered by the operational services division, (3) in the central register published pursuant to section 20A of chapter 9 and (4) in a conspicuous place in or near the primary office of the awarding authority; provided, however, that if the awarding authority obtains a minimum of 2 written responses from a vendor list established through a blanket contract or a statewide contract procured through the operational services division, and the lowest of those written responses is deemed acceptable to the awarding authority, public notification is not required. The solicitation shall include a scope-of-work statement that defines the work to be performed and provides potential responders with sufficient information regarding the objectives and requirements of the awarding authority and the time period within which the work shall be completed. The awarding authority shall record the names and addresses of all persons from whom written responses were sought, the names of the persons submitting written responses and the date and amount of each written response...*

This is now known as the "quote plus public notification" process, requiring both quotes and public advertising and award to the responsible bidder offering the lowest price (of all from whom quotes sought and from those who responded to the public notification process.)

### WRITTEN PURCHASE DESCRIPTION:

The Town's Recreation and Parks Department provided me with the following scope of services:

The Town solicits written Responses from qualified firms or individuals for restoring historical pillars at Shaw Park, 53 Eliot Street, South Natick, Massachusetts.

Shaw Park was donated to the Town of Natick as a public park in 1932 by Mrs. R.G. Shaw. She engaged Mr. Charles Gorely of Wellesley to landscape the site as a park before it was given to the Town of Natick. The "Old Natick Inn" previously occupied the land until it was closed in 1929.

The work includes evaluation and removal deteriorating stone/masonry pillars (2). It also includes work to rebuild to match existing stonework. The approximate dimensions are two feet (2') x two feet (2') x four feet (4'). The stone is believed to be native granite stones from the ground.

As an add alternate item, the Town also seeks a price to restore blue stone landing, including steps, leading up to and surrounding the pillars. The work would include removing the blue stone and to re-install new bluestone. The approximate area of bluestone is approximately 200 square feet spread over three (3) steps. See attached drawing for specific details.

As a second add alternate item, the Town also seeks a price to restore the back stairs. The work would include removing the blue stone and re-installing the same. The approximate area of the two steps combined is 53.333 square feet.

A drawing and photos of the two (2) alternates is attached.

The Town will award a contract, if at all, to the responsible and eligible responder/quoting party who submits the lowest price for the main work (stone pillar restoration). However, should sufficient funds be available, the Town may award a contract, if at all, to the lowest responsible and eligible responder/quoting party who submits the lowest price for the main work plus add alternate work (stone pillar restoration, plus bluestone restoration). Award is subject to sufficient appropriation, in any case.

Nothing herein will compel the Town to award a Contract. The Town may cancel this RFR, may waive, to the extent allowed by law, any informalities, and may reject any and all Responses, 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 Response that fails to satisfy any of the 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 Responder/Quoting Party 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 Responder/Quoting Party shall furnish to the Town a Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town.

The Successful Responder/Quoting Party shall, within ten (10) days after presentation thereof by the Town, execute a Contract in accordance with the terms of this RFR, in the form of the attached Contract. The Successful Responder/Quoting Party 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.

#### PUBLIC NOTIFICATION:

Public notification of the Request for Responses was given in the form of the following statement:

#### NOTICE TO RESPONDERS

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 responses for restoring historical pillars at Shaw Park, 53 Eliot Street, South Natick. The Request for Responses ("RFR") may be obtained from the Procurement Office, c/o Natick Public Works Building, 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 May 24, 2017. No Pre-Response Conference shall be held. Sealed Responses will be received until 11:00 A.M. local time, June 12, 2017, at the Procurement Office, Natick Public Works Building, 75 West Street, Natick, MA 01760, at which time and place all bids will be publicly opened and read. All Responses shall comply with the IFB issued by the Town of Natick, including, without limitation, Section 1, Instructions to Responders, 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. Contract award is subject to appropriation and award by the Natick Board of Selectmen. Any Response submitted will be binding for thirty (30) days subsequent to the time of opening.

Notice was posted as follows:

|                       |           |
|-----------------------|-----------|
| Central Register:     | 05/24/17  |
| COMMBUYS:             | 05/15/17  |
| Town Hall:            | 05/15/17  |
| Website:              | 05/15/17  |
| Metrowest Daily News: | 05/17/17. |

Responses were due no later than 11:00 A.M. local time on Monday, June 12, 2017.

#### SOLICITED FIRMS:

On Wednesday, May 24, 2017, I used the Request for Responses and its purchase description to solicit three (3) firms for written quotes, as required by M.G.L. c. 30, §39M. Firms solicited for written quotes, at the emails shown below were:

1. Raymond James Masonry Restoration, 100 North Street, Worcester, MA 01605; (508)-753-5230. Email [raymond@raymondjamesrestoration.com](mailto:raymond@raymondjamesrestoration.com) .
2. Haven Restoration/AMI, 79 Lyman Street, Northborough, MA 01532; (508)-351-6690. Email [jpowers@amiboston.com](mailto:jpowers@amiboston.com) .
3. Suburban Masonry Restoration, 2 Powder Mill Rd, Maynard, MA 01754; (978)-461-2434. Email [dan@suburbangmw.com](mailto:dan@suburbangmw.com) .

Quotes were ultimately due no later than 11:00 A.M. local time on Monday, June 12, 2017.

#### DATED WRITTEN QUOTES RECEIVED/PARTIES SUBMITTING QUOTES/AMOUNT OF EACH QUOTATION:

1. On May 26, 2017, Suburban Masonry Restoration responded that it will NOT be submitting a quote.
2. On June 12, 2017, Acronom Masonry, Inc. (AMI) (Lyman) of the above address, submitted a quote to repair the Shaw Park Pillars. (\$13,750.00 Main/\$15,800.00 Alt. 1/\$12,200.00 Alt. 2).
3. No quote was received from Raymond James Masonry Restoration.

#### RESPONSE TABULATION

Responses were opened at 11:00 A.M. local time on January 3, 2017.

Responses submitted were as follows:

1. On June 12, 2017, MJS Construction, Inc., of Wakefield, MA, submitted a response to repair the Shaw Park Pillars. (\$11,780.00 Main/\$16,940.00 Alt. 1/\$7,924.00 Alt. 2)
2. On June 12, 2017, Cali Corp., of Natick, MA, submitted a response to repair the Shaw Park Pillars (\$9,850.00 Main/\$14,975.00 Alt. 1/\$6,200.00 Alt. 2).
3. On June 12, 2017, Bautista Masonry, ~~Corp.~~, of Waltham, MA, submitted a response to repair the Shaw Park Pillars (\$2,950.00 Main/\$12,225.00 Alt. 1/\$3,700.00 Alt. 2).
4. On June 12, 2017, CD Masonry Restoration, Inc., Oxford, MA, submitted a response to repair the Shaw Park Pillars (\$15,000.00 Main/ \$20,900.00 Alt. 1/\$6,000.00 Alt. 2).

No other response was submitted.

The lowest overall quote/response was that of Bautista Masonry, Inc., which submitted the lowest price to repair the Shaw Park Pillars: \$2,950.00 Main/\$12,225.00 Alt. 1/\$3,700.00 Alt. 2.

**Town of Natick, Massachusetts**  
**Contract for Services for Restoring Historical Pillars at Shaw Park, 53 Eliot Street,**  
**South Natick (and Historical Bluestone Restoration, if applicable)**

This Contract is made this twenty-sixth day of June, 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" or the "Town"), and Bautista Masonry Corp., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 99 Milton Street, Waltham, MA 02453 (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 for restoring historical pillars (and historical bluestone restoration, if applicable) at Shaw Park, 53 Eliot Street, South Natick, as described in the Request for Responses for Restoring Historical Pillars at Shaw Park, 53 Eliot Street, South Natick ("RFR"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards.

3. Term

The term of this Contract shall commence as of the date specified in the opening recital and shall end one (1) year later. Time is of the essence in the performance of services rendered by the Contractor under this Contract.

4. Incorporation of the Request for Responses (RFR)/Order of Priority of Contract Documents

The provisions of the RFR and the Contractor's Response 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:

|                   |                                 |
|-------------------|---------------------------------|
| Highest Priority: | Amendments to Contract (if any) |
| Second Priority:  | Contract                        |



**Town of Natick, Massachusetts**  
**Contract for Services for Restoring Historical Pillars at Shaw Park, 53 Eliot Street,**  
**South Natick (and Historical Bluestone Restoration, if applicable)**

|                  |                             |
|------------------|-----------------------------|
| Third Priority:  | Addenda to the RFR (if any) |
| Fourth Priority: | RFR                         |
| Fifth Priority:  | Contractor's Response.      |

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 Response, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price/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 Responses, 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, 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

**Town of Natick, Massachusetts**  
**Contract for Services for Restoring Historical Pillars at Shaw Park, 53 Eliot Street,**  
**South Natick (and Historical Bluestone Restoration, if applicable)**

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. Any equipment shall be warranted against manufacturing and design defect for a minimum of one (1) year after the Town's acceptance of the same. 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.
- b.     Commercial General Liability Insurance, \$1,000,000 each occurrence and

**Town of Natick, Massachusetts**  
**Contract for Services for Restoring Historical Pillars at Shaw Park, 53 Eliot Street,**  
**South Natick (and Historical Bluestone Restoration, if applicable)**

\$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:
  - (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

**Town of Natick, Massachusetts**  
**Contract for Services for Restoring Historical Pillars at Shaw Park, 53 Eliot Street,**  
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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, committees, commissions, 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.
11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area

**Town of Natick, Massachusetts**  
**Contract for Services for Restoring Historical Pillars at Shaw Park, 53 Eliot Street,**  
**South Natick (and Historical Bluestone Restoration, if applicable)**

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 RFR 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

The Contractor shall furnish to the Town a Performance Bond, in the amount of one hundred percent (100%) of the Contract price, with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

13. Labor and Materials Payment Bond

The Contractor shall furnish 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 which is acceptable to the Town and which 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, 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.

**Town of Natick, Massachusetts**  
**Contract for Services for Restoring Historical Pillars at Shaw Park, 53 Eliot Street,**  
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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.
- 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

**Town of Natick, Massachusetts**  
**Contract for Services for Restoring Historical Pillars at Shaw Park, 53 Eliot Street,**  
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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 party in accordance with this Section.

|                 |   |
|-----------------|---|
| If to the Town: | Martha L. White, Town Administrator<br>Natick Town Hall<br>13 East Central Street<br>Natick, MA 01760 |
|-----------------|---|

**Town of Natick, Massachusetts**  
**Contract for Services for Restoring Historical Pillars at Shaw Park, 53 Eliot Street,**  
**South Natick (and Historical Bluestone Restoration, if applicable)**

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  
                                 Bautista Masonry Corp.  
                                 99 Milton Street  
                                 Waltham, MA 02453

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 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.



**Town of Natick, Massachusetts**  
**Contract for Services for Restoring Historical Pillars at Shaw Park, 53 Eliot Street,**  
**South Natick (and Historical Bluestone Restoration, if applicable)**

- 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 Response 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 Response 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

**Town of Natick, Massachusetts**  
**Contract for Services for Restoring Historical Pillars at Shaw Park, 53 Eliot Street,**  
**South Natick (and Historical Bluestone Restoration, if applicable)**

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

**Town of Natick, Massachusetts**  
**Contract for Services for Restoring Historical Pillars at Shaw Park, 53 Eliot Street,**  
**South Natick (and Historical Bluestone Restoration, if applicable)**

The Town of Natick, Massachusetts

Bautista Masonry Corp.

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.

\_\_\_\_\_  
Arti P. Mehta  
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 for Restoring Historical Pillars at Shaw Park, 53 Eliot Street,**  
**South Natick (and Historical Bluestone Restoration, if applicable)**

CERTIFICATE OF VOTE

I, \_\_\_\_\_, hereby certify  
(Clerk/Secretary)

that I am the duly qualified and acting \_\_\_\_\_ of  
\_\_\_\_\_  
(Corporation Name) (Title)

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 RESPONSE FORM

The undersigned Responder/Quoting Party hereby submits a response for restoring historical pillars at Shaw Park, 53 Eliot Street, South Natick

The Responder/Quoting Party acknowledges receipt of addendum/addenda numbers:

TOTAL BASE RESPONSE/QUOTE

TOTAL BASE RESPONSE/QUOTE  
- RESTORATION OF STONE PILLARS: \$ 2,950.00

ADD ALTERNATE ITEM 1 – RESTORATION OF BLUE STONE PATIO AND FRONT STEPS

ADD AN ADDITIONAL SUM OF

\$ 12,225.<sup>00</sup>

ADD ALTERNATE ITEM 2 – RESTORATION OF BLUE STONE BACK STEPS

ADD AN ADDITIONAL SUM OF

\$ 3,700

The undersigned certifies as follows:

- A. Responder/Quoting Party is an established business with a minimum of five (5) years of experience in providing services related to the performance of services outlined in this RFR. (Responder/Quoting Party shall attach to the Response 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 Responder/Quoting Party.
- B. Responder/Quoting Party holds all applicable State and Federal permits, licenses and approvals. (Responder/Quoting Party shall attach to the Response Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Responder/Quoting Party provides a qualified (Town-approved) Foreman, who shall be present at the work site at all times.

- D. Responder/Quoting Party provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Responder/Quoting Party holds all applicable documentation and Insurance in accordance with this RFR. (Responder/Quoting Party shall attach to the Response Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Responder, if chosen as the Successful Responder/Quoting Party, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
- F. Responder/Quoting Party shall attach to the Response Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Responder/Quoting Party 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. Responder/Quoting Party has not defaulted on any Contract within the last five (5) years.
- H. Responder/Quoting Party maintains a permanent place of business. (Responder/Quoting Party shall attach to the Response Form the address of his/her/its business.)
- I. Responder/Quoting Party has adequate personnel and equipment to perform the work expeditiously. (Responder/Quoting Party shall also attach to the Response Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Responses are sought. Responders shall attach to the Response Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Responder/Quoting Party has suitable financial status to meet obligations incident to the work. (Responder/Quoting Party shall attach to the Response Form a financial statement that shows the Responder's present financial status.
- K. Responder/Quoting Party is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Responder/Quoting Party shall attach to the Response Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Responder/Quoting Party has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Responder/Quoting Party possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Responder/Quoting Party 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. Responder/Quoting Party 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.

The undersigned certifies, under penalties of perjury, that this Response 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.

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Responder/Quoting Party 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.

The Responder/Quoting Party 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 RFR. No consultant to, or subcontractor for, the Responder/Quoting Party has given, offered, or agreed to give any gift, contribution, or offer of employment to the Responder/Quoting Party, 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 Responder/Quoting Party. No person, corporation, or other entity, other than a bona fide full time employee of the Responder/Quoting Party has been retained or hired to solicit for or in any way assist the Responder/Quoting Party in obtaining a Contract pursuant to this RFR 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 Responder/Quoting Party. The Responder/Quoting Party understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Responder/Quoting Party and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Responses. The Responder/Quoting Party understands that the Responder/Quoting Party 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.

The Responder/Quoting Party 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 Responder/Quoting Party 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 Responses.

The Responder/Quoting Party 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 Responder/Quoting Party shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.





Eder N. Baptista  
Authorized Signature

Eder N. Baptista  
Printed Name

Vice President  
Printed Title

6-11-17  
Date

Baptista Masonry Corp.  
Full Legal Name

Officers of Corporation and Addresses

99 Milton St.  
Waltham, MA 02452

Massachusetts  
State of Incorporation

Waltham, Mass  
Principal Place of Business

781-690-4469  
Tel.

Qualified in Massachusetts Yes ☒ No ☐

99 Milton St Waltham MA 02452  
Principal Place of Business in MA



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/19/2017

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).

|   |  |               |
|---|--|---------------|
| <b>PRODUCER</b><br>H & K Insurance Agency, Inc.<br>182 Main Street<br>Watertown, MA 02472 | <b>CONTACT NAME:</b> Annarita Bove   |               |
|   | <b>PHONE (A/C, No, Ext):</b> (617) 612-6503 <b>FAX (A/C, No):</b> (617) 926-0912 |               |
|   | <b>E-MAIL ADDRESS:</b> above@hkinsurance.com                                     |               |
| <b>INSURED</b><br>Bautista Masonry Corporation<br>99 Milton Street<br>Waltham, MA 02453   | <b>INSURER(S) AFFORDING COVERAGE</b>   | <b>NAIC #</b> |
|   | <b>INSURER A:</b> Safety   | 39454         |
|   | <b>INSURER B:</b> Safety Indemnity   | 33618         |
|   | <b>INSURER C:</b> Associated Employers Insurance Company                         | A0349         |
|   | <b>INSURER D:</b>  |               |
|   | <b>INSURER E:</b>  |               |
|   | <b>INSURER F:</b>  |               |

**COVERAGES****CERTIFICATE NUMBER:****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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | Y                               |          | BMA0004445            | 03/26/2017              | 03/26/2018              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>OTHER: \$ |
| B        | <b>AUTOMOBILE LIABILITY</b><br>ANY AUTO<br>OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br>HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  |                                 |          | 6233566               | 05/12/2017              | 05/12/2018              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>OTHER: \$   |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><br>DED RETENTION \$   |                                 |          | TBA                   | 06/20/2017              | 06/20/2018              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 2,000,000<br>OTHER: \$  |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input type="checkbox"/> | N/A      | WCC-500-5009901-2017A | 03/20/2017              | 03/20/2018              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |
|          |   |                                 |          |                       |                         |                         |  |

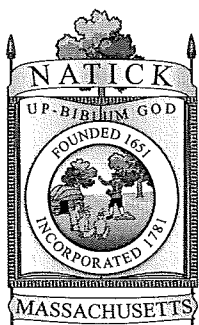
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured on a primary and non contributory basis with a with a waiver of subrogation on the General Liability Policy as required by written contract.  
Notice Of Cancellation Provision follows state laws. 10 days for nonpayment 30 days for all other  
Included in Blanket Additional Insured is: Town Of Natick

**CERTIFICATE HOLDER****CANCELLATION**

|                |  |
|----------------|--|
| Town Of Natick | 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<br>  |

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## TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Board of Selectmen  
Martha White, Town Administrator  
William Chenard, Deputy Town Administrator – Operations  
Jemma Lambert, Community Services Director  
Karen Partanen, Natick Recreation and Parks Director

**FROM:** Bryan R. Le Blanc, Procurement Officer

**DATE:** June 19, 2017

**SUBJECT: CONTRACT AWARD**  
**Recreation and Parks Transportation Services**

On June 6, 2017, pursuant to M.G.L. c. 30B, §5, bids were received for recreation and parks transportation services. Bids were received from two (2) bidders. (See attached.)

The lowest bidder, based upon the lowest average per mile cost to provide all services stated in the IFB over a three year term, First Student, Inc., is the lowest bidder and is the lowest responsible and responsive bidder. (Layover rates/extra buses were not taken into account, per the rule of award stated in the IFB.) We recommend that the Natick Board of Selectmen award the contract to First Student, Inc. for the main bid work. The amount of the award will be for the mileage rates stated in First Student, Inc.'s bid. We have reviewed the bids received and have checked the references and qualifications of First Student, Inc.

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

|                            |            |
|----------------------------|------------|
| Bids Received:             | 06/06/2017 |
| Newspaper Advertisement:   | 05/17/2017 |
| Website/Town Hall Posting: | 05/10/2017 |
| Goods and Services:        | 05/15/2017 |
| COMMBUYS Posting:          | 05/10/2017 |

Funding: Natick Recreation and Parks Revolving Account (User Fees – Woodtrail Camp)  
(\$30,000 year 1), expected to have sufficient sums for years 2 and 3.

Bids Received: See attached.



## IFB Opening Form

Date & Time: Wednesday, May 10, 2017, 11:00 A.M. EDT

[illegible]

Accepted under the provisions of section 6/6/11

Miller, A. G. 6/10/17



## IFB Opening Form

## Dept: Recreation and Parks

|                          |                              |                              |                           |                                  |   |                          |                          |                              |                 |
|--------------------------|------------------------------|------------------------------|---------------------------|----------------------------------|---|--------------------------|--------------------------|------------------------------|-----------------|
| Envelope Sealed & Marked | Certificate of Non-Collusion | Tax Compliance Certification | Cert. of Corporate Bidder | Conflict of Interest Certificate | Signature of Bidder & Addenda Receipt<br><i>N/A</i> | Certificate of Insurance | Compliance with MCL 151B | Certificate of Non-Debarment | Total Bid Price |
|--------------------------|------------------------------|------------------------------|---------------------------|----------------------------------|---|--------------------------|--------------------------|------------------------------|-----------------|

[illegible]

Witness Signature: \_\_\_\_\_





**Town of Natick, Massachusetts**  
**Contract**  
**for**  
**the Provision of Transportation Services for the Natick Recreation and Parks Department**

This Contract made this twenty-sixth day of June, 2017, between the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter Designated "the Town of Natick," or "the Town") and First Student, Inc., a corporation organized under the laws of the State of Delaware, with a principal office located at 600 Vine Street, Suite 1400, Cincinnati, OH 45202, and a Massachusetts office located at 68 Industrial Boulevard, Suite #6, Hanson, MA 02341, hereinafter designated "the Contractor"). The words "he", "him" and "his" in this Contract, so far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation.

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide transportation services for the Natick Recreation and Parks Department, as described in the Town of Natick Invitation for Bids for the Provision of Transportation Services for the Natick Recreation and Parks Department ("IFB"), which is incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards.

3. Term

The term of this Contract shall be three (3) years, commencing on July 1, 2017, and ending June 30, 2020.

4. Incorporation of the IFB/Order of Priority of Contract Documents

The provisions of the IFB and 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:

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

5. Payment

In consideration for the services rendered pursuant to the IFB issued by the Town, the Town shall pay the Contractor according to price rate specified in the Contractor's Bid. (Submitted bid form attached.)



The Contractor shall be required to provide current fuel costs from its supplier, together with suppliers invoice showing proof of cost. Should the Contractor's cost of fuel increase above the stated base cost, the Town will reimburse one hundred percent (100%) of the increase on a per gallon usage, based on five (5) miles per gallon.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for equipment delivered 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.

Except as noted in the IFB, this Contract is a fixed price/fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's performance shall not be paid by the Town.

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

Deleted – Not Applicable.

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, 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, and the provisions of Chapter 90A of the Massachusetts General Laws regarding the licensing of bus operators. 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 any other laws, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of this 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 coverage's 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.
- b. Commercial General Liability Insurance, \$5,000,000 each occurrence and \$5,000,000 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 - Combined single limit of \$5,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$20,000,000 each occurrence and \$20,000,000 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 Owner 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 this Contract.
- h. The Contractor shall also be required to provide with its proof of insurance coverage to the Town of Natick endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess umbrella 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:
  - (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.

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, 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, committees, commissions, 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 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.

11. Familiarity with Conditions of Contract

By signing this Contract, the Contractor acknowledges that it has examined the subject matter of this Contract, and that it is familiar 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

The Contractor shall deliver a Performance Bond in the amount of one hundred (100) percent of the Contract price to the Town within twenty (20) business days after notification of acceptance of Contract by the Town. The Performance Bond shall be issued by a surety company licensed by the Massachusetts Division of Insurance. Said Performance Bond shall remain in effect no less than one (1) year after the expiration of the term of this Contract, or any extension or renewal thereof.

13. Payment Bond





Deleted – Not Applicable.

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, 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 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 under this Contract.

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 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.

If to the Owner:

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  
First Student, Inc.  
600 Vine Street, Suite 1400  
Cincinnati, OH 45202.

## 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 Owner shall constitute a waiver of a right or duty afforded to the Owner 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 Owner shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Owner. No waiver by the Owner 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 Owner 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 Owner 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 Owner has expressly waived such confidentiality in advance in writing.

- f. The Contractor shall not represent or purport to represent that it speaks for the Owner vis-à-vis the media or the public at-large without the Owner's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Owner, in writing, the names, addresses and telephone numbers of not fewer than two 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 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 Owner.
- 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 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 five (5) copies as a sealed instrument.



The Town of Natick, Massachusetts

by: The Natick Board of Selectmen

\_\_\_\_\_  
Jonathan H. Freedman, Chairman

\_\_\_\_\_  
Susan G. Salamoff, Vice Chairman

\_\_\_\_\_  
Richard P. Jennett, Jr., Clerk

\_\_\_\_\_  
Michael J. Hickey.

\_\_\_\_\_  
Amy K. Mistrot

Dated: \_\_\_\_\_

First Student, Inc.

by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

Dated: \_\_\_\_\_



APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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.

\_\_\_\_\_  
Arti P. Mehta  
Comptroller, Town of Natick

Dated: \_\_\_\_\_

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE

\_\_\_\_\_  
John P. Flynn, Esquire

Dated: \_\_\_\_\_



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**

**THE PROVISION OF TRANSPORTATION SERVICES FOR  
THE NATICK RECREATION AND PARKS DEPARTMENT**

**May 22, 2017**

**BIDS DUE:**

**June 6, 2017, 11:00 A.M. LOCAL TIME**

Late Bids Will Be Rejected

**DELIVER COMPLETED BIDS TO:**

Procurement Officer  
Natick Public Works  
75 West Street  
Natick, MA 01760  
Phone: 508-647-6438

## **NOTICE TO BIDDERS**

Pursuant to Chapter 30B of the Massachusetts General Laws (M.G.L. c. 30B), 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 the provision of transportation services for the Natick Recreation and Parks Department in the Town of Natick, Massachusetts for a three (3) year term. The Invitation for Bids (“IFB”) may be obtained from the Procurement Office, 75 West Street, Natick, MA 01760, between 8:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:30 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on May 22, 2017. Sealed Bids, contained in sealed envelopes marked “IFB: Provision of Transportation Services for the Natick Recreation and Parks Department–Bid” will be received until 11:00 A.M. local time, June 6, 2017, at the Procurement Office, 75 West Street, Natick, MA 01760, at which time and place all Bids will be opened. 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 deadline date for receipt of sealed Bids.

## **I. INTRODUCTION**

Pursuant to Chapter 30B of the Massachusetts General Laws (M.G.L. c. 30B), 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 the provision of transportation services for the Natick Recreation and Parks Department in the Town of Natick, Massachusetts for a three (3) year term. For a full description of such services, please refer to Section 3(a) of the Invitation for Bids ("IFB").

Copies of the may be obtained from the Procurement Office, 75 West Street, Natick, MA 01760, between 8:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:30 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on May 22, 2017.

No formal Pre-Bid Conference will be held.

Questions regarding this IFB 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 May 30, 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 Bidders.

Sealed Bids, contained in sealed envelopes marked "IFB: Provision of Transportation Services for the Natick Recreation and Parks Department-Bid" will be received until 11:00 A.M. local time, June 6, 2017, at the Procurement Office, 75 West Street, Natick, MA 01760, at which time and place all Bids will be opened.

Each Bidder'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 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 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.

The Town **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 any contract awarded by the Town. 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 the 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 its Bid is accepted, then it shall enter into a Contract with the Town 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 Town prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR THE PROVISION OF TRANSPORTATION SERVICES FOR THE NATICK RECREATION AND PARKS DEPARTMENT–BID" No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

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

## **II. PRE-BID CONFERENCE/QUESTIONS**

No Pre-Bid Conference is scheduled.

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

Procurement Officer  
75 West Street  
Natick, MA 01760.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business on May 30, 2017. Questions may also be submitted to Mr. LeBlanc's attention at the following email address: [bleblanc@natickma.org](mailto: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 Bidders.

## **III. BACKGROUND**

The Town of Natick seeks Bids from firms/entities/persons to provide transportation services for the Natick Recreation and Parks Department for a three (3) year term.

Specifications describing the services to be provided are attached hereto at Attachment I.

The Successful Bidder which enters into a Contract with the Town for the subject transportation services shall supply and keep in good working order two (2)-way radios for each bus assigned to any Contract (including backup buses) for communication between dispatcher base station and the drivers, between the drivers and the base station and among the drivers bus to bus. Location of the transmitter shall be within range to assure good transmission and reception. Should radio transmission not be possible between the dispatching location and any bus at any location, the Successful Bidder shall be required to supply cellular phones between the dispatching location and the bus(es). The calling capacity of the cellular phones will be restricted to the dispatcher, the buses, and the Director or his designee. The Successful Bidder shall provide authorities with the equipment necessary to use the company's two-way radio frequency for monitoring and communication purposes.

Each Bidder shall acknowledge that the following will apply in any contract awarded by the Town:

1. The Successful Bidder shall perform everything agreed by it to be performed properly and promptly in accordance with the terms of any Contract for transportation services (hereinafter designated "any Contract") to the satisfaction of the Town or its duly authorized representative. If the Successful Bidder neglects to perform the terms of any Contract promptly, the Town or its duly authorized representative may after twenty-four (24) hours by written notice to the Successful Bidder make good such deficiencies and may deduct the cost from any payment due to the Successful Bidder.
2. The Successful Bidder shall carry out all reasonable requests of the Town, the Director of the Natick Recreation and Parks Department (hereinafter designed "the Director"), or their representatives.
3. The Successful Bidder shall report immediately, by oral communication to the Director, each and every accident or any other incident or circumstance which causes unavoidable delay, or in any way interferes with the performance of any Contract. The Successful Bidder shall submit a written report to the Director within twenty-four (24) hours following an incident.
4. The Successful Bidder shall provide a replacement bus if an original bus becomes non-operational or is unavailable to provide the services required by any Contract. The replacement bus shall be subject to all the provisions of any Contract. The cost of such replacement bus shall be borne by the Successful Bidder, at no cost to the Town.
5. The Successful Bidder shall transport on each day of service all children entitled to transportation under the rules and regulations now and hereafter established by the Director.
6. The Successful Bidder shall cooperate with the Director to make available such information as may be required to schedule buses and to complete reports and surveys, and any information relative to the transportation of the children under any Contract.
7. The Successful Bidder shall apply for and obtain all licenses and permits necessary to comply with all Federal and Massachusetts laws and regulations for the operation of buses, the cost of which shall be borne solely by the Successful Bidder, at no cost to the Town.
8. All buses shall be operated, constructed, equipped, and maintained in conformance with all applicable laws, regulations, rules and standards of the Federal Government and the Commonwealth of Massachusetts and each applicable agency thereof, including without limitation the Massachusetts Registry of Motor Vehicles and the Massachusetts Department of Public Utilities Railway and Bus Division.

9. All buses shall be used exclusively for transportation services under any Contract with the Town during those hours designated by the Director. No bus which is older than model year 2007 shall be used by the Successful Bidder under any Contract with the Town. All buses shall be kept, at all times, in a condition of cleanliness, interior and exterior, satisfactory to the Director.

10. The Successful Bidder shall at his expense keep all buses in good working condition and shall furnish all necessary fuel, oil, grease, parts, labor, maintenance, and repairs through the term of any Contract and any extension or renewal thereof.

11. There shall be no substitution of buses during the term of any Contract or any extension or renewal thereof without the prior written permission of the Director, except in the case of emergency breakdown and then for a period not to exceed five (5) consecutive days. In the event of substitution of a bus because of emergency breakdown the Successful Bidder shall provide prompt written notice to the Town. All substitute buses shall be subject to all provisions of any Contract.

12. The Successful Bidder shall designate one (1) of his employees as Supervisor of Buses (hereinafter designated "the Supervisor"). The Supervisor shall have complete charge and responsibility for carrying out and enforcing the Successful Bidder's obligations and responsibilities of any Contract on a day-to-day basis. The Supervisor shall cooperate and work in harmony with the Director. The Supervisor shall be subject to the approval of the Town or its designee. The Supervisor shall aid and assist the Town and its designee in creating the yearly schedules of the routes and trips of the buses and other routes and schedules as may be required from time to time in the performance of any Contract. The Supervisor and the Director of Natick Recreation and Parks shall mutually agree on an acceptable "cancellation period time" for each section of the Bid where "no charge to Town" will be incurred when the Natick Recreation and Parks Department calls the Supervisor to cancel a trip due to weather conditions. When Natick Recreation and Parks Department doesn't cancel the trip by the "cancellation period time" and the trip does not occur, a "pull out" bus fee shall be assessed for that trip. The Successful Bidder and the Director shall discuss this fee for the various sections.

13. The Successful Bidder shall employ as Supervisor of Buses and bus drivers only duly licensed drivers who are certified by the Massachusetts Registry of Motor Vehicles, or the Massachusetts Department of Public Utilities, and are courteous, dependable, careful, and accommodating. All such employees shall be subject to the approval of the Director.

14. The Successful Bidder shall furnish the Supervisor of Buses with an exclusive telephone and/or telephone number at his office. This telephone and/or telephone number shall be used exclusively for communicating with the Director's designee. This telephone shall be continuously monitored by the Supervisor or his/her designee. The Successful Bidder shall install a radio communications system in all buses which are used to perform work under any Contract. The Successful Bidder shall use radio communications equipment according to all rules and regulations established by the Federal Government, any other governmental agency, and the Town. The Successful Bidder shall take all reasonable precautions to prevent vandalism or theft of such equipment.

15. Before the Successful Bidder shall be allowed to transport children under any Contract with the Town, the Successful Bidder shall certify in writing to the Town that every bus driver engaged in the transporting of the children has completed satisfactorily all requirements of the Commonwealth of Massachusetts.

16. Bus drivers shall comply with all rules and regulations set forth by the Town regarding the conduct of children on a bus and any other matters relating to the transportation of children. The Successful Bidder shall have no capacity to involve the Town in any contract or to incur any liability on the part of the Town.

17. Any mileage charges shall be calculated using the initial or original pick-up location as starting point and shall conclude with same location for drop-off.

18. All employees assigned by the Successful Bidder to the operation of buses shall be subject to the approval of the Town. Upon written request from the Town, the Successful Bidder shall promptly remove personnel from work under any Contract and shall provide replacement personnel. Notwithstanding any other provision of any Contract, if the Town believes that an action or inaction of the Successful Bidder's personnel requires immediate action by the Successful Bidder, the Town will notify the Successful Bidder in writing with the reason for requesting such immediate action and the Successful Bidder shall immediately remove such personnel from Town property and from providing services related to any Contract.

19. The Successful Bidder shall provide the Town with a current roster of each employee of the Successful Bidder who is performing services under any Contract, including with respect to each such employee the name, home address, telephone number, date of birth, full names of parents, and maiden name of mother. 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 under any Contract and such employee shall not be authorized to perform services under any Contract.

20. The Successful Bidder acknowledges that, before any employee is hired by the Successful Bidder, the Successful Bidder (as part of its standard employment practices and policies) requires a drug test from such employee to confirm that the employee has not tested positive for use of narcotics, mood altering substances and alcohol. For each employee of the Successful Bidder who is performing services under any Contract, the Successful Bidder shall provide a written confirmation to the Town that such employee passed the Successful Bidder pre-employment drug test and has not tested positive for use of narcotics, mood altering substances or alcohol. 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 under any Contract and such employee shall not be authorized to perform services under any Contract. The written confirmation provided to the Town pursuant to this provision shall relate to a drug test, whether a pre-employment drug test or otherwise,

which was performed within twelve (12) months of the date of transmission to the Town by the Successful Bidder of such written confirmation. The word “employee” in this context shall refer to full time employees of the Successful Bidder, part time employees of the Successful Bidder, and temporary personnel, fill in personnel and floater personnel provided to the Town by the Successful Bidder.

21. The Town acknowledges and agrees that any and all information provided by the Successful Bidder to the Town relating to the Successful Bidder’s employees shall be deemed confidential information of the Successful Bidder under any Contract and shall not be used or disclosed for any purpose other than the express limited and internal purpose for which it was provided by the Successful Bidder.

22. The Successful Bidder shall not assign any person to operate a bus who has been convicted of operating a bus or motor vehicle while under the influence of intoxicating liquor, or of marijuana, narcotic drugs, depressants or stimulant substances or has been convicted of a motor vehicle violation and no such person shall be permitted to perform services under any Contract. If the Successful Bidder becomes aware that any person operating a bus under any Contract has been charged with operating a bus or motor vehicle under the influence of intoxicating liquor, or of marijuana, narcotic drugs, depressants or stimulant substances, or has been charged with a motor vehicle violation, the Successful Bidder shall immediately notify the Town in writing. Upon written notice from the Town, the Successful Bidder shall not permit such person to operate a bus under any Contract and such person shall not be permitted to operate a bus under any Contract.

23. All driver tolls and parking fees shall be paid by the Successful Bidder.

24. The Town will receive invoices for payments on a monthly basis. Payment of invoices for Services Performed will be processed for payment as expediently as possible.

25. The Town reserves the right to inspect proposed vehicles prior to awarding any Contract.

26. Fuel Escalation Clause - The Successful Bidder shall be required to provide current fuel costs from its supplier, together with suppliers invoice showing proof of cost. Should the Successful Bidder’s cost of fuel increase above the stated base cost, the Town will reimburse one hundred percent (100%) of the increase on a per gallon usage, based on five (5) miles per gallon.

27. The sections of the Bid will each be individually awarded by the best prices submitted by the lowest responsible and responsive Bidder(s), with the make and year of the vehicles and/or past experience with the various Bidders considered when equal pricing situations occur in a various section. The Town reserves the right to make this type of decision and will analyze even pricing in a trip comparison synopsis. The Town expects that any Bidder will only Bid in sections where it can supply the vehicles needed in the time referred to. The Town reserves the right to cease doing business with the Successful Bidder if it cannot supply vehicles within an awarded section once any contract has been signed between said Successful Bidder and the Town.



28. Where, in this Bid, the Successful Bidder is required to charge a layover cost per hour, the layover cost shall begin with the time that the Successful Bidder's vehicle(s) arrives at the trip destination and shall end when the Successful Bidder's vehicle(s) leaves the same trip destination to return to the drop-off location.

This project is not covered by the prevailing wage rate. There is no transportation of students to public schools under this contract, unlike what is required under M.G.L. c. 71, §7A.

The stated base cost of fuel is \$2.57/gallon.

#### **IV. BID SUBMISSION REQUIREMENTS**

Each Bidder shall submit the following with his/her/its Bid:

- 1) A fully executed Bid Form (Attachment A) (which shall include certification of the following:
  - A. 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.)
  - B. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (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 endorsements or riders in compliance with Section 8(h) of the Contract.)
  - C. 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.)
  - D. Bidder has not failed to perform satisfactorily on contracts of a similar nature.
  - E. Bidder possesses the skill, ability and integrity necessary for the faithful performance of services under any contract with the Town. Each Bidder shall demonstrate that it has been in the bus transportation business on a continuing basis for at least the past five (5) years.
- 2) A fully executed Certificate of Non-Collusion (Attachment B).
- 3) 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 Bidder (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 Bid documents.
- 8) 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 cost of any Contract with the Town.
- 9) A listing of proposed buses or supporting documentation as to the method of acquiring buses. Documentation for buses to be acquired shall consist of quotations from at least two bus manufacturers stating that the number of buses required for any Contract can be delivered prior to the starting date of any Contract.
- 10) A statement of proposed garaging policy for the buses to be used under any Contract, including location, mechanical facilities, and dispatching capabilities. Each Bidder shall demonstrate that the location of its buses shall allow them to reach the Town of Natick in a timely and consistent manner in all weather conditions. Each Bidder shall provide descriptions of garaging and repair capabilities for buses under the Contract, and have available, if requested, the records of Motor Vehicle Inspections by the Registry of Motor Vehicle Police and Massachusetts State Police for buses garaged and repaired at this facility for the past two (2) years.
- 11) A statement of business experience and references. Each Bidder shall demonstrate that it has business experience with at least three (3) prior similar contracts and that it has positive references on at least three (3) prior similar contracts.
- 12) A statement of company policy on driver and safety training. Each Bidder shall demonstrate that it has developed a company policy on driver and safety training.
- 13) A statement of company policy on drug testing. Each Bidder shall demonstrate that it has developed a pre-employment testing and a random sampling program for employees.

## **V. SELECTION CRITERIA**

In order to be considered a responsible and responsive Bidder, a Bidder shall comply with the Bid Submission Requirements set forth in Section 4 above.1.

## **VI. BID SUBMISSION**

Sealed Bids, contained in sealed envelopes marked "IFB: Provision of Transportation Services for the Natick Recreation and Parks Department–Bid" will be received until 11:00 A.M. local time, June 6, 2017, at the Procurement Office, 75 West Street, Natick, MA 01760, at which time and place all Bids will be opened.

Each Bidder'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 late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted.

After this time they will be opened . **Bids received after that date and time will be rejected.**

## **VII. 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 Invitation for Bids.

Pursuant to M.G.L. c. 30B, §5, the Natick Board of Selectmen shall award one (1) contract, if at all, to the lowest responsible and responsive Bidder, based upon the lowest average cost per mile for services described in Sections 1 and 2 of Attachment I to the IFB for the proposed three (3)-year term, with the make and year of the vehicles and/or past experience with the various Bidders considered when equal pricing situations occur in a various section, within thirty (30) days of the opening of sealed Bids.

The layover cost per hour and number of buses, though requested in the Bid Form, will not be used in determining the status of the lowest responsible and responsive Bidder. Though the Town seeks a price for a rental bus only (without a driver) for the summer of 2018 only as an add on item, this item shall not be used for determining the identity of the lowest responsible and responsive bidder for purposes of award. For this procurement, M.G.L. c. 30B, §2 defines a "responsible bidder" as "a person who has the capability to perform fully the contract requirements and the integrity and reliability which assures good faith performance." For this procurement, M.G.L. c. 30B, §2 defines a "responsible bidder" as "a person who has submitted a bid ... which conforms in all respects to the invitation for bids..." Id.

The award of any contract pursuant to this Invitation for Bids shall be subject to appropriation by Natick Town Meeting. The Town reserves the right to cease doing business with the Successful Bidder if it cannot supply vehicles within an awarded section once any contract has been signed between said Successful Bidder and the Town.

Nothing in this Invitation for Bids will compel the Town to award a Contract. The Town may cancel this Invitation for Bids, 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).

The Successful Bidder shall be required to execute a Contract in a form of the attached document. The Successful Bidder shall, within ten (10) days after presentation thereof by the Town, execute a Contract in accordance with the terms of this Invitation for Bids.

### **VIII. COMPLIANCE WITH LAWS**

The Successful Bidder 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 Bidder shall comply, to the extent applicable, with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), 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.

## **IX. 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 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.

## **X. 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.

## **XI. PERFORMANCE BOND REQUIREMENTS**

The Successful Bidder shall deliver a performance bond in the amount of one hundred (100) percent of the Bid price to the Town within twenty (20) business days after notification of award of Contract by the Town. All Bidders shall verify their bonding capacities before submitting a Bid.

The performance bond shall be issued by a surety company licensed by the Massachusetts Division of Insurance.

## **XII. LABOR AND MATERIALS PAYMENT BOND REQUIREMENTS**

DELETED – NOT APPLICABLE

## **XIII. CRIMINAL BACKGROUND SCREENING**

For each employee of the Successful Bidder who is performing services under any Contract with the Town of Natick, the Successful Bidder 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 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.

## **XIV. 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.

#### **XV. NO SMOKING/USE OF TOBACCO PRODUCTS**

Pursuant to M.G.L. c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Bidder, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building.

## **XVI. INDEX OF ATTACHMENTS**

Attachment A - Bid 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 Bidder  
Attachment F - Certificate of Compliance with M.G.L. c. 151B  
Attachment G - Certificate of Non-Debarment  
Attachment H – Contract  
Attachment I – Transportation Specifications

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

(3 pages)

The undersigned hereby submits a sealed bid for services related to the provision of transportation services for the Natick Recreation and Parks Department for the prices shown below:

Printed Name of Bidder: FIRST STUDENT

Address: 68 INDUSTRIAL BLVD, SUITE 6

HANSON, MA 02341

| Section  | Time of Year     | Activity  | Bid Price             | Price YR 1      | Price YR 2      | Price YR 3      |
|--|------------------|---|-----------------------|-----------------|-----------------|-----------------|
| 1) School Bus with Driver (65 Passenger) -71 acceptable at no cost if meeting all other criteria | September – June | • Nashoba Valley Skiing Sundays Jan – Feb (6 weeks)<br>2 – 3 Buses<br>7:15am – 1:15pm | Cost Per Mile         | <u>\$4.27</u>   | <u>\$4.40</u>   | <u>\$4.50</u>   |
|  |                  |   | Layover Cost per Hour | <u>\$41.45</u>  | <u>\$46.75</u>  | <u>\$48.25</u>  |
|  |                  | • Release Day Trips<br>Varies 2 – 3 Trips Per year<br>1 – 3 Buses<br>11:30am – 5:30pm | Minimum Bus           | <u>\$312.00</u> | <u>\$312.00</u> | <u>\$312.00</u> |

|  |               |  |                       |                 |                 |                 |
|--|---------------|--|-----------------------|-----------------|-----------------|-----------------|
| 2) School Bus with Driver (65 Passenger) -71 acceptable at no cost if meeting all other criteria | July & August | • Camp Woodtrail & Camp Arrowhead (see sample listing below) | Cost Per Mile         | <u>\$4.27</u>   | <u>\$4.40</u>   | <u>\$4.50</u>   |
|  |               |  | Layover Cost per Hour | <u>\$41.45</u>  | <u>\$46.75</u>  | <u>\$48.25</u>  |
|  |               |  | Minimum Bus           | <u>\$312.00</u> | <u>\$312.00</u> | <u>\$312.00</u> |

| Trip (Non Exclusive Sample, May Vary) | # of Buses | Time      | Location       |
|---------------------------------------|------------|-----------|----------------|
| Water Country                         | 3          | 9am – 8pm | Portsmouth, NH |
| Southwick Zoo                         | 2          | 9am – 2pm | Mendon, MA     |
| Water Country                         | 3          | 9am – 6pm | Portsmouth, NH |
| Canobie Lake Park                     | 3          | 9am – 7pm | Salem, NH      |
| Blue Hills                            | 2          | 9am – 3pm | Milton, MA     |
| Kimball Farms                         | 2          | 9am – 2pm | Westford, MA   |
| Concord Academy                       | 2          | 9am – 2pm | Concord, MA    |
| Downtown Newport                      | 2          | 9am – 7pm | Newport, RI    |
| Funtown Splash Town                   | 6          | 9am – 8pm | Saco, ME       |
| Breezy Waterslides                    | 5          | 9am – 3pm | Douglas, MA    |
| <b>Total Buses:</b>                   | <b>30</b>  |           |                |

ADDITIONAL ITEM (NOT TO BE USED FOR PURPOSES OF DETERMINING AWARD.

|  |                         |  |                                     |                                |
|--|-------------------------|--|-------------------------------------|--------------------------------|
| SCHOOL BUS ONLY (NO DRIVER) (65 PASSENGER) -71 acceptable at no cost if meeting all other criteria | July & August 2018 ONLY |  | Cost for Rental                     | \$80 per day & \$0.40 per mile |
|  |                         |  | *bus leasing based on 7 days a week | <u>XXXXXXXXXX</u>              |
|  |                         |  |                                     | <u>XXXXXXXXXX</u>              |

The Bidder certifies as follows:

A. 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.)



B. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (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 endorsements or riders in compliance with Section 8(h) of the Contract.)


C. 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.)

D. Bidder has not failed to perform satisfactorily on contracts of a similar nature.

E. Bidder possesses the skill, ability and integrity necessary for the faithful performance of services under any contract with the Town. Each Bidder shall demonstrate that it has been in the bus transportation business on a continuing basis for at least the past five (5) years.

The undersigned understands that, pursuant to M.G.L. c. 30B, §5, the Natick Board of Selectmen shall award one (1) contract, if at all, to the lowest responsible and responsive Bidder, based upon the lowest average cost per mile for services described in Sections 1 and 2 of Attachment I to the IFB for the proposed three (3)-year term, with the make and year of the vehicles and/or past experience with the various Bidders considered when equal pricing situations occur in a various section, within thirty (30) days of the opening of sealed Bids. The layover cost per hour and number of buses, though requested in the Bid Form, will not be used in determining the status of the lowest responsible and responsive Bidder. The award of any contract pursuant to this Invitation for Bids shall be subject to appropriation by Natick Town Meeting. The Town reserves the right to cease doing business with the Successful Bidder if it cannot supply vehicles within an awarded section once any contract has been signed between said Successful Bidder and the Town.

The undersigned 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**

**DAVID CHAN**  
\_\_\_\_\_  
**Printed Name**

**NATIONAL CHARTER SALES MANAGER**  
\_\_\_\_\_  
**Printed Title**

6/2/17  
\_\_\_\_\_  
**Date**

**Full Legal Name** FIRST STUDENT, iNC

**Officers of Corporation and Addresses**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
State of Incorporation DELEWARE

Principal Place of Business 600 VINE STREET

CINCINNATI, OH  
\_\_\_\_\_

Tel. 630-637-7651

Qualified in Massachusetts    Yes X    No \_\_\_\_\_

Principal Place of Business in MA 68 INDUSTRIAL BLVD, SUITE 6

HANSON, MA 02341  
\_\_\_\_\_

Tel. 781-447-4445  
\_\_\_\_\_

**TOWN OF NATICK**

**ATTACHMENT B**  
**CERTIFICATE OF NON-COLLUSION**

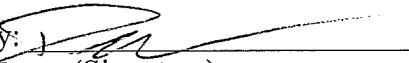
The undersigned certifies, under penalties of perjury, that this Bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club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

\_\_FIRST STUDENT\_\_\_\_\_  
Name of Bidder

\_\_68 INDUSTRIAL BLVD #6\_\_\_\_\_  
Address of Bidder

\_\_HANSON, MA 02341\_\_\_\_\_  
Address of Bidder

\_\_781\*-447-4445\_\_\_\_\_  
Telephone Number

By:   
(Signature)

\_\_DAVID CHAN\_\_\_\_\_  
Printed Name

\_\_NATIONAL CHARTER SALES MANAGER\_\_\_\_\_  
Printed Title

\_\_6/2/17\_\_\_\_\_  
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 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.

FIRST STUDENT  
Name of Bidder

68 INDUSTRIAL BLVD # 6  
Address of Bidder

HANSON, MA 02341

781-447-4445  
Telephone Number

By:   
(Signature)

DAVID CHAN  
Printed Name

NATIONAL CHARTER SALES MANAGER  
Printed Title

6/2/17  
Date

**TOWN OF NATICK**

**ATTACHMENT D  
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 IFB.
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 a 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. Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Bidder and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Invitation for Bids.
5. Bidder understands that the Bidder 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.

FIRST STUDENT, INC

Name of Bidder

68 INDUSTRIAL BLVD, SUITE #6

Address of Bidder

HANSON, MA 02341

Telephone Number 781-447-4445

By: 

(Signature)

DAVID CHAN

Printed Name

NATIONAL CHARTER SALES MANAGER

Printed Title

6/2/17

Date

TOWN OF NATICK

ATTACHMENT E  
**CERTIFICATE OF CORPORATE BIDDER**

I, David Chen, certify that I am the National Charter School Manager of the Corporation named as Bidder in the attached Bid Form; that David Chen, who signed said Bid Form on behalf of the Bidder was then National Charter School Manager of said Corporation; that I know his/her signature hereto is genuine and that said Bid Form was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Name of Bidder


First Student

Address of Bidder

68 Industrial Blvd, Suite 6

Hanson, MA 02341

Telephone Number 781-447-4445

By: 

(Signature)

David Chen

Printed Name

National Charter School Manager

Printed Title

6/2/17

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 Bid 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 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. The Bidder 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 Invitation for Bids.

Name of Bidder

FIRST STUDENT, INC

Address of Bidder

68 INDUSTRIAL BLVD, SUITE #6

HANSON, MA 02341

Telephone Number 781-447-4445

By: 

(Signature)

DAVID CHAN

Printed Name

NATIONAL CHARTER SALES MANAGER

Printed Title

6/2/17

Date

TOWN OF NATICK

ATTACHMENT G  
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.

FIRST STUDENT, INC

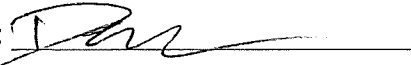
Name of Bidder

68 INDUSTRIAL BLVD, SUITE #6

Address of Bidder

HANSON, MA 02341

Telephone Number 781-447-4445

By: 

(Signature)

DAVID CHAN

Printed Name

NATIONAL CHARTER SALES MANAGER

Printed Title

6/2/17

Date



TOWN OF NATICK

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ATTACHMENT H  
CONTRACT

(SEE ATTACHED DOCUMENT.)

# TOWN OF NATICK

## ATTACHMENT I TRANSPORTATION SPECIFICATIONS

| Section  | Time of Year     | Activity  | Bid Price   | Price YR 1                            | Price YR 2                            | Price YR 3                            |
|--|------------------|---|---|---------------------------------------|---------------------------------------|---------------------------------------|
| 1) School Bus with Driver (65 Passenger) -71 acceptable at no cost if meeting all other criteria | September – June | <ul style="list-style-type: none"> <li>Nashoba Valley Skiing Sundays Jan – Feb (6 wks) 2 – 3 Buses 7:15am – 1:15pm</li> <li>Release Day Trips Varies 2 – 3 Trips Per year 1 – 3 Buses 11:30am – 5:30pm</li> </ul> | Cost Per Mile<br><br>Layover Cost per Hour<br><br>Minimum Bus | \$4.27<br><br>\$41.45<br><br>\$312.00 | \$4.40<br><br>\$46.75<br><br>\$312.00 | \$4.50<br><br>\$48.25<br><br>\$312.00 |
| 2) School Bus with Driver (65 Passenger) -71 acceptable at no cost if meeting all other criteria | July & August    | <ul style="list-style-type: none"> <li>Camp Woodtrail &amp; Camp Arrowhead (see sample listing below)</li> </ul>  | Cost Per Mile<br><br>Layover Cost per Hour<br><br>Minimum Bus | \$4.27<br><br>\$41.45<br><br>\$312.00 | \$4.40<br><br>\$46.75<br><br>\$312.00 | \$4.50<br><br>\$48.25<br><br>\$312.00 |

| Trip (Non Exclusive Sample, May Vary) | # of Buses | Time      | Location       |
|---------------------------------------|------------|-----------|----------------|
| Water Country                         | 3          | 9am – 8pm | Portsmouth, NH |
| Southwick Zoo                         | 2          | 9am – 2pm | Mendon, MA     |
| Water Country                         | 3          | 9am – 6pm | Portsmouth, NH |
| Canobie Lake Park                     | 3          | 9am – 7pm | Salem, NH      |

|                     |           |           |              |
|---------------------|-----------|-----------|--------------|
| Blue Hills          | 2         | 9am – 3pm | Milton, MA   |
| Kimball Farms       | 2         | 9am – 2pm | Westford, MA |
| Concord Academy     | 2         | 9am – 2pm | Concord, MA  |
| Downtown Newport    | 2         | 9am – 7pm | Newport, RI  |
| Funtown Splash Town | 6         | 9am – 8pm | Saco, ME     |
| Breezy Waterslides  | 5         | 9am – 3pm | Douglas, MA  |
| <b>Total Buses:</b> | <b>30</b> |           |              |

ADDITIONAL ITEM (NOT TO BE USED FOR PURPOSES OF DETERMINING AWARD.

| SCHOOL BUS ONLY<br>(NO DRIVER)<br>(65 PASSENGER)<br>-71<br>acceptable at<br>no cost if<br>meeting all<br>other criteria | July & August<br>2018 ONLY | Cost for Rental<br><br>*bus leasing<br>based on 7 days<br>a week | \$80 per<br>day &<br>\$0.40 per<br>mile<br><br>xxxxxxxxx<br><br>xxxxxxxxx |
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| Human Resources Policy Manual                          | Section Number 3.3<br>Description:<br>Drug and Alcohol Testing |
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## Policy Statement

First Student supports a policy of a drug-free workforce in a drug-free workplace. First Student cooperates fully with local, state, and federal authorities in matters pertaining to the use, possession, or sale of controlled substances by anyone on company premises. First Student maintains a zero-tolerance program and holds all employees accountable for their conduct.

The company recognizes that the use of illegal drugs and misuse of alcohol poses a significant risk to public safety, employee health and well being. Use of illegal drugs and alcohol can lead to increased accidents, medical claims, destruction of an employee's health, and affect family life. Employees who abuse drugs and/or alcohol are not only a danger to themselves, but to their fellow employees as well. In addition, the increased medical costs incurred by employees with drug or alcohol problems are much higher than those of other employees, and the decreased productivity and increased absenteeism and turnover results in higher operating costs for the company. In view of this the company has adopted this policy that is designed to:

1. create a work environment free from the adverse effects of drug abuse and alcohol misuse;
2. deter and detect employees' use of illegal drugs and misuse of alcohol;
3. prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and
4. encourage employees to seek professional assistance anytime personal problems, including drug or alcohol dependency, adversely affect their ability to safely perform their assigned duties.
5. comply with the requirements to implement a controlled substances and alcohol testing program as mandated by Department of Transportation Regulations, 49 CFR Parts 382 and 40.

**Each location must post in a conspicuous place the "Drug and Alcohol Use" statement included at the end of this policy.**

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## Purpose

The purpose of this policy is to assure worker fitness for duty and to protect First Student employees, customers, and the public from the safety and health risks posed by the misuse of alcohol and use of prohibited drugs.

- The use, possession, distribution, or sale of illegal drugs or alcohol on First Student premises, in First Student vehicles, or while conducting business-related activities off First Student premises, is prohibited and considered a willful violation of company policy which may result in termination of employment.
- Employees have the responsibility to report to work and be at work in a fit condition to perform their jobs without unnecessary risk to themselves or other individuals. Failure to do so may result in termination of employment.
- Having a verified positive drug test or alcohol test with an alcohol concentration equal to or greater than .02, or refusing to take a test required under this policy is considered a willful violation of company policy that may result in termination of employment.
- The use of alcohol within four hours of performing safety-sensitive duties or consuming alcohol following an accident that requires alcohol testing under the terms of this policy is prohibited. Any employee required to undergo a post-accident alcohol test shall not consume alcohol for eight hours following the accident, or until the alcohol test is completed, whichever occurs first.
- Employees using prescription drugs according to a physician's instructions, or using over-the-counter drugs for medicinal purposes, should notify their supervisor immediately upon reporting to work, in the event such drugs could impair their physical, mental, emotional, or other faculties. A prescription is considered valid only if it is in writing and indicates the employee's name, date, the name of the substance, quantity or amount to be taken, and the period of authorization. It is a violation of this policy to use any controlled substance in a manner that is inconsistent

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with the prescription. Failure to notify supervision of a prescription or use of over-the-counter drugs when reporting to work is considered a violation of this policy.

The term "illegal drugs" as used in this policy includes, but is not limited to drugs whose possession and use are prohibited under federal and state law, as well as prescription drugs unless validly prescribed by an employee's physician.

This policy also covers substances which may be abused, whether available legally over-the-counter (e.g., cough syrup containing alcohol or codeine) drugs obtained with a valid prescription, or substances which were never intended for human consumption (glue).

## **Unannounced Searches on Company Property**

First Student reserves the right, under its own authority, to conduct unannounced searches for controlled substances or alcohol anywhere on First Student property (including employee's personal belongings). First Student also reserves the right to modify its Drug and Alcohol Policy at any time, at its discretion. Employees who do not cooperate with unannounced searches are subject to disciplinary action, up to and including termination of employment.

## **Applicants**

All applicants must pass a pre-employment, post-offer drug test as part of the requirements for employment. Any applicant who refuses to take a drug test or tests positive will be considered to have failed to meet the criteria for employment.

## **Employees**

Reporting to work in an impaired or unfit condition because of the use or consumption of controlled substances or alcohol is strictly prohibited. Any employee who uses, possesses, or is involved in the sale or purchase of any substance covered under the federal Controlled Substances Act, while on Company premises, conducting Company business or operating company equipment, is considered to be in violation of Company policy.

Any employee who violates this policy will be subject to immediate termination from

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employment. (A First Student employee who is discovered to have tested positive on any previously administered First Group drug and/or alcohol test will be terminated immediately).

**Example:** An employee has failed a drug and/or alcohol test while employed in any FIRSTGROUP company and is terminated. Subsequently the individual applies to another FIRSTGROUP company, passes the drug test, and is hired. When the personnel records and prior test results from the earlier employment are reviewed, the employee will be terminated from the new position.

- This policy also applies to the use of prescription drugs that impair an employee's ability to safely perform his/her job. Use of prescription drugs other than as prescribed by an employee's own physician, is a violation of this policy. An employee who takes medication prescribed to another person is now using an "illegal" substance and if tested will produce a positive test result.

Drug and/or alcohol testing of employees as prescribed by the Federal Department of Transportation may be conducted under some or all of the following circumstances.

## Employees in Safety-Sensitive Positions

For the purpose of this Policy, and as defined in Section 382.107 of the FMCSA safety regulations, designated "safety sensitive" work includes the operation, supervision, maintenance or dispatch of any revenue service vehicle. A driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive position. A driver is also considered to be performing a safety-sensitive function all time inspecting, servicing, or conditioning any commercial motor vehicle at any time.

As defined in Section 49 CFR 655.4 of the FTA safety regulations, mechanics are also to be considered to be performing a "safety-sensitive" function all time inspecting, servicing, or conditioning any commercial motor vehicle at any time. In addition, dispatcher is considered to be performing safety-sensitive functions all time dispatching of any revenue service vehicle. Finally, employees are considered to be performing safety-sensitive functions all time loading or

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unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, and/or remaining in readiness to operate the vehicle.

Unless prohibited by a Collective Bargaining Agreement or State law, employees in safety-sensitive positions, including those who hold a CDL, are subject to the following tests:

- \* Pre-employment, post-offer tests for drugs for final candidates in any safety-sensitive position within First Student, or for an individual who transfers from a non safety-sensitive position within First Student, or for an individual who transfers from a non safety-sensitive position to a safety-sensitive position prior to the individual assuming his or her new position.
- \* Post-Collision Drug and Alcohol Tests following a collision that involves a commercial motor vehicle if:
  - the collision involved a fatality,
  - or the First Student driver receives a citation for a moving traffic violation arising from the collision, and
  - an individual involved in the collision receives immediate medical attention away from the scene of the collision, or
  - there was disabling damage to one or more vehicles involved in the collision requiring them to be towed from the scene of the collision.
  - In any of these incidents, *Drug tests are required immediately, but no later than thirty-two (32) hours following the collision and a breath alcohol test is required immediately, but no later than eight (8) hours following the collision.*
- \* Reasonable suspicion drug and/or alcohol tests are conducted when there is reason to believe an employee has engaged in prohibited conduct as defined and is based on exhibited behavior, speech, appearance and body odor as observed by a trained supervisor. Employees directed to submit to reasonable suspicion testing shall be escorted to the testing facility. The employee shall not be permitted to return to duty until receipt of satisfactory test result is confirmed.
- \* Return to duty drug tests, following a voluntary notice to the company of a drug and/or alcohol related problem and completion of a rehab program under the

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direction of a qualified Substance Abuse Professional (SAP), are required before the employee may return to a duty requiring the performance of a safety-sensitive function.

- \* Follow-up drug and alcohol tests as determined by a substance abuse professional, (SAP).
- \* Pre-Employment Drug test following any type of leave of 30 days or more including, but not limited to, leave for workers' compensation, pregnancy or personal reasons, or to serve in the military.
- \* Random drug and alcohol tests. Random selection process ensures each employee the same fair and equal chance of being selected. Selection of employees for random testing will be conducted through the use of a third party random number generator selection process. An employee randomly selected will be notified by his or her supervisor of the selection and instructed to immediately go to the designated collection site. Random testing is conducted on a monthly basis.
- \* Full facility drug tests, upon approval of senior management, at any First Student facility. Unannounced drug tests for a period of one (1) year for any employee who is absent without approval on the day of an announced full facility drug test.
- \* Where a contract and/or state or local government require periodic or post accident drug testing that does not meet the DOT criteria, a non-DOT test will be conducted.

#### Testing Procedures:

- \* Urine Tests to determine the presence of illegal drugs.
  - Urine is collected at a DOT approved collection site and sent to a HHS certified laboratory for testing.
  - Donor must produce at least 45 ML of urine or is considered a "shy bladder"
  - Before donor is considered to have a "shy bladder," the collection site will offer donor to consume up to 40oz. of water within a three (3) hour time frame in order to produce at least 45mL of urine. Please note that donor may NOT

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exit premises during this time. If donor exits the premises, the test will be considered a refusal.

- In the event of a "shy bladder," employee must undergo a medical review and provide evidence of a medical condition hindering the production of urine. The donor has 5 days to get a medical evaluation once a shy bladder occurs.
- In the event of signs of tampering, invalid specimen, adulterated, or substituted urine, a second observed urine collection will be conducted.

\* Saliva and Breath Alcohol Tests.

- Saliva is collected by a Screening Test Technician (STT).
- Unless indicated otherwise in a Collective Bargaining Agreement, if an employee test result is over .02, a confirmation test is required.
- Confirmation tests are conducted by a Breath Alcohol Technician (BAT).

## Employees in Non-Safety-Sensitive Positions

Employees in non-safety sensitive positions are subject to the following drug and alcohol testing, and such testing will be conducted using a non-D.O.T. testing process. Unless prohibited by a Collective Bargaining Agreement or State law, the same guidelines for testing under D.O.T. will be used for a non-D.O.T. test.

\* Pre-employment drug tests for final candidates.

\* Pre-Employment drug tests following any type of leave of 30 days or more including, but not limited to, leave for workers' compensation, pregnancy or personal reasons, or to serve in the military.

\* Full facility drug tests, upon approval of senior management, at any First Student facility. unannounced drug tests for a period of five (5) years for employees who have completed rehabilitation programs, or for a period of one (1) year for any employee who is absent without approval on the day of an announced full facility drug test.

- Random drug and alcohol tests. Random selection process ensures each employee the same fair and equal chance of being selected. Selection of employees for random testing will be conducted through the use of a third
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party random number generator selection process. An employee randomly selected will be notified by his or her supervisor of the selection and instructed to immediately go to the designated collection site. Random testing is conducted on a monthly basis.

*(due to the nature of the random selection process, an employee could be randomly selected to test for drug misuse more than once a year- where allowed by law)*

- \* Reasonable suspicion drug and/or alcohol tests based on exhibited behavior, speech, appearance and body odor as observed by a trained supervisor.

While supervisors will receive training to recognize the symptoms of drug abuse and alcohol misuse, they will not personally conduct tests. All tests related to "Reasonable Suspicion" will be conducted and processed at an independent, authorized testing facilities.

Employees who refuse to submit to a drug and/or alcohol test in accordance with this policy will be considered to have failed the required test and will be subject to immediate termination.

## Prescription and Over-the-Counter Medication

In addition to controlled substances and alcohol, FIRST STUDENT employees shall not report for duty while under the influence of prescription or over-the-counter medication that might impair the employee's ability to perform his/her job safely. As a condition of continued employment with FIRST STUDENT, an employee who is required to operate a motor vehicle or assist passengers must advise his/her supervisor if he/she is taking prescribed or non-prescribed medication, which may or does impair his/her ability to safely operate a motor vehicle. Failure to report the use of such medication may result in discipline, up to and including termination.

## General Guidelines for Drug and Alcohol Testing

There are certain situations that may arise during the testing process that employees

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sometimes do not understand and therefore may violate the procedures and be determined to have a positive test result. Knowing what to do will help avoid incorrect behavior when in these situations. The following are some of the instances that need explanation. Other situations are covered in detail in the Federal Motor Carrier Safety Regulations and in the First Student Drug and Alcohol Testing Policy. It is the employee's responsibility to ask questions and to read those documents containing the complete testing information.

- Once an employee has been notified that he/she is selected for a drug test, or a drug and alcohol test, he/she **MUST** go immediately to the testing site. The manager is to log the time the employee is told and leaves to go for the test as well as the time the employee arrives to be tested. The testing site personnel are to log the time the employee arrives to be tested. If the time from when the employee leaves to be tested and he/she arrives at the test site is much longer than what is usually required to travel the employee will be asked to provide an explanation.
- Once an employee arrives at a test site for a drug test he/she may not leave until the test is complete. Leaving the site while the test is in process will, by law be counted as a positive test result. The most common example of this is:
  - The employee is unable to produce a sufficient amount of urine for the test. When this happens the employee must remain **IN** the building under observation of the staff and must drink fluids as directed and then retry. The law requires the employee to continue in this process for up to three (3) hours. Should the employee still be unable to produce enough urine, he/she may be examined by the site physician or directed to his/her personal physician to determine if there is a medical reason for not being able to produce. Some employees have other things to do, appointments, etc., and decide to leave the test site before the required specimen is produced or the three (3) hour limit is over. When this happens it will result in a "refusal-to-test" and that equals a failed test.
- Another common problem is when an employee is notified he/she is selected, but refuses to go because he/she has other plans made. It is very important to know that once informed it is **REQUIRED** that the employee go for testing. Not doing so results in a "refusal-to-test" that equals a failed test. There is no way to reschedule the test for another time.

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There are some issues pertaining to the use of the Saliva Test for Alcohol. This is not a new test; it is one that has been an approved process by the D.O.T. for several years. First Student added it to the testing program for several reasons.

- Employees were waiting at testing sites too long to have the Breath Alcohol Test (BAT) given.
- Less than 1% of First Student Employees fail a Random Alcohol Test.
- The Saliva Test is as accurate as Breath, Blood and Urine tests.
- The employee is protected with the current process. Should he/she test over .02 BAC he/she is immediately taken to a test site and a BAT is administered as a confirmation test. The confirmation test determines the positive. Without the BAT confirmation test the Saliva test will be deemed "incomplete" and no action will be taken.

## Refusal to Test

Refusal to submit to testing as required under this Policy is prohibited and will result in termination of employment.

- Refusal to test includes:
  - Failure to appear for any test within a reasonable time.
  - Failure to remain inside the testing collection site until the process is complete.
  - Failure to provide sufficient urine specimen for drug testing where there is no adequate medical explanation provided as a result of a medical evaluation.
  - Failure to provide an adequate amount of saliva or breath for alcohol testing
  - Failure to permit an observed collection when required.
  - Failure to undergo a medical examination or evaluation as directed by the Medical Review Officer.
  - Failure to cooperate with any portion of the testing process (e.g., refuse to empty pockets, behave in a confrontational manner that disrupts the collection process).

## General Effects of Controlled Substance and Alcohol

- **Cannabinoids/Marijuana** – Marijuana is a solid form made of THC. THC binds to certain nerve cells and kicks off a series of cellular reactions that ultimately lead to the *high* by affecting other chemical processes. Within a few minutes of inhaling marijuana smoke, a person will experience one or more of the following:

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- Use of marijuana has both short term and long term health effects such as:
  - Problems with the transfer of information from short to long term memory, and thus difficulty learning/remembering;
  - Distorted visual perception;
  - Difficulty thinking clearly;
  - Decreased ability to solve problems;
  - Loss of muscular coordination;
  - Increased heart rate
  - Lung and other cancers, decreased immune responses and a significant decrease in the ability to learn new information;
  - A stronger tolerance for the drug, which requires increased dosage;
  - Increased risk of heart attacks;
  - Increased difficulty sustaining and shifting attention even in emergency situations;
  - Increased difficulty registering, organizing, and applying information which at first lasts several days after the “high”, and can continue for many weeks;
  - Brain cell damage;
  - Mood swings as the drug ebbs and flows in the body;
  - Altered psycho-social behavior which can manifest as a lack of caring; and
  - The development of an entire new set of friends who as “use.”
- **Cocaine and Crack Cocaine** – Cocaine is a powerfully addictive central nervous stimulant that directly affects the brain but is also a topical deadening agent. Cocaine closes down the blood vessels that supply blood to the body. Ingestion of cocaine results in the user feeling:
  - Euphoric;
  - Energetic;
  - Talkative;
  - Mentally alert, especially to the sensations of sight, sound, and touch;
  - Without appetite; and
  - With little need for sleep.
- Use of cocaine has both short term and long term health effects such as:
  - Bizarre, erratic, and violent behavior;
  - Tremors;
  - Nose bleeds;
  - Paranoia;
  - Restlessness;

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- Irritability;
  - Anxiety;
  - Sudden death;
  - Constricted blood vessels;
  - Increased temperature;
  - Increased heart rate;
  - Dilated pupils; and
  - Increased blood pressure.
- **Amphetamines/Methamphetamines** – Amphetamines/Methamphetamines is a highly altered chemical mixture that releases large amounts of neurotransmitter dopamine and has a stimulant-like effect. Use of Amphetamines/Methamphetamines has both short term and long term effects to your health such as:
  - A “rush”;
  - Increased activity level;
  - Decreased appetite;
  - Heightened sense of well being;
  - Increased respiration;
  - Increased body temperature;
  - Insomnia;
  - Compulsive drug-seeking and drug use;
  - Functional and molecular changes in the brain;
  - Violent behavior;
  - Anxiety;
  - Confusion;
  - Mood disturbances and delusions;
  - Pain and withdrawal; and
  - Homicidal and/or suicidal thoughts.
- **Opiates** – Opiates are a broad family derived from the processing of opium, which is extracted from the seed pod of certain varieties of poppy plants. The morphine derived from this process is one of the most powerful painkillers known. Heroin is the more famous of the opiates and is highly addictive. Use of opiates has both short term and long term effects to your health such as:
  - Drowsiness lasting for several hours;
  - Clouded mental function;
  - Slowed heart rate;
  - Severely slowed breathing;

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- A warm flushing of the skin;
  - Dry mouth;
  - Heavy feeling in the arms and legs which may be accompanied by nausea, vomiting and severe itching;
  - Suppression of pain;
  - Addiction;
  - Infectious diseases (i.e., HIV/AIDS and hepatitis B and C);
  - Collapsed veins;
  - Bacterial infections;
  - Abscesses;
  - Infection of heart lining and valves; and
  - Arthritis and other rheumatologic problems.
- **Phencyclidine (PCP)** – PCP is classified as a dissociative anesthetic and effects are unpredictable and often times trance-like. When PCP is snorted or smoked, PCP rapidly moves from the blood to the brain to disrupt the functioning of sites known as NMDA (N-methyl-D-aspartate) receptor complexes. Use of PCP has both short term and long term effects on your health such as:
  - Shallow, rapid breathing;
  - Increased blood pressure;
  - Increased heart rate;
  - Elevated temperature;
  - Feelings of detachment from reality;
  - Distortions of space, time, and how the user perceives his/her body;
  - Hallucinations;
  - Panic;
  - Fear;
  - Feelings of invulnerability and exaggerated strength;
  - Severe disorientation;
  - Violence;
  - Suicidal tendencies;
  - Memory loss; and
  - Addiction.
- **Alcohol** – Alcohol is the most common misused drug. Alcohol abuse has both short term and long term effects on your health such as:
  - Blurred vision;
  - Slurred speech;

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- Slowed reaction times;
- Difficulty walking;
- Impaired memory;
- Cirrhosis (hardening) of the liver;
- Inability to resist infection/disease;
- Increased risk for certain cancers – liver, esophagus, throat and larynx;
- Harm to the fetus during pregnancy;
- Increased risk of death from automobile or other accidents;
- Brain damage; and
- Alcoholism

## Consequences of Violation of the Policy

- Controlled Substance – a positive test results in termination of employment.
  - If the employee tests positive for any drug, the employee will be notified by the Medical Review Officer (MRO).
  - The MRO will review the test results with the employee for a possible medical explanation, i.e. prescription drug or over-the-counter drugs that were taken at the time of the test.
  - The MRO may also call the physician or drug store for confirmation.
  - The company will not be informed of a positive test result until MRO contact procedures have been completed.
  - If there is no medical explanation:
    - The employee may not be returned to duty and is subject to immediate termination.
    - Employees who test positive will be allowed 72 hours following notification of their drug test results to request a re-test of the original split test sample.
    - Any re-test of the split specimen will be at the employee's expense.
    - The employee will be suspended without pay until the re-test results are received by the First Student location.
    - If re-test results are negative, initial test results will be canceled and the employee will be fully reinstated with back pay.
    - If the re-test is positive, or if a re-test is not requested within the designated time period, the employee shall be terminated.
- Alcohol – If the employee tests 0.02 or higher, a second confirmation test must be given within 15 minutes.
  - If the confirmation test is less than 0.02, employee may be returned to duty.

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| Human Resources Policy Manual                          | Section Number 3.3<br>Description:<br>Drug and Alcohol Testing |
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- If the confirmation test is 0.02 → Greater, employee's supervisor will be notified, employee will be driven home from the collection site, and the employee will be terminated.

## Rehabilitation and Return to Duty Testing

First Student recognizes alcohol and drug abuse as a disease which is treatable, and encourages employees to seek professional treatment if applicable. In order to qualify for employer

assistance, the employee must seek assistance from the Company prior to being selected or tested under any Company policy. The company will advise any employee seeking help of the resources available for evaluating and resolving problems associated with prohibited drug use and alcohol misuse. **The employee will be responsible for any costs associated with the substance abuse professional evaluation and recommendations unless state law requires the company to pay for it.**

- Employees who voluntarily seek treatment for alcohol or drug abuse will be given reasonable accommodation in order to receive treatment.
- Should an employee take a leave of absence to seek professional treatment, the employee is expected to adhere to prescribed treatment. The employee must provide documentation of the prescribed treatment plan, and prior to returning to duty, must submit documentation of compliance with the plan and a release to return to work.
- The employee must also agree to be tested at least six random times for alcohol and drugs over a minimum of one year to a maximum of five years. The employee is subjected to at least six follow-up tests during the first 12 months of return to duty. **This follow-up testing is separate from random testing. The employee is responsible for payment of all costs associated with follow-up testing, except where state law requires the company to pay such costs.**

Failure to adhere to the requirements listed above subjects the employee to termination.

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- Any employee returning to operate a commercial motor vehicle following a violation of DOT rules, must first pass a return to duty drug and/or alcohol test, and will be subject to follow-up testing as prescribed by the Substance Abuse Professional. At a minimum, follow-up testing will consist of six tests in the first 12 months after return to duty. The SAP may extend follow-up testing for up to 60 months after the driver's return to duty.

## Voluntary Employee Assistance Program

First Student encourages its employees to voluntarily participate in the company sponsored Employee Assistance Program (EAP). There are two programs under EAP, both of which are voluntary.

1. Counseling and Referral Program

Regular full-time employees are eligible to participate in this program which is designed to help the employee and his/her dependents deal with personal or family problems before they become overwhelming. Problems can range from family or marital conflicts to substance abuse. First Student pays the full cost of an initial assessment and up to two counseling sessions. Additional sessions may be covered under the employee's medical plan.

2. Substance Abuse Rehabilitation Program

Regular full-time employees (excluding those employees covered under a one full year of service with First Student) are eligible for this program. It is designed to assist the employee in correcting or eliminating alcohol and/or drug-related performance problems.

## Testing Procedures

All testing for drugs and alcohol discussed above will be conducted and processed by qualified service agents designated by the company. Urine specimens will be collected and processed as split specimens using custody and control procedures consistent with DOT procedures. Urine specimens will be conducted at laboratory patient service centers, medical clinics or on-site at company facilities. Post-accident tests may be

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| <b>Human Resources Policy Manual</b>                                 | <b>Section Number 3.3</b><br><b>Description:</b><br><b>Drug and Alcohol Testing</b> |
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conducted at hospitals or other medical treatment facilities.

All urine specimens will be analyzed at a DHHS certified laboratory designated by the company. The laboratory will use cut-off levels and procedures specified by DHHS and DOT.

All drug test results will be reported by the DHHS laboratory to the company's designated Medical Review Officer. The MRO will review and report the drug test results in accordance with the provisions of the DOT regulations.

Likewise, alcohol testing will be conducted using NHTSA approved alcohol screening devices and evidential breath alcohol testing devices. All alcohol testing technicians will be qualified in accordance with DOT regulations.

## **Invalid and Dilute Specimens**

If the laboratory reports that a urine specimen is invalid for testing, the MRO shall review and interpret the result, including interviewing the employee. If the employee presents an acceptable medical explanation for the specimen's unsuitability, the MRO will cancel the test. If the test was a pre-employment, return-to-duty or follow-up test, the employee will be required to submit to another test in order to be hired, returned to duty, or to continue employment with the company. If the employee does not present an acceptable medical explanation for the invalid test, the MRO will cancel the test and inform the company that the employee must submit to another test immediately under direct observation collection procedures.

If the MRO reports that a negative test is dilute (i.e. specific gravity and creatinine are lower than normal values), the company will accept the test as a negative. No additional testing will be required as a result of the dilute finding.

## **Adulterated and Substituted Drug Tests**

If it is determined that an employee's urine sample has been adulterated in any fashion, including submitting a specimen with properties that are inconsistent with human urine, it is considered a refusal to test and the employee will be subject to immediate termination.

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The laboratory will conduct specimen validity testing consistent with DOT and DHHS requirements to determine if urine specimens have been adulterated or substituted. The MRO will review and interpret, including interviewing the employee, all tests reported as adulterated or substituted. If the employee is unable to provide documentation of a legitimate medical explanation for the laboratory's findings, the MRO shall verify the test as adulterated or substituted and report it to the company as a refusal to test.

## **Confidentiality of Records**

All drug and alcohol tests will be conducted to ensure accuracy, reliability, employee privacy, and confidentiality. Test results remain the private and confidential property of the MRO, testing laboratory, and the company. Release of the results to anyone other than the employee, the MRO, and the employer is prohibited unless the employee signs a written release. Employees have the right to examine their own drug and alcohol testing records. They also have the right to obtain a copy of their own drug and/or alcohol testing results by submitting a written request to the Vice-President of Human Resources.

## **Substance Abuse Professional (SAP) Resources**

- **SAPlist.com - [www.saplist.com](http://www.saplist.com)**
  - Primary goal: to help employers find, contract and engage the services of qualified and trained SAPs.
  - No charge to use, log on to website and do a search. Profiles of SAPs will come up based on area of search.
  - Each SAP enters their own information on the web site for their profile. SAPlist.com and their affiliates are not responsible for the accuracy of this information so it will be up to the employer/employee doing the search to still follow up to make sure the SAP meets all of the DOT requirements to provide services under DOT guidelines.
  - They do not provide endorsements of SAPs
  - It is the responsibility of the employer/employee to pay the SAP for services and get the required documentation/written report
  - Advise client to read "Terms and Conditions" regarding the use of this website so they have a full understanding of their responsibilities.
- **National Counseling Resource – (800) 607-1010**

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- Managed SAP Services
  - Works with qualified DOT SAPs nationwide
  - Employer/Employee contacts provider and contracts through them for SAP services for a flat fee
  - Oversees process and reports to ensure compliance
- **NATIONAL SUBSTANCE ABUSE PROFESSIONALS –**  
**WWW.NSAPN.COM (800) 879-6428**
    - Managed SAP Services
    - Works with qualified DOT SAPs nationwide
    - Employer/Employee contacts provider and contracts through them for SAP services for a flat fee
    - Oversees process and reports to ensure compliance
- **American Substance Abuse Professionals (ASAP) – www.go2asap.com (888) 792-2727**
    - Managed SAP Services
    - Works with qualified DOT SAPs nationwide
    - Employer/Employee contacts provider and contracts through them for SAP services for a flat fee
    - Oversees process and reports to ensure compliance

## Contacts

- Contract Manager
- Corporate Human Resources (513-241-2200)
- Corporate Drug & Alcohol Administrator (513-419-3266)

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## **Drug and Alcohol Use**

It is First Student's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. Employees who abuse drugs and/or alcohol are not only a danger to themselves, but to fellow employees and others as well.

While on First Student premises, and while conducting business-related activities off First Student premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment.

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of disciplinary action, may request approval to take time off to participate in a rehabilitation or treatment program through the company's health insurance benefit coverage. Leave may be granted if it does not cause the company any undue hardship.

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## Leader in Student Transportation

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First Student, Inc. has provided student transportation services to school districts for nearly a century. Our history of school bus service traces back to 1913. In this year, the Patchett Bus and Transportation Company had a bus designed by Ford Motor Company. Under the supervision of Mr. Patchett, this bus was designed and used to provide service for Newman Elementary students in California. Since those early days, First Student has grown to be North America's leading school bus transportation company, safely transporting over four million students to and from school every day.



Today, First Student serves more than 1,500 school systems in thirty-eight (38) states and nine (9) Canadian provinces. With our fleet of more than 57,000 school buses and over 62,000 employees, we provide these customers with personalized transportation solutions by leveraging our economies of scale, global resources and systems expertise. Our innovative solutions ensure that the students and the community receive the safest, most efficient and cost-effective student transportation services possible.

First Student's approach to business starts with our commitments to safety, operational excellence and customer service. This balanced approach keeps our focus on the benefits we provide to our school district partners, the ultimate of which is a safe and secure ride for students. Our services are delivered with professionalism and trust. We promise our customers that we will deliver and we will deliver what we promise. Furthermore, our success is built upon a foundation and history of providing school districts with what they expect – a safe, efficient and professional student transportation service. Our foundation is based on:

- **A Safety Culture** Safety is our core value. It is an integral part of First Student's culture and a way of life for our employees. Our safety approach focuses on the prevention of all injuries and collisions and is reinforced through participation and ownership at all levels. Our safety commitment promotes a safe, secure ride for students, positive parent and community goodwill, peace-of-mind and more.
- **Efficient Operations** Our operational capabilities are unsurpassed in the industry. We continually monitor, plan, and innovate our operations in order to help our customers meet their needs today and well into the future. This is applicable to all aspects of our operations to include driver training, dispatch, routing, purchasing, inventory management and maintenance. Our commitment to operational excellence promotes financial benefits and efficient transition times for our school district partners.

## CONTRACTOR QUALIFICATIONS


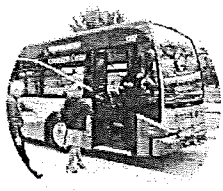

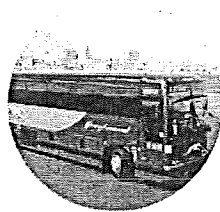


- **A Customer and Community Focus** We provide students with easily accessible, friendly and personalized transportation service that ensures a great start to their school day. Our local teams are dedicated to providing district staff, parents and students with the level of service expected, forging a strong and successful partnership. For parents and students, our customer service commitment promotes a smooth transition from home to school and back again.

## FirstGroup plc. and FirstGroup America Inc.

First Student, Inc. is part of FirstGroup America, the North American operation of FirstGroup plc. FirstGroup plc is a \$10.6 billion global transportation company with a vision to transform travel by providing public transport services that are safe, reliable, high quality, personal and accessible. From high-speed passenger trains and public transit to fleet maintenance and mobile technology, FirstGroup employs more than 130,000 people worldwide, with more than 60,000 employees in our North American operation.

FirstGroup America is the leader in safe, reliable, sustainable transportation and is the largest provider of surface transportation services in North America. Our company owns and/or operates over 70,000 school and transit buses, and maintains many more vehicles in over 1,100 locations in the United States and Canada. In addition to First Student, FirstGroup America includes:

| FIRST STUDENT  | FIRST TRANSIT   | FIRST SERVICES  | GREYHOUND   |
|--|---|---|---|
|   |    |   |    |
| First Student is the largest provider of student transportation in North America with a fleet of approximately 60,000 yellow school buses, carrying 4 million students every day across the US and Canada. | First Transit is one of the largest private sector providers of transit management and contracting, managing public transit systems on behalf of city transit authorities. We are one of the largest providers of airport shuttle bus services in the US and also manage call centres, paratransit operations and other light transit activities. | First Services is the largest private sector provider of vehicle maintenance and ancillary support services in the US. We provide fleet maintenance for public sector customers such as the Federal Government, cities and fire and police departments. We also provide a range of support services including vehicle maintenance, logistics support and facilities management to public and private sector clients including the US Navy and US Air Force. | Greyhound is the only national provider of scheduled intercity coach transportation services in both the US and Canada. Based in Dallas, Greyhound provides scheduled passenger services to approximately 3,100 destinations throughout the US and Canada carrying over 22 million passengers annually. |
| <b>57,400</b><br>yellow school buses   | <b>11,600</b> buses   | <b>43,000</b> vehicles  | <b>3,800</b><br>destinations  |
| Operates in<br><b>600</b> locations  | Manages and operates in<br><b>231</b> locations   | Operates in<br><b>90</b> locations  | <b>17.6m</b><br>passengers<br>per year  |
| <b>62,000</b><br>employees   | <b>15,000</b><br>employees  | <b>3,600</b><br>employees   | <b>7,000</b><br>employees   |

### Charter Transportation Service

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We offer safe, reliable and cost-effective charter services as a transportation solution for group travel. Our charter capabilities range from daily shuttle service, cross-country excursions and short-term event travel, to long-term contract transportation. This is a service that is planned by our business development experts, customized to fit the needs of our clients.



Each year thousands of companies, event organizers and non-profit organizations turn to First Student for professional transportation solutions. We offer premier safety, predictable savings and professional solutions for all charter transportation needs. At half the price of coach buses, our clients benefit from exceptional cost savings to enhance their main event.

*FirstGroup's reliable charter transportation services are utilized for*

- *National Sporting Events*
- *Conventions and Trade shows*
- *Corporate Events*
- *Sports Teams*
- *Employee Shuttle Services*
- *Reunions, Parties and Weddings*

### Industry "Best Practices"

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#### Our Commitment

First Student, Inc. is committed to assisting Pueblo City School District #60 in its goal to provide every student with the enjoyment of a full and enriching education. We understand your district has unique needs, requirements and a vision of the service you endeavor to provide to your community. As your student transportation partner, we plan to meet and exceed your expectations, helping you prepare for the future needs of your district and community.

We believe our reputation and record of performance in the industry clearly demonstrates our ability to meet these commitments. We deliver more than the elements written into the contract; we deliver commitment to success, quality of service and peace of mind for your district and community.

### Our Resources

Student transportation is a business that is dependent upon both people and equipment, with operating demands exclusive to the industry. First Student will effectively manage these demands by providing your district with a skilled and experienced, locally-based team supported by a national network of seasoned transportation professionals. With more than 68,000 people operating a fleet in excess of 60,000 buses, we leverage significant economies of scale, capital investment opportunities, operational experience and systems expertise. In short, our network of resources enables us to develop and implement solutions for your unique transportation needs.

### Our Innovations

Our capabilities and experience in developing and implementing effective solutions sets us apart from other transportation providers in the industry. Our local operations benefit from our national perspective and our ability to identify patterns among transportation challenges and to then develop, test and implement effective solutions. As a result, our people develop and implement a number of innovations and measures that have been "firsts" for the industry and proven successful throughout our operations, including:

#### *Safety Measures*

- *Installing safety crossing gates on our fleet of school buses.* First Student is known for being the first company to take this important step.
- *Adding mandatory safety components.* First Student is the first student transportation company to offer a computerized safety and security system for real-time tracking of our buses as well as Child Check-Mate (the electronic reminder system to prevent children from being left unattended on a bus).
- *Adding security measures.* First Student provides Theft-Mate as standard equipment on all of our buses, which secures and protects the vehicle interior against intruders.

#### *Innovations by First Student and FirstGroup America*

As the leader in student transportation, First Student and its parent company, FirstGroup America, has:

- Developed and tested numerous vehicle specifications that were industry firsts. First Student was instrumental in creating new industry standards, including longer lasting brakes, improved mirror systems, better wheels and tires, low-maintenance engine components, etc.

## CONTRACTOR QUALIFICATIONS



- Created one of the first nationwide Safety Lifestyle Cultures in the private sector. First Student's Injury Prevention program promotes compliance to safety at all levels in our company.
- Developed one of the industry's first comprehensive student passenger management programs which helps promote a safe environment for all students.
- Implemented one of the industry's first automated shop maintenance systems. This system has proven to improve fleet performance, repair efficiency, and vehicle reliability.
- Sponsored the development of video training programs which are now available to all national school transportation providers. Topics include Braking Systems and Effective Braking Techniques.
- Created one of the industry's first national recruitment efforts to ensure we always have a full staff of skilled drivers.
- Developed one of the industry's first strategies for preferred employer status, to maintain and foster positive labor/management relations.

## Safety Culture

At First Student, we believe that providing safe, reliable transportation is the single most important commitment we can make to you and your community. Every school day, parents and administrators trust us to get four million children to and from school safely on our buses. No passenger in the world is more treasured than the students we take to and from school every day. In fact, our commitment to the students' safety and satisfaction is so important to us that we combine up-to-date, safe and reliable equipment with the most professional and skilled employees in the industry to ensure that our student passengers enjoy the safest ride possible.

*If we cannot do it safely, then  
we're not going to do it at all. We  
have complete togetherness;  
complete teamwork in  
everything that we do.  
Oliver H.  
School Bus Driver*

Over the years, First Student has earned an award-winning reputation for providing safe, reliable student transportation in the United States and Canada. Our safety record is among the best in the industry and we continue to develop new ways to raise our safety performance standards even higher. With an emphasis on three interdependent areas—training, equipment, and operations—First Student continues to lead the industry in providing the safest possible student transportation.



Our parent company, FirstGroup America, was awarded the National Safety Council's 2009 Green Cross for Safety Medal. This is the highest award for safety in North America. Each year, the NSC awards the Green Cross for Safety Medal to an organization that demonstrates a steadfast commitment to improving safety and health in the workplace, its community and through safety leadership demonstrated by its CEO.

## CONTRACTOR QUALIFICATIONS



More information about our safety and training programs can be found in the "SAFETY PROGRAM" Section of this proposal.

### Employees

Outstanding performance requires employees who are willing to go that extra mile each and every day. As a service-oriented company, First Student is committed to recruiting, retaining and rewarding the most dedicated and professional employees in the industry. We expect our employees to be courteous, knowledgeable and professional. In return, we provide incentives and rewards that reflect the pride they take in their jobs.



This willingness to go the extra mile is demonstrated in our special needs programs. Our drivers recognize that transporting children with disabilities requires an appreciation for their special needs. These dedicated employees regularly attend sensitivity training sessions where they discuss a variety of topics designed to help them meet the individual needs of their passengers. Such compassion has earned First Student a reputation for having the best and the brightest employees in the school transportation industry. It's this type of outstanding service that our school district partners count on every day.

### Driver Selection

Recruiting qualified, talented and responsible drivers is a critical element in providing the safest possible student transportation. Ultimately, a top quality workforce improves safety performance.

Because the safety of our passengers is our top priority, we have developed a system designed to recruit and retain the best possible drivers. We identify top quality school bus attendants and drivers whose experience and history mirror the selection criteria we have developed through our years of service. The result is a safety and customer service oriented staff of highly qualified drivers.

### Training

First Student's reputation for providing the industry's safest transportation was built on our dedication to teamwork and continuous training. We have comprehensive safety training programs for each link in the student transportation chain. When we partner with a school district, our goal is to ensure that everyone involved in student transportation is clearly focused on safety. We keep drivers, dispatchers, mechanics, supervisors, school administrators, teachers, students and



parents focused, informed and trained on safety.

### Student/Parent Awareness Programs

First Student understands that having the most competent, highly trained drivers behind the wheel of the safest, best maintained school buses is not the complete answer to safety. There are many other components to providing the safest transportation possible. It is essential that students and their parents understand their responsibility regarding important safety procedures both on and off the bus.

### Safety Equipment

With our enhancements and state-of-the art technology, we provide our district partners with the safest, most reliable equipment available in the transportation industry. Your district and students will enjoy our updated school buses, enhanced service and safety features, including:

- **Child Check-Mate System:** A safety device installed by First Student that helps school bus drivers locate sleeping children on an empty bus.
- **Placard Policy:** Our "empty" placard also helps ensure no child is left alone on an empty school bus.
- **Crossing Control Arms:** The crossing control arm is standard equipment on most First Student buses, unless prohibited by state regulations.
- **Two-Way Radios:** Radios on all buses allow us to better serve the needs of students and parents.

### Operations

From state-of-the-art route management and vehicle maintenance to driver training and special needs capabilities, First Student's sophisticated operations provide school districts with all the resources they need to design, operate and manage successful school transportation systems.

With our diverse capabilities we can reduce, and in many cases eliminate, the day-to-day responsibilities of managing and operating a school transportation program for our school district partners.

*First Student enables educators  
to do what they do best: educate  
children*

Throughout the United States and Canada, thousands of school districts have found relief for their student transportation headaches by turning to us to perform above their expectations.



At First Student, performance means:

- Providing dependable service
- Being efficient and effective
- Safely delivering what we promise on time and on budget
- Doing whatever it takes to fulfill the needs of our school district partners.

By that definition, we believe our performance is unmatched in the student transportation industry. With superior maintenance, quality equipment and dedicated employees, we are unequalled in providing quality services.

## Maintenance

We have all the resources necessary to serve the maintenance needs of your school district. At First Student, delivering outstanding performance means exceeding industry standards. This is reflected in our maintenance capabilities and programs to ensure that your district has the safest and most efficient bus fleet. Please refer to the **“EQUIPMENT, MAINTENANCE FACILITIES, MAINTENANCE PROGRAM”** Section in this proposal for further detail concerning the various programs.

## Equipment

First Student has the largest and most rigorously maintained school bus fleet in North America. Our mission to safely transport students to and from school is only accomplished with safe, reliable and effectively-maintained equipment. That is why our equipment and bus maintenance programs are, by design, the most stringent and innovative in the industry.

We take a comprehensive and systematic approach to purchasing and maintaining our buses and equipment. Our size and unmatched buying power allows us to capitalize on bulk purchase opportunities for buses, replacement parts, insurance and more. We purchase high quality parts and equipment for significantly less and these savings are reflected in our pricing to you, our customer.

Additionally, because we follow such exacting equipment and purchasing standards, our customers realize enhanced cost savings. Our specifications and requirements are aligned with OSHA, federal, state and municipal regulations and typically exceed industry standards, resulting in increased reliability, longer vehicle lifecycles and greater customer satisfaction.



## Routing Expertise

First Student's unrivaled combination of technical expertise and school transportation knowledge means we can provide you with efficiencies in routing, design, planning, and software packages.



Please refer to the "SOFTWARE, TECHNOLOGY AND MANAGEMENT PRACTICES" section in this proposal for additional information.

### Environmental Management

First Student believes that effective environmental management goes hand in hand with operations. When a school district partners with us, we consider ourselves to be part of the community. As such, we feel it is our responsibility to help maintain the environment of each and every community we serve. That's why we are fully committed to complying with all federal, state and local requirements for environmental regulations and procedures.

### Your Partner

First Student, Inc. is committed to joining with your district and community. When selected as your partner to manage your district's transportation needs, First Student will strive to consistently meet or surpass the needs and requirements of your students, parents, administration, our employees and the community.



## BID SUBMISSION REQUIREMENTS



1) Bid Submission

A) First Student holds all applicable State and Federal permits, licenses, and approvals required to provide service for attached scope of work

B) Please see attached COI

C) Bidder is registered with the secretary of the commonwealth of Massachusetts to do business in MA

D) bidder has not failed to perform on similar contracts

E) First Student has provided service for the Town of Natick for the past several years and has the ability and resources to continue to provide quality service

2-6) Please see attached

7) Please see attached COI

8) If awarded the business we would be glad to provide a performance bond in the amount of the work similar to years past

9) First Student has hundreds of buses currently in the Natick area and would be able to pull from neighboring locations if the need arises

10) Please see attached file in regards to maintenance

11) Please see attached

12) Please see attached.

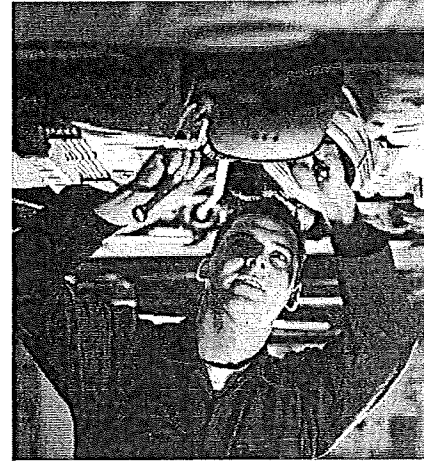
13) Please see attached



First Student proposes to maintain your district's school bus fleet to a standard that meets your district's expectations and complies with all applicable state and federal requirements for inspections and maintenance. In addition to maintenance, First Student prides itself on developing engineering-based specifications that not only enhance the operating life of our equipment, but also adds to the reliability, safety and ease of maintenance.

One of the reasons we are able to provide a high level of fleet reliability is our partnership with selected body companies and chassis manufacturers who meet our quality and value criteria. As one of the largest purchasers of new school buses in the nation, First Student can assist the district in the development of fleet specifications for the purchase of future replacement, or expansion, buses.

First Student's specifications typically exceed requirements for safety and performance. We equip our vehicles with heavy-duty components that have known records for long life and durability, as tracked and monitored by our automated shop and IT systems. While these components may at times increase the initial cost of a vehicle, they represent an investment which returns reduced maintenance costs, extended vehicle life and performance reliability, and higher re-sale value. Consequently, total vehicle lifecycle costs are lower. Once properly equipped vehicles are in place, established maintenance procedures are rigorously applied to ensure trouble-free service and optimum performance.



## First Student: Demonstrated Maintenance Leadership

First Student is a leader in the transportation industry, known for its forward thinking approach to preventative maintenance procedures in many areas including:

- Systematic preventative maintenance ("PM") procedures and computerized monitoring and scheduling systems
- Use of computerized diagnostic tools required to maintain electronically controlled diesel engines
- Use of extensive technical training programs and active support of related ASE certifications for our technicians
- Ability to leverage national fleet discount programs for parts and tires
- Use of safety practices and environmental procedures to protect our employees and the environment.

## Preventative Maintenance Program

A comprehensive preventative maintenance (PM) program is the cornerstone of effective maintenance and encompasses manufacturers recommended service, DOT requirements; state, local and federal regulations. First Student's PM program:

- Ensures 100% safe and reliable vehicles at all times to service your district's students
- Minimizes road breakdowns and emergencies
- Lowers costs by optimizing spare bus and parts inventory
- Controls overall maintenance costs
- Maximizes shop efficiency

The program is designed around three tiers of preventative maintenance, which we have found service school buses best:

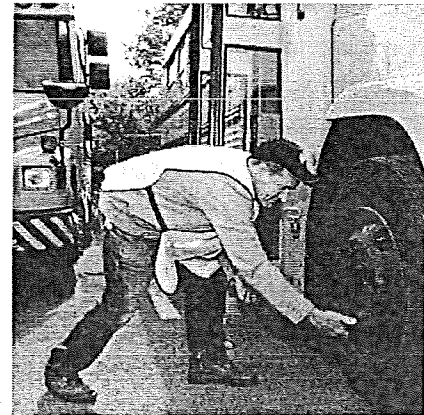
1. Drivers' daily pre-trip inspections
2. Twice-weekly lot Inspections
3. Regularly scheduled preventative maintenance inspections at various intervals

Activities performed in each of the inspections are discussed below.

**1. Drivers' Pre-trip Inspections:** To ensure the safety of your students every day, each driver performs a pre-trip inspection before the first run of the day and completes the daily Driver Vehicle Condition Report (DVCR).

This pre-trip inspection is a thorough visual inspection of more than 40 critical safety components. The components checked include equipment outside the bus such as mirrors, signals, and lights; under hood items such as fluids levels, fan belts, and batteries; odometer operation; all brakes, wheels, tires and exhaust; transmission; all doors and vision systems; horn, steering; and so on. We will withdraw a bus from service if it has serious defects in any of the items listed above.

Drivers must sign and submit one copy of the form to the Service Manager (SM) or Technician In Charge (TIC) while leaving a copy in their book. If defects are found, our SM or TIC determines whether the bus requires immediate repair and whether the repair can be completed on the spot, or whether it can be deferred until the trip is completed. In no instances are "unsafe" vehicles released for use, however there are many possible minor defects such as seat repair that do not require immediate attention. If immediate repair is required, dispatch is notified for a bus replacement, and a repair order is attached to the inspection form. Completed repair orders are signed by the technician performing the work and filed in the vehicle's maintenance file. Maintenance technicians also sign the inspection copy left in the driver's book.



When all forms are used, the completed book is filed and replaced with a new vehicle condition report book.

First Student devotes an entire module in our driver-training program to pre-trip inspections. Drivers are trained to understand the operational importance, preventative aspects, and legal requirements of this inspection.

**2. Twice-Weekly Lot Inspection:** The yard attendant performs a twice-weekly inspection on all buses to ensure that:

- Tires are inflated to the proper pressure or filled as needed
- Oil and fluid levels are at the proper levels or replenished as needed
- Any fluid leaks are detected and brought to the attention of the SM or TIC
- Fuel is sufficient in the vehicles to perform required route duties



The lot check further insures the safety and reliability and provides vital assistance towards a truly comprehensive preventative maintenance program.

In addition to these basic daily and twice-weekly inspections, formalized Preventative Maintenance (PM) inspections are performed at set intervals by experienced technicians. All tools and supplies are strategically placed around the inspection bay to aid in an efficient inspection. In all PM inspections, our first step is a detailed review of a vehicle's maintenance file. This shows the technician what PM is needed and important history information on servicing the vehicle. Then the actual inspection begins.

**3. Regularly Scheduled Preventative Maintenance Inspections:** We conduct Preventative Maintenance (PM) "B" inspections at 4,000 miles or 120 days, unless state regulations or the school district dictates otherwise. First Student has developed an inspection form to act as an efficient checklist throughout the inspection. Over 100 items are carefully inspected with an emphasis on safety-related components, including:

- Tire pressure, condition, and alignment
- Brakes-primary and secondary
- Engine
- Transmission
- Instruments and accessories
- Safety equipment

- Radiator and belts
- Tire and wheel alignment
- Valve stems and caps
- Fan assemblies
- Cooling system
- Steering and brake fluids
- Battery and related attachments
- Steering components
- Front-end components and more

PM "C" inspections are performed at 24,000 miles or 12 months. These PM inspections are planned and scheduled by the SM or TIC. Technicians again review all items with an emphasis on thorough examination of major components such as brakes, alternators, starters, and so on.

After "B" or "C" inspections end, management and technicians review the completed inspection form to determine what repairs and follow-up work is required. To keep vehicles at peak efficiency, all follow-ups are completed as soon as possible.

All vehicles serving this contract will be assigned a regular PM schedule based on their mileage, usage and the general timing of state bus inspections. First Student prides itself on PM currency. The corporate maintenance management team continually monitors overall PM currency and vehicle component cost and replacement cycles through automated company-wide systems. Periodically, corporate maintenance management will make adjustments in PM intervals based on individual component performance, changing vehicle specifications, design improvements, local or environmental factors, or changing regulatory requirements.

In early fall, a special winterizing inspection and PM is performed on all school buses. This is especially critical to vehicle reliability and performance in cold weather climates. In addition to these inspections, our technical service team conducts a comprehensive inspection and PM on all buses prior to the annual state inspection. We are especially proud of our high pass rate and perfect score before any vehicles are used to serve the school district.

## Maintenance Procedures

First Student arms its technicians with extensive maintenance tools, systems and procedures covering every aspect of maintenance, from PM inspections through warranty. Written procedures are always available to technicians for guidance as they perform PM inspections. However, a great deal of this information is available in electronic format, either by using the fault and repair codes on our diagnostic tools, or by accessing our company CD-ROM guides. This allows for more efficient repair with the use of



printed materials as back up. These diagnostic tools and repair guides manual contain detailed inspection and repair procedures for each type of bus we operate, including gasoline or diesel-powered light, medium, or heavy-duty buses. Procedures also differ depending on brake type: air, air-assisted hydraulic, or hydraulic brakes, and other features such as forward- or rear-control transit style buses, conventionals or vans.

## Automated Shop Management System

First Student utilizes an advanced fleet maintenance IT system to capture repair order information that is directly entered into the computer as a paperless repair order or keyed in from physical copies to capture and track individual vehicle maintenance performance histories. Each vehicle in our fleet is assigned a unit number, which serves as a way to track repair costs. A unit file is set up for program vehicles and maintained on site, where it is available for inspection. A typical school bus file (whether on computer or manual "hard card") includes:

- DVCR defects and repairs
- Shop repair orders
- PM inspection schedule and history
- Tire maintenance information
- Warranty and recall repairs
- Outside repairs
- Road calls
- And other miscellaneous information

At a regional and corporate level, our maintenance managers are able to group and summarize vehicle histories for analysis by location, vehicle type, component type, model year, mileage, etc. As one of the world's largest bus operators and purchasers, this information has been invaluable in our circles with manufacturers to improve the safety, efficiency and reliability of performance.

## Maintenance Training

As one of the largest fleet operators of buses in the US, our maintenance capabilities are fundamental to the reliability and performance of our fleet. A systematic approach to technical training and development is key to superior maintenance performance. Our technical training consists of classroom instruction and OJT (on-the-job training), which combines courses and conferences furnished by our preferred suppliers with our own corporate maintenance support. Our maintenance staff has a comprehensive library of in-house technical training materials that include pre- and post-training programs consisting of videotapes, printed study guides, and libraries of technical literature.

We will ensure that our technical service team has all the necessary training, support and oversight to ensure proper and effective maintenance of the districts vehicles. First Student is also a big supporter of ASE certification for our technicians. We encourage all of our technicians to become master mechanics through ASE certifications in areas relevant to their positions. Extensive training is provided so that our technicians can successfully pass their exams and pay for materials as well.

## School Bus Maintenance Philosophy

### Core Purpose & Values

The First Student Maintenance Team's core purpose is to provide safe and reliable vehicles to all of our customers 100% of the time. This is done with Integrity, honesty, professionalism and ethics in mind at all times.

### Goals

#### 100% Safety and Reliability

- Our goal is for every vehicle to always be in total compliance with safety related preventive maintenance schedules with no unscheduled repairs or on-road breakdowns to provide a safe and secure environment for our customers and staff.

#### Clear Communication

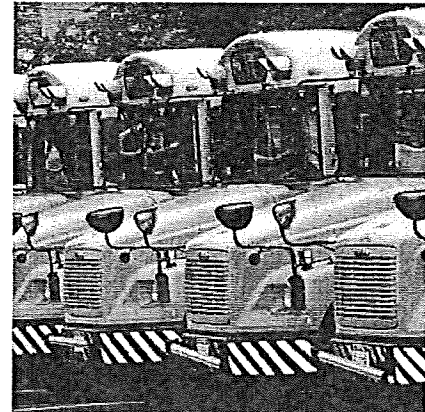
- Our goal is to provide clear direction, objectives and framework to guide decision-making.

#### Continuous Improvement

- Our goal is to benchmark our processes on an ongoing basis always looking for positive improvement.
- Our goal is "Doing the right thing...not just doing things right."
- Our goal is to empower all staff to suggest changes that result in value added improvements.

#### Customer Satisfaction

- Our goal is to fully understand the needs of both internal and external customers.
- Our goal is to develop partnerships and strong relationships to ensure total satisfaction.
- Our goal is to go the extra mile to exceed customer expectations.



### Employee Satisfaction

- Our goal is to show we care about our team and the job satisfaction they derive from their role.
- Our goal is open and honest communications at all times.
- Our goal is to make sure all employees enjoy their career with First Student.

### Meet our Financial Objectives

- Our goal is to maximize the use of all our resources to reduce unnecessary costs and waste.
- Our goal is to make every dollar count.



# Safety Programs



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## Safety Programs



First Student's highest commitment is to provide safe student transportation services to the passengers, parents, school districts and communities that we serve. First Student's approach to safety is more than a "program." It is a comprehensive process that becomes a living part of our organization and everything that we do. In this section, we highlight the key aspects of First Student's Safety Process as listed below.

### Corporate Safety Mission

Ensuring the safety of each of our passengers, each of our employees as well as school district personnel, parents, and the general public is First Student's top priority and moral obligation. As such, we invest a considerable amount of resources in safety training, incentives, programs, materials, tools and personnel. However, we firmly believe that no amount of training and investment can build a totally committed, safety-conscious organization without the dedication of each and every employee. Therefore, we begin our efforts from the CEO of our company on down to front-line management with a commitment to living a safety lifestyle and the obligation to ensure that all of our workplace activities are performed in a safe manner. First Student's Safety Policy and Principles are prominently displayed at all locations.



### Safety

At First Student, we believe that providing safe, reliable transportation is the single most important commitment we can make to a school district. As a result, safety is the driving force behind everything we do.

Why is safety our top priority? Every school day, more than 3 million children are passengers on First Student school buses. No cargo in the world is more precious. We are committed to safety not because we ought to be, but because we want to be.

In fact, our commitment to safety is the cornerstone of our Mission Statement. To honor it, we combine up-to-date, safe and reliable equipment with the most professional and skilled employees in the industry to ensure that our student transportation is as safe as it can be.

Over the years, First Student has earned an exemplary reputation for providing safe, reliable student transportation in the United States and Canada. In fact, our safety record is one of the best in the North American student transportation industry. At the same time, we are constantly developing new ways to raise our safety performance standards even higher. With the help of three interdependent areas — training, equipment, and programs — First Student continues to lead the industry in providing the safest possible student transportation.

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## Safety Programs



### Training

How has First Student built its reputation for providing the industry's safest transportation? In a word: teamwork. When we partner with a school district, our goal is to ensure that everyone involved in student transportation — drivers, dispatchers, mechanics, supervisors, school administrators, teachers, students, and parents — is clearly focused on safety. Toward that end, we offer comprehensive safety training programs for each link in the student transportation chain. The following are descriptions of some of these programs.

### New Driver Training

After we recruit new drivers, they enter our New Driver Training Program, which consists of three parts: preparation for the Commercial Driver's License or CDL test (if the trainee doesn't already possess the CDL), classroom lessons in driving theory, and behind-the-wheel (BTW) training.

In addition to meeting any state driver training requirements, we at First Student believe that developing, coaching, and motivating drivers should be an ongoing effort. We utilize the most effective, up-to-date education techniques available in the United States and Canada. The classroom component is designed around a series of interactive videotapes, which involve a driver trainer leading the group through an analysis of each topic discussed. In addition, comprehensive classroom and behind-the-wheel training provides First Student drivers with the initial instruction they need. Once they are certified, refresher training helps them continue to perfect their driving skills.

#### **Certification Training includes, but is not limited to:**

- 20 hours of classroom instruction, including sessions on First Student, pre-trip inspections and mirror adjustments, brakes, reference points, student management, special needs, emergency evacuations and accident procedures
- 15 hours of one-on-one behind-the-wheel training
- First Student's exclusively designed audio-visual instructional materials, which have been developed for school bus driver training

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## Safety Programs



Additional professional development courses may include:

- Loading/unloading
- Railroad crossings
- Pupil management
- Defensive driving
- Emergency procedures
- First aid/CPR
- Sensitivity training
- Vehicle operation, including wheelchair lift operation and PAT training
- Reporting procedures
- Passenger and public relations
- System familiarization

### Annual Refresher Training

In addition to meeting any state driver training requirements, all First Student drivers participate in annual "refresher" training, instructed by a certified driver trainer. This training involves driver participation in 10, hour-long "in-service" training sessions that are scheduled monthly throughout the school year. Refresher training is another way to continue focusing employee attention on safe, quality job performance.

### Driver Recognition and Incentives

One of the most common — and frustrating — student transportation challenges faced by school administrators is retaining quality drivers.

To respond to this challenge, First Student recognizes and rewards exceptional drivers. Our philosophy is simple: Because good drivers are an essential component to the success of any student transportation program, it makes good business sense to invest in them.

For that reason, First Student takes a proactive approach toward investing in and rewarding employees. We provide drivers with several incremental merit programs, which give them peer recognition and monetary rewards for:

- Accident-free driving
- Perfect attendance
- Workplace safety
- Safety competition participation



## Safety Programs



Additionally, the Company encourages good-natured competition between operating locations in terms of "days without an accident" and "days without a driver absence." Besides monetary rewards, First Student also offers prize drawings that award employees for job performance.

All locations participate in a monthly safety theme, including such topics as danger zones, use of mirrors, winter driving, and defensive driving. On an individual basis, we recognize drivers for years of safe driving, with an annual presentation of safe driving patches and safe driving pins, which are normally presented at an annual safety banquet. The firm also sponsors drivers across North America in state, provincial, and national school bus safe driving competitions.

**A centerpiece of our student safety programs is First Student's Rules of School Bus Safety. The following rules are designed to make safety a priority for all students:**

- Stay away from the street while waiting for the bus
- When the bus approaches, line up single file and do not walk toward the bus until it comes to a complete stop and the driver opens the door
- Use the handrail to board the bus and go to an assigned seat
- Stay seated at all times
- Talk quietly — do not distract the driver
- Ask the driver's permission to open windows
- Keep arms, head and hands away from windows, do not throw things out of windows
- Stay outside of the danger zone; danger zones are 10 feet anywhere around the school bus
- Stay where the driver can see you



- Cross the street in front of the bus
- Never stop to pick up anything from under the bus

In addition, First Student dispatchers and supervisors participate in training courses that prepare the staff to handle emergency situations and provide assistance to the vehicle operator whenever necessary. All employees are required to attend monthly safety meetings to receive in-service information and reinforcement on company safety principles, as well as share experiences relating to the safe operation of the school bus.



## Safety Programs



### Student/Parent Awareness Programs

First Student understands that having the most competent, highly trained drivers behind the wheel of the safest, best maintained school buses is not the complete answer to safety. It is also essential that students and their parents understand their responsibility regarding important safety procedures both on and off the bus.

To help increase awareness about school bus safety, First Student has produced two different classroom programs to teach children how to travel safely on the bus: a "Winnie the Pooh" program and video for younger students and "Safety TV" for older students. Since we introduced these programs in 1992, feedback from parents, teachers, and students has been enthusiastic.

### Student Management/Discipline Program

First Student agrees to abide by the rules and regulations regarding bus passenger discipline set forth by our partner school districts. The company also agrees to administer its various pupil management in-service training programs to the drivers and monitors.

At First Student, we believe effective student management is an integral factor in operating a safe school bus operation. We have developed a three-part program designed to manage student behavior on the bus. The program is successful when the drivers, First Student management, and school officials work together as a team. The process requires that:

**Drivers** act correctly and only report meaningful breaches of discipline, using our progressive four-step format.

**School officials** consistently support First Student's actions and involve parents and school supervisors, when necessary. With the support of and adoption by the school district / governing board, our basic program uses a formal Bus Conduct Report with four progressive discipline steps:

**First Warning** — A verbal warning to the student, which is documented for the record.

**Second Warning** — A written warning, where we contact the school and ask that the parents are notified.

**Third Warning** — Another written warning, where we recommend that the student's bus privileges are suspended until the school has a meeting with the parents.

**Fourth Warning** — A final written warning, where we recommend the student's removal from the bus.

By acting as a team, the drivers, management, and school officials work together to administer a successful student management program that contributes to the safety and success of the school bus operation.

If something out of the ordinary happens during a service shift, bus operators are required to fill out an incident report. The location manager then follows up with the bus driver and anyone else who may have been involved.

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# Safety Programs



## Accident Policy

Each and every school day, First Student operates more than 62,000 buses throughout the United States and Canada. While we concede that accidents do happen, we understandably want to prevent them. When an accident occurs, it is evaluated thoroughly to determine whether corrective measures are needed.

Every accident is investigated and reviewed at the location level, according to the criteria outlined in First Student's Guidelines, which are based on National Safety Council rules. Driver error, mechanical or weather factors are considered contributory factors to the accidents. Corrective steps are taken based upon the circumstances of the accident. These steps include, but are not limited to, the following:

- Re-evaluation
- Written warning
- Retraining, based on actual accident cause
- Suspension
- Termination for cause

The following policy pertaining to preventable accidents serves as the basis for disciplinary action regarding accidents occurring within a 24-month period.

First Preventable — Written warning, suspension one to five days, termination (optional)

Second Preventable — Written reprimand and retraining, suspension 2 to 15 days, termination (optional)

Third Preventable — Termination

Information regarding every occurrence is entered into First Student's proprietary safety database, I-Trak. This allows management to monitor performance at each level of operations — location, district and area — and track various statistics, (i.e. time of day, days of week, road conditions and accident cause). This information allows us to custom-tailor follow-up training, which focuses on the most prevalent issues in any area.

## Drug and Alcohol Testing

Because getting students to and from school safely is our top priority, it is critical that we maintain a drug-free workplace. Rules and regulations may vary slightly from location to location, but these core principles are enforced throughout First Student.

- No employee may be under the influence of alcohol or illegal drugs.
- No one known to abuse alcohol, illegal drugs or controlled substances will be hired by First Student.
- Any employee who refuses or fails a required drug or alcohol test will be removed from duty and may be terminated.

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## Safety Programs



First Student aggressively promotes a drug free workplace and has developed a strong drug and alcohol policy and procedure. Our policy has consistently met or exceeded the requirements of the Department of Transportation and all state/provincial and local requirements. Drug screening, which may include the alcohol breath test, is conducted for:

- Pre-employment selection process
- Reasonable cause
- Accidents where the driver is cited
- Randomly, according to Federal Department of Transportation regulations

A vital part of any drug-free workplace program is the training of supervisors to recognize problems that may exist. Per federal law, First Student offers a one-day supervisor training program. Supervisors are required to attend the program to ensure that they are equipped with the appropriate management skills to recognize and handle these situations if they occur.

A complete copy of First Student's Drug & Alcohol Policy is available on request.

## Safety Equipment

According to the National Highway Traffic Safety Administration, the traditional yellow school bus is one of the safest forms of transportation on the road. School buses are 60 times safer than cars or trucks, the National School Transportation Association says. In fact, in recent years school buses have been the only mode of transportation in which the number of accidents, injuries and fatalities has decreased while the number of vehicle, miles and passengers has increased.

By operating the largest and most modern bus fleet in North America, First Student sets the industry standard in terms of safety. This high standard contributes to exemplary customer service and safe delivery of students daily. Newer, updated and reliable school buses allow First Student to provide superior customer service, as well as deliver students to school safely every day.

Today, First Student's school buses offer more safety features than buses did even a few years ago. The latest state-of-the art technology and safety enhancements allow First Student to have the most reliable and safest equipment available in the transportation industry. Some of these features include:

### *Child Check-Mate System*

A newly developed safety device installed by First Student that helps school bus drivers locate sleeping children on an empty bus. As a normal procedure, First Student drivers are trained to walk to the back of the bus each time they complete a run to see if any children are still on the bus. The new device acts as an alarm system on the ignition and requires that the driver push a button at the back of the bus signaling that no children remain. Otherwise, it sets off an electronic reminder. This system is not available in all states due to prohibition of state regulations.

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## Safety Programs



### *Placard Policy*

Before exiting the vehicle, our drivers must walk to the back of the bus — checking for any remaining students — and place a placard marked “empty” in the rear window. This helps ensure no child is left sleeping on an empty First Student vehicle.

### *Crossing Control Arms*

The crossing control arm is standard equipment on most First Student buses, unless prohibited by state regulations. Mounted on the front bumper, directly in front of the wheel on the door side of the bus, the flexible crossing arm extends in loading and unloading areas to remind children to walk 7 to 10 feet in front of the bus before crossing. It serves as a visible reminder to children and adults that eye contact with the driver is required when crossing in front of a school bus and that children must stay out of the “Danger Zone” that surrounds the bus.



### *Motorola Two-Way Radios*

First Student uses Motorola two-way radios on all buses, which allow drivers to communicate with each other and the bus terminal. These radios enable our drivers to better serve the needs of student and parents.

## Special Needs Training

First Student conducts numerous special needs driver education programs incorporating video presentations, driver manuals, workshops, and on-the-job training. Sharing with drivers from other First Student terminals also enhances our program.

All drivers of special vehicles are trained for the specific challenges of the passengers that they transport. When applicable, this may include training in areas such as airway management, tracheotomy clearing techniques, epilepsy and cardiac management, ostomies and stomas, as well as infectious diseases. The requirements for the transportation of challenged students continue to grow. Under the Individuals with Disabilities Education Act (I.D.E.A.) of 1990, transportation has to be provided for children with Traumatic Brain Disorder as well as Severe Emotion Disorder.

We are experienced in dealing with new challenges involved in today's daily transportation.

First Student's more than 40 accident prevention topics and in-depth training seminars enable special needs drivers to recognize and respond to passengers who display various physical and emotional conditions. In addition, First Student supervisors are trained to offer specific special needs training programs. One supervisor designed a program whereby each special education driver writes his/her own emergency plan. The plan, once



## Safety Programs



approved and tested by the driver and supervisor, is posted in the front of the bus and is regularly updated and practiced.

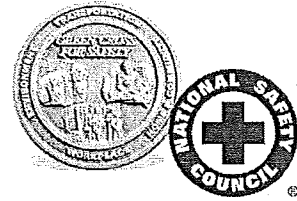
Another special needs training program prompts supervisors and drivers to develop “photo albums” depicting a photograph of each passenger and his or her accompanying equipment. This allows drivers to inspect each passenger’s equipment and check for particular items such as size of wheelchair, wheelchair tire inflation, oxygen tank securement, and particular individual needs of the passenger (i.e., tracheotomy, diabetic, etc.).

## ***FirstGroup Safety Award***

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Our parent company, FirstGroup America, was awarded the National Safety Council's 2009 Green Cross for Safety Medal. This is the highest award for safety in North America.

The National Safety Council (NSC) is a non-profit organization that serves as the nation's leading resource on industry trends, professional development and strategies for advancing safety and health programs and practices. The NSC is dedicated to keeping people safe by preventing injuries and death through leadership, research, education and advocacy. Each year the NSC awards the Green Cross for Safety Medal to an organization that demonstrates a steadfast commitment to improving safety and health in the workplace, its community and through safety leadership demonstrated by its CEO.



*Making our World Safer\**

## **Safety Record**

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First Student has earned an exemplary reputation for providing safe, reliable student transportation in the United States and Canada. In fact, our safety record is one of the best in the North American student transportation industry and we are constantly developing new ways to raise our safety performance standards ever higher. Our safety approach is further explained by looking into our corporate mission, safety organization chart, programs, training and equipment.

### **IDOT Safety Record**

The IDOT safety records below are based upon accidents per million miles for the past five years.

|             |      |
|-------------|------|
| <b>2010</b> | 2.25 |
| <b>2009</b> | 3.6  |
| <b>2008</b> | 3.8  |
| <b>2007</b> | 4.10 |
| <b>2006</b> | 3.95 |







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/27/2016

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).

|  |  |               |
|--|--|---------------|
| <b>PRODUCER</b><br>Arthur J. Gallagher Risk Management Services, Inc.<br>250 Park Avenue<br>3rd Floor<br>New York NY 10177 | <b>CONTACT NAME:</b> Tanya D. Stephenson                                     |               |
|  | <b>PHONE (A/C, No, Ext):</b> 212-994-7085 <b>FAX (A/C, No):</b> 212-994-7047 |               |
| <b>INSURED</b><br>FIRST STUDENT, INC.<br>600 Vine St<br>Ste 1400<br>CINCINNATI OH 45202                                    | <b>E-MAIL ADDRESS:</b> Tanya_Stephenson@ajg.com                              |               |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>   | <b>NAIC #</b> |
|  | <b>INSURER A:</b> National Union Fire Insurance Compa                        | 19445         |
|  | <b>INSURER B:</b> New Hampshire Insurance Company                            | 23841         |
|  | <b>INSURER C:</b> American Home Assurance Company                            | 19380         |
|  | <b>INSURER D:</b>  |               |
| <b>INSURER E:</b>  |  |               |
| <b>INSURER F:</b>  |  |               |

**COVERAGES** **CERTIFICATE NUMBER:** 1093996159 **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                          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          | GL 3629890 (10MM AGG)   | 12/31/2016   | 12/31/2017   | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$5,000,000<br>GENERAL AGGREGATE \$10,000,000<br>PRODUCTS - COMP/OP AGG \$5,000,000<br>OTHER: \$ |
| A                          | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          | CA1921809 (AOS)<br>CA1921810 (MA)<br>CA1921808 (VA)   | 12/31/2016<br>12/31/2016<br>12/31/2016   | 12/31/2017<br>12/31/2017<br>12/31/2017   | COMBINED SINGLE LIMIT (Ea accident) \$5,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>OTHER: \$   |
|                            | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>   |           |          |   |  |  | EACH OCCURRENCE \$<br>AGGREGATE \$<br>OTHER: \$   |
| B<br>B<br>B<br>B<br>B<br>C | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/><br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      | WC 014649551 (AOS, GA)<br>WC014649558 (MN)<br>WC014649547 (FL)<br>WC014649551 (TX)<br>WC014649549 (MA,WI)<br>WC014649548 (CA) | 12/31/2016<br>12/31/2016<br>12/31/2016<br>12/31/2016<br>12/31/2016<br>12/31/2016 | 12/31/2017<br>12/31/2017<br>12/31/2017<br>12/31/2017<br>12/31/2017<br>12/31/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$5,000,000<br>E.L. DISEASE - EA EMPLOYEE \$5,000,000<br>E.L. DISEASE - POLICY LIMIT \$5,000,000                            |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation:  
Policy #: WC 014649550 (AK, AZ, IL, NC, NH, NJ, PA, UT, VT)  
Policy Term: 12/31/16 to 12/31/17  
Carrier Name: NEW HAMPSHIRE INS CO (NAIC #23841)  
Limits: E.L. Each Accident / E.L. Disease- Ea Employee / E.L. Disease-Policy Limit - \$5,000,000  
See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

|                       |  |
|-----------------------|--|
| Evidence of Insurance | 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<br>  |

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

|  |           |  |
|--|-----------|--|
| AGENCY<br>Arthur J. Gallagher Risk Management Services, Inc. |           | NAMED INSURED<br>FIRST STUDENT, INC.<br>600 Vine St<br>Ste 1400<br>CINCINNATI OH 45202 |
| POLICY NUMBER  |           |  |
| CARRIER  | NAIC CODE | EFFECTIVE DATE:  |

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

"Proof of Insurance for all First Student, Inc. locations"

## **MEMO**

**TO: Martha White**  
**FROM: Jemma Lambert**  
**RE: MWRTA Contract Extension**  
**DATE: 21 July, 2017**

It is my pleasure to articulate this Department's support for the extension of the contract between the Town of Natick and the Metrowest Regional Transit Authority (MWRTA) for the purpose of providing enhanced local transportation services to elders and handicapped individuals.

Through this partnership the Town of Natick leases a handicapped accessible 10 passenger van and a smaller 3-4 passenger hybrid design SUV from MWRTA at no charge in addition to rider scheduling services through MWRTA's call center. With this support the Department recruits, trains, schedules and supports our drivers, ensures that our residents are aware of and registered to participate in the program, coordinates trip routes and maintains program statistics. The result of this partnership has been the creation of enhanced, accessible, door to door transportation services for those in need in our community.

We regularly receive extremely positive feedback from riders who call to express their appreciation for the service and the drivers. Elders are getting out, attending to their medical appointments, getting the food they need and socializing with others.

The Connector runs five days a week transporting elders and handicapped individuals to critical appointments in the greater Metrowest area. Ridership continues to expand. At present we are averaging 300 trips per month (70 rides per week, 10 trips per day); an impressive number for a dual vehicle program.

Perhaps just as important, we're delighted to report that 10 out of our 11 drivers are volunteers. This remarkable pool of civic minded individuals is comprised of veterans, elders and younger working adults who not only give of their time each week, but also completed comprehensive, time intensive training to ensure for the safe operation of the vehicle. Natick should be extremely proud of these volunteers.

The Connector service is a great example of the kinds of synergies our Department is able to take advantage of. We look forward to continuing to respond to the unmet transportation needs in our community.



**METROWEST REGIONAL TRANSIT AUTHORITY**  
**Public Transportation System**

15 Blandin Avenue, Framingham, MA 01702  
Ph. (508) 935 2222 • Fax (508) 935 2225 • [www.mwrta.com](http://www.mwrta.com)

June 2, 2017

Jonathan Freedman, Chair  
Natick Board of Selectmen  
13 E. Central St.  
Natick, MA 01760

Dear Mr. Freedman,

Please find enclosed the 2017-2018 Contract Extension for the elderly and disabled transportation services between the MWRTA and the Town of Natick, provided by the Natick Council on Aging.

Please sign all three (3) copies and return for MWRTA signature. One (1) original copy will be returned for your records once all signatures are obtained.

Please do not hesitate to contact me if there are any questions.

Thank you,

Eva Willens,  
Deputy Administrator



**METROWEST REGIONAL TRANSIT AUTHORITY**  
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**CONTRACT EXTENSION**  
**BY AND BETWEEN**  
**THE TOWN OF NATICK**  
**AND**  
**THE METROWEST REGIONAL TRANSIT AUTHORITY**

THIS AGREEMENT is made this 1st day of July 2017 by and between the TOWN OF NATICK, MA, a municipal corporation hereinafter referred to as the "TOWN" and the METROWEST REGIONAL TRANSIT AUTHORITY ("MWRTA"), a body politic and corporate and political subdivision of the Commonwealth of Massachusetts, hereinafter referred to as the "RTA."

The TOWN and the MWRTA agree to extend the contract for elderly and disabled transportation services, between the parties dated December 15, 2014 for one additional year through June 30, 2017.

The terms and conditions of said contract are hereby ratified and affirmed.

IN WITNESS WHEREOF the parties hereto have caused this extension to be executed by their duly authorized officers on the day and year first written above.

MetroWest Regional Transit Authority  
By:

Town of NATICK  
By:

\_\_\_\_\_  
Edward J. Carr, Administrator

Dated: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form:

Approved as to form:

\_\_\_\_\_  
General Counsel

John R. Flynn  
Town Counsel

Dated: \_\_\_\_\_

Dated: JUNE 14, 2017



**METROWEST REGIONAL TRANSIT AUTHORITY**  
Public Transportation System

15 Blandin Avenue, Framingham, MA 01702  
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MetroWest Regional Transit Authority  
By:

Town of NATICK  
By:

\_\_\_\_\_  
Edward J. Carr, Administrator

Dated: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form:

Approved as to form:

\_\_\_\_\_  
General Counsel

  
\_\_\_\_\_  
Town Counsel

Dated: \_\_\_\_\_

Dated: JUNE 14, 2017



**METROWEST REGIONAL TRANSIT AUTHORITY**  
**Public Transportation System**

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Metro West Regional Transit Authority  
By:

Town of NATICK  
By:

\_\_\_\_\_  
Edward J. Carr, Administrator

Dated: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
General Counsel

Dated: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form:

John P. Flannery  
\_\_\_\_\_  
Town Counsel

Dated: JUNE 14, 2017



# Town of Natick

## Town Administrator's Office

**TO:** BOARD OF SELECTMEN

**FROM:** JAMES EVERETT, CHAIR, FIRE CHIEF SCREENING COMMITTEE  
MARTHA WHITE, TOWN ADMINISTRATOR

**SUBJECT:** FIRE CHIEF SCREENING COMMITTEE

**DATE:** 6/21/2017

**CC:** FIRE CHIEF SCREENING COMMITTEE  
BRYAN LEBLANC, PROCUREMENT OFFICER

---

The Fire Chief Screening Committee held its organizational meeting on June 14th, at which meeting James Everett was elected Chair, Martha White was elected Vice-Chair and Catherine Coughlin was elected Clerk.

The Committee approved a Draft RFP for consulting services for an Assessment Center and other services related to the Fire Chief search process; that RFP is attached and is presented to the Selectmen for approval and authorization to issue.

The Committee also discussed the Fire Chief search process, specifically how broadly the Town should advertise the position opening, e.g., nationally, throughout New England or just within Massachusetts. After considerable discussion, the Committee members reached consensus to recommend to the Selectmen that the search process be limited to Massachusetts. Certainly, applications would be accepted from candidates outside of Massachusetts, but the Committee recommends that job postings be focused within the state.

Committee members did not favor a nation-wide search process based in large part on the unique weather challenges we face in this area; the 2014 Fire Chief nation-wide search process produced several candidates who were otherwise qualified but inexperienced with New England weather events that can significantly affect emergency response plans.



The Committee also considered a search process focused on the New England area but, after an extensive discussion regarding Massachusetts' Civil Service system and the unique personnel and management challenges that these laws and regulations present, the Committee determined that focusing advertisement of the Fire Chief position vacancy within Massachusetts was in the Town's best interest. It is important to note that Committee members who also served on the 2014 Fire Chief Screening Committee represented that, in that search process, several applications were received from well-qualified candidates within Massachusetts. Further, Committee members who work in fire services noted that recent enhancements in professional development opportunities have enabled higher ranking Massachusetts' fire department personnel to advance their practical and professional development skills. Further, it is anticipated that applications will be received from qualified personnel within the Natick Fire Department.

In summary, the Natick Fire Chief Screening Committee recommends:

1. That the Board of Selectmen approve the RFP for consulting services for an Assessment Center and other services related to the Fire Chief screening process, and
2. That the Board of Selectmen endorse the Committee's recommendation that advertisements for the position of Natick Fire Chief be limited to or focused on Massachusetts, although all applications will be considered.

# MEMORANDUM

To: PROCUREMENT FILE

From: Bryan R. Le Blanc, Esq./Procurement Officer, Town of Natick

Re: Procurement of Fire Chief Assessment Center Services

Date: April 26, 2017

With reference to the above RFP, in consultation with Town Administration, I have determined as follows:

The RFP process will enable the Town of Natick to consider and to provide higher ratings to consultants whose past contract experience, public project experience, and references reflect a unique ability to provide such services to cities and towns in the Commonwealth of Massachusetts generally, as well as to the Town in this case. Cost alone is an insufficient measure to protect the Town's interests, especially given the need to select a well-qualified firm to assess Fire Chief candidates. The Town desires to measure and to weigh qualifications and other intangible characteristics of proposers. Hence, the Town of Natick shall use an RFP process, rather than an IFB process, to procure such services.

**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**

**June 28, 2017**

**PROPOSALS DUE:**

**July 19, 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 and related services 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 June 28, 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, July 19, 2017**, at the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, at which time and place all Proposals will be opened. Each Proposer shall also include one electronic copy of its Non-Price Proposal in the Non-Price Proposal envelope. 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 and perform related services 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 June 28, 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 July 12, 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, July 19, 2017**, at this address:

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

Each Proposer shall also include one electronic copy of its Non-Price Proposal in the Non-Price Proposal envelope.

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 July 12, 2017. Questions may also be submitted to the Procurement Officer’s attention at the following email address: [bleblanc@natickma.org](mailto: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 and related services 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 approximately 156 public road miles.

Development in Natick consists of a major commercial corridor along Route 9, including the Natick Mall – the largest retail mall in New England, as well as high-rise apartment buildings, historic neighborhoods, a thriving downtown business district, two commuter rail stations, two industrial parks, Natick Soldiers' Systems Center and several corporate headquarters.

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 \$8.1 million.

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 December 11, 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 gain insights into the community in general and the needs of the Natick Fire Department, as well as the desired 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; solicit applications for the position of Natick Fire Chief by disseminating these marketing materials as appropriate.
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; the final components of the Assessment Center shall be subject to approval by the Screening Committee.
  - 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 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.

**Advantageous** – Not used.

**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.

For 2.1-2.5, above, any proposal that fails to meet the minimum proposals submission requirements above shall be deemed **Unacceptable (U)**.

## **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, July 19, 2017, to this address:

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

Each Proposer shall also include one electronic copy of its Non-Price Proposal in the Non-Price Proposal envelope.

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.** \_\_\_\_\_

**TOWN OF NATICK**

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**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.

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Name of Proposer

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Address of Proposer

---

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Telephone Number \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

---

Printed Name

---

Printed Title

---

Date

**TOWN OF NATICK**  

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**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

**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**

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**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**  

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**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

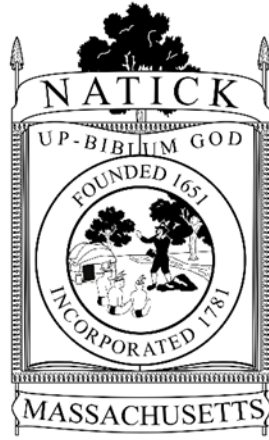
**TOWN OF NATICK**

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**ATTACHMENT H  
FORM OF CONTRACT**

**(SEE ATTACHED DOCUMENT.)**

**Town of Natick  
Natick, Massachusetts**



**REQUEST FOR QUALIFICATIONS  
FOR  
PLANNING DESIGNER SERVICES RELATED TO THE  
DESIGN AND CONSTRUCTION OF A NEW PARKING  
GARAGE IN THE TOWN OF NATICK**

**RESPONSES DUE:**

**Monday, July 31, 2017  
11:00 A.M. LOCAL TIME**  
Late Responses Will Be Rejected.

**DELIVER COMPLETED RESPONSES TO:**

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

**TOWN OF NATICK  
NATICK, MASSACHUSETTS 01760**

**NOTICE TO RESPONDERS**

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 Responses for planning designer services related to the conceptual design of a new parking garage in the Town of Natick, Massachusetts. The Request for Qualifications (“RFQ”) may be obtained from the Procurement Office, 75 West Street, Natick, MA 01760, Monday through Thursday, between 8:00 A.M. and 4:00 P.M. local time, and on Friday, between 8:00 A.M. and 12:00 P.M. (noon) local time, beginning on Thursday, July 6, 2017. A Pre-Response Site Visit will be held between 10:00 A.M. and 12:00 P.M. (noon) local time on Wednesday, July 19, 2017. Sealed Responses will be received until 11:00 A.M. local time, Monday, July 31, 2017, at the Procurement Office, 75 West Street, Natick, MA 01760. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Responses will be extended to the time posted above on the next business day upon which the Procurement Office is open. Pursuant to M.G.L. c. 7C, §§44 *et seq.*, the Town reserves the right to award one (1) Contract, if at all, to the most qualified responsive and responsible Responder who complies with the Response Submission Requirements in Section 4 of the RFQ. The award of any contract pursuant to this RFQ shall be subject to appropriation by Natick Town Meeting. The Contract will be awarded, if at all, on a negotiated basis, with a fee **not to exceed** two hundred thousand dollars and zero cents (\$200,000.00), subject to negotiation and subject to all procedures outlined in the RFQ, pursuant to M.G.L. c. 7C, §§44 *et seq.* and all applicable regulations and guidelines.

All Responses shall comply with the RFQ issued by the Town of Natick. The Town reserves the right to waive any informality in or to reject any, any part of, or all Responses in the best interest of the Town.

No feasibility study exists.

The Project budget, including construction costs and design fees, has been established at approximately two hundred thousand dollars and zero cents (\$200,000.00).

## **Section 1. Instructions to the Request for Qualifications**

In accordance with the provisions of Chapter 7C, §§44 *et seq.* of the Massachusetts General Laws, 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 Responses for planning designer **services related to the feasibility analysis and conceptual design of a new parking garage at Middlesex Avenue in the Town of Natick, Massachusetts** (the “Project”). For a full description of such services, please refer to Section 3 of the Request for Qualifications (RFQ).

Copies of this RFQ may be obtained from the Procurement Office, 75 West Street, Natick, MA 01760, Monday through Thursday, between 8:00 A.M. and 4:00 P.M. local time, and on Friday, between 8:00 A.M. and 12:00 P.M. (noon) local time, beginning on Thursday, July 6, 2017.

A Pre-Response Site Visit will be held between 10:00 A.M and 12:00 P.M. (noon) local time on Wednesday, July 19, 2017.

Questions regarding this RFQ 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 on Friday) on Friday, July 21, 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 Responders.

Sealed Responses marked “Town of Natick: Sealed Response for Planning Designer Services Related to the Design and Construction of a New Parking Garage in the Town of Natick” shall be received by 11:00 A.M., local time, Monday, July 31, 2017, at this address:

Procurement Office  
c/o Natick DPW Building  
75 West Street  
Natick, MA 01760.

Each Responder’s name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office in shall be considered official. No late Responses shall be accepted. No faxed Responses shall be accepted. Conditional Responses will not be accepted. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Responses will be extended to the time posted above on the next business day upon which the Procurement Office is open.

Each Response shall be submitted in accordance with the Response Submission Requirements in order to be considered for award. Any Response submitted shall be binding for thirty (30) days subsequent to the time of the opening of Responses.

The Town of Natick **will not** reimburse Responders for any costs incurred in preparing Responses in response to this RFQ.

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

By submission of a Response, the Responder agrees that if its Response is accepted, then it shall enter into a Contract with the Town which incorporates all the requirements of this RFQ. By submission of a response, the Responder further indicates acceptance of all terms of this RFQ.

Changes, modifications or withdrawal of Responses shall be submitted in writing to the Procurement Officer prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED RESPONSE FOR THE PROVISION OF PLANNING DESIGNER SERVICES RELATED TO THE FEASIBILITY ANALYSIS AND CONCEPTUAL DESIGN OF A NEW PARKING GARAGE AT MIDDLESEX AVENUE." No corrections, modifications, or withdrawal of Responses shall be permitted after Responses have been opened.

After the Responses have been opened, no Responder may then withdraw its Response prior to the execution of the Contract by both parties unless an award is not made within thirty (30) days from the opening of the sealed Responses, (Saturdays, Sundays, and legal Holidays excluded). All Responses shall be properly signed. Unless a different period is prescribed by law, the Contract will be awarded within thirty (30) days of the opening of Responses as described above.

By submitting a Response, a Responder indicates acceptance of all terms and conditions of this RFQ.

M.G.L. c. 7C, §§44 *et seq.*, which is incorporated herein by reference, shall govern all procedures.

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

## **Section 2. Pre-Response Walk-Through/Questions**

A Pre-Response Site Visit will be held between 10:00 A.M and 12:00 P.M. (noon) local time on Wednesday, July 19, 2017

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

Procurement Officer  
75 West Street  
Natick, MA 01760.

Questions regarding this RFQ shall be submitted in writing and shall be delivered to the Procurement Officer by the close of business (4:00 P.M. local time Monday through Thursday, and 12:00 P.M. (noon) local time on Friday) on Friday, July 21, 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 Responders.

## **Section 3. Background**

### **A. Project Description**

The proposed development site is comprised of five contiguous town-owned parcels (Parcel #'s 43-0000388A, 43-0000388B, 43-0000388C, 43-0000388E and 43-0000387, shown in Figure 1) encompassing approximately 0.93 acres (40,215 sf) between Middlesex Avenue to the north and Summer Street to the south. The Town of Natick seeks a conceptual development plan to recommend preferred methods to permit, design, construct, operate and maintain a permanent public parking garage accommodating at least four hundred (400) automobiles upon the site, which is strategically located on some of the largest undeveloped parcels in downtown Natick. This location is 500 feet from the Natick Center Station on the MBTA's Framingham / Worcester Commuter Rail line, 1.2 miles from State Route 9 and 2.5 miles from Exit 13 on the Massachusetts Turnpike (Interstate 90).

The Town has a strong interest in developing a municipal parking garage in Natick Center that will provide sufficient public parking to allow nearby properties to be redeveloped to their highest potential with a mix of commercial and residential uses, as allowed in the underlying Downtown Mixed Use zoning district<sup>1</sup>. The Town of Natick spurred the regeneration of Natick Center in the 1990's by rebuilding (and relocating) Town Hall, Police and Fire Headquarters and expanding the Morse Library, followed by streetscape improvements centered around rebuilt roadways and sidewalks along Central and Main Streets. Subsequent rezoning spurred redevelopment of industrial properties north and east of the Commuter Rail station into lofts and apartment buildings. Recently, a large town home development and a new bank building were completed in and around the Center, and two iconic properties near the intersection of Central

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<sup>1</sup> The Downtown Mixed Use (DM) zoning district covers most of the Center, allowing a wide variety of commercial and residential land uses to mix in relatively dense (2.4-3.0 maximum FAR) developments up to five stories high.

and Main Streets are being redeveloped into mixed retail/residential structures with integrated parking.

Natick Center's re-evolution into a vibrant central business district depends on the continued conversion of existing commercial properties into multi-story buildings containing businesses and dwellings that fosters a dynamic street life focused around restaurants, shops and cultural venues. Many local stakeholders believe that more public parking needs to be provided in the Center to make the district more convenient to shoppers, attract more retail businesses and maintain the pace of redevelopment. The Community & Economic Development Department estimates that many properties in Natick Center's core (around the intersection of Central and Main Streets) can practically utilize only a fraction of additional development capacity afforded by underlying zoning without parking relief.

Since 2005, the Town has undertaken several studies to explore parking dynamics in Natick Center, culminating in 2012 with a comprehensive analysis conducted by Nelson/ Nygaard Inc. and the Cecil Group. This study cataloged 770 public parking spaces on streets and parking lots around Natick Center, and determined that the area's overall parking supply generally exceeded demand. However, many public spaces in Natick Center are effectively isolated from the core commercial streets, where some blocks have reached (or exceed) parking capacity and have limited ability for expansion allowed by underlying zoning. Nelson/Nygaard recommended that the Town improve parking management methods to promote efficient use of municipal parking resources and build up to two parking structures to provide enough parking to accommodate the maximum "build out" development potential of properties in Natick Center. A Parking Advisory Committee, appointed by the Town in 2014, recommended similar solutions, including construction of one or two parking structures.

In 2015, revised parking management practices, primarily installation of smart parking meters, were implemented by the Town. Enhanced parking management practices have improved public parking availability in the district. However, the Town believes that construction of at least one (1) public parking structure still needs to be planned in 2017 to accommodate Natick Center's present and future parking needs.



## B. Scope of Work

The Successful Responder shall provide planning designer services related to the market analysis, conceptual development plan, design and construction of a parking garage for the Town of Natick.

The Successful Responder shall furnish all labor, equipment, and materials necessary to perform all operations in connection with the provision of such services.

A following outline is provided at Appendix 12 with respect to the Services to be provided by the Successful Responder.

The Successful Responder shall be responsible for any training of his/her/its personnel. The Successful Responder's personnel shall be adequately trained by the Successful Responder and shall be of good moral character. All of the Successful Responder's employees assigned to the sites shall pass any criminal background screening performed by the Successful Responder.

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

1. Name, business address, telephone and beeper/cell phone numbers of the president and foreman.
2. Name address, and telephone number of all employees assigned to the sites. The Successful Responder will update this list whenever there is a change in personnel.

The Successful Responder shall provide services in any contract awarded pursuant to this RFQ as an independent contractor with the Town of Natick. The Successful Responder 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.

## **Section 4. Response Submission Requirements**

Each Responder shall submit the following with its Response:

1. A fully executed Response Form (Appendix 1)  
(which shall include certification of the following):
  - In order to be eligible for selection, each Responder shall certify in its cover letter that it meets the following minimum requirements. Any Response that fails to include such certification in its response, demonstrating that these criteria have been met, shall be rejected without further consideration.

- Each Responder shall designate an individual who shall serve as the Project Director.

2. A fully executed Conflict of Interest Statement.
3. A fully executed Conflict of Interest Certification Form.
4. A fully executed Certificate of Non-Collusion.
5. A fully executed Certificate of Tax Compliance (M.G.L., C. 62C, §49A).
6. A Certificate of Corporate Responder, if applicable.
7. A fully executed Certificate of Non-Debarment.
8. A fully executed Certificate of Compliance with Massachusetts General Laws Chapter 151B.
9. 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 bid documents.
10. Name of lead consultant, address, name of contact person (including phone and fax numbers and email address).
11. Names and resumes of the Management Team for the provision of services.
12. A description of experience with similar contracts within the last five (5) years. This shall include a brief description of the location, costs and date services were provided. Contact names and telephone numbers shall be provided. Express permission to contact these previous clients by telephone, in person, or by written correspondence, shall also be provided.
13. A description of past performance in both public and private contracts held by the Responder. Each Responder shall provide evidence of the following:
  - a. Documented performance on all previous projects as set forth in the form designated as an attachment.
  - b. A satisfactory working relationship with designers, contractors, owners and local officials.
14. The contact name, phone number and contract name for up to three (3) current references for similar contracts.
15. A statement of any legal proceedings pending or concluded within the past five (5) years relating to performance of this type of service.
16. A statement of financial stability of the Responder. Each Responder shall provide the last two (2) year-end Financial Statements with supplemental schedules or last two (2) year's Balance Sheets.
17. A statement of the numbers, qualifications and general and special skills of the consultants, subcontractors, and in-house personnel of the Responder who shall be working with the Town.
18. A statement evidencing thorough knowledge of the Massachusetts State Building Code, regulations related to the Americans with Disabilities Act, and all other pertinent codes and regulations related to successful completion of the Project.
19. A statement evidencing thorough knowledge of Commonwealth construction procurement laws, regulations, policies and procedures, as well as familiarity with the so-called "stretch energy" code which has been adopted by the Town of Natick.
20. A statement of experience in experience in organizing and implementing the relocation of offices and services.

21. A description of the Responder's Project approach.
22. A summary of key personnel. Each Responder shall also provide an organizational chart that shows the interrelationship of key personnel to be provided by the Responder for this Project and that identifies the individuals and associated firms/sub-consultants (if any) who shall fill the key roles identified by the Responder,. Specifically, each Responder shall describe the time commitment, experience and references for these key personnel, including relevant experience in the supervision of comparable public construction projects.
23. A summary of the Responder's current and projected workload.

#### **Section 5. Responsibility/Responsiveness/Eligibility**

In order to be considered a responsible, responsive, and eligible Responder, a Responder shall comply with the Response Submission Requirements set forth in Section 4, above.

#### **Section 6. Response Submission**

Sealed Responses marked "Town of Natick: Sealed Response for the Provision of Planning Designer Services Related to the Design and Construction of a new Parking Garage in the Town of Natick" shall be received by 11:00 A.M., local time, Monday, July 31, 2017, at this address:

Procurement Office  
c/o Natick DPW Building  
75 West Street  
Natick, MA 01760.

Each Responder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office in shall be considered official. No late Responses shall be accepted. No faxed Responses shall be accepted. Conditional Responses will not be accepted. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Responses will be extended to the time posted above on the next business day upon which the Procurement Office is open.

Each Response shall be submitted in accordance with the Response Submission Requirements in order to be considered for award. Any Response submitted shall be binding for thirty (30) days subsequent to the time of the opening of Responses.

The Town of Natick will not reimburse Responders for any costs incurred in preparing Responses in response to this RFQ.

As soon as is reasonably possible after the deadline for submission of Responses, Responses will be opened and evaluated in accordance with M.G.L. c. 7C, §44 *et seq.*

#### **Section 7. Comparative Evaluation Criteria**

The Town will evaluate Responses (both in the written Responses and in the interview process) based upon the following criteria

**a. Prior similar contract experience;**

The Town will evaluate the Responder's past experience in serving as a similar Planning Designer Services Provider, especially for designing and constructing a public building. Town will evaluate the Responder's past contract experience in this regard.

**b. Past performance on public and private contracts;**

The Town will evaluate the past performance of the Responder with regard to providing similar services in publicly funded projects across the Commonwealth, as evidenced by:

- a) Documented performance on all previous projects;
- b) A satisfactory working relationship with designers, contractors, owners and local officials.

The Town will also evaluate the management approach employed by the Responder.

**c. Demonstrated financial stability;**

The Town will evaluate the Responder's current balance sheet and income statement as evidence of the Responder's financial stability and capacity to support the proposed contract.

**d. Qualifications of consultants and assigned personnel who will work with the Town under any potential contract with the Town;**

The Town will evaluate the Responder's key personnel, examining the interrelationship between them in filling the key roles identified by the Responder. The Town will evaluate the time commitment, experience and references for these key personnel, including relevant experience in the supervision of comparable public construction projects.

The Town will evaluate the Responder's knowledge (as evidenced, for example, by any and all certifications held by consultants and assigned personnel) of the Massachusetts State Building Code and all other pertinent codes and regulations related to successful completion of the Project.

**e. Ability to Complete the Project on Time and Within Budget**

The Town will evaluate the Responder's ability to complete the Project on time and within budget. The Town will evaluate whether the Responder has demonstrated that it has set timelines that are reasonable, that the Project can be completed in the timeframe requested, and that it has provided references that indicate that it can complete the Project both on time and within Budget.

**Evaluation of Responses**

**Each responsive and responsible Responder shall be evaluated on the following criteria. Ratings HA (Highly Advantageous), A (Advantageous) and Not Advantageous (NA) are delineated below. Any response that fails to meet the minimum submission requirements will be deemed to rate as U (Unacceptable).**

**Prior Similar Contract experience:**

HA Responder has completed three (3) or more similar planning designer services Contracts for design and construction of a public parking garage.

A Responder has completed at least one (1), but less than three (3), similar planning designer services Contracts for design and construction of a public parking garage.

NA Responder has not completed at least one (1) similar planning designer services Contracts for design and construction of a public parking garage.

**Any response that fails to meet the minimum submission requirements will be deemed to rate as U (Unacceptable).**

**Past Performance on Public and Private Contracts**

HA Responder has not received a judgment against it by a court of competent jurisdiction, regarding any public or private contract in the last five (5) years, and has positive comments by all three (3) references for past public and private contracts

A Not used.

NA Responder has received a judgment against it by a court of competent jurisdiction, regarding any public or private contracts in the last five (5) years, or has received at least one (1) negative comment by references for past public and private contracts

**Any response that fails to meet the minimum submission requirements will be deemed to rate as U (Unacceptable).**

**Demonstrated Financial Stability**

HA Responder has provided financial information requested.

A Not used.

NA Responder has provided no financial information.

**Any response that fails to meet the minimum submission requirements will be deemed to rate as U (Unacceptable).**

**Qualifications of consultants and assigned personnel who will work with the Town under any potential contract with the Town.**

HA Responder has identified contacts, adequate staffing and consultants, and certified staff and consultants, which indicate that work may be completed expeditiously. Responder has an extensive

knowledge of the Massachusetts State Building Code and of all other pertinent codes and regulations related to successful completion of the Project.

A      Responder does not meet the criteria for highly advantageous, above, but has identified contacts, adequate staffing and consultants, and certified staffing and consultants, which indicate that work may be completed expeditiously. Responder has a working knowledge of the Massachusetts State Building Code and of all other pertinent codes and regulations related to successful completion of the Project.

NA     Responder has failed to identify staffing and consultants, and/or has failed to indicate that the work shall be completed expeditiously. Alternatively, Responder does not have a working knowledge of the Massachusetts State Building Code and all other pertinent codes and regulations related to successful completion of the Project.

**Any response that fails to meet the minimum submission requirements will be deemed to rate as U (Unacceptable).**

#### **Ability to Complete the Project on Time and Within Budget**

HA     Responder has submitted extremely detailed timelines and has provided references that indicate that the Project will be completed both on time and within budget.

A      Not used.

NA     Responder has not submitted detailed timelines and/or has not provided references that indicate that Project will be completed on time and within budget.

**Any response that fails to meet the minimum submission requirements will be deemed to rate as U (Unacceptable).**

#### **Section 8.      Selection Process and Award**

Once all Responses have been verified that they are responsive and responsible, the Town's Review Committee will rank all responses that meet the minimum requirements and will record the ranking on a scoring sheet.

In order to establish a short list of Responders to be interviewed, the Town's Review Committee will base its initial ranking of Responders on the above Evaluation Criteria. The Town's Review Committee will establish its final ranking of the short-listed Responders after conducting interviews and reference checks.

Identified reviewers will rank the responses based on the comparative evaluation criteria identified in this RFQ and short-list a minimum of three (3) Responses. The Responses will be reviewed based on the preceding criteria by the Town's Review Committee. After the review of all submitted qualification statements, the Town's Review Committee will select finalists and

interviews with the Town will be scheduled. These interviews will result in a finalist and alternates.

The following process is intended to be followed by the Town:

1. The first-ranked selection will be submitted to the Natick Board of Selectmen or Town-designee for its approval.
2. The first-ranked selection may be asked to participate in a presentation to the Natick Board of Selectmen or Town-designee and/or submit additional documentation, as required, as part of the approval process at no cost to the Town.
3. Subject to the Natick Board of Selectmen's approval, the Natick Board of Selectmen or Town designee will commence fee negotiations with the first-ranked selection. As part of that process, the Natick Board of Selectmen or Town-designee will invite a fee proposal from the first-ranked selection.
4. The Natick Board of Selectmen or Town designee will negotiate a fee for the project.
5. If the Natick Board of Selectmen or Town designee is unable to negotiate a contract with the first-ranked selection or if the Town does not approve the first-ranked selection, the Town will then review the second-ranked selection and upon approval commence negotiations and invite a subsequent fee proposal and so on, until a contract is successfully negotiated and approved

The Town reserves the right to consider any other relevant criteria and speak with references other than those provided by Responders as the Town, in its sole discretion, may deem appropriate, provided that such action is consistent with current law. The Town may, within its sole discretion, seek additional information from Responders.

This RFQ, any addenda issued by the Town, and the selected Responder's Response, will become part of the executed contract. The key personnel that the Responder identifies in its response shall be contractually committed for the Project. No substitution or replacement of key personnel or change in the Sub-consultants identified in the response shall take place without the prior written approval of the Natick Board of Selectmen.

Pursuant to M.G.L. c. 7C, §§44 *et seq.*, the Town reserves the right to award one (1) Contract, if at all, to the most qualified responsive and responsible Responder who complies with the Response Submission Requirements in Section 4 below. The award of any contract pursuant to this RFQ shall be subject to appropriation by Natick Town Meeting. The Contract will be awarded, if at all, on a negotiated basis, with a fee not to exceed two hundred thousand dollars and zero cents (\$200,000.00), subject to all procedures outlined in the RFQ and all applicable regulations and guidelines.

Nothing in this RFQ will compel the Town to award a Contract. The Town may cancel this RFQ, may waive, to the extent allowed by law, any informalities, and may reject any and all Responses, 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 Response that fails to satisfy any of the Response Submission Requirements.

The Successful Responder shall, within ten (10) days after presentation thereof by the Town, execute a Contract in accordance with the terms of this RFQ, in the form of the attached Contract.

The Successful Responder 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.

Prior to execution of the Contract for Services, the fee for services shall be negotiated between the Town and the selected Responder to the satisfaction of the Town.

Contract award, if any, is subject to the availability of funds. Award of Contract under this solicitation shall be made thirty (30) days of completion of the interviewing process. No person or firm debarred under any provision of federal, state, or local law shall be included as a finalist.

The Successful Responder shall provide certification of insurance coverage and shall be required to indemnify and hold the Town harmless according to the indemnification responsibilities noted in the attached form of contract.

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 9. Performance Bond Requirements**

DELETED/NOT APPLICABLE.

#### **Section 10. Labor and Materials Payment Bond Requirements**

DELETED/NOT APPLICABLE.

#### **Section 11. Insurance**

The Successful Responder 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 RFQ and is incorporated herein by reference. Without limitation of other requirements of this RFQ, no Contract shall be entered into by the parties unless the Successful Responder complies with all applicable insurance requirements, including, without limitation, the requirement to submit endorsements or riders 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.

#### **Section 12. Indemnification**



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

### **Section 13. 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 Responder is prohibited on Town of Natick property which is the subject matter of this RFQ and during all hours of work under any contract with the Town awarded pursuant to this RFQ. If any officer, employee, agent, or representative of the Successful Responder violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Responder shall not be permitted to return to work under any contract with the Town awarded pursuant to this RFQ. Under such circumstances, the Successful Responder 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 awarded pursuant to this RFQ.

### **Section 14. Appendices**

1. Response 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 Responder
6. Certificate of Compliance with M.G.L. c.151B
7. Certificate of Compliance with applicable EEO/AA/SDO provisions
8. Certificate of Non-Debarment
9. Designer Selection Board Application Form
10. Contract

APPENDIX 1  
TOWN OF NATICK  
RESPONSE FORM

The undersigned hereby submits a sealed Response for planning designer services related to the design and construction of a new parking garage in Natick.

Printed Name of Responder:

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Responder certifies as follows:

- In order to be eligible for selection, each Responder shall certify in its cover letter that it meets the following minimum requirements. Any Response that fails to include such certification in its response, demonstrating that these criteria have been met, shall be rejected without further consideration.

The undersigned agrees that all specifications and Contract documents are hereto made part of any Contract executed with the Town and are binding on the Successful Responder.

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Title

\_\_\_\_\_

Date

If a Corporation:

Full Legal Name

\_\_\_\_\_

Officers of Corporation and Addresses

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State of Incorporation \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

---

---

Telephone Number. \_\_\_\_\_

Qualified in Massachusetts    Yes \_\_\_\_\_    No \_\_\_\_\_

Principal Place of Business in Massachusetts

---

---

---

Telephone Number \_\_\_\_\_

Full Legal Name of Surety Company

---

Principal Place of Business of Surety Company

---

---

Telephone Number \_\_\_\_\_

Admitted in Massachusetts    Yes \_\_\_\_\_ No \_\_\_\_\_

Place of Business in Massachusetts

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Appendix 2  
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this Response 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 Responder

\_\_\_\_\_  
Address of Responder

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
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 Responder 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 Responder

\_\_\_\_\_  
Address of Responder

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

Appendix 4  
CONFLICT OF INTEREST CERTIFICATION

The Responder hereby certifies that:

1. The Responder 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 Request for Qualifications.
2. No consultant to, or subcontractor for, the Responder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Responder, 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 Responder.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Responder has been retained or hired to solicit for or in any way assist the Responder in obtaining the Contract (pursuant to this Request for Qualifications) 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 Responder.
4. The Responder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Responder with respect to the services described in the Request for Qualifications.
5. The Responder understands that the Responder, 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.

\_\_\_\_\_  
Name of Responder

\_\_\_\_\_  
Address of Responder

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

Appendix 5  
CERTIFICATE OF CORPORATE RESPONDER

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 Responder

\_\_\_\_\_  
Address of Responder

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

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



Appendix 6  
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Responder 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.

\_\_\_\_\_  
Name of Responder

\_\_\_\_\_  
Address of Responder

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

Appendix 7

CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

The Responder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA/SDO provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

\_\_\_\_\_  
Name of Responder

\_\_\_\_\_  
Address of Responder

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

Appendix 8  
CERTIFICATE OF NON-DEBARMENT

The Responder 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 Responder shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

\_\_\_\_\_  
Name of Responder

\_\_\_\_\_  
Address of Responder

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

Appendix 9  
Designer Selection Board Application Form

(SEE ATTACHED DOCUMENT.)

Appendix 10  
Form of Contract

(SEE ATTACHED DOCUMENT.)

## Appendix 11 Development Site Description

The Proposed Development Site, located in Natick Center at 20 Middlesex Ave and 33 Summer Street, consists of five town-owned parcels encompassing 40,215 square feet (0.92 acres) on the site of the former Middlesex Avenue municipal garage. It is bounded by Middlesex Ave to the north, Summer Street to the south, the Mutual One Bank parcel on Main Street to the east, and Spring Street to the west. The location is one block from Natick's Town Common, Town Hall and The Center for the Arts in Natick (TCAN) and is near several major transportation corridors and facilities:

- One block from the MBTA's Natick Center Commuter Rail Station;
- Approximately 2 miles from State Route 9 regional highway;
- Approximately 3 miles from Exit 13 off Interstate 90 (Massachusetts Turnpike);
- Multiple local Metro-West Regional Transit Authority (MRTA) bus routes.

The site is currently used as a municipal surface parking lot for Natick Business Permit holders between 7am – 5pm.

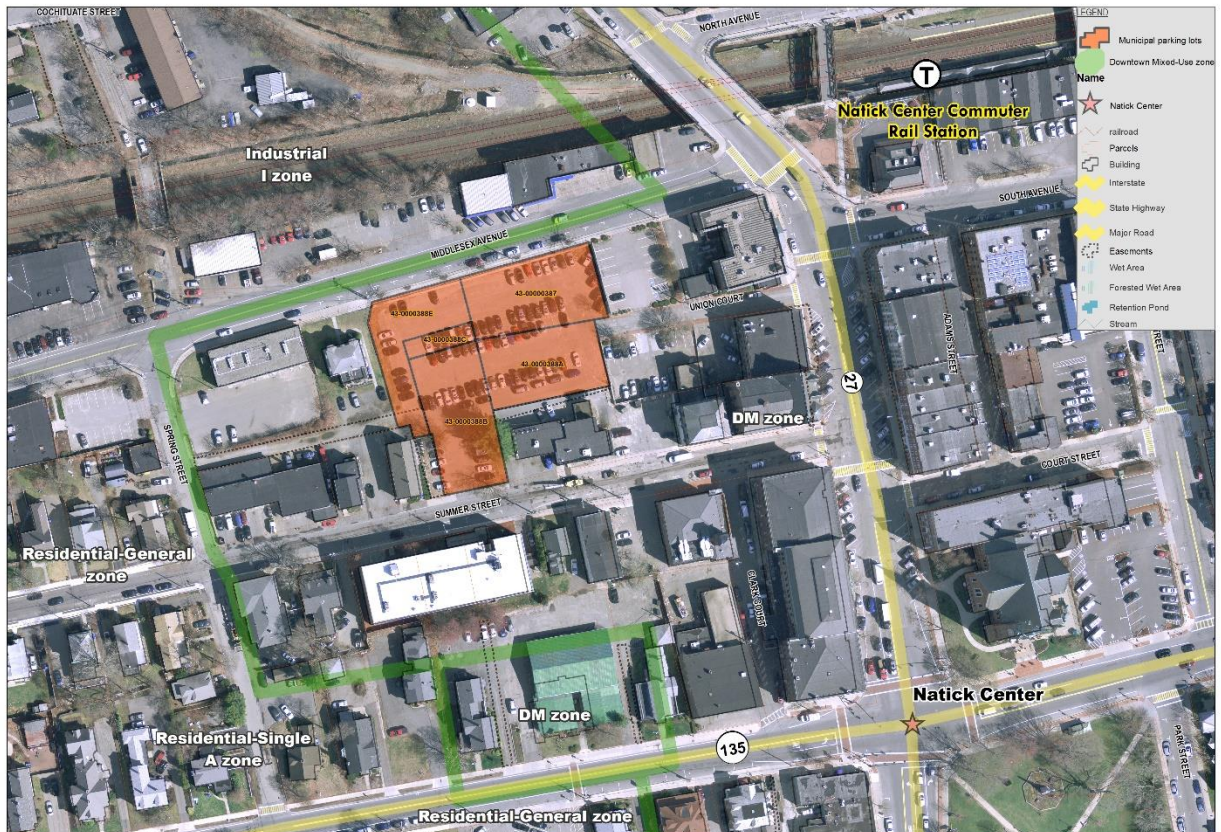


Figure 1: Natick Center Parking Garage - Proposed Site



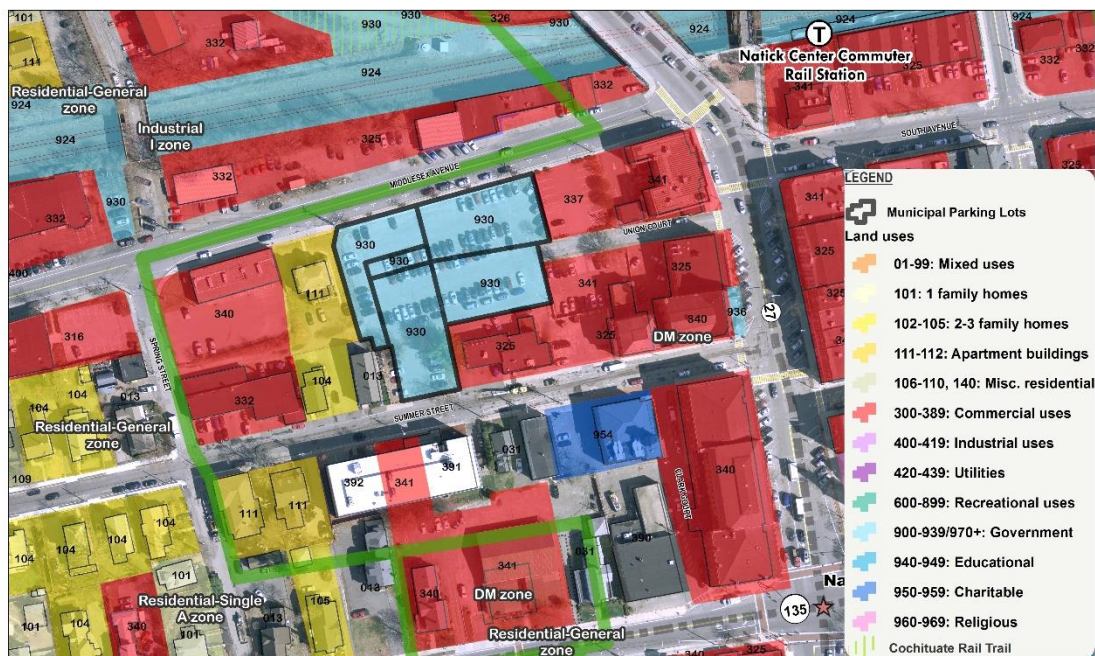
Environmental Conditions: The Study Area site is affected by some soil and groundwater contamination and is likely to require a modest amount of cleaning to meet the Massachusetts Contingency Plan for soil and groundwater remediation.

Remaining Footings: When the previous garage structure was demolished, certain footings were left in place. Historical documentation may be available illustrating the location and providing details about the footings that remain.

Site Restrictions: Study Area parcels are subject to regulation by Natick's zoning by-law, including the town's site plan review requirements, as well as all pertinent Massachusetts' environmental laws and regulations.

Zoning: The Study Area lies within Natick's Downtown Mixed Use (DM) zoning district, which covers the historic downtown central business area, and contains concentrated activities that have primarily a town-wide and regional function: large retailers, specialty stores, service business, gymnasiums, banks, offices (including shared innovation space), a growing number of restaurants, theaters (TCAN), and government facilities (Town Hall, Police/Fire headquarters). Land use is intensive which is a main driver of Natick Center's vitality. Residences are permitted in the DM zone, which encourages such intensity of use and exclude activities which have a negative effect upon the proper functioning of the downtown area.

Adjacent Uses: Figure 2 shows land uses in Natick Center around the proposed site.



## Parking Garage Study Area - Natick Center, Massachusetts

Natick Community & Economic Development Department, April 27, 2017. Map data derived from MassGIS, Natick GIS and Assessors records. Grid lines = 200 feet apart, grid cells = approx. 1 acre. 1 inch = 60 feet. The Town of Natick is not responsible for any errors or omissions in the data on this map, which is subject to change without notice.

Figure 2: Natick Center Parking Garage – Proposed Site – Land Use Map

## Appendix 12 Work Plan Description

### A. PROJECT OVERVIEW:

This project is intended to provide the Town with a clear and achievable conceptual development strategy for designing, permitting, financing, building and operating a public parking structure in Natick Center on municipal parking lots at 33 Middlesex Avenue and 20 Summer Street, and potentially abutting parcels, defined in this RFP as the Parking Garage Study Area. To establish this strategy, the Town needs a comprehensive analysis that examines:

- ‡ Parking demand in Natick Center, given the parking needs of current and future activity levels, land uses and development patterns in the downtown core and increased utilization of the Natick Center Commuter Rail station;
- ‡ The proper size, configuration and layout of a public parking structure in the Study Area (shaded orange in Figures 1 and 4) and, if necessary, neighboring lots to accommodate Natick Center's future parking needs for residents, shoppers, visitors and commuters;
- ‡ Geotechnical, topographical and hydrological conditions of the Study Area (the existing municipal surface lots on Middlesex Avenue) and, if required, adjacent westward parcels, for suitability as a location for an optimally-sized/configured parking structure of the Study Area site;
- ‡ Environmental assessment of the Study Area for presence of ground/water contamination by hazardous materials, requiring abatement or containment and restrictions on future uses;
- ‡ Traffic levels, capacities and patterns for Middlesex Avenue, Summer Street, Spring Street and North Main Street (Route 27) around the Study Area and their effect on the layout of a parking facility on the site;
- ‡ The level of utility service to the Study Area site, and whether any access upgrades are required to accommodate a public parking structure;
- ‡ Architectural character and context of the Natick Center central business district surrounding the Study Area, to generate design elements for an appropriate parking structure sensitive to surrounding buildings;
- ‡ Exploration of integrating alternative transportation modes (pedestrian accessibility, non-motorized vehicle parking/storage) into recommended design concepts. Special consideration should be given to enhancing access of users of parking structure to the Natick Center Commuter Rail Station and abutting properties;
- ‡ Analysis of optimal structural designs for a public parking structure in New England, including consideration of projected life-cycles and cost factors;



- ‡ Consideration of benefits of different functional programming options for a public parking structure in Natick Center, including combination of municipal parking uses with retail, office or cultural/entertainment uses in an optimally sized and configured public parking structure;
- ‡ Local, state and, if required, federal permits required to construct a public parking structure in the Study Area;
- ‡ Current zoning and other land use regulations to determine if a variance, Special Permit, or a zone change is required to construct a public parking structure in the Study Area;
- ‡ Conceptual design that specifies the optimal functional programming, spatial layout and physical form of a public parking structure in the Study Area, with at least two (2) design concepts showing, at a minimum, building footprint, floor plans, elevations and isometric views of said facility on the Study Area and, if necessary, adjacent parcels. Visualization tools supporting each concept may also be used to further inform the discussion and vision creation process;
- ‡ Expected costs of designing, constructing and operating each recommended design concept for a public parking structure in the Study Area, including study of various funding mechanisms including bonds, state or federal grants, subsidized loans or tax incentives;
- ‡ Community engagement consisting of at least two public meetings (one prior to development of conceptual design options and one after development of conceptual designs) as well as stakeholder interviews with local businesses, property owners, community leaders, and residents in Natick Center.

## B. PROJECT COMPONENTS:

### Phase 1: Existing Conditions Analysis

- ‡ Baseline Report: Summary of research into existing site conditions of the Study Area, addressing, at a minimum, these areas:
  - Market Analysis: Assessment of potential for mixed-use redevelopment of properties around the Study Area;
  - Development Capacity: Estimation of potential for parcels surrounding the Study Area to absorb additional mixed-use development containing retail, commercial and residential uses, as allowed under existing Downtown Mixed Use zoning. Examine extent to which existing parking supply limits build-out potential of surrounding parcels;
  - Parking Demand: Determination of current day/night parking demand and utilization in Natick Center and projected future demand/utilization levels under mixed-use development build-out of properties in the core of Natick Center. Include assessment of demand for different types of parking consumers (shoppers, visitors, commuters, workers and residents);

- **Traffic Volumes:** Calculation of existing average and peak day/night traffic volumes and vehicle crashes and intersection Levels of Service on Middlesex Avenue and Main, Spring and Summer Streets. Consider effect of public parking structure on Study Area on congestion levels on these roadways to determine optimal facility programing and layout;
- **Mobility Analysis:** Analyze pedestrian and bicycle traffic patterns in Study Area to maximize accessibility of public parking structure for pedestrians and non-motorized vehicles;
- **Site Survey:** Comprehensive examination of existing soil, geotechnical, hydrological and topographic conditions of Study Area to determine suitability of site for construction of a public parking facility;
- **Environmental Conditions:** Conduct a Phase I site assessment of Study Area, with recommendations for engineering/remediation improvements required to overcome constraints (i.e., wetlands and brownfield contamination) and prepare the site for development of a public parking structure;
- **Infrastructure Capacity:** Assess existing connections to water, sewer, storm water, power, tele-data, wireless, and other relevant utility services. Analysis of infrastructure shall also include existing reliability and location issues;

‡ **Zoning/Permitting Analysis:**

- **Zoning Study:** Examine existing provisions Downtown Mixed Use zoning in Study Area. Determine optimal method of securing permits for constructing a public parking structure on site (i.e. Special Permit application, zone change or zoning by-law revision).
- **MEPA Study:** Determine if MEPA Environmental Notification Form (ENF) is required to be filed for recommended facility, if so, initiate process;
- **Building Code Analysis:** Determine requirements to obtain a Building Permit and other permits from local or state (and, if necessary, federal) agencies to construct a public parking facility in the Study Area;

Phase 2: Stakeholder Outreach

- ‡ **Stakeholder Interviews:** Confidential interviews of selected business and property owners, residents, shoppers, commuters, elected officials, state and town staff to identify opportunities, weaknesses and solutions for constructing a public parking facility in the Study Area;
- ‡ **Public Meeting #1:** Review of existing conditions report and public visioning;
  - Summarize Baseline Conditions Report;
  - Develop a brief public vision and set of goals for a public parking facility in Study Area;
- ‡ **Public Meeting #2:** Review of conceptual design options;
  - Review alternate design concepts, explain recommended option;

- ‡ Public Meeting #3: Review of final Comprehensive Development Strategy;
  - Summarize recommendations of for developing and operation a public parking facility in the Study Area;

### Phase 3: General Development Recommendations

- ‡ Programming Recommendations: Compilation of a recommended functional program for a public parking facility in Study Area, generated from earlier phases (the Baseline Report and stakeholder interviews). This report will synthesize a vision and goals for developing and operating a public parking facility in the Study Area, addressing, but not limited to, four main topics:
  - Site: Is the Study Area sufficient for recommended program, or should town acquire five abutting parcels (44-377, 378, 379 and 44-388D & E) to Spring Street to accommodate desired facility? (see Figures 5 and 6);
  - Function: Should the facility be mono (parking structure only), or multi-use (primarily parking with other perimeter uses (retail, commercial, office, flex space);
  - Access: How should the facility design maximize connectivity to surroundings (particularly Natick Center MBTA Station and Main Street retail corridor) for non-automobile users – walkways, overpasses, people movers, bike racks, elevators, etc.
  - Sustainability: How should the facility design minimize operational costs and environmental “footprint”;
  - Finance: Should parking spaces in the facility be free or pay? What rates should be charged for pay spaces, and how should fees be paid (meters, payment machine, pay booth)? What is the optimal mix of public, permit and commuter spaces in the facility?
- ‡ Structural Format Recommendations: Generation of a recommended structural format for a public parking facility in Study Area, derived from the functional programming recommendations:
  - Facility size/capacity: Should public parking facility accommodate the town’s target of four hundred autos, or have a higher or lower capacity to meet local needs (present and future);
  - Facility shape/mass: Should the facility be square or rectangular, given recommended program? Where should egress points be located? Should building mass be uniform or variegated to blend with surrounding buildings?
  - Facility height: How many floors should the recommended parking structure contain? Can the Study Area site accommodate underground parking?
  - Spatial Organization / Layout: How should exterior/interior space in the recommended parking structure be organized to maximize functional efficiency and access for all users and operations staff?

#### Phase 4: Conceptual Site Design Study:

- ‡ Conceptual Design Study: Generation of at least two (2) comprehensive structural and site designs for a public parking structure in the Study Area, based on research / recommendations from Phases 1-3. Preliminary cost estimates and design/construction schedules are to be included.

#### Phase 5: Conceptual Development Strategy

- ‡ Comprehensive Development Strategy: Synthesis of an overall development plan for designing, permitting, financing, constructing and operating a public parking structure in the Study Area (including recommended zoning and policy changes, infrastructure investments, etc.) from Phases 1-4. This document will answer fundamental questions, including:
  - What are the vision/goals for having a public parking structure in Natick Center, given market analysis, site research, urban design studies, and input from stakeholders? What type of parking structure does the Town want in the Study Area;
  - How does Natick develop recommended type of public parking structure it wants? Does the Town need to make infrastructure (roadway, utilities, technology, etc.) or other public investments to achieve the development vision? Do local zoning and development regulations need to be revised? Can the Town take advantage of financing, tax or other fiscal incentives from state or federal level that will encourage the vision?
  - What are the expected benefits and impacts of developing and operating a public parking structure in the Study Area for Natick Center and the Town?

#### C. DELIVERABLES:

The Town of Natick seeks a work plan and an implementation/action schedule reflecting a robust research, design and public engagement effort, addressing and including the elements as outlined herein. These include, but are not limited to, the following:

##### Phase 1: Existing Conditions Analysis

- ‡ A Baseline Conditions Report providing, at a minimum, a market analysis for mixed-use redevelopment in Natick Center, a buildout and parking capacity assessment; a comprehensive site survey, a Phase I environmental site assessment, a traffic and accessibility/mobility analysis, a utility survey and a zoning/permitting analysis for the area surrounding the Study Area;
- ‡ Maps of existing site topography, hydrology (including wetlands and groundwater), soils, environmental contamination, utility infrastructure, zoning, land use, buildings and traffic volumes (on abutting streets) of the Study Area;

##### Phase 2: Stakeholder Outreach Process

- ‡ Interviews with at least eight (8) key local, regional and state stakeholders specified by Town staff;

- ‡ Facilitation of at least three (3) public input meetings, to review products from Phases 1, 4 and 5;
- ‡ Documentation and organization of input received in interviews and meetings, plus evidence of integration of input into Phases 3-5 deliverables;
- ‡ A comprehensive archive and report of all testimony and input received by stakeholders and public meeting participants;

#### Phase 3: Feasibility Assessment and General Development Recommendations

- ‡ A Feasibility Assessment report that outlines the costs and benefits of constructing a public parking garage on the project site;
- ‡ A Vision and Goals report for developing and operating a public parking facility in the Study Area, based on the findings of Phases 1 and 2, with comprehensive recommendations for programming (including Site Size, Function, Accessibility, Sustainability, Financing) and design (including Structure Size/Capacity, Shape/Massing; Height and Spatial Layout) for a public parking structure that achieves said vision/goals;

#### Phase 4: Conceptual Design Study

- ‡ Generation of least two (2) functional design concepts for a public parking structure in the Study Area embodying the vision and goals developed in Phase 3, including:
- ‡ High quality plan view drawings of the overall facility layout and all parking levels (printed on E size sheets) and at least one (1) section and one (1) elevation drawing (printed on C size sheets), plus delivery of full digital versions in Sketch Up and Adobe Acrobat format) for each concept;
- ‡ Renderings/drawings of isometric and elevation views for each concept (printed on C size sheets plus delivery of full digital versions in Sketch Up, JPEG/TIFF and Adobe Acrobat format);
- ‡ Development impact summary for each concept, outlining, at a minimum, parking capacity, development capacity impacts on surrounding parcels, traffic impact, mobility impacts for pedestrians and non-motorized vehicles;
- ‡ Cost estimate and work schedule for design and construction costs for each concept.

#### Phase 5: Feasibility Analysis and Conceptual Development Plan

- ‡ Baseline conditions analysis;
- ‡ Vision and goal statement;
- ‡ Preferred programming and design strategies;
- ‡ Conceptual design alternatives;
- ‡ Comprehensive Development Plan (including maps, tables, schedules and drawings) outlining all recommended pre-development (including any zoning, regulatory revisions or municipal investments required), design, construction and operations actions required for developing the preferred type of public parking structure in the Study Area;

- ‡ A summary outline of benefits and impacts that will be experienced by the Town and the Natick Center district from development of the recommended public parking structure following the Development 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 the Town of Natick to identify the unique needs and efforts necessary to reach a shared development vision. The work plan will describe project execution, identify key milestones, and identify timing for critical components of the effort to compile a Conceptual Development Plan that will guide future selection of a designer and contractor to construct the recommended type of public parking structure in the Study Area to fit Natick Center's needs.

#### D. ESTIMATED TIMELINE:

- |                                 |             |
|---------------------------------|-------------|
| • Issue RFQ                     | June 2017   |
| • Responses Due                 | July 2017   |
| • Interviews & Vendor Selection | August 2017 |
| • Final Report                  | April 2018  |

#### E. PROJECTED CONTRACT VALUE:

Phase 1 - 5: Not to exceed one hundred and eighty thousand dollars and zero cents (\$180,000.00).

#### F. PROJECT OVERSIGHT:

The project will be funded by the Town of Natick. Contract management will be governed by a contract for consulting services, administered by the Community and Economic Development Department.

## Appendix 13

### Maps and Diagrams

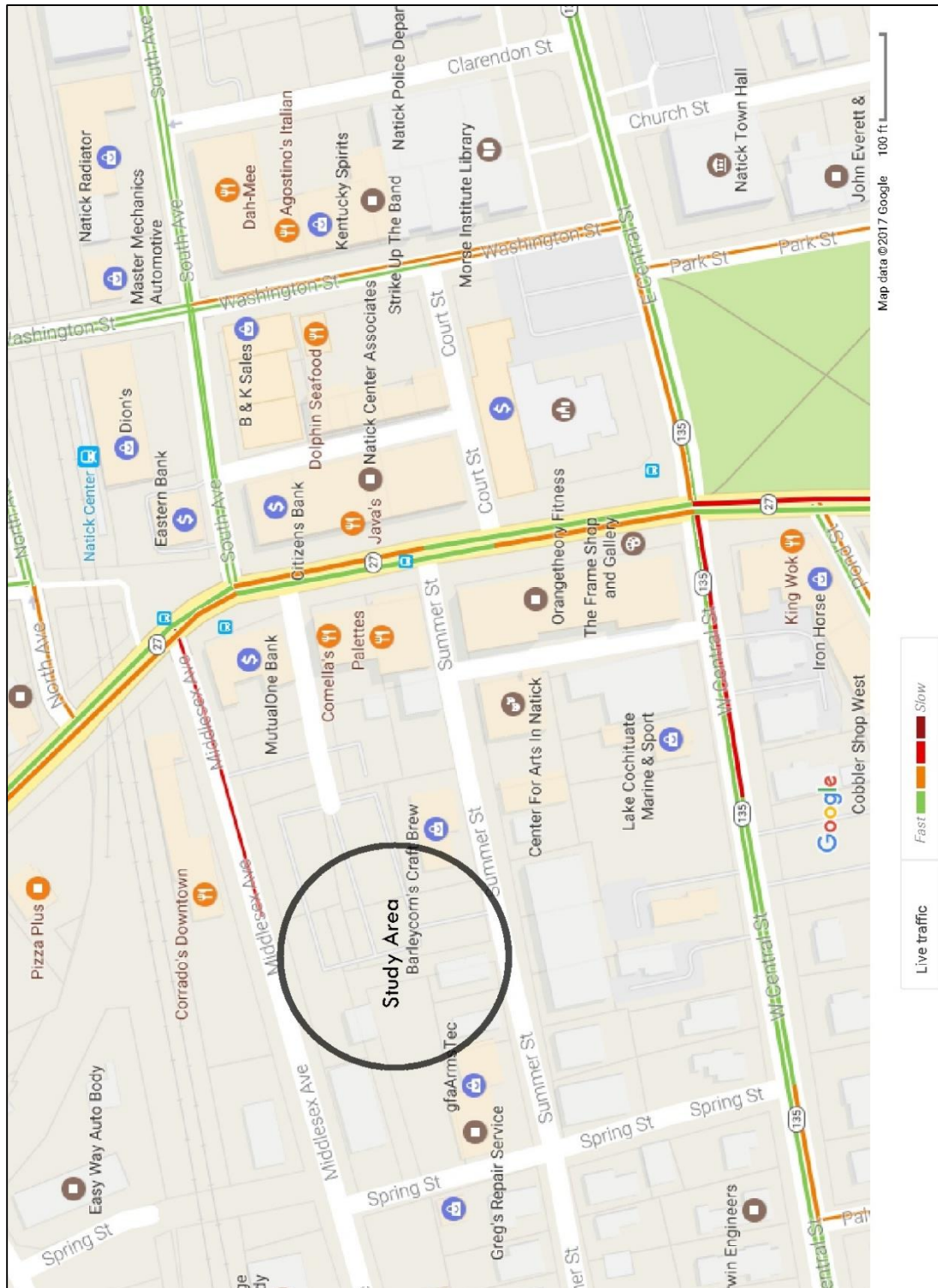


Figure 3:Natick Center Parking Garage – Proposed Site





Figure 4: Natick Center Parking Garage - Parcel Map





Figure 5: Natick Center Parking Garage - Site, looking southeast from Spring Street

|  |  |  |  |   |   |  |   |  |  |               |  |  |  |               |   |  |  |               |   |  |  |               |  |   |  |               |  |   |               |               |   |  |               |  |
|--|--|--|--|---|---|--|---|--|--|---------------|--|--|--|---------------|---|--|--|---------------|---|--|--|---------------|--|---|--|---------------|--|---|---------------|---------------|---|--|---------------|--|
| <b>Commonwealth of Massachusetts</b><br><br><b>Standard Designer Application<br/>Form for Municipalities and Public<br/>Agencies not within DSB<br/>Jurisdiction (Updated July 2016)</b>   | 1. Project Name/Location For Which Firm Is Filing:   | 2. Project #<br><br>This space for use by Awarding Authority only.       |  |   |   |  |   |  |  |               |  |  |  |               |   |  |  |               |   |  |  |               |  |   |  |               |  |   |               |               |   |  |               |  |
| 3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:  | 3. Name Of Proposed Project Manager:<br>For Study: (if applicable)<br>For Design: (if applicable)  |  |  |   |   |  |   |  |  |               |  |  |  |               |   |  |  |               |   |  |  |               |  |   |  |               |  |   |               |               |   |  |               |  |
| 3b. Date Present and Predecessor Firms Were Established:   | 3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:   |  |  |   |   |  |   |  |  |               |  |  |  |               |   |  |  |               |   |  |  |               |  |   |  |               |  |   |               |               |   |  |               |  |
| 3c. Federal ID #:  | 3g. Name and Address Of Parent Company, If Any:  |  |  |   |   |  |   |  |  |               |  |  |  |               |   |  |  |               |   |  |  |               |  |   |  |               |  |   |               |               |   |  |               |  |
| 3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required):<br><br><br>Email Address:<br><br>Telephone No:                                      Fax No.:  | 3. Check Below If Your Firm Is Either:<br>(1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/><br>(2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/><br>(3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/><br>(4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE) <input type="checkbox"/><br>(5) SDO Certified Veteran Owned Business Enterprise (VBE) <input type="checkbox"/> |  |  |   |   |  |   |  |  |               |  |  |  |               |   |  |  |               |   |  |  |               |  |   |  |               |  |   |               |               |   |  |               |  |
| 4. <b>Personnel From Prime Firm Included In Question #3a Above</b> By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):   |  |  |  |   |   |  |   |  |  |               |  |  |  |               |   |  |  |               |   |  |  |               |  |   |  |               |  |   |               |               |   |  |               |  |
| <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Admin. Personnel                      _____ (     )</td> <td style="width: 33%;">Ecologists                                      _____ (     )</td> <td style="width: 33%;">Licensed Site Profs.                      _____ (     )</td> <td style="width: 33%;">Other                                      _____ (     )</td> </tr> <tr> <td>Architects                                      _____ (     )</td> <td>Electrical Engrs.                                      _____ (     )</td> <td>Mechanical Engrs.                                      _____ (     )</td> <td>_____ (     )</td> </tr> <tr> <td>Acoustical Engrs.                                      _____ (     )</td> <td>Environmental                                      _____ (     )</td> <td>Planners: Urban./Reg.                                      _____ (     )</td> <td>_____ (     )</td> </tr> <tr> <td>Civil Engrs.                                      _____ (     )</td> <td>Fire Protection                                      _____ (     )</td> <td>Specification Writers                                      _____ (     )</td> <td>_____ (     )</td> </tr> <tr> <td>Code Specialists                                      _____ (     )</td> <td>Geotech. Engrs.                                      _____ (     )</td> <td>Structural Engrs.                                      _____ (     )</td> <td>_____ (     )</td> </tr> <tr> <td>Construction Inspectors                                      _____ (     )</td> <td>Industrial                                      _____ (     )</td> <td>Surveyors                                      _____ (     )</td> <td>_____ (     )</td> </tr> <tr> <td>Cost Estimators                                      _____ (     )</td> <td>Interior Designers                                      _____ (     )</td> <td>_____ (     )</td> <td>_____ (     )</td> </tr> <tr> <td>Drafters                                      _____ (     )</td> <td>Landscape                                      _____ (     )</td> <td>_____ (     )</td> <td>Total                                      _____ (     )</td> </tr> </table> |  |  | Admin. Personnel                      _____ (     )      | Ecologists                                      _____ (     ) | Licensed Site Profs.                      _____ (     ) | Other                                      _____ (     ) | Architects                                      _____ (     ) | Electrical Engrs.                                      _____ (     ) | Mechanical Engrs.                                      _____ (     ) | _____ (     ) | Acoustical Engrs.                                      _____ (     ) | Environmental                                      _____ (     ) | Planners: Urban./Reg.                                      _____ (     ) | _____ (     ) | Civil Engrs.                                      _____ (     ) | Fire Protection                                      _____ (     ) | Specification Writers                                      _____ (     ) | _____ (     ) | Code Specialists                                      _____ (     ) | Geotech. Engrs.                                      _____ (     ) | Structural Engrs.                                      _____ (     ) | _____ (     ) | Construction Inspectors                                      _____ (     ) | Industrial                                      _____ (     ) | Surveyors                                      _____ (     ) | _____ (     ) | Cost Estimators                                      _____ (     ) | Interior Designers                                      _____ (     ) | _____ (     ) | _____ (     ) | Drafters                                      _____ (     ) | Landscape                                      _____ (     ) | _____ (     ) | Total                                      _____ (     ) |
| Admin. Personnel                      _____ (     )  | Ecologists                                      _____ (     )  | Licensed Site Profs.                      _____ (     )                  | Other                                      _____ (     ) |   |   |  |   |  |  |               |  |  |  |               |   |  |  |               |   |  |  |               |  |   |  |               |  |   |               |               |   |  |               |  |
| Architects                                      _____ (     )  | Electrical Engrs.                                      _____ (     )   | Mechanical Engrs.                                      _____ (     )     | _____ (     )  |   |   |  |   |  |  |               |  |  |  |               |   |  |  |               |   |  |  |               |  |   |  |               |  |   |               |               |   |  |               |  |
| Acoustical Engrs.                                      _____ (     )   | Environmental                                      _____ (     )   | Planners: Urban./Reg.                                      _____ (     ) | _____ (     )  |   |   |  |   |  |  |               |  |  |  |               |   |  |  |               |   |  |  |               |  |   |  |               |  |   |               |               |   |  |               |  |
| Civil Engrs.                                      _____ (     )  | Fire Protection                                      _____ (     )   | Specification Writers                                      _____ (     ) | _____ (     )  |   |   |  |   |  |  |               |  |  |  |               |   |  |  |               |   |  |  |               |  |   |  |               |  |   |               |               |   |  |               |  |
| Code Specialists                                      _____ (     )  | Geotech. Engrs.                                      _____ (     )   | Structural Engrs.                                      _____ (     )     | _____ (     )  |   |   |  |   |  |  |               |  |  |  |               |   |  |  |               |   |  |  |               |  |   |  |               |  |   |               |               |   |  |               |  |
| Construction Inspectors                                      _____ (     )   | Industrial                                      _____ (     )  | Surveyors                                      _____ (     )             | _____ (     )  |   |   |  |   |  |  |               |  |  |  |               |   |  |  |               |   |  |  |               |  |   |  |               |  |   |               |               |   |  |               |  |
| Cost Estimators                                      _____ (     )   | Interior Designers                                      _____ (     )  | _____ (     )  | _____ (     )  |   |   |  |   |  |  |               |  |  |  |               |   |  |  |               |   |  |  |               |  |   |  |               |  |   |               |               |   |  |               |  |
| Drafters                                      _____ (     )  | Landscape                                      _____ (     )   | _____ (     )  | Total                                      _____ (     ) |   |   |  |   |  |  |               |  |  |  |               |   |  |  |               |   |  |  |               |  |   |  |               |  |   |               |               |   |  |               |  |
| 5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |  |  |   |   |  |   |  |  |               |  |  |  |               |   |  |  |               |   |  |  |               |  |   |  |               |  |   |               |               |   |  |               |  |

6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:

**CITY / TOWN / AGENCY**

**Prime Consultant**  
Principal-In-Charge

**Project Manager for Study**

**Project Manager for Design**

**Discipline**  
(from advertisement)

Name Of Firm  
Person In Charge Of Discipline  
Mass. Registr. #  
MBE/WBE Certified (If  
Applicable)

**Discipline**  
(from advertisement)

Name Of Firm  
Person In Charge Of Discipline  
Mass. Registr. #  
MBE/WBE Certified (If  
Applicable)

**Discipline**  
(from advertisement)

Name Of Firm  
Person In Charge Of Discipline  
Mass. Registr. #  
MBE/WBE Certified (If  
Applicable)

**Discipline**  
(from advertisement)

Name Of Firm  
Person In Charge Of Discipline  
Mass. Registr. #  
MBE/WBE Certified (If  
Applicable)

|  |  |
|--|--|
| 7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers</u> . Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected. |  |
| a. Name and Title Within Firm:   | a. Name and Title Within Firm:   |
| b. Project Assignment:   | b. Project Assignment:   |
| c. Name and Address Of Office In Which Individual Identified In 7a Resides:<br><div style="text-align: right;"> MBE <input type="checkbox"/><br/> WBE <input type="checkbox"/><br/> SDVOBE <input type="checkbox"/><br/> VBE <input type="checkbox"/> </div>   | c. Name and Address Of Office In Which Individual Identified In 7a Resides:<br><div style="text-align: right;"> MBE <input type="checkbox"/><br/> WBE <input type="checkbox"/><br/> SDVOBE <input type="checkbox"/><br/> VBE <input type="checkbox"/> </div> |
| d. Years Experience: With This Firm: _____ With Other Firms: _____   | d. Years Experience: With This Firm: _____ With Other Firms: _____   |
| e. Education: Degree(s) /Year/Specialization   | e. Education: Degree(s) /Year/Specialization   |
| f. Active Registration: Year First Registered/Discipline/Mass Registration Number  | f. Active Registration: Year First Registered/Discipline/Mass Registration Number  |
| g. Current Work Assignments and Availability For This Project:   | g. Current Work Assignments and Availability For This Project:   |
| h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):   | h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):   |

| 8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include <b>ONLY</b> Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects). |   |  |  |   |   |
|---|---|--|--|---|---|
| a. Project Name And Location<br>Principal-In-Charge   | b. Brief Description Of Project And<br>Services (Include Reference To<br>Relevant Experience) | c. Client's Name, Address And Phone<br>Number (Include Name Of Contact Person) | d. Completion<br>Date (Actual<br>Or Estimated) | e. Project Cost (In Thousands)                                      |   |
|   |   |  |  | Construction<br>Costs (Actual, Or<br>Estimated If Not<br>Completed) | Fee for Work for<br>Which Firm Was<br>Responsible |
| (1)   |   |  |  |   |   |
| (2)   |   |  |  |   |   |
| (3)   |   |  |  |   |   |
| (4)   |   |  |  |   |   |
| (5)   |   |  |  |   |   |

| 8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement. |  |   |  |   |  |
|---|--|---|--|---|--|
| Sub-Consultant Name:  |  |   |  |   |  |
| a. Project Name and Location<br>Principal-In-Charge   | b. Brief Description Of Project and<br>Services (Include Reference To<br>Relevant Experience | c. Client's Name, Address And Phone<br>Number. Include Name Of Contact Person | d. Completion<br>Date (Actual<br>Or Estimated) | e. Project Cost (In Thousands)                                      |  |
|   |  |   |  | Construction<br>Costs (Actual, Or<br>Estimated If Not<br>Completed) | Fee For Work For<br>Which Firm Was/Is<br>Responsible |
| (1)   |  |   |  |   |  |
| (2)   |  |   |  |   |  |
| (3)   |  |   |  |   |  |
| (4)   |  |   |  |   |  |
| (5)   |  |   |  |   |  |

| 9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth. |   |  |   |   |   |
|---|---|--|---|---|---|
| # of Total Projects:  |   | # of Active Projects:                          | Total Construction Cost (In Thousands)<br>of Active Projects (excluding studies): |   |   |
| Role<br>P, C, JV<br>*   | Phases<br>St., Sch., D.D.,<br>C.D., A.C.* | Project Name, Location and Principal-In-Charge | Awarding Authority (Include Contact Name and<br>Phone Number)                     | Construction Costs<br>(In Thousands)<br>(Actual, Or<br>Estimated If Not | Completion Date<br>(Actual or Estimated)<br>(R)Renovation or (N)New |
|   |   | 1.   |   |   |   |
|   |   | 2.   |   |   |   |
|   |   | 3.   |   |   |   |
|   |   | 4.   |   |   |   |
|   |   | 5.   |   |   |   |
|   |   | 6.   |   |   |   |
|   |   | 7.   |   |   |   |
|   |   | 8.   |   |   |   |
|   |   | 9.   |   |   |   |
|   |   | 10.  |   |   |   |
|   |   | 11.  |   |   |   |
|   |   | 12.  |   |   |   |

\* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

|                                      |   |                                   |   |                |                   |                |                   |           |                   |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |
|--------------------------------------|---|-----------------------------------|---|----------------|-------------------|----------------|-------------------|-----------|-------------------|----|--|--|--|----|--|--|--|----|--|--|--|----|--|--|--|----|--|--|--|----|--|--|--|
| 10.                                  | Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. <b><u>APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.</u></b>  |                                   |   |                |                   |                |                   |           |                   |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |
| <b>Be Specific – No Boiler Plate</b> |   |                                   |   |                |                   |                |                   |           |                   |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |
| 11.                                  | Professional Liability Insurance:<br><br><table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Name of Company</td> <td style="width: 30%;">Aggregate Amount</td> <td style="width: 30%;">Policy Number</td> <td style="width: 10%;">Expiration Date</td> </tr> </table>  | Name of Company                   | Aggregate Amount                        | Policy Number  | Expiration Date   |                |                   |           |                   |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |
| Name of Company                      | Aggregate Amount  | Policy Number                     | Expiration Date                         |                |                   |                |                   |           |                   |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |
| 12.                                  | Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer <b>YES</b> or <b>NO</b> . If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).   |                                   |   |                |                   |                |                   |           |                   |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |
| 13.                                  | Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:<br><table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 20%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>                | Name                              | Title                                   | MA Reg #       | Status/Discipline | Name           | Title             | MA Reg #  | Status/Discipline | a. |  |  |  | d. |  |  |  | b. |  |  |  | e. |  |  |  | c. |  |  |  | f. |  |  |  |
| Name                                 | Title   | MA Reg #                          | Status/Discipline                       | Name           | Title             | MA Reg #       | Status/Discipline |           |                   |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |
| a.                                   |   |                                   |   | d.             |                   |                |                   |           |                   |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |
| b.                                   |   |                                   |   | e.             |                   |                |                   |           |                   |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |
| c.                                   |   |                                   |   | f.             |                   |                |                   |           |                   |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |
| 14.                                  | If Corporation, Provide Names Of All Members Of The Board Of Directors:<br><table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 20%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>            | Name                              | Title                                   | MA Reg #       | Status/Discipline | Name           | Title             | MA Reg #  | Status/Discipline | a. |  |  |  | d. |  |  |  | b. |  |  |  | e. |  |  |  | c. |  |  |  | f. |  |  |  |
| Name                                 | Title   | MA Reg #                          | Status/Discipline                       | Name           | Title             | MA Reg #       | Status/Discipline |           |                   |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |
| a.                                   |   |                                   |   | d.             |                   |                |                   |           |                   |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |
| b.                                   |   |                                   |   | e.             |                   |                |                   |           |                   |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |
| c.                                   |   |                                   |   | f.             |                   |                |                   |           |                   |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |
| 15.                                  | Names Of All Owners (Stocks Or Other Ownership):<br><table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Name And Title</td> <td style="width: 15%;">% Ownership</td> <td style="width: 15%;">MA. Reg.#</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 20%;">Name And Title</td> <td style="width: 15%;">% Ownership</td> <td style="width: 15%;">MA. Reg.#</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table> | Name And Title                    | % Ownership                             | MA. Reg.#      | Status/Discipline | Name And Title | % Ownership       | MA. Reg.# | Status/Discipline | a. |  |  |  | d. |  |  |  | b. |  |  |  | e. |  |  |  | c. |  |  |  | f. |  |  |  |
| Name And Title                       | % Ownership   | MA. Reg.#                         | Status/Discipline                       | Name And Title | % Ownership       | MA. Reg.#      | Status/Discipline |           |                   |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |
| a.                                   |   |                                   |   | d.             |                   |                |                   |           |                   |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |
| b.                                   |   |                                   |   | e.             |                   |                |                   |           |                   |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |
| c.                                   |   |                                   |   | f.             |                   |                |                   |           |                   |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |
| 16.                                  | I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.<br><br><table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Submitted by<br/>(Signature) _____</td> <td style="width: 50%;">Printed Name and Title _____ Date _____</td> </tr> </table>      | Submitted by<br>(Signature) _____ | Printed Name and Title _____ Date _____ |                |                   |                |                   |           |                   |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |
| Submitted by<br>(Signature) _____    | Printed Name and Title _____ Date _____   |                                   |   |                |                   |                |                   |           |                   |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |    |  |  |  |



**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROVISION OF PLANNING DESIGNER SERVICES**  
**FOR THE DESIGN AND CONSTRUCTION OF**  
**A PARKING GARAGE IN THE TOWN OF NATICK**

This Contract is made as of 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"), and \_\_\_\_\_, a \_\_\_\_\_ organized under the laws of \_\_\_\_\_, 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

In consideration of the obligations herein contained, the Contractor shall provide Planning Designer Services for the design and construction of a new parking garage in the Town of Natick, as set forth in the Request for Qualifications for Planning Designer Services Related to the Design and Construction of a New Parking Garage in the Town of Natick ("RFQ"), 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 exercise due care and diligence in the rendering of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the date set forth in the first line of the first paragraph above and shall extend until the General Contractor has achieved final completion of the Project.

4. Incorporation of the RFQ/Order of Priority of Contract Documents

The provisions of the RFQ and the Contractor's Response 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:

Highest Priority:      Amendments to Contract (if any)

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROVISION OF PLANNING DESIGNER SERVICES**  
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|                  |                             |
|------------------|-----------------------------|
| Second Priority: | Contract                    |
| Third Priority:  | Addenda to the RFQ (if any) |
| Fourth Priority: | RFQ                         |
| Fifth Priority:  | Contractor's Response.      |

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the fixed sum of \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$\_\_\_\_\_).

This Contract is a fixed price/fixed rate contract and therefore miscellaneous expenditures associated with the Contractor's work 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 all services rendered.

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 RFQ, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services, with no mark-up, 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, 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

**Town of Natick, Massachusetts**  
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hereof by the Contractor.

6. Warranty

DELETED – NOT APPLICABLE.

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, 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.
- 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. Professional Liability Insurance, \$1,000,000 each occurrence/\$2,000,000 aggregate limit. If written on a claims-made basis, each such policy shall remain in effect for at least six (6) years following the termination of this

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROVISION OF PLANNING DESIGNER SERVICES**  
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Contract.

- e. 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.
- f. The Town 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.
- g. 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.”
- h. 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 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.
- i. The Contractor shall also be required to provide to the Town 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 is named as an additional insured on each such policy.
- j. 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.
- k. 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.

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROVISION OF PLANNING DESIGNER SERVICES**  
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9. Indemnification

The Contractor shall compensate the Town 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 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, nor its officers, employees, boards, committees, commissions, 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.

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 conditions of the RFQ 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

DELETED – NOT APPLICABLE.

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROVISION OF PLANNING DESIGNER SERVICES**  
**FOR THE DESIGN AND CONSTRUCTION OF**  
**A PARKING GARAGE IN THE TOWN OF NATICK**

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status/Key Personnel

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

The Contractor's key personnel assigned to this project and their project roles are as stated in the Response submitted by the Contractor attached hereto.

There shall be no change to these personnel assignments without the prior written consent of the Town, which consent shall not be unreasonably withheld. In the event substitution of personnel is requested by the Contractor or the Town, written notice of such request shall be timely provided in writing to the other party. The Town shall have authority to reject any proposed replacement personnel if it reasonably and timely deems such proposed replacement to be unsatisfactory.

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 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 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 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.

**Town of Natick, Massachusetts**  
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17. Criminal Background Screening

For each employee of the Contractor who is rendering 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 performance.

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

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROVISION OF PLANNING DESIGNER SERVICES**  
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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 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 performance 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, each notice 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 a copy to: John P. Flynn, Esq.  
Murphy, Hesse, Toomey & Lehane, LLP  
300 Crown Colony Drive, Suite 410  
Quincy, MA 02169



**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROVISION OF PLANNING DESIGNER SERVICES**  
**FOR THE DESIGN AND CONSTRUCTION OF**  
**A PARKING GARAGE IN THE TOWN OF NATICK**

If to the Contractor:

21. License

The Town shall have unlimited rights, for the benefit of the Town, in all drawings, designs, specifications, notes and other work developed in the performance of this Contract, including the right to use same on any other project of the Town, without additional cost to the Town; and with respect thereto, the Contractor agrees and hereby grants to the Town an irrevocable royalty-free and nonexclusive license to all such data, which he may cover by copyright, and to all designs as to which he may assert any rights or establish any claim under any patent or copyright laws. The Contractor shall obtain similar irrevocable royalty-free nonexclusive licenses from the Contractor's consultants consistent with this Contract.

22. Certifications

The Contractor hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for or in connection with, the award of this Contract.

The Contractor hereby certifies that no consultant to or subcontractor for the Contractor has given, offered or agreed to give any gift, contribution or offer of employment to the Contractor, 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 Contractor.

The Contractor hereby certifies that no person, corporation or other entity, other than a bona fide full time employee of the Contractor, has been retained or hired by the Contractor to solicit for or in any way assist the Contractor in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract to the Contractor.

The Contractor hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty of the Massachusetts General Laws and that the Contractor has filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R.

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The Contractor is hereby prohibited from receiving any extra payments for work for basic services that should have reasonably been anticipated by the Contractor.

The Contractor shall maintain all books, records and accounts related to the Project in compliance with the following:

1. The Contractor shall make, and keep for at least six (6) years after final payment, books, records and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.
2. Until the expiration of six (6) years after final payment, the Owner, the Office of the Inspector General and the Commissioner of Capital Asset Management and Maintenance shall have the right to examine any books, documents, papers or records of the Contractor and of its subcontractors and consultants that directly pertain to, and involve transactions relating to the Project and to the Contractor or its consultants in relation to the Project.
3. The Contractor shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Owner, including in the Contractor's description the date of the change and reasons therefor, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes.
4. The Contractor has filed a statement of management on internal accounting controls prior to the execution of this Contract.
5. The Contractor has filed prior to the execution of this Contract and will continue to file annually, an audited financial statement for the most recent completed fiscal year.
6. The Contractor shall file with the Owner a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:
  - (a) Transactions are executed in accordance with the management's general and specific authorization;
  - (b) Transactions are recorded as necessary (i) to permit preparation of financial statements in conformity with generally accepted accounting principles, and (ii) to maintain accountability for assets;
  - (c) Access to assets is permitted only in accordance with management's general or specific authorization; and

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(d) The recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any difference.

7. The Contractor shall also file annually with the Owner a statement prepared and signed by an independent certified public accountant, stating that such accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:
  - (a) whether the representations of management are consistent with the result of management's evaluation of the system of internal accounting controls; and
  - (b) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the Contractor's financial statements.
8. During the term, the Contractor shall annually file with the Commissioner of Capital Asset Management and Maintenance and the Owner of this Contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the Owner upon request.
9. Records and statements required to be made, kept or filed in compliance with the provisions of this Contract shall not be public records, as defined in section seven of chapter four of the Massachusetts General Laws.

23. 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.

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- 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 performance 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 performance 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 Response 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

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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 Response 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 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 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.

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When executed, this Contract supersedes any prior agreement between 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.

**Town of Natick, Massachusetts**  
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The Town of Natick, Massachusetts

\_\_\_\_\_  
(Printed Name of Contractor)

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.

\_\_\_\_\_  
Arti P. Mehta  
Comptroller, Town of Natick

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
John P. Flynn, Esq.

Dated: \_\_\_\_\_

**Town of Natick, Massachusetts**  
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CERTIFICATE OF VOTE

I, \_\_\_\_\_, hereby certify  
(Clerk/Secretary)

that I am the duly qualified and acting \_\_\_\_\_ of  
\_\_\_\_\_  
(Corporation Name) (Title)

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.)



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**ITEM TITLE:** James Everett, Chair, Fire Chief Screening Committee  
**ITEM SUMMARY:** a. Authorization to Release Fire Chief Consulting Services RFP  
b. Discussion Regarding Fire Chief Vacancy Advertisement

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**ITEM TITLE:** Natick Affordable Housing Trust: Authorize HOME Funding for 4 Cottage Street

**ITEM SUMMARY:**

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**ATTACHMENTS:**

| <b>Description</b>                          | <b>Upload Date</b> | <b>Type</b> |
|---|--------------------|-------------|
| Memo-R. Johnson & S. Salamoff               | 6/21/2017          | Cover Memo  |
| 4 Cottage St HOME Funding Agreement         | 6/22/2017          | Cover Memo  |
| 4 Cottage St Promissory Note                | 6/22/2017          | Cover Memo  |
| 4 Cottage St Affordable Housing Restriction | 6/22/2017          | Cover Memo  |

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**INTEROFFICE MEMORANDUM**

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**TO:** BOARD OF SELECTMEN

**FROM:** RANDY JOHNSON, CHAIR, NATICK AFFORDABLE HOUSING TRUST  
SUSAN SALAMOFF, SELECTMAN REPRESENTATIVE, NATICK AFFORDABLE HOUSING TRUST

**CC:** TED FIELDS, TOWN OF NATICK SENIOR PLANNER

**SUBJECT:** USE OF WESTMETRO HOME CONSORTIUM FUNDS / COOLIDGE HOUSE CONGREGATE DWELLING

**DATE:** 6/21/2017

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Natick is a member of the WestMetro HOME Consortium (the Consortium), which provides the Town federal HOME Investment Partnership funds (HOME funds) for developing and preserving affordable housing. The Natick Affordable Housing Trust (Trust) reviews and makes recommendations to the Board of Selectmen (BOS) for the proposed use of HOME funds in Natick.

In 2015 the Trust recommended that the BOS approve a loan of \$166,350 in HOME funds to the Natick Housing Authority (NHA) to help convert the historic Coolidge House from an un-rentable, vacant congregate dwelling with eighteen (18) Single Room Occupancy (SRO) units into ten (10) 1-bedroom apartment units, with individual kitchens and bathrooms. The BOS approved this loan on June 22, 2015.

Since that approval, prolonged repairs to the Coolidge House's elevator system delayed construction procurement. Bids were eventually sought in 2016 and were significantly higher than anticipated, requiring the NHA to request more funds from the Town (+\$250,000 HOME funds) and the Massachusetts Department of Housing and Community Development (DHCD) (+ \$510,902 public housing funds).

The revised Coolidge House development plan will require a total of \$416,350 in HOME funds, encompassing the original HOME allocation of \$166,350 plus an additional \$250,000 in unexpended 2016 HOME funds from Natick's FY16 funds (\$31,518) and the Consortium's "Development Pool" (\$218,482). This increase was approved by the Trust and the Consortium in August of 2016. The NHA received the additional \$510,902 requested from DHCD, due to the contribution of HOME funds by Natick, and is adding \$375,000 from its own reserves to cover the funding shortfall. The total amount of \$416,350 in HOME funds will be committed to the NHA through a legal agreement with appropriate staging of the project and completion of evaluations through the course of the project.

Development of this project will effectively increase the Town's housing stock by ten (10) affordable apartments that will be leased and managed by the NHA (since the existing SRO congregate units have been un-leasable and vacant for years). Natick residents in need of this housing receive preference. The proposed work is to be conducted over the next 8 to 12 months. Site work will also be completed to ensure full compliance with state and federal access codes. The NHA has effectively used HOME funds in the past; most recently to successfully rehabilitate two long-vacant units in a property on Plain Street for occupancy by families with modest means.

Based upon its review of the proposals, in context with the Consortium's requirements, the Trust recommends that the BOS authorize the use of HOME funds as follows:

- Up to \$416,350.00 to be committed to the rehabilitation of the Coolidge House;

Please let us know any questions that you may have. Thank you for your consideration.

**Coolidge House, Natick Housing Authority**  
**RISK Assessment and Underwriting Review**  
**June 2017**

**Performed by:** Liz Valenta, City of Newton, HOME Administrator  
**Funding Summary:** This updated underwriting review is to support the Amendment to the HOME Project Funding Agreement to increase project HOME funds by \$250,000.

HOME Funding:

|                     |   |
|---------------------|---|
| \$166,350.00        | HM15-11E Natick HOME Funds (Original Allocation - 6/2015) |
| \$218,482.00        | HM16-15A HOME Consortium Consolidated Pool (9/2016)       |
| <u>\$ 31,518.00</u> | <u>HM16-11B Natick HOME Project Funds (9/2016)</u>        |
| <b>\$416,350.00</b> | <b>Total HOME Funds</b>                                   |

Other funding:

|                    |   |
|--------------------|---|
| \$ 638,645         | DHCD Re-occupancy Award (Original Allocation) |
| \$ 510,902         | DHCD Re-occupancy Award (9/2016)              |
| \$ 75,000          | NHA Formula Funding                           |
| \$ 300,000         | NHA Reserves                                  |
| <u>\$ 843,800</u>  | <u>Building Equity</u>                        |
| <b>\$2,368,347</b> | <b>Total Other Funding</b>                    |

**Total: \$ 2,784,697**

**HOME Affordability:** HOME funding greater than \$40,000 per unit requires 15 Year Affordability Period.  
 5 - One-Bedroom HOME Assisted Units – Designated as FLOATING

| # of HA Units | Affordability Level / Income Restriction      | Current Rent Limit inclusive of utilities (effective 4/2016) |
|---------------|---|--|
| 1             | Very Low Income - <50% of AMI (Low HOME Unit) | \$932.00   |
| 4             | Low Income - 60% of AMI (High HOME Units)     | \$1,255.00   |

**HOME Per-Unit Subsidy and Apportionment Test:**

|            |              |             |    |
|------------|--------------|-------------|----|
| TDC        | \$ 2,784,697 | Total Units | 10 |
| HOME Funds | \$ 416,350   | HOME Units  | 5  |

|              |      |               |       |
|--------------|------|---------------|-------|
| % HOME funds | 15 % | % of HA Units | 50.0% |
|--------------|------|---------------|-------|

|  |              |
|--|--------------|
| HOME Funds per unit                          | \$83,270.00  |
| Current HUD per unit subsidy limits for 1 BR | \$160,615.00 |

\* % HOME Funds must be less than % HA Units

**Recommendations:** Based on the above calculations the project continues to remain below the maximum per-unit HOME subsidy limit and meets the required HOME proportionality rule with the share of total HOME funds being less than the percentage of HOME assisted units. Based on these findings and the findings in the original Risk Assessment and Underwriting Review for the project, the Consortium will continue to support this project and recommend increased HOME funds.

**THE NATICK AFFORDABLE HOUSING TRUST FUND  
HOME FUNDING AGREEMENT**

*This Funding Agreement supersedes the earlier version executed on June 22, 2015*

**TOTAL LOAN AMOUNT: \$416,350.00**

This AGREEMENT made as of May 31, 2017, by and between the Town of Natick (the "TOWN") acting by and through the Natick Board of Selectmen, Natick Town Hall, 13 East Central Street, Natick, MA 01760, and the Natick Housing Authority established pursuant to MGL. C. 121B with an address of 4 Cottage Street, Natick, MA 01760 (hereinafter the "BORROWER", or the "HOUSING AUTHORITY").

**WITNESSETH THAT:**

**WHEREAS** the TOWN is currently authorized, under the provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act of 1991, as amended, to distribute HOME program funds in accordance with the terms of the HOME Program Mutual Cooperation Agreement by and between the municipalities of the WestMetro HOME Consortium ("CONSORTIUM"), and the TOWN, dated June 26, 2013, executed pursuant to the Cranston-Gonzalez National Affordable Housing Act of 1991; and

**WHEREAS** the TOWN has approved a loan of HOME funds to the HOUSING AUTHORITY of Four Hundred Sixteen Thousand Three Hundred and Fifty and 00/100 Dollars (\$416,350.00) in HOME Program funds to preserve and develop affordable housing for income-eligible households in Natick; and

**WHEREAS** the City of Newton is the representative member of the WestMetro HOME Consortium ("REPRESENTATIVE MEMBER");

**WHEREAS** the HOUSING AUTHORITY is the owner of the property known as the Coolidge House ("Property") and is a duly qualified corporation; a statutorily created Housing Authority; and

**WHEREAS** the TOWN is authorized to loan the HOUSING AUTHORITY Four Hundred Sixteen Thousand Three Hundred and Fifty and 00/100 Dollars (\$416,350.00) in HOME Program funds in accordance with all standards, rules and regulations of the HOME Program as administered by the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, these funds may only be used to reimburse HOUSING AUTHORITY for rehabilitation work and associated design and administrative costs ("SOFT COSTS") described in Attachment B Project Description (the "PROJECT"); and

**WHEREAS** the HOUSING AUTHORITY has represented that it has the administrative capacity to carry out the project in a manner that will fully comply with all HOME program regulations and requirements; and

**WHEREAS** the HOUSING AUTHORITY agrees to lease **five (5) 1BR units** (hereinafter the "HOME Units") to very low income households whose annual income does not exceed 50% of the area median income, for the Boston-Cambridge-Quincy Metropolitan Statistical Area (MSA), adjusted for family size. The HOME units shall be **floating** and shall have a **HOME affordability period of fifteen (15) years**.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as stated within the General Provisions set forth herein and Attachments A through J, attached hereto and incorporated herein by reference, as follows:

## **GENERAL PROVISIONS**

**1. FEDERAL REGULATIONS.** The provisions of **24 CFR Part 92**, HOME Investment Partnerships Program ("HOME PROGRAM REGULATIONS"), and all future amendments and revisions to the same are hereby incorporated into and made a part of this Agreement. The HOUSING AUTHORITY shall at all times comply with said HOME Program regulations, and shall comply with other related federal, state and local statutes and regulations, Executive Orders, OMB Circulars, and all future revisions and amendments to the same. The HOUSING AUTHORITY shall become familiar with all of the foregoing requirements as applicable and shall ensure that the project complies in all respects.

**2. LOW AND VERY LOW INCOME BENEFIT.** The HOUSING AUTHORITY shall comply with HOME Program regulation **24 CFR 92.252** concerning occupancy requirements for low and moderate income housing described in Attachment B. The HOUSING AUTHORITY shall assume all responsibility for maintaining the tenant records necessary to document the meeting of these conditions through the duration of this agreement and shall present data for the TOWN's inspection at the intervals

that the TOWN and the applicable HOME regulations require.

**3. ENVIRONMENTAL REVIEW.** The release of funds for all HOME-assisted projects and activities is subject to environmental review as set forth in HOME Program regulation **24 CFR 92.352**. The TOWN shall not commit HOME funds prior to compliance with the provisions of HOME Program regulation **92.352** and the statutes and regulations cited therein. The HOUSING AUTHORITY will cooperate with and assist the TOWN in preparing all environmental documentation, including, but not limited to the Statutory Checklist with complete compliance documentation.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of Newton, of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the participating jurisdiction determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

- a.) **No Choice-Limiting Actions.** The Borrower is prohibited from undertaking or committing any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance. Violation of this provision may result in the denial of any funds under the Agreement.

**4. PROJECT FUNDS.** The TOWN hereby agrees to provide the HOUSING AUTHORITY with HOME Program funds as stated within **Attachment A, Loan Amount and Terms** attached hereto and made a part hereof, subject to compliance by the HOUSING AUTHORITY with all terms and conditions as set forth within this Agreement and subject to the TOWN's receipt of its allocation of HOME funds.

- a) **Expenditures and Loan Project Budget.** The HOUSING AUTHORITY shall limit expenditures to eligible costs in accordance with HOME Program regulation **24 CFR 92.206** and as authorized in Attachment A pertaining to the Project. Said expenditures shall meet the eligibility standards set by HUD, in its various regulations concerning the operation of the HOME Programs and shall meet the principles and standards of cost allowability as set forth within **2 CFR Part 200**, "Uniform

Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards". The HOUSING AUTHORITY shall also comply with standards for the financial record keeping and management systems applicable as described in **Attachment E, Processing and Release of Project Funds**.

- b) **Reversion of Assets.** In accordance with HOME Program regulations at **24 CFR 92.503**, once the second phase of the Project is completed, the HOUSING AUTHORITY must return any HOME Program funds on hand, and, if applicable, any accounts receivable attributable to the use of HOME Program funds to the TOWN.

**5. HOME PROJECT.** The HOUSING AUTHORITY shall perform and carry out the development of the Project described in **Attachment B, Project Description**, in a satisfactory manner as determined reasonably by the TOWN. GRANTEE shall comply with the requirements of the HOME Program regulations applicable to the project including, but not limited to: maximum per unit subsidy stated in HOME Program regulation **24 CFR 92.250** as amended; eligibility requirements **24 CFR 92.205-215** as applicable; income targeting requirements in regulations **24 CFR 92.216**, all applicable Section F Project Requirements as stated in regulations **24 CFR 92.250-258**. Should the HOUSING AUTHORITY go out of existence, become incapable of running the program, or be merged with some other organization during the term of this loan, the TOWN will require the HOUSING AUTHORITY to designate, subject to approval by the TOWN, and Consortium, another credible organization to take over the supervision of the Property and see that it continues in use for the purpose stated in Attachment B.

**6. LEAD-BASED PAINT.** The HOUSING AUTHORITY shall remain solely responsible for ensuring that this project at all times complies with applicable requirements of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821, et seq.; Lead-Based Paint Regulations 24 CFR Part 35, and all future revisions and amendments to the same. The HOUSING AUTHORITY shall also ensure that this project complies with such Lead-Based Paint regulations as may be adopted pursuant to HOME Program regulation 24 CFR 92.355, and with the requirements of the Massachusetts Lead Paint Statute, M.G.L. c. 111, ss 190-199A, and all future revisions and amendments to the same.

**7. ASBESTOS REMOVAL.** The HOUSING AUTHORITY shall comply with all state and local regulations related to asbestos removal.



**8. PROJECT MANAGEMENT.** The HOUSING AUTHORITY shall perform all procedures and tasks necessary to develop, design, implement, and monitor the specified Project. Delays in implementation may lead to termination and recapture of HOME Program funds as provided in

**Paragraph 9, Termination.** The HOUSING AUTHORITY agrees to fully comply with applicable requirements as referenced in **2 CFR Part 200, Subpart D.** The TOWN procurement officer or its designee shall review each HOME funded procurement and all proposed contracts of the HOUSING AUTHORITY, the organization, its agents, representatives and employees or designees. Said contracts shall be maintained in the HOUSING AUTHORITY 'S files for review. HOME Program regulation **24 CFR 92.354** prohibits the use of debarred firms and requires certain certifications for covered sub-recipient transactions consistent with **24 CFR Part 200 Appendix B.** No funds may be released for contracts which have not been procured in accordance with these requirements.

**9. DURATION.** This Agreement shall be effective as of the date first written above, and shall continue until terminated as stated herein. Project activities shall be undertaken and completed as specified by said **Attachment C** in an expeditious manner so as to ensure completion consistent with the purposes of this Agreement and with HOME Program regulations. **Paragraphs 4 b), 9, 10 and 12** shall each survive the termination of this Agreement.

**10. PERFORMANCE STANDARDS.** The HOUSING AUTHORITY shall be considered to have met the Performance Standards of this Funding Agreement if the Town is satisfied that the HOUSING AUTHORITY is:

- a) completing the project as described in Attachment B in a timely manner in compliance with the schedule as outlined and in no event later than the project completion deadline as further specified in Attachment C;
- b) complying with all applicable local codes, state and federal laws, including but not limited to, rehabilitation standards, building codes and zoning ordinances; and
- c) complying with all relevant state and federal regulations relating to the HOME Program, including without limitation the requirements of the HUD Section 8 Housing Quality Standards, set forth in HUD regulations at 24 CFR 982.401 and all other property standards as defined in HOME Program regulation 24 CFR 92.251, and the terms of this contract.

- i. If the Town determines that the HOUSING AUTHORITY is complying with the above, then upon written request from the HOUSING AUTHORITY the Town will request reimbursement from the Consortium to reimburse the HOUSING AUTHORITY for specified project expenses according to Attachment B, Processing and Release of Project Funds.
- ii. If the Town determines that the HOUSING AUTHORITY fails to meet the terms of this Funding Agreement, the Town will withhold HOME funds until the failure is remedied and/or require the HOUSING AUTHORITY to return all previously disbursed HOME funds.

## **11. TERMINATION.**

- a) **For cause.** Provided that the HOUSING AUTHORITY is provided a reasonable opportunity to cure, as provided in Paragraph 10(b) herein, and so fails to cure, the TOWN shall have the right to terminate this Agreement if for any reason the HOUSING AUTHORITY:
  - i) Fails to fulfill in a timely manner the activities related to the Project described in this Agreement, in accordance with the HOME Program regulations and the schedule outlined in **Attachment C**; or
  - ii) Causes or allows HOME Program funds to be expended in violation of HOME Program regulations, as applicable; or
  - iii) Violates any provision of this Agreement and fails to cure the same as provided in **Paragraph 10(b)**; or
  - iv) Refuses to accept conditions/directives administered by the TOWN as imposed by HUD.
- b) **Notice.** The TOWN may exercise the right to terminate this Agreement by written notice to the HOUSING AUTHORITY. In such case, the TOWN shall issue the notice of termination not less than 15 days prior to the effective date of such termination as stated in the notice starting with the date that the notice is issued. The notice shall be delivered to the HOUSING AUTHORITY by hand or by certified mail, returned receipt requested. In the event this Agreement is terminated for cause, **Paragraph 12, Repayment of Project Funds and Penalties** shall apply.
- c) **Cancellation.** In the event the Project is cancelled for any reason as provided in Paragraph 9 (a),

the HOUSING AUTHORITY agrees to repay to the CONSORTIUM HOME Investment Trust account all HOME Program funds released to the HOUSING AUTHORITY within such time period specified by HUD or such reasonable time period as specified by the TOWN and consistent with **Paragraph 12, Repayment of Project Funds and Penalties.**

## **12. REPAYMENT OF PROJECT FUNDS AND PENALTIES.**

- a) **General.** In the event the HOUSING AUTHORITY, its agents, successors, or designees, fails to meet any HOME Program regulation or provision of this Funding Agreement, and such failure continues after the opportunity to cure as stated in **Paragraph (b)** of this provision, then the HOUSING AUTHORITY shall repay to the TOWN and CONSORTIUM all project funds disbursed to the HOUSING AUTHORITY pursuant to this Agreement as determined by the TOWN and CONSORTIUM. The HOUSING AUTHORITY shall also comply with **Paragraph 4(b), Reversion of Assets**, above.
- b) **Opportunity to Cure.** In the event of a violation of any of the provisions of this Agreement, the TOWN shall provide written notice of such violations to the HOUSING AUTHORITY. The notice shall describe the violation and the remedial steps to be taken by the HOUSING AUTHORITY and shall establish a reasonable deadline for full compliance. As long as the HOUSING AUTHORITY is diligently pursuing a cure in the TOWN's estimation, the HOUSING AUTHORITY shall not be found in default. In the event that the HOUSING AUTHORITY fails to diligently pursue a cure in the TOWN's estimation, the TOWN shall have the right to require repayment of all HOME Program funds disbursed to the HOUSING AUTHORITY pursuant to this Agreement as specified in **Paragraph 10(a)** herein.
- c) **Legal Recourse.** In the event the HOUSING AUTHORITY fails to cure a violation of any of the provisions of this Agreement, of a HOME Program regulation or any other applicable regulation, and/or fails to cooperate with the TOWN in any matter pertaining to repayment, the TOWN reserves the right to take such steps as necessary in order to protect its ability to fulfill its obligations to HUD, including but not limited to legal action.
- d) **Consortium Municipalities and TOWN to be Held Harmless.** The HOUSING AUTHORITY shall hold harmless and defend the TOWN, the CONSORTIUM and its Members from and against all claims for repayment of HOME Program funds disbursed to the HOUSING AUTHORITY pursuant

to this Agreement, provided that such repayment is attributable to

- i) the failure of the HOUSING AUTHORITY, its agents, subsidiaries or designees to comply with applicable HUD regulations or
- ii) any or the provisions of its Agreement or
- iii) any other act or omission of the HOUSING AUTHORITY, its agents, subsidiaries or designees.

In the event that HUD assesses penalties against the TOWN or CONSORTIUM on account of the HOUSING AUTHORITY 's use of HOME Program funds pursuant to this Agreement, the HOUSING AUTHORITY shall be required to reimburse the TOWN or CONSORTIUM in full for the amount of the penalties assessed. The HOUSING AUTHORITY 's liability shall be limited to the amount of funds disbursed pursuant to this Agreement together with any penalties assessed by HUD or the TOWN on account of the HOUSING AUTHORITY s use of HOME Program funds disbursed and any costs incurred by the TOWN in recovering sums owed pursuant to this paragraph, including but not limited to attorneys' fees.

- e) **Penalties.** In the event that HUD assesses penalties against the TOWN on account of the HOUSING AUTHORITY 's use of HOME Program funds pursuant to this Agreement, the HOUSING AUTHORITY shall be required to reimburse the TOWN in full for the amount of the penalties assessed and paid.

### **13. AUDIT AND MONITORING.**

- a) **Single Audit.** The HOUSING AUTHORITY shall comply with 2 CFR Part 200, Subpart F, including completion of a single audit if the HOUSING AUTHORITY expends federal funds in excess of \$750,000. The HOUSING AUTHORITY shall be responsible for the cost of all audits performed on its records and operations pursuant to this section, and the HOUSING AUTHORITY shall not use HOME Program funds for any portion of the cost of such audits.
- b) **Monitoring.** At any time during normal business hours and as often as the TOWN, CONSORTIUM, HUD, and/or the Comptroller General of the United States may deem necessary, the HOUSING AUTHORITY shall make available all such records and documents as requested by said parties for audit and/or monitoring. The TOWN, CONSORTIUM, HUD, and/or the

Comptroller General may examine and make copies from such records and may audit all contracts, procurement records, invoices, materials, payrolls, personnel records, conditions of employment, and all documents relating to all matters covered by this Agreement.

- c) **HUD Performance Reviews and Monitoring.** The HOUSING AUTHORITY understands that HUD may conduct performance reviews and monitoring of the TOWN and CONSORTIUM as provided in HOME Program regulations 24 CFR 92.504 in order to examine compliance with eligibility requirements and any other applicable requirement of the HOME Program. The HOUSING AUTHORITY agrees to cooperate with HUD, the TOWN and the CONSORTIUM in such reviews and monitoring and to undertake remedial action as may be required pursuant to HOME Program regulation 24 CFR 92.551, **Corrective and Remedial Actions.**
- d) **Post-Completion Requirements.** Upon completion of the Project, the Grantee shall perform all applicable short and long-term special requirements including: compliance with the terms of the Affordable Housing Restriction, compliance with HOME Program regulations 24 CFR 92.252 and 92.504(c)(2), compliance with the WestMetro HOME Consortium Property Standards Policy dated 1/8/2015, and HOME Program regulations 24 CFR 92.251(b) and 92.504(d) and the cost effective energy conservation and effectiveness standards set forth in 24 CFR Part 39.
- i. **Project Completion Date.** Completion of the Project activities (hereinafter "Project Completion"), is defined as the date in which all necessary title transfer requirements and construction work have been performed; the project complies with the requirements of the HOME Program regulations (including the property standards under 24 CFR 92.251); the final drawdown has been disbursed for the Project; and the Project Completion information has been entered in the integrated disbursement and information system established by HUD by the Consortium Administrator.
  - ii. **Monitoring by the TOWN or its Designee.** For the duration of the HOME affordability period, the TOWN, its designee, or the CONSORTIUM will perform periodic monitoring of the Project. Monitoring of the Project will include, but not be limited to, annual review of compliance with income requirements as outlined in **Attachment B, Project Description** and review of compliance with the requirements of the Mortgage, Promissory Note and Affordable Housing Restriction implemented for this Project. The HOUSING AUTHORITY shall assume all responsibility for maintaining the tenant records necessary to document the

meeting of these conditions through the duration of this agreement and shall present data for the TOWN's inspection at the intervals that the TOWN and the applicable HOME regulations require.

**14. INDEMNIFICATION.** The HOUSING AUTHORITY shall indemnify, hold harmless and defend the TOWN, its agents or employees, including, without limitation, the officers and members of the Natick Affordable Housing Trust, and the CONSORTIUM and its Members, their agents or employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from the use of HOME Program funds disbursed pursuant to this Agreement, provided that any such claim, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and (2) is caused in whole or in part by any negligent act or omission of the HOUSING AUTHORITY, anyone directly or indirectly employed by HOUSING AUTHORITY, or anyone for whose acts the HOUSING AUTHORITY maybe liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

**15. CONFLICT OF INTEREST.**

- a) In accordance with HOME Program regulation **24 CFR 92.356**, the procurement of property and services by the TOWN and the HOUSING AUTHORITY is governed by the conflict of interest provisions stated in **24 CFR Part 84** and **2 CFR Part 200**. The HOUSING AUTHORITY shall comply with all applicable federal and state conflict of interest rules pursuant to this Agreement.
- b) No persons described in Paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME Program funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefits from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- c) The conflict of interest provisions of Paragraph (b) of this section shall apply to the following persons: any person who is an employee, agent, consultant, officer, elected or

appointed official of the TOWN, including, without limitation, the officers and members of the Natick Affordable Housing Trust, or of the HOUSING AUTHORITY.

- d) Any exceptions to the conflict of interest provisions stated or cited herein must be approved by HUD in accordance with HOME Program regulation **24 CFR 92.356**. The HOUSING AUTHORITY shall advise the TOWN in writing as to any such exceptions granted by HUD.

**16. EQUAL OPPORTUNITY.** The HOUSING AUTHORITY shall comply with all applicable federal and state laws governing discrimination and equal opportunity. In particular, the HOUSING AUTHORITY shall ensure compliance with HOME Program regulation **24 CFR 92.350 (a)** and the following statutes and executive orders pertaining to Equal Opportunity: Fair Housing Act; Executive Order 11063 (Equal Opportunity in Housing); Civil Rights Act of 1964, Title VI (Nondiscrimination in Federally Assisted Programs); Age Discrimination Act of 1975; Rehabilitation Act of 1973, Section 504; Executive Order 11246 (Equal Employment Opportunity); Housing and Urban Development Act of 1968, Section 3; Exec. Orders 11625 and 12432 (Minority Business Enterprise); and Executive Order 12138 (Women's Business Enterprise).

**17. FAIR HOUSING.**

- a) **General.** The HOUSING AUTHORITY shall affirmatively further fair housing consistent with the TOWN's Fair Housing Plan and HOME Program regulation **24 CFR 92.351**.
- b) **Affirmative Marketing.** The HOUSING AUTHORITY shall continue to implement its affirmative marketing procedures for the Property consistent with the requirements of the CONSORTIUM's Affirmative Marketing Plan.

**18. RECORDS.** The HOUSING AUTHORITY shall maintain all applicable records for its project(s) consistent with HOME Program regulations **24 CFR 92.508** Recordkeeping. In addition, upon reasonable prior notice by the TOWN, HOUSING AUTHORITY shall make available copies of all such records as may be requested by the TOWN for administration purposes.

**19. REPORTS.** The HOUSING AUTHORITY shall cooperate with the TOWN in providing all data and information specific to its project in such formats and time frame as required by the TOWN and

HUD. The HOUSING AUTHORITY shall submit all data required for the Project Completion Report, as detailed in Attachment C, paragraph 3, to the TOWN within 30 days of project completion.

**20. ASSIGNABILITY.** The HOUSING AUTHORITY shall not assign any interest in this Agreement and shall not transfer any interest in the same. Notwithstanding the foregoing, the HOUSING AUTHORITY shall have the right to assign this Agreement and all other documents evidencing the loan of the HOME Program funds (collectively, the "HOME Documents") to a single purpose limited liability company if and when a construction loan for the Project is closed. Such assignment is subject to the approval of the TOWN and CONSORTIUM; which approval shall not be unreasonably withheld. Upon the assumption of such limited liability company of all of the HOUSING AUTHORITY's duties and obligations under the HOME Documents, the HOUSING AUTHORITY shall be released from any further liability under the HOME Documents.

**21. OBLIGATIONS.** The TOWN shall not be obligated to grant any funds to the HOUSING AUTHORITY unless and until the same are received by the TOWN from the CONSORTIUM. No TOWN funds are obligated under the terms of this Agreement, only such funds as are received from the WestMetro HOME Consortium. The TRUST may be obligated to the HOUSING AUTHORITY only to the extent that funds are actually released from the WestMetro Home Consortium. The TOWN shall be obligated per the terms of the Mutual Cooperation Agreement to return to the CONSORTIUM's local HOME Trust Funds, any funds recaptured from the HOUSING AUTHORITY under the provisions of this Agreement, including but not limited to the provisions of Sections 3 and 9 above.

**22. NOTICES.** All notices, reports, and submissions must be sent by mail to the following addresses:

Borrower:      Natick Housing Authority  
                     4 Cottage Street  
                     Natick, MA 01760  
                     Attn: Executive Director

Town:             Community Development Department  
                     13 East Central Street  
                     Natick, MA 01760  
                     Attn: Director

Representative Member:



WestMetro HOME Consortium Administrator  
c/o Newton Planning and Development Department  
Newton City Hall  
1000 Commonwealth Avenue  
Newton, MA 02459

**23. LIENS.** The HOUSING AUTHORITY represents that any property benefiting through installation or construction of improvements as part of the Project is free from any attachments, tax liens, mechanics liens or any other encumbrances other than mortgages agreed to by the TOWN.

**24. DISPLACEMENT AND RELOCATION.** In accordance with HOME Program regulation **24 CFR 92.353**, Displacement, Relocation and Acquisition, the HOUSING AUTHORITY shall assure that all reasonable steps to minimize the displacement of persons as a result of this Project have been taken. If displacement cannot be avoided, the TOWN shall work with the HOUSING AUTHORITY to ensure compliance with **24 CFR 92.353**, including preparation and maintenance of all necessary displacement and relocation plans and documentation.

**25. LABOR STANDARDS.** The HOUSING AUTHORITY shall comply with and/or ensure compliance with all applicable state and federal labor laws and regulations, including but not limited to the **Davis/Bacon Act, 40 U.S.C. 276a-5 et seq.** as applicable pursuant to the HOME Program regulation **24 CFR 92.354**. Compliance with said regulation shall include, but shall not be limited to maintaining all required documentation and implementing all labor compliance procedures such as: screening contractors for debarment, on-site labor interviews, pre-construction meeting and instructions, etc. The HOUSING AUTHORITY shall require certification as to compliance with the provisions of this paragraph as required by the TOWN pursuant to HOME Program regulation **24 CFR 92.354**. The Davis/Bacon Act applies to HOME funded rehabilitation projects of twelve (12) or more HOME assisted units.

**26. CHANGES.** In the event that changes in the Project become necessary, including but not limited to changes in funding, scope, or duration, the HOUSING AUTHORITY shall request the change in writing. If the TOWN agrees to such changes, they must be approved in writing by the TOWN and incorporated into this Agreement as amendments.

**27. FAITH-BASED ORGANIZATIONS.**

- a) The HOUSING AUTHORITY shall not, in operating the Project, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- b) HOME Program funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. They may be used for these purposes only to the extent that those structures are used for conducting eligible activities under **24 CFR 92.257**. Where a structure is used for both eligible and inherently religious activities, HOME funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to the Project. HOME Program funds may not be used for improvements to sanctuaries, chapels, or other rooms that are used as a principal place of worship.

**28. NON-RECOURSE.** Notwithstanding any other provisions in this Agreement, the liability of the HOUSING AUTHORITY to pay the principal of and any interest on the debt evidenced by this Agreement shall be limited to the real property mortgaged to secure this Agreement and to the rents, profits and income therefrom. The TOWN shall not seek any judgment for a deficiency against the HOUSING AUTHORITY or any manager of the HOUSING AUTHORITY or its successors or assigns in any action to enforce any right or remedy under this Agreement or under any instrument given in connection herewith nor shall the TOWN seek any judgment on this Agreement except as may be necessary in any action brought under the mortgage securing this Agreement to enforce the lien against the real property subject to such mortgage. Paragraph 26 shall not apply to the Consortium.

**29. OTHER PROVISIONS/ATTACHMENTS.** All other provisions are set forth within the following attachments which are hereby incorporated into this Agreement:

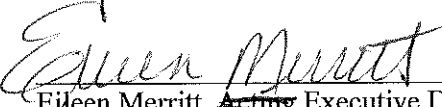
Attachment A, Loan Amount and Terms  
Attachment B, Project Description  
Attachment C, Project Schedule  
Attachment D, Project Scope and Budget  
Attachment E, Processing and Release of Project Funds  
Attachment F, Insurance  
Attachment G, State Tax Attestation  
Attachment H, Certificate of Vote and Certificate of HOUSING AUTHORITY  
Attachment I, Section 3 Requirements  
Attachment J, FFATA Report

[Remainder of Page Left Intentionally Blank]

## SIGNATORIES

IN WITNESS WHEREOF the parties hereto have made this Agreement in triplicate as of the day first written above effective upon the date executed by the Town

### NATICK HOUSING AUTHORITY

  
Eileen Merritt, ~~Acting~~ Executive Director  
Natick Housing Authority

5/31/2017  
Date

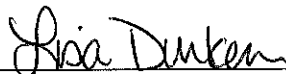
### TOWN OF NATICK

The Town of Natick Massachusetts by Its Board of Selectmen:

\_\_\_\_\_  
Jonathan Freedman, Chairman, Board of Selectman

\_\_\_\_\_  
Date

Approved as to Availability of Appropriation:

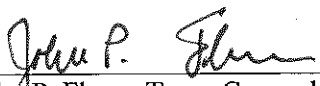
  
\_\_\_\_\_  
Virginia Cahill, Comptroller Lisa Durken, Assistant  
Comptroller

6/1/17  
Date

Source of funds: WestMetro HOME Consortium: \$416,350.00

Sources to be provided

Approved as to Form

  
\_\_\_\_\_  
John P. Flynn, Town Counsel

JUNE 7, 2017  
Date

**HOME FUNDING AGREEMENT**  
**ATTACHMENT A, LOAN AMOUNT AND TERMS**

1. **LOAN.** In accordance with **24 CFR 92.205**, The TOWN agrees to provide HOME Program funds to the HOUSING AUTHORITY in the amount of Four Hundred Sixteen Thousand Three Hundred and Fifty and 00/100 Dollars (\$416,350.00) in HOME Program funds for the Project described in Attachment B, Project Description, said amount to be subject to the terms of this Funding Agreement and attachments thereto.
2. **LOAN TERMS.**
  - a) Interest Rate. The interest rate on this loan shall be zero percent.
  - b) Term. Fifteen years (15) from Completion Date as defined in Paragraph 13. d) i. of the this Funding Agreement
  - c) Deferral and forgiveness. All principal shall be forgiven and no interest shall accrue, or be due or payable at the end of the term provided that the provisions of this Loan Agreement, Note, Mortgage and Affordable Housing Restriction, all of even or near date herewith, have been continuously satisfied as of the Maturity Date and provided that the Affordable Units are occupied by income eligible tenants in accordance with the rules and regulations of the Affordable Housing Restriction , the HOUSING AUTHORITY , the provisions of paragraph 1 of 9 the Loan Funding Agreement and any additional penalties provided for in the Loan Documents shall apply.
  - d) Security. The loan shall be secured by a Mortgage on the Property, a Note, and an Affordable Housing Restriction.

Upon request of the HOUSING AUTHORITY and if the requirements of Paragraph 2c) above have been met, the TOWN shall provide written notice that the requirements have been satisfied.

## HOME FUNDING AGREEMENT

### ATTACHMENT B, PROJECT DESCRIPTION

1. **PROJECT DESCRIPTION.** The Loan provided under this Agreement shall assist in the project in accordance with the scope and budget detailed in Attachment D. The proposed project consists of the rehabilitation and reconfiguration of the property to convert the existing (18) Single Room Occupancy (SRO) units into ten (10) 1BR units. The HOUSING AUTHORITY shall agree to **lease five (5) 1BR units (hereinafter the “HOME Units”)** to very low income households whose annual income does not exceed 50% of the area median income, for the Boston-Cambridge-Quincy Metropolitan Statistical Area (MSA), adjusted for family size. The HOME units shall be floating and shall have a federal HOME affordability period of fifteen (15) years.
2. **LOCATION.** The Coolidge House housing project is located at 72 South Main Street, Natick, Middlesex County, Massachusetts. For the HOUSING AUTHORITY 's title see Deed dated August 24, 1987 and recorded with Middlesex South District Registry of Deeds in Book 18525, Page 398.
3. **QUALIFICATION AS AFFORDABLE HOUSING.** HOME Program funds provided under this Agreement will be for the Project described in paragraph 1 above, and must meet the occupancy and affordability requirements set forth in HOME Program regulation **24 CFR 92.252**. The HOME-assisted units will comply with the income and affordable rent requirements as defined below.
  - a) **HOME Assisted units and Income Targeting.** The **five (5) HOME units** must meet the occupancy and affordability requirements set forth in the HOME Program regulation 24 CFR 92.252. Five (5) one-bedroom units shall be designated as Low HOME units and must be occupied by households with incomes that do not exceed 50% of the current area median income for the Boston Metropolitan Statistical Area or other statistical area designated by HUD, adjusted for family size for the duration of the HOME affordability period . The HOME units shall be floating and must comply with the “next available unit” rule;
  - b) **Current Household Income Limits.** The household income levels shall not exceed limits

published by HUD and current at the time of initial marketing. The actual income limits are determined by HUD and published annually in the Federal Register. Current HOME Household income Limits, effective April 13, 2016 are as follows:

| <u>Family Size</u> | <u>50% of AMI</u> | <u>60% of AMI</u> | <u>80% of AMI</u> |
|--------------------|-------------------|-------------------|-------------------|
| 1 person           | \$34,350          | \$41,400          | \$51,150          |
| 2 persons          | \$39,250          | \$47,280          | \$58,450          |
| 3 “ “              | \$44,150          | \$53,220          | \$65,750          |
| 4 “ “              | \$49,050          | \$59,100          | \$73,050          |
| 5 “ “              | \$53,000          | \$63,840          | \$78,900          |
| 6 “ “              | \$56,900          | \$68,580          | \$84,750          |
| 7 “ “              | \$60,850          | \$73,320          | \$90,600          |
| 8 “ “              | \$64,750          | \$78,060          | \$96,450          |

*Source: U.S. Department of HUD, “Home Income Limits State MA 2016.pdf”, 6/22/2016*

- c) **Over-Income Rule.** It is acknowledged and understood that tenants occupying HOME-assisted units whose income met the Low HOME income limits at the time of initial occupancy but whose income later exceeds HOME guidelines may stay in their dwellings, provided rents charged are in compliance with the “Over-Income Rule” terms in the Affordable Housing Restriction.
- d) **Rent Limit.** Rents will be set at a level that meets all of the requirements under the HOME program regulation 24 CFR Section **92.252**. The rents, inclusive of utility allowance, will not exceed the maximum HOME rent limits as determined by HUD and as allowable and in accordance with the Affordable Housing Restriction. Current Maximum HOME Program Rent Limits (effective May 1, 2017):

High HOME Rent

1 Bedroom      \$1,255.00

Low HOME Rent

1 Bedroom      \$932.00

- e) **MAXIMUM PER UNIT SUBSIDY AMOUNT:** The most current subsidy levels to be used in this project shall be calculated by the time the TOWN approves the final development pro forma but in any event not later than the date the TOWN requests set-up in IDIS. The proposed HOME funded subsidy levels shall not exceed limits published by HUD and current at the time of set-up in IDIS. Use of HOME funds together with other Federal funds shall comply with HOME Program regulation **92.250(b)** and the Consortium guidelines prohibiting excessive layering of Federal funds. At present the HUD limits are:

| Unit size | HUD limits            | proposed project     |
|-----------|-----------------------|----------------------|
| 1 BR      | \$160,615.00 per unit | \$83,270.00 per unit |

4. **PROJECT SCHEDULE.** HOUSING AUTHORITY shall endeavor to complete the Project described in this attachment by the following target dates as described in **Attachment C, Project Schedule.**



## HOME FUNDING AGREEMENT

### ATTACHMENT C, PROJECT SCHEDULE

1. **EFFECTIVE DATE.** This Agreement, made as of the date first written above (General Provisions, page 1) is binding upon the parties as of the date this Agreement was executed by the Town of Natick.

2. **PROJECT SCHEDULE.** The HOUSING AUTHORITY shall endeavor to complete the HOME project described in **Attachment B, Project Description** by the following target dates:

|   |                  |
|---|------------------|
| Formulation of scope, specifications, procurement | January 30, 2017 |
|---|------------------|

|   |                |
|---|----------------|
| Procurement of bids, evaluation, contract award | March 15, 2017 |
|---|----------------|

|                    |            |
|--------------------|------------|
| Agreement executed | April 2017 |
|--------------------|------------|

|                        |          |
|------------------------|----------|
| Project implementation | May 2017 |
|------------------------|----------|

|                              |            |
|------------------------------|------------|
| Project completion reporting | March 2018 |
|------------------------------|------------|

a) Notwithstanding the above, and in accordance with the Consolidated and Further Continuing Appropriations Act of 2012 (P.L. 112-55), the Project must have completed all necessary construction work and receive a Certificate of Occupancy or other local certification indicating that construction has been completed and the Project is ready for occupancy no later than four years from the Effective Date of this Agreement. If the Project is not completed within this timeframe, the Project will be considered “involuntary terminated before completion” and the Borrower shall repay to HUD all HOME funds invested in the Project.

3. **PROJECT COMPLETION REPORT.** Upon completion of the Project, HOUSING AUTHORITY shall notify the TOWN that the Project is complete and submit a Project Completion Report documenting that the development tasks outlined below in the projected development budget have been completed:

- That the municipal Building Inspector has signed the final building permit evidencing completion of the work and has issued a Certificate of Occupancy for the HOME assisted unit(s); or the Town has completed a property inspection report for all the HOME assisted Units (HQS or as currently required by HOME program regulations 24 CFR 92.251); and
- Occupancy data for the HOME assisted units, including: family size; family income; Hispanic (yes or no); Race. Household type (Single, non-elderly; Elderly; Single parent; Two parents; or Other); and
- That the Town of Natick has verified that all work is complete and all HOME assisted units are fully occupied and the Town has verified the incomes of all households occupying HOME Assisted Units; and
- Section 3 Utilization Report; and
- Evidence of recordation of HOME-required Affordable Housing Restriction.

# HOME FUNDING AGREEMENT

## ATTACHMENT D, PROJECT SCOPE AND BUDGET

1. Description of work: The Loan provided under this Agreement will assist in the rehabilitation of the Property. The project consists of the comprehensive rehabilitation and reconfiguration of a vacant state-subsidized housing AUTHORITY building in order to convert (18) Single Room Occupancy (SRO) units to ten (10) 1BR units in the Property known as the "Coolidge House" located at 72 South Main Street, Natick, Middlesex County, Massachusetts. The Property is owned and operated by HOUSING AUTHORITY. The project budget and detailed scope of work to complete the project are attached:

### Wm. Coolidge House, Natick, MA

February 21, 2017

10 Units

| Sources                                       |                    | Per Unit         |
|---|--------------------|------------------|
| Equity in building                            | \$843,800          | \$84,380         |
| Consortium HOME                               | \$166,350          | \$16,635         |
| Existing DHCD Special Re-Occupancy Initiative | \$638,645          | \$63,865         |
| Add'l. HOME funds                             | \$250,000          | \$25,000         |
| Add'l. DHCD Special Re-Occupancy Award        | \$510,902          | \$51,090         |
| NHA Formula Funding                           | \$75,000           | \$7,500          |
| NHA 689 Reserves                              | \$300,000          | \$30,000         |
| <b>Total Sources</b>                          | <b>\$2,784,697</b> | <b>\$278,470</b> |
| Uses  |                    |                  |
| Acquisition                                   | \$843,800          | \$84,380         |
| Hard Costs*                                   | \$1,715,000        | \$171,500        |
| Contingency                                   | \$103,342          | \$10,334         |
| Architect                                     | \$54,955           | \$5,496          |
| Bidding/Advertising                           | \$7,600            | \$760            |
| Legal/Accounting                              | \$                 | \$               |
| Clerk of the Works                            | \$60,000           | \$6,000          |
| <b>Total Uses</b>                             | <b>\$2,784,697</b> | <b>\$278,470</b> |

### ASSUMPTIONS

| Vacancy Rate    | 0%             | Units Maximum |
|-----------------|----------------|---------------|
| Rents           |                | High HOME**   |
| 1 BR High HOME: | \$1,255        | \$            |
| 1 BR Low HOME:  | \$923          | \$            |
| Laundry Income  | \$313 annually |               |

| UNIT MIX | High HOME | Low HOME | NHA | Total |
|----------|-----------|----------|-----|-------|
| 1BR      | 0         | 5        | 5   | 10    |

### Operating Proforma

|                                 |                 |
|---------------------------------|-----------------|
| Gross Rental Income             | \$36,000        |
| Plus Laundry                    | \$313           |
| <b>Net Total Income</b>         | <b>\$36,313</b> |
| Management Fee                  | \$5,000         |
| Insurance                       | \$950           |
| Trash Removal                   | \$478           |
| Exterminating                   | \$840           |
| Repairs                         | \$5,000         |
| Elevator Maintenance            | \$3,281         |
| Water/Sewer                     | \$3,064         |
| Replacement Reserve             | \$              |
| <b>Total Operating Expenses</b> | <b>\$18,613</b> |
| <b>Net Operating Expenses</b>   | <b>\$18,613</b> |
| <b>Net Operating Income</b>     | <b>\$17,700</b> |
| Debt Service                    | \$0             |
| <b>Surplus or (Loss)</b>        | <b>\$0</b>      |

Natick portion: \$416,350.00 - Total Project Budget: \$2,784,697

## **HOME FUNDING AGREEMENT**

### **ATTACHMENT E, PROCESSING AND RELEASE OF PROJECT FUNDS**

- 1. METHOD OF PAYMENT.** If HOME funds are to be used for predevelopment costs incurred within 24 months prior to commitment of HOME funds in accordance with 92.206(d)(1), the Grantee shall may submit a requisition for up to ninety-five percent (95%) of the HOME Program funds as specified in Attachment A and the balance of the loan amount after project completion, consistent with the disbursement procedure set forth in paragraph 3 below.
- 2. DESCRIPTION OF WORK.** The HOUSING AUTHORITY agrees to use the funds to assist with the rehabilitation and associated soft costs directly related to the Project as identified in Attachment D, Project Scope and Budget.
- 3. DISBURSEMENT PROCEDURE.**

  - a) Invoice. The HOUSING AUTHORITY shall prepare an invoice on its letterhead with the following information: invoice number, date, name of project, contract number, type and amount of expenditure, and authorized signature. For projects involving construction, the detailed application for payment, broken down by applicable cost categories/trades area, shall be prepared and signed by the HOUSING AUTHORITY and architect and verified by the HOUSING AUTHORITY or its designee. The HOUSING AUTHORITY shall approve the invoice and forward the invoice to the TOWN.
  - b) Requisition for HOME funds. After review and approval of the HOUSING AUTHORITY's invoice, the Town will prepare a requisition for HOME funds, using standard procedures and shall submit the requisition to the Consortium for processing and payment. Incomplete requisitions or requisitions not in full conformance with HOME Program regulations will be returned to the HOUSING AUTHORITY. After review and approval, the Consortium will process the requisition for payment to the account of the HOUSING AUTHORITY.

- d) **Retainage Requirement.** The Town shall retain 5% of the total HOME Program funds associated with reimbursement for construction costs until such work is complete and passes a final inspection by the Town or its designee determining compliance with the terms of this Agreement and all applicable federal, state, and local building regulations. The Property will be available for inspection at any time. The TOWN will be copied on requisitions and inspection reports as they are provided. The Town and the Consortium reserves the right to hold release of the final project payment pending satisfaction of all terms of this Agreement, including but not limited to the Final Completion Report as detailed in Attachment C, paragraph 3.

#### **4. FINANCIAL RECORDKEEPING REQUIREMENTS.**

- a) **General.** HOUSING AUTHORITY must have financial management systems conforming to **2 CFR 200** Subpart D - Post Award Requirements.
- b) **Financial records.** HOUSING AUTHORITY shall at minimum have a cash receipts register and cash disbursements register for HOME Program funds. All HOME Program funds and transactions must be clearly identifiable. Copies of checks issued with HOME Program funds must be forwarded to the TOWN as requested. Subsidiary records shall be maintained for each contract signed and shall, at minimum, include contract price, dates and amounts of payments and running balance.
- c) **Documentation.**
  - i. **General.** All HOME transactions must be supported by appropriate source documentation. This includes, but is not limited to: contracts, invoices, countersigned payrolls, etc., evidencing the nature and propriety of each obligation and payment, and showing the approval of HOUSING AUTHORITY .
  - ii. **Supplemental information.** HOUSING AUTHORITY agrees to provide such financial reports and additional source documentation and to comply with such reasonable additional financial control procedures as may be required by the Town.

- iii. Construction. Contractor invoices must be accompanied by an itemized Application for Payment, prepared and signed by the contractor and architect, verified and countersigned by the Grantee and verified by the Town or its designee. If a pay item is funded both by HOME funds and other funds, the portion of each respective sources shall be broken out and identified.

## HOME FUNDING AGREEMENT

### ATTACHMENT F, INSURANCE

**1. GENERAL.** The HOUSING AUTHORITY, and contractors and subcontractors engaged by the Grantee, its agents, or designees to perform HOME Program-assisted projects shall, at all times, be required to maintain insurance coverage consistent with the character of the project. Each certificate of insurance as required herein shall name the City the Representative Member and the Consortium as additional named insured parties. Each policy and certificate shall provide for at least twenty (20) days notice of cancellation or termination to the City the Representative Member and the Consortium. Certificates shall be provided to the City the Representative Member and the Consortium by the HOUSING AUTHORITY at the time of execution of this Agreement and thereafter immediately upon demand. All renewal certificates shall be delivered to the City the Representative Member and the Consortium at least thirty (30) days before expiration of the existing policy.

The following coverage will be required at the minimum amounts indicated below:

|  |                                  |
|--|----------------------------------|
| <b>WORKMENS' COMPENSATION</b>          | <b>Statutory coverage</b>        |
| <b>EMPLOYERS LIABILITY</b>             | <b>\$100,000 Coverage B</b>      |
| <b>COMPREHENSIVE GENERAL LIABILITY</b> | <b>\$500,000 each occurrence</b> |
| <b>BODILY INJURY</b>                   | <b>\$1,000,000 aggregate</b>     |
| <b>PROPERTY DAMAGE</b>                 | <b>\$500,000 each occurrence</b> |
| <b>AGGREGATE</b>                       | <b>\$1,000,000 aggregate</b>     |

**NOTE:** The Comprehensive General Liability policy must include coverage for:

- \* Independent contractor's liability
- \* Products and completed operations liability for a period not less than one year following completion of the contract.
- \* Broad form property damage liability
- \* X (Explosives), C (Collapse), and U (Underground) hazards liability, if applicable

\* Personal injury liability for all coverage

\* Contractual liability

**2. PROFESSIONAL LIABILITY.** The Grantee shall ensure that all engineers and architects engaged by the Grantee in any and all aspects relative to the project identified in **Attachment A** shall carry the following minimum amounts of insurance:

|                        |                             |
|------------------------|-----------------------------|
| PROFESSIONAL LIABILITY | \$1,000,000 each occurrence |
| (Errors/Omissions)     | \$1,000,000 aggregate       |

**3. PROPERTY INSURANCE.**

- a) **Rehabilitation Phase.** No later than 15 days prior to commencement of any rehabilitation and thereafter until construction is completed, Grantee shall provide evidence of Builder's Risk insurance covering the Property. Said insurance will be in such amounts as deemed reasonable and prudent in accordance with standard construction practices and consistent with this Attachment, subject to the approval of the City, which approval shall not be unreasonably withheld.
- b) [Reserved]
- c) **Hazard Insurance.** Grantee shall keep the property continuously insured against damages resulting from hazards by maintaining an adequate extended coverage policy. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following loss to the Property, any proceeds payable to Grantee are hereby assigned and shall be paid to the City for application to the sums secured by the subject Mortgage and Note, with any excess to be paid to Grantee.
- d) [Reserved]
- e) **Restoration or Repair of Property.** In the event of fire, hazard or other similar occurrence resulting in the partial or total loss of the Property, Grantee shall restore the property unless Grantee and the City determine that it is impossible or impractical to do so.



**HOME LOAN AGREEMENT**  
**ATTACHMENT G, STATE TAX ATTESTATION**

*LEGISLATION ENACTED BY THE COMMONWEALTH OF MASSACHUSETTS, EFFECTIVE JULY 1, 1983 REQUIRES THAT THE ATTESTATION BELOW BE SIGNED.*

**A T T E S T A T I O N**

By entering into this Agreement, the undersigned certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that he/she/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.

If by an individual:

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

\_\_\_\_\_  
Social Security Number

If by an entity other than an individual:

By: Eileen Merritt

Name and title of person signing

Of: MALICK HOUSING AUTHORITY

Name of entity for which individual is signing

04-6006517

EIN

Date: 5/31/2017

\* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the HOUSING AUTHORITY of Mass. G. L. C. 62C, S. 49A.

**HOME LOAN AGREEMENT  
ATTACHMENT H, CERTIFICATE OF AUTHORITY**

**Non-Profit Entities**

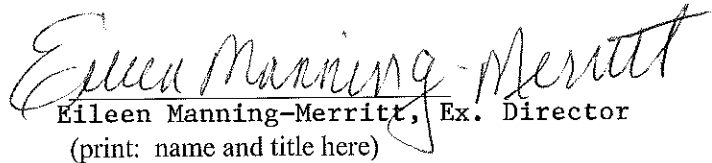
By unanimous written consent of the Board of Directors of Natick H A dated  
May 11, 2017, it was voted that

David P. Parish, Anne R. Vinick, Margaret E. Kiely and Eileen Manning-Merritt

each acting singly as President, Treasurer, Vice President, and Executive Director, respectively, of the Corporation be and he/she are authorized to execute contracts and bonds in the name and on behalf of the Corporation, and affix his/her seal thereto, and such execution of any contract or obligation in the name of the Corporation on its behalf by such person under seal of the Corporation shall be valid and binding upon the Corporation.

A TRUE COPY

ATTEST:

  
Eileen Manning-Merritt, Ex. Director  
(print: name and title here)

ADDRESS: 4 Cottage Street Natick, MA 01760

I hereby certify that I am the Clerk of Natick Housing Authority and that  
David P. Parish, Anne R. Vinick, Margaret E. Kiely and Eileen Manning-Merritt  
are duly elected President, Treasurer, Vice President and Executive Director,  
respectively, of said Corporation, and the above vote has not been amended or rescinded and remains  
in full force and effect as of May 11, 2017, 2017, the date on which the grantee's  
authorized representative, named above, affixed his/her signature to this contract.

\_\_\_\_\_  
(title)(Corporate Seal)

May 11, 2017

(Date)

IN WITNESS WHEREOF, the Borrower has executed and delivered this Note under seal as the day and year first above written.

Signed in the  
presence of:

Dana Sant'anni

NATICK HOUSING AUTHORITY

By: Eileen Merritt  
Eileen Merritt,  
Executive Director

**ATTACHMENT I, SECTION 3 Federal Entrepreneurial and  
Local Opportunity Provisions (Section 3 Clause and Plan)**

Recipients of Community Development Block Grant and/or HOME projects exceeding **\$200,000** and where the contractor or subcontractor is contractually obligated in excess of **\$100,000**, are required to submit a Section 3 Plan prior to construction start, and a Section 3 Final Report with the last requisition, in compliance with the regulations of 24 CFR 135 and Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 17010. These regulations state that preference must be given in employment and training opportunities to lower-income project area residents and that subcontracts be awarded to eligible Section 3 businesses.

**SECTION 3 REQUIREMENTS**

**Policy**

The City maintains an affirmative posture regarding employment opportunities for low- and moderate-income residents in connection with Community Development Program sponsored projects and encourages the hiring of such persons for new trainees, apprentices or regular positions which may become available as a result of such projects. In addition, the City maintains a similarly affirmative posture with regard to opportunities for eligible businesses doing project-related work.

Each, recipient, contractor and subcontractor must make a good faith effort to meet these same objectives with regard to both business and employment opportunities in connection with Community Development Program sponsored work.

**Bidding Procedure**

All bidders should carefully read the following Section 3 requirements and Section 3 Clause and be aware of the filing and reporting procedures contained therein.

The successful bidder, after contract award and prior to contract execution, will be required to complete and submit the following Section 3 Plan.

This same procedure will apply to any subcontract over \$100,000 awarded as a result of the receipt of the contract. No subcontract can be awarded unless the subcontractor's Section 3 Plan has been approved by the City.

**SECTION 3 CLAUSE**

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract

certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The recipient agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the recipient's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The recipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The recipient will not subcontract with any subcontractor where the recipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The recipient will certify that any vacant employment positions, including training positions, that are filled (1) after the recipient is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the recipient's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

### SECTION 3 PLAN

Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Town of Natick, Massachusetts, hereinafter called the Section 3 Project Area, and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the Town of Natick.

\_\_\_\_\_, Recipient, agrees to implement the following specific steps directed at increasing the utilization of Section 3 Residents and Section 3 Business Concerns within the Town of Natick, Massachusetts.

- A. To attempt to recruit from within the Town of Natick the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local

advertising media, signs placed at the proposed site for the project, and/or community organizations and public or private institutions operating within or serving the project area.

- B. To fill vacant training positions with the maximum number of lower income Project area residents.
- C. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- D. To notify potential contractors about Section 3 requirements of this part, and incorporating the Section 3 clause in all solicitations and contracts.
- E. To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
- F. To document utilization of Section 3 Employees on the covered project by having new employees, (including those of all subcontractors) from the Project Area, complete the Section 3 Income Worksheet.
- G. To complete a Section 3 Utilization Report prior to final payment for the covered project. This report will list all Section 3 Employees documented on the Section 3 Income Worksheets.
- H. To maintain any records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above steps have been taken.

#### **Numeric Goals**

\_\_\_\_\_, Recipient, will, to the greatest extent feasible, when awarding contracts or providing training and/or employment opportunities for activities or projects subject to the requirements of Section 3, strive to comply with the goals established in this section. The numerical goals established in this section represent minimum numerical targets.

Training and employment opportunities will be made available to Section 3 residents as follows:

1. 30 percent of the aggregate number of new hires/training opportunities shall be Section 3 residents.  
Number of Section 3 jobs and/or training opportunities anticipated \_\_\_\_\_
2. *10 percent of the total dollar amount of all covered construction contracts/subcontracts shall be awarded to Section 3 business concerns.*

Number of Section 3 business concerns expected to be hired \_\_\_\_\_

3. 3 percent of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.  
Number of non-construction Section 3 business concerns expected to be hired \_\_\_\_\_

As officer and representative of: \_\_\_\_\_  
(Name of Recipient)

On behalf of the Company, I have read and fully agree to the Section 3 Plan, and become a party to the full implementation of this program.

---

Name and Title of the Authorized Representative (print or type)

---

Signature of Authorized Representative

---

Date

### Definitions

**Applicant** – Any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association.

**Business Concern** – a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

**Section 3 Business Concern** – a business concern,

- 1) That is 51 percent or more owned by Section 3 resident; or
- 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- 3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 above.

**Contractor** - any entity which contracts to perform work generated the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

**Subcontractor** – any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

**Employment Opportunities Generated by Section 3 Covered Assistance** – all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

**HUD Youthbuild Programs** – programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

**Low-income person** – families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

**Very low-income person** – families (including single persons) whose income do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

**Metropolitan Area** – a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

**New Hires** – full-time employees for permanent, temporary or seasonal employment opportunities.

**Recipient** – any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

**Section 3** – Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

**Section 3 Covered Assistance** –

- 1) public housing development assistance provided pursuant to Section 5 of the 1937 Act;
- 2) public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- 3) public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
- 4) assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

**Section 3 Covered Contracts** – a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed



by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

**Section 3 Covered Project** - the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

**Section 3 Resident** – a public housing resident or an individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person.

## HOME LOAN AGREEMENT

### ATTACHMENT J, Federal Funding Accountability and Transparency Act (FFATA) REPORT

The Federal Funding Accountability and Transparency Act (FFATA) was signed into law on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website.

#### A. BORROWER INFORMATION

Name of HOME BORROWER: MATICK Housing Authority

Name of Project/Activity: Congregate Conversion

Data Universal Number System (DUNS) Number: 8797737317

A DUNS number is a unique nine-character identification number provided by the commercial company Dun & Bradstreet (D&B). If your business/organization does not already have a DUNS number, the process to request a DUNS number takes about 10 minutes and is free of charge. Call D&B at 866-705-5711 or for persons with a hearing impairment, the TTY number is 866-814-7818.

#### B. CERTIFICATION OF BORROWER

Question 1(a): In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, sub-grants and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants and/or cooperative agreements?

YES \_\_\_\_\_ NO \_\_\_\_\_

Question 1(b): Does the public have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

YES \_\_\_\_\_ NO \_\_\_\_\_

If the answers to question #1(a) and #1(b) are both yes, proceed to question #2. If the answers to question #1(a) and #1(b) are no, proceed to Section C of this form.

**Question 2: List the names and total compensation of the five most highly compensated officers of the entity:**

| OFFICER   | NAME | COMPENSATION |
|-----------|------|--------------|
| OFFICER 1 |      |              |
| OFFICER 2 |      |              |
| OFFICER 3 |      |              |
| OFFICER 4 |      |              |
| OFFICER 5 |      |              |

**C. CERTIFICATION OF BORROWER**

Officer and representative of: Natick Housing Authority  
Name of Borrower

Address: 4 Cottage St  
Natick, MA 01760

Telephone Number: 508 653-2971

*On behalf of the Agency/Company, I hereby certify that the above information is true and accurate and is reported fully as required by the contract for this HOME assisted project. It is further understood that any payment from the WestMetro HOME Consortium for this project cannot be made until this report is submitted to the City of Newton.*

Eileen Merritt, Ex. Director

**Name and Title of the Authorized Representative (print or type)**

Eileen Merritt 5/31/2017

**Signature of Authorized Representative**

**Date**

## HOME INVESTMENT PARTNERSHIPS PROGRAM

PROMISSORY NOTE**\$416,350.00**5/31/, 2017  
Natick, Massachusetts

FOR VALUE RECEIVED, the undersigned Natick Housing Authority, having an address of 4 Cottage Street, Natick, MA 01760 (the "Borrower"), promises to pay to the order of the Town of Natick (the "Lender"), which term shall include the holder from time to time of this Note, at its address at 13 East Central Street, Natick, MA 01760, its successors and permitted assigns, or at such other place as the Lender may from time to time designate in writing, the principal sum of Four Hundred Sixteen Thousand Three Hundred and Fifty Dollars (**\$416,350.00**), or so much thereof as has been advanced, with interest as specified below, calculated on the basis of a three hundred sixty (360-day) year, to be paid in lawful money of the United States of America in the manner and at the time set forth below. Interest shall accrue hereunder at the rate of zero percent (0%) per annum. In no event, however, shall the interest rate hereunder exceed the maximum rate of interest permitted by law in the Commonwealth of Massachusetts.

All sums due under this Note shall be payable on the date that is ten (10) years following the Project Completion Date, as defined in the Funding Agreement between Lender and Borrower of even date herewith (the "Funding Agreement") (the "Maturity Date"). Except in the event of any default of the Borrower, no payments of interest or principal or other amounts due under this Note shall be due by the Borrower to the Lender before the Maturity Date.

Notwithstanding the above, in the event the Borrower is not in default under this Note, the Mortgage, the Affordable Housing Restriction, the Funding Agreement, and provided the Affordable Housing Restriction remained in effect for its entire term of ten (10) years, all sums due shall be forgiven by the Lender.

The Borrower shall not assign its rights or obligations under this Note without the prior written consent of the Lender. If (a) the Borrower fails to pay the sums payable hereunder on or before the date when due, as above expressed, or (b) any other default occurs under this Note, the Mortgage (as hereinafter defined), the Affordable Housing Restriction, the Funding Agreement of near or even date herewith between the Borrower and the Lender (the "Funding Agreement") or any other document or instrument by which this Note is now, or may hereafter be, secured (the Note, the Mortgage, the Affordable Housing Restriction, and the Funding Agreement being collectively referred to as the "Loan Documents"), any of which defaults continues beyond any applicable grace period, then, in any such event, the entire amount remaining unpaid under this Note and all other amounts payable to the Lender hereunder shall, at the option of the Lender, become at once immediately due and payable, without further notice. The failure of the Lender to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

Every Borrower, endorser and guarantor of this Note (i) waives presentment, notice, protest and all other demands and notices; (ii) agrees that no release of any security for the principal sum due under this Note nor any extension or postponement of the time for payment of this Note nor any other indulgence nor the addition or release of any other party or person primarily or secondarily liable hereunder nor the addition, substitution, exchange or release of security for this Note nor the alteration, amendment or waiver of any provision of this Note or any other Loan Document shall release, discharge, modify, change or affect the liability of any Borrower, guarantor or endorser hereof; (iii) agrees, in case of any default hereunder, that the Lender hereof may, at its option, set off against the payment of this Note any sums due from the Lender to the Borrower, or any endorser or guarantor hereof; and (iv) agrees to pay, upon demand, all costs and expenses of collecting and enforcing this Note or any collateral or security therefor, including, without limitation, reasonable attorney's fees, incurred or paid by the Lender in connection therewith, whether or not litigation is commenced.

This Note shall be construed and enforced in accordance with, and the rights of the parties herein shall be governed by the laws of The Commonwealth of Massachusetts.

The indebtedness evidenced by this Note is secured by a Mortgage, Security Agreement and Conditional Assignment of Leases and Rents of even date and delivery herewith, duly recorded or to be recorded with the Middlesex South District Registry of Deeds, affecting certain real estate and other property located at 72 South Main Street, Natick, Middlesex County, Massachusetts, owned by Borrower (the "Mortgage").

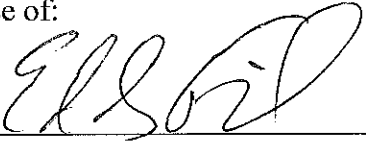
This Note may not be changed or terminated orally, but only by agreement in writing signed by the party against whom enforcement of such change or termination is sought.

The Lender agrees that except as otherwise provided in any guaranty of this Note, this is a non-recourse Note, and the Borrower shall not be liable for any amounts due hereunder or under the Loan Documents or for any deficiency which may arise upon foreclosure of the Mortgage or the sale of the premises described in the Mortgage or other collateral given to secure this Note in the event of default; provided that this provision shall not diminish in any way the powers of the Lender to foreclose the Mortgage and to exercise its other rights under the Loan Documents and at law in event of a default; and provided further that Borrower shall be personally liable to the Lender to the same extent as it would have been liable absent the foregoing for fraud or willful misrepresentation or for the retention of any rental or other sums with respect to the premises described in the Mortgage received at any time after the earlier of (i) the acceleration of this Note or (ii) a default by Borrower under any of the Loan Documents which is not cured before the lapse of any applicable notice and grace period.

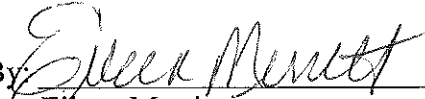
**[signature page follows]**

IN WITNESS WHEREOF, the Borrower has executed and delivered this Note under seal as the day and year first above written.

Signed in the  
presence of:

  
\_\_\_\_\_

NATICK HOUSING AUTHORITY

By:   
\_\_\_\_\_  
Eileen Merritt,  
Executive Director

## AFFORDABLE HOUSING RESTRICTION

### TOWN OF NATICK Home Investment Partnerships Program

*This Amended Affordable Housing Restriction (the "Restriction") amends and supersedes the Affordable Housing Restriction executed by the Owner, for the benefit of the Natick Housing Authority ("NHA"), dated June 22, 2015.*

This Affordable Housing Restriction is made as of this 31 day of MAY, 2017 by and between Natick Housing Authority, a public body established under Massachusetts General Laws Chapter 121B, with a usual place of business at 4 Cottage Street, Natick, Massachusetts 01760 (the "Grantor") and the Town of Natick, a municipal corporation, with an address at 13 East Central Street, Natick, Massachusetts 01760 (the "Town" or the "Holder").

#### Background

A. The Grantor is obtaining secured financing from the Town, through its HOME Investment Partnerships Program pursuant to 24 CFR Part 92 (the "HOME Program") (the "Loan") in connection with the rehabilitation and conversion of eighteen (18) Single Room Occupancy (SRO) units to ten (10) 1BR units at the Coolidge House, located at 72 South Main Street, Natick, Middlesex County, Massachusetts, said parcel more particularly described in Exhibit A hereto (the "Property").

B. The Grantor has executed certain documents, instruments and agreements in favor of the Town in connection with the Loan, including this Affordable Housing Restriction (collectively, the "Loan Documents").

C. Pursuant to the Loan Documents, the Grantor has agreed to rent the ten dwelling units on the Property at reduced rents to Very Low Income Families, as defined and described herein and pursuant to the requirements of Chapter 121B of the Massachusetts General Laws (the "Act") and the regulations at 760 CMR 4.00 through 11.00 as modified by any waivers granted thereto by the Massachusetts Department of Housing and Community Development (the "Regulations").

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Grantor agree that the Affordable Housing Restriction shall encumber the Property.

The terms of this Affordable Housing Restriction, authorized by G.L. c. 184, §§31-33 and otherwise by law, are as follows:

1. Purposes. The purpose of this Affordable Housing Restriction is to assure that the Property will be retained as affordable housing for occupancy by Very Low Income Families, as defined herein.
2. Scope. The Grantor intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction

regulating and restricting the use, occupancy and transfer of the Property (collectively, the "Affordability Restrictions") (i) shall be and are covenants running with the Property, encumbering the Property for a term of fifteen (15) years after the date hereof, binding upon the Grantor's successors in title and all subsequent owners of the Property, (ii) are not merely personal covenants of the Grantor, and (iii) shall bind the Grantor and its successors and assigns (and the benefits shall inure to the Holder and to any past, present or prospective tenant of the Property). The Grantor acknowledges that the Loan from the Holder that it has and will receive in developing the Property as affordable rental housing, includes certain program restrictions more fully set forth in Paragraph 7 hereof (the "Restrictions"). This Affordable Housing Restriction and the Restrictions contained herein shall continue in force for their stated term regardless of payment or prepayment of the Loan in connection with which the Restrictions were imposed.

3. Duration Not Limited. This Affordable Housing Restriction is intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of the Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law. The Grantor hereby agrees that this Affordable Housing Restriction satisfies in full any and all requirements of the laws of the Commonwealth of Massachusetts such that it constitutes deed restrictions and covenants running with the land and that any requirements of privity of estate are deemed to be satisfied in full, or in the alternative, that an equitable servitude has been created to insure that this Affordable Housing Restriction runs with the land. This Affordable Housing Restriction and all of the agreements, restrictions, rights and covenants contained herein shall also be deemed to be "other restrictions held by any governmental body" pursuant to M.G.L. c. 184, § 26 such that the restrictions contained herein shall be enforceable for its full term and not be limited in duration by any contrary rule or operation of law.

4. Subsequent Conveyances. Each and every contract, deed or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction, provided, however; that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Affordable Housing Restriction.

5. Permitted Use. The Property shall be used for ten (10) units of rental housing (the "Units") of which five (5) one-bedroom units shall be subject to the occupancy restrictions set forth herein (the "HOME Assisted Units"). The Grantor shall not permit the use of any Unit for any purpose other than rental housing. Each of the Units shall (i) contain complete facilities for living, sleeping, eating, cooking and sanitation which are to be used on other than a transient basis and (ii) meet the housing quality standards set forth in the regulations of the United States Department of Housing and Urban Development ("HUD") at 24 C.F.R. §982.401 or any successor thereto, the accessibility requirements at 24 C.F.R. Part 8 or any successor thereto (which implement Section 504 of the Rehabilitation Act of 1973) and, if applicable, the design and construction requirement of 24 C.F.R. §100.205 or any successor thereto (which implement the Fair Housing Act).



## 6. Tenant Selection.

(a) Nondiscrimination. The Grantor shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the HOME Assisted Units or in connection with the employment or application for employment of persons for the operation and management of the HOME Assisted Units. The Grantor shall not discriminate against, or refuse to lease, rent or otherwise make available the HOME Assisted Units to, a holder of a certificate or voucher under the Federal Rental Certificate Program or the Federal Rental Voucher Program (24 C.F.R. Part 982) or a holder of a comparable document evidencing participation in a HOME tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate, voucher or comparable HOME tenant-based assistance document.

(b) Selection Policies. The Grantor shall adopt and submit to the Holder for approval resident selection policies and criteria acceptable to the Holder that conform to the requirements of the Act and the Regulations and:

- (i) Are consistent with the purpose of providing housing for Low Income Families as defined below and required herein;
- (ii) Are reasonably related to HOME Program eligibility of prospective tenants and to the prospective tenants' ability to perform the obligations of the Grantor's form lease;
- (iii) Give reasonable consideration to the housing needs of Families (as defined below) that would have preference under Section 6(c)(4)(A) of the United States Housing Act of 1937 (42 U.S.C. §1437 et seq.); and
- (iv) Provide for (x) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable and (y) the prompt written notification to any rejected applicant of the grounds for any rejection.

The Grantor shall also provide the Holder with an affirmative marketing plan acceptable to the Holder. The affirmative marketing plan must comply with all applicable statutes, regulations and executive orders, and with the HOME Program affirmative marketing requirements. The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

## 7. Occupancy Restrictions.

(a) Very Low Income Units: The five (5) HOME Assisted Units shall be leased exclusively to Very Low Income Families. the monthly rent charge should not exceed the lesser of the fair market rent as determined by HUD or one-twelfth of 30 percent of the adjusted income of a family whose annual income equals 65 percent of the median income for the Area, as determined by HUD, with adjustments for number of bedrooms in the unit (the maximum High HOME Rent) as determined and published annually by HUD. A Family

who resides in a HOME Assisted Unit, who qualified as a Very Low Income Family at the time of such Family's initial occupancy and whose Household Income exceeds fifty percent (50%), but does not exceed eighty percent (80%) of the Family-size Adjusted AMI, shall continue to be treated as a Very Low Income Family and the foregoing maximum rent shall continue to apply to such Family. A Family who resides in a HOME Assisted Unit, who qualified as a Very Low Income Family at the time of such Family's initial occupancy and whose Household Income exceeds eighty percent (80%) of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as an income-qualified Family and must pay, as monthly rent, the Over-income Rent.

(b) Applicable Lease Term, Change of Status. References in the foregoing provisions of the "then-current term of such Family's lease" shall refer to the term of the lease or occupancy agreement in effect on the date of the required delivery of the income certification that reflects (or that, if duly delivered, would have reflected) the applicable increase in such Family's income. .

(c) (d) Next Available Unit Rule: If at any time fewer than the required number of HOME-Assisted Units are leased, rented, or occupied by Low Income Families or Very Low Income Families, the next available one-bedroom or two-bedroom Unit (as may be applicable) shall be leased, rented or otherwise made available to a Low Income Family or Very Low Income Family until the required number of HOME Assisted Units occupied by Low Income Families or Very Low Income Families is again obtained.

(e) Definitions.

"Area" shall mean the Boston-Cambridge-Quincy Metropolitan Statistical Area or successor area as established by HUD.

"Disabled Family" shall have the meaning set forth in 24 C.F.R. §5.403 (or any successor regulation).

"Fair Market Rent" shall mean the fair market rent for existing housing for comparable units in the Area as established by HUD under regulations promulgated at 24 C.F.R. §888.111 (or successor regulations).

"Family" shall have the meaning set forth in 24 C.F.R. §5.403 (or any successor regulation). Notwithstanding the foregoing, a household comprised of a full-time student or students shall not qualify as a Family except as permitted under the federal low-income housing tax credit program pursuant to Section 42(i)(3)(D) of the Internal Revenue Code of 1986, as amended.

"Family-size Adjusted AMI" shall mean the median income for the Area, adjusted for family size, as determined from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended.

"Household Income" shall mean a Family's adjusted annual income determined in the manner set forth in 24 C.F.R. §5.609 (or any successor regulations).

"HUD" shall mean the United States Department of Housing and Urban Development.

"Over-income Rent" shall mean, for a particular over-income Family, a monthly rent equal to the lesser of (x) one-twelfth of thirty percent (30%) of the Family's Household Income as recertified annually or (y) the comparable market rent for the Family's Unit.

"Very Low Income Family" shall mean a Family or Disabled Family whose Household Income is less than or equal to fifty percent (50%) of the Family-sized Adjusted AML.

8. Income Certifications. The Grantor represents, warrants and covenants that the determination of whether a Family occupying a HOME Assisted Unit meets the income requirements set forth herein shall be made by Grantor at the time of leasing of a HOME Assisted Unit and thereafter at least annually on the basis of the current income of such Family. In initially verifying a Family's income, the Grantor shall examine the source documents evidencing annual income (e.g., wage statements, interest statements, unemployment compensation statements) for the Family. Grantor shall maintain as part of its records copies of all leases of HOME Assisted Units and all initial and annual income certifications by tenants of HOME Assisted Units. Within sixty (60) days after the end of each calendar year, the Grantor shall provide to the Holder annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Family occupying a HOME Assisted Unit. With respect to Families who moved to HOME Assisted Units in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Families at the time of their initial occupancy of a HOME Assisted Unit. The annual reports shall be in a form approved by the Holder and shall contain such supporting documentation as the Holder shall reasonably require. In addition to the foregoing, Grantor shall keep such additional records and prepare and submit to the Holder such additional reports as the Holder may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the HOME Program.

9. Rent Schedule. Initial monthly rents and monthly allowances for utilities and services for all HOME Assisted Units shall be as set forth in Exhibit B attached hereto. Annually as part of the annual reports required under Section 8 above, Grantor shall submit to the Holder a proposed schedule of monthly rents and monthly allowances for utilities and services for all HOME Assisted Units. The rent schedule shall include the maximum rents applicable to HOME Assisted Units under Section 7 above. Such schedule shall be subject to the approval of the Holder for compliance with their requirements in Section 7 above. Rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least thirty (30) days' prior written notice by Grantor to all affected tenants.

10. Lease Form. Grantor shall use the form of lease approved by Department of Housing and Community Development for housing subject to the Act.

Grantor may not terminate the tenancy or refuse to renew the lease of an occupant of a HOME Assisted Unit except (i) for serious or repeated violation of the terms and conditions of the lease; (ii) for violations of applicable federal, state or local law; (iii) for completion of the tenancy period for transitional housing; (iv) if renewal of the lease would violate the terms of this Affordable Housing Restriction or (v) for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) days by Grantor's service on the tenant of a written notice specifying the grounds for the action.

11. Transfer Restriction, Right of First Refusal. The Grantor may not sell, transfer or exchange (collectively, "Transfer") all or any of the Property without the Holder's prior written consent. The Property shall not be converted to a condominium or cooperative form of ownership, without the prior written consent of the Holder.

Grantor shall not change the management agent for any of the Property or materially amend the management agreement without the Holder's prior written consent, which consent shall not be unreasonably withheld or delayed.

When the Grantor (which includes any successor in title) proposes to Transfer the Property, or any portion thereof, the Grantor shall notify the Holder in writing of the Grantor's intention to so Transfer the Property, including the proposed transferee, all consideration for the transfer, other materials terms and conditions of the transfer and a statement of the transferee's experience in owning and operating affordable housing ("Notice"). Prior to any transfer of ownership of the Property or any portion thereof, the Grantor agrees to secure from transferee a recordable written agreement stating that transferee will assume in full the Grantor's obligations and duties under this Affordable Housing Restriction.

12. No Demolition. The Grantor shall not demolish any part of any of the Property or substantially subtract from any real or personal property included within any of the Property except in conjunction with renovation or rehabilitation of the HOME Assisted Units or construction of a new project on any of the Property, in either case subject to the prior written consent of the Holder, which consent may be granted or withheld in the Holder's sole judgment.

13. Casualty. The Grantor represents, warrants and agrees that if any of the Property, or any part thereof, shall be damaged or destroyed, the Grantor (subject to the approval of the lender(s) providing financing) shall use its best efforts to repair and restore the HOME Assisted Units to substantially the same condition as existed prior to the event causing such damage or destruction, and the Grantor represents, warrants and agrees that the HOME Assisted Units shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

14. Other Federal Requirements; Inspection. Any use of any of the Property or activity thereon which is inconsistent with the purpose of this Affordable Housing Restriction is expressly prohibited. Grantor shall carry out each activity provided for in this Agreement in compliance with (x) all applicable federal laws and regulations described in 24 CFR §92.350 (nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace), §92.353 (displacement, relocation, and acquisition), §92.355 (lead-based paint) and §92.356 (conflict of interest). Grantor hereby grants

to the Holder and their duly authorized representatives the right to enter any of the Property (a) at reasonable times and in a reasonable manner for the purpose of inspecting the Property to determine compliance with this Affordable Housing Restriction or any other agreement between Grantor and such the Holder and (b) after 30 days prior written notice, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Affordable Housing Restriction. The notice referred to in clause (b) shall include a clear description of the course and approximate cost of the proposed cure.

15. Enforcement. The Holder shall have the right to monitor and enforce compliance with the Affordability Restrictions as set forth in this Affordable Housing Restriction and the rights hereby granted shall include the right of the Holder to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations of the Affordability Restrictions, including without limitation relief requiring restoration of the Property to its condition prior to any such violation (it being agreed that the Holder will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Holder. Grantor covenants and agrees to reimburse the Holder, as the case may be, all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, the Holder does not undertake any liability or obligation relating to the condition of any of the Property. If any provision of this Affordable Housing Restriction shall to any extent be held invalid, the remainder shall not be affected.

16. Further Assurances. The Holder is authorized to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction; and the Grantor on behalf of itself and its successors and assigns appoints the Holder its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree to execute any such instruments upon request. The benefits of this Affordable Housing Restriction shall be in gross and shall be assignable by the Holder. The Grantor and the Holder intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

17. Senior Lender Foreclosure. Subject to the provisions of this Section, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional or governmental or quasi-governmental lender shall acquire any of the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of any of the Property in lieu of foreclosure, and provided that the holder of such mortgage has given the Holder not less than sixty (60) days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of any of the Property in lieu of foreclosure, and the Holder has failed within such sixty (60) days to locate a purchaser for the

Property who is capable of operating the Property for the uses permitted under this Affordable Housing Restriction and who is reasonably acceptable to such mortgage holder, then except as provided below, the rights and restrictions herein contained shall not apply to such mortgage holder upon such acquisition of the Property, or to any purchaser of any of the Property from such mortgage holder, and such Property shall, subject to the next two succeeding paragraphs of this Section, thereafter be free from all such rights and restrictions.

Notwithstanding the foregoing, the rights and restrictions contained herein shall terminate only to the extent it is financially infeasible to maintain the level of affordability required by this Affordable Housing Restriction or some lesser level of affordability (i.e., fewer HOME Assisted Units or HOME Assisted Units affordable to persons or families with higher annual incomes than those required by this Affordable Housing Restriction). "Financially infeasible" shall mean (i) with respect to the operation of the Property, that the rent and other income from the Property is, or is reasonably projected to be, less than the reasonable expenses required (or reasonably projected to be required) to maintain and operate the Property and (ii) with respect to a sale of the Property, that the restrictions would prevent (or be reasonably projected to prevent) the mortgage holder from recovering all amounts due and owing with respect to its financing of the Property, including without limitation, principal, interest, charges, costs, expenses, late fees and prepayment premiums. Financial infeasibility shall be determined by the mortgage holder in its reasonable discretion after consultation with the Holder. The mortgage holder shall notify the Holder of the extent to which the rights and restrictions contained herein shall be terminated and the Grantor agrees to execute any documents required to modify this Affordable Housing Restriction to conform to the mortgage holder's determination. The Grantor hereby irrevocably appoints the mortgage holder and the Holder its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any such documents on behalf of the Grantor should the Grantor fail or refuse to do so.

The rights and restrictions contained herein shall not lapse if any of the Property are acquired through foreclosure or deed in lieu of foreclosure by (i) Grantor, (ii) any person with a direct or indirect financial interest in Grantor, (iii) any person related to a person described in clause (ii) by blood, adoption or marriage, (iv) any person who is or at any time was a business associate of a person described in clause (ii), and (v) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if any of the Property is subsequently acquired by a Related Party during the period in which this Affordable Housing Restriction would have remained in effect but for the provisions of this Section, this Affordable Housing Restriction shall be revived and shall apply to the Property as though it had never lapsed.

In the event such mortgage holder conducts a foreclosure or other proceeding enforcing its rights under such mortgage and any of the Property are sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of such Property, plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Holder, in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Holder pursuant to this Section in connection with such proceeding (provided, that in the event that such excess shall be so paid to the Holder by such mortgage

holder, the Holder shall thereafter indemnify to the extent permitted by law such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such mortgage holder to the Holder in accordance herewith, provided that such mortgage holder shall give Holder the prompt notice of any such claim and shall not object to intervention by the Holder in any proceeding relating thereto). To the extent the Grantor possesses any interest in any amount which would otherwise be payable to the Holder under this paragraph, to the full extent permissible by law, the Grantor hereby assigns its interest in such amount to said mortgage holder for payment to the Holder.

18. Notices. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered, if sent by recognized overnight courier, receipt confirmed, or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Grantor:

Natick Housing Authority  
4 Cottage Street  
Natick, MA 01760

If to the Town:

Community Development Department  
Town of Natick  
13 East Central Street  
Natick, MA 01760

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by certified or registered mail shall be deemed given three days after mailing; a notice sent by overnight courier shall be deemed given one day after deposit with such courier; and a notice delivered by hand shall be deemed given upon receipt.

19. Amendment; Termination; Waiver; Counterparts. The Holder may with Grantor's consent, at any time, whether or not foreclosure proceedings have been initiated modify or amend the Affordability Restrictions, and the Grantor and the Holder agree to execute any documents required to effectuate such action. The Holder may unilaterally and at its option, at any time, whether or not foreclosure proceedings have been initiated subordinate, terminate or discharge the Affordability Restrictions, and the Grantor and the Holder agree to execute any documents required to effectuate such action. The Grantor hereby irrevocably appoints the Holder or any agent designated by the Holder as its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge, and deliver any such documents on behalf of the Grantor which the Grantor fails or refuses to do.

Nothing contained herein is intended to or shall impair the obligations of the Grantor to the Holder. Except as otherwise provided herein, the right of the Holder to enforce the provisions of this Affordable Housing Restriction shall not at any time be prejudiced or impaired (i) by any act or failure to act on the part of the Holder, including, without limitation, any forbearance, waiver, consent, compromise, amendment, extension or renewal with respect to Grantor's obligations to the Holder or (ii) by noncompliance by the Grantor with the terms of this Affordable Housing Restriction. This Affordable Housing Restriction may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

No documentary stamps are required since this Affordable Housing Restriction is not being purchased by the Holder.

**[Signature Pages to Follow]**



Witness our hands and seals as of the date first written above.

GRANTOR:

NATICK HOUSING AUTHORITY

By: Eileen Merritt  
Eileen Merritt, Executive Director

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

May 31, 2017

Then personally appeared the above-named Eileen Merritt, Acting Executive Director as stated above, and proved to me through satisfactory evidence of identification, which was license, to be the person who name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose as Director of Natick Housing Authority.

Ann E. Greel  
Notary Public  
My Commission Expires:



**ANN E. GREEL**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
January 1, 2021

HOLDER:

TOWN OF NATICK

By: \_\_\_\_\_  
Johnathan Freedman  
Title: Chairman of the Board of Selectmen

Approved as to form:

John P. Egan  
Town Attorney

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

May 31, 2017

Then personally appeared the above-named Paul R. Joseph, the Chairman of the Board of Selectmen of the Town of Natick, and proved to me through satisfactory evidence of identification, which was license, to be the person who name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as Chairman of the Board of Selectmen, Town of Natick.

Ann E. Greel  
Notary Public

My Commission Expires:



ANN E. GREEL  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
January 1, 2021

## EXHIBIT A

### Description of the Property

The property located at 72 South Main Street, created by Deed, dated August 24, 1987 and recorded with the Middlesex South Registry of Deeds at Book 18525 and Page 398.

“ Beginning at the Northwesterly corner of the premises on South Main Street in said Natick at land of Patrick Mahan, thence running by said Mahan land South seventy-eight degrees (78<sup>0</sup>) fourteen minutes (14') east, two hundred sixty-six and 55/100 (266.55) feet to School Street; thence running on said School Street, South twenty-four degrees (24<sup>0</sup>) thirty minutes (30) East, two hundred forty-four 07/100 (244.07) feet to a point on the South Side of a passageway at other land of grantors; thence running North eighty degrees (80<sup>0</sup>) forty-four minutes (44') West, four hundred eleven and 3/10 (411.3) feet along the Southerly side of said passageway to said South Main Street; thence running North eleven degrees (11<sup>0</sup>) forty-six minutes (46') East, two hundred fourteen and 7/10 (214.7) feet on said South Main Street to the point of beginning; CONTAINING sixty-five thousand four hundred forty-seven (65,447) square feet; be any of said measurements more or less. “

## EXHIBIT B

### **Low HOME** Rent Schedule

| <b>Rent Schedule:</b>         | <b><i>Gross Rent</i></b> | <b><i>Utility</i></b> | <b><i>Total</i></b> | <b><i>No. of</i></b> |
|-------------------------------|--------------------------|-----------------------|---------------------|----------------------|
| Very Low-Income (<= 60% AMI): | <i>Max: Low HOME</i>     | <i>Allowance</i>      | <i>Net Rent</i>     | <i>Units</i>         |
| SRO                           |                          |                       | \$0                 | 0                    |
| 0 bedroom                     |                          |                       | \$0                 | 0                    |
| 1 bedroom                     | 923.00                   | \$0*                  | 923.00              | 5                    |
| 2 bedrooms                    |                          |                       | \$0                 | 0                    |
| 3 bedrooms                    |                          |                       | \$0                 | 0                    |
| 4 bedrooms                    |                          |                       | \$0                 | 0                    |

\*Utilities paid by Natick Housing Authority, (heat, hot water, cooking and lights).

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/23/2017

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 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).

| <b>PRODUCER</b><br>Sullivan Insurance Group, Inc.<br>1 Mercantile Street<br>Suite 710<br>Worcester, MA 01608                                 | <b>CONTACT NAME:</b> Louis M. Cohen, CIC<br><b>PHONE (A/C, No, Ext):</b> 508 791-2241 <b>FAX (A/C, No):</b> 508 797 3689<br><b>E-MAIL ADDRESS:</b> lcohen@sullivamngroup.com   |                               |        |   |       |   |       |  |       |                                    |       |                                |           |                                       |       |
|--|--|-------------------------------|--------|---|-------|---|-------|--|-------|------------------------------------|-------|--------------------------------|-----------|---------------------------------------|-------|
| <b>INSURED</b><br>Department of Housing and Community Development; Comm. of Massachusetts<br>100 Cambridge St, Suite 300<br>Boston, MA 02114 | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Liberty Mutual Insurance Company</td> <td>23043</td> </tr> <tr> <td>INSURER B: National Union Fire Ins. Co.</td> <td>19445</td> </tr> <tr> <td>INSURER C: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER D: Maxum Indemnity Company</td> <td>26743</td> </tr> <tr> <td>INSURER E: Underwriters Lloyds</td> <td>AA1122000</td> </tr> <tr> <td>INSURER F: Evanston Insurance Company</td> <td>35378</td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Liberty Mutual Insurance Company | 23043 | INSURER B: National Union Fire Ins. Co. | 19445 | INSURER C: Lexington Insurance Company | 19437 | INSURER D: Maxum Indemnity Company | 26743 | INSURER E: Underwriters Lloyds | AA1122000 | INSURER F: Evanston Insurance Company | 35378 |
| INSURER(S) AFFORDING COVERAGE  | NAIC #   |                               |        |   |       |   |       |  |       |                                    |       |                                |           |                                       |       |
| INSURER A: Liberty Mutual Insurance Company  | 23043  |                               |        |   |       |   |       |  |       |                                    |       |                                |           |                                       |       |
| INSURER B: National Union Fire Ins. Co.  | 19445  |                               |        |   |       |   |       |  |       |                                    |       |                                |           |                                       |       |
| INSURER C: Lexington Insurance Company   | 19437  |                               |        |   |       |   |       |  |       |                                    |       |                                |           |                                       |       |
| INSURER D: Maxum Indemnity Company   | 26743  |                               |        |   |       |   |       |  |       |                                    |       |                                |           |                                       |       |
| INSURER E: Underwriters Lloyds   | AA1122000  |                               |        |   |       |   |       |  |       |                                    |       |                                |           |                                       |       |
| INSURER F: Evanston Insurance Company  | 35378  |                               |        |   |       |   |       |  |       |                                    |       |                                |           |                                       |       |

## COVERAGES

## CERTIFICATE NUMBER:

## 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 INSR | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|-----------------|-------------------------|-------------------------|---|
|          | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |           |          |                 |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COM/OP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  |           |          |                 |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>   |           |          |                 |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      |                 |                         |                         | WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                 |
| A        | Bolter & Machiner   |           |          | YB2L9L443761026 | 11/17/2016              | 11/17/2017              | SEE POLICY LAYER  |
| B        | Crime   |           |          | 026439438       | 11/17/2016              | 11/17/2017              | TERMS AND CONDITIONS  |
| C        | LOSS FUND   |           |          | 19946362        | 11/17/2016              | 11/17/2017              | BELOW   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Natick Housing Authority - Wm. Coolidge House, 72 S. Main Street, Natick, MA is Included as an Insured location under the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD)

## INSURERS AFFORDING COVERAGE - CONTINUED NAIC #

G. First Specialty Insurance Corporation 34916

(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

TO WHOM IT MAY CONCERN

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

*John T. Andreoli*

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**ITEM TITLE:** Deputy Town Administrator of Finance: Risk Assessment Policy  
**ITEM SUMMARY:**

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**ATTACHMENTS:**

| <b>Description</b>                           | <b>Upload Date</b> | <b>Type</b> |
|--|--------------------|-------------|
| Fraud Risk Assessment Policy (Draft) 6/26/17 | 6/22/2017          | Cover Memo  |
| Risk Assessment & Monitoring Program         | 6/22/2017          | Cover Memo  |
| Audit Advisory Committee Recommendation      | 6/26/2017          | Cover Memo  |



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# Town of Natick

## Fraud Risk Assessment Policy

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**June 2017**

## **Policy 301 – Fraud Risk Assessment Policy**

### **A. Policy**

Theft, fraud and misappropriation of Town assets represent a threat to the Town's financial well being and are not consistent with principles of the Town of Natick. Illegal conduct damages the reputation of the Town and its employees, leading to a loss of public confidence. In order to prevent theft, fraud and misappropriation reasonable internal controls must be implemented and followed in all Town departments in order to safeguard Town assets. The Town's Enterprise Risk Management System (ERM) is established by this policy to facilitate the development of controls that will aid in the prevention and detection of fraud against the Town. It is the intent of the Town to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.

### **B. Purpose**

The purpose of this policy is to prevent fraud through reasonable internal controls and fostering a work environment based on fairness, ethics and honesty. To maintain such an environment requires the active assistance of every employee and manager every day. The Town is committed to the deterrence, detection and correction of misconduct and dishonesty. The discovery, reporting and documentation of such acts provides a solid foundation for the protection of all employees, citizens, vendors and anyone else with whom the Town has a relationship.

### **C. Risk Assessment and Monitoring Program**

1. In order to assess the risks and monitor the Town's internal controls to address the risks, the Town Administrator or designee shall institute an ERM system. The ERM shall cover all Town departments, enterprise funds, committees that have over \$50,000 worth of assets, or any of the above that handle cash on a regular basis.
2. The ERM shall contain the following elements:
  - a. Holds all employees to the highest standards of integrity and ethical values;
  - b. Identifies specific fraud schemes and risks, assess their likelihood and significance, evaluates existing fraud control activities, and implements actions to mitigate residual fraud risks;
  - c. Ensures that Town Departments and Committees select, develop, and deploy preventive and detective fraud control activities to mitigate the risk of fraud events occurring or not being detected in a timely manner;
  - d. Establishes a communication process to obtain information about potential fraud and deploys a coordinated approach to investigation and corrective action to address fraud appropriately and in a timely manner; and,
  - e. Development and performance of ongoing evaluations and monitoring to ascertain whether there are adequate internal controls and that any deficiencies are communicated in a timely manner to parties responsible for taking corrective action, including Department heads, the Town Administrator and the Board of Selectmen.



3. The results of the ERM assessments shall be provided to the Town Administrator and the Audit Advisory Committee. An annual report regarding risk assessment activities shall be provided to the Board of Selectmen.

#### **D. Standard of Conduct**

1. The following will be considered a violation of this policy:
  - a. Any dishonest or fraudulent act;
  - b. Forgery or intentional and inappropriate alteration of any document or account of the Town or its affiliates;
  - c. Forgery, alteration or unauthorized negotiation or presentment of a check, warrant, bank draft, or any other financial document of the Town or its affiliates, including electronic transfer of funds;
  - d. Disclosing to other parties the confidential activities engaged in or contemplated by the Town;
  - e. Accepting or seeking anything of material value from vendors, contractors, or other parties in exchange for or to induce favorable consideration concerning services, materials, supplies, equipment, or other work provided to the Town;
  - f. Destruction or removal of records, furniture, fixtures, or equipment;
  - g. Any act of embezzlement, theft, misappropriation or fiscal irregularities;
  - h. Any computer-related activity involving the alteration, destruction, forgery, or manipulation of data for fraudulent purposes or misappropriation of Town-owned software; and,
  - i. Violation of the Ethics laws of the Commonwealth of Massachusetts M.G.L c. 268A.
2. The Town strictly prohibits these and any other illegal activities in the actions of its employees, managers, administrators and others responsible for carrying out the Town's activities.

#### **E. Ethics Code of Conduct**

1. All employees of the Town of Natick have a responsibility to conduct themselves at all times with the highest levels of integrity. Integrity and a strong commitment to customer service helps Natick maintain its established reputation as an excellent place to live, work and conduct business. All employees, elected representatives and volunteers of the Town of Natick are held to the highest standard of not just meeting, but exceeding all laws and regulations of the Commonwealth of Massachusetts.
2. All employees must participate in regular training in the ethical standards of the Commonwealth of Massachusetts and customer service. Integrity, honesty and a commitment to excellence is an integral element of the Town of Natick and Town administration must take appropriate measures to ensure continued adherence to these principles including but not limited to the following key elements:
  - a. Training for all supervisory personnel in non-discrimination, conflicts of interest, anti-fraud, risk assessment and controls and the highest standards of excellence in customer service.
  - b. Thorough reviews of purchasing, contracts, hiring and all other transactions to ensure they meet every legal and ethical standard.

- c. Significant focus to ensure compliance with antifraud policies, laws and potential risks of non-compliance including regular monitoring procedures that address fraud risks.
  - d. Thorough, internal reviews as part of the ERM and audits of financial systems.
  - e. Robust on boarding processes for all new employees to help them understand and comply with all town policies and procedures.
3. The Town does not tolerate retaliation against anyone asking questions or raising concerns in good faith. All employees, residents, vendors or visitors should always feel comfortable coming forward or immediately reporting anyone not observing this policy.

#### **F. Hiring Standards**

The hiring of employees who share the Town's commitment to integrity and ethical conduct is crucial to maintaining and promoting Natick's commitment to excellence. The Town administration shall ensure that the hiring process presents the issues of integrity and ethics to all job candidates and that all candidates are aware that integrity, honesty and a commitment to excellence is an integral part of working for the Town of Natick. All finalists for a job with the Town of Natick shall undergo a background review, as specified by the Town Administrator, to ensure the candidate's commitment to integrity and ethical conduct.

#### **G. Control Measures**

The Town Administration shall ensure that all town departments develop, and deploy preventive and detective fraud control measures to mitigate the risk of fraud events occurring or not being detected in a timely manner.

#### **H. Reporting**

- 1. It is the responsibility of every employee, supervisor and manager to immediately report suspected misconduct or dishonesty to their supervisor or Department Head. Department Heads, when made aware of such potential acts by subordinates, must immediately report such acts to the Town Administrator or his/her designee.
- 2. Any reprisal against any employee or other individual making a report in good faith pursuant to this policy is strictly forbidden. Due to the important yet sensitive nature of the suspected violations, effective follow up is critical. Employees should not investigate or otherwise follow-up on their own. All relevant matters, including suspected but unproved matters, should be immediately reported to the direct supervisor or department head.

#### **I. Supervisor Reporting Responsibilities**

- 1. All employees have a responsibility to report suspected violations; however personnel with supervisory authorities have three additional deterrence and detection responsibilities:
  - a. All supervisors must be aware of what can go wrong in their area of authority;
  - b. Department heads must put into place and maintain effective monitoring, review and control procedures which will prevent acts of wrongdoing; and,
  - c. Monitoring, review and control procedures must not only deter wrongdoing doing but also promptly detect acts of wrongdoing should prevention efforts fail.

2. Authority to carry out these additional responsibilities may not be delegated to subordinates. Assistance in effectively carrying out these responsibilities is available upon request through the Deputy Town Administrator/Finance Director.

#### **J. Follow up and Investigation**

1. The Town Administrator or designee shall have the primary responsibility for all investigations. All reports filed pursuant to this policy shall be reviewed. If there is reasonable cause to believe that an incident of fraud or other conduct prohibited by this policy exists an investigation must be conducted.
2. An investigation shall include but is not limited to:
  - a. Interview of relevant witnesses to the alleged conduct;
  - b. Inspection of any town or department records and premises;
  - c. Examination or inspection of any portion of the contents of files and records(whether in electronic or other form), desks, cabinets, and other storage facilities without the prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of investigative or related follow up procedures; and,
  - d. A written report summarizing the investigation with recommendations to Town Administration.
3. All investigations of alleged wrongdoing will be conducted in accordance with all applicable laws and Town procedures. To the extent possible allowed by law, the investigation will be conducted in such a manner to protect the confidentiality of all parties. However, the Town has an obligation to address all violations of this policy and, in order to conduct an effective investigation, complete confidentiality cannot be guaranteed.

**Adopted by the Natick Board of Selectmen this the 26<sup>th</sup> day of June, 2017.**

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Jonathan Freedman  
Chairman

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Sue Salamoff  
Vice-Chairman

---

Richard P. Jennett, Jr.  
Clerk

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Amy Mistrot  
Member

#### **History**

Effective: 06/26/2017

Last Updated: 06/22/2017

Last Reviewed: 06/26/2017

Responsible Town Official: Deputy Town  
Administrator/Finance

Responsible Town Department: Finance

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Michael J. Hickey, Jr.  
Member

# Risk Assessment and Monitoring Program

For the Town of Natick  
Presentation for the Board of Selectmen  
June 26, 2017

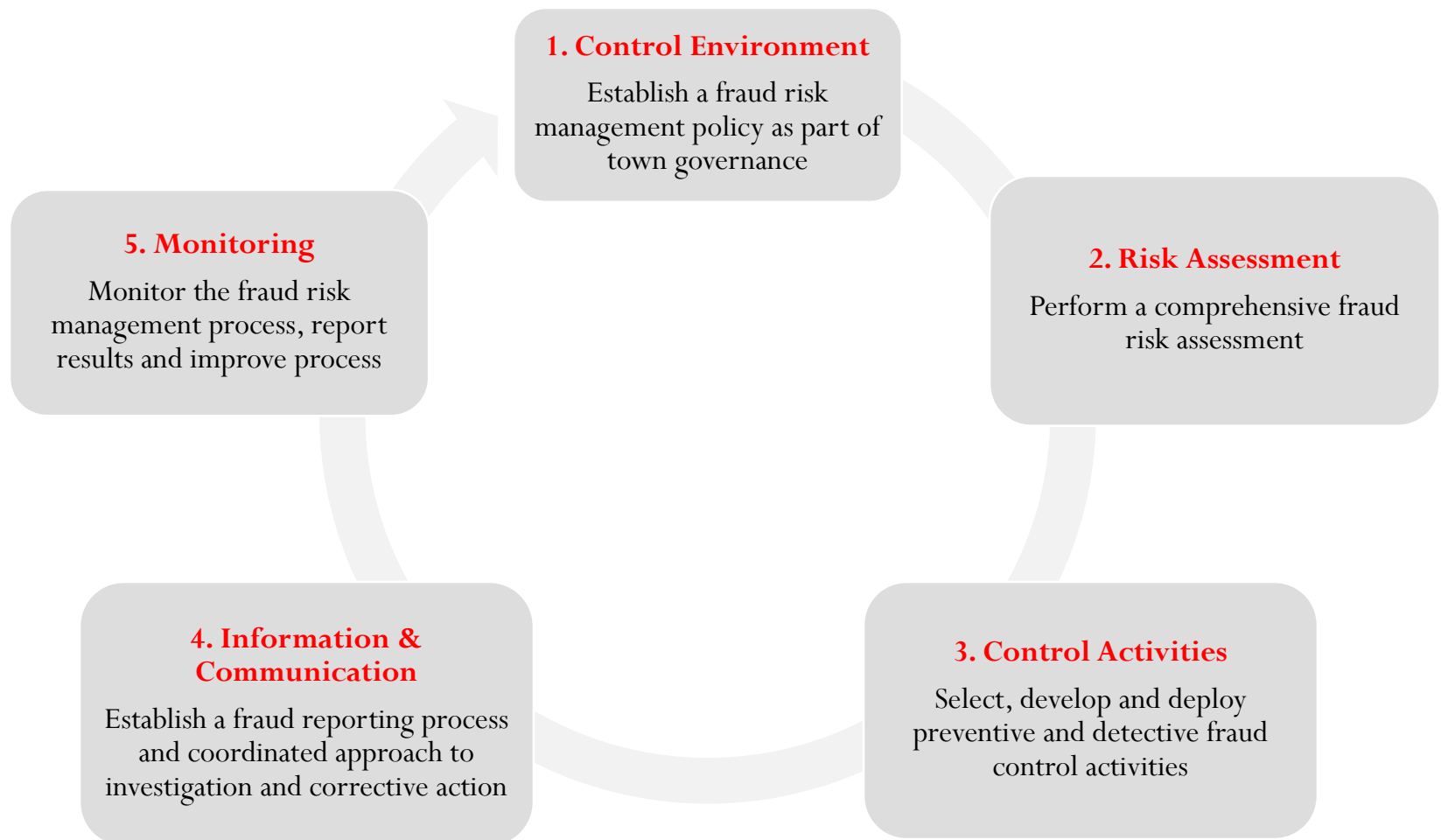
# Purpose...

- Establish ERM program to safeguard town assets
- Address issues raised by the auditors
- Ensure continued favorable bond rating

# Key elements in Developing Program

- Must follow established audit protocols and auditor's requirements
- Inclusive Program Development
  - Finance Director
  - Comptroller
  - Department staff
  - Audit Advisory Committee
- Program is self-executing with minimal costs
- Receive buy-in and support
  - Audit Advisory Committee
  - Administration
  - Selectmen

# Comprehensive Fraud Risk Program – Principles



# Principle 1 – Control Environment

- The town establishes and communicates a Fraud Risk Assessment Policy that demonstrates the expectations of the Board of Selectmen and senior management and their commitment to high integrity and ethical values regarding managing fraud risk
  - Code of conduct
  - Ethics and Customer Service training
  - Oversight structure and operations
  - Communication with staff and residents
  - Enterprise Risk Management Program (ERM)



# Principle 2 – Risk Assessment

- Town departments perform as part of the ERM a comprehensive fraud risk assessments to identify specific fraud schemes and risks, assess their likelihood and significance, evaluate existing fraud control activities, and implement actions to mitigate residual fraud risks.
  - Prioritization of risks
  - Department level implementation
  - Incremental roll out

# Principle 3- Control Activities

- The Departments select, develop and deploy, preventive and detective fraud control activities to mitigate the risk of fraud events occurring or not being detected in a timely manner
  - Policies and Procedures
    - Identifying specific fraud risk
    - Specifying steps to mitigate risk
    - Identification of persons responsible for control activity

# Principle 4 – Information & Communication

- Town administration establishes a communication process to obtain information about potential fraud and deploys a coordinated approach to investigation and corrective action to address fraud appropriately and in a timely manner.
  - Uniform response and investigation procedures
  - Predetermined escalation of review
  - Preplanned investigation and corrective action process

# Principle 5 – Monitoring Activities

- The Town administration and Departments: select; develop; and perform ongoing evaluations to ascertain whether each of the five principles of fraud risk management is present and functioning and communicates Fraud Risk Management Program deficiencies in a timely manner to parties responsible for taking corrective action, including senior management and the Board of Selectmen.

# Monitoring activities may include

- “Whistle blower” program –vendors, staff, residents
- Management compares actual performance against budget, and variances are investigated
- Established normal, recurring supervisory activities, consisting of metrics about controls in processes, and current performance is regularly tracked and compared with target performance.
- Resident complaints are reviewed to determine whether they indicate possible deficiencies in internal control.
- Regular reports of control monitoring and audit activities are submitted to senior management.
- All loss and control deficiencies reported to senior management with risk assessment analysis

# Implementation timeline

June

- Final Presentation to Audit Advisory Com. (June 19<sup>th</sup>)
- Presentation to Board of Selectmen (June 26<sup>th</sup>)

July

- Develop and Complete ERM templates
- Introduction to Department Heads

August

- Develop Departmental Implementation Plans
- Staff Training

October

- Start phased implementation of departmental risk assessments

# MEMORANDUM

To: Board of Selectmen

FROM: Jonathan Freedman  
Chair, Audit Advisory Committee

DATE: June 25, 2017

SUBJECT: *Recommendation to Adopt Fraud Risk Assessment Policy*

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This is to advise the Board of Selectmen (the “Board”) that at its meeting on June 19, 2017, a duly posted meeting at which a quorum was present, the Audit Advisory Committee (the “Committee”) voted unanimously to recommend to the Board that the Board adopt the Fraud Risk Assessment Policy as presented by the Deputy Town Administrator/Finance Director.

The Committee’s recommendation was based on its discussions and review of the draft policy as it was being developed over the past four months. The draft incorporates a number of industry best practices that are expected to be of benefit to the Town, and is also responsive to findings by the Town’s independent auditor.

Please do not hesitate to let me know if there are any questions regarding this recommendation.

Cc (via email): M. White  
J. Townsend  
Members of the Audit Advisory Committee

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**ITEM TITLE:**       Camp Arrowhead Update

**ITEM SUMMARY:**

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**ATTACHMENTS:**

| <b>Description</b>       | <b>Upload Date</b> | <b>Type</b> |
|--------------------------|--------------------|-------------|
| Update-M. White-06.20.17 | 6/21/2017          | Cover Memo  |





Patricia O'Neil <poneil@natickma.org>

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## Camp Arrowhead update

4 messages

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**Martha White** <mwhite@natickma.org>

Tue, Jun 20, 2017 at 11:31 PM

To: Bill Chenard <chenard@natickma.org>, Bryan LeBlanc <bleblanc@natickma.org>, "David - Rep. Linsky (HOU)" <David.Linsky@mahouse.gov>, David Linsky <rep.davidlinsky@hou.state.ma.us>, Jemma Lambert <jlambert@natickma.org>, jess ordway <jaord79@yahoo.com>, John Ciccariello <johngreydolphin@gmail.com>, John Flynn <jfflynn@mhtl.com>, Karen Partanen <kpartanen@natickma.org>, Paul Carew <pcarew@natickma.org>, "selectmen@natickma.org" <selectmen@natickma.org>, Sue Shea <SASHEA7579@aol.com>

As you all know, DCR has clearly indicated that they need to grant prior approval for every step along the way as we work toward reconstruction of the building at Camp Arrowhead and all associated work. This has put a bit of a cramp on our progress, specifically:

1. On June 14 I emailed DCR attorney Eve Strother to advise her that we had procured services to test the fire-damaged building for the presence of lead and asbestos as required prior to demolition. After some back-and-forth, we've been advised that we need to apply for a construction access permit to do the testing work. I've asked Bryan LeBlanc to request that the testing contractor complete the application; it's not very onerous particularly given that most of it is not applicable to the nature of this work. I'm hoping that this is just a formality as I've already responded to all questions from Ms. Strother and DCR's Director of Engineering and Planning.
2. Based on John Ciccariello's inspection of the building and various other factors (time, cost, etc.) we've concluded that the best course of action is to demolish only the damaged portions of the building, salvage the portions that were not damaged, and reconstruct the portions that were compromised, utilizing the same foundation/building footprint. DCR needs to approve this course of action and, accordingly, has requested justification for this recommendation. I envision this as a pretty straight-forward document - a bullet list of the factors that led us to this recommendation. Jemma and Bryan have begun putting this together; John Ciccariello is returning Thursday from a trip and will help finalize the document for submission to DCR no later than early next week.
3. Given that we do not have DCR's approval for the partial demo plan, and that the RFQ for architectural services is based on this plan, we have temporarily delayed issuance of the RFQ. We will also need to submit the RFQ to DCR for their approval.
4. I have asked DCR for permission to change the locks on the building, advising them that Mr. Sheridan has a set of keys and has refused to return them. I assured them that we would provide copies to any and all DCR personnel as appropriate.

In the meantime, in a conversation with Ms. Strother last week, she indicated she was close to completion regarding amendments to the MOA based on discussions at our June 7 meeting, and will forward those amendments to John Flynn. I'll see John tomorrow (Wednesday) and get an update from him.

Thanks  
Martha

Martha White  
Town Administrator  
Town of Natick  
[508-647-6410](tel:508-647-6410)

*Please note that emails are generally considered a public record.*

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**ITEM TITLE:** Discussion Regarding Zoning By-Law Review Committee  
**ITEM SUMMARY:**

---

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| Memo-M. White      | 6/9/2017           | Cover Memo  |



# **Town of Natick**

## **Town Administrator's Office**

**TO:** BOARD OF SELECTMEN

**FROM:** MARTHA WHITE, TOWN ADMINISTRATOR

**SUBJECT:** STATUS OF ZONING BY-LAW REWRITE OVERSIGHT COMMITTEE

**DATE:** 6/8/2017

**CC:** JAMIE ERRICKSON, DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT  
ANDY MEYER, CHAIR, PLANNING BOARD  
TERRI EVANS & JULIAN MUNNICH, PLANNING BOARD MEMBERS

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The Zoning By-Law Rewrite Oversight Committee was formed in August 2011 to oversee a two-phase program involving comprehensive amendments to the Zoning By-Law. The primary objective of Phase I was to identify and remedy conflicts between various sections within the By-Law, resolve conflicts with applicable law, and reorganize the document in a more logical manner. Phase I was specifically not intended to include any substantive changes to the By-Law, but rather to create a more “user-friendly” document.

Phase II was intended to develop and propose amendments to the Zoning By-Law and Zoning Map to better guide the community toward the desired future as envisioned in the Natick 360 Strategic Plan; at that time Natick 360 provided the best - if not the only - guidance regarding that desired future. Phase II was to also involve extensive public input led by the Zoning By-Law Rewrite Oversight Committee.

The Oversight Committee and the consultant hired to assist with the project worked diligently toward completion of the Phase I work and, in fact, developed a revised Zoning By-Law for presentation to Town Meeting (whose approval is required for zoning amendments). Specifically, at the 2013, 2014 and 2016 Spring Annual Town Meetings Warrant Articles were presented seeking approval of a revised Zoning By-Law; for various reasons these efforts were not successful.

One such obstacle that warrants discussion is that it was determined that the Zoning Map had not been kept current throughout the years, that is, the map was not accurate in that it did not reflect all zoning changes approved by Town Meeting. In 2013, Planning Board members Terri Evans and Julian Munnich took on the monumental task of reviewing every zoning change since 1960, and ensuring that each change was accurately depicted on the Zoning Map. The resulting updated map was accepted by the Planning Board in February 2016.

I urge that the Board of Selectmen "sunset" the Zoning By-Law Rewrite Oversight Committee for the following reasons:

1. Their responsibilities under the Phase I scope of work have effectively been completed.
2. The Planning Board - which has primary responsibility for administration of the Zoning By-Law - can, in conjunction with the Director of Community and Economic Development, assume management of the project and steer it through the approval process.
3. The composition of the Zoning By-Law Rewrite Oversight Committee includes representation from the Zoning Board of Appeals, Planning Board, Conservation Commission, School Committee, Economic Development Committee and Board of Selectmen, as well as staff appointments. Of the members of these committees designated to serve on the Oversight Committee, five are no longer members of the committee they represented. That is, if the Zoning By-Law Rewrite Oversight Committee is to re-engage in the fulfillment of Phase I tasks, the Board of Selectmen would have to re-constitute the Committee and its new members would have to be brought up to speed on, effectively six years of work, challenges, progress and setbacks.

Importantly, the Phase II component of this project will benefit greatly from the Natick 2030+ Master Planning process currently underway. In fact, it is difficult to imagine a successful Phase II program without the benefit and guidance of the vision for the community's future being developed through the Master Plan. Further, the Phase II work is a logical and critically important follow-up to the Master Plan, as it will facilitate regulatory changes designed to advance and achieve the community vision as articulated in the Master Plan.

At the appropriate time, the Board of Selectmen - perhaps in conjunction with the Planning Board - may wish to consider establishing a committee to carry out the important work envisioned under Phase II of the Zoning By-Law Rewrite project.

In the meantime, again, I recommend that the Board of Selectmen sunset the current Zoning By-Law Rewrite Oversight Committee.

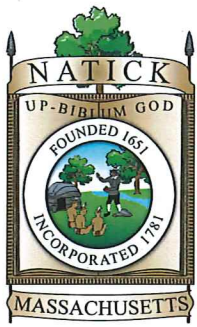
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**ITEM TITLE:** Selectmen Policy Regarding 5-Year Street Opening Moratorium  
**ITEM SUMMARY:**

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**ATTACHMENTS:**

| <b>Description</b>                   | <b>Upload Date</b> | <b>Type</b> |
|--------------------------------------|--------------------|-------------|
| Memo-J. Marsette                     | 6/21/2017          | Cover Memo  |
| Street Opening Permit Policy-Draft   | 6/21/2017          | Cover Memo  |
| Street Opening Permit Policy-Redline | 6/21/2017          | Cover Memo  |



## TOWN OF NATICK MASSACHUSETTS

JEREMY MARSETTE, P.E.  
DIRECTOR

### MEMORANDUM

*To:* Jonathan Freedman, Chair Board of Selectmen  
Martha White, Town Administrator

*From:* Jeremy Marsette, Director of Public Works *JTM*

*Subject:* Street Opening Permit Policy  
Draft Policy Edits and Process Improvements

*Date:* June 21, 2017

The Department of Public Works has discussed and developed recommendations to help ensure that the Street Opening Permit Policy is working as smoothly as possible (the street cut moratorium was a primary focus, however we took this opportunity to review the entirety of the policy and program).

The following bullets summarize improvements made and in those that are in process.

- Initiated coordination with the IT Department to incorporate Street Opening Permits into the MuniCity Permit Software. This is the software used by the Building Department to issue building permits. This will help consolidate permit tracking. It's envisioned that the listing of moratorium streets would be included in MuniCity so that building permits and street opening permits would automatically be flagged if on one of these roadways. The use of this software will also help track financial guarantees, insurance certificates, and inspections. The attached email to the IT Department provides additional detail. Implementation with the software vendor has begun.
- In addition to the typical outreach the Department conducts in the lead up to roadway work, we include an informational door hanger that is delivered to all project abutters the year (or more) before a project is constructed. This door hanger coincides with the typical water/sewer service repairs that are conducted a year (minimum) in advance of roadway work. The door hanger provides a brief summary of the service repair work, roadway work, and information about the no-dig moratorium. A sample notice is attached for reference.
- The Department has added a current listing of moratorium roadways to the Engineering Division's website. <http://www.natickma.gov/262/Permits-Regulations> This information is also available at the Engineering Division's customer service counter and has been provided to the Building Department. A copy of the listing is attached for reference.



- We have created a simple one page (double sided tri-fold) educational pamphlet to summarizing the Street Opening Permit Policy and Program. This pamphlet will be made available to the Building Department for their use. It may be included with the building permit application package, posted on bulletin boards, and made available at Town service counters. A draft of the pamphlet is attached for reference. It will be finalized once the Board of Selectmen formally implements policy changes.
- We have coordinated with the Building Department to help educate them on what issues the Public Works Department may look for in the building permit review process particularly in regards to street openings. If a street opening is to be proposed (as in the case of a gas permit), it should be noted in the building permit application and on the plans.
- Jointly with the Town's Communications Officer/Web Master we have developed a capital projects web page/map on the Department's web site. <http://www.natickma.gov/1461/Projects> This includes not only current but future work. The map includes all of the department's projects (water, sewer, roadway, etc) including project locus, descriptions, schedule, and contact information. We will continue to refine and improve the map content and design.
- The Town's Five Year Roadway Improvements Plan, as endorsed by the Selectmen, is currently available on the Engineering Division's webpage. <http://www.natickma.gov/259/Engineering-Division> This plan is formally provided each year to all of the utility companies servicing Natick. It is intended and communicated with these companies that they should use the five year plan to coordinate their work and to use it to market potential customers. We will continue to reinforce this intent with the utility companies and work with them on any ideas in which we may leverage communications to project abutters.
- The Department has reviewed the Board of Selectmen's current Street Opening Permit Policy and recommends a number of improvements. Please find the attached edited policy with recommended edits tracked. The attached includes many edits to help improve, clarify, and update the policy to current standards.

Recommendations of noted included in the draft revisions:

- More detailed definition for Emergency Work.
- Included requirement for plan or sketch of work proposed.
- Clearly defined and outlined Guarantee Period for all pavement restorations.
- Minimum financial guarantee amount set at \$5,000. A \$25,000 guarantee may be provided for multiple permits (though no more than \$25,000 worth of work may be open at any given time)
- Definition for permit duration updated and clarified.
- Included requirements for compliance testing.
- Included reference to the Department of Public Works Construction Standards. These Standards have been developed and published since the last amendments to the Street Opening Permit Policy.
- To ease the frustration and acknowledge the value of new pavement, an "Extended Maintenance Fee" for roadway cuts in reconstructed pavement less than five years old is included. The younger the pavement, the higher the fee. It is proposed that applicants

must present and justify on a case by case basis cuts in new pavement to the satisfaction of the Town Engineer. If the cut is approved an Extended Maintenance Fee would be assessed. It is recommended that these fees and the standard permit fees placed in a revolving fund and the revenues used to supplement roadway resurfacing projects.

- The following items were not incorporated into the draft policy edits but may be items the Board of Selectmen wish to consider.
  - Several adjacent communities require contractors performing work in public roadways or on public infrastructure (water mains, sewer pipes, etc) to become licensed by the Town. The license helps ensure that qualified and competent contractors perform work in Town. A sample of this requirement is attached for reference.
  - Several adjacent communities include specific reference to policy enforcement, penalties, and fines. The Town of Natick's current Street Opening Permit Policy does not include specific reference to enforcement and fines. Examples of enforcement provisions are attached for reference.
  - The Town of Wellesley requires that Financial Guarantees be in the form of a certified bank check, they do not accept paper bonds. Should a pavement restoration fail it is more expedient and efficient to draw from a deposit than to seek remedy from a bank that has issued a paper bond. The Board may consider a requirement that the first \$5,000 of all financial guarantees be in the form of a certified bank check and that the balance may be a paper bond. A copy of Wellesley's requirements is attached for reference.
  - The Board may wish to update the basis for the standard permit fee. The current fee is based on linear feet of cut. Surface area may be a better measure of impact as most excavations are more rectangular than linear. For reference, the Town of Wellesley charges a permit application fee of \$100 and then charges an Inspection and Maintenance Fee of \$185 for openings less than 150 square feet. An additional \$35 is charged for each additional 150 square feet of disturbance.
  - If the linear foot basis for the permit fee is retained, the Board may wish to update the fee. The fees were last changed prior to 2009. Fees of \$300 for the first 30 linear feet of roadway affected and \$75 for each additional 50 linear feet would be similar to adjacent communities.
  - Most area communities have review and approval procedures for the construction of new or the reconstruction of existing driveways connecting to public ways. This review and approval is set by Board of Selectmen Policy or similar. The review and approval helps insure proper and safe design, helps minimize impact to Town infrastructure, and ensures proper surface drainage. Natick currently does not have such a policy. For large developments the Planning Board Site Plan Review process captures their driveway designs. However for projects that do not go through this process (single family homes, renovations to existing, etc.) there is no formal approval process. At the Board's pleasure we can bring forward a policy for consideration.

We look forward to working with the Board of Selectmen on these improvements. Please let us know if you require any additional information or if we may be of assistance.





# PERMIT SOFTWARE MUNICIPALITY IMPLEMENTATION

## MuniCity - Implement DPW/Engineering Permits

1 message

Jeremy Marsette <jmarsette@natickma.org>

Tue, Jun 6, 2017 at 12:42 PM

To: Kathy Lentini <klentini@natickma.org>

Cc: John Digiacomio <jdigiacomio@natickma.org>, Anthony Comeau <acomeau@natickma.org>, James Errickson <jerrickson@natickma.org>, Tom Hladick <thladick@natickma.org>

Kathy,

As a follow up to our conversation regarding Muncity and our desire to include permits issued by the Public Works Department below is a bit more detail on the "permits" that could be included. Please take a look and reach out to Muncity. We are happy to meet and discuss further.

### Street Opening Permit

-Excavations/Cuts within the public way.

-Information included in the permit should include: Dig Safe Ticket Number, description of work to be performed, information on Financial Guarantee/Bond (\$5,000 min), information on Liability Insurance with Natick as additionally insured, date of permit application, date approved, date work anticipated to be started and completed, date of close out, name of applicant, contact information of applicant, location of street opening (street name and nearest street address), size of street opening (length and width), ability to attached scan copies of financial guarantee and insurance cert, -the approval process would be applied, review of permit, approved permit, initial work completed, 1 year inspection passed (then closed)

### Trench Opening Permit

-all excavations the meet the criteria outlined in MGL c 82A Section 1

-Information in the permit should include: Dig Safe Ticket Number, description of work to be performed, date of permit application, date approved, dates work anticipated to be started and completed, name of applicant, contact information of applicant, property owner of record, location of trench excavation (street address and assessors id), estimated size of trench, information on Insurance (company name, phone, address, Insurance Certificate Number, policy expiration date) -the approval process would be applied, review of permit, approved permit, (no close out needed)

### Sanitary Sewer Connection Permit

-all new and reconstructed sewer service connections

-Information included in the permit should include: description of work to be performed (repair, relay, new service), date of permit application, date approved, date work anticipated to be started and completed, date of close out, name of applicant, contact information of applicant, location of service connection (property address and assessor id), size of proposed service connection, estimate of sewer service flow rate, ability to attached scan copies of documents, Infiltration and Inflow Fee assessed

-the approval process would be applied, review of permit, approved permit, initial work completed, final inspection -approval process and close out should include both Engineering Division and Sewer Division

### Water Connection Permit

-all new and reconstructed water service connections

-Information included in the permit should include: description of work to be performed (repair, relay, new service), date of permit application, date approved, date work anticipated to be started and completed, date of close out, name of applicant, contact information of applicant, location of service connection (property address and assessor id), size of proposed service connection, ability to attached scan copies of documents

-the approval process would be applied, review of permit, approved permit, initial work completed, final inspection -approval process and close out should include both Engineering Division and Water Division

Thanks,  
Jeremy

--  
Jeremy Marsette, PE  
Director of Public Works  
Town of Natick  
75 West Street

# SAMPLE ABOUTER NOTICE

## IMPORTANT NOTICE

**TO:** NATICK RESIDENTS- CENTRE STREET, GIBBS STREET, WALNUT PARK ROAD, PAUL STREET AND MANOR AVE.

**DATE:** May17, 2017

**SUBJECT:** Water Service Pipe Replacement  
Future Roadway Paving Project

*The Town of Natick, Department of Public Works will be replacing water service pipes in your neighborhood during the next few months. The pipes that will be replaced are the service lines that run from the water main in the street to the gate box (shut-off) near the edge of the street. The work will take place Monday thru Saturday. No work will be done on private property. If you have any questions regarding the water service work, please call 508-647-6557.*

*The water service replacement work is in preparation for the future roadway paving project for your neighborhood. The Five Year Roadway Improvement Plan adopted by the Board of Selectmen includes XXXX Streets for repaving in 2019. The latest Five Year Plan may be found at: <http://www.natickma.gov/259/Engineering-Division>*

*Please note that once your roadway is paved it will be subject to a five year moratorium on pavement cuts and trenches. During this five year period roadway openings may not be approved or may be subject to higher fees and restoration standards. In anticipation of this moratorium residents are urged to consider implementing any improvements that may involve pavement cuts (natural gas conversions, underground electric upgrades, etc.) in advance of the Town's planned roadway reconstruction work.*

*Additional information on the Town's Street Opening Permit program may be found at: <http://www.natickma.gov/262/Permits-Regulations>*

*Anthony Comeau  
Supervisor Water/Sewer Division*

*XXXX XXXX  
Town Engineer*

*Jeremy Marsette, PE  
Director of Public Works*

# Natick Street Opening Moratorium Report

| Year Paved  | Street Name                                  | Date Moratorium Expires |
|-------------|--|-------------------------|
| <b>2012</b> |  |                         |
|             | Karen Lane                                   | 12/31/2017              |
|             | Katie Path                                   | 12/31/2017              |
|             | Oak Street                                   | 12/31/2017              |
|             | Winter Street                                | 12/31/2017              |
| <b>2013</b> |  |                         |
|             | East Evergreen Rd (Farrant to Wentworth)     | 12/31/2018              |
|             | Erlandson Road                               | 12/31/2018              |
|             | Farwell Street                               | 12/31/2018              |
|             | Flynn Street                                 | 12/31/2018              |
|             | Grove Road                                   | 12/31/2018              |
|             | Jennings Pond Road                           | 12/31/2018              |
|             | Laconia Road                                 | 12/31/2018              |
|             | Richmond Road                                | 12/31/2018              |
|             | Rockland Street (South Main to Carsha)       | 12/31/2018              |
|             | Rutledge Rd (Wentworth to East Evergreen)    | 12/31/2018              |
|             | Shore Road (Grove Rd to Wellesley Town Line) | 12/31/2018              |
|             | Stanley Street                               | 12/31/2018              |
|             | Wedgewood Road                               | 12/31/2018              |
|             | Wentworth Road                               | 12/31/2018              |
|             | West Street (Windsor to Oakland)             | 12/31/2018              |
|             | Winslow Road                                 | 12/31/2018              |
| <b>2014</b> |  |                         |
|             | Apple Ridge Drive                            | 12/31/2019              |
|             | Dwight Avenue (Farrant to Westlake)          | 12/31/2019              |
|             | Eisenhower Avenue                            | 12/31/2019              |
|             | Farrant Road                                 | 12/31/2019              |
|             | Gordon Road                                  | 12/31/2019              |
|             | Halsey Way                                   | 12/31/2019              |
|             | Indian Ridge Road                            | 12/31/2019              |
|             | Indian Ridge Way                             | 12/31/2019              |
|             | Lantern Lane                                 | 12/31/2019              |
|             | Leighton Road                                | 12/31/2019              |



# Natick Street Opening Moratorium Report

| Year Paved | Street Name                                    | Date Moratorium Expires |
|------------|--|-------------------------|
|            | Lookout Farm Road                              | 12/31/2019              |
|            | Macarthur Road                                 | 12/31/2019              |
|            | Marshall Road                                  | 12/31/2019              |
|            | Nimitz Circle                                  | 12/31/2019              |
|            | Patton Road                                    | 12/31/2019              |
|            | Pitts Street (Atherton to Cruve)               | 12/31/2019              |
|            | Rockland Street (Carsha to Everett)            | 12/31/2019              |
|            | Sheffield Road                                 | 12/31/2019              |
|            | Spring Valley Road                             | 12/31/2019              |
|            | Summer Street (Spring to Washington)           | 12/31/2019              |
|            | Terrane Avenue                                 | 12/31/2019              |
|            | Waring Road (Westlake to Westlake)             | 12/31/2019              |
|            | Westlake Road                                  | 12/31/2019              |
|            | Wethersfield Road (Wedgewood to Irving)        | 12/31/2019              |
| 2015       |  |                         |
|            | Burning Tree Road                              | 12/31/2020              |
|            | Cecil Road                                     | 12/31/2020              |
|            | Countryside Road                               | 12/31/2020              |
|            | Everett Street (Rockland to Cottage)           | 12/31/2020              |
|            | General Greene Ave                             | 12/31/2020              |
|            | Hammond Avenue                                 | 12/31/2020              |
|            | Hammond Road                                   | 12/31/2020              |
|            | Lanes End                                      | 12/31/2020              |
|            | Ledge Lane                                     | 12/31/2020              |
|            | Michael Terrace                                | 12/31/2020              |
|            | Oak Knoll Road                                 | 12/31/2020              |
|            | Pine Street                                    | 12/31/2020              |
|            | Pleasant Street                                | 12/31/2020              |
|            | Speen Street (Nouvelle Way to Framingham Line) | 12/31/2020              |
|            | Stetson Road                                   | 12/31/2020              |
|            | Travis Road                                    | 12/31/2020              |
| 2016       |  |                         |
|            | Atherton Street                                | 12/31/2021              |
|            | Bee Street                                     | 12/31/2021              |

# Natick Street Opening Moratorium Report

| Year Paved | Street Name                            | Date Moratorium Expires |
|------------|--|-------------------------|
|            | Brook Street                           | 12/31/2021              |
|            | Farm Hill Road                         | 12/31/2021              |
|            | Florence Street (Highland to Hillside) | 12/31/2021              |
|            | Ingleside Road                         | 12/31/2021              |
|            | Kelley Way                             | 12/31/2021              |
|            | Lagrange Street (Lake to Washington)   | 12/31/2021              |
|            | Lake Street                            | 12/31/2021              |
|            | Michigan Drive                         | 12/31/2021              |
|            | Parson Way                             | 12/31/2021              |
|            | Peterson Road                          | 12/31/2021              |
|            | Pond Street (Campus Dr to Maple)       | 12/31/2021              |
|            | Pumpkin Pine Road                      | 12/31/2021              |
|            | Tech Circle                            | 12/31/2021              |

# DRAFT 2 - SIDED TRIFOLD FLYER

## Requirements for Obtaining a Street Opening Permit

- Apply for a permit from the Engineering Division
- Permits must be obtained 72 hours prior to street opening (except in the case of an emergency)
- Permits are issued between April 15<sup>th</sup> and November 1<sup>st</sup>
- Work must be completed by November 1<sup>st</sup> of the same year the permit was issued (exception requires prior approval from the Public Works Director)
- Submit a check made out to the Town of Natick in the amount of \$200 for the first 30 ft. of roadway affected, \$50 per additional 50 linear ft of roadway affected
- Dig Safe number for the specific work
- There must be a 72 hour waiting period (weekends and Holidays not included) after Dig Safe is notified
- A satisfactory bond of a surety from a company authorized to do business in Massachusetts in the sum of \$5,000 (minimum) conditioned substantially that the applicant shall faithfully and satisfactorily perform said work in all respects and replace/restore the roadway
- Provide liability insurance with the following:
  - ❖ \$2,000,000 liability
  - ❖ \$2,000,000 aggregate liability
  - ❖ The Town of Natick named as additional insured
  - ❖ The Town of Natick named as the certificate holder
- All work shall be done in accordance to the Town of Natick Policy Regulating Street Excavation adopted March 9, 1998 and amended April 9, 2007 on file in the Engineering Division at 75 West Street, Natick or found online at: [www.natickma.gov/262/Premits-Regulations](http://www.natickma.gov/262/Premits-Regulations)

### Why Street Opening Permits Are Necessary?

- Reduces risk in damage to gas lines, telephone lines, water mains, streetlights or other utility lines risking lives and/or property
- Requires proper insurance coverage
- Ensure work is in accordance to Town of Natick's specifications, codes and requirements
- Help coordinate schedules among numerous agencies and individuals
- Provide a record in case problems are discovered after work is completed
- Ensure vehicular and pedestrian traffic is maintained and guarantee public safety

### Permits Are Required For...

- Any type of excavation, trench and/or utility installation in a Town accepted street such as installing, repairing or replacing water services, sewer laterals or any type of underground utilities, etc. *(Water and sewer utilities shall be placed in separate trenches - ten feet apart - in accordance with MassDEP Guidelines)*
- Repairing or replacing any sidewalk
- Installing walkways
- Installing replacing or removing street curbing
- Installing and repairing driveway aprons
- Installing a new street, which will become officially dedicated to the town upon completion

## FOR MORE INFORMATION

### See Policy Regulating Street Opening Permits

Adopted March 9, 1998, Amended February 9, 2009



Town of Natick  
Department of Public Works

## Policy Regulating Street Opening Permits



## QUESTIONS?

Department of Public Works  
75 West St.  
Natick, MA 01760

Main Number: 508-647-6550  
Engineering: 508-647-6551

Website: [natickma.gov](http://natickma.gov)  
Under Government, click  
Public Works





Town of Natick  
Department of Public Works

## Policy Regulating Street Opening Permits

### Start of Work and Inspections

- In a non-critical area, a twenty-four (24) hour notice to the Town Engineer to start work is required
- In a critical area, a forty-eight (48) hour notice to the Town Engineer to start work is required
- Critical areas are defined as street intersections, arterial routes and streets within the downtown shopping and business areas
- Trenches, excavations and utility installation must be inspected before any party of the work is backfilled. If not properly inspected, the Engineering Division reserves the right to require the applicant to re-excavate all or part of the work
- Request for inspections must be made by 7:30 A.M. on the day the work begins

### Emergency Provisions

- Nothing shall be construed to prevent excavations as may be necessary for the preservation of life or property or for the location of trouble in conduit, cable or pipe
  - At the start of work, the Engineering Division, the Police Department, Dig Safe and the Public Utility companies must be notified
  - A permit must be applied for on the next working day after the emergency. Requirements for obtaining a street occupancy permit shall then be followed

**SAFETY ALWAYS COMES FIRST**

### Safety Guidelines



#### Traffic Safety

- Appropriate measures shall be taken to ensure normal traffic flow
- Maintain safe crossing for two lanes of vehicular traffic at road intersections and safe crossing for pedestrians
- Warning signs shall be placed at sufficient distance from construction operation in accordance with requirements of the MUTCD and Police Safety Officer
- Police Details may be required. All costs incurred shall be the responsibility of the Permittee

#### Access to Vital Structures

Work shall be performed so as not to interfere with access to fire hydrants, fire stations, fire escapes, water gates, underground vaults, catch basins or any other vital public facility



#### Dig Safe

A valid "Dig Safe" number shall be obtained

#### Relocation and Protection of Utilities

Any existing public or private utility shall not be interfered with without consent of the Town Engineer and owner of the utility

#### Notification to Public Utility Companies

In accordance with the General Laws of the Commonwealth, notice must be given to public utility companies before making excavation in a public way

#### Protection of Adjoining Property

- Proper excavation support and other precautions may be required to preserve and protect adjacent property
- Trees and/or shrubs that exist in planting step areas shall not be removed without first obtaining consent of the Town Engineer
- For roadside planting guidelines see approved list in the Policy Regulating Street Opening Permits, Adopted March 9, 1998, Amended February 9, 2009

### General Information

#### Excavated Material

All material excavated shall be removed from the site, except in such cases as the material is deemed suitable for backfill

#### Construction Material and Equipment

Construction materials and equipment shall be limited in quantity and space occupying area as to not unduly hinder and block the roadway

#### Hours of Operation

Work shall be restricted to 7:00 AM to 4:00 PM Monday through Friday unless in case of emergency

#### Prompt Completion of Work

After excavation is commenced, work covered by the permit shall promptly be completed and conditions restored to the original condition

#### Restoration of Pavement Marking

Markings that are obliterated or damaged shall be repainted and replaced as directed by the Town Engineer

#### Protection of Gutters and Drainage Basins

The permittee shall maintain all gutters free and unobstructed for the full depth of the adjacent curb and for at least 3' in width from the face of such curb at the gutter line

Catch basins shall be kept clear and serviceable

Appropriate environmental protection methods should be employed to ensure that run-off does not cause problems with town storm drainage system

Provisions shall be taken to care for all surface water, mud, silt, residue or other run-off pumped or removed

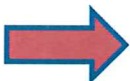
#### Dust and Clean-up

Precautions shall be taken to prevent and avoid dust. Roadways shall be cleaned each day

#### Temporary Pavement and Restoration of Permanent Paving

All work shall be done in accordance with the Department of Public Works Construction Standards.

[www.natick.gov/1322/Construction-Standards](http://www.natick.gov/1322/Construction-Standards)



**For More Information**

SEE Policy Regulating Street Opening Permits adopted March 9, 1998 and amended April 9, 2007

**TOWN OF NATICK  
DEPARTMENT OF PUBLIC WORKS  
NATICK, MASSACHUSETTS 01760**

Jeremy Marsette, P.E., Director  
Mark Coviello, Jr., P.E., Town Engineer  
John Diagacomo, Asst. Town Engineer  
508-647-6550

PERMIT NO.: \_\_\_\_\_  
(For Town use only)

75 West Street  
Natick, MA 01760  
508-647-6550  
Fax: 508-647-6560

**STREET OPENING & TRENCH PERMIT REQUEST FORM**

*Inspections will not be approved if utility trenches found in the Public Way are not in compliance with the latest OSHA regulations: 29 CFR: 1926 Subpart P – Excavations. In addition, the Town may issue a Stop Work Order until the situation is properly addressed.*

|   |                          |                          |                          |  |                          |  |  |
|---|--------------------------|--------------------------|--------------------------|--|--------------------------|--|--|
| <b>Applicant Information</b>  |                          |                          |                          |  |                          |  |  |
| Name of Permit Holder:  |                          |                          |                          |  |                          | Customer No.:<br><small>(For Town use only)</small>    |  |
| Street Address:   |                          |                          |                          | City/Town:   |                          | State:   | ZIP:   |
| Phone No.:  |                          | Cell Phone No.:          |                          | 24-Hr Emergency Phone No.:   |                          |  |  |
| <b>Excavator Information</b>  |                          |                          |                          |  |                          |  |  |
| Name of Excavator<br><small>(If different from Applicant):</small>  |                          |                          |                          | Phone No.:   |                          | Cell Phone No.:  |  |
| Street Address:   |                          |                          |                          | City/Town:   |                          | State:   | ZIP:   |
| MA. Hoisting License No.:   |                          |                          |                          | License Restrictions:  |                          | Expiration Date:                                       |  |
| Name of Competent Person <small>(As defined by 520 CMR 14.02-if different from Excavator):</small>  |                          |                          |                          | Phone No.:   |                          | Cell Phone No.:  |  |
| Street Address:   |                          |                          |                          | City/Town:   |                          | State:   | ZIP:   |
| <b>Insurance Information</b>  |                          |                          |                          |  |                          |  |  |
| Insurer Name:   |                          |                          |                          | Insurer Contact Information:   |                          | Policy Expiration Date <small>(Earliest Date):</small> |  |
| <b>Information for Proposed Trench</b>  |                          |                          |                          |  |                          |  |  |
| Specific Location of Trench <small>(Please check all that apply):</small>   |                          |                          |                          |  |                          | Trench Purpose/Description:                            |  |
| Street  | State Highway            | Side of Road             | Sidewalk                 | Tree Lawn  | Driveway                 | Private  | Other  |
| <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>                               | <input type="checkbox"/>   |
| Label Trench Type <small>(Example: Water, Gas, etc.)</small>  |                          |                          |                          | Type:  | Type:                    | Type:  | Type:  |
| Trench Dimensions <small>(Include all)</small>  |                          |                          |                          | Depth  |                          |  |  |
|   |                          |                          |                          | Length   |                          |  |  |
|   |                          |                          |                          | Width  |                          |  |  |
| Total Surface Area <small>(Length x Width)</small>  |                          |                          |                          |  |                          |  |  |
| Other Comments:   |                          |                          |                          |  |                          | Grand Total Area of Surface Cut:                       |  |
| <b>Purpose of Permit <small>(Please check all that apply)</small></b>   |                          |                          |                          |  |                          |  |  |
| <b>Non-Excavation</b><br><input type="checkbox"/> Obstruct Street or Sidewalk _____ <small>(Days to remain)</small><br><input type="checkbox"/> Resurface Driveway/Apron<br><input type="checkbox"/> Other _____<br><b>Excavation</b><br><input type="checkbox"/> Cable <input type="checkbox"/> Electric <input type="checkbox"/> Water<br><input type="checkbox"/> Sewer <input type="checkbox"/> Gas <input type="checkbox"/> Reconstruct Driveway<br><input type="checkbox"/> Telephone <input type="checkbox"/> Other _____<br><b>Excavation Work On:</b><br><input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Or Both |                          |                          |                          | <b>Draw or Attach Sketch of Proposed Excavation</b><br><div style="height: 150px; border: 1px solid black;"></div> |                          |  |  |
| Excavation Start Date:  |                          | Excavation End Date:     |                          |  |                          |  |  |
| DigSafe No.:  |                          |                          |                          | Project Address:   |                          |  |  |
| <b>Signatures <small>(Please read back of application before signing. The following acknowledge by signature below that they have read, understand and assume full responsibility for all the conditions of this permit application.)</small></b>   |                          |                          |                          |  |                          |  |  |
| Applicant's Signature:  |                          |                          |                          |  | Date:                    |  | <input type="checkbox"/> Check if Applicant is Excavator<br><br><input type="checkbox"/> Check if Applicant is Owner |
| Excavator's Signature:  |                          |                          |                          |  | Date:                    |  |  |
| Owner's Signature <small>(If different) [For work on private property]:</small>   |                          |                          |                          |  | Date:                    |  |  |
| Permit Approved By <small>(For Town use only - Do not write in this section):</small>   |                          |                          |                          |  | Date:                    |  | Permit Expiration Date:  |
| Permit Fee Amount: _____  |                          |                          |                          |  |                          |  |  |



# TOWN OF NEEDHAM

## EXCAVATION LICENSE

Person – any individual, group of individuals, association, partnership, corporation, company, business organization, trust, estate, the Commonwealth or political subdivision thereof to the extent subject to Town by-laws, administrative agency, public or quasipublic corporation or body, and any other legal entity, its legal representatives, agents or assigns.

Street – Entire width between the boundaries of every town owned public way or easement.

Street Permit – A permit issued by the Needham Department of Public Works to an Applicant for occupying, obstructing, or excavating within a street, easement, or public or private property.

Trench – An excavation which is narrow in relation to its length, made below the ground surface in excess of 3 feet below grade and the depth of which is, in general, greater than the width, but the width of the trench, as measured at the bottom, is no greater than 15 feet.

Trench Permit – A street permit issued to perform trench excavation work.

Work – Opening, occupying, obstructing or excavating in a public way or excavating a trench on public or private property.

Work day – a period of time between 7:00 a.m. and 5:00 p.m. occurring on a day of the week, except Saturdays, Sundays and holidays observed by the Town of Needham Department of Public Works. The hours may be modified as indicated on the permit.

### SECTION 3 APPLICATION FOR LICENSES AND PERMITS

#### SECTION 3.1 License Requirements

No person may occupy, obstruct, excavate within a street or excavate a trench on public or private property prior to becoming licensed by the Town of Needham. Licenses may be issued by the Department of Public Works in 3-year cycles. All existing licenses will expire on December 1, 2012, and thereafter applicants must seek a renewal of their license if they intend to continue to perform work in the Town. A license renewal fee of \$300 will be required for renewal. Persons seeking to renew their license shall provide a copy of their Massachusetts Hoisting License for licenses that allow for excavation in a public way or any trench on a private or public way, a completed license application form, a check in the amount of \$300 payable to the Town of Needham and shall have had no outstanding violations in the previous licensing period. Examples of violations include but are not limited to, working without a street permit or trench permit, working in violation of the restrictions of street permits such as after 5 PM or on weekends, or work that does not meet town specifications. Such person upon receipt of a license commits to having a competent person on site in accordance with 520 CMR 14.00

Needham Department of Public Works shall require a signature committing the applicant to compliance with the requirements; a valid e-mail address and 24 hour phone number. A list of licensed contractors will be made available to the public via the Town of Needham website and shall be updated on an annual basis.

### SECTION 3.2 Street Permit Requirements

#### Bond and Insurance Requirements

The holder of the permit shall be insured by an insurance carrier licensed to operate in the Commonwealth of Massachusetts. The minimum acceptable insurance amounts are as follows:

##### Public/General Liability

|                 |                    |                        |
|-----------------|--------------------|------------------------|
| Bodily Injury   | \$100,000/person   | \$500,000 single limit |
| Property Damage | \$300,000/accident | \$500,000 single limit |

Depending on the amount, complexity and length of time that a proposed construction work is expected, the Director of Public Works may require an increase of the above minimum insurance limits prior to issuing a permit to the licensed person.

Prior to the issuance of a permit, the Applicant shall deposit, with the Town, a Surety Bond in an amount and form as shall be determined by the Director of Public Works. The amount of the Surety Bond may also be established separately for each permit so that the Town will be protected against loss in the event of the failure of the permit holder to complete the work or make required repairs or restoration of damages involving the work or encroachment authorized by the permit.

The amount of bond for Street Permits shall be computed on the basis of cost required to make proper restoration or repairs. Immediately upon approval of an application for a permit, the Director of Public Works or his designee shall advise the Applicant as to the amount of bond required. An annual blanket Surety Bond, acceptable to the Director of Public Works, may be deposited to avoid the inconvenience and expenses of obtaining individual bonds for each permit requested. The minimum annual bond amount shall be \$5000.

The bond shall be released to the permit holder upon the expiration of the guarantee period. The guarantee period shall be for a period of one year following the placement of the permanent patch (except in cases of work in a road under a moratorium see Section 13). During the guarantee period, the Applicant shall be responsible for the repair and restoration of the surface.



# TOWN OF NEEDHAM

## ENFORCEMENT / FINES

### SECTION 11 ENFORCEMENT AND PENALTIES

Permit Procedures and Regulations. Whoever violates any provision of these procedures may be penalized by a non-criminal complaint in the District Court pursuant to provisions of Massachusetts General Laws, Chapter 40, Section 21D and upon conviction thereof, shall be fined \$100 for Street Permit violations or \$100 for Trench Excavation violations. Each day such violation continues shall constitute a separate offense.

If the work, or any part thereof, mentioned in the preceding sections shall be unskillfully or improperly done, the Town shall cause the same to be skillfully and properly done and shall keep an account of the expense thereof; and, in such cases, such person or utility shall pay the Town an amount equal to the whole of said expense incurred by said Town with an additional amount of 50% to cover indirect costs. The total cost is referred to herein as "recoverable charges". Thereafter, upon completion of the work and the determination of the costs thereof the Town shall issue no further permits to any person or utility until it shall receive payment of said costs.

Any person or utility who continues to violate any regulation of these procedures shall receive no further permits and is subject to license revocation until such time as the Town is satisfied that the person or utility shall comply with the terms of these Procedures and Regulations. A contractor license may be revoked or deemed non-renewable if the inspector deems their craftsmanship or performance sub standard to Needham DPW standards as determined by the Director of Public Works.

Failure to obtain a valid permit or license prior to the start of construction or activity is subject to a "cease and desist order" and may be grounds for license revocation or rejection.

### SECTION 12 MORATORIUMS

Each year, and at the completion of a road construction upgrade or reconstruction project, the DPW will update a list of roads considered to be under a moratorium. The minimum period of the moratorium is for 5-years. Such list will be available at the DPW's Administration office.

Work that results in breaking through pavement, landscaping or curbing within the Right of Way of a road under a moratorium is prohibited except under special circumstances approved by the Town Engineer. In such cases where work is unavoidable the following minimum standards must be met.

# TOWN OF WELLESLEY ENFORCEMENT AND FINES

(g) Coring or Shut Off Holes

|                              |         |
|------------------------------|---------|
| Up to 5 Holes (corings)      | \$15.00 |
| 6 Holes or Greater (corings) | \$35.00 |
| Shut off Holes (each)        | \$35.00 |

(h) There shall be no permit fee for that work being done by a contractor performing or accommodating a Town construction contract.

(i) Work performed by those public utilities subject to regulation under M.G.L. Chapter 164 shall be subject to "Application" fee only

## SECTION VI - FINES AND PENALTIES

- A. Failure to obtain a permit as required in these regulations before commencing the work or, having obtained a permit, failure to comply with these regulations, shall be subject to a fine not exceeding \$50 for each offense. Each day in which violation continues shall constitute a separate offense. The Director reserves the right to suspend or revoke Street Occupancy Permits at any time. Three (3) documented incidents of poor quality of work or failure to comply with these regulations shall result in the suspension of the privilege to work within the public way for one (1) year. For purposes of these regulations, the Director shall be the enforcement officer.

## SECTION VII - RIGHT TO HEARING

Any person accused of violating these rules or regulations shall be notified of the alleged violation, in writing, via certified mail, return receipt requested, which shall set forth a date and time at which a hearing will be held before the Director or his designee in order to afford the person an opportunity to be heard in regard to the alleged violation, with or without counsel, as the person shall choose.

Effective date:  
April 1, 1988

AMENDED: November 1997  
April 15, 2004  
May 15, 2009

# TOWN OF WELLESLEY

## FINANCIAL GUARANTEE

- c. Owners & Contractors Protective
- d. Explosion, Collapse, and Underground
- e. Broad Form Comprehensive General Liability endorsement or equivalent (to include Broad Form Contractual, Personal Injury, Broad form Property Damage, Incidental Malpractice, etc)
- f. Cross Liability

### AUTOMOBILE LIABILITY (Comprehensive Form of Policy)

- 1. Limits of Liability
  - a. Bodily Injury and Property Damage and Combined Single Limit of \$1,000,000  
The Town should be named as an "Additional Insured."
- 2. Arrangement of Coverage
  - a. Employer Non-Owned
  - b. Hired Car
  - c. All Owned or Leased Vehicles

### UMBRELLA

Limit of Liability: \$2,000,000 (minimum) occurrence, \$2,000,000/aggregate. The Town should be named as Additional Insured.

All policies shall provide the Town of Wellesley 15 day's notice of cancellation, non-renewal, or material change. Certificates are to evidence notice. Certificate wording to the effect that carriers will "endeavor to" provide notice and failure to provide notice "shall not impose liability or obligation" are not acceptable.

Exemptions to filing insurance endorsement are made only to other governmental agencies of State and Federal level, and public utility companies.

### D. Certified Bank Check

Before a Street Occupancy Permit is issued, the applicant shall file a certified bank check with the Department of Public Works in the amount of one thousand dollars (\$1,000) for driveway permits and five thousand dollars (\$5,000) for excavation permits. The certified bank check shall be payable to the Town of Wellesley - DPW. All certified bank checks will be deposited in a Street Occupancy Permit Account for a period of five (5) years (guarantee period) for said purpose, with the exception of those regarding driveway aprons, which shall be held for a period of two (2) years for said purpose.

The Director shall be authorized to draw upon the certified bank check account as may be necessary to cover the costs to the Town, including administrative costs, to perform work which a permittee has not satisfactorily performed or maintained said work. The Director shall be authorized to draw upon the certified bank check account without notice, but only after the permittee has failed to perform said work and failed to pay the invoice for the cost of the work



performed by the Town. The Director shall also draw upon the certified bank check account for unpaid invoices resulting from damages to public property.

**No new Street Occupancy Permits shall be issued to a permittee until the full amount of the certified bank check is restored.**

The Director may require a certified check for a higher amount than one thousand dollars (\$1,000) for driveway permits and five thousand dollars (\$5,000) for excavation permits, for reasons such as previous failures to comply with Town rules and regulations, specifications, permit requirements or for large scale projects.

**Exemptions to filing the certified bank check are made only to other governmental agencies of state and federal level and public utility companies.**

E. Location Plan

Scaled drawings, plans or a sketch location map detailing the proposed work (depending on the type of permit applied for) shall be filed with the Director before an excavation permit is issued. A detailed sketch may be drawn on the Permit Request Form or on a separate sheet.

F. Revocation of Permits

The Director may at any time cancel or suspend permits. Cancellation or expiration of insurance endorsement shall result in automatic cancellation of permit. Failure to notify the Director prior to the start of work shall result in the cancellation of permit.

G. Start of Work

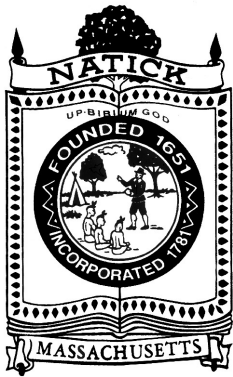
Failure to start work by dates given in permit shall cause the permit to become null and void. A new application fee will be required to begin work. A seventy-two (72) hour notice to the Director prior to starting work is required. Also, prior to the start of work, emergency phone numbers shall be supplied to the Director. No new work shall commence on Fridays.

H. Completion of Work

The permittee shall notify the Director within 24 hours of completion of the work performed under a given permit. Failure to notify the Director will result in no new permits being issued until any deficiencies in the work are remedied.

I. Urgent Work (Emergency)

If, in the judgment of the Director, traffic conditions, the safety or convenience of the traveling public or the public interest require that the excavation work be performed as urgent or emergency work, the Director shall have full power to order that a crew of workers and adequate



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
75 WEST STREET  
NATICK, MASSACHUSETTS 01760  
508-647-6551  
508-647-6560 (FAX)



## Policy Regulating Street Opening Permits

### BOARD OF SELECTMEN

JOHNATHAN FREEDMAN – CHAIRMAN.  
SUSAN SALAMOFF – VICE CHAIR.  
RICHARD JENNETT JR. – CLERK  
AMY MISTROT  
MICHAEL J. HICKEY, JR.

### TOWN ADMINISTRATOR

MARTHA WHITE

### DIRECTOR OF PUBLIC WORKS

JEREMY MARSETTE, P.E.

### ADOPTED

March 9, 1998

### AMENDED

April 9, 2007  
February 9, 2009

June 26, 2017

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## **Policy Regulating Street Opening Permits Town of Natick, Massachusetts**

In accordance with the regulations of the Board of Selectman entitled "Street Excavations" adopted March 9, 1998 and subsequently amended by the Board of Selectmen, upon due notice the Board may from time to time amend and/or revise rules, regulations and specifications for excavations or digging within the limits of the public ways of the Town of Natick and may rule, regulate or specify particulars with respect to any excavation or diggings as aforesaid.

### **1.0 DEFINITIONS**

a. Permittee, Applicant or Contractor shall mean any person, firm partnership, association, society, corporation, company or organization of any kind that is licensed to undertake street openings (excavations) in the Town of Natick.

b. Subcontractor shall mean any person, firm, partnership, association, society, corporation, company or organization of any kind, planning to undertake a street excavation and who is not the actual Street Opening Permit holder.

c. Engineer shall mean Town Engineer of the Town of Natick. He may from time to time delegate certain of these duties to designees who will act in the town's behalf.

d. Street shall mean:

a. Any Town accepted Street (Public Way).

b. Any Way defined by the Town Clerk as "A Way Used and Maintained as a Public Way" (MGL: Chapter 41, Section 81L)

e. Guarantee Period – Each applicant is responsible for the satisfactory maintenance of the trench and/or work area for one year from the **date of acceptance of final required trench restoration**. If the contractor involved does not notify the Engineering Division regarding start of work and inspections as is required elsewhere in these Rules, he may be held responsible for the trench for a period exceeding one year.

Work covered under a permit issued herein is not considered "approved" for bond release purposes until such time as the one year "Guarantee Period" has expired.

f. Duration of Permit - Permits may be issued by the Town Engineer in a given year during the calendar period April 15<sup>th</sup> to November 1<sup>st</sup>. All excavation work must be completed by November 15<sup>th</sup> of that same year. The permit is good for excavation **ONLY** during the calendar period in which it was issued. If the rights granted in a particular permit are not exercised by November 15, the permit shall be null and void. No permit will be allowed to extend to the next calendar season.

G. Street Opening Moratorium – Shall mean the period of time during which openings of a street that have been constructed/resurfaced/reconstructed within the last 5 (five) years are prohibited except by specific approval by the Town Engineer. The moratorium period is calculated from the end of the calendar year in which the roadwork was completed.

H. Emergency – Shall mean a condition or event that may threaten public health or safety, including but not limited to, third party damaged or mechanical failure resulting from water or gas

facility systems leaking, damaged/plugged or leaking sewer or storm drain facility systems, damage resulting in customer service outage to underground electrical and communication facility systems or downed overhead pole structures.

I. Trench Permit - Shall mean that Permit required by the Massachusetts Department of Public Safety pursuant to MGL c.82A and CMR 7.00 (as amended).

## **2.0 STREET OPENING PERMIT**

No person shall make any excavation in a street as defined in Section 1.0d above without first obtaining a Street Opening Permit and if necessary a Trench Permit from the Engineering Division, for each specific excavation, except as otherwise may be provided in these regulations.

Permits may be obtained from the Engineering Division, on a routine basis, between April 15<sup>th</sup> and November 1<sup>st</sup>, with all excavation work to be completed by November 15<sup>th</sup>. For work to be performed outside this time frame, permission must be obtained from the Director of Public Works and the Town Engineer for each specific excavation before the Engineering Division can issue the Permit. Permits must be obtained at a minimum 72 hours prior to the time when the street opening is to occur. As noted later in Section 6.0 of these regulations, once a permit is received, the Engineering Division shall also be notified at least 24 hours prior to the street opening is to take place.

No person shall make any excavation in any Way defined in Section 1.0d above without first obtaining a Permit from the Engineering Division for each specific excavation, except as otherwise may be provided in these regulations. In addition to obtaining this Permit from the Engineering Division, the applicant is responsible for obtaining any and all permission from the private entities involved that own the rights in the way. Evidence of this permission will be required before a Permit will be issued. This evidence will be attached to and become part of the Permit, if it is approved.

Private Ways that are not maintained and publically accepted by the Town of Natick are not covered by these Rules and Regulations. All permission to excavate and occupy the Way must be obtained from the private parties involved.

The permit will be for each specific excavation only. No generic permits will be issued. Work must be performed within the time frame specified and agreed to by the applicant at the time of application. All time requirements specified and required elsewhere in this Policy must be met.

All work undertaken by the permit holder shall be done under the direction of the Town Engineer, or designee, at the sole expense of the permit holder in accordance with the latest edition of the Town of Natick Department of Public Works Construction Standards.

Permits must be kept at the job site during the work and must be shown, upon request, to any authorized Town personnel.

The permit applicant shall comply with the Federal Occupational Safety and Health Act., and any and all regulations promulgated by the Massachusetts Department of Public Safety pursuant to MGL c.82A and 520 CMR 7.00 (as amended).

If a Massachusetts Department of Transportation (MassDOT) Excavation Permit is required due to the location of the proposed work (within the layout of a State Highway), it must be obtained by the

applicant prior to the filing of the application for the Town permit. Upon application for the Town Permit, the MassDOT Excavation Permit will be attached to and become part of the Town permit if it is so approved.

### **3.0 APPLICATION FEE**

At the time of application, all fees associated with the permit must be paid by the applicant. The fee schedule shall be as follows:

|  |          |
|--|----------|
| Up to 30 linear feet of roadway affected           | \$200.00 |
| Each additional 50 linear feet of roadway affected | \$50.00  |
|  |          |

This charge is in addition to any charges assessed by any other Department, Board or Agency as well as in addition to any charges that may be incurred from a Water and Sewer Permit or a Trench Permit that is also assessed by the Engineering Division.

There shall be no fees for work conducted by Town staff or by contractors performing or accommodating a Town construction project.

### **4.0 LOCATION PLAN**

Scaled drawings, plans or sketch location map detailing the proposed work (depending on the type of work to be performed) shall be filed with the Engineering Division before a Street Opening Permit is issued. A detailed sketch may be drawn on the Permit Application or be provided on separate sheets.

### **5.0 PERFORMANCE GUARANTEE**

A satisfactory bond of a surety company authorized to do business in the Commonwealth of Massachusetts or a cash bond, in the minimum sum of five thousand dollars (\$5,000.00), conditioned substantially that the applicant shall guarantee the faithful and satisfactory performance of the work in all respects, and shall replace or restore that portion of any street, highway, way or road in which said applicant, their employees or agents shall make such excavation.

The Town Engineer in their sole discretion may require a performance guarantee in an amount greater than that stated above, if in their consideration the scope of the work requires a larger amount. Additionally, the Town Engineer, may accept one \$25,000.00 bond for multiple excavations if the total value of work does not exceed \$25,000.00

No Street Opening Permit shall be issued until a proper Bond has been submitted and accepted.

The Town will not accept cancellation notices on bonds submitted by an applicant for a permit for which the One Year Guarantee Period has not expired. Coverage must remain in full force for the entire One Year Guarantee Period. It is the responsibility of the applicant to ensure coverage is maintained. The Town requires a Street Opening be covered by the Bond for one full year from date of completion of work.

During the Guarantee Period the permit holder shall be responsible for the restoration, repair, and maintenance of its work. If the restored excavation fails, the permit holder may be required to

completely re-excavate, refill, and repave any permanent restoration. If, at any time, during the Guarantee Period, it is discovered that the permanent restoration was not made in accordance with Town specifications, the permit holder shall be responsible for making proper restoration within a timeframe the Town requires. If the permit holder fails its obligations to repair and/or replace the failed permanent restoration, the Town shall be authorized to draw upon the Performance Guarantee.

In the event that the permittee is unable to successfully perform a permanent restoration to a street cut or excavation, upon the approval of the Director of Public Works, the Town, shall perform the permanent restoration. The permittee shall pay to the Town the total cost of the work based upon the actual cost of the restoration as performed by the Town with an additional amount of 50% to cover indirect costs. No new permits for any excavation shall be issued to said permittee until full payment is made.

## 6.0 INSURANCE

The Contractor shall not commence work until all insurance and bonds required have been obtained and until copies of policies and certificates thereof are submitted to the Engineering Division.

Such insurance shall protect the Town of Natick, its agents, elected and appointed officials, commission members and employees against liability, loss or expense on the account of damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way out of or in connection with or resulting from the work or service performed on behalf of the Town of Natick. The Town of Natick shall be listed as Certificate Holder.

### COMPENSATION AND EMPLOYER'S INSURANCE:

\*(REQUIRED ONLY IF THE CONTRACTOR IS DOING WORK FOR THE TOWN)

The Contractor agrees to comply with Workers' Compensation Laws of the State and to maintain a Workers' Compensation and Employer's Liability Policy. This policy shall be endorsed to provide All States Coverage and Voluntary Compensation Coverage. The policy will also include coverage for United States Longshoreman's and Harbor workers' coverage. No Street Opening Permit shall be issued until a proper Certificate of Insurance has been submitted for the applicant and their subcontractors.

|  |                         |           |
|--|-------------------------|-----------|
| <b>Worker's Compensation<br/>And Employer's<br/>Liability<br/>Statutory Limits</b> | Each Accident           | \$500,000 |
|  | Disease – Policy Limit  | \$500,000 |
|  | Disease – Each Employee | \$500,000 |

### COMMERCIAL GENERAL LIABILITY INSURANCE:

The Contractor shall provide Commercial General Liability Insurance, Blanket Broad Form Contractual Liability, explosion, collapse or structural injury to property of others including underground utility facilities, contractor's protective liability, if subcontracting is authorized, and products and completed operations for a minimum of one year after acceptance of the work. Any renewal certificates shall be filed with the Engineering Division.

|  |                         |             |
|--|-------------------------|-------------|
| <b>Bodily Injury and Property Damage</b> | General Aggregate       | \$2,000,000 |
|  | Products – Comp/Op Agg. | \$2,000,000 |
|  | Each Occurrence         | \$2,000,000 |
|  | Personal Injury         | \$1,000,000 |
|  | Fire Damage             | \$100,000   |
|  | Medical Payments        | \$10,000    |

**OWNER'S PROTECTIVE LIABILITY INSURANCE:**

The Contractor shall provide Owner's Protective Liability Insurance in the name of the Town of Natick, including Officers and employees of the Town of Natick, insuring against bodily injury and property damage liability for which they may become legally obligated to pay as damages sustained by any persons, caused by accident and arising out of operations performed for the named insured by independent contractors and general supervision thereof.

Bodily Injury and Property Damage: \$ 2,000,000 (Minimum)

**BUSINESS AUTOMOBILE POLICY:**

The contractor shall provide Automobile Liability insurance which shall include coverage for all leased, owned, non-owned and hired vehicles

Combined Single Limit for Bodily Injury and Property Damage: \$1,000,000

**COVERAGE FOR HAZARDS:**

Policies submitted to the Town must include coverage for explosion, collapse or underground hazards. XCU Exclusions must be "waived" or "included" and this must be so stated on the Certificate of Insurance

**INSURANCE SUMMARY:**

The Contractor may, at their option, provide the limit of liability as set out above by a combination of the above described policy forms, including an Umbrella or Excess liability Policy. The Excess or Umbrella must provide coverage on at least a following form basis.

It is a condition of this policy that the insurance policies waive any and all government immunity as a defense in any action brought against the insured or any other party.

The Contractor shall provide insurance to cover operating hazards during the period of placing the facility in operation and during testing, and until such times as the facilities are completed and accepted for operation by the Town and written notice of that fact has been issued by the Town.

Approval of the insurance by the Town shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Town does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

The Town shall be given at least 30 days written notice of cancellation, non-renewal, or material change of the required insurance coverage

All responsibility for payment of any sums resulting from any deductible provisions, or self-insured retention conditions of the policy or policies shall remain with the Contractor

The insuring company or agent shall deliver to the Engineering Division, certificates of all insurance required signed by an authorized representative of the insurance company and stating that all provisions of the specified insurance requirements are satisfied. The certificates shall be submitted directly to the Engineering Division for review and approval.

The Contractor shall not begin any work until the Town has reviewed and approved the insurance certificates and so notified the Contractor directly in writing. Any notice to proceed that is issued shall be subject to such approval by the Town.

#### ADDITIONAL INSURED:

The Town of Natick must be named as an additional insured and this must be so shown on the Certificate of Insurance. Refer to Attachment 3 for sample form.

#### GENERAL INDEMNITY:

The Contractor shall indemnify, defend and save harmless the Town of Natick, its appointed or elected officials, commission members, employees, agents and each of them for any and all suits, actions, legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind or nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control of on its behalf in connection with or incident to its performance of the Contract.

Property Damage Liability shall include damage to property caused by explosives and blasting, or by vehicles or equipment, or on account of trenches or from any other cause. The Town Engineer may, in their sole discretion, require increased limits of insurance for property damage.

Utility companies that are self-insured must present a certificate or document proving their financial responsibility in at least the minimum limits as are herein described.

The applicant, their subcontractors and agents shall carry, at a minimum, the above insurance limits.

No Street Opening Permit shall be issued until a proper Certificate of Insurance has been submitted for the applicant, their subcontractors and agents.

If a Contractor carries an excess liability policy (an "umbrella" policy), the Engineering Division reserves the right to verify that the policy meets at least the minimum insurance requirements of these Rules and Regulations.

It is the responsibility of the applicant to ensure that their insurance coverage remain in full force for the entire One Year Guarantee Period. If the policy submitted by an applicant expires before the

expiration of the One Year Guarantee Period, he must present the Engineering Division with a new Certificate of Insurance covering the remainder of the One Year Guarantee Period.

The instrument must be so written so as to allow the Town of Natick to perform work deemed necessary by the Town Engineer to correct any deficiencies and all costs incurred by the Town may be applied against the Performance Bond if they are not recovered after billing to the Permittee. Public Utility Companies, State and Federal Agencies are exempt from this section. The Town will give the Permittee eight (8) hours notice to make the necessary repairs.

Insurance Certificates shall be provided in the name of the permit applicant only.

Any subsequent agreements between said applicant and a subcontractor engaged by him shall be considered a private matter, as the Town considers all issues having to do with obtaining the permit and performance of the work the responsibility of the permit holder.

The Town Engineer may at any time cancel or suspend permits (licenses) for cause. Cancellation of insurance endorsement automatically cancels the permit.

Any Subcontractor (refer to Section 1) planning to undertake a Street Opening must, before such excavation commences, present the Engineering Division with insurance certificates and bonds in amounts identical to those specified elsewhere in these Regulations. Failure to do this may result in immediate shutdown of the work

It shall be the sole responsibility of the Permit Holder to submit the proper bonds and insurance. Failure to do so may result in denial of future permits.

## **7.0 START OF WORK AND INSPECTIONS**

Work shall commence as near to the starting date, as specified in the permit, as possible. A twenty-four (24) hour notice to the Town Engineer or their designee prior to start of work is required, except in critical areas. In critical areas, a forty-eight (48) hour notice to the Town Engineer or their designee prior to start of work is required and a preconstruction meeting held with representatives from the Police Department and Engineering Division at a minimum. The permittee will provide a traffic management plan for review and approval. Critical areas are considered to be street intersections, arterial routes and streets within the downtown shopping and business areas. Streets considered as arterial routes are:

**West Central Street, East Central Street, Speen Street, Hartford Street, South Main Street, North Main Street, Eliot Street, Pond Street; Union Street, Pleasant Street, Marion Street, Bacon Street, Oak Street, Washington Ave., Mill Street, Cottage Street, and Walnut Street.**

All trenches, excavations, and utility installations for which a Street Opening Permit is required and for which one is granted, must be inspected by the Town Engineer or their designee before any part of the work is backfilled. It is the responsibility of the applicant to properly notify the Engineering Division and request the inspection. If the trench is not properly inspected, the Engineering Division reserves the right to require the applicant to re-excavate all or a portion of the work.

In addition to the requirements of the previous paragraph, the Contractor must also call the Engineering Division by 7:30 A.M. on the day the work is to begin in order to schedule inspections by Engineering

Division personnel. Not properly notifying the Engineering Division as is herein described may result in the Contractor being held responsible for the trench for a period longer than one year. Such a failure may also result in further permits being delayed or denied.

Failure to start work by Permit expiration shall cause the permit to become null and void. A new permit application and permit fees shall be submitted to trigger application approval.

## **8.0 COMPLIANCE TESTING**

In general, where compliance to the requirements of these Regulations and their intent is in question, the Permittee, at their expense shall provide any and all proof of compliance to the Department of Public Works. Acceptable proof shall be by, but not limited to, approved independent laboratory tests, approved independent field tests, shop drawings and certifications of compliance from manufacturers. Specific tests as required by regulations and specifications shall be performed.

## **9.0 EMERGENCY ACTION**

Nothing in these rules shall be construed to prevent the making of such excavations as may be necessary for the preservation of life or property or for the location of trouble in conduit, cable, or pipe, or other buried structure or appurtenance. The entity making such excavation shall apply to the Engineering Division for such a permit on the first working day after such emergency work is commenced.

The person engaged in emergency action shall notify the Engineering Division, Police Department, Dig Safe, and the Public Utility companies at the start of the emergency work.

## **10.0 TRAFFIC SAFETY**

The Permittee shall take appropriate measures to ensure that during the performance of the excavation so far as is practicable, normal traffic conditions be maintained at all times, causing as little inconvenience as possible to the occupants of abutting property and to the general public

The Permittee, where possible, shall maintain safe crossings for two lanes of vehicular traffic at all public intersections, as well as safe crossings for pedestrians at intervals of not more than three hundred feet. If any excavation is made across a public way, it shall be made in sections to ensure safe crossing for both vehicles and pedestrians. If the way is not wide enough to hold the excavated material for part-time storage and still allow safe passage of traffic, the material shall be immediately removed from the location.

The Traffic Safety Officer may permit the closing of streets and walks to all traffic for a period of time prescribed by him if, in their opinion, it becomes necessary. If a street is so closed, it is the applicant's responsibility to notify the ***Police, Fire and School*** Departments.

Warning signs shall be placed at sufficient distance from the construction operation to alert all traffic coming from both directions. Cones or other approved devices shall be placed to channel traffic, all in accordance with any requirements of the Traffic Safety Officer.



Warning signs, lights, and other precautions as may be necessary for the purpose, unless specified by the Town Engineer or Traffic Safety Officer shall conform to the latest requirements and practice of the Massachusetts Department of Public Works. All costs incurred, including those for traffic warning signs, barriers, flagman, policeman, etc. shall be fully borne by the Permittee.

All Street Openings may require the presence of a Police Officer or a certified Road Flagger to be on duty for traffic safety. If, in the determination of the Police Chief (or their designee), a Police detail officer or certified Road Flagger will not be necessary then the Permittee will be required to return to the Engineering Office a copy of the Street Opening Permit with the appropriate Police Department signatures stating a detail will not be required.

## **11.0 ACCESS TO VITAL STRUCTURES**

The excavation work shall be performed and conducted so as not to interfere with access to fire hydrants, fire stations, fire escapes, water gates, underground vaults, catch basins, or any other vital public necessity as designated by the Town Engineer or their designee.

## **12.0 RELOCATION AND PROTECTION OF UTILITIES**

The Permittee shall not interfere with any existing utility without the written consent of the Town Engineer and the owner of the utility. If it becomes necessary to relocate an existing utility, this shall be done by its owner and the cost of such work borne by the permittee. The permittee shall inform itself as to the existence and location of all underground utilities and protect the same against damage. The permittee shall adequately support and protect (by timbers, sheeting, etc) all pipes, conduits, poles, wires, cables or other appurtenance *which* may be in any way affected by the excavation work, and do everything necessary to support, sustain and protect them under, over, along or across such work area. In the event any of said pipes, conduits, poles, wires, cable or appurtenance be damaged (and for this purpose pipe coatings or outer encasements or similar type protective devices are to be considered as part of a sub-structure), such damage shall be repaired by the agency or persons owning them and the expense of such repairs borne by the permittee. The permittee shall be responsible for any damage done to any public or private property by reason of the breaking of any water pipes, sewer gas pipe, electric conduit or other such similar type appurtenance.

## **13.0 NOTIFICATION TO PUBLIC UTILITY COMPANIES**

The permittee shall in accordance with the General Laws of the Commonwealth of Massachusetts, currently in effect, give notice to public utility companies before making excavation in a public way.

## **14.0 DIG SAFE**

A valid "Dig Safe" number shall be obtained for each application. No application will be accepted without it. It will be the applicant's responsibility to comply with all Dig Safe rules, regulations and guidelines.

## 15.0 PROTECTION OF ADJOINING PROPERTY

The permittee shall at all times and at their own expense preserve and protect from injury any adjoining property by providing proper foundations, and by taking such other precautions as may be necessary for the purpose. The permittee shall, at their own expense, shore up and protect buildings, trees, walls, fences or other property likely to damage during the process of the excavation work and shall be responsible for all damage to public or private property or highways resulting from its failure to properly protect and carry out said work. The permittee shall not remove, even temporarily, any trees or shrubs which exist in planting step areas without first obtaining the consent of the Town Engineer or their designee. The following policy will be adhered to in the case a tree is destroyed by the permittee or a tree is authorized for removal by the Town Engineer or their designee:

- All tree stumps and debris resulting from the work **shall** be removed from the location.
- A replacement shall be made by the permittee for each tree removed or destroyed with a minimum caliper of 2-1/2 inches or greater; the species and place of relocation to be designated by the Tree Warden planted in place and it must be balled and burlapped.
- The permittee shall deliver to the Town Engineer a bonafide order, placed with a recognized established nursery before installing the authorized trees. The order shall include in it a statement that the size and species required will be in accordance with "USA Standard for Nursery Stock" and that planting will be done in accordance with the applicable provisions of "Massachusetts Department of Public Works Standard Specifications".
- **All protective work carried out or deemed necessary affecting buildings must be approved by the Building Inspector.**
- For roadside planting the following type trees will be acceptable subject to approval by the Tree Warden as to which specific species is best for the location where the tree is planted: Norway Maple, Sugar Maple, Crimson King Maple, European linden or approved Equal.
- In certain areas of the Town, ornamental trees, such as Flowering Crab, European Mountain Ash, Japanese Flowering Cherry, Moraine Ash and Washington Hawthorne are acceptable as replacement trees. These trees are purchased by height and not by caliper and must be balled and burlapped.
- They must conform to the following minimum heights: 5'-6' Flowering Crabs and Flowering Cherries, and 6'-8', Moraine Ash, European Mountain Ash and Washington Hawthorne. In areas under utility wires, the tree replacement policy will be governed by both the Town Tree Warden and the Electric Company's standards at the time of the work being completed.

## 16.0 PROTECTIVE MEASURES

It shall be the duty of every person cutting or making any excavation in a street to place and maintain such barriers and devices necessary for the "Public Safety" as may be required by the Town Engineer immediately following said excavation

Barriers shall meet the requirements of the Town Engineer and Traffic Safety Officer. Warning lights shall be flares, torches, lanterns, electric markers or flashers and used to indicate the hazard to traffic from sunset of each day to sunrise the next day. Lanterns shall have clear, red or ruby globes. Electric

markers or flashers shall emit light at sufficient intensity and frequency to be visible at a reasonable distance for safety. Reflectors or reflecting material may be used to supplement, but not replace, light sources. The type of warning lights to be used in any particular location is subject to the approval of the Town Engineer and Traffic Safety Officer. Flares or lanterns should be used on all single or small excavation within pavement lines.

## **17.0 EXCAVATED MATERIAL**

All material excavated shall be removed from the site, except in such cases as the material is deemed suitable for backfill by the Town Engineer or their designee. Any material excavated and deemed unsuitable for backfill shall be both removed and replaced with suitable material at the permittee's expense. It is the sole responsibility of the applicant to remove and dispose of all excess material at a legally approved site.

## **18.0 CONSTRUCTION MATERIALS AND EQUIPMENT**

Construction materials and equipment on the site shall be limited in quantity and space occupying area so as to not unduly hinder and block the way.

## **19.0 DUST AND CLEAN-UP**

As the excavation work progresses, all ways shall be thoroughly cleaned of all rubbish, excess earth, rock and other debris. The permittee shall take necessary precautions to prevent and avoid dust and to keep the ways clean each day. All cleaning operations shall be accomplished at the expense of the permittee and shall be carried out to the satisfaction of the Town Engineer or their designee.

## **20.0 PROTECTION OF GUTTERS AND BASINS**

The permittee shall maintain all gutters free and unobstructed for the full depth of the adjacent curb and for at least 3' in width from the face of such curb at the gutter line. Catch basins shall be kept clear and serviceable.

The appropriate environmental protection methods should be employed to ensure that run-off from construction does not cause problems with the town storm drainage system. The appropriate combination of hay bales and erosion control barriers shall be incorporated onto the site. A catch basin filter bag shall be installed in catch basins downstream of the construction site (as directed by the Town Engineer or their designee) to prevent harmful silt and debris from entering the storm water inlet.

The permittee shall make provisions to take care of all surface water, mud, silt, residue or other run-off pumped or removed from excavations and shall be responsible for any damages resulting from their failure to so provide.

## **21.0 HOURS OF OPERATION**

Each permittee shall conduct and carry out excavation work in such a manner as to avoid unnecessary, inconveniences and annoyance to the general public and occupants of neighboring property. Work covered under the Street Opening Permit shall be restricted to 7:00am to 4:00pm, Monday through Friday unless prior approval is given by the Town Engineer or in cases of an emergency as defined in Section 1.0H.

## **22.0 TRENCHES**

The maximum length of open trench permissible at any time shall be in accordance with existing normal municipal standards or as may be specified by the Town Engineer or their designee. No greater length shall be open for pavement removal, excavation, construction, backfilling, patching and other operations without the written permission of the Town Engineer.

The permit applicant shall comply with the Federal Occupational Safety and Health Act., and any and all regulations promulgated by the Massachusetts Department of Public Safety pursuant to MGL c.82A and 520 CMR 7.00 (as amended).

No trench shall be left open over night unless specifically authorized by the Town Engineer or their designee. Proper protection (i.e. plates) must be employed on construction sites to ensure the appropriate protection during non-working hours.

## **23.0 PROMPT COMPLETION OF WORK**

After an excavation is commenced, the permittee shall prosecute with diligence and expedition, all excavation work covered by the excavation permit and shall promptly complete such work and restore the way to its original condition or as near as may be, so as not to obstruct the way or travel thereon more than is reasonably necessary.

## **24.0 BREAKING THROUGH PAVEMENT**

The use of hydro-hammers or heavy duty pavement breakers for breaking pavement are limited on all streets unless written permission is granted by the Town Engineer for their use after due consideration of the location, the condition of the street and the depth of saw cutting required ahead of the use of the hammers.

Approved cutting of bituminous pavement surface ahead of excavation is required to confine pavement damage to the limits of the trench. Sections of bituminous or cement concrete sidewalks shall be removed to the nearest score-line or approved saw cut edge.

Unstable pavement shall be removed over cave-outs and over breaks and the sub-grade shall be treated as the main trench.

Pavement edges shall be trimmed to a vertical face and neatly aligned with the center line of the trench. Cut-outs outside of the trench lines must be normal or aligned parallel to the center line of the trench

Generally excavations shall be made in open cut. Tunneling will be allowed by special permission of the Town Engineer.

Before the permittee starts any excavations, he must confer with the Gas, Telephone and Electric companies, Highway Division, Water and Sewer Division and the Engineering Division to obtain all information from each as to the depth of trench, location of all utilities, and other conditions as to where and how the excavation shall be made. All safeguards such as lanterns, barriers, and signs shall be maintained at all times by the permittee (licensed installer) while the work is in progress.

## **25.0 BACKFILLING**

The trench in the street must be filled the same day it is opened unless the applicant is otherwise directed by the Town Engineer or their designee. The trench shall be backfilled to existing line and grade to accommodate the thickness of asphalt required. Refer to the Department of Public Works Construction Standards for details.

The permittee shall maintain the surface of the trench and shall promptly replace or fill with similar material any depression, dip, pothole or other defect that appears during the Guarantee Period.

Trenches shall be backfilled in 12" lifts from the bottom of the excavation. Each lift shall be thoroughly compacted by means of a vibratory or mechanical compactor before the next lift is laid in place. Bituminous concrete, cement concrete, sticks, logs, metal, loam, organic materials, etc. shall not be used as backfill. When, in the opinion of the Town Engineer, the excavated material is not available as backfill, it shall be removed from the site and the trench shall be backfilled with approved bank run gravel.

The Town Engineer or their designee may require the use of Excavatable Controlled Density Fill (Flowable Fill) during backfilling. Within the limits of the pavement, the trench shall be backfilled with Flowable Fill to an elevation of four (4) inches below the top of the paved surface. The adjacent material extending one (1) foot beyond each side of the trench shall be removed, to a depth of four (4) inches. The perimeter of the trench shall be saw cut to provide a clean vertical joint. The vertical faces of the adjoining pavement shall then be coated with a Rapid Setting Type 1 (RS-1) emulsion. The pavement shall be installed as specified in Section 27.0 (Restoration of Permanent Paving).

Puddling of the trench backfill material will not be allowed, unless prior authorization is obtained from the Engineering Division.

## **26.0 TEMPORARY PAVEMENT RESURFACING**

If temporary resurfacing is to be placed due to location of work, time of year, or other applicable reason, the temporary pavement shall be plant mixed hot asphalt as produced in accordance with the Standard Specifications of the Massachusetts Highway Department and is to be a minimum of three inches thick.

As soon as is consistent with the final permanency of the work, or as required by the Town Engineer, the temporary pavement shall be excavated to the required grade in order to place the permanent bituminous concrete pavement.

## **27.0 RESTORATION OF PERMANENT PAVING**

All permanent paving shall be done in accordance with the Town of Natick Department of Public Works Construction Standards and at the expense of the permittee.

The permittee shall remove and acceptably dispose of **all** excavated material before proceeding with the remainder of the work and shall thoroughly compact the surface of the sub-base. Any broken or irregular edges of existing pavements shall be cut away in straight lines as directed leaving a sound vertical face at least twelve inches back from the edge of the existing pavement.

The bituminous concrete base and top shall be laid and rolled in two courses. The binder (base course) shall be a minimum two and one half inches in depth and the top course shall be a minimum one and one half inches in depth. The base course of the permanent pavement shall be placed and carefully raked to a minimum surface and thoroughly rolled to the required thickness. Before placing the base course of the permanent pavement, the edge of the original bituminous surfacing shall receive an application of approved asphalt emulsion so that the new pavement material may be properly bonded to the old. The top course of the permanent paving shall be placed to a grade that will match the existing bituminous surface after rolling.

The permanent paving shall not overlap the existing pavement and will not have to be applied with a mechanical spreader unless otherwise directed.

The Permittee shall furnish, place, grade, and compact Bituminous Concrete Pavement of Class 1, Type I-1 as shown and specified in the latest Massachusetts Highway Department Standard Specifications for Highways and Bridges.

Under certain circumstances where trenches are considered extensive (multiple adjacent excavations) it shall be required, upon completion of patching trenches, to overlay the affected area for the full width of roadway and at least 30 ft. beyond the affected area with one and one half inch of dense graded bituminous concrete.

Curb to curb overlays 15 feet either side of the trench will be required for pavements which are less than five years old and for other pavements which are void of cracks, potholes, patches, and are in good condition, in the opinion of the Town Engineer. The Town Engineer shall, in all cases, have the sole discretion as to the restoration of the pavement.

If, upon excavation of the trench, it is discovered that existing pavements thickness is greater than the replacement thickness herein specified, the Town Engineer reserves the right to require the applicant to match the existing thickness when the trench is re-paved.

The Town Engineer may, at their discretion, require a roadway surface be given infrared treatment, if they determine it is warranted by the age or condition of the roadway surface.

All sidewalks dug through shall be carefully patched after backfilling a bituminous concrete sidewalk shall be squared off and patched with the same material and rolled so as to provide a continuous smooth surface. Cement concrete sidewalks shall be repaired by making a new concrete block or blocks through which the trench passes. Pre-formed expansion joints, when deemed necessary, will be installed against buildings, walls, steps, foundations or existing concrete blocks. The new cement concrete square shall be made of Air Entrained Class "A" (4000 psi.) mix or better and be matched in

color with the remaining sidewalk as nearly as possible. All concrete must be cured by covering with material in accordance with the best known concrete curing procedures. All walks shall be laid over a minimum of 12 inches of well compacted gravel cement concrete and shall be treated with silicone or linseed oil sealer for salt damage prevention. The permittee shall be responsible for repairing any damage done to public utilities (water, sewer, gas, electric, telephone, etc.) or to Town trees, shrubs, poles or signs which may be disturbed or damaged while doing the work or account thereof. The permittee shall be responsible for the maintenance of the street opening excavation trench for one year after the date of completing the installation except where such maintenance is made necessary by the act or neglect of another.

## **28.0 CEMENT CONCRETE PATCH PAVING**

All restoration of cement patch paving areas shall be done at the expense of the permittee and must meet the specification of the Department of Public Works.

In instances when an open cut is permitted, provisions for patching will require wherever practical, that a six inch reinforced or precast concrete slab be laid over the backfilled trench extending one foot beyond either side of the edge of surface and allowing for a three inch Bituminous Concrete Type I-1 surface all as shown on the detail sheet Attachment 2 entitled "Typical Street Replacement Detail."

When approved, the concrete slab may be cast-in-place conforming to Massachusetts Standard Specifications for Class "F" Cement concrete and additionally, shall be High-Early Strength. The slab shall have steel reinforcing for tensile strength placed in accordance with good engineering practices. The permittee must place temporary heavy duty steel plating adequate to carry heavy traffic over the trench area until the concrete is sufficiently cured

Consideration may under certain limited conditions be given to the elimination of the concrete patch, allowing underground utility installations to be made where the permittee agrees to replace foundation and base material in kind, and to satisfactorily maintain a temporary (plant mixed hot-asphalt) bituminous concrete Type I-1 patch for a period of one year at which time a permanent patch with approved material shall be installed. In this case, a specific bond may be required to insure the continued maintenance of the temporary patch and the construction of the permanent patch at the end of the one year period.

## **29.0 RESTORATION OF PAVEMENT MARKING**

All permanent paving markings (crosswalks, traffic center lines, etc.) that are obliterated or damaged during construction shall be repainted by or under the direction of the Town Engineer of the Town of Natick at the expense of the permittee.

## **30.0 RESTORATION OF GRASS PLOTS/LOAM STRIPS**

Upon completion of excavation, all grassed areas and loam strips within the Town way that have been disturbed, shall be restored with sod or loam and grass seed. The One Year Guarantee Period also applies to these surfaces.

### **31.0 EXTENDED MAINTENANCE FEE – NEW PAVEMENT**

Each year, and at the completion of a road construction upgrade or reconstruction project, the Department will update a list of roads considered to be under moratorium. The minimum period of the moratorium is for five (5) years. Such list will be available at the Engineering Division's office.

Work that results in the breaking through of pavement, landscaping, or curbing within the Right of Way of a road under moratorium requires specific approval by the Town Engineer. The Applicant must provide evidence that the work is of an urgent nature, attempts were made to avoid the cutting of the new pavement, and the proposed work will minimize impacts to the new pavement.

In such cases where work is unavoidable the following standards (at a minimum) must be met:

- The trench shall be filled with Controlled Density Fill (CDF). The CDF must be batched at a concrete plant, must be flowable, require no vibrating, and the finished product must be excavatable without the use of power tools.
- Curb to curb mill and overlay coverage a minimum distance of fifteen (15) feet beyond edge of disturbance.
- The pavement joints shall be sealed with emulsion and sand cover. There shall be a smooth transition from existing to new pavement.
- The Town Engineer may prescribe additional restoration requirements as conditions warrant.

An Extended Maintenance Fee will be charged for cuts in newly paved streets as follows:

|                                     |   |                             |
|-------------------------------------|---|-----------------------------|
| New pavement, 12 months old or less | - | \$5,000                     |
| 13 months to 24 months old          | - | \$4,000                     |
| 25 months to 36 months old          | - | \$3,000                     |
| 37 months to 48 months old          | - | \$2,000                     |
| 49 months to 60 months old          | - | \$1,000                     |
| 61 months or older                  | - | No Extended Maintenance Fee |

The Extended Maintenance Fee shall be in addition to standard permit fees.



## Policy Regulating Street Opening Permits

ADOPTED

March 9, 1998

AMENDED

April 9, 2007

February 9, 2009

June 26, 2017

By: \_\_\_\_\_  
Martha White  
Town Administrator

### BOARD OF SELECTMEN

\_\_\_\_\_  
JONATHAN FREEDMAN – CHAIRMAN

\_\_\_\_\_  
SUSAN SALAMOFF – VICE CHAIR

\_\_\_\_\_  
RICHARD JENNETT JR. - CLERK

\_\_\_\_\_  
AMY MISTROT

\_\_\_\_\_  
MICHAEL J. HICKEY, JR

EFFECTIVE DATE: July 1, 2017



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
75 WEST STREET  
NATICK, MASSACHUSETTS 01760  
508-647-6551  
508-647-6560 (FAX)



**Policy Regulating Street Opening Permits Rules and Specifications Regulating  
Street Openings**

**BOARD OF SELECTMEN**

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~~SUSAN SALAMOFF~~ JOSHUA OSTROFF – VICE CHAIR.  
~~RICHARD JENNETT JR.~~ KRISTINE M. VAN AMSTERDAM - CLERK  
~~CAROL A. GLOFF~~  
~~JOHN CONNOLLY~~  
AMY MISTROT  
MICHAEL J. HICKEY, JR.

**TOWN ADMINISTRATOR**

MARTHA WHITE

**DIRECTOR OF PUBLIC WORKS**

~~JEREMY MARSETTE, P.E.~~ CHARLES J. SISITSKY

**TOWN ENGINEER**

~~MARK COVIELLO, P.E.~~

**RECORDS AND PERMITS ENGINEER**

~~WILLIAM DEROSA~~

**PROJECT ENGINEER**

Formatted: Centered

JOHN DIGIACOMO

ADOPTED

March 9, 1998

AMENDED

April 9, 2007

February 9, 2009

June 26, 2017

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| 14              | <del>242</del>  | Breaking through Pavement                          |
| 15              | <del>253</del>  | Backfilling  |
| <del>156</del>  | <del>264</del>  | Temporary Pavement Resurfacing                     |
| <del>156</del>  | <del>275</del>  | Restoration of Permanent Paving                    |
| 17              | <del>286</del>  | Cement Concrete Patch Paving                       |
| <del>178</del>  | <del>297</del>  | Restoration of Pavement Marking                    |
| <del>178</del>  | <del>3028</del> | Restoration of Grass Plots/Loam Strips             |
| <del>17</del>   | <del>31</del>   | <del>Extended Maintenance Fee – New Pavement</del> |
| <del>49</del>   |                 | <del>Attachments</del>                             |
| <del>20</del>   |                 | <del>#1: Copy of Street Opening Permit</del>       |
| <del>24</del>   |                 | <del>#2: Typical Street Replacement Detail</del>   |
| <del>22</del>   |                 | <del>#3: Typical Insurance Certificate</del>       |
| <del>1923</del> |                 | <del>#4: Trench Permit</del>                       |
| <del>28</del>   |                 | Signature Page                                     |

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**Policy Regulating Street Opening Permits~~Rules and Specifications Regulating~~  
~~Street Openings~~  
Town of Natick, Massachusetts**

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In accordance with the regulations of the Board of Selectman entitled "Street Excavations" adopted March 9, 1998 and ~~amended April 9, 2007 and February 9, 2009, subsequently amended~~ by the Board of Selectmen, upon due notice the Board may from time to time amend and/or revise rules, regulations and specifications for excavations or digging within the limits of the public ways of the Town of Natick and may rule, regulate or specify particulars with respect to any excavation or diggings as aforesaid.

**1.0 DEFINITIONS**

a. Permittee, Applicant or Contractor shall mean any person, firm partnership, association, society, corporation, company or organization of any kind that is licensed to undertake street openings (excavations) in the Town of Natick.

b. Subcontractor shall mean any person, firm, partnership, association, society, corporation, company or organization of any kind, planning to undertake a street excavation and who is not the actual Street Opening Permit holder.

c. Engineer shall mean Town Engineer of the Town of Natick. He may from time to time delegate certain of these duties to designees who will act in the town's behalf.

d. Street shall mean:

a. Any Town accepted Street (Public Way).

b. Any Way defined by the Town Clerk as "A Way Used and Maintained as a Public Way" (MGL: Chapter 41, Section 81L)

e. ~~Guarantee Period-of-Responsibility~~ - Each applicant is responsible for the satisfactory maintenance of the trench and/or work area for one year from the **date of acceptance of final required trench restoration**. If the contractor involved does not notify the Engineering ~~Department~~Division regarding start of work and inspections as is required elsewhere in these Rules, he may be held responsible for the trench for a period exceeding one year.

Work covered under a permit issued herein is not considered "approved" for bond release purposes until such time as the one year "~~Guarantee Period-of-Responsibility~~" has expired.

f. Duration of Permit - Permits may be issued by the Town Engineer in a given year during the calendar period April 15<sup>th</sup> to November 1<sup>st</sup>. All excavation work must be completed by November 15<sup>th</sup> of that same year. The permit is good for excavation **ONLY** during the calendar period in which it was issued. If the rights granted in a particular permit are not exercised by November 15, the permit shall be null and void. No permit will be allowed to extend to the next calendar season.

G. Street Opening Moratorium - Shall mean the period of time during which ~~non-emergency~~ openings of a street that have been ~~constructed~~/resurfaced/~~reconstructed~~ within the last 5 (five) years

are ~~prohibited except by specific approval by the Town Engineer, not allowed.~~ The moratorium period is calculated from the end of the calendar year in which the roadwork was completed.

H. Emergency – Shall mean a condition or event that may threaten public health or safety, including but not limited to, third party damaged or mechanical failure resulting from water or gas facility systems leaking, damaged/plugged or leaking sewer or storm drain facility systems, damage resulting in customer service outage to underground electrical and communication facility systems or downed overhead pole structures, in which the safety of the public is endangered or where corrective action is required to maintain or restore essential public utility service.

I. Trench Permit - Shall mean that Permit required by the Massachusetts Department of Public Safety pursuant to MGL c.82A and CMR 7.00 (as amended).

## **2.0 STREET OPENING PERMIT**

No person shall make any excavation in a street as defined in Section 1.0d above without first obtaining a Street Opening Permit and if necessary a Trench Permit from the Engineering ~~Department~~Division, for each specific excavation, except as otherwise may be provided in these regulations.

Permits may be obtained from the Engineering ~~Department~~Division, on a routine basis, between April 15<sup>th</sup> and November 1<sup>st</sup>, with all excavation work to be completed by November 15<sup>th</sup>. For work to be performed outside this time frame, permission must be obtained from the Director of Public Works and the Town Engineer for each specific excavation before the Engineering ~~Department~~Division can issue the Permit. Permits must be obtained at a minimum 72 hours prior to the time when the street opening is to occur. As noted later in Section 6.0 of these regulations, once a permit is received, the Engineering ~~Department~~Division shall also be notified at least 24 hours prior to the street opening is to take place.

No person shall make any excavation in any ~~other~~ Way defined in Section 1.0d above without first obtaining a Permit from the Engineering ~~Department~~Division for each specific excavation, except as otherwise may be provided in these regulations. In addition to obtaining this Permit from the Engineering ~~Department~~Division, the applicant is responsible for obtaining any and all permission from the private entities involved that own the rights in the way. Evidence of this permission will be required before a Permit will be issued. This evidence will be attached to and become part of the Permit, if it is approved.

Private Ways that are not maintained and publically accepted by the Town of Natick are not covered by these Rules and Regulations. All permission to excavate and occupy the Way must be obtained from the private parties involved.

The permit will be for each specific excavation only. No generic permits will be issued. Work must be performed within the time frame specified and agreed to by the applicant at the time of application. All time requirements specified and required elsewhere in ~~this Policy~~these Rules and Regulations must be met.

All work undertaken by the permit holder shall be done under the direction of the Town Engineer, or designee, at the sole expense of the permit holder in accordance with the latest edition of the Town of Natick Department of Public Works Construction Standards.

Permits must be kept at the job site during the work and must be shown, upon request, to any authorized Town personnel.

The permit applicant shall comply with the Federal Occupational Safety and Health Act., and any and all regulations promulgated by the Massachusetts Department of Public Safety pursuant to MGL c.82A and 520 CMR 7.00 (as amended).

If a Massachusetts Department of Transportation (MassDOT) State Excavation Street Opening Permit is required due to the location of the proposed work (within the layout of a State Highway), it must be obtained by the applicant prior to the filing of the application for the Town permit. Upon application for the Town Permit, the MassDOT Excavation State Street Opening Permit will be attached to and become part of the Town permit if it is so approved.

### 3.0 APPLICATION FEE

At the time of application, all fees associated with the permit must be paid by the applicant. The fee schedule shall be as follows:

|  |          |
|--|----------|
| Up to 30 linear feet of roadway affected           | \$200.00 |
| Each additional 50 linear feet of roadway affected | \$50.00  |
|  |          |

This charge is in addition to any charges assessed by any other Department, Board or Agency as well as in addition to any charges that may be incurred from a Water and Sewer Permit or a Trench Permit that is also assessed by the Engineering ~~Department~~ Division.

There shall be no fees for work conducted by Town staff or by contractors performing or accommodating a Town construction project.

### 4.0 LOCATION PLAN

Scaled drawings, plans or sketch location map detailing the proposed work (depending on the type of work to be performed) shall be filed with the Engineering Division before a Street Opening Permit is issued. A detailed sketch may be drawn on the Permit Application or be provided on separate sheets.

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### 5.0 PERFORMANCE GUARANTEE

A satisfactory bond of a surety company authorized to do business in the Commonwealth of Massachusetts or a cash bond, in the minimum sum of five thousand dollars (\$5,000.00), conditioned substantially that the applicant shall guarantee the faithful and satisfactory performance of the work in

all respects, and shall replace or restore that portion of any street, highway, way or road in which said applicant, ~~his~~their employees or agents shall make such excavation.

The Town Engineer in ~~his~~their sole discretion may require a ~~performance guarantee bond~~ in an amount greater than that stated above, if in ~~his~~their consideration the scope of the work requires a larger amount. Additionally, the Town Engineer, may accept one \$25,000.00 bond for multiple excavations if the total value of work does not exceed \$25,000.00

No Street Opening Permit shall be issued until a proper Bond has been submitted and accepted.

The Town will not accept cancellation notices on bonds submitted by an applicant for a permit for which the One Year Guarantee Period of ~~Responsibility~~ has not expired. Coverage must remain in full force for the entire One Year Guarantee Period. It is the responsibility of the applicant to ensure coverage is maintained. The Town requires a Street Opening be covered by the Bond for one full year from date of completion of work.

During the Guarantee Period the permit holder shall be responsible for the restoration, repair, and maintenance of its work. If the restored excavation fails, the permit holder may be required to completely re-excavate, refill, and repave any permanent restoration. If, at any time, during the Guarantee Period, it is discovered that the permanent restoration was not made in accordance with Town specifications, the permit holder shall be responsible for making proper restoration within a timeframe the Town requires. If the permit holder fails its obligations to repair and/or replace the failed permanent restoration, the Town shall be authorized to draw upon the Performance Guarantee.

In the event that the permittee is unable to successfully perform a permanent restoration to a street cut or excavation, upon the approval of the Director of Public Works, the Town, shall perform the permanent restoration. The permittee shall pay to the Town the total cost of the work based upon the actual cost of the restoration as performed by the Town with an additional amount of 50% to cover indirect costs. No new permits for any excavation shall be issued to said permittee until full payment is made.

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## **65.0 INSURANCE**

The Contractor shall not commence work until all insurance and bonds required have been obtained and until copies of policies and certificates thereof are submitted to the Engineering ~~Department~~Division.

Such insurance shall protect the Town of Natick, its agents, elected and appointed officials, commission members and employees against liability, loss or expense on the account of damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way out of or in connection with or resulting from the work or service performed on behalf of the Town of Natick. The Town of Natick shall be listed as Certificate Holder.



**COMPENSATION AND EMPLOYER'S INSURANCE:**

\*(REQUIRED ONLY IF THE CONTRACTOR IS DOING WORK FOR THE TOWN)

The Contractor agrees to comply with Workers' Compensation Laws of the State and to maintain a Workers' Compensation and Employer's Liability Policy. This policy shall be endorsed to provide All States Coverage and Voluntary Compensation Coverage. The policy will also include coverage for United States Longshoreman's and Harbor workers' coverage. No Street Opening Permit shall be issued until a proper Certificate of Insurance has been submitted for the applicant and their subcontractors.

|  |                         |           |
|--|-------------------------|-----------|
| <b>Worker's Compensation<br/>And Employer's<br/>Liability<br/>Statutory Limits</b> | Each Accident           | \$500,000 |
|  | Disease – Policy Limit  | \$500,000 |
|  | Disease – Each Employee | \$500,000 |

**COMMERCIAL GENERAL LIABILITY INSURANCE:**

The Contractor shall provide Commercial General Liability Insurance, Blanket Broad Form Contractual Liability, explosion, collapse or structural injury to property of others including underground utility facilities, contractor's protective liability, if subcontracting is authorized, and products and completed operations for a minimum of one year after acceptance of the work. Any renewal certificates shall be filed with the Engineering ~~Department~~Division.

|  |                            |             |
|--|----------------------------|-------------|
| <b>Bodily Injury and<br/>Property Damage</b> | General Aggregate          | \$2,000,000 |
|  | Products – Comp/Op<br>Agg. | \$2,000,000 |
|  | Each Occurrence            | \$2,000,000 |
|  | Personal Injury            | \$1,000,000 |
|  | Fire Damage                | \$100,000   |
|  | Medical Payments           | \$10,000    |

**OWNER'S PROTECTIVE LIABILITY INSURANCE:**

The Contractor shall provide Owner's Protective Liability Insurance in the name of the Town of Natick, including Officers and employees of the Town of Natick, insuring against bodily injury and property damage liability for which they may become legally obligated to pay as damages sustained by any persons, caused by accident and arising out of operations performed for the named insured by independent contractors and general supervision thereof.

Bodily Injury and Property Damage: \$ 2,000,000 (Minimum)

**BUSINESS AUTOMOBILE POLICY:**

The contractor shall provide Automobile Liability insurance which shall include coverage for all leased, owned, non-owned and hired vehicles

|

Combined Single Limit for Bodily Injury and Property Damage: \$1,000,000

COVERAGE FOR HAZARDS:

Policies submitted to the Town must include coverage for explosion, collapse or underground hazards. XCU Exclusions must be "waived" or "included" and this must be so stated on the Certificate of Insurance

INSURANCE SUMMARY:

| The Contractor may, at ~~his~~their option, provide the limit of liability as set out above by a combination of the above described policy forms, including an Umbrella or Excess liability Policy. The Excess or Umbrella must provide coverage on at least a following form basis.

It is a condition of this policy that the insurance policies waive any and all government immunity as a defense in any action brought against the insured or any other party.

The Contractor shall provide insurance to cover operating hazards during the period of placing the facility in operation and during testing, and until such times as the facilities are completed and accepted for operation by the Town and written notice of that fact has been issued by the Town.

Approval of the insurance by the Town shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Town does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

The Town shall be given at least 30 days written notice of cancellation, non-renewal, or material change of the required insurance coverage

All responsibility for payment of any sums resulting from any deductible provisions, or self-insured retention conditions of the policy or policies shall remain with the Contractor

| The insuring company or agent shall deliver to the Engineering ~~Department~~Division, certificates of all insurance required signed by an authorized representative of the insurance company and stating that all provisions of the specified insurance requirements are satisfied. The certificates shall be submitted | directly to the Engineering ~~Department~~Division for review and approval.

The Contractor shall not begin any work until the Town has reviewed and approved the insurance certificates and so notified the Contractor directly in writing. Any notice to proceed that is issued shall be subject to such approval by the Town.

ADDITIONAL INSURED:

| The Town of Natick must be named as an additional insured and this must be so shown on the Certificate of Insurance. Refer to Attachment 3 for sample form.

GENERAL INDEMNITY:

The Contractor shall indemnify, defend and save harmless the Town of Natick, its appointed or elected officials, commission members, employees, agents and each of them for any and all suits, actions, legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind or nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control of on its behalf in connection with or incident to its performance of the Contract.

Property Damage Liability shall include damage to property caused by explosives and blasting, or by vehicles or equipment, or on account of trenches or from any other cause. The Town Engineer may, in ~~his~~their sole discretion, require increased limits of insurance for property damage.

Utility companies that are self-insured must present a certificate or document proving their financial responsibility in at least the minimum limits as are herein described.

The applicant, their subcontractors and agents shall carry, at a minimum, the above insurance limits.

No Street Opening Permit shall be issued until a proper Certificate of Insurance has been submitted for the applicant, their subcontractors and agents.

If a Contractor carries an excess liability policy (an "umbrella" policy), the Engineering ~~Department~~Division reserves the right to verify that the policy meets at least the minimum insurance requirements of these Rules and Regulations.

It is the responsibility of the applicant to ensure that ~~his~~their insurance coverage remain in full force for the entire One Year Guarantee ~~Period of Responsibility~~. If the policy submitted by an applicant expires before the expiration of the One Year Guarantee Period, he must present the Engineering ~~Department~~Division with a new Certificate of Insurance covering the remainder of the One Year Guarantee Period.

The instrument must be so written so as to allow the Town of Natick to perform work deemed necessary by the Town Engineer to correct any deficiencies and all costs incurred by the Town may be applied against the Performance Bond if they are not recovered after billing to the Permittee. Public Utility Companies, State and Federal Agencies are exempt from this section. The Town will give the Permittee eight (8) hours notice to make the necessary repairs.

Insurance Certificates shall be provided in the name of the permit applicant only.

Any subsequent agreements between said applicant and a subcontractor engaged by him shall be considered a private matter, as the Town considers all issues having to do with obtaining the permit and performance of the work the responsibility of the permit holder.

The Town Engineer may at any time cancel or suspend permits (licenses) for cause. Cancellation of insurance endorsement automatically cancels the permit.

Any Subcontractor (refer to Section 1) planning to undertake a Street Opening must, before such excavation commences, present the Engineering ~~Department~~Division with insurance certificates and bonds in amounts identical to those specified elsewhere in these Regulations. Failure to do this may result in immediate shutdown of the work

It shall be the sole responsibility of the Permit Holder to submit the proper bonds and insurance. Failure to do so may result in denial of future permits.

## **76.0 START OF WORK AND INSPECTIONS**

Work shall ~~commence~~~~start~~ as near to the starting date, as specified in the permit, as possible. A twenty-four (24) hour notice to the Town Engineer or ~~his~~their designee prior to start of work is required, except in critical areas. In critical areas, a forty-eight (48) hour notice to the Town Engineer or ~~his~~their designee prior to start of work is required and a preconstruction meeting held with representatives from the Police Department and Engineering Division at a minimum. The permittee will provide a traffic management plan for review and approval. Critical areas are considered to be street intersections, arterial routes and streets within the downtown shopping and business areas. Streets considered as arterial routes are:

**West Central Street, East Central Street, Speen Street, Hartford Street, South Main Street, North Main Street, Eliot Street, Pond Street; Union Street, Pleasant Street, Marion Street, Bacon Street, Oak Street, Washington Ave., Mill Street, Cottage Street, and Walnut Street.**

All trenches, excavations, and utility installations for which a Street Opening Permit is required and for which one is granted, must be inspected by the Town Engineer or ~~his~~their designee before any part of the work is backfilled. It is the responsibility of the applicant to properly notify the Engineering ~~Department~~Division and request the inspection. If the trench is not properly inspected, the Engineering ~~Department~~Division reserves the right to require the applicant to re-excavate all or a portion of the work.

In addition to the requirements of the previous paragraph, the Contractor must also call the Engineering ~~Department~~Division by 7:30 A.M. on the day the work is to begin in order to schedule inspections by Engineering ~~Department~~Division personnel. Not properly notifying the Engineering ~~Department~~Division as is herein described may result in the Contractor being held responsible for the trench for a period longer than one year. Such a failure may also result in further permits being delayed or denied.

Failure to start work by Permit expiration shall cause the permit to become null and void. A new permit application and permit fees shall be submitted to trigger application approval.

## **8.0 COMPLIANCE TESTING**

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In general, where compliance to the requirements of these Regulations and their intent is in question, the Permittee, at their expense shall provide any and all proof of compliance to the Department of Public Works. Acceptable proof shall be by, but not limited to, approved independent laboratory tests, approved independent field tests, shop drawings and certifications of compliance from manufacturers. Specific tests as required by regulations and specifications shall be performed.

## **97.0 EMERGENCY ACTION**

Nothing in these rules shall be construed to prevent the making of such excavations as may be necessary for the preservation of life or property or for the location of trouble in conduit, cable, or pipe, or other buried structure or appurtenance. The entity making such excavation shall apply to the Engineering ~~Department~~Division for such a permit on the first working day after such emergency work is commenced.

The person engaged in emergency action shall notify the Engineering ~~Department~~Division, Police Department, Dig Safe, and the Public Utility companies at the start of the emergency work.

## **108.0 TRAFFIC SAFETY**

The Permittee shall take appropriate measures to ensure that during the performance of the excavation so far as is practicable, normal traffic conditions be maintained at all times, causing as little inconvenience as possible to the occupants of abutting property and to the general public

The Permittee, where possible, shall maintain safe crossings for two lanes of vehicular traffic at all public intersections, as well as safe crossings for pedestrians at intervals of not more than three hundred feet. If any excavation is made across a public way, it shall be made in sections to ensure safe crossing for both vehicles and pedestrians. If the way is not wide enough to hold the excavated material for part-time storage and still allow safe passage of traffic, the material shall be immediately removed from the location.

The Traffic Safety Officer may permit the closing of streets and walks to all traffic for a period of time prescribed by him if, in ~~his~~their opinion, it becomes necessary. If a street is so closed, it is the applicant's responsibility to notify the **Police, Fire** and **School** Departments.

Warning signs shall be placed at sufficient distance from the construction operation to alert all traffic coming from both directions. Cones or other approved devices shall be placed to channel traffic, all in accordance with any requirements of the Traffic Safety Officer.

Warning signs, lights, and other precautions as may be necessary for the purpose, unless specified by the Town Engineer or Traffic Safety Officer shall conform to the latest requirements and practice of the Massachusetts Department of Public Works. All costs incurred, including those for traffic warning signs, barriers, flagman, policeman, etc. shall be fully borne by the Permittee.

All Street Openings may require the presence of a Police Officer or a certified Road Flagger to be on duty for traffic safety. If, in the determination of the Police Chief (or ~~his~~their designee), a Police detail officer or certified Road Flagger will not be necessary then the Permittee will be required to return to the Engineering Office a copy of the Street Opening Permit with the appropriate Police Department signatures stating a detail will not be required.

#### **911.0 ACCESS TO VITAL STRUCTURES**

The excavation work shall be performed and conducted so as not to interfere with access to fire hydrants, fire stations, fire escapes, water gates, underground vaults, catch basins, or any other vital public necessity as designated by the Town Engineer or ~~his~~their designee.

#### **120.0 RELOCATION AND PROTECTION OF UTILITIES**

The Permittee shall not interfere with any existing utility without the written consent of the Town Engineer and the owner of the utility. If it becomes necessary to relocate an existing utility, this shall be done by its owner and the cost of such work borne by the permittee. The permittee shall inform itself as to the existence and location of all underground utilities and protect the same against damage. The permittee shall adequately support and protect (by timbers, sheeting, etc) all pipes, conduits, poles, wires, cables or other appurtenance *which* may be in any way affected by the excavation work, and do everything necessary to support, sustain and protect them under, over, along or across such work area. In the event any of said pipes, conduits, poles, wires, cable or appurtenance be damaged (and for this purpose pipe coatings or outer encasements or similar type protective devices are to be considered as part of a sub-structure), such damage shall be repaired by the agency or persons owning them and the expense of such repairs borne by the permittee. The permittee shall be responsible for any damage done to any public or private property by reason of the breaking of any water pipes, sewer gas pipe, electric conduit or other such similar type appurtenance.

#### **131.0 NOTIFICATION TO PUBLIC UTILITY COMPANIES**

The permittee shall in accordance with the General Laws of the Commonwealth of Massachusetts, currently in effect, give notice to public utility companies before making excavation in a public way.

#### **142.0 DIG SAFE**

A valid "Dig Safe" number shall be obtained for each application. No application will be accepted without it. It will be the applicant's responsibility to comply with all Dig Safe rules, regulations and guidelines.

#### **153.0 PROTECTION OF ADJOINING PROPERTY**

The permittee shall at all times and at ~~his~~their own expense preserve and protect from injury any adjoining property by providing proper foundations, and by taking such other precautions as may be necessary for the purpose. The permittee shall, at ~~his~~their own expense, shore up and protect buildings, trees, walls, fences or other property likely to damage during the process of the excavation work and shall be responsible for all damage to public or private property or highways resulting from its failure to properly protect and carry out said work. The permittee shall not remove, even temporarily, any trees or shrubs which exist in planting step areas without first obtaining the consent of the Town Engineer or ~~his~~their designee. The following policy will be adhered to in the case a tree is destroyed by the permittee or a tree is authorized for removal by the Town Engineer or ~~his~~their designee:

- All tree stumps and debris resulting from the work **shall** be removed from the location.
- A replacement shall be made by the permittee for each tree removed or destroyed with a minimum caliper of 2-1/2 inches or greater; the species and place of relocation to be designated by the Tree Warden planted in place and it must be balled and burlapped.
- The permittee shall deliver to the Town Engineer a bonafide order, placed with a recognized established nursery before installing the authorized trees. The order shall include in it a statement that the size and species required will be in accordance with "USA Standard for Nursery Stock" and that planting will be done in accordance with the applicable provisions of "Massachusetts Department of Public Works Standard Specifications".
- **All protective work carried out or deemed necessary affecting buildings must be approved by the Building Inspector.**
- For roadside planting the following type trees will be acceptable subject to approval by the Tree Warden as to which specific species is best for the location where the tree is planted: Norway Maple, Sugar Maple, Crimson King Maple, European linden or approved Equal.
- In certain areas of the Town, ornamental trees, such as Flowering Crab, European Mountain Ash, Japanese Flowering Cherry, Moraine Ash and Washington Hawthorne are acceptable as replacement trees. These trees are purchased by height and not by caliper and must be balled and burlapped.
- They must conform to the following minimum heights: 5'-6' Flowering Crabs and Flowering Cherries, and 6'-8', Moraine Ash, European Mountain Ash and Washington Hawthorne. In areas under utility wires, the tree replacement policy will be governed by both the Town Tree Warden and the Electric Company's standards at the time of the work being completed.

#### **164.0 PROTECTIVE MEASURES**

It shall be the duty of every person cutting or making any excavation in a street to place and maintain such barriers and devices necessary for the "Public Safety" as may be required by the Town Engineer immediately following said excavation



Barriers shall meet the requirements of the Town Engineer ~~and/or~~ Traffic Safety Officer. Warning lights shall be flares, torches, lanterns, electric markers or flashers and used to indicate the hazard to traffic from sunset of each day to sunrise the next day. Lanterns shall have clear, red or ruby globes. Electric markers or flashers shall emit light at sufficient intensity and frequency to be visible at a reasonable distance for safety. Reflectors or reflecting material may be used to supplement, but not replace, light sources. The type of warning lights to be used in any particular location is subject to the approval of the Town Engineer ~~and/or~~ Traffic Safety Officer. Flares or lanterns should be used on all single or small excavation within pavement lines.

#### **175.0 EXCAVATED MATERIAL**

All material excavated shall be removed from the site, except in such cases as the material is deemed suitable for backfill by the Town Engineer or ~~his~~their designee. Any material excavated and deemed unsuitable for backfill shall be both removed and replaced with suitable material at the permittee's expense. It is the sole responsibility of the applicant to remove and dispose of all excess material at a legally approved site.

#### **1618.0 CONSTRUCTION MATERIALS AND EQUIPMENT**

Construction materials and equipment on the site shall be limited in quantity and space occupying area so as to not unduly hinder and block the way.

#### **197.0 DUST AND CLEAN-UP**

As the excavation work progresses, all ways shall be thoroughly cleaned of all rubbish, excess earth, rock and other debris. The permittee shall take necessary precautions to prevent and avoid dust and to keep the ways clean each day. All cleaning operations shall be accomplished at the expense of the permittee and shall be carried out to the satisfaction of the Town Engineer or ~~his~~their designee.

#### **2048.0 PROTECTION OF GUTTERS AND BASINS**

The permittee shall maintain all gutters free and unobstructed for the full depth of the adjacent curb and for at least 3' in width from the face of such curb at the gutter line. Catch basins shall be kept clear and serviceable.

The appropriate environmental protection methods should be employed to ensure that run-off from construction does not cause problems with the town storm drainage system. The appropriate combination of hay bales and erosion control barriers shall be incorporated onto the site. A catch basin filter bag shall be installed in catch basins downstream of the construction site (as directed by the Town Engineer or ~~his~~their designee) to prevent harmful silt and debris from entering the storm water inlet.



The permittee shall make provisions to take care of all surface water, mud, silt, residue or other run-off pumped or removed from excavations and shall be responsible for any damages resulting from ~~his~~their failure to so provide.

#### **214.0 HOURS OF OPERATION**

Each permittee shall conduct and carry out excavation work in such a manner as to avoid unnecessary, inconveniences and annoyance to the general public and occupants of neighboring property. Work covered under the Street Opening Permit shall be restricted to 7:00am to 4:00pm, Monday through Friday unless prior approval is given by the Town Engineer or in cases of an emergency as defined in Section 1.0H.

#### **220.0 TRENCHES**

The maximum length of open trench permissible at any time shall be in accordance with existing normal municipal standards or as may be specified by the Town Engineer or ~~his~~their designee. No greater length shall be open for pavement removal, excavation, construction, backfilling, patching and other operations without the written permission of the Town Engineer.

The permit applicant shall comply with the Federal Occupational Safety and Health Act., and any and all regulations promulgated by the Massachusetts Department of Public Safety pursuant to MGL c.82A and 520 CMR 7.00 (as amended).

No trench shall be left open over night unless specifically authorized by the Town Engineer or ~~his~~their designee. Proper protection (i.e. plates) must be employed on construction sites to ensure the appropriate protection during non-working hours.

#### **234.0 PROMPT COMPLETION OF WORK**

After an excavation is commenced, the permittee shall prosecute with diligence and expedition, all excavation work covered by the excavation permit and shall promptly complete such work and restore the way to its original condition or as near as may be, so as not to obstruct the way or travel thereon more than is reasonably necessary.

#### **242.0 BREAKING THROUGH PAVEMENT**

The use of hydro-hammers or heavy duty pavement breakers for breaking pavement are limited on all streets unless written permission is granted by the Town Engineer for their use after due consideration of the location, the condition of the street and the depth of saw cutting required ahead of the use of the hammers.

Approved cutting of bituminous pavement surface ahead of excavation is required to confine pavement damage to the limits of the trench. Sections of bituminous or cement concrete sidewalks shall be removed to the nearest score-line or approved saw cut edge.

Unstable pavement shall be removed over cave-outs and over breaks and the sub-grade shall be treated as the main trench.

Pavement edges shall be trimmed to a vertical face and neatly aligned with the center line of the trench. Cut-outs outside of the trench lines must be normal or aligned parallel to the center line of the trench

Generally excavations shall be made in open cut. Tunneling will be allowed by special permission of the Town Engineer.

Before the permittee starts any excavations, he must confer with the Gas, Telephone and Electric companies, Highway Division, Water and Sewer Division and the Engineering Division to obtain all information from each as to the depth of trench, location of all utilities, and other conditions as to where and how the excavation shall be made. All safeguards such as lanterns, barriers, and signs shall be maintained at all times by the permittee (licensed installer) while the work is in progress.

~~Street surface openings will not be allowed during the Street Opening Moratorium Period (as defined in Section 1.0G) except in cases of extreme emergency (as defined in Section 1.0H) or in cases where during the 5<sup>th</sup> year of the moratorium a homeowner desires to connect to a natural gas line for home heating purposes. In cases where street openings are allowed during the Street Opening Moratorium Period the permit applicant will be required to backfill the trench with Excavatable Controlled Density Fill as specified in Section 23.0 below.~~

## **23.0 BACKFILLING**

The trench in the street must be filled the same day it is opened unless the applicant is otherwise directed by the Town Engineer or ~~his~~their designee. The trench shall be backfilled to existing line and grade to accommodate the thickness of asphalt required. Refer to the Department of Public Works Construction Standards for details. Typical Street Replacement detail (Attachment 2).

The permittee shall maintain the surface of the trench and shall promptly replace or fill with similar material any depression, dip, pothole or other defect that appears during the Guarantee Period~~period of responsibility~~.

Trenches shall be backfilled in 12" lifts from the bottom of the excavation. Each lift shall be thoroughly compacted by means of a vibratory or mechanical compactor before the next lift is laid in place. Bituminous concrete, cement concrete, sticks, logs, metal, loam, organic materials, etc. shall not be used as backfill. When, in the opinion of the Town Engineer, the excavated material is not available as backfill, it shall be removed from the site and the trench shall be backfilled with approved bank run gravel.

The Town Engineer or ~~his~~their designee may require the use of Excavatable Controlled Density Fill (Flowable Fill) during backfilling. Within the limits of the pavement, the trench shall be backfilled with

Flowable Fill to an elevation of four (4) inches below the top of the paved surface. The adjacent material extending one (1) foot beyond each side of the trench shall be removed, to a depth of four (4) inches. The perimeter of the trench shall be saw cut to provide a clean vertical joint. The vertical faces of the adjoining pavement shall then be coated with a Rapid Setting Type 1 (RS-1) emulsion. The pavement shall be installed as specified in Section ~~27~~5.0 (Restoration of Permanent Paving).

Puddling of the trench backfill material will not be allowed, unless prior authorization is obtained from the Engineering ~~Department~~Division.

#### **~~26~~4.0 TEMPORARY PAVEMENT RESURFACING**

If temporary resurfacing is to be placed due to location of work, time of year, or other applicable reason, the temporary pavement shall be plant mixed hot asphalt as produced in accordance with the Standard Specifications of the Massachusetts Highway Department and is to be a minimum of three inches thick.

As soon as is consistent with the final permanency of the work, or as required by the Town Engineer, the temporary pavement shall be excavated to the required grade in order to place the permanent bituminous concrete pavement.

#### **~~27~~5.0 RESTORATION OF PERMANENT PAVING**

All permanent paving shall be done in accordance with the Town of Natick Department of Public Works Construction Standards ~~specifications of the Engineering Department of the Town of Natick by~~ and at the expense of the permittee.

The permittee shall remove and acceptably dispose of **all** excavated material before proceeding with the remainder of the work and shall thoroughly compact the surface of the sub-base. Any broken or irregular edges of existing pavements shall be cut away in straight lines as directed leaving a sound vertical face at least twelve inches back from the edge of the existing pavement.

The bituminous concrete base and top shall be laid and rolled in two courses. The binder (base course) shall be a minimum two and one half inches in depth and the top course shall be a minimum one and one half inches in depth. The base course of the permanent pavement shall be placed and carefully raked to a minimum surface and thoroughly rolled to the required thickness. Before placing the base course of the permanent pavement, the edge of the original bituminous surfacing shall receive an application of approved asphalt emulsion so that the new pavement material may be properly bonded to the old. The top course of the permanent paving shall be placed to a grade that will match the existing bituminous surface after rolling.

The permanent paving shall not overlap the existing pavement and will not have to be applied with a mechanical spreader unless otherwise directed.

The Permittee shall furnish, place, grade, and compact Bituminous Concrete Pavement of Class 1, Type I-1 as shown and specified in the latest Massachusetts Highway Department Standard Specifications for Highways and Bridges.

Under certain circumstances where trenches are considered extensive (multiple adjacent excavations) it ~~shall-may~~ be required, upon completion of patching trenches, to overlay the affected area for the full width of roadway and at least 30 ft. beyond the affected area with one and one half inch of dense graded bituminous concrete.

Curb to curb overlays 15 feet either side of the trench will be required for pavements which are less than five years old and for other pavements which are void of cracks, potholes, patches, and are in good condition, in the opinion of the Town Engineer. The Town Engineer shall, in all cases, have the sole discretion as to the restoration of the pavement.

If, upon excavation of the trench, it is discovered that existing pavements thickness is greater than the replacement thickness herein specified, the Town Engineer reserves the right to require the applicant to match the existing thickness when the trench is re-paved.

The Town Engineer may, at ~~his~~their discretion, require a roadway surface be given infrared treatment, if ~~they~~he determines it is warranted by the age or condition of the roadway surface.

All sidewalks dug through shall be carefully patched after backfilling a bituminous concrete sidewalk shall be squared off and patched with the same material and rolled so as to provide a continuous smooth surface. Cement concrete sidewalks shall be repaired by making a new concrete block or blocks through which the trench passes. Pre-formed expansion joints, when deemed necessary, will be installed against buildings, walls, steps, foundations or existing concrete blocks. The new cement concrete square shall be made of Air Entrained Class "A" (4000 psi.) mix or better and be matched in color with the remaining sidewalk as nearly as possible. All concrete must be cured by covering with material in accordance with the best known concrete curing procedures. All walks shall be laid over a minimum of 12 inches of well compacted gravel cement concrete and shall be treated with silicone or linseed oil sealer for salt damage prevention. The permittee shall be responsible for repairing any damage done to public utilities (water, sewer, gas, electric, telephone, etc.) or to Town trees, shrubs, poles or signs which may be disturbed or damaged while doing the work or account thereof. The permittee shall be responsible for the maintenance of the street opening excavation trench for one year after the date of completing the installation except where such maintenance is made necessary by the act or neglect of another.

## **286.0 CEMENT CONCRETE PATCH PAVING**

All restoration of cement patch paving areas shall be done at the expense of the permittee and must meet the specification of the Department of Public Works~~Town Engineer~~.

In instances when an open cut is permitted, provisions for patching will require wherever practical, that a six inch reinforced or precast concrete slab be laid over the backfilled trench extending one foot beyond either side of the edge of surface and allowing for a three inch Bituminous Concrete Type I-1 surface all as shown on the detail sheet Attachment 2 entitled "Typical Street Replacement Detail."

When approved, the concrete slab may be cast-in-place conforming to Massachusetts Standard Specifications for Class "F" Cement concrete and additionally, shall be High-Early Strength. The slab shall have steel reinforcing for tensile strength placed in accordance with good engineering practices. The permittee must place temporary heavy duty steel plating adequate to carry heavy traffic over the trench area until the concrete is sufficiently cured

Consideration may under certain limited conditions be given to the elimination of the concrete patch, allowing underground utility installations to be made where the permittee agrees to replace foundation and base material in kind, and to satisfactorily maintain a temporary (plant mixed hot-asphalt) bituminous concrete Type I-1 patch for a period of one year at which time a permanent patch with approved material shall be installed. In this case, a specific bond may be required to insure the continued maintenance of the temporary patch and the construction of the permanent patch at the end of the one year period.

#### **297.0 RESTORATION OF PAVEMENT MARKING**

All permanent paving markings (crosswalks, traffic center lines, etc.) that are obliterated or damaged during construction shall be repainted by or under the direction of the Town Engineer of the Town of Natick at the expense of the permittee.

#### **302.0 RESTORATION OF GRASS PLOTS/LOAM STRIPS**

Upon completion of excavation, all grassed areas and loam strips within the Town way that have been disturbed, shall be restored with sod or loam and grass seed. The One Year Guarantee Period ~~of Responsibility~~ also applies to these surfaces.

#### **31.0 EXTENDED MAINTENANCE FEE – NEW PAVEMENT**

Each year, and at the completion of a road construction upgrade or reconstruction project, the Department will update a list of roads considered to be under moratorium. The minimum period of the moratorium is for five (5) years. Such list will be available at the Engineering Division's office.

Work that results in the breaking through of pavement, landscaping, or curbing within the Right of Way of a road under moratorium requires specific approval by the Town Engineer. The Applicant must provide evidence that the work is of an urgent nature, attempts were made to avoid the cutting of the new pavement, and the proposed work will minimize impacts to the new pavement.

In such cases where work is unavoidable the following standards (at a minimum) must be met:

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- The trench shall be filled with Controlled Density Fill (CDF). The CDF must be batched at a concrete plant, must be flowable, require no vibrating, and the finished product must be excavatable without the use of power tools.
- Curb to curb mill and overlay coverage a minimum distance of fifteen (15) feet beyond edge of disturbance.
- The pavement joints shall be sealed with emulsion and sand cover. There shall be a smooth transition from existing to new pavement.
- The Town Engineer may prescribe additional restoration requirements as conditions warrant.

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An Extended Maintenance Fee will be charged for cuts in newly paved streets as follows:

|  |          |                                    |
|--|----------|------------------------------------|
| <u>New pavement, 12 months old or less</u> | <u>-</u> | <u>\$5,000</u>                     |
| <u>13 months to 24 months old</u>          | <u>-</u> | <u>\$4,000</u>                     |
| <u>25 months to 36 months old</u>          | <u>-</u> | <u>\$3,000</u>                     |
| <u>37 months to 48 months old</u>          | <u>-</u> | <u>\$2,000</u>                     |
| <u>49 months to 60 months old</u>          | <u>-</u> | <u>\$1,000</u>                     |
| <u>61 months or older</u>                  | <u>-</u> | <u>No Extended Maintenance Fee</u> |

The Extended Maintenance Fee shall be in addition to standard permit fees.

## **ATTACHMENTS**

~~The following attachments are incorporated and made part of these Rules and Specifications:~~

- ~~Attachment #1: Copy of Street Opening Permit~~
- ~~Attachment #2: Typical Street Replacement Detail~~
- ~~Attachment #3 Typical Insurance Certificate~~
- ~~Attachment #4: Trench Permit~~

Attachment #1: Copy of Street Opening Permit

**TOWN OF NATICK**  
**DEPARTMENT OF PUBLIC WORKS**

ENGINEERING DIVISION  
508-647-6551



**Street Opening Permit**

|                   |                      |                    |                      |
|-------------------|----------------------|--------------------|----------------------|
| Permit Number     | <input type="text"/> | Date               | <input type="text"/> |
| Location (Street) | <input type="text"/> | Dig Safe Number    | <input type="text"/> |
| House Number(s)   | <input type="text"/> | Contractor         | <input type="text"/> |
| Telephone #       | <input type="text"/> | Emergency #        | <input type="text"/> |
|                   |                      | Available 24 hours |                      |
| Police Signature* | <input type="text"/> |                    |                      |
|                   | Print Name           | Signature          |                      |

\* A Police Detail or Certified Road Flagger is required unless the applicant has obtained the signature above noting that one is not required for this location. If this area is not signed by the Police Chief or his designee, it will be the responsibility of the Applicant to obtain a Police Detail or Certified Road Flagger.

Grant of location issued by Board Of Selectman ☐ Yes ☐ N/A

Is the street currently under the 5-year no-dig moratorium? ☐ Yes ☐ No

Trench Permit Required ☐ Yes ☐ No If Yes, Trench Permit #:

Approved By  Signature:  Permit is not valid until signed

Comments

The applicant accepts compliance with the rules and regulations governing street excavations. A twenty-four (24) hour notice to the Engineering Department before the start of said excavation is required. The Insurance Bond obtained by the Town for this permit shall be in effect for a minimum of 1 year from the date of excavation.

This Permit expires NOVEMBER 15th of the year issued.

All Permit Applications must be received by NOVEMBER 1st of the year issued.

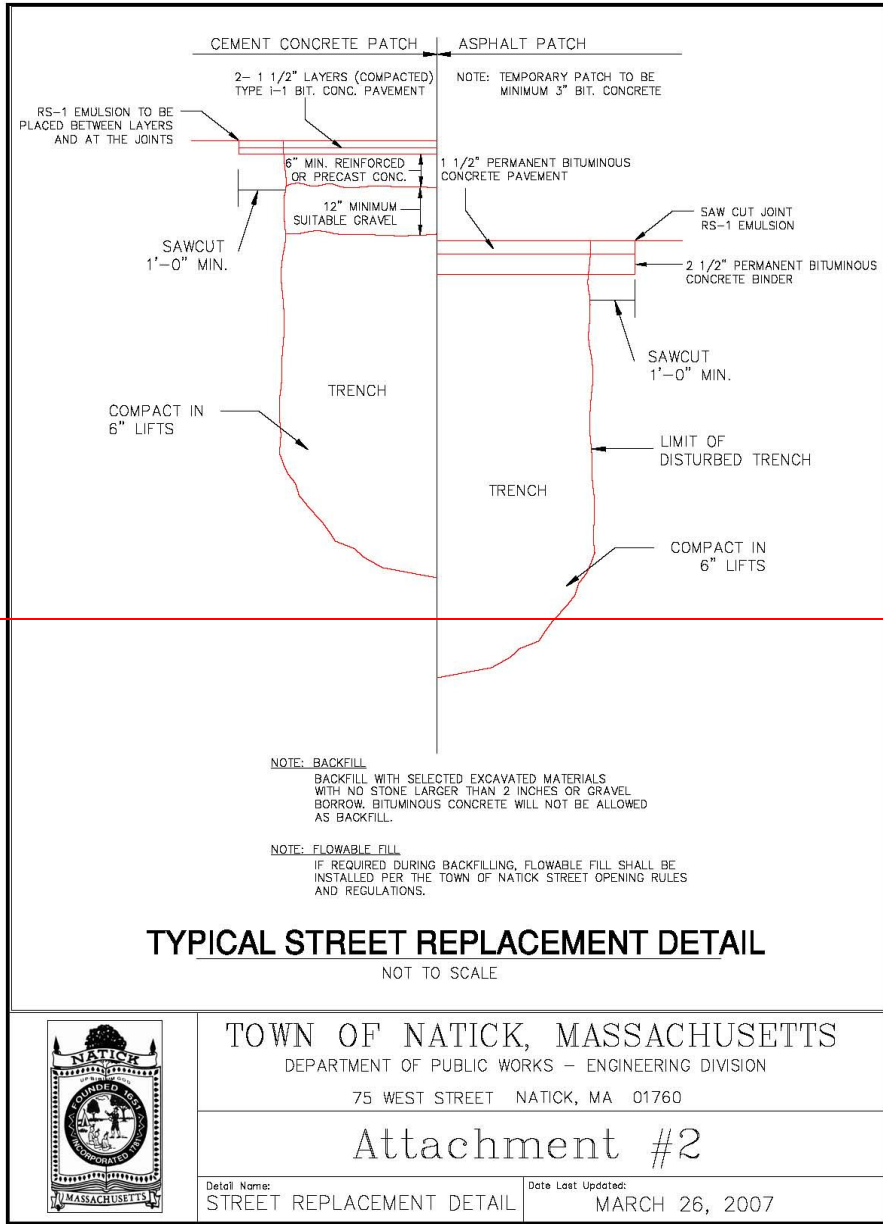
Tuesday, February 10, 2009

Page 1 of 1

**~~NOTE: THIS IS NOT AN OFFICIAL COPY OF THE STREET OPENING PERMIT APPLICATION. IT CAN NOT BE USED TO APPLY FOR A STREET OPENING PERMIT. ALL PERMIT APPLICATIONS MUST BE FILLED OUT AT THE DEPARTMENT OF PUBLIC WORKS IN THE ENGINEERING DIVISION.~~**



**Attachment #2: Typical Street Replacement Detail**



## Attachment #3: Typical Insurance Certificate

| ACORD™ CERTIFICATE OF LIABILITY INSURANCE   |   |   |   | DATE (MM/DD/YYYY)                      |   |
|---|---|---|---|--|---|
| PRODUCER  |   | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |   |  |   |
| INSURED   |   | INSURERS AFFORDING COVERAGE   |   | NAIC #                                 |   |
|   |   | INSURER A:  |   |  |   |
|   |   | INSURER B:  |   |  |   |
|   |   | INSURER C:  |   |  |   |
|   |   | INSURER D:  |   |  |   |
|   |   | INSURER E:  |   |  |   |
| <b>COVERAGES</b>  |   |   |   |  |   |
| 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |   |   |   |  |   |
| INSR ADD'L<br>LTR INSR  | TYPE OF INSURANCE   | POLICY NUMBER   | POLICY EFFECTIVE<br>DATE (MM/DD/YYYY)   | POLICY EXPIRATION<br>DATE (MM/DD/YYYY) | LIMITS  |
|   | GENERAL LIABILITY<br>COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>                                      |   |   |  | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COM/OP AGG \$ |
|   | GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY <input type="checkbox"/> PRO <input type="checkbox"/> JECT <input type="checkbox"/> LOC <input type="checkbox"/> |   |   |  |   |
|   | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS  |   |   |  | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                   |
|   | GARAGE LIABILITY<br>ANY AUTO  |   |   |  | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$   |
|   | EXCESS/UMBRELLA LIABILITY<br>OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/><br>DEDUCTIBLE \$<br>RETENTION \$                             |   |   |  | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$  |
|   | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below |   |   |  | WC STATUS: <input type="checkbox"/> OTH-<br>LTDY LIMITS <input type="checkbox"/> ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>DISEASE - POLICY LIMIT \$        |
|   | OTHER   |   |   |  |   |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS   |   |   |   |  |   |
|   |   |   |   |  |   |
| <b>CERTIFICATE HOLDER</b>   |   |   | <b>CANCELLATION</b>   |  |   |
| Town of Natick<br>13 Central Avenue<br>Natick, MA 01760<br><br>Certificate Holder is additional insured   |   |   | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |  |   |

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**Attachment #4: Trench Permit**

**Town of Natick**

Department of Public Works

75 West Street

Natick, MA 01760

Phone (508) 647-6550

FAX (508) 647-6560

Permit Number \_\_\_\_\_

Date Issued \_\_\_\_\_

Expiration Date \_\_\_\_\_

**TRENCH PERMIT**

**Pursuant to G.L. c. 82A §1 and 520 CMR 7.00 et seq.(as amended)**

**THIS PERMIT MUST BE FULLY COMPLETED PRIOR TO CONSIDERATION**

|   |    |                                    |                        |  |
|---|----|------------------------------------|------------------------|--|
| Name of Applicant   |    |                                    | Phone _____ Cell _____ |  |
| Street Address  |    |                                    |                        |  |
| City/Town   | MA | ZIP                                |                        |  |
| Name of Excavator (if different from applicant)   |    |                                    | Phone _____ Cell _____ |  |
| Street Address  |    |                                    |                        |  |
| City/Town   | MA | ZIP                                |                        |  |
| Name of Owner(s) of Property  |    |                                    | Phone _____ Cell _____ |  |
| Street Address  |    |                                    |                        |  |
| City/Town   | MA | ZIP                                |                        |  |
| Other Contact   |    | Permit Fee Received—No ( ) Yes (—) |                        |  |
| Description, location and purpose of proposed trench:<br>Please describe the exact location of the proposed trench and its purpose (include a description of what is (or is intended) to be laid in proposed trench (eg: pipes/cable lines etc..)) Please use reverse side if additional space is needed. |    |                                    |                        |  |
| Insurance Certificate #:  |    |                                    |                        |  |
| Name and Contact Information of Insurer:  |    |                                    |                        |  |
| Policy Expiration Date:   |    |                                    |                        |  |

**Attachment #4: Trench Permit (Cont'd)**

|   |                         |
|---|-------------------------|
| <b>Dig Safe #:</b>  |                         |
| <b>Name of Competent Person (as defined by 520 CMR 7.02):</b> |                         |
| <b>Massachusetts Hoisting License #</b>                       |                         |
| <b>License Grade:</b>   | <b>Expiration Date:</b> |

BY SIGNING THIS FORM, THE APPLICANT, OWNER, AND EXCAVATOR ALL ACKNOWLEDGE AND CERTIFY THAT THEY ARE FAMILIAR WITH, OR, BEFORE COMMENCEMENT OF THE WORK, WILL BECOME FAMILIAR WITH, ALL LAWS AND REGULATIONS APPLICABLE TO WORK PROPOSED, INCLUDING OSHA REGULATIONS, G.L. c. 82A, 520 CMR 7.00 et seq., AND ANY APPLICABLE MUNICIPAL ORDINANCES, BY LAWS AND REGULATIONS AND THEY COVENANT AND AGREE THAT ALL WORK DONE UNDER THE PERMIT ISSUED FOR SUCH WORK WILL COMPLY THERewithIN ALL RESPECTS AND WITH THE CONDITIONS SET FORTH BELOW.

THE UNDERSIGNED OWNER AUTHORIZES THE APPLICANT TO APPLY FOR THE PERMIT AND THE EXCAVATOR TO UNDERTAKE SUCH WORK ON THE PROPERTY OF THE OWNER, AND ALSO, FOR THE DURATION OF CONSTRUCTION, AUTHORIZES PERSONS DULY APPOINTED BY THE MUNICIPALITY TO ENTER UPON THE PROPERTY TO MONITOR AND INSPECT THE WORK FOR CONFORMITY WITH THE CONDITIONS ATTACHED HERETO AND THE LAWS AND REGULATIONS GOVERNING SUCH WORK.

THE UNDERSIGNED APPLICANT, OWNER AND EXCAVATOR AGREE JOINTLY AND SEVERALLY TO REIMBURSE THE MUNICIPALITY FOR ANY AND ALL COSTS AND EXPENSES INCURRED BY THE MUNICIPALITY IN CONNECTION WITH THIS PERMIT AND THE WORK CONDUCTED THEREUNDER, INCLUDING BUT NOT LIMITED TO ENFORCING THE REQUIREMENTS OF STATE LAW AND CONDITIONS OF THIS PERMIT, INSPECTIONS MADE TO ASSURE COMPLIANCE THERewith, AND MEASURES TAKEN BY THE MUNICIPALITY TO PROTECT THE PUBLIC WHERE THE APPLICANT OWNER OR EXCAVATOR HAS FAILED TO COMPLY THERewith INCLUDING POLICE DETAILS AND OTHER REMEDIAL MEASURES DEEMED NECESSARY BY THE MUNICIPALITY.

THE UNDERSIGNED APPLICANT, OWNER AND EXCAVATOR AGREE JOINTLY AND SEVERALLY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE MUNICIPALITY AND ALL OF ITS AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY, CAUSES OR ACTION, COSTS, AND EXPENSES RESULTING FROM OR ARISING OUT OF ANY INJURY, DEATH, LOSS, OR DAMAGE TO ANY PERSON OR PROPERTY DURING THE WORK CONDUCTED UNDER THIS PERMIT.

**APPLICANT SIGNATURE**

\_\_\_\_\_  
\_\_\_\_\_  
**DATE** \_\_\_\_\_

**EXCAVATOR SIGNATURE (IF DIFFERENT)**

\_\_\_\_\_  
\_\_\_\_\_  
**DATE** \_\_\_\_\_

**OWNER'S SIGNATURE (IF DIFFERENT)**

\_\_\_\_\_  
\_\_\_\_\_  
**DATE:** \_\_\_\_\_

| For City/Town use -- Do not write in this section |                                |
|---|--------------------------------|
| <b>PERMIT APPROVED BY</b>                         | <b>\$_____ Application Fee</b> |
| <b>PERMITTING AUTHORITY</b> _____ <b>Date</b>     |                                |
| <b>CONDITIONS OF APPROVAL</b>                     |                                |
|   |                                |
|   |                                |

#### **Attachment #4: Trench Permit (Cont'd)**

##### **CONDITIONS AND REQUIREMENTS PURSUANT TO G.L.C.82A AND 520 CMR 7.00 et seq. (as amended)**

By signing the application, the applicant understands and agrees to comply with the following:

- i. ~~No trench may be excavated unless the requirements of sections 40 through 40D of chapter 82, and any accompanying regulations, have been met and this permit is invalid unless and until said requirements have been complied with by the excavator applying for the permit including, but not limited to, the establishment of a valid excavation number with the underground plant damage prevention system as said system is defined in section 76D of chapter 164 (DIG SAFE);~~
- ii. ~~Trenches may pose a significant health and safety hazard. Pursuant to Section I of Chapter 82 of the General Laws, an excavator shall not leave any open trench unattended without first making every reasonable effort to eliminate any recognized safety hazard that may exist as a result of leaving said open trench unattended. Excavators should consult regulations promulgated by the Department of Public Safety in order to familiarize themselves with the recognized safety hazards associated with excavations and open trenches and the procedures required or recommended by said department in order to make every reasonable effort to eliminate said safety hazards which may include covering, barricading or otherwise protecting open trenches from accidental entry.~~
- iii. ~~Persons engaging in any in any trenching operation shall familiarize themselves with the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CFR 1926.650 et seq., entitled Subpart P "Excavations".~~
- iv. ~~Excavators engaging in any trenching operation who utilize hoisting or other mechanical equipment subject to chapter 146 shall only employ individuals licensed to operate said equipment by the Department of Public Safety pursuant to said chapter and this permit must be presented to said licensed operator before any excavation is commenced;~~
- v. ~~By applying for, accepting and signing this permit, the applicant hereby attests to the following: (1) that they have read and understands the regulations promulgated by the Department of Public Safety with regard to construction related excavations and trench safety; (2) that he has read and understands the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CFR 1926.650 et seq., entitled Subpart P "Excavations" as well as any other excavation requirements established by this municipality; and (3) that he is aware of and has, with regard to the proposed trench excavation on private property or proposed excavation of a city or town public way that forms the basis of the permit application, complied with the requirements of sections 40-40D of chapter 82A;~~
- vi. ~~This permit shall be posted in plain view on the site of the trench.~~

For additional information please visit the Department of Public Safety's website at [www.mass.gov/dps](http://www.mass.gov/dps)

## **Attachment #4: Trench Permit (Cont'd)**

### Summary of Excavation and Trench Safety Regulation (520 CMR 14.00 et seq.)

~~This summary was prepared by the Massachusetts Department of Public Safety pursuant to G.L.c.82A and does not include all requirements of the 520 CMR 14.00. To view the full regulation and G.L.c.82A, go to [www.mass.gov/dps](http://www.mass.gov/dps). Pursuant to M.G.L. c. 82, § 1, the Department of Public Safety, jointly with the Division of Occupational Safety, drafted regulations relative to trench safety. The regulation is codified in section 14.00 of title 520 of the Code of Massachusetts Regulations. The regulation requires all excavators to obtain a permit prior to the excavation of a trench made for a construction related purpose on public or private land or rights of way. All municipalities must establish a local permitting authority for the purpose of issuing permits for trenches within their municipality. Trenches on land owned or controlled by a public (state) agency requires a permit to be issued by that public agency unless otherwise designated.~~

~~———— In addition to the permitting requirements mandated by statute, the trench safety regulations require that all excavators, whether public or private, take specific precautions to protect the general public and prevent unauthorized access to unattended trenches. Accordingly, unattended trenches must be covered, barricaded or backfilled. Covers must be road plates at least ¾" thick or equivalent; barricades must be fences at least 6' high with no openings greater than 4" between vertical supports; backfilling must be sufficient to eliminate the trench. Alternatively, excavators may choose to attend trenches at all times, for instance by hiring a police detail, security guard or other attendant who will be present during times when the trench will be unattended by the excavator.~~

~~———— The regulations further provide that local permitting authorities, the Department of Public Safety, or the Division of Occupational Safety may order an immediate shutdown of a trench in the event of a death or serious injury; the failure to obtain a permit; or the failure to implement or effectively use adequate protections for the general public. The trench shall remain shutdown until re-inspected and authorized to re-open provided, however, that excavators shall have the right to appeal an immediate shutdown. Permitting authorities are further authorized to suspend or revoke a permit following a hearing. Excavators may also be subject to administrative fines issued by the Department of Public Safety for identified violations.~~

#### **Attachment #4: Trench Permit (Cont'd)**

##### **Summary of 1926 CFR Subpart P—OSHA Excavation Standard**

This is a worker protection standard, and is designed to protect employees who are working inside a trench. This summary was prepared by the Massachusetts Division of Occupational Safety and not OSHA for informational purposes only and does not constitute an official interpretation by OSHA of their regulations, and may not include all aspects of the standard.

For further information or a full copy of the standard go to [www.osha.gov](http://www.osha.gov).

- **Trench Definition per the OSHA standard:**

- An excavation made below the surface of the ground, narrow in relation to its length.
- In general, the depth is greater than the width, but the width of the trench is not greater than fifteen feet.

- **Protective Systems** to prevent soil wall collapse are always required in trenches deeper than 5', and are also required in trenches less than 5' deep when the competent person determines that a hazard exists. Protection options include:

- Shoring. Shoring must be used in accordance with the OSHA Excavation standard appendices, the equipment manufacturer's tabulated data, or designed by a registered professional engineer.
- Shielding (Trench Boxes). Trench boxes must be used in accordance with the equipment manufacturer's tabulated data, or a registered professional engineer.
- Sloping or Benching. In Type C soils (what is most typically encountered) the excavation must extend horizontally 1 ½ feet for every foot of trench depth on both sides, 1 foot for Type B soils, and ¾ foot for Type A soils.
- A registered professional engineer must design protective systems for all excavations greater than 20' in depth.

- **Ladders** must be used in trenches deeper than 4':

- Ladders must be inside the trench with workers at all times, and located within 25' of unobstructed lateral travel for every worker in the trench.
- Ladders must extend 3' above the top of the trench so workers can safely get onto and off of the ladder.

- **Inspections** of every trench worksite are required:

- Prior to the start of each shift, and again when there is a change in conditions such as a rainstorm.
- Inspections must be conducted by the competent person (see below).

- **Competent Person(s) is:**

- Capable (i.e., trained and knowledgeable) in identifying existing and predictable hazards in the trench, and other working conditions which may pose a hazard to workers, and
- Authorized by management to take necessary corrective action to eliminate the hazards. Employees must be removed from hazardous areas until the hazard has been corrected.

- **Underground Utilities** must be:

- Identified prior to opening the excavation (e.g., contact Dig safe).
- Located by safe and acceptable means while excavating.
- Protected, supported, or removed once exposed.

- **Spoils** must be kept back a minimum of 2' from the edge of the trench.

- **Surface Encumbrances** creating a hazard must be removed or supported to safeguard employees. Keep heavy equipment and heavy material as far back from the edge of the trench as possible.

- **Stability of Adjacent Structures:**

- Where the stability of adjacent structures is endangered by creation of the trench, they must be underpinned, braced, or otherwise supported.
- Sidewalks, pavements, etc., shall not be undermined unless a support system or other method of protection is provided.

- **Protection from water accumulation hazards:**

- It is not allowable for employees to work in trenches with accumulated water. If water control such as pumping is used to prevent water accumulation, this must be monitored by the competent person.
- If the trench interrupts natural drainage of surface water, ditches, dikes or other means must be used to prevent this water from entering the excavation.

- **Additional Requirements:**

- For mobile equipment operated near the edge of the trench, a warning system such as barricades or stop logs must be used.
- Employees are not permitted to work underneath loads. Operators may not remain in vehicles being loaded unless vehicles are equipped with adequate protection as per 1926.601(b)(6).

- ~~Employees must wear high-visibility clothing in traffic work zones.~~
- ~~Air monitoring must be conducted in trenches deeper than 4' if the potential for a hazardous atmosphere exists. If a hazardous atmosphere is found to exist (e.g.,  $O_2 < 19.5\%$  or  $> 23.5\%$ , 20% LEL, specific chemical hazard), adequate protections shall be taken such as ventilation of the space.~~
- ~~Walkways are required where employees must cross over the trench. Walkways with guardrails must be provided for crossing over trenches  $> 6'$  deep.~~
  - ~~Employees must be protected from loose rock or soil through protections such as scaling or protective barricades~~



**Policy Regulating Street Opening Permits**

ADOPTED  
March 9, 1998

AMENDED  
April 9, 2007  
February 9, 2009  
June 26, 2017

By: \_\_\_\_\_  
\_\_\_\_\_  
Martha White  
Town Administrator

**BOARD OF SELECTMEN**

\_\_\_\_\_  
JONATHAN FREEDMAN – CHAIRMAN

\_\_\_\_\_  
SUSAN SALAMOFF – VICE CHAIR

\_\_\_\_\_  
RICHARD JENNETT JR. - CLERK

\_\_\_\_\_  
AMY MISTROT

\_\_\_\_\_  
MICHAEL J. HICKEY, JR

**EFFECTIVE DATE:** July 1, 2017

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EFFECTIVE DATE: February 9, 2009

BY: Martha White  
Martha White  
Town Administrator

[Signature]

[Signature]  
Kurtne Van Amsterdam

[Signature]

**BOARD OF SELECTMEN**

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**ITEM TITLE:** Town Administrator Screening Committee  
**ITEM SUMMARY:**

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**ATTACHMENTS:**

| <b>Description</b>  | <b>Upload Date</b> | <b>Type</b> |
|---|--------------------|-------------|
| Procedure for Appointment of Town Administrator-Excerpt from Bylaws | 6/21/2017          | Cover Memo  |

#### **By-Law Article 20, 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.

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**ITEM TITLE:** Chief of Police - Five-Year Contract  
**ITEM SUMMARY:**

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**ITEM TITLE:** Town Administrator - One-Year Contract Extension  
**ITEM SUMMARY:**

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**ITEM TITLE:** Senior Housing Policy Discussion

**ITEM SUMMARY:**

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**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| Email-S. Salamoff  | 6/21/2017          | Cover Memo  |



Patricia O'Neil <poneil@natickma.org>

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## Fwd: Next Agenda Executive and/or Open Session item. SENIOR HOUSING POLICY DISCUSSION

1 message

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**Susan salamoff** <sgsalamoff@gmail.com>  
To: Patricia O'Neil <poneil@natickma.org>

Tue, Jun 20, 2017 at 3:16 PM

----- Forwarded message -----

From: **Sue Salamoff** <ssalamoff@natickma.org>

Date: Tue, Jun 6, 2017 at 7:17 AM

Subject: Next Agenda Executive and/or Open Session item. SENIOR HOUSING POLICY DISCUSSION

To: James Errickson <jerrickson@natickma.org>, Jonathan Freedman <jfreedman@natickma.org>, Martha White <mwhite@natickma.org>, Susan salamoff <sgsalamoff@gmail.com>

I propose the Board of Selectmen discuss meeting with Stonegate Developers to consider developing the St. Patrick's School into an elder housing condo complex with 20-25% affordable units. The moment there was community knowledge that St. Patrick's School was going to be developed, there was a level of acceptability for independent senior living (one floor, no step, accessible living). I believe that is the one type of dense proposal that would gain townwide approval beyond Stonegate developing the property as presently zoned..

I respectfully , suggest that the recent Housing Report from the Natick Council on Aging Board;

the AARP Aging in Place publication (which defines aging in place, as in ones community not just home.) A Toolkit for Local Governments (online AARP);

the Mass Council on Aging Association Manual ( Concise summaries about core housing dimensions and related resources for use by Council on Aging personnel who help older adults with numerous housing issues, online);

participation in housing and quality of life workshops, my recent four years on the Council on Aging Board and more than 22 years in elder service related work, supports the conclusion that it is time for the town to take action for the benefit of Natick Seniors.

A greater older, longer living senior population support the importance of the Board of Selectmen taking a leadership role.

The way to accommodate Natick's growing older and longer living population is to make changes to accommodate real needs.

There are financial supports available: Deferring taxes, abatements, tax work off, as well as the state Senior Circuit Breaker and a low interest loan program to modify ones home for safety and accessibility. Reverse mortgages for consideration in more extreme situations. Many programs are under utilized.

There are zoning changes to be considered: Elder law apartments, shared housing by non relatives, multi family units, assisted living in residential neighborhoods. Rebuilding of Cedar Gardens. New programs on the horizon for combination of subsidized and market development with the allowance of greater density.

These concepts should be considered in the development of the Master Plan.

Sue Salamoff, Vice Chair  
Selectman  
[508-655-1978](tel:508-655-1978)

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Sue Salamoff  
Selectman



Town of Natick  
email: [ssalamoff@natickma.org](mailto:ssalamoff@natickma.org)

Please be aware that emails to this account are considered a public record.

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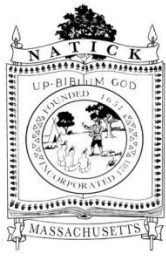
**ITEM TITLE:** Natick Pegasus Contract

**ITEM SUMMARY:**

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**ATTACHMENTS:**

| <b>Description</b>                 | <b>Upload Date</b> | <b>Type</b> |
|------------------------------------|--------------------|-------------|
| Memo-B. Chenard                    | 6/22/2017          | Cover Memo  |
| Three-Year Contract 7/1/17-6/30/20 | 6/22/2017          | Cover Memo  |



# *Memorandum*

To: Board of Selectmen

From: William Chenard, Deputy Town Administrator - Operations

Date: 6/21/2017

Re: Natick Pegasus Contract Renewal

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Pegasus has served as the public access station for sixteen years. They are a non-profit section 501 (c) (3) corporation with the following purposes;

1. Produce community programming for the residents, institutions and organizations of Natick, on the public, educational and government (PEG) access channels.
2. Allocate channel space and channel time to Natick residents, and ensure overall access to the Corporation's facilities.
3. Provide training to Natick residents and institutions in the use of PEG access facilities and PEG access channels.
4. Conduct public information, educational, cultural and social activities.
5. Provide financial, technical and other assistance for local programming and other non-profit uses of the cable television system.
6. Retain ownership of program reproduction facilities and equipment, and employ staff.

Pegasus provides programming on three channels; education, government, and public access. Programs include;

- Selectmen's Meeting
- Planning Board Meetings
- Finance Committee Meetings
- Town Meeting
- School Committee Meetings
- Conservation Commission Meetings
- High School and youth sports

- Peace Officers Memorial
- Veterans Day
- Pearl Harbor Day
- Memorial Day
- League of Woman Voters Candidates Election Forums
- Live Election Night Coverage
- Holiday Lighting on the Common
- Metrowest Community Forums
- Conversation with Joe Weisse
- Town Meeting Primer
- Band and Chorus Concerts
- NHS Graduation
- Sizzling Seniors
- Lets Talk Sports
- Jesus Party
- Veterans Programming

Meetings, sports and locally produced programming are also available on demand at [www.natickpegasus.org/vod.html](http://www.natickpegasus.org/vod.html).

Pegasus maintains two studios (Main Street at Clarks Block and the Natick High School) and a control room at Town Hall. The audio visual equipment at Town Hall was recently upgraded.

In addition to programming, Pegasus maintains a website at [www.natickpegasus.org](http://www.natickpegasus.org) and offers classes in basic television production, volunteer opportunities and equipment to use.

We believe Pegasus provides a valuable service to the community and therefore recommend that the Board of Selectmen renew their contract. I am attaching a copy of the proposed contract.

## **AGREEMENT**

This Agreement is made this 26th of June, 2017, by and between the Town of Natick, Massachusetts (the "Town"), by its Board of Selectmen, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, and Natick Pegasus, Inc., a Massachusetts nonprofit Corporation, with a principal place of business at 2 Summer Street, Suite 350, and Natick, MA 01760.

### **RECITALS**

- I. The Town desires to provide support for the use of cable television public, educational, and government ("PEG") access channels provided pursuant to Federal law.
2. The Natick Board of Selectmen, as Issuing Authority, has granted Cable Television Licenses to Comcast Corporation ("Comcast"), RCN-BecoCom, L.L.C. ("RCN") and Verizon New England Inc. ("Verizon") to operate cable television systems in the Town.
3. Section 6.1 of both Cable Television License agreements between the Issuing Authority and Comcast and RCN respectively indicate that the Issuing Authority shall designate a non-profit access management entity, referred to as the "Access Corporation", to operate and administer the PEG access facilities, services and programming.
4. Section 6.3 of Comcast and RCN Cable Television License agreements with Comcast and RCN provide that certain channel capacity be provided for PEG access.  
Section 5.1 of the Cable Television License agreement with Verizon provides that certain channel capacity be provided for PEG access.
5. Section 6.6 of the Cable Television License agreement with Comcast and Section 6.5 of the Cable Television License agreement with RCN and Section 5.2 of the Cable Television License agreement with Verizon provide that certain initial and ongoing payments shall be made by Comcast, RCN and Verizon for PEG access capital equipment and facilities.
6. Section 6.5 of the Cable Television License agreement with Comcast and Sections 6.4 and 7.1 of the Cable Television License agreement with RCN and Section 5.2 of the Cable Television License agreement with Verizon provide that certain payments and in-kind services shall be provided by Comcast, RCN and Verizon to support the operations of the PEG access facilities, equipment and channels.
7. Natick Pegasus, Inc. has indicated its interest in continuing to serve the Natick community by providing PEG access facilities, programming and services.
8. The Town is willing to designate Natick Pegasus, Inc. as the Access Corporation.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and in accordance with the definitions of terms contained in Appendix A, the parties agree as follows:

SECTION 1. DESIGNATION. Subject to Section 3 below, the Natick Board of Selectmen hereby designates Natick Pegasus, Inc. as the Access Corporation.

SECTION 2. SCOPE OF SERVICES. In exchange for the funding provided to Natick Pegasus, Inc., pursuant to the Town's Cable Television License agreements, Natick Pegasus, Inc. shall provide the following services:

- A. **OPERATE PUBLIC ACCESS CABLE CHANNEL.** Operate the public access cable channel for public access programming purposes in a manner which serves the residents of the Town of Natick, with the primary purpose being to administer, coordinate, and assist those requesting access on a non-discriminatory basis.
- B. **OPERATE THE EDUCATIONAL AND GOVERNMENT ACCESS CHANNELS.** Operate the educational and government access channel(s) for educational and governmental access programming purposes in a manner which serves the residents of the Town of Natick, with the primary purpose being to administer, coordinate and assist the Town of Natick (government access) and educational institutions (educational access) requesting access on a non- discriminatory basis.
- C. **OPERATE A COMMUNITY ACCESS CENTER.** *Operate*, manage and make available to the Town of Natick community a PEG Access studio and PEG Access equipment, available for use at such hours and times as are reasonably determined by Natick Pegasus, Inc. Access to equipment and facilities shall be open to all those who satisfactorily complete training classes provided by Natick Pegasus, Inc. or who receive a certification from another source identifying said users as having satisfied training requirements deemed to be equivalent by Natick Pegasus, Inc.
- D. **PROVIDE EQUAL ACCESS.** Provide access to the use of the PEG Access studio, equipment, facilities, channels, and services provided hereunder on a non- discriminatory basis to all members of the Town of Natick community for non-commercial programming purposes, whether individuals, groups, or organizations, on a first-come, first-served, non-discriminatory basis, pursuant to operating rules to be promulgated by Natick Pegasus, Inc. A copy of such operating rules, and all amendments thereto, shall be provided to the Natick Board of Selectmen by Natick Pegasus, Inc.
- E. **DEVELOP AND MAINTAIN OPERATING POLICIES AND PROCEDURES.** Develop policies and procedures for use and operation of the PEG Access studio, equipment, facilities, and channels and file such policies and procedures with the Natick Board of Selectmen.
- F. **COMPLIANCE WITH LAWS RULES, AND REGULATIONS.** Administer the PEG Access studio, channels, funding and facilities in compliance with applicable Federal, Massachusetts and Town of Natick laws, by-laws and regulations, and in compliance with the Cable Television License agreements between the Natick Board of Selectmen and RCN, Comcast and Verizon.

- G. TRAINING. Natick Pegasus Inc. shall to the extent possible train Town residents in the techniques of video production and provide technical advice regarding PEG Access productions to Town residents, and when requested, to Town and Natick School Department students/interns/work study and employees.
- H. PLAYBACK/CABLECAST Natick Pegasus, Inc. shall cablecast a minimum of twenty-five (25) hours per week of PEG Access programming.
- I. MAINTENANCE OF EQUIPMENT. Provide regular maintenance and repair of all video equipment purchased with monies received pursuant to this Agreement and/or donated, loaned, or leased to Natick Pegasus, Inc. by the Town.
- J. SPECIAL NEEDS GROUPS. Support special needs groups, including but not limited to the hearing impaired, in PEG Access program production through training and other means. The incorporation of closed captioning is specifically excluded from the requirements of this Section.
- K. PROMOTION. Actively promote the use and benefit of the PEG access channels and facilities to cable subscribers, the Town of Natick community, and PEG access users.
- L. OTHER ACTIVITIES. Undertake other PEG Access programming activities and services as deemed appropriate by Natick Pegasus, Inc. and consistent with the obligation to facilitate and promote PEG Access programming and provide non-discriminatory access.

### SECTION 3. PERFORMANCE REVIEW:

The Natick Board of Selectmen may, at the one (1) year anniversary of this Agreement, and annually thereafter, contract with an entity from outside the community that is expert in PEG access matters to conduct a performance review of Natick Pegasus Inc.'s operations. This review shall include an opportunity for PEG access users and cable subscribers to provide input. Upon completion, a copy of the performance review shall be submitted to Natick Pegasus, Inc.

### SECTION 4. CHANNELS OPEN TO PUBLIC:

Natick Pegasus, Inc. agrees to keep the PEG access channels open to all potential users regardless of their viewpoint, subject to applicable laws. Neither the Issuing Authority, nor the licensed cable companies, nor Natick Pegasus, Inc. shall have the authority to control the content of programming placed on the PEG Access channel(s) so long as such programming is lawful. Natick Pegasus, Inc. may promulgate and enforce policies and procedures which are designed to promote local use of the channels and make the programming accessible to the viewing public, consistent with time, manner, and place regulations as are lawful and appropriate to provide for and promote use of PEG access channels, equipment and facilities.

### SECTION 5. COPYRIGHT CLEARANCE.

Before cablecasting PEG Access programming, Natick Pegasus, Inc. and/or PEG Access producers/users shall make all lawful and appropriate arrangements to obtain all rights to all material cablecast, and clearances from broadcast stations, networks, sponsors, music licensing organizations' representatives, and without limitation from the foregoing, any and all other persons as may be necessary to transmit its or

their program material over the PEG Access channels that are operated and managed by Natick Pegasus, Inc. Natick Pegasus, Inc. shall maintain copies of all such user agreements for a minimum of five (5) years and provide, upon request, copies of all such user agreements to the Board of Selectmen.

SECTION 6. COPYRIGHT AND OWNERSHIP. Natick Pegasus, Inc. shall own the copyright of any programs which it may choose from time to time to produce. Copyright of programming produced by the public shall be held jointly by such person(s) producing said programming and Natick Pegasus, Inc.

#### SECTION 7. PEG ACCESS PROGRAMMING DISTRIBUTION.

Natick Pegasus, Inc. shall require that, notwithstanding the provisions of Section 7 above, all programs produced with funds, equipment, facilities, and/or staff pursuant to this Agreement and/or the Cable Television Licenses shall be distributed on one of the PEG Access channels. This sub-paragraph shall not be interpreted to restrict other distribution (beyond distribution on channels authorized by this Agreement), so long as such other distribution is consistent with any pertinent guidelines established in the PEG Access operating policies and procedures. Natick Pegasus, Inc. shall have the right to create and modify, as necessary, its programming schedule to best serve the Natick community

- A. At least at the beginning and end of each day that PEG Access programming is cablecast on the PEG Access Channels, Natick Pegasus, Inc. shall display a credit stating "Partial funding for the operation of this channel is provided by the Town of Natick through revenue provided by Subscribers of the Town's cable television providers". Such credit shall also state that opinions expressed in PEG Access programs are the sole responsibility of the PEG Access program producer(s).

#### SECTION 8. EQUIPMENT AND FACILITIES.

- A. Natick Pegasus, Inc. shall be responsible for maintenance of all equipment and facilities owned, leased and/or loaned to it under this Agreement or purchased with funds provided pursuant to this Agreement.
- B. Natick Pegasus, Inc. shall own all equipment and facilities acquired by it and purchased with funds received pursuant to this Agreement and/or the Cable Television Licenses, except that upon termination or non-renewal of this Agreement, all such equipment or facilities purchased with funds received pursuant to this Agreement and/or the Cable Television Licenses shall become the property of the Town.
  - (i) To secure all of its obligations under this Agreement, Natick Pegasus Inc. hereby grants to the Town a security interest in all the assets and interests owned and/or hereafter acquired by Natick Pegasus, Inc. with funds provided by the Town and/or the Cable Television Licensees, and the proceeds thereof, including but not limited to, Natick Pegasus, Inc. deposit accounts and inventory, and all equipment and fixtures that are or were acquired with funds provided by the Town. Natick Pegasus Inc. agrees to take all steps reasonably requested by Issuing Authority to perfect and enforce the Town's security interest, including the execution and processing of financing statements and continuation statements under the Uniform Commercial Code. Natick Pegasus Inc. will also notify any institution with whom it now or hereafter maintains any deposit account of the existence of the Town's security interest in the account.



- (ii) The Town agrees to subordinate its interest, if necessary, to finance the purchase of equipment or property. The subordination shall only be with respect to the specific equipment and/or property that Natick Pegasus Inc. might wish to finance.
- C. Upon the dissolution of Natick Pegasus Inc., Natick Pegasus, Inc. shall, subject to the approval of the, Natick Board of Selectmen, transfer all assets of Natick Pegasus Inc. representing Town-funded equipment and facilities, and/or the proceeds of either to the Town, or at the Town's option, to such organization or organizations designated by the Town to manage access which shall at the time qualify as a tax exempt organization(s) under Section 501(c3) of the Internal Revenue Code (or the corresponding provisions if any future United States Internal Revenue Law or other applicable law).
- D. Natick Pegasus shall have the ability to sell, trade, barter or otherwise dispose of equipment that it determines is no longer of service to Natick Pegasus, Inc., for the purpose of replacement or upgrade of such equipment.

#### SECTION 9. INSURANCE.

Natick Pegasus, Inc. and any and all consultants and sub consultants of Natick Pegasus, Inc. shall provide and maintain throughout the term of this Agreement 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 \$500,000/\$500,000/\$500,000.
- B. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$3,000,000 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 -Combined single limit of \$1,000,000.
- D. EQUIPMENT INSURANCE. Insurance shall be maintained to replacement cost on all equipment and facilities, including fixtures, funded in whole or in part under this Agreement. The insurance shall include, at a minimum, insurance against loss or damage beyond the user's control, theft, fire or natural catastrophe. The Town shall be shown as lien holder on all policies.
- E. Additional Insured. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, and Automobile Liability Insurance upon vehicles owned by Natick Pegasus, Inc.
- F. All certificates and policies shall contain the following provision:  
"Notwithstanding any other provision herein, should any of the above policies be canceled 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 Board of Selectmen, 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. Natick Pegasus, Inc. 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 this Agreement.
- H Natick Pegasus, Inc. 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 and automobile liability insurance 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:
- (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;
  - (3) is a risk retention group lawfully providing insurance to its members in Massachusetts.
- J Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Agreement. In the event that Natick Pegasus, Inc. discovers that any such policy of insurance has lapsed without renewal, Natick Pegasus, Inc. shall (1) immediately notify the Town of Natick, and (2) obtain restatement of such policy of insurance within twenty-four (24) business hours after the time of such discovery. In the event that Natick Pegasus, Inc. fails and/or refuses to reinstate such policy of insurance within said twenty-four (24) business hours, this Agreement shall terminate upon the expiration of the twenty-four (24) business hour period.

#### SECTION 10. INDEMNIFICATION.

- A Natick Pegasus, Inc. shall indemnify, defend, and hold harmless the Issuing Authority and the Town, its boards, commissions, committees, employees, officers, agents, and/or volunteers from and against any and all claims, suits, actions, causes of action, losses, damage, or liabilities of any kind, nature or description including payment of litigation costs and attorneys' fees, brought by any person or persons for or on account of any loss, damage or injury to person(s), property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, howsoever the same may be caused, directly or indirectly arising or resulting from any alleged acts or omission of Natick Pegasus, Inc., its officers, employees, agents and/or subcontractors arising out of or resulting from the operation of the PEG Access facilities and channels in the Town and/or performance pursuant to this Agreement.
- B Natick Pegasus, Inc. shall indemnify and hold harmless the Issuing Authority, and the Town, its boards, commissions, committees, employees, officers, agents, and/or volunteers from and against any and all claims, suits, causes of action, losses, damages or liabilities of any kind, nature or description, including payment of costs of litigation and attorney's fees, arising from or in connection with claims or loss or damage to person(s) or property arising out of the failure to comply with any applicable laws, rules, regulations or other requirements of local, State and/or

Federal authorities, for claims of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or at equity which claims, suits, causes of action, losses, damages or liabilities, directly or indirectly, result from Natick Pegasus, Inc's. use of channels, funds, equipment, facilities and/or staff granted pursuant to this Agreement and/or the Cable Television License agreements.

- C. To the fullest extent permitted by law, the Town shall indemnify, defend, and hold harmless Natick Pegasus, Inc., its officers, Board members, agents and/ or employees from and against any and all claims, losses, liabilities, or damage including payment of reasonable attorneys' fees arising out of or resulting from the performance of this Agreement, to the extent caused by any act or omission of the Town.

#### SECTION 11. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICE.

Natick Pegasus, Inc. shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, 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. Natick Pegasus, Inc. shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, 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.

#### SECTION 12. INDEPENDENT CONTRACTOR.

Natick Pegasus, Inc. acknowledges that it shall perform services under this agreement as an independent contractor and is not to be considered to be an agent or employee of the Town. No employee, agent or representative of Natick Pegasus, Inc. shall be entitled to receive any benefits of employment with the Town, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

If in the performance of this Agreement any third persons are employed by Natick Pegasus, Inc., such persons shall be entirely and exclusively under the control, direction and supervision of Natick Pegasus, Inc. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by Natick Pegasus, Inc. and the Town shall have no right or authority over such persons or terms of employment.

#### SECTION 13. ASSIGNMENT AND SUBLETTING.

Neither this Agreement nor any interest herein shall be assigned or transferred by Natick Pegasus, Inc., except as expressly authorized in advance in writing by the Issuing Authority.

#### SECTION 14. ANNUAL REPORTS.

Prior to March 15 of each year of this Agreement, Natick Pegasus, Inc. shall submit to the Issuing Authority and the Office of the Attorney General (where applicable) an annual report for the preceding calendar year (January 1 - December 31). This report shall contain, at a minimum, the following information:

- A. Statistics on programming and services provided;
- B. Current and complete listing of Natick Pegasus, Inc.'s Board of Directors;
- C. Year-end financial statements.
- D. Consideration of alternative content delivery.
- E. Copies of all disclosures, tax returns, and other documents required to be filed under applicable State and Federal laws.

#### SECTION 15. RECORDS. FISCAL AUDIT.

- A. Natick Pegasus, Inc. shall maintain all necessary books and records, in accordance with generally accepted accounting principles.
- B. Upon reasonable request from the Issuing Authority, Natick Pegasus, Inc. shall, at any time during normal business hours, make available all of its records with respect to all matters covered by this Agreement.
- C. Natick Pegasus, Inc. shall prepare (or have prepared) and submit to the Issuing Authority a fiscal audit by a certified public accountant, at least every three (3) years.

#### SECTION 16 . FUNDING AND OTHER RESOURCES.

The Natick Board of Selectmen agrees to make the following funds and resources available to Natick Pegasus, Inc.:

- A. Comcast, RCN and Verizon have dedicated certain channel capacity (spectrum on the cable system) for PEG access use. The Natick Board of Selectmen agrees to permit Natick Pegasus, Inc. to manage such channel capacity for PEG access programming purposes.
- B. Funding for PEG Access Facilities and Equipment.
  - 1. In accordance with the Section 6.6 of the current Comcast Cable Television Renewal License agreement, Section 6.5 of the current RCN Cable Television Final License, and Section 5.2 of the current Verizon Cable Television License agreement, funds shall be provided to the Town that may be used for the construction of a PEG access facility and purchase of equipment.
  - 2. In accordance with Section 6.5 of the current RCN Cable Television Final License, ongoing funding shall be provided to the Town, for replacement and/or additional PEG access equipment.

3. The Natick Board of Selectmen agrees to provide to Natick Pegasus, Inc. all funds that it receives from Comcast, RCN and Verizon and future cable providers specified for PEG access equipment purposes. Natick Pegasus, Inc. shall utilize such funds for the purchase of PEG Access equipment to be used for the purposes delineated in this Agreement. These funds shall be transferred to Natick Pegasus, Inc. upon thirty (30) days prior written notice to the Issuing Authority by Natick Pegasus Inc. requesting the funds. Funds may not be claimed by Natick Pegasus Inc. until such funds are received from the Cable Television Licensees pursuant to the Cable Television License agreements.

C. Funding for PEG Access Services.

1. In accordance with Section 6.5 of the Comcast Cable Television Renewal License, Section 7.1 of the RCN Cable Television Final License and Section 5.2 of the Verizon Cable Television License, the Cable Television Licensees shall provide ongoing funding to the Town for support of PEG access services.
2. The Issuing Authority shall provide to Natick Pegasus, Inc. the Telecommunications Funding paid to the Town by RCN pursuant to Section 7.1 of the RCN Cable Television Final License. These funds shall be held in a special account by the Town, designated "Cable Public, Educational, and Government (PEG) Access Support Fund" available only to support PEG Access as designated under this Agreement, and shall be available to support the PEG access services described previously in Section 2 of this Agreement entitled "Scope of Services". These funds shall be disbursed to Natick Pegasus, Inc., in accordance with the timeline specified in Section 19 of this Agreement.

SECTION 17. ANNUAL PLAN AND BUDGET.

- A. On or before August 15th of each year in which this Agreement is in effect, the Natick Board of Selectmen shall provide Natick Pegasus, Inc. with an estimate of the funds that will be available to Natick Pegasus Inc. for the upcoming calendar year.
- B. On or before October 30 of each year in which this Agreement is in effect, Natick Pegasus, Inc. shall provide to the Natick Board of Selectmen an Annual Plan and Budget outlining activities and programs planned for the following calendar year with funds and channels received from the Town. Such plan shall contain:
  1. A statement of anticipated number of hours of original PEG Access programming;
  2. Training classes to be offered and frequency of classes;

- 3 Other access activities planned by Natick Pegasus, Inc.; and
- 4 A detailed operating and capital equipment and facilities budget.
- 5 Provide a general statement on our investment/ savings principals and long term capital plan.

#### SECTION 18. EXPENDITURE OF FUNDS.

Natick Pegasus, Inc. shall spend funds received from the Town solely for the purposes listed in its Annual Plan and Budget and Section 2 (Scope of Services) of this Agreement. Funds not expended in the year covered by the Annual Plan and Budget may be carried over by Natick Pegasus, Inc. into succeeding years. Upon termination of this Agreement, all funds of any kind received from the Town and not expended by Natick Pegasus, Inc. shall be returned to the Town. Natick Pegasus, Inc. shall provide for such fiscal control and accounting procedures as are necessary to assure proper disbursement and accounting for funds received from the Town.

#### SECTION 19. RECEIPT OF APPROVED FUNDING.

For each year in which Natick Pegasus, Inc. has submitted the Annual Plan and Budget to the Town as required under Section 17 of this Agreement, the Town shall make payments to Natick Pegasus Inc. as provided in Section 16B. and Section 16C. of this Agreement. Subject to the provisions of said Section 16B. and 16C, those payments shall be made within thirty (30) days of receiving funds from cable providers.

#### SECTION 20. FUNDING FROM OTHER SOURCES.

Natick Pegasus, Inc. may, during this Agreement, solicit and receive supplemental funds from other sources, including, but not limited to corporate sponsorships, donations, bequests and fundraising activities. The cablecasting of commercial advertisements as a source of funds is strictly prohibited.

#### SECTION 21. TERM OF AGREEMENT.

The term of this Agreement shall be for three (3) years, from July 1, 2017 through June 30, 2020. If permitted by law, the term of this Agreement may be extended in accordance with Section 23 of this Agreement.

#### SECTION 22. TERMINATION OF AGREEMENT: TRANSFER OF ASSETS.

- A. The Natick Board of Selectmen shall have the right upon one hundred twenty (120) days prior written notice to Natick Pegasus, Inc. to terminate this Agreement for:
  1. Breach of any provision of this Agreement by Natick Pegasus, Inc.;

- 2 Malfeasance, misfeasance, misappropriation of funds provided for herein by Natick Pegasus, Inc.; and/or
  - 3 Loss of Section 501(c)(3) status by Natick Pegasus, Inc.
- B. Natick Pegasus, Inc. may avoid termination by curing any such breach to the satisfaction of the Natick Board of Selectmen within one hundred twenty (120) days of notification or within a time frame agreed to in writing by the Town and Natick Pegasus, Inc.
- C. Upon termination of this Agreement, Natick Pegasus, Inc. shall immediately transfer to the Town all equipment, real property, fixtures, contracts, leases, deposit accounts or other assets received by or purchased by Natick Pegasus, Inc. with funds received pursuant to this Agreement and/or the Cable Television Licenses.

#### SECTION 23. EXTENSION OF AGREEMENT.

If permitted by law, the term of this Agreement may be extended, pursuant to the following process:

- A. If Natick Pegasus, Inc. seeks an extension of the term of this Agreement it shall on or before December 1, 2016, submit to the Natick Board of Selectmen a letter of intent requesting extension.
- B. On or before March 1, 2017, the Natick Board of Selectmen shall respond to Natick Pegasus Inc.'s letter of intent to request extension. If the Natick Board of Selectmen intends to refuse to extend the term of this Agreement, it shall explain the reasons for this decision in its response to Natick Pegasus, Inc. The Natick Board of Selectmen may not refuse to extend the term of this Agreement based upon a failure of Natick Pegasus, Inc. to comply with the terms of this Agreement unless the Board of Selectmen has provided Natick Pegasus, Inc. with a notice of its failure to comply with the terms and the opportunity to cure said noncompliance.

#### SECTION 24. TIME.

Time is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

#### SECTION 25. COOPERATION.

Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement.

#### SECTION 26. APPLICABLE LAW.

This Agreement shall be governed by and interpreted and enforced under the laws of the

Commonwealth of Massachusetts. SECTION 27.

NOTICES.

All notices and other communications to be given by either party may be given in writing, depositing the same in the United States mail, postage prepaid and addressed to the appropriate party as follows:

To the Town of Natick

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

To Natick Pegasus Inc.:

Natick Pegasus Inc.  
c/o President Board of Directors  
2 Summer Street, Suite 350  
Natick, MA 01760



Any party may change its address for notice by written notice to the other party at any time. SECTION 28.

#### ENTIRE AGREEMENT.

This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral.

#### SECTION 29. MISCELLANEOUS.

- A. This Agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid.
- B. If any provision of this Agreement is determined 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.

- C. Criminal Background Screening

For each employee of Natick Pegasus, Inc. or volunteer for Natick Pegasus, Inc. who is performing services under this Contract, Natick Pegasus, Inc. 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 Natick Pegasus, Inc.'s pre-employment criminal background screen. The Town shall be permitted to keep such information in its files. In the event that any employee refuses to permit Natick Pegasus, Inc. to provide such information to the Town, Natick Pegasus, Inc. shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town.

- D. Use of Alcoholic Beverages/Controlled Substances Prohibited Natick

Pegasus, Inc. 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 Natick Pegasus, Inc. 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 there is reasonable credible evidence that any officer, employee, agent, or representative of Natick Pegasus, Inc. violated the foregoing provision, the Town of Natick shall have the right to order by written communication that such officer, employee, agent, or representative of Natick Pegasus, Inc. shall not be permitted to return to work on this Agreement. Under such circumstances, Natick Pegasus, Inc. 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, unless later authorized in writing by the Town of Natick. Notice requirements (section 27) may be satisfied by hand delivery to the Natick Pegasus

President or Station Manager for this section.

- E. Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smoke Free Workplace Law, Natick Pegasus, Inc., its officers, employees, agents, and representatives, shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.
- F. Natick Pegasus, Inc. shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, 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 action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, 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.
- G. Natick Pegasus, Inc. shall not assign or subcontract in whole or in part this Agreement or in any way transfer any interest in this Agreement without the prior express written approval of the Town.
- H. This Contract may be amended only by written consent of the parties.
- I. 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 about the transaction contemplated.
- J. 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.
- K. The provisions of this Contract shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.**

TOWN OF NATICK

NATICK PEGASUS. INC.

By its Board of Selectmen

By:

\_\_\_\_\_  
Jonathan Freedman, Chairman

\_\_\_\_\_  
Henry Szretter, President

\_\_\_\_\_  
Susan G. Salamoff, Vice-Chair

\_\_\_\_\_  
Richard P. Jennett Jr., Clerk

\_\_\_\_\_  
Michael J. Hickey Jr.

\_\_\_\_\_  
Amy K. Mistrot

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Town Counsel**

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

Appendix A  
**Definition of Terms**

- (1) Access: The right or ability of any Natick resident and/or any Persons affiliated with a Natick institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.
- (2) Access Channel: A video channel which the Licensee shall make available, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.
- (3) Access Corporation: The entity, as may be designated by the issuing Authority of the Town of Natick from time to time, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System, or any other or successor entity.
- (4) Drop or Cable Drop: The coaxial cable that connects an Outlet to the feeder line of the Cable System.
- (5) Educational Access Channel: A specific channel(s) on the Cable System made available by the Licensee to Natick educational institutions and/or educators wishing to present non-commercial educational programming and information to the public.
- (6) FCC: The Federal Communications Commission, or any successor agency.
- (7) Final License: The non-exclusive Cable Television Final License granted a Licensee.
- (8) Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial programming and/or information to the public.
- (9) Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; revenues received from all Cable Modem Services, unless a court of competent jurisdiction or a regulatory body of appropriate jurisdiction makes a final ruling that such Cable Modem Service is not legally deemed to constitute a Cable Service; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales; all home-shopping service(s) revenues; any other Cable Service revenues as allowed by applicable law; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for

the carriage of advertising. Gross annual revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to such Signal carriage.

Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(10) Issuing Authority: The Board of Selectmen of the Town of Natick, Massachusetts.

(JI) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Natick, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(12) Licensee: Comcast, Verizon and RCN-BecoCom, L.L.C. or any successor(s) and/or transferee(s) in accordance with the terms and conditions in the Renewal License and/or the Final License.

(13) Local Origination ("LO") Programming: Local Programming produced and presented by the Licensee.

(14) Origination Capability or Origination Point: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(15) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(16) ) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.

(17) Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee for the use of Natick residents and/or organizations wishing to present non-commercial programming and/or information to the public.

(18) ) Renewal License: The non-exclusive Cable Television License granted to Comcast.

(19) Signal: Any transmission of electromagnetic or optical energy, which carries video, voice, or data from one location to another.

(20) State: The Commonwealth of Massachusetts.

(21) Town: The Town of Natick, Massachusetts.

(22) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

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**ITEM TITLE:** Correspondence 6/26/17

**ITEM SUMMARY:**

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**ATTACHMENTS:**

| <b>Description</b>     | <b>Upload Date</b> | <b>Type</b> |
|------------------------|--------------------|-------------|
| Correspondence 6/26/17 | 6/22/2017          | Cover Memo  |



# NORFOLK COUNTY AGRICULTURAL HIGH SCHOOL

*The County of Presidents*

400 MAIN STREET, WALPOLE, MA 02081

Telephone: (508) 668-0268

Fax: (508) 668-0612

Email: [ncahs@norfolkaggie.org](mailto:ncahs@norfolkaggie.org)

Web Site: [www.norfolkaggie.org](http://www.norfolkaggie.org)

## TRUSTEES

EDWIN S. LITTLE, Sharon, Chairman Ext. 10599  
MICHAEL McFARLAND, Quincy, Vice Chairman  
PETER H. COLLINS, Milton  
FRANCIS W. O'BRIEN, Dedham  
JOSEPH P. SHEA, Quincy  
MATTHEW J. SHEEHAN, Dedham  
ELIZABETH SMITH, Franklin

TAMMY T. QUINN, Ed. D, Superintendent-Director, Ext. 11207  
RICHARD D. FITZPATRICK, Business Manager, Ext. 11211  
MICHAEL T. COURNOYER, Principal, Ext. 12102  
JANE M. WIGGIN, Director of Student Services, Ext. 12207  
LINDA M. RADZVILLA, Vocational Assistant Principal, Ext. 19128  
SEAN G. CROWLEY, Academic Assistant Principal, Ext. 15119  
DAWN K. CARON, Dean of Students, Ext. 13124

June 9, 2017

Town Administrator  
135 East Central Street  
Natick, MA 01760

Dear Town Administrator:

Enclosed you will find a list of students who will be enrolled at the Norfolk County Agricultural High School from the town/city of Natick, as of the fall of 2017.

Please be aware that as the summer unfolds, enrollment may change. Additional students may be offered admission and will move from the waitlist to active enrollment. Conversely, some students withdraw from enrollment. In either instance, we will contact your office with an updated account of students from your town.

If you require additional details, please don't hesitate to contact my office directly.

Sincerely,

Tammy T. Quinn, Ed.D.  
Superintendent-Director

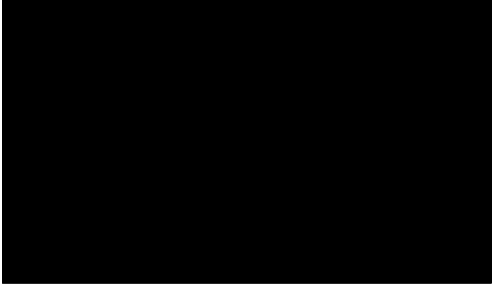
TTQ/ls

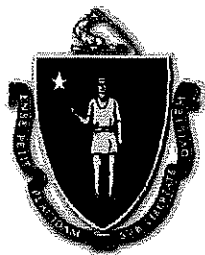
The Norfolk County Agricultural High School is an equal opportunity employer who does not discriminate on the basis of race, color, sex, gender identity, sexual orientation, religion, national origin, disability status, genetic information and testing or the Family and Medical Leave Act in its education activities or employment practices as required by Title IX of the 1972 Federal Education Amendments, by Section 504 of the 1973 Rehabilitation Act and by Chapter 622 of the General Laws of the Commonwealth of Massachusetts.

*A service to Norfolk County-Regional Government representing twenty-eight communities of: Avon, Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxborough, Franklin, Holbrook, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Plainville, Quincy, Randolph, Sharon, Stoughton, Walpole, Wellesley, Westwood, Weymouth, Wrentham*



# Enrollment for 2017-2018

|           |         |   |        |    |       |
|-----------|---------|---|--------|----|-------|
| Julie     | O'Dell  |  | Natick | MA | 01760 |
| Aleta     | Sosa    |   | Natick | MA | 01760 |
| Christian | Giorgio |   | Natick | MA | 01760 |
| Trevor    | Topham  |   | Natick | MA | 01760 |



COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF  
ENERGY AND ENVIRONMENTAL AFFAIRS  
**DEPARTMENT OF ENERGY RESOURCES**  
100 CAMBRIDGE ST., SUITE 1020  
BOSTON, MA 02114  
Telephone: 617-626-7300  
Facsimile: 617-727-0030

**Charles D. Baker**  
Governor

**Matthew A. Beaton**  
Secretary

**Karyn E. Polito**  
Lt. Governor

**Judith F. Judson**  
Commissioner

June 19, 2017

Martha L. White, Town Administrator  
Town of Natick  
13 East Central Street  
Natick, MA 01760

Dear Town Administrator White:

I am pleased to inform you that the Department of Energy Resources (DOER) Green Communities Division has approved an award of \$159,162 for the following projects proposed in the Town of Natick's Green Communities Competitive Grant application.

List of projects funded:

- \$53,610.01, Morse Institute—HVAC Occupancy Sensors
- \$45,387.00, Morse Institute—EC Motor Replacements
- \$21,621.50, East School—Interior/Exterior LED Conversion
- \$16,107.49, Memorial Elementary School—Exterior LED Conversion
- \$3,036.00, Fire Station 3—Hybrid Electric Heat Pump Hot Water
- \$8,500.00, Senior Center—EV Charging Station
- \$10,900.00, Town vehicles—Hybrid Vehicle Upfit, Water Truck


The Division reviewed Natick's grant application and has determined these are viable projects that meet the eligibility requirements of our Competitive Grant program. **Please note that, due to the**

**competitive nature of this grant program, the use of these funds is restricted to the specifically-approved projects listed above.**

Jane Pfister, Green Communities Grant Coordinator, will follow up with the contact person listed in your competitive grant application to discuss next steps, including coordination of the grant contract process. The Green Communities Division looks forward to working with the Town of Natick on your grant projects. We congratulate you on your grant award, and applaud your efforts to create a cleaner energy future for your community and the Commonwealth as a whole.

Please do not hesitate to contact me at 617-626-7832 or by email at [joanne.bissetta@state.ma.us](mailto:joanne.bissetta@state.ma.us) with any questions you may have regarding your grant award.

Sincerely,

A handwritten signature in black ink, appearing to read "Joanne Bissetta".

Joanne Bissetta, Deputy Director  
Green Communities Division

Cc: Jonathan Freedman, Chair, Board of Selectmen  
Jillian Wilson Martin, Sustainability Coordinator  
Neal Duffy, Green Communities Regional Coordinator

Phone (508) 653-8007  
Fax (508) 653-8194



33 West Central Street  
Natick, MA 01760-4503

June 15, 2017

Natick Health Department  
Natick Town Hall  
2<sup>nd</sup> Floor  
13 East Central Street  
Natick, MA 01760

RE: Phase II Comprehensive Site Assessment, Release Abatement Measure Completion Statement, and Permanent Solution with No Conditions Statement  
4 Cottage Street, Natick, MA 01760  
RTN # 3-33335

To Whom It May Concern:

This letter is to inform you that a Phase II Comprehensive Site Assessment, Release Abatement Measure Completion Statement and Permanent Solution with No Conditions Statement has been submitted to MassDEP for the above referenced property at 4 Cottage Street in Natick, MA, currently owned by the Natick Housing Authority.

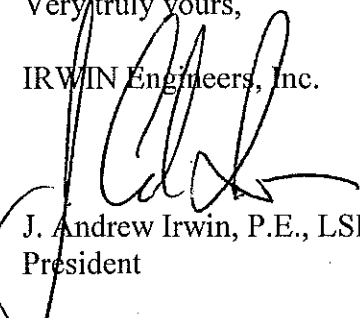
Extractable petroleum hydrocarbon (EPH) fractions were detected in groundwater near out of service heating oil underground piping at concentrations exceeding MCP RCGW-1 reportable concentrations in 2015 during assessment activities prior to removal of the piping and associated underground storage tank (UST). Soil concentrations have not exceeded reporting criteria.

Remedial additives were applied at the Site following the removal of the UST to aid in the biodegradation of the residual hydrocarbons present in groundwater. Remedial additive treatment has reduced petroleum hydrocarbon concentrations in the UST area so that a condition of No Significant Risk has been achieved.

The report can be accessed on the MassDEP waste site file viewer using the above referenced RTN. If you have any question regarding the information presented in the report, please contact our office at (508) 653-8007.

Very truly yours,

IRWIN Engineers, Inc.

  
J. Andrew Irwin, P.E., LSP  
President

cc: Natick Board of Selectmen

RECEIVED

JUN 20 2017

BOARD OF SELECTMEN  
NATICK, MA



June 13, 2017

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

**Re: Channel Line Up Information and  
S&H Price Change**

Dear Chairman and Members of the Board:

As part of our continuing effort to keep you informed, I wanted to share with you the following information:

On or around July 13, 2017, Olympics Channel HD will be available on ch 846 with our Digital Preferred tier. Universal HD on ch 846 & 1419 will be ceasing operations.

Starting August 1, 2017, due to increased business costs, the standard shipping charge for a Self-Installation Kit will increase from \$9.95 to \$15.00.

Beginning August 15, 2017, Sprout HD will be added to Expanded Basic and Family Tier ch 927. RLTV will no longer be available on ch 125 & ch 1498.

Customers are receiving this information, in advance, via bill message.

If you have any questions, please do not hesitate to contact me at 508-647-1418.

Sincerely,

*Greg Franks*

Greg Franks, Sr. Manager  
Government Affairs

RECEIVED

JUN 19 2017

BOARD OF SELECTMEN  
NATICK, MA



**SOUTH MIDDLESEX REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT**  
750 Winter Street • Framingham, MA 01702 • 508-416-2100 • Fax 508-879-1059

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**JONATHAN EVANS**  
*Superintendent/Director*  
[jevans@jpkeefehs.org](mailto:jevans@jpkeefehs.org)

**DOLORES SHAREK**  
*Director of Finance*  
[dsharek@jpkeefehs.org](mailto:dsharek@jpkeefehs.org)

**Jonathan Freedman**  
**Board of Selectmen Chairperson**  
**Natick Town Hall**  
**13 E. Central Street**  
**Natick, MA 01760**

RECEIVED

JUN 1 9 2017

BOARD OF SELECTMEN  
NATICK, MA

June 1, 2017

Dear Board of Selectmen Chairperson:

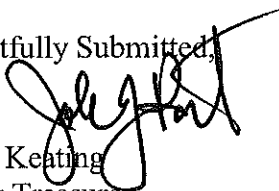
In accordance with M.G.L. Ch 71 §16B regarding Regional School District budgets and apportionment of expenses, the South Middlesex Regional Vocational Technical School District [Joseph P. Keefe Technical High School] submits the following information with regard to its fiscal year 2018 operations budget.

A two-thirds vote was taken and unanimously approved at the March 6, 2017 School Committee meeting for a total FY18 operating expense budget of \$18,602,440.

All credits and state aid projected amounts have been applied leaving the member town apportionment total of \$13,504,959. The FY18 apportionment is calculated per the regional agreement using an enrollment count of 716 in-district students as of October 1, 2016.

**The portion of assessment required by your district is \$1,427,911** as certified with anticipated credits from the state as of the date of said school committee meeting.

Respectfully Submitted,

  
John J. Keating  
District Treasurer

Cc: Board of Selectpersons, Chair  
Finance Committee, Chair  
Town Treasurer  
Town Manager

Corresp.



*Smart Growth & Regional Collaboration*

## MEMORANDUM

**To:** MAPC Council Representatives and Other Local Officials  
**From:** Marc D. Draisen, Executive Director  
**Subject:** Call for Project Concepts  
**Date:** June 6, 2017

I am writing today to invite you to submit project concepts for work to be undertaken by the Metropolitan Area Planning Council (MAPC), for the benefit of your municipality through our Technical Assistance Program (TAP). Through this Call for Project Concepts, we are soliciting ideas for projects that will commence in summer or fall 2017. Direct calls for applications are generally released twice a year in the spring and fall. Awards are made on a rolling basis pending the availability of funding, with a batch of awards often made in the late fall and late spring of each year.

Through the TAP we are able to fund a diverse range of projects. Municipalities can submit concepts for individual, community-specific projects and for multi-community projects. At this time, due to funds generously granted to MAPC by the Barr Foundation, we are particularly able to address project ideas in the following categories. However, municipalities should feel free to suggest projects that meet other needs as well.

- Arts and Cultural Planning and Creative Placemaking: Projects that engage arts, culture, and creativity to advance municipal and regional planning objectives across a range of topics, such as revitalizing neighborhoods, downtowns, village centers, or old industrial sites; housing and economic development; advancing clean energy; reducing greenhouse gas emissions or adapting to climate change; improving public health outcomes; protecting the environment; improving mobility; or generally making your community more equitable, sustainable, and resilient. Projects can include creative placemaking, creative community development, cultural asset mapping, cultural planning, arts and cultural data collection and analysis, arts and cultural policy, and projects advancing equity and inclusion, including those that use creative approaches to engaging constituencies that are traditionally under-represented in the planning process. For examples of current projects, please visit: <http://www.mapc.org/artsandculture>.
- Equitable Transit-Oriented Development: Station area or corridor plans that focus on redevelopment opportunities around subway, light rail, commuter rail, bus rapid transit, or key bus routes. Projects are expected to include an emphasis on affordable or mixed-income housing, mixed-use development (residential along with commercial or industrial), and/or economic development in smart growth locations. You can also request market analyses for the study area. These planning processes generally include meaningful community engagement, with an emphasis on traditionally under-represented populations. They can also include related topics such as public health outcomes, minimizing or mitigating displacement, and/or clean energy improvements. For examples of previous plans, please visit: <http://www.mapc.org/TOD>.

I also would like to make you aware of an imminent technical assistance opportunity provided by the Executive Office of Energy & Environmental Affairs (EOEEA), called "Planning Assistance Grants." We are anticipating that this RFR will be released over the next few weeks. We expect that these funds

can be used for implementing smart growth recommendations such as housing bylaws and ordinances, climate adaptation recommendations, zoning for land preservation, and other smart growth land use practices. Remember that MAPC can be a technical assistance provider to your community on these grants, so you may want to discuss a concept with us if you plan to use MAPC services later. MAPC may also be able to provide additional funds to augment the state and local funds if a project scope exceeds the amount available from those sources.

### **Submit a Short Project Concept**

Guidance on what to include in your project concept is provided below. After you submit a concept, we will work with you to determine the best funding source or sources for each project, based on the specific ideas you present and the timetable and criteria of the funding sources that are best suited to fund the work. Just come up with the best concepts you can in accordance with the guidelines in this memo, and we will try and fund as many projects as possible through our technical assistance resources or by working with you to apply to state grant programs. Generally speaking, we give preference to projects that advance the regional land use and policy plan, *MetroFuture: Making a Greater Boston Region*. Projects that involve multiple municipalities and projects that will advance equity within the region are always considered important priorities. For further information on the program's priorities, please see [www.mapc.org/tap](http://www.mapc.org/tap).

### **Applying for Assistance**

Please submit a short, 1-2 page maximum project concept on municipal letterhead to Land Use Director Mark Racicot at [mracicot@mapc.org](mailto:mracicot@mapc.org). Please include the following:

1. Lead Municipality and Lead Contact for Submittal: Designate a lead contact for the submittal. In the event that this is a multi-municipal proposal, indicate the lead municipality for the submittal and whether firm commitments have been secured from participating municipalities.
2. Project Description and Context: Provide a 1-2 paragraph description of the project. Provide an overview of project context, including geographic location and relevant previous and current planning efforts, e.g., plans, reports or studies.
3. Project Need and Alignment with Local, Regional, and State Goals: Describe the community need(s) the project will address, and its alignment with local, regional and/or state goals. You can learn more about the overall priorities for the TAP and each funding source at [www.mapc.org/tap/faq](http://www.mapc.org/tap/faq).
4. Project Deliverable(s) and Outcomes: Identify the specific products expected from the project, e.g., master plan, community or corridor plan, draft or adopted bylaw or ordinance, inter-municipal agreement, streamlined permitting procedures, collective purchasing agreement. Also, identify the anticipated outcomes and changes in the municipality and/or region that you expect will be achieved.
5. Community Engagement: Explain how local officials, community groups, businesses and/or institutions will be involved in the planning process, as appropriate, and how the project will involve groups that are historically under-represented in planning processes, e.g., low-income individuals, racial/ethnic minorities, youth, seniors, recent immigrants, small business owners, etc.
6. Project Timeline: Outline the anticipated project timeline and associated project milestones, e.g., must be completed in time for close of fall Town Meeting warrant in August.
7. Municipal Commitment: Describe the municipal commitment to the project. Indicate the support of the mayor, city manager, or town administrator and municipal boards, committees, and/or commissions. For single-municipality and multi-municipal project



concepts, detail each municipality's commitment to move ahead with the project in a timely fashion, e.g., will establish a multi-municipal project advisory committee to move the project along.

8. **Municipal Contribution:** Define any in-kind and/or financial contribution by the municipality to the project, e.g., X hours of municipal planner staff time or Planning Board volunteer time to assist in analysis; X dollars towards direct costs, such as meeting refreshments and translation and interpretation.
9. **Signature:** The submittal must be signed by the mayor, city manager, or town administrator. In the case of a multi-community project, the lead municipality's representative will sign the approved scope of work after the project has been accepted. For multi-municipal project concepts, it is ideal—but not required—to verify support from the mayor, city manager or town administrator in each participating municipality in the form of a signature on the submittal by all participating municipalities.

## **Funding Sources**

The MAPC TAP is funded through various sources including District Local Technical Assistance (DLTA), Planning for MetroFuture Technical Assistance (PMTA), and grants. DLTA comes through a state appropriation, whereas PMTA arises from the assessment dollars that you all contribute to our region-wide work. MAPC actively fundraises to expand our technical assistance budget by seeking funds from philanthropic sources. This year, the Barr Foundation has also provided generous support to assist in several topical areas, arts and culture, E-TOD, and climate adaptation. We also leverage funds from state-administered grant programs, including significant resources from the Community Compact Program, the Department of Housing & Community Development (DHCD), and the Executive Office of Energy & Environmental Affairs (EOEEA).

Approved projects are awarded a funding allocation that is based on an assessment of anticipated tasks. If MAPC cannot fully fund the project, we will work with the municipality (or municipalities) to achieve additional funding from other sources. Most awards will draw upon a variety of funding sources—including DLTA, PMTA, grants from private foundations, leveraged grants from state programs, and fee-for-service contributions. Selected projects are assigned to a Project Manager, who works with municipalities to develop detailed scopes of work.

## **Decision-Making Timeline**

MAPC will acknowledge receipt of project concepts within two business days. MAPC reviews submitted applications on a rolling basis. To check on the status of your submittal, contact Land Use Director Mark Racicot at 617-933-0752 or [mracicot@mapc.org](mailto:mracicot@mapc.org).

## **Discuss a Project Concept with MAPC Staff**

Please feel free to contact any member of the MAPC staff with whom you have worked on a project in the past or any of the program staff listed below to discuss a potential project.

### Departments and Divisions

- Arts and Culture Manager Jenn Erickson: 617-933-0759, [jerickson@mapc.org](mailto:jerickson@mapc.org)
- Clean Energy Director Cameron Peterson: 617-933-0791, [cpeterson@mapc.org](mailto:cpeterson@mapc.org)
- Data Services Director Tim Reardon: 617-933-0718, [treamdon@mapc.org](mailto:treamdon@mapc.org)
- Environment Director Martin Pillsbury: 617-933-0747, [mpillsbury@mapc.org](mailto:mpillsbury@mapc.org)
- Land Use Director Mark Racicot: 617-933-0752, [mracicot@mapc.org](mailto:mracicot@mapc.org)

- Municipal Collaboration Director Mark Fine: 617-933-0789, [mfine@mapc.org](mailto:mfine@mapc.org)
- Public Health Director Barry Keppard: 617-933-0750, [bkeppard@mapc.org](mailto:bkeppard@mapc.org)
- Transportation Director Eric Bourassa: 617-933-0740, [ebourassa@mapc.org](mailto:ebourassa@mapc.org)

#### Subregional Coordinators

- Inner Core Committee (ICC) Coordinator Karina Milchman, 617-933-0738, [kmilchman@mapc.org](mailto:kmilchman@mapc.org)
- Minuteman Advisory Group on Interlocal Coordination (MAGIC) Coordinator Heidi Stucker, 617-933-0739, [hstucker@mapc.org](mailto:hstucker@mapc.org)
- MetroWest Regional Collaborative (MWRC) Coordinator Karen Adelman, 617-933-0704, [kadelman@mapc.org](mailto:kadelman@mapc.org)
- North Shore Task Force (NSTF) Coordinator Sam Cleaves, 617-933-0748, [scleaves@mapc.org](mailto:scleaves@mapc.org)
- North Suburban Planning Council (NSPC) Coordinator Amanda Chisholm, 617-933-0736, [achisholm@mapc.org](mailto:achisholm@mapc.org)
- South Shore Coalition (SSC) Coordinator Emma Schnur, 617-933-0758, [eschnur@mapc.org](mailto:eschnur@mapc.org)
- Southwest Advisory Planning Committee (SWAP) Coordinator Kasia Hart, 617-933-0745, [khart@mapc.org](mailto:khart@mapc.org)
- Three Rivers Interlocal Council (TRIC) Coordinator Christine Howe, 617-933-0732, [chowe@mapc.org](mailto:chowe@mapc.org)