

BOARD OF SELECTMEN  
Edward H. Dlott Meeting Room  
AGENDA  
February 26, 2018  
5:30 PM

Open Session Begins at 7:00 PM

EXECUTIVE SESSION

Litigation: Massachusetts Opioid Litigation Attorneys (MOLA)

Collective Bargaining

- a. Vote PEC Agreement
- b. Police Negotiations Update
- c. Negotiation Parameters

Approve Executive Session Meeting Minutes

ANNOUNCEMENTS

1. Fire Chief Swearing-In Ceremony

ASK THE TOWN

CITIZEN'S CONCERNS

CONSENT AGENDA

2. Parkland, Florida
  - a. Approve letter of sympathy and support to Stoneman Douglas High School students
  - b. Approve call for action letter to Congresswoman Katherine Clark, Senators Elizabeth Warren and Ed Markey, and President Donald Trump for legislative and regulatory action to prevent gun violence in America
3. Endorse Nomination by the New England Chapter of the American Public Works Association of Arthur Goodhind, Supervisor of Land Facilities and Natural Resources/Tree Warden, to Receive the Professional Manager of the Year Award for Facilities and Grounds
4. Authorize Chair to Sign Letter to MA DOT to Request Construction Funding for Natick Center MBTA Station
5. Approve Requests for Exemption from Town By-Laws Chapter 41, Section 4
6. Approve Natick Center Cultural District Request to Paint Electrical Boxes
7. Approve Banner Request: American Cancer Society's Relay

for Life (4/30-5/13/18)

8. Approve Parade Permit: Walnut Hill School Commencement Procession (6/9/18)
9. Approve Parade Permit: ALS Tri-State Trek (6/22/18)
10. Weekly Warrant Reviews: 2/5/18 & 2/9/18
11. Approve Meeting Minutes

#### APPOINTMENTS

12. Eat Buttercup, LLC:
  - a. Application for Common Victualler's License
  - b. Application for Entertainment License for Piped-In Music/Television
13. Public Hearing: Eat Buttercup, LLC - Application for an On-Premises All Alcohol License
14. Steve Levinsky-Natick Center Associates
  - a. Natick Center Cultural District 4th Quarter Report
  - b. One-Day Alcohol License Request
15. Procurement Officer: Contracts
  - a. Community & Economic Dev't Director: Amendment #2 to CRT/Beta Contract
  - b. Town Clerk: Historic Document Preservation
  - c. Cole Center Playground
  - d. Mowing and Line Trimming
  - e. Pavement Management Engineering
  - f. Stormwater Feasibility
  - g. Document Management Consulting
16. Conservation Agent/General Planner, Community & Economic Development: Hazard Mitigation Plan Update
17. Comptroller: Quarterly Report FY 2018 - 2nd Quarter
18. Police Chief: Safety Committee Recommendations

#### DISCUSSION AND DECISION

19. Review of Fiscal Year 2019 Budgets
  - a. Police
  - b. Fire
20. 2018 Spring Annual Town Meeting Articles: Articles 18 & 19
21. Meeting with State Legislators-Discussion Topics
22. Coyote Issue: Follow-Up and Update
23. West Natick Fire Station Building Committee-Amend Charge and Composition
24. Ratify PEC Agreement

25. Update on South Main Street Timeline and Process

COMMITTEE/PROJECT UPDATES

26. Camp Arrowhead Update

TOWN ADMINISTRATOR NOTES

SELECTMEN'S CONCERNS

CORRESPONDENCE

Correspondence 02/26/18

Warrant Articles

\* A list of Warrant Articles and text are available on the website at [Natickma.gov](http://Natickma.gov), in the Town Clerk's Office, Selectmen's Office, Post Office, Bacon Free Library, and Morse Institute Library, and at one location in each precinct.

**Proposed Memorandum of Agreement Between**  
**The Town of Natick and**  
**All Collective Bargaining Units representing employees employed by the**  
**Town of Natick ("the Unions")**

The terms of this agreement will be in effect from July 1, 2018 through June 30, 2021

WHEREAS, the Town of Natick (the "Town") currently provides health insurance benefits to its eligible subscribers through participation in a collaborative known as the West Suburban Health Group (WSHG); and

WHEREAS, the Town and the Public Employees' Committee (PEC) have agreed to the following terms that will, if implemented, allow the Town to remain a member of WSHG; and

WHEREAS, the Town and the Unions by mutual acceptance of this Agreement acknowledge and affirm that said Agreement shall supersede and void any conflicting provisions in any Collective Bargaining Agreements (CBAs), and the parties mutually agree that the Town under the terms of MGL Chapter 32B section 19 and pursuant to a majority vote of the (PEC) have satisfied all of its bargaining obligations relating to the subjects of this Agreement:

NOW THEREFORE, the Town and the PEC ("the parties") agree as follows:

- 1) This Agreement will be for a three year period commencing July 1, 2018 and ending June 30, 2021. The PEC acknowledges and agrees that this Agreement shall be implemented by the Town if approved by weighted majority vote of the PEC comprised of Collective Bargaining Units of the Town and ratified and executed by the Board of Selectmen
- 2) The parties to this Agreement agree that the Board of Selectmen may, and are hereby authorized to, rescind the acceptance of MGL Chapter 32B section 19 at any time.
- 3) The parties agree that effective July 1, 2018 the Town will contribute 75% toward the cost of the premium for the lowest priced Limited Provider Network benchmark health insurance plan (Benchmark) and High Deductible health insurance plan (HDHP) for both family and individual plans and the lowest priced General Provider Network Benchmark and HDHP for both family and individual plans.

- 4) The parties agree that effective July 1, 2018, the Town will contribute 62% toward the cost of all other Benchmark and HDHP family and individual plans.
- 5) The Town's contribution to the Harvard Pilgrim PPO plan shall remain at 50%. The Town's contribution towards all Medicare supplement plans shall remain at 50%.
- 6) The Town shall continue to maintain a Flexible Spending Account program for eligible employees and shall continue to pay the administrative fee for all employees enrolled in the FSA. The Town will offer a debit card for all FSA subscribers. Notwithstanding any other terms in this Agreement, this provision shall sunset effective June 30, 2021 unless the Town in its sole discretion elects to continue the FSA program. Note that the FSAs are not available to subscribers of HDHPs.
- 7) The Town shall establish a Health Savings Account (HSA) program for all employees/non-Medicare retirees enrolled in a HDHP. The Town shall annually contribute to the HSA; \$1000 for an individual plan and \$2000 for a family plan. Payments to the HSA will be made in two equal amounts as follows: for FY 2019 – on or about the 15<sup>th</sup> of July and December; For FY 2020 – in the first pay period of the months of October and March; and, for FY 2021 – in the first pay period of the months of October and March. Employees who enroll mid-term will receive the first HSA payment on the next scheduled payment date and receive the second payment within sixty (60) days. Employees who start after all scheduled payment dates will receive a lump sum payment during the pay period following his/her start date. The Town shall pay the administrative fee for all employees enrolled in a HSA. Notwithstanding any other terms of this Agreement, the Town's contribution pursuant to this section shall sunset effective June 30, 2021.
- 8) The parties agree that in order to maintain eligibility for health care coverage from the Town of Natick, all subscribers (including those who are not changing their health care provider) must select a health insurance plan during the open enrollment period for FY 2019 health care coverage.
- 9) Should the West Suburban Health Group (WSHG) disband for any reason during the term of this Agreement, this Agreement shall become null and void and the Parties shall negotiate a new agreement pursuant to MGL Chapter 32B, sections 21-23 or MGL Chapter 32B, section 19, subject to the Board of Selectmen's acceptance of said statutes. If WSHG votes any other changes in health care coverage that affect this Agreement the Parties will meet to negotiate amendments to the Agreement regarding said changes.
- 10) The Town and the Union agree to promote subscribers' understanding of these health insurance changes through the use of direct mailings or emails and distribution of other promotional materials to the Town's employees and other impacted subscribers. In addition, the Town will schedule a minimum of 12

seminars to present information about all offered health insurance programs and be available to answer questions. Such seminars will be scheduled at various locations and times in an effort to make them as convenient as possible for employees to attend; no additional compensation will be offered to employees attending these seminars.

- 11) The Town will offer a three-year "opt-out" program for employees who have been enrolled in a Town health benefit plan for at least one year prior to the date the employee opted out, in accordance with the program details provided on the Opt-Out Form. The Town will make a payment of up to \$2,000 for those on the individual plan or a payment of up to \$4,500 for those on a family plan pursuant to the program details in the Opt-out form in June of each plan year. If an employee opts out for less than 12 months the payment will be pro-rated. Any employee who at any time received payment under the 2016 PEC Agreement effective July 1, 2016 to June 30, 2018 will receive additional payments that, when added to any payments received under the 2016 PEC Agreement, equals three years of payment during the term of the agreement.
- 12) Any and all provisions of any collective bargaining agreement relative to health insurance rates, contribution rates or policies between the Town or School Committee and any bargaining unit shall be superseded by the terms of this Agreement.
- 13) The parties agree that the Town will hold semi-annual meetings with the Insurance Advisory Committee and the members of the Public Employee Committee will be invited to said meetings.
- 14) The parties agree that the Town will commence applicable payroll deductions in June, 2018 for the insurance coverage scheduled to commence on July 1, 2018.
- 15) If this agreement is not extended or renewed or if the parties cannot reach an alternative agreement, health insurance offered by the Town shall retain the premium contribution breakdowns specified in paragraph three of this agreement.
- 16) The parties agree that the Town will budget \$60,000 in each fiscal year covered by this agreement for a "Continuity of Care Mitigation Fund." The Mitigation Fund is established for the purpose of helping employees/non-Medicare retirees and their covered family members who, at the time of open enrollment for the FY 2019 coverage year, are receiving active treatment by a primary specialist that specializes in a defined practice and that specialist is not covered within the Fallon Select network.

For these purposes, the terms "active treatment", "serious condition" and "primary specialist" are defined as follows:

- o Active treatment: treatment following an inpatient stay or outpatient

procedure for recovery or rehabilitation for a serious disease. It may include continuing care for a serious disease that requires diagnostic tests or adjustment of medications or treatments that occur and are scheduled every six months or sooner. Continuing care that occurs at intervals greater than every six months would not qualify as active treatment. It may also include an inpatient procedure for a serious disease scheduled no later than July 1, 2018. Active treatment does not include preventive services or services to monitor a patient's condition after the patient completes treatment for a serious disease.

- Active treatment shall also include mothers who give birth before July 1, 2018 if the mother requires postpartum care and the mother's care provider(s) is not covered under the Fallon Select plan/network.
- Serious condition: one that is life threatening or could lead to a serious or permanent disability if left untreated.
- Primary specialist (may include but not limited to): a primary medical specialist in the following fields or practice; cardiologist, endocrinologist, gastroenterologist, hematologist, oncologist, maternal fetal medicine, neonatologist, neurologist, nephrologist, orthopedist, urologist, medically necessary plastic surgeon, pediatric specialist.
- An employee/retiree/covered family member who believes he/she is eligible for this benefit is obligated to apply for Fallon Select coverage and pursue Fallon Transitional Care. Should continuation of the existing care be denied, pursue all available appeals in an effort to gain authorization from Fallon Select for continued treatment and care prior to the close of the open enrollment period for FY 2019 health insurance coverage.
- For employees who qualify for the Mitigation Fund, the Town will pay a stipend equal to the difference between 25% vs. 38% of the cost of the non-Fallon plans. If the costs under this provision exceed the \$60,000 appropriation during any fiscal year covered by this agreement, the funds will be distributed on a pro-rata basis.
- In FY 2020 and 2021, the Town will budget an appropriate amount based on FY 2019 obligations under this provision, not to exceed \$60,000.

17) The parties agree that the Town will budget \$40,000 in FY 2019, FY2020 and FY 2021 for a "Retiree Mitigation Fund." The Retiree Mitigation Fund is established for the purpose of helping non-Medicare eligible retirees who don't qualify for Fallon because they live outside of the Fallon coverage area and who have retired on or before June 30, 2018. An application form will be developed and an

application deadline established. The Town will pay a stipend equal to the difference between 25% vs. 38% of the cost of the non-Fallon plans. At the conclusion of the application period, if it is determined that the amount owed to eligible retirees exceeds the amount of the Retiree Mitigation Fund, the budgeted amount will be distributed on a pro-rata basis.

- 18) The parties agree that should any provision in this Agreement be found to be illegal or unenforceable then it shall be stricken from the Agreement and the rest of the Agreement shall remain in full force and effect.

Public Employee Committee

Education Association of Natick:

1.) Unit A – Teachers

  
James Araujo

2.) Para Professionals

  
Nancy Navarro

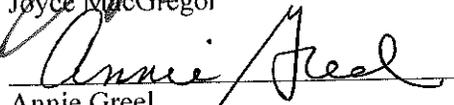
Food Service Workers, Local 1116

Kim Hillard

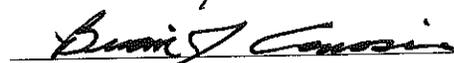
MTA, Administrative Assistants and Clerks

  
Joyce MacGregor

Local Union 1116 Laborers' International Union – Clerical

  
Annie Greel

Local Union 1116 Laborers' International Union- Public Works Department

  
Brian Caissie

Local Union 1116 Laborers' International Union – Morse Library

  
Karol Bartlett

Maintenance and Custodians Local #1116, Facilities Maintenance Employees

David Rodrigues

Supervisors' and Administrators' Association

  
Thomas Hladick

Natick Patrol Officers' Association

  
Officer Christopher DiModica (No Vote)

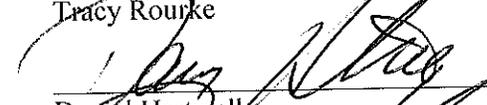
N.E.P.B.A., Local 82, I.U.P.A. AFL CIO

  
Cara Rossi

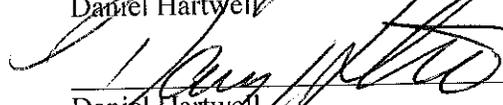
N.E.P.B.A., Local 182 – Dispatchers

Tracy Rourke

Local 1707, International Association of Firefighters, AFL-CIO

  
Daniel Hartwell

Deputy Fire Chiefs Association

  
Daniel Hartwell

Retiree Representative

Robert Dunlop

**Board of Selectmen**

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Jonathan Freedman, Chair

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Susan G. Salamoff, Vice Chair

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Richard P. Jennett, Jr., Clerk

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Michael J. Hickey, Jr., Member

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Am K. Mistrot, Member

**School Committee**

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Lisa Tabenkin, Chair

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Paul Laurent, Vice Chair

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Firkins Reed, Clerk

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David Mangan

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Julie McDonough

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Donna McKenzie

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Hayley Sonneborn

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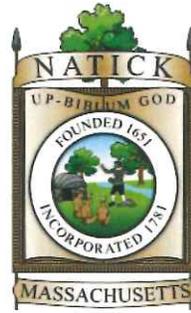
**ITEM TITLE:** Fire Chief Swearing-In Ceremony

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Invitation	2/21/2018	Cover Memo



*The Board of Selectmen on Behalf of The  
Town of Natick cordially invites you to  
attend the Ceremony for the swearing in of*

*Chief Michael Lentini  
Natick Fire Department*

*Wednesday, February 28, 2018  
4:00 PM – 6:00 PM*

*Morse Institute Library  
Lebowitz Room  
14 East Central Street  
Natick, MA 01760*

*Open to the Public  
All are welcome*

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**ITEM TITLE:** Parkland, Florida

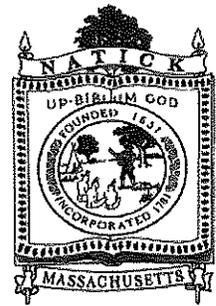
**ITEM SUMMARY:** a. Approve letter of sympathy and support to Stoneman Douglas High School students  
b. Approve call for action letter to Congresswoman Katherine Clark, Senators Elizabeth Warren and Ed Markey, and President Donald Trump for legislative and regulatory action to prevent gun violence in America

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Letter to Students	2/22/2018	Cover Memo
Letters to President and Congress	2/23/2018	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, Jr.  
Amy K. Mistrot

February 26, 2018

Stoneman Douglas High School  
5901 NW Pine Island Road  
Parkland, FL 33076

Dear Students of Stoneman Douglas High School:

On behalf of the Town of Natick, the Board of Selectmen offers its sympathy for your loss of friends, classmates and teachers, and for what each of you has endured. We want you to know that your courage, thoughtfulness and inspiring leadership are appreciated. Your voices can make a difference when inaction has been the status quo.

Your call to Congress and the President of the United States to get to work to end the senseless loss of life and diminished sense of security in schools and other public places across America is needed to create change. We stand with you in your call for action. We are asking our Congresswoman Katherine Clark, Senator Elizabeth Warren, Senator Ed Markey and President Donald Trump to immediately begin a cooperative effort to put an end to gun violence in America.

Your willingness to provide a voice, your passion and commitment strengthen our democracy.

We are thinking of you in this time of immense sorrow and wish you a better future.

Sincerely,

The Natick Board of Selectmen,

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Jonathan Freedman, Chair

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Susan G. Salamoff, Vice Chair

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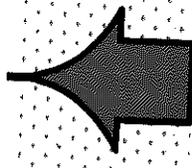
Richard P. Jennett, Jr., Clerk

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Michael J. Hickey, Jr.

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Amy K. Mistrot



*Town of Natick*  
*Massachusetts 01760*  
*Home of Champions*



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

February 26, 2018

The Honorable Donald J. Trump  
President of the United States  
The White House  
1600 Pennsylvania Avenue, N.W.  
Washington, D.C. 20500

Dear Mr. President:

On behalf of the residents of Natick, Massachusetts, the Board of Selectmen is writing you to express its concern with the growth of gun violence in America. We have been saddened by the recent school shooting at Stoneman Douglas High School in Parkland, Florida and reminded of the previous tragedies since the Columbine High School shooting on April 20, 1999. We are concerned by not only the loss of life and injuries suffered, but by the diminishing sense of security in public places.

We support the students' call for action. We are asking you and the members of Congress, House and Senate, to immediately begin a cooperative effort to put an end to gun violence in America. We hope all aspects of the gun violence issue will be considered including background checks, type of guns sold, qualifications to purchase a gun, and accessibility to mental health services.

Thank you for giving consideration to long overdue measures to create a safer environment in our country.

Most Respectfully,

The Natick Board of Selectmen

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Jonathan Freedman, Chair

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Susan G. Salamoff, Vice Chair

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Richard P. Jennett, Jr., Clerk

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Michael J. Hickey, Jr.

---

Amy K. Mistrot

*Town of Natick*  
*Massachusetts 01760*  
*Home of Champions*



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

February 26, 2018

The Honorable Katherine Clark  
1415 Longworth House Office Building  
Washington, D.C. 20515

Dear Congresswoman Clark:

On behalf of the residents of Natick, Massachusetts, the Board of Selectmen is writing you to express its concern with the growth of gun violence in America. We have been saddened by the recent school shootings at Stoneman Douglas High School in Parkland, Florida and reminded of the previous tragedies since the Columbine High School shootings on April 20, 1999. We are concerned by not only the loss of life and injuries suffered but the diminishing sense of security in public places.

We support the students' call for action. We appreciate your past efforts to support gun control. We are asking you, the members of Congress, House and Senate, and President Trump to immediately begin a cooperative effort to put an end to gun violence in America. We hope all aspects of the gun violence issue will be considered including background checks, type of guns sold, qualifications to purchase a gun, and accessibility to mental health services.

Thank you giving consideration to long overdue measures to create a safer environment in our country.

Respectfully,

The Natick Board of Selectmen

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Jonathan Freedman, Chair

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Susan G. Salamoff, Vice Chair

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Richard P. Jennett, Jr., Clerk

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Michael J. Hickey

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Amy K. Mistrot

*Town of Natick*  
*Massachusetts 01760*  
*Home of Champions*



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

February 26, 2018

The Honorable Edward J. Markey  
255 Dirksen Senate Office Building  
Washington, D.C. 20510

Dear Senator Markey:

On behalf of the residents of Natick, Massachusetts, the Board of Selectmen is writing you to express its concern with the growth of gun violence in America. We have been saddened by the recent school shootings at Stoneman Douglas High School in Parkland, Florida and reminded of the previous tragedies since the Columbine High School shootings on April 20, 1999. We are concerned by not only the loss of life and injuries suffered but the diminishing sense of security in public places.

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The Natick Board of Selectmen

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Richard P. Jennett, Jr., Clerk

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Michael J. Hickey

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Amy K. Mistrot

*Town of Natick*  
*Massachusetts 01760*  
*Home of Champions*



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

February 26, 2018

The Honorable Elizabeth Warren  
317 Hart Senate Office Building  
Washington, D.C. 20510

Dear Senator Warren:

On behalf of the residents of Natick, Massachusetts, the Board of Selectmen is writing you to express its concern with the growth of gun violence in America. We have been saddened by the recent school shootings at Stoneman Douglas High School in Parkland, Florida and reminded of the previous tragedies since the Columbine High School shootings on April 20, 1999. We are concerned by not only the loss of life and injuries suffered but the diminishing sense of security in public places.

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Respectfully,

The Natick Board of Selectmen

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Jonathan Freedman, Chair

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Susan G. Salamoff, Vice Chair

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Richard P. Jennett, Jr., Clerk

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Michael J. Hickey

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Amy K. Mistrot

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**ITEM TITLE:** Endorse Nomination by the New England Chapter of the American Public Works Association of Arthur Goodhind, Supervisor of Land Facilities and Natural Resources/Tree Warden, to Receive the Professional Manager of the Year Award for Facilities and Grounds

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Nomination	2/21/2018	Cover Memo
Recommendation-DPW Director	2/21/2018	Cover Memo
Resume	2/21/2018	Cover Memo
Recommendation-Board of Selectmen	2/26/2018	Cover Memo

EXECUTIVE COMMITTEE

2018

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John K. Westerling

First Vice President

Gordon Daring

Second Vice President

Richard J. Barrett

Secretary-Treasurer

Jacqueline A. Connors

Council of Chapters Delegate

Richard J. Benevento

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Anthony Garro  
John P. Lawlor, Jr.  
Thomas J. Roy  
Kirk Severance

Directors - MA

John J. Bechard  
Christopher Gallagher  
Robert A. Goober  
William P. Hadley  
David S. Johansen  
Mary L. Monahan  
Julie Piacentini  
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Directors - NH

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Christopher Mulleavey

Directors - RI

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William Riccio

Directors - VT

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Lisa M. Schaeffler

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Jennifer R. Perry  
Richard P. Merson  
Walter E. Veselka  
Richard J. Benevento

Past Presidents

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Michael Mancini  
Thomas C. Collins  
Robert L. Moylan  
James Sollmi  
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Julia A. Forgue  
Richard F. Stinson  
David P. Thompson  
Don B. DeHart  
A. Thomas DeMaio  
Sheila M. McGauvran  
Ronald B. Manning  
Robert R. Albee  
Lon R. Hultgren  
Walter J. Tonaszuck  
Theodore S. MacLeod  
S. Robert Pryzby  
F. Worth Landers  
Ronald H. Ford  
William D. O'Neill  
Robert A. MacEwen

Directors Emeritus

Jack J. Henebury  
John O. Kunz



894 Pleasant Street, East Weymouth, MA 02189

February 28, 2018

Awards Committee  
American Public Works Association  
2345 Grand Boulevard  
Kansas City, MO 64101

RE: Nomination - 2018 Professional Manager of the Year Award  
Facilities and Grounds  
Arthur Goodhind, Supervisor, Land Facilities & Natural Resources Division

Dear Committee Members:

On behalf of the New England Chapter of the American Public Works Association, I am pleased to support the nomination of Arthur Goodhind, Supervisor, Land Facilities & Natural Resources Division, Department of Public Works, Natick, Massachusetts for the **2018 Professional Manager of the Year Award in the Facilities and Grounds category.**

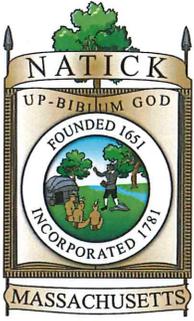
Arthur Goodhind has brought excellence in service and innovation to the land facilities maintenance program of the Town of Natick. As Division Supervisor, he has overseen the implementation of improvements and best management practices for the Land Facilities and Natural Resource Division of the Department of Public Works. He has reestablished the Town of Natick has a Tree City USA by establishing a Strategic Tree Planting program to set planting priority locations based on percent canopy cover and impermeable surfaces. He has worked collaboratively with the School Department Athletic Director and Director of Recreation to improve scheduling of site use, establishment and tracking of maintenance needs, and coordination of special events.

Mr. Goodhind has also established field use policies that have promoted new ideas and communication efforts for all stakeholders and the Natick DPW to improve user experience with both operational changes and capital projects. He was a co-coordinator of the Natick Healthier Lawn Initiative, working in collaboration with the Town's Sustainability coordinator. The year after the 2013 Boston Marathon Bombings he coordinated the planting of over 10,000 daffodil bulbs each year on both Public and Private Property. Mr. Goodhind serves as Treasurer and Trustee of the New England Sports Turf Managers Association, is an Executive Board Member of the Massachusetts Tree Wardens and Foresters Association and is the Massachusetts State Liaison for the Society of Municipal Arborists.

Arthur Goodhind is dedicated facilities and grounds professional at all levels. The New England Chapter proudly sponsors Arthur Goodhind as an excellent candidate for consideration as the 2018 Professional Manager of the Year Award Facilities and Grounds.

Very truly yours,

John K. Westerling  
President



## TOWN OF NATICK MASSACHUSETTS

JEREMY MARSETTE, P.E.  
DIRECTOR

February 14, 2018

Awards Review Committee  
American Public Works Association  
2345 Grand Boulevard, Suite 700  
Kansas City, Missouri 64108-2625

Re: Nomination – 2018 Professional Manager of the Year Award  
Facilities and Grounds  
Arthur Goodhind, Supervisor, Land Facilities and Natural Resources Division

Dear Committee Members:

It is with great pleasure that I support Arthur Goodhind's nomination to receive the Professional Manager of the Year Award for Facilities and Grounds. Mr. Goodhind is an excellent and deserving candidate for this award.

Mr. Goodhind has a wonderful combination of education, experience, and passion for grounds facilities maintenance and management. He continuously strives to provide excellence in service by utilizing best practices, the latest technologies, and professional skill. He is a very active member of the professional community and currently serves in leadership roles for several professional associations. Please review Mr. Goodhind's extensive and impressive resume and note all he has accomplished.

Therefore, it is an honor for myself and the Town of Natick to nominate Mr. Arthur Goodhind for this prestigious Award. Each day Art makes Natick a better more livable community.

Respectfully,

Jeremy Marsette  
Director of Public Works

**Arthur Goodhind**  
**119 Essex Street**  
**Marlborough Massachusetts 01752**  
**774-274-9758**  
**agoodhind1979@gmail.com**

**EDUCATION:**

February 2014

**Masters of Business Administration**

Bentley University- Waltham, Massachusetts

Classes Included:

- Managing Collaborative Relationships
- Organizational Behavior
- Managing a Diverse Workplace

May 2002

**Bachelors of Science Degree in Plant and Soil Science**

**Concentration: Business**

University of Massachusetts- Amherst, Massachusetts

Classes Included:

- Plant Pathology
- Accounting
- Management
- Plant Nutrition and Soil Science

May 2000

**Associate of Science Degree in Turfgrass Management**

University of Massachusetts- Amherst, Massachusetts

Classes Included:

- Entomology
- Microbiology
- Weed Science
- Turfgrass Management

**EXPERIENCE:**

May 2012 to Present

**Supervisor of Land Facilities and Natural Resources, Tree Warden**

Department of Public Works- Natick, Massachusetts

Responsibilities Include:

- Management of all Public Shade Trees and trees on public land in accordance with town policy and M.G.L. Chapter 87. Responsibilities include tree removal, tree care and pruning, tree planting. Additional duties include municipal liaison to the regional utility provider for tree issues and emergencies.
- Management of all town outdoor open space with the exclusion of conservation land. Areas of responsibility include all athletic fields (synthetic and natural), all park areas, historical properties and cemeteries, and all municipal grounds and school grounds.
- Management support for athletic events, special events and park and recreational Events range from High School football games, to annual events on the town common.

- Accounting, procurement, union staff management, payroll, capital schedule management and capital project management.
- Management of downtown holiday light display

May 2010 to May 2012

**Grounds and Transportation Manager**

Bentley University- Waltham, Massachusetts

Responsibilities Included:

- Supervision of fourteen person staff and workplace safety
- Daily operations and payroll
- Maintenance of entire campus motor fleet including all small motor vehicles
- All aspects of maintenance for a 163 acre campus landscape and athletic fields
- Dorm and office furniture
- Emergency preparedness
- Storm water management and snow removal
- Landscape and exterior project manager
- Bulk mail delivery and furniture moves
- Recycling program
- Management of 2 million dollar operating budget and over 1.5 million in capital improvements
- Asset management software experience

April 2007 to May 2010

**Turf Specialist**

Bentley University- Waltham, Massachusetts

Responsibilities Included:

- Product applications to campus and athletic areas
- Control and repair of new Rain Bird IQ irrigation system
- Tree pruning
- Landscape construction
- Snow removal
- Athletic field maintenance
- Heavy equipment operation

May 2005 to April 2007

**Operations Manager**

TurfLinks Environmental Services Incorporated- Hudson, Massachusetts

Responsibilities Included:

- Management of twenty-five person staff and shop operations
- Workplace safety
- Employee training
- Quality control
- Inventory
- Equipment maintenance
- Develop and implement daily schedule

July 2004 to May 2005

**Product applicator**

TurfLinks Environmental Services Incorporated- Hudson, Massachusetts

Responsibilities Included:

- Product application at golf courses, athletic fields, universities, schools and municipalities
- Equipment operation such as over-seeders, top-dressers, and aerifiers.

May 2003 to June 2004

**Assistant Superintendent**

Wahconah Country Club- Dalton, Massachusetts

Responsibilities Included:

- Crew management
- Management of daily activities
- Payroll and scheduling
- Fertilizer and pesticide application
- Irrigation and equipment repair
- Preventative maintenance

March 2000 to June 2004

**Athletic Groundsman**

Amherst College- Amherst, Massachusetts

Responsibilities Included:

- Maintenance of all types of varsity athletic fields
- Mowing, seeding, fertilizing,
- Painting, NCAA game preparations, equipment set-up
- Zamboni operation and rink maintenance

September 2002 to May 2003

**Second Assistant Superintendent**

Stockbridge Golf Club- Stockbridge, Massachusetts

Responsibilities Included:

- Course management and equipment operation
- Application of fertilizers and pesticides
- Equipment maintenance such as height of cut, reel and bed knife grinding

May 2002 to September 2002

**Spray Technician**

Environmental Golf at the Ledges Golf Club- South Hadley, Massachusetts

Responsibilities Included:

- All product application, irrigation repair, course set-up, and equipment operation.

May 2001 to September 2001

**Acting Assistant Superintendent**

Stockbridge Golf Club- Stockbridge, Massachusetts

Responsibilities Included:

- Crew supervision and management of daily course activities,
- Course set-up, equipment operation, and equipment maintenance

**LICENSES AND MEMBERSHIPS:**

- Treasurer and Trustee of the New England Sports Turf Managers Association
- Massachusetts Commercial Pesticide License Category 37
- Hoisting License Class 1A and 2A
- Executive Board Member, Finance Committee of the Massachusetts Tree Wardens and Foresters Association
- Member of the Massachusetts Arborist Association
- Massachusetts Certified Arborist
- State Liaison for the Society of Municipal Arborists

*Town of Natick*  
*Massachusetts 01760*  
*Home of Champions*



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

February 26, 2018

Awards Review Committee  
American Public Works Association  
2345 Grand Boulevard, Suite 700  
Kansas City, Missouri 64108-2625

RE: Nomination of Arthur Goodhind, Supervisor, Land Facilities and Natural Resources Division,  
for 2018 Professional Manager of the Year Award for Facilities and Grounds

Dear Committee Members:

It is with great pleasure that we support Mr. Arthur Goodhind's nomination to receive the Professional Manager of the Year Award for Facilities and Grounds. As Division Supervisor and Town Tree Warden, Art takes great pride in managing the care and preservation of the Town's athletic fields, playgrounds, Memorial Beach, the Town Common, numerous parks, and the grounds for all Town and School buildings.

The Town of Natick is grateful for his diligent and dedicated service to the Community to improve service and implement best management practices. Art has reestablished the Town of Natick as a designated Tree City USA and established a Strategic Tree Planting Program. He works collaboratively with the School Department Athletic Director and Director of Recreation to improve scheduling of site use and track maintenance needs and to coordinate special events. Working with these stakeholders, he has established field use policies that have increased communication and promoted innovation. His efforts and service to the Town have improved user experience by implementation of operational changes and capital projects. Of note are his leadership and management of the planting of tens of thousands of daffodil bulbs in memoriam of the 2013 Boston Marathon Bombings.

Art is a dedicated professional and leader. Therefore, in recognition of his excellent service and contributions to the community, the Board of Selectmen proudly recommends Mr. Arthur Goodhind for this prestigious Award.

Respectfully,

NATICK BOARD OF SELECTMEN

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Jonathan Freedman, Chair

---

Susan G. Salamoff, Vice Chair

---

Richard P. Jennett, Jr., Clerk

---

Michael J. Hickey, Jr., Member

---

Amy K. Mistrot, Member

*Board of Selectmen* ▪ 13 East Central Street ▪ Natick, Massachusetts 01760 ▪ Phone: (508) 647-6410 ▪ Fax (508) 647-6401  
*Website: [www.natickma.gov](http://www.natickma.gov) ▪ Email: [selectmen@natickma.org](mailto:selectmen@natickma.org)*

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**ITEM TITLE:** Authorize Chair to Sign Letter to MA DOT to Request Construction Funding for Natick Center MBTA Station

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Draft Letter	2/20/2018	Cover Memo

February 26, 2018

Secretary of Transportation Stephanie Pollack  
Massachusetts Department of Transportation  
10 Park Plaza, Suite 4160  
Boston, MA 02116

Mr. Luis Ramirez  
General Manager  
Massachusetts Bay Transportation Authority  
10 Park Plaza, Suite 3910  
Boston, MA 02116

**RE: Natick Center MBTA Station**

Dear Secretary Pollack and General Manager Ramirez:

The Town of Natick greatly appreciates the inclusion of design funding for the Natick Center MBTA Station Accessibility Improvements Project in the latest Capital Improvement Plan. The design process is well underway, and the Town is actively participating in a working group with MBTA staff and design team, and appreciates their diligence and professionalism.

The Town's work on this team includes coordination of drainage improvements, community outreach, related transportation planning, and coordination with stakeholders, including the MetroWest RTA and local veterans' organizations, as a memorial park directly abuts the station.

In addition, the Town initiated and executed an agreement with the MBTA to provide ongoing service access to the station over a portion of former CSX right-of-way acquired in 2016 for the Cochituate Rail Trail. We are also likely to use Town and MassDOT Complete Streets funding to improve connectivity in the station vicinity. We consider this project a partnership, initiated by a feasibility study that was locally funded in 2012, and delivered to the MBTA in 2014.

Looking forward, the Town respectfully requests that construction funding for this project be included on the upcoming five-year Capital Improvement Plan. We are eager to see this project completed and provide overdue access to the regional public transportation network for everyone, including persons with disabilities who cannot use this station as it exists today.

Our legislative delegation and major employers support the advancement of this project, and we would be very grateful for your consideration of construction funding in the upcoming CIP.

Sincerely,

Jonathan Freedman, Chair

cc: State Representative David P. Linsky  
State Senator Karen E. Spilka  
State Senator Richard J. Ross  
US Representative Katherine M. Clark

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**ITEM TITLE:** Approve Requests for Exemption from Town By-Laws Chapter 41,  
Section 4

**ITEM SUMMARY:**

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Requests for Exemption	2/20/2018	Cover Memo



Natick Public Schools  
Central Office

Dr. Peter Sanchioni, Superintendent  
Dr. Anna Nolin, Assistant Superintendent for Teaching, Learning & Innovation  
Timothy Luff, Assistant Superintendent for Student Services

Marianne Davis  
Director of Human Resources

February 8, 2018

TO: Board of Selectmen  
Town of Natick

RE: Municipal Employees Exemptions

Dear Chairman,

I request the Board of Selectmen grant exceptions for the following employees from the provision of Article 41, Section 4, of the Town of Natick By-Laws in order that the School Department can hire these current town employees under the provisions of MGL Ch 268A S206.

<u>Name</u>	<u>Current Position in School</u>	<u>2<sup>nd</sup> Position in School</u>
Lindsey Natarelli	ASAP Lead Instructor	Long Term Substitute Paraprofessional

Sincerely,

Marianne E. Davis  
Director of Human Resources

*Natick Public Schools does not discriminate on the basis of race, creed, color, sex, gender identity, religion, nationality, sexual orientation, physical and intellectual differences, immigration status, or homeless status.*

**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:	Lindsey Natavelli
Title or Position:	ASAP Lead Instructor
Agency/Department:	ASAP Natick Public Schools
Office Phone:	508 647 6400 x2882
Contracting municipal agency:	Natick Public Schools - Wilson Middle School
Contract is for:	Paraprofessional
Financial interest of employee and immediate family:	\$8,873.04
Employee Signature:	<i>MNA</i>
Date:	2.7.18

**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:	MARIANNE DAVIS
Agency:	NATICK PUBLIC SCHOOLS
Office Phone:	508-647-6495
Signature:	<i>Marianne Davis</i>
Date:	2/8/18

**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.



Natick Public Schools  
Central Office

Marianne Davis  
Director of Human Resources

Dr. Peter Sanchioni, Superintendent  
Dr. Anna Nolin, Assistant Superintendent for Teaching, Learning & Innovation  
Timothy Luff, Assistant Superintendent for Student Services

February 12, 2018

TO: Board of Selectmen  
Town of Natick

RE: Municipal Employees Exemptions

Dear Chairman,

I request the Board of Selectmen grant exceptions for the following employees from the provision of Article 41, Section 4, of the Town of Natick By-Laws in order that the School Department can hire these current town employees under the provisions of MGL Ch 268A S206.

<u>Name</u>	<u>Current Position in Town</u>	<u>2nd Position in School</u>
Andrew Morin	Camp Woodtrail Nurse – Recreation Dept	Substitute Nurse

Sincerely,

Marianne E. Davis  
Director of Human Resources

/jt

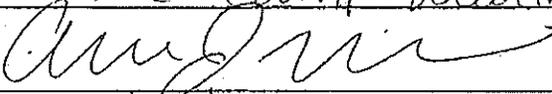
*Natick Public Schools does not discriminate on the basis of race, creed, color, sex, gender identity, religion, nationality, sexual orientation, Physical and intellectual differences, immigration status, or homeless status.*

Natick Schools Central Office:  
13 East Central Street  
Natick MA 01760  
<http://www.natickps.org>

508•647•6495 (phone)  
508•655•7379 (fax)  
[www.facebook.com/natickps](http://www.facebook.com/natickps)

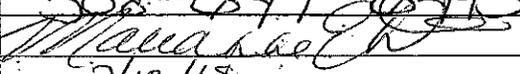
**DISCLOSURE OF FINANCIAL INTEREST BY MUNICIPAL EMPLOYEE,  
CERTIFICATION BY HEAD OF CONTRACTING AGENCY AND APPROVAL  
AS REQUIRED BY G. L.C.268A §20(b)**

**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:	Andrew Morin
Title or Position:	Registered Nurse
Agency/Department:	Natick Parks & Rec
Office Phone:	(978)-660-6835
Contracting municipal agency:	Natick Public Schools
Contract is for:	Registered Nurse
Financial Interest of employee and immediate family:	<del>\$10,000.00</del> I will be working during the school year as a substitute nurse and in the summer as the camp Woodtrail nurse
Employee Signature:	
Date:	2/9/18

**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:	MARIANNE DAVIS
Agency:	NATICK PUBLIC SCHOOLS
Office Phone:	508-647-6295
Signature:	
Date:	2/12/18

**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.

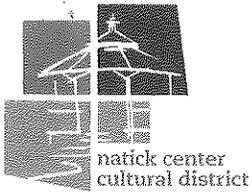
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**ITEM TITLE:** Approve Natick Center Cultural District Request to Paint Electrical Boxes  
**ITEM SUMMARY:**

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Request	2/20/2018	Cover Memo
Police Recommendation	2/26/2018	Cover Memo



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

February 16, 2018

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

RE: NCCD Requests Permission to Paint Electrical Boxes for the "Electrical Box Paint Program." (EBPP)

Dear Natick Board of Selectmen,

On behalf of the Natick Center Associates Board of Directors and the Public Art Committee (PAC) of the Cultural District, we are seeking approval for the following as related to the "Electrical Box Paint Program": (Please see attached for photos and dimensions.)

- I. Approval for 2 additional electrical boxes in Natick Center to be painted in Spring 2018 as part of the Electrical Box Paint Program.
  - a. Box #1 is located at 3 N. Main Street. (Across the street from Calliope Paperie).
  - b. Box #3 is located at 8 Clarendon St. on the side lawn of the Natick Police Dept. We will seek artwork for this box that is Public Safety themed.
- II. Upon approval by the BOS, the PAC will seek artist submissions and the pieces of artwork will be chosen by the PAC by the end of March. If approved, the artwork for the N. Main St. and Clarendon boxes will be presented before the Board of Selectmen for final approval before painting is commenced. Once the artwork is approved, the painting of the electrical boxes will begin and would be completed before ArtWalk in July.

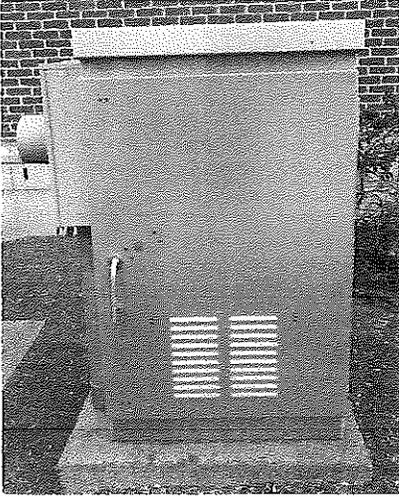
It has been confirmed by DPW Director, Jeremy Marsette that these two electrical boxes property of the Town of Natick and can be painted. We have also been in contact with the Chief Hicks at the NPD who supports the painting of the box on Clarendon St.

These projects are funded by the Natick Center Cultural District.

Thank you for your consideration and for your support of the Natick Center Cultural District's Public Art initiative.

Sincerely,

Athena Pandolf  
Executive Director, NCCD

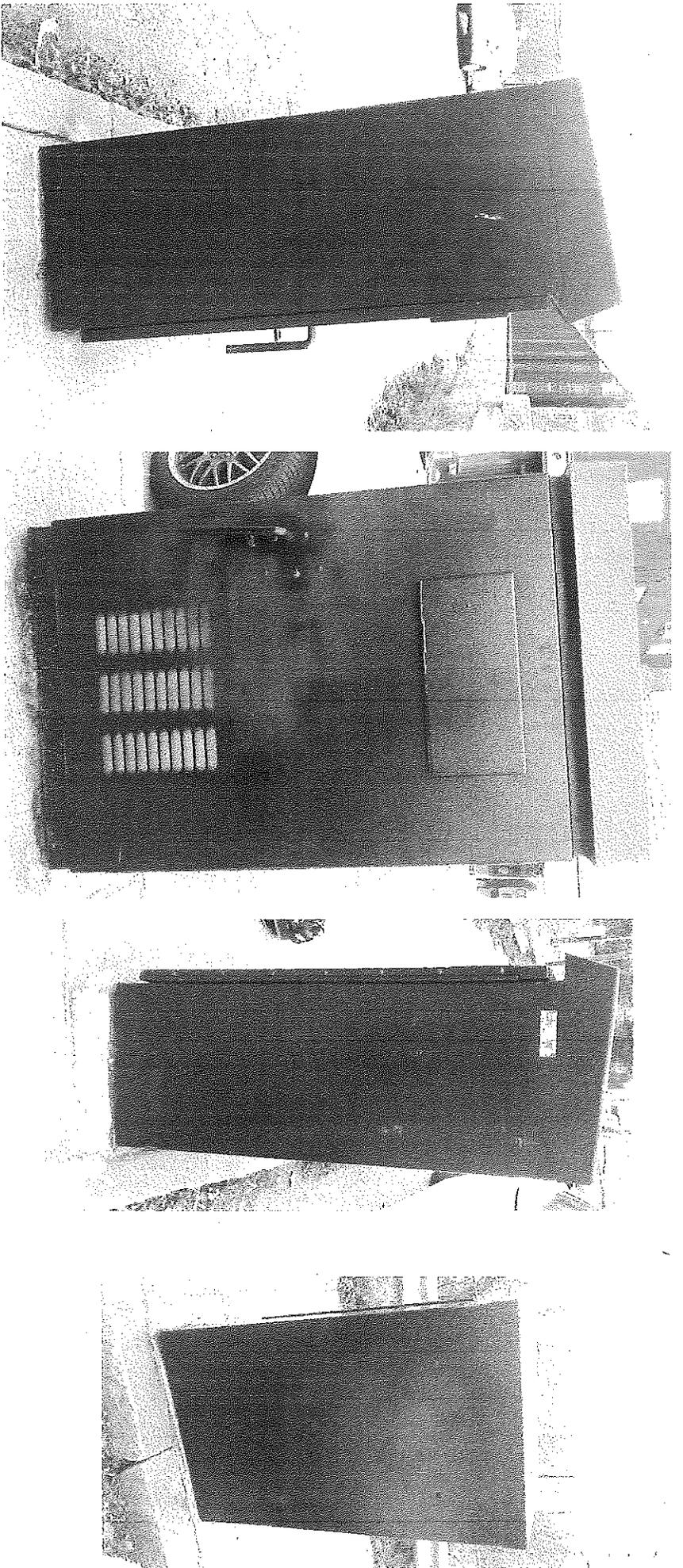


8 Clarendon St. (Side of Police Station):

L: 18"

W: 30"

H: 50" - 50 1/2"



3 N Main St. (Across from Calliope):

L: 18 1/2"

W: 30"

H: At a Slant small side: 48 1/8" big side: 50"



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

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## Re: One Day License

1 message

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**Brian Lauzon** <[lauzon@natickpolice.com](mailto:lauzon@natickpolice.com)>

Tue, Feb 13, 2018 at 11:36 AM

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

Donna,

After review we would recommend approval with the request that one police detail officer be required as part of the permit and that the petitioner be provided with copies of all town policies regarding the service of alcoholic beverages. Please ask that copies of all server training certificates be forwarded to me well in advance of the event so that I may review them.

Respectfully,

Lt. Brian G. Lauzon

On Tue, Feb 13, 2018 at 10:10 AM, Donna Donovan <[ddonovan@natickma.org](mailto:ddonovan@natickma.org)> wrote:

Hi Brian,

Attached is Natick Center Associates request for a one day license. The Board will take it up on Feb. 26th.

Thanks.

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

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**ITEM TITLE:** Approve Banner Request: American Cancer Society's Relay for Life  
(4/30-5/13/18)

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Request	2/22/2018	Cover Memo

February 9, 2018

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

Dear Board of Selectmen:

The American Cancer Society's Relay for Life event to be held on May 19, 2018 and May 20, 2018 is requesting that we please be allowed to hang our banner over Route 27 beginning May 7, 2018 and ending on May 21, 2018. This represents the two weeks leading up to the event. We would take any week leading into May, if we cannot get either of the weeks above.



There are new procedures in place at the American Cancer Society regarding Certificates of Insurance. The American Cancer Society now inserts the specific dates on the Certificate. As soon as I hear from the Board of Selectmen regarding our banner request, I will then get the Certificate and forward.

I would appreciate that all correspondence be directed to Melissa Oliver, American Cancer Society, 30 Speen Street, Framingham, MA 01701. Melissa's email is [melissa.oliver@cancer.org](mailto:melissa.oliver@cancer.org). As well, it would be great if I could get notified as well at 2 Townsend Circle, Natick, MA 01760 as a cc. As noted, mailing addresses are shown but if it would be easier, email notification is fine.

If you have any questions, please do not hesitate to call me at 508-652-0828 or to email me at [breesse@primetouch.net](mailto:breesse@primetouch.net).

I thank you for all your help in these matters.

Yours truly,  
Brendan P. Reese  
Logistics, American Cancer Society, Relay for Life

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**ITEM TITLE:** Approve Parade Permit: Walnut Hill School Commencement Procession  
(6/9/18)

**ITEM SUMMARY:**

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Request	2/20/2018	Cover Memo
Police Approval	2/20/2018	Cover Memo

EST.  1893  
**WALNUT HILL**  
SCHOOL FOR THE ARTS

January 2018

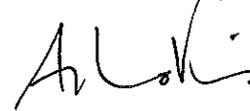
Board of Selectmen  
Town of Natick  
Attn: Martha L. White, Town Administrator  
13 East Central Street  
Natick, MA 01760

Dear Ms. White,

We would like to petition the Board of Selectmen to allow us to process from the school, down Walnut Street, prior to our Commencement on Saturday morning, June 9, 2018, at approximately 9:30am from Walnut Hill to the Congregational Church. We will supply a Certificate of Liability Insurance naming the Town of Natick as an additional insurer and we would be glad to sign the Indemnification Agreement that you send to us. We will also notify the Natick Police prior to the event with specific details.

We appreciate the courtesies and support that the Town of Natick continues to offer Walnut Hill School for the Arts. If you need additional information, please feel free to reach out.

Sincerely,



Antonio Viva  
Head of School



Patricia O'Neil <poneil@natickma.org>

---

## Walnut Hill School Commencement Parade 6/9/18

2 messages

---

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

Tue, Feb 20, 2018 at 11:23 AM

Hi Brian. Recommendations?

--

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

---

 **Walnut Hill School Commencement Parade.pdf**  
23K

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

Tue, Feb 20, 2018 at 11:36 AM

Trish,

Recommend approval, we actively coordinate with the staff at Walnut Hill for this event.

Respectfully,

Lt. Brian G. Lauzon  
[Quoted text hidden]

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**ITEM TITLE:** Approve Parade Permit: ALS Tri-State Trek (6/22/18)

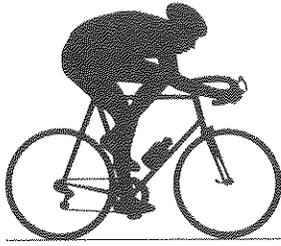
**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Request	2/20/2018	Cover Memo
Police Approval	2/20/2018	Cover Memo

THE ALS THERAPY DEVELOPMENT INSTITUTE  
**TRI-STATE  
TREK**



Natick  
Executive Assistant Trish O'Neil  
13 East Central Street  
Natick, MA 01760

February 9, 2018

Dear Executive Assistant Trish O'Neil,

On **6/22/2018**, 200 cyclists will travel through your town on their way from Boston, MA to Greenwich, CT in the **16<sup>th</sup> Annual ALS Therapy Development Institute (ALS TDI) Tri-State Trek**. The Tri-State Trek raises funds and spreads awareness of the work ALS TDI is doing to find an effective treatment and cure for a horrific disease. Every 90 minutes, someone is diagnosed with ALS, also known as Lou Gehrig's disease or Motor Neuron Disease (MND). It is a progressive, neurodegenerative disease that causes muscle weakness, difficulty breathing and swallowing, and paralysis while leaving the senses intact. Currently there is no effective treatment or cure.

ALS TDI is the world's first and largest nonprofit biotech focused 100 percent on ALS research. Led by people with ALS and drug development experts, we understand the urgent need to slow and stop this disease. You can learn more at [www.als.net](http://www.als.net).

Enclosed is a proposed route with the specific date that we plan to be in your location. Please forward this along to the proper channels. If applicable, we have indicated any rest areas that we are planning to stop at in your town. We have a comprehensive insurance policy for the event that recognizes your town as additionally insured under ALS TDI's insurance. The necessary insurance certificate is attached. You can return these forms via email, fax, or mail addressed to my contact information below.

Thank you so much for your time. If you have any questions or concerns, please contact me.

Best regards,

**Megan Kosciak**  
Development Coordinator  
ALS Therapy Development Institute  
Direct: 617.441.7275  
Fax: 617. 441.7299  
[mkosciak@als.net](mailto:mkosciak@als.net)



ALS Therapy Development Institute  
300 Technology Square  
Suite 400  
Cambridge, MA 02139



THE 315 THERAPY DEVELOPMENT INSTITUTE  
**TRI-STATE  
TREK**

Day One -- Friday, June 22, 2018

Town	Direction	Landmark	Street Name	Note	Cum. Mi
Natick	Straight	Nothing	Continue on Rte. 16	Turns into Eliot Street	

Tri-State Trek Support Phone # (617) 441-7211. Please note that this cue sheet is meant for reference and certain aspects (such as cumulative mileage or landmarks) may be slightly inaccurate.

THE ALS THERAPY DEVELOPMENT INSTITUTE

**TRI-STATE  
TREK**



**Town Approval Form**

Date: \_\_\_\_\_

I, \_\_\_\_\_, acknowledge that the ALS TDI Tri-State Trek will be utilizing our roads between June 22<sup>nd</sup> and 24<sup>th</sup>, 2018, for the purpose of a charity bicycle ride, benefiting the ALS Therapy Development Institute. The town of \_\_\_\_\_ has approved the ALS TDI Tri-State Trek's proposed route.

**TOWN:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PLEASE FAX THIS FORM TO 617-441-7299 (NO COVER LETTER REQUIRED) OR SCAN AND EMAIL TO**

**[tristatetrek@als.net](mailto:tristatetrek@als.net)**

**ALS**  
THERAPY DEVELOPMENT  
**INSTITUTE**

ALS Therapy Development Institute  
300 Technology Square  
Suite 400  
Cambridge, MA 02139



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/7/2018

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> Arthur J. Gallagher Risk Management Services, Inc. 470 Atlantic Avenue Boston MA 02210	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): 617-261-6700		<b>FAX (A/C, No.):</b> 617-646-0400
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A:</b> Atlantic Specialty Insurance Company			27154
<b>INSURER B:</b>			
<b>INSURER C:</b>			
<b>INSURER D:</b>			
<b>INSURER E:</b>			
<b>INSURER F:</b>			

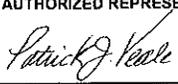
**INSURED** ALSTHER-01  
 ALS Therapy Development Foundation Inc.  
 300 Technology Square  
 Suite 400  
 Cambridge MA 02139

**COVERAGES** **CERTIFICATE NUMBER: 371326848** **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 SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL0379803	3/8/2017	3/8/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$EXCLUDED	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: 2018 Tri-State Trek (June 22-24, 2018)

<b>CERTIFICATE HOLDER</b>  Town of Natick Attn: Sergeant Davis 20 East Central Street Natick MA 01760	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Patricia O'Neil <poneil@natickma.org>

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## ALS Tri-State Trek 6/22/18

2 messages

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

Tue, Feb 20, 2018 at 12:15 PM

Brian, 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

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 **ALS Tri-State Trek 06.22.18.pdf**  
141K

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

Tue, Feb 20, 2018 at 12:42 PM

Trish,

We would recommend approval. This event has been traveling through Natick, along this same route, for a number of years without incident. As always we will advise our overnight shift that they are coming through on 6/22 in the early morning hours so that they can monitor the event and provide services if and where needed.

Respectfully,

Lt. Brian G. Lauzon  
[Quoted text hidden]

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**ITEM TITLE:** Weekly Warrant Reviews: 2/5/18 & 2/9/18

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
2/5/18	2/20/2018	Cover Memo
2/9/18	2/20/2018	Cover Memo



*Town of Natick*  
*Massachusetts*

01760

Office of the Comptroller

Date: February 5,2018

From: Cyndi Tomasetti  
Staff Accountant

To: Board of Selectmen

Subject: Warrant Review

In accordance with Board of Selectmen's procedures, the Chairperson was sent the following warrants for review and signature on February 5, 2018

<b>Warrant Type</b>	<b>Warrant Number</b>	<b>Check date</b>	<b>Amount</b>
Payroll	2018-33P	2/6/2018	1,361,855.76
Accounts Payable	2018-33S	2/6/2018	312,737.59
Accounts payable	2018-33R	2/6/2018	1,880.59
Accounts payable	2018-33T	2/6/2018	548,407.64
Accounts payable	201833NC	2/6/2018	246,560.15

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

*Office of the Town Comptroller • 13 East Central Street • Natick, Massachusetts 01760 • (508) 647-6437 • Fax (508) 655-6980*





*Town of Natick*  
*Massachusetts*

01760

Office of the Comptroller

Date: February 9,2018

From: Cyndi Tomasetti  
Staff Accountant

To: Board of Selectmen

Subject: Warrant Review

In accordance with Board of Selectmen's procedures, the Chairperson was sent the following warrants for review and signature on February 9, 2018

<b>Warrant Type</b>	<b>Warrant Number</b>	<b>Check date</b>	<b>Amount</b>
Payroll	2018-34P	2/13/2018	2,345,736.96
Accounts Payable	2018-34S	2/13/2018	554,258.53
Accounts payable	2018-34R	2/13/2018	25,171.98
Accounts payable	2018-34T	2/13/2018	554,258.53
Accounts payable	201834vb	2/13/2018	3,782.05
Accounts payable	201834NC	2/613/2018	481,125.30

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

*Office of the Town Comptroller • 13 East Central Street • Natick, Massachusetts 01760 • (508) 647-6437 • Fax (508) 655-6980*



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**ITEM TITLE:** Approve Meeting Minutes

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
2/12/18	2/23/2018	Cover Memo
10/24/16	2/23/2018	Cover Memo
11/2/16	2/24/2018	Cover Memo
11/21/16	2/25/2018	Cover Memo
11/14/16	2/26/2018	Cover Memo

# BOARD OF SELECTMEN – TOWN OF NATICK

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## **MEETING MINUTES**

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

**February 12, 2018**

**5:00 PM**

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

**ALSO PRESENT:** Acting Town Administrator Bill Chenard and Executive Assistant Trish O’Neil

The Chairman called the meeting to order at 5:10 p.m., noting that a quorum was present and that the meeting had been duly posted, and requested a motion to enter into Executive Session to discuss matters pertaining to Collective Bargaining, Litigation, Deployment of Security Personnel or Devices, Real Property, and Executive Session Minutes, announcing that discussion of Executive Session matters in Open Session would have a detrimental effect on the Board of Selectmen’s negotiating position and the Town’s interests. Ms. Mistrot, seconded by Ms. Salamoff, moved to enter into Executive Session and, by a roll call vote, all Board Members voted in favor of the motion. The Board entered into Executive Session at 5:19 p.m., the Chair announcing that the meeting would return to Open Session at approximately 7:00 p.m.

Open Session reconvened at 7:08 p.m. The Pledge of Allegiance was led by Cub Scout Pack 7 and a moment of silence was observed for those protecting our country. Items were discussed out of order due to the presence of many residents regarding concerns about recent coyote attacks and sightings.

**ANNOUNCEMENTS:** Mr. Freedman extended an invitation to anyone interested in attending the Swearing-In Ceremony for the new Fire Chief, Michael Lentini, on Wednesday, February 28<sup>th</sup>, from 4:00-6:00 P.M., at the Morse Library in the Lebowitz Room.

## **CITIZEN’S CONCERNS**

Julian Munnich, a Town Meeting Member from Precinct 5, addressed the Board in his capacity as Planning Board Member regarding the 40B Development at Clover Leaf Mall, which he feels is proceeding as a “privileged” project, without any review or vetting by any Town policy board. He suggested the Town issue an RFI to see what affordable housing/40B projects other applicants might propose.

**Problem Animal Control Agent (PACA)/Coyote Attacks:** A two-hour discussion was held regarding recent coyote attacks on dogs with multiple residents speaking about their experiences and what measures should or should not be undertaken in response. Mr. Chenard provided a synopsis of the issue, indicating there had been two attacks on dogs by coyotes in which each dog was killed as well as reports of smaller incidents and other sightings of coyotes. Mr. Chenard stated he had spoken with a biologist from the Massachusetts Division of Fisheries and Wildlife for guidance about the actions of the coyotes and what types of responses residents who encounter them should have. The Town also engaged a “Problem Animal Control Agent” recommended by the State to assess the coyote situation. The PACA reported back that there are likely nine or 10 coyotes in the Town Forest, some part of a family led by an alpha (dominant) male and female and others transient animals. According to the PACA, there have been sightings all over the state. It is mating season, a time when coyotes are much more visible. Some have become “habitualized” in that there is a food source readily available to them, whether it be trash, compost piles, etc. In terms of hunting the animals as suggested by some residents, State law dictates that a firearm may not be discharged within 500 feet of a residence or 150 feet of a paved road, limiting the Town’s options should hunting them be determined the best solution to guard against further attacks. Trapping the animals is also limited since many types of traps have been prohibited by the State, and the allowed “box traps” are usually not successful with coyotes due to the intelligence of the animals and their refusal to enter them. As a result of the attacks reported, a Code Red call went out to residents in the areas in close proximity to where the attacks on dogs occurred advising them to be mindful of the fact that there have been coyote attacks. As well, a great deal of information about coyotes, their behavior, and what a person should do if he or she encounters one, has been added to the Town website.

Multiple residents spoke for and against hunting and destroying the coyotes. Deb Nichols, who lives in close proximity to the Honeywell Town Forest, stated that one of her dogs was attacked and killed by two coyotes in her unfenced back yard in front of her 14-year-old son, who was out in the yard with their two

unleashed dogs. In addition to being extremely traumatized, Ms. Nichols felt that her son may have been attacked had he been holding onto a leash since the coyotes did not appear to show any fear of humans. Charlie Orlando was walking his 45-pound dog in the Town Forest when it was attacked and killed and he expressed concern at having sighted coyotes roaming various streets that he felt were terrorizing people. Both incidents were reported to the Police Department. Several residents of Fox Hill Drive, Bacon Street, Nern Street, Digren Road, Meadow Street, and others spoke about various encounters with aggressive coyotes, both on those streets and in the Town Forest, expressing fear and the desire that action be taken, including capture and euthanization, several times to heavy applause from the audience. One resident stated he had video of the "alpha coyotes" that he would be willing to provide to the Board. Of opposing opinions, George Bain of the Conservation Commission and several other residents advised a more measured approach that would include education of and extra precautions taken by residents in an area endemic to wildlife.

The Board Members discussed various options, noting the restrictions on relocation, trapping, hunting, and the discharge of firearms. In the end, the Board advised getting more information from the PACA, including the possibility of identifying the offending coyotes and any course of action he may recommend. Mr. Jennett asked Brian Benson, a local reporter sitting in the audience, to ask his newspaper to publicize information about the attacks as well as what people can do to protect themselves and their pets. Ms. Mistrot asked for a follow-up at the next Selectmen's Meeting.

### **CONSENT AGENDA**

The Chair asked if any members of the public or the Board would like to discuss any item on the consent agenda. Mr. Freedman removed Item #9 (request to occupy a public way on Adams Street) to set a specific timeline since none was outlined in the request. After deciding on an appropriate length of time, the Chair asked for a motion to approve the Consent Agenda. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to approve the Consent Agenda with the inclusion of a specific timeline for Item #9, conditional upon the fulfillment of all recommendations from Town Agencies and/or Departments. The following items were approved:

- a. Weekly Warrant Review: 1/31/18 and 2/15/18
- b. Meeting Minutes: 12/7/17 and 12/27/17
- c. Banner request: Elizabeth Schickel Foundation "Run Like a Maverick" 5K in Medfield, 4/23-4/29/18
- d. Reappointment of Nancy Northgraves to the Board of Registrars
- e. Appointment of Sarah Burr to the MathWorks Scholarship Committee (term expiration 6/30/2021)
- f. Designation of Officer Keith Tosi as the 2018 Animal Control Officer
- g. Municipal employee exemptions:
  - Alison Carpenter (Substitute Teacher/ASAP Substitute Instructor)
  - Taylor Federico-Grome (Camp Counselor, Recreation Department/ASAP Instructor)
- h. Request of LaBelle Spa to occupy the public way with placement of a dumpster on Adams Street from 2/26-3/16/18
- i. Parade permit for DMSE Sports/Boston Marathon Jimmy Fund Walk on 9/23/18
- j. Town Common use on 6/28/18 and parade permit on 7/4/18 for Natick Friends of the Fourth
- k. Town Common use from 5/12-9/29/18 and request to occupy the public way on Saturdays between 10/6-10/27/18 from 7:00 a.m. to 1:30 p.m. for the Natick Farmers' Market
- l. Town Common use on 3/25/18 and 3/30/18 by St. Paul's Episcopal Church
- m. Recreation and Parks Department requests:
  - Town Common Use
    - Summer concerts: Mondays, 6/25-8/6/18 & 8/13/18 rain date, 7:00-9:00 p.m.
    - Kids' Performances: Wednesdays, 7/11-8/8/18, 6:30-8:00 p.m.
    - Natick Days: 9/8/18 & 9/9/18 rain date, 10:00 a.m.-3:00 p.m.
    - Spooktacular: 10/27/18 & 10/28/18 rain date, 12:00-3:00 p.m.
    - Holiday Lighting: 11/25/18, 3:00-5:00 p.m.
  - Street Closings
    - Natick Days: 9/8/18 & 9/9/18 rain date, 10:00 a.m.-3:00 p.m., Park St. & Rt. 135
    - Spooktacular: 10/27/18 & 10/28/18 rain date, 12:00-3:00 p.m., Park & Common Sts.
  - Banner: Natick Days, 8/27-9/9/18
- n. Signing of 3/27/18 Town Election Warrant
- o. Signing of 2018 Spring Annual Town Meeting Warrant

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

1. **Steve Levinsky, Chair, Town Administrator Screening Committee:** Mr. Levinsky presented the final report of the Committee. Community Paradigm Associates provided the Committee with the names of 24 candidates, which the Committee then narrowed down, first to 12, then to six, and, finally, to three final candidates: Bill Chenard (current Acting Town Administrator for the Town of Natick), Melissa Malone (COO for the City of Providence, Rhode Island), and Michael Walters Young (Budget Manager for Franklin, Tennessee and previous Deputy Town Administrator for the Town of Natick). Mr. Levinsky thanked the Committee Members for their work and recommended the Board review the Committee's report, which includes the guiding principles used and the focus of the interviews, as well as to reach out to Bernie Lynch, Founder and Principal of Paradigm and present in the audience, for his input. Mr. Lynch confirmed that all candidates have been notified that three final candidates were chosen. Mr. Freedman thanked the Committee and Mr. Lynch for their work and announced that public interviews would take place on Thursday, February 15<sup>th</sup> starting at 6:00 p.m. Discussion ensued among the Board Members regarding the upcoming interview process.
2. **Public Hearing – Grant of Location, Crosspoint Associates, 223 North Main Street:** Mr. Jennett read the Public Hearing Notice and moved, seconded by Ms. Salamoff, to open the Public Hearing, which motion passed on a vote of 5-0-0. Kerry McCormack, Director of Development for Crosspoint Associates, gave an overview of the building refurbishment being done at the former Building 19 property, which is slated to become a drive-through Dunkin' Donuts. Here on the advice of Eversource, Mr. McCormack asked for a grant of location for overhead wires that cross a public way to power the building. Mr. Chenard had previously brought to the Board's attention that Town Bylaws (Article 78) require underground wires but also that the particular circumstances in this case will allow for overhead wires. The Board Members questioned why the request was not coming from Eversource and noted the appearance that Eversource had performed certain related work prior to seeking permission from the Town. Crosspoint's Attorney, Jim Hanrahan, stated that Eversource made the choice to place a pole and a transformer across the street from the location and seemed to be unaware of the limitations set by Article 78 and so advised Crosspoint to obtain the necessary authorization. Mr. Chenard recommended the Board issue a temporary grant of location, expiring on February 12, 2019, at which point the issue can be reevaluated by the Board. Julian Munnich of the Planning Board opined that Town bylaws do not allow for overhead wiring and that Crosspoint trusted and relied on poor advice from the utility company but suggested granting temporary authorization to allow the company time to resolve the situation on their property by drawing from the preexisting poles that already power the plaza behind their building. Mr. McCormack cited the planned opening of the Dunkin' Donuts in two months and that the existing feed does not have the capacity to power the building. Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 5-0-0 to close the Public Hearing. Mr. Jennett moved for approval of a temporary grant of location, with recognition of Article 78, Section 5, to expire on February 12, 2019, at which time it will be subject to reconsideration by the Board. Seconded by Mr. Hickey, the motion passed on a vote of 5-0-0. Mr. Jennett advised Crosspoint to try and remedy the situation in the meantime by finding a solution to run the lines underground.
3. **Kate Stinchon, MA Brewers Guild – Request for One-Day Alcohol License:** Kate Stinchon, Executive Director of the Massachusetts Brewers Guild, presented to request a one-day alcohol license to be used at a fundraising event at Lookout Farm on March 3<sup>rd</sup>. Nine breweries will be asked to the event to present their stories and provide samples of their beer, the purpose being to educate attendees about the brewing industry. Jay Mofenson, the Manager of Lookout Farm, stated that the event will take place in a barn on the property that will not conflict with Lookout Farm's alcohol license. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to approve the one-day license.
4. **Police Chief – Safety Committee Recommendations:** Postponed to February 26<sup>th</sup> Selectmen's Meeting.
5. **Contracts:**
  - a. **Springvale No. 4 Well Reconditioning:** Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 5-0-0 to award the contract for the complete main bid work to Scherbon Consolidated, Inc. in the amount of \$638,400.
  - b. **Camp Arrowhead Demolition:** Mr. Freedman asked Mr. Chenard, who agreed, to check the term of the contract. Moved by Mr. Jennett and seconded by Ms. Mistrot, the Board voted 5-0-0 to award the contract to Aldore Tetreault & Sons, Inc. in the amount of \$31,624.

- c. **CRT Appraisal:** Moved by Mr. Jennett and seconded by Ms. Mistrot, the Board voted 5-0-0 to award the contract to Foster Appraisal & Consulting Company, Inc., d/b/a The Foster Company, in the amount of \$25,000 for the required main appraisal services.
- d. **Mechanic Street Appraisal:** This topic was not discussed and no contract was awarded.

## **DISCUSSION AND DECISION**

6. **Kennedy Middle School – Recommendation for Town Meeting:** Anna Nolin, Assistant School Superintendent, gave a presentation regarding plans for the new Kennedy Middle School and information about upcoming community forums. The Board discussed their objective of providing a recommendation about the project for Town Meeting. Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 5-0-0 to recommend the Kennedy School Project move forward.
7. **2018 Spring Annual Town Meeting Articles:** Mr. Ostroff thanked the Board for sponsoring his Article that proposes a moderate change to Article 50, Section 18B of the Town Bylaw related to snow removal, the idea being to disallow the deposit of snow by residents in any public way, either before or after the public way has been plowed. Moved by Mr. Jennett and seconded by Ms. Mistrot, the Board voted 5-0-0 to recommend favorable action.
8. **Review of Fiscal Year 2019 Budgets – Police and Fire:** This topic was postponed to the February 26<sup>th</sup> Selectmen's Meeting.
9. **Reconstitution of the Parking Advisory Committee and New Committee Charge:** Mr. Jennett stated that he had met with a working group of town staff the week prior to gain their input on how to move forward with a new committee and charge. The consensus was that it was too early to create a new committee and that this working group of current staff, who deal with parking issues on a daily basis, would first evaluate the various parking issues, including financial and safety issues, and come up with ideas and a formula for moving forward, as well as recommendations for the Board. Ted Fields in Community Development has been asked to provide an update on the Middlesex Ave feasibility study. Ms. Mistrot, recognizing the late hour, thought the topic deserved better attention and asked to discuss it at a future meeting. Mr. Jennett will not be present for the February 26<sup>th</sup> Selectmen's Meeting so the topic will be included on the March 5<sup>th</sup> agenda. Mr. Fields will be asked to attend that meeting and provide his update.
10. **Problem Animal Control Agent (PACA)/Coyote Attacks:** See above. This topic was discussed at the beginning of the meeting.

## **TOWN ADMINISTRATOR NOTES**

Mr. Chenard noted that the West Suburban Health Group has not appointed him as a Steering Committee member as requested in a letter from Mr. Freedman. Three people are up for two slots and the topic was deferred to their next meeting. Mr. Freedman will write another letter.

## **SELECTMEN'S CONCERNS**

Ms. Salamoff would like to announce a timeline to residents regarding the South Main Street Project. Mr. Chenard stated he would work on this and that there will be another informational session in March.

## **ADJOURNMENT**

On a motion by Ms. Mistrot, seconded by Mr. Hickey, the Board unanimously voted on a roll call vote to adjourn the Board of Selectmen's Meeting at 11:19 p.m.

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Richard P. Jennett, Jr., Clerk

February 12, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on February 26, 2018

po'n

**All documents used at this Board of Selectmen meeting are available at:**  
<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=497&MinutesMeetingID=-1&doctype=Agenda>

# BOARD OF SELECTMEN – TOWN OF NATICK

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## MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

February 24, 2016

5:30 PM

**PRESENT:** Chairman Richard P. Jennett, Jr., Vice Chair Nicholas S. Mabardy, Clerk Jonathan Freedman, John Connolly, and Susan G. Salamoff

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

The Chairman called the meeting to order at 5:33 p.m. and requested a motion to enter into Executive Session to discuss matters pertaining to Litigation, Real Property, and Trade Secrets or Confidential or Proprietary Information Regarding Activities by a Governmental Body as Energy Supplier, Municipal Aggregator, or Energy Cooperative, announcing that discussion of Executive Session matters in Open Session would have a detrimental effect on the Board of Selectmen's negotiating position and the Town's interests. Mr. Connolly, seconded by Mr. Freedman, moved to enter into Executive Session and, by a roll call vote, all Board Members voted in favor of the motion. The Board entered into Executive Session at 5:35 p.m., the Chair announcing that the meeting would return to Open Session at approximately 7:00 p.m.

Open Session reconvened at 6:55 p.m. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

**PRIORITY DISCUSSION – CRT UPDATE:** Josh Ostroff, the CRT Advisory Committee Chair, provided an update related to the Cochituate Rail Trail. The Finance Committee joined the meeting to hear Mr. Ostroff's update.

- a. **Acceptance of Gifts to Acquire CSX Saxonville Branch:** The lack of response from MassDOT to the Town's request for financial assistance has complicated private fundraising efforts by the Friends of Natick Trails but there have been many pledges made of private donations and future donations from local businesses to help offset the cost of acquiring this land. Both Steve Levinsky and Josh Katzen of Cloverleaf have made donations and Mr. Ostroff requested that the Board accept those gifts offered for purchase of the land. Moved by Mr. Connolly and seconded by Ms. Salamoff, the Board voted 5-0-0 in favor of accepting the donations.
- b. **State Assistance Update:** Mr. Ostroff reported that no response has been received from MassDOT and stated his position that the Town should move forward on the assumption that it will not be receiving State assistance for the Cochituate Rail Trail.
- c. **TJX/Route 30 Project Update:** The CRT project was recently complicated by the planned expansion of the TJX campus, which is right next to the rail trail, but the CRT design will not be significantly affected. The CRT project may be slightly expanded as a result but with no significant cost to the Town.
- d. **Revised Motion and Funding Sources for Special Town Meeting #2, Article 3:** A revised recommended motion for acquisition of CSX land confirms the earlier vote to appropriate \$2.5 million from the FAR Bonus Stabilization Fund. The additional funding sources are the FAR Bonus Stabilization Fund (\$2.1 million), borrowing (up to \$1,471,000), and gifts. The amount of gifts will reduce the amount of borrowing. The benefits of this approach are that it preserves as much Free Cash as possible for anticipated capital projects, and borrowing can be paid back early. Mr. Connolly pointed out that he had been on the losing end of a 3-2 vote by the Board to fund the purchase with Free Cash. Mr. Jennett indicated that the Board would be reconsidering that vote this evening. Mr. Connolly and Mr. Mabardy voiced their resistance to borrowing, noting that if no gifts were forthcoming, the burden of repayment would fall on the taxpayers. Ms. White and Mr. Jennett noted that they had been approached by corporate sponsors strongly supportive of the project, though they could not reveal which ones, and Mr. Jennett gave his personal assurance that these corporate sponsors would donate at the appropriate time and stressed the urgency of completing the purchase by December so as not to forfeit the Federal Government's financial commitment to the project. Ms. White did agree with Mr. Connolly that if those gifts did not come to fruition, the burden would indeed fall on the taxpayers but, noting her confidence in the anticipated corporate sponsorship, recommended the Board approve the new recommendation. After the Board heard several comments from the public, a motion was made by Ms. Salamoff, seconded by Mr. Mabardy, to reconsider their

previous recommendation to Town Meeting for funding of the Rail Trail and the motion passed on a vote of 5-0-0. Ms. Salamoff then moved that the Board adopt the recommendation as recommended by the Town Administrator and outlined above. Mr. Freedman seconded the motion. Mr. Connolly recommended against it because of the Board's previous promise to not use taxpayer monies and Mr. Mabardy agreed with him. Mr. Freedman noted that he took Mr. Connolly's and Mr. Mabardy's points very seriously but that the chance of forfeiting federal funding was great, making the risk was worth taking. Mr. Jennett expressed much the same opinion and noted that the Town Meeting vote would take place on November 1<sup>st</sup>. The motion passed by a vote of 3-2 with Mr. Mabardy and Mr. Connolly casting the dissenting votes.

### **ANNOUNCEMENTS:**

Ms. White reminded citizens about early voting at Town Hall between October 24 and November 4. Ms. White announced that the Opioid Task Force has scheduled another public meeting for questions and discussion on November 15<sup>th</sup> at the Morse Library Institute from 6:30-8:30 p.m.

Ms. Salamoff stated that a presentation of the Town's Master Plan is scheduled for November 29 at the Wilson School.

### **WHAT'S NEW**

Present were Jillian Wilson Martin, the Sustainability Coordinator, and Jay Turner and Leo Ryan, the lead volunteers for Solarize Mass Natick, which launched in May and ended on October 1 of 2016. Ms. Wilson Martin announced the donation of a solar array to a local nonprofit and Mr. Turner stated that the selection process is in its final stages with selection of that nonprofit to be made in the next week. Mr. Jennett thanked the Solarize Mass Natick volunteers and read aloud a letter of recognition from the Board of Selectmen.

### **CITIZEN'S CONCERNS**

None.

### **CONSENT AGENDA**

The Chair asked if any members of the public or the Board would like to discuss any item on the consent agenda and no discussion was requested. Moved by Mr. Connolly and seconded by Mr. Freedman, the Board voted unanimously to approve the Consent Agenda conditional upon the fulfillment of all recommendations from Town Agencies and/or Departments. The following items were approved:

- Veterans' Service's Veterans' Day Parade Permit on November 11, 2016
- Recreation and Parks' request to close Common Street for the Spooktacular event on October 29, 2016 (with a rain date of October 30, 2016).

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

1. **Sustainability Committee Appointments:** Ms. White reminded the Board that the Recycling Committee had been disbanded over the summer with a plan to form a more broad-based committee. With specific skill sets and expertise required, 20 applications were received and seven Committee Members were chosen. Ms. White asked for the Board's endorsement of those chosen. Moved by Ms. Salamoff and seconded by Mr. Connolly, the Board voted 5-0-0 to confirm the recommended appointments as follows: Leo Ryan, Amy Boyd Rabin, Katie Schindall, Patrick Haswell, Patrick Conaway, Matthew Gardner, and Paul Lucot.
2. **Interviews for Appointments to the Zoning Board of Appeals:** Daiva Izbickis Verselis and Paul Piccioli talked about their backgrounds and reasons they would be good choices for the Zoning Board. By a ballot vote, Ms. Verselis was appointed to the Board by a vote of 3-2.
3. **Natick Center Associates:**
  - a. **Natick Center Cultural District First Quarter Update:** Deb Sayre presented on behalf of Mr. Levinsky and provided the Board with the NCCD quarterly report.
  - b. **Request to Bag Parking Meters During Holiday Season (11/26/16-1/2/17):** Moved by Ms. Salamoff and seconded by Mr. Connolly, the Board voted 5-0-0 in favor.
  - c. **Approve Proposed Art for Electrical Boxes:** Mr. Connolly asked if the artwork depicting fireworks could be shared with the veterans and was told it could. On a motion by Mr. Connolly, seconded by Ms. Salamoff, the Board voted 5-0-0 in favor of the artwork barring

any objections from the Natick Veterans' Council. On a motion by Mr. Freedman, seconded by Ms. Salamoff, the Board voted 5-0-0 in favor of artwork depicting robots.

4. **Treasurer:**
  - a. **Establish Useful Life for Equipment in Anticipation of Borrowing:** Steve Price, Treasurer/Collector, explained that anything exceeding five years of useful life must be voted by the Board according to MGL Chapter 44, Section 9. Moved by Ms. Salamoff and seconded by Mr. Freedman, the Board voted 5-0-0 to approve the useful life expectancy of several DPW vehicles.
  - b. **FY 2016 Year End Treasurer's Cash Report:** No voted needed; presented for informational purposes. The balance as of June 30<sup>th</sup> was \$84 million plus.
5. **Deputy Town Administrator/Operations on Behalf of Fire Chief – Acceptance of \$2500 Donation from Cognex:** Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted 5-0-0 to approve Chief White's request to accept a \$2500 donation from Cognex, which will be used to install smoke and carbon monoxide detectors in the homes of seniors. Ms. White accepted the donation for the Chief and Mr. Connolly asked that a thank you letter be sent to Cognex from the Board.

## **DISCUSSION AND DECISION**

6. **2016 Fall Annual Town Meeting Warrant Articles – 24, 25, 26, 27, 29, 30, 33, 34:**
  - a. **Article 24** – Amend Zoning By-Laws Regarding Micro Breweries: This Article was acted on by Town Meeting so there was no need for Board discussion.
  - b. **Article 25** – Amend Zoning By-Laws Regarding Dimensional Requirements: Moved by Mr. Mabardy and seconded by Mr. Freedman, the Board voted 4-0-1 to refer to the Planning Board. Mr. Connolly abstained, stating he did not know enough about it. On a second vote, moved by Mr. Mabardy and seconded by Mr. Freedman, the Board voted 5-0-0 to rescind their recommendation and pass.
  - c. **Article 26** – Amend Zoning By-Laws to Add Definition for "Special Care Residence:" Pass.
  - d. **Article 27** – Amend Zoning By-Laws Regarding Driveways and Parking Dimensions: Pass.
  - e. **Article 29** – Amend the Natick Zoning Bylaw to Create an Assisted Living Option Overlay District (ALOOD): Moved by Mr. Connolly and seconded by Mr. Mabardy, the Board voted 5-0-0 to refer the Article back to the Planning Board.
  - f. **Article 30** – Include Certain Parcels of Land on Eliot Street and Everett Street in the Assisted Living Option Overlay District ("ALOOD"): Moved by Mr. Connolly and seconded by Mr. Mabardy, the Board voted 5-0-0 to refer the Article back to the Planning Board.
  - g. **Article 33** – Amend the Town of Natick By-laws to Ban the Use of Polystyrene: Pass.
  - h. **Article 34** – Acquisition of 218 Speen Street: Moved by Mr. Freedman and seconded by Mr. Connolly, the Board voted 5-0-0 No Action.
7. **2016 Special Town Meeting #2 Warrant Articles – 2, 3, 4, 5, 7, 8, 9, 10, 11:**
  - a. **Article 2** – Appropriate Funds for the Design and Development of the Cochituate Rail Trail: Previously voted on October 5, 2016 as follows: Moved by Mr. Freedman and seconded by Mr. Connolly, the Board voted 5-0-0 that the Town vote to appropriate the sum of \$50,000 to be expended under the direction of the Board of Selectmen for design and related services for the proposed Cochituate Rail Trail, and that the sum of \$50,000 be raised from MathWorks Mitigation Fees. e. Special Town Meeting #2, Article 3: Appropriate Fund
  - b. **Article 3** – Acquisition of the CSX Saxonville Branch: Previously voted this meeting 3-2 favorable action.
  - c. **Article 4** – Amend the Natick Zoning By-Law to Create a Transitional Overlay Option Plan (TOOP): Moved by Mr. Jennett and seconded by Mr. Connolly, the Board voted 5-0-0 to refer the Article back to the Planning Board at the request of the sponsor.
  - d. **Article 5** – Include Certain Parcels of Land Located on the Southerly Side of East Central Street, the Easterly Side of Lincoln Street, the Easterly and Westerly Side of Wilson Street and the Westerly Side of Grant Street in the Transitional Overlay Option Plan (TOOP): Moved by Mr. Jennett and seconded by Mr. Connolly, the Board voted 5-0-0 to refer the Article back to the Planning Board at the request of the sponsor.
  - e. **Article 7** – Amend Zoning By-Laws: SPGA Designation – Industrial I & II: Postponed to November 2<sup>nd</sup>
  - f. **Article 8** – Amend Zoning By-Laws: Motor Vehicles: Postponed to November 2<sup>nd</sup>
  - g. **Article 9** – Amend Zoning By-Laws : Remove Ambiguous Wording from Section 323.3: Postponed to November 2<sup>nd</sup>

- h. **Article 10** – Amend Zoning By-Laws: 55 Years of Age Amenity Housing: Postponed to November 2<sup>nd</sup>
- i. **Article 11** – Amend Zoning By-Laws: Elderly Family Residence: Postponed to November 2<sup>nd</sup>
- 8. **Discussion Regarding Fiscal Year 2017 Selectmen’s Goals**: Postponed to November 2<sup>nd</sup>.
- 9. **2017 Liquor License Renewals**: Moved by Mr. Jennett and seconded by Mr. Connolly, the Board voted 5-0-0 to renew 2017 liquor licenses.

### **TOWN ADMINISTRATOR NOTES**

Ms. White stated that she had an emergency item for discussion and a vote. The Senior Center’s part-time transportation coordinator recently resigned for personal reasons with no notice and Ms. White asked that the Board waive the 15-day approval period to hire John Rourke, a part-time employee who has expressed interest in the position, because the transportation program at the Senior Center cannot run without a coordinator. Moved by Mr. Freedman and seconded by Mr. Connolly, the Board voted 5-0-0 to waive the 15-day waiting period and appoint Mr. Rourke to the position.

### **SELECTMEN’S CONCERNS**

Mr. Mabardy encouraged citizens to contact their public servants with any problems or issues.

### **ADJOURNMENT**

On a motion by Mr. Connolly, seconded by Ms. Salamoff, the Board unanimously voted on a roll call vote to adjourn the Board of Selectmen’s Meeting at 11:26 p.m.

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Richard P. Jennett, Jr., Clerk

October 24, 2016 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on February 26, 2018

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**All documents used at this Board of Selectmen meeting are available at:**  
<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=310&MinutesMeetingID=-1&doctype=Agenda>

# BOARD OF SELECTMEN – TOWN OF NATICK

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## **MEETING MINUTES**

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

**November 2, 2016**

**6:00 PM**

**PRESENT:** Chairman Richard P. Jennett, Jr., Vice Chair Nicholas S. Mabardy, Clerk Jonathan Freedman, John Connolly, and Susan G. Salamoff

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

The Chairman called the meeting to order at 6:06 p.m. and requested a motion to enter into Executive Session to discuss matters pertaining to Litigation and Deployment of Security Personnel or Devices, or Strategies with Respect Thereto, the Chair announcing that discussion of Executive Session matters in Open Session would have a detrimental effect on the Board of Selectmen’s negotiating position and the Town’s interests. Mr. Connolly, seconded by Mr. Freedman, moved to enter into Executive Session and, by a roll call vote, all Board Members voted in favor of the motion. The Board entered into Executive Session at 6:08 p.m., the Chair announcing that the meeting would return to Open Session at approximately 7:00 p.m.

Open Session reconvened at 7:15 p.m. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

### **ANNOUNCEMENTS:**

Ms. White announced that early voting will continue through this coming Friday at the Town Hall with Friday hours extended through 5:00 p.m. Election Day is Tuesday, November 8<sup>th</sup> and the polls will be open from 7:00 a.m. until 8:00 p.m.

Ms. Salamoff stated that she was informed by the Town Clerk this evening that approximately 6,600 people have already voted, i.e., over 20% of registered voters.

### **WHAT’S NEW**

Linda Stetson, Director of the Morse Library Institute, introduced high school freshman Evan Sepe, who is working on his Eagle Scout project, using the library’s 3D printer to print multi-sized, prosthetic hands for donation through a global volunteer initiative called Enable to residents of third world countries. Twelve prosthetic hands were recently sent to Nigeria. Dave Bartos, Evan’s father, thanked the library staff for their assistance and stated that project could not be done without their help. All supplies and use of the printer are offered free of charge.

### **CITIZEN’S CONCERNS**

Adrian Jaho, a Wellesley Ave. resident, complained about demolished buildings adjacent to his property that have dirt piled up three feet higher than his property. He indicated that surface water is invading his property, with four to five floods in the last year. He has spoken to the Board of Health about the problem. A drain built by the Town is not sufficiently able to drain the area. Ms. White obtained the resident’s contact information and will have staff reach out to him.

### **CONSENT AGENDA**

The Chair asked if any members of the public or the Board would like to discuss any item on the consent agenda and no discussion was requested. Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted unanimously to approve the Consent Agenda conditional upon the fulfillment of all recommendations from Town Agencies and/or Departments. The following items were approved:

- Parade permit for Katie V Road Race on 5/21/16
- Surface water sampling in Natick for General Chemical

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

1. **Public Hearing – Eversource Grant of Location:** Mr. Freedman read the Public Hearing Notice. Moved by Mr. Freedman and seconded by Mr. Connolly, the Board voted 5-0-0 to open the Public Hearing. Christine Cosby of Eversource Energy requested permission to install a pole for electric service for a car-charging station at the Fire Station. There were no public comments. Mr. Connolly, seconded by Mr. Freedman, moved to close the Public Hearing and the motion passed 5-0-0. Moved by Mr. Connolly and seconded by Mr. Freedman, the Board voted 5-0-0 to approve the request. Mr. Connolly asked for and was given Ms. Cosby's card, indicating his desire to discuss low-hanging wires that were recently hit by a truck, causing a fire.
2. **MASFannon, d/b/a Austin's Liquor Store – Application for Change in Manager – Sean Anderson:** Noting that the previous manager had been terminated on March 31<sup>st</sup>, Mr. Anderson stated he had been managing the store since April 1<sup>st</sup>. Mr. Connolly stressed that it is the responsibility of the license-holder to ensure that the establishment is in compliance in order to avoid revocation of the license. Moved by Mr. Connolly and seconded by Ms. Salamoff, the Board voted 5-0-0 to approve the change in manager application.
3. **Procurement Officer – Recommendations for Award of Contracts:**
  - a. **Springvale Well No. 4 Replacement:** Moved by Mr. Connolly and seconded by Ms. Salamoff, the Board voted 5-0-0 to award the contract to Maher Services, Inc. in the amount of \$127,305 with the stipulation that the Board be notified of any change orders.
  - b. **On-Call Electrical Maintenance and Repair Services:** Moved by Mr. Freedman and seconded by Mr. Connolly, the Board voted 5-0-0 to award the contract to Lantern Light & Electric, Inc. in the amount of \$80 per hour for a period of one year with two one-year options for renewal.

Mr. LeBlanc explained that the contracts for janitorial services and carbon monoxide approved at the last meeting were mailed out on October 21<sup>st</sup> but have not been received by the vendors and requested that the Board Members sign the contracts again so that they can be resent.

4. **Josh Ostroff, CRT Advisory Committee Chair – Cochituate Rail Trail Update:**
  - a. **CRT Update:** Town Meeting continued the discussion on the acquisition last evening because there was an issue with the motion and the Town Moderator requested specific dates for the purchase & sale as well as all of the amendments. CSX accepted the most recent amendment and agreed to all its terms. The Secretary of Transportation sent a letter indicating that no funding would be provided for the purchase by MassDOT but expressing support of construction funding. If Town Meeting votes favorable action, there is still a tight timetable to make the December 1<sup>st</sup> closing date. CSX is willing to extend the date. Mr. Ostroff advised allowing Town Meeting to make its decision and, if the vote is favorable, to then get the process underway and map out the time it will take to secure BANs.
  - b. **Status of Wonderbread Spur Taking:** Mr. Ostroff stated that there is nothing to report from Town Counsel, but that Town Counsel will be talking to CSX and there will likely be something to report in the next couple of days.
  - c. **Acceptance of Gifts:** There are multiple gifts on this evening's agenda that, if accepted by the Board, would decrease the amount that needs to be borrowed. Mr. Ostroff requested that the Board accept gifts from himself and Mrs. Ostroff (\$500), the Distinctive Hospitality Group (\$5,000), and John Gregory & Mary Fenelon (\$200) for a total of \$5,700. Moved by Ms. Salamoff and seconded by Mr. Connolly, the Board voted 5-0-0 to accept the gifts. Mr. Jennett thanked all for their commitment to the project.

A Natick resident, A. Richard Miller, requested the opportunity to speak. He proposed taxing CSX at a higher rate based on CSX's claimed value of the property, stating that claimed amount was \$11 million. Mr. Ostroff explained that any deduction CSX could claim on their taxes would, legally, have to be based on the appraised value.

## **DISCUSSION AND DECISION**

5. **2016 Special Town Meeting #2 Warrant Articles – 7, 8, 9, 10, 11:**
  - a. **Article 7 – Amend Zoning By-Laws: SPGA Designation – Industrial I & II:** Since no Planning Board representative was present, no vote was taken, thus no recommendation.
  - b. **Article 8 – Amend Zoning By-Laws: Motor Vehicles:** Since no Planning Board representative was present, no vote was taken, thus no recommendation.

- c. **Article 9** – Amend Zoning By-Laws : Remove Ambiguous Wording from Section 323.3: Moved by Mr. Jennett and seconded by Mr. Freedman, the Board voted 5-0-0 to support favorable action on Article 9 contingent upon Article 11 passing at Town Meeting.
  - d. **Article 10** – Amend Zoning By-Laws: 55 Years of Age Amenity Housing: Moved by Mr. Connolly and seconded by Ms. Salamoff, the Board voted 5-0-0 for indefinite postponement of Article 10.
  - e. **Article 11** – Amend Zoning By-Laws: Elderly Family Residence: The Board voted 5-0-0 on two motions and two votes to support a revised Article 11 with changes as follows. Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted to delete the second sentence in the definition of “Elderly Family Residence” and to delete the parenthetical phrase “co-head.” Moved by Ms. Salamoff and seconded by Mr. Mabardy, the Board voted to change the age from 62 to 55.
6. **Discussion Regarding Banner Policy & Banner Request:**
- a. **Banner Request, Brochu Bros., 11/13-12/24/16:** Mr. Mabardy stated that a charitable event is to be held on the Brochu Bros. property at no charge and with no benefit to the Brochu Bros. However, a new request is required from Brochu Bros. since it is unclear whether the charitable event they wish to advertise relates to the Wounded Warriors Fund or the Flutie Foundation.
  - b. **Discuss Change in Banner Policy:** The Town’s Banner Policy states that no banner will be hung between December 1<sup>st</sup> and spring. Mr. Mabardy pointed out that a banner is hung in March to advertise the Election and since it snows in March and banners can be hung then, they should be allowed at other times in the winter. Mr. Mabardy stated he would like to change the policy. Ms. Salamoff pointed out that the Banner Policy states that only banners for nonprofits will be hung and questioned whether allowing a business to hang a banner would be acceptable; if so, that would require an additional change to the policy. Mr. Jennett stated that if it were not a commercial banner, but a banner advertising a fundraiser, that should be acceptable. After a great deal of discussion, no vote was taken regarding amending the Banner Policy until a new request from Brochu Bros. is received.
7. **Discussion Regarding Fiscal Year 2017 Selectmen’s Goals:** Moved by Mr. Connolly and seconded by Mr. Mabardy, the Board voted 5-0-0 to adopt the FY 2017 Goals as compiled by the Selectmen with quarterly updates to be provided by the Town Administrator. The first update will be expected during the second meeting in January.
8. **Discussion Regarding Formation of a Citizens’ Committee to Provide Input for Garage Feasibility Analysis:** According to Ms. White, FinCom discussed whether a citizens’ professional group should be put together to help in the garage feasibility analysis and suggested perhaps making it a building committee. Mr. Freedman stated he would like more definition on what the committee would be doing, its composition, term, function, charge, etc., and wondered how it would interact with consultants, the Board, and other constituents. Ms. White offered to compose a charge for the committee but Mr. Jennett stated he would like to have further discussions with staff regarding what skill sets potential committee members should be required to have. No decision was made this evening.
9. **2017 Parking Permit Fees:** Ms. White recommended no change to the current fees since there is no driver to do so. Mr. Freedman moved, seconded by Mr. Connolly, to accept the Town Administrator’s recommendation and leave fees as they are and the motion passed 5-0-0.
10. **2017 Board of Selectmen Meeting Dates – January to May 2017:** Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted 5-0-0 to approve the proposed meeting dates.

**TOWN ADMINISTRATOR NOTES**

None.

**SELECTMEN’S CONCERNS**

Mr. Connolly requested that MassDOT come to a Selectmen’s Meeting to explain what is happening with the Marion Street Bridge project. Ms. White said she would arrange for this to happen. Mr. Connolly also stated he would like to have a conversation with Jamie Sheridan and others about Camp Arrowhead. Mr. Jennett agreed that a “clear the air” meeting should be held. Ms. White stated that at the present time, there is no lease, license, or memorandum of agreement with anyone so no one has the rights to the property.

Mr. Freedman stated he would not be available for the November 14<sup>th</sup> meeting.

Ms. Salamoff stated she would be unavailable during the last week in December. Ms. Salamoff also noted that a Master Plan Forum is scheduled for Monday, November 29<sup>th</sup> at the Wilson Middle School at 7:00 p.m. and that an Opioid Forum is scheduled for November 15<sup>th</sup> at the Morse Library.

Mr. Mabardy stated that three years ago, Town Meeting appropriated money for a survey to solicit opinions on the Town's activities and performance. Ms. White stated she had been discussing this with the Community Services Director, Jemma Lambert, who would be coming forward with a proposal. Mr. Mabardy noted that a suicide prevention forum will be held by the Veterans' Council on November 17<sup>th</sup> at the Community-Senior Center.

Mr. Jennett expressed frustration that no Town Meeting information is on the front page of the Town's website.

## **ADJOURNMENT**

On a motion by Mr. Connolly, seconded by Mr. Mabardy, the Board unanimously voted on a roll call vote to adjourn the Board of Selectmen's Meeting at 11:17 p.m.

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Richard P. Jennett, Jr., Clerk

November 2, 2016 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on February 26, 2018

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**All documents used at this Board of Selectmen meeting are available at:**

<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=305&MinutesMeetingID=-1&doctype=Agenda>

# BOARD OF SELECTMEN – TOWN OF NATICK

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## MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

November 21, 2016

5:30 PM

**PRESENT:** Chairman Richard P. Jennett, Jr., Vice Chair Nicholas S. Mabardy, Clerk Jonathan Freedman, John Connolly, and Susan G. Salamoff

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

The chair called the Public Meeting to order at 5:30 p.m., noting that Executive Session would be held following the close of the Public Meeting to discuss matters pertaining to Non-Union Personnel Negotiations and Collective Bargaining. The Pledge of Allegiance was recited and a moment of silence observed to honor those protecting our country and in remembrance of Mary Brown, a long-time Natick resident, described by Mr. Jennett as a 50-year Town Meeting Member who was big of heart and held a great commitment to the community, who recently passed away.

### CITIZEN’S CONCERNS

None.

### APPOINTMENTS WITH THE BOARD OF SELECTMEN

#### Chief of Police:

- a. **Request to Accept Donations:** Moved by Mr. Connolly and seconded by Ms. Salamoff, the Board voted 5-0-0 to accept donations from residents Mary C. Connelly and Paula K. Reiters to be expended at the direction of Chief Hicks.
- b. **Request to Appoint Permanent Police Officer:** Following the resignation of Officer Brandon Hanss, the Chief requested Board approval of the appointment of Jennifer Stoller as a permanent, full-time police officer effective January 9, 2017, which is the next Academy start date. With this appointment, Ms. Stoller is anticipated to be working as an officer by July. Moved by Ms. Salamoff and seconded by Mr. Connolly, the Board voted unanimously to approve the appointment. Ms. Stoller thanked the Board, the Chief, and her family.

### DISCUSSION AND DECISION:

1. **Ratification of Public Employees Local Union 1116 of the Laborers’ International Union of North America Contract – DPW (MOA signed 5/16/16):** Ms. White stated that the Board approved the Memorandum of Agreement in Executive Session for fiscal years 2016, 2017, and 2018 (7/1/15-6/30/18) and is asked now to ratify the MOA publicly. The MOA covers all DPW laborers. Moved by Mr. Connolly and seconded by Ms. Salamoff, the Board voted 5-0-0 to ratify the MOA.
2. **Discussion Regarding Community Unity:**
  - a. **Board of Selectmen Statement of Values / Natick United Statement with BoS Signatures:** Ms. Salamoff talked about the Board generating a statement of values in response to the recent incident in Natick in which threatening, racist letters were sent to a resident, and in response to the general tone present in the country following the presidential election. Ms. Salamoff stated she spoke at three events, including a rally, over the weekend and indicated there is a call for the Board of Selectmen to make a statement. She encouraged the Board to adopt the Natick United “Stand Up” statement, with or without modifications, issued by members of the clergy, community leaders, and residents or to issue its own statement as a means of showing leadership and intolerance of hate in any sphere. Mr. Connolly indicated that he would not sign such a statement because he, and all of the Board Members, exhibit all of the attributes mentioned in the “Stand Up” statement in every aspect of daily life and so he does not need the Board of Selectmen to serve as his moral compass. He stated that the recent incident was not indicative of life in Natick. Part of Mr. Connolly’s resistance to signing such a statement was that he did not feel that he could respect and embrace all people, such as people whose sexual preference is children or people who want to kill Americans. Mr. Mabardy stated that long

before the current statement was issued, he belonged to a group called "Joining Hands for Peace" and has lived his entire life as a caring, respectful, welcoming person. He as well felt that he did not need to be told to be more tolerant, more considerate, or more caring. Ms. Salamoff stated that what is important is to show that the Selectmen are taking a leadership role. Mr. Jennett agreed that Mr. Connolly and Mr. Mabardy embody the values noted in the "Stand Up" statement but noted that the Board Members are leaders and role models in the community, and the idea of a statement would be to show what the Natick community is all about in that the incident that occurred is such a glaring misrepresentation of the Town and its people. Noting his belief that Ms. Salamoff is trying to set a tone and show the rest of the world what Natick's values are, Mr. Jennett asked the Board to return to the table at the next meeting with a statement that encompasses all of their thoughts, and he thanked Ms. Salamoff for taking this initiative.

- b. Peace Lights on Natick Common Gazebo:** A minister from the Eliot Church, describing himself as a part of the Rainbow Peace Flag Movement, stated he had attended two meetings of interfaith clergy held in response to the incident that occurred in Natick and at one of those meetings, Representative David Linsky, noting that the peace flag had become a unifying symbol in Natick, suggested having it displayed on the Town Common. The minister's initial thought was to wash the gazebo in a rainbow of lights but, realizing the gazebo would already be covered with lights and wreaths for the holidays, the concept now is to display a lighted peace sign that would be in keeping with the other displays on the Common (the Christmas Crèche and the Menorah). The minister showed the Board two light prototypes, stating he would like to place one on the Common prior to the tree lighting ceremony on November 27<sup>th</sup> and in time for a planned vigil following the tree lighting ceremony. Mr. Jennett pointed out the requirement for Recreation Department approval. Ms. White noted that the previous Saturday rally did not receive approval but for the Board to have disallowed it would have been inappropriate and suggested that the Board may want to give the upcoming vigil its blessing. However, Ms. White stated that a discussion would definitely need to take place with the Recreation Department because the power required for the light could interfere with the Common's irrigation system. Mr. Connolly stated that if a positive vote were taken by the Board, perhaps the minister could share that with the Recreation Department Director to encourage approval. Mr. Connolly moved to support the effort and Ms. Salamoff seconded the motion. The Board voted unanimously to support the erection of a lighted peace sign on the Common from November 27<sup>th</sup> until the holiday lighting is taken down.
- 3. Discussion Regarding Banner Policy & Banner Request:**
  - a. Banner Request – Brochu Bros. – 11/13-12/24/16:** The Brochu Bros. request has been withdrawn.
  - b. Discuss Change in Banner Policy:** Martin Kessel, a Water Street resident, stated that there is so much information crammed onto banners that people stopping to read them has become a safety issue. He suggested, if consideration is given to revising the policy, that guidelines regarding size and a limit on the number of words a banner can contain be considered. No action was taken by the Board on the Banner Policy this evening.

### **TOWN ADMINISTRATOR NOTES**

None.

### **SELECTMEN'S CONCERNS**

Mr. Connolly stated that Ed Carr, a former Natick Selectman, will be unveiling a Vietnam Memorial on November 27<sup>th</sup> on Blandford Ave in Framingham honoring veterans killed in the line of duty. Mr. Carew, the Veterans' Services Officer, also asked Mr. Connolly to remind people of the December 7<sup>th</sup> Pearl Harbor observation at the Community-Senior Center. Mr. Connolly asked for follow-up on why the senior citizens' craft fair had to be held at the Elks and not at the Community-Senior Citizen. Ms. Salamoff stated that it was the fair organizers' decision to hold the event at the Elks because they felt they did not have enough room at the Community-Senior Center the previous year. There was back-and-forth discussion about whether or not senior citizens are charged for use of the space.

Mr. Jennett stated that work on the Marion Street Bridge is progressing with completion projected for 2017.

Ms. Salamoff wished everyone a Happy Thanksgiving.

**ADJOURNMENT**

On a motion by Mr. Connolly, seconded by Mr. Freedman, the Board unanimously voted on a roll call vote to adjourn the Board of Selectmen's Meeting at 7:03 p.m. and to move into Executive Session, noting that the Public Meeting would not reopen.

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Richard P. Jennett, Jr., Clerk

November 21, 2016 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on February 26, 2018

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**All documents used at this Board of Selectmen meeting are available at:**

**<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=316&MinutesMeetingID=-1&doctype=Agenda>**

# BOARD OF SELECTMEN – TOWN OF NATICK

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## MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

November 14, 2016

6:00 PM

**PRESENT:** Chairman Richard P. Jennett, Jr., Vice Chair Nicholas S. Mabardy, John Connolly, and Susan G. Salamoff

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

**ABSENT:** Clerk Jonathan Freedman

The Chairman called the meeting to order at 6:05 p.m. and requested a motion to enter into Executive Session to discuss matters pertaining to Real Property, Litigation, and Executive Session Minutes, announcing that discussion of Executive Session matters in Open Session would have a detrimental effect on the Board of Selectmen's negotiating position and the Town's interests. Mr. Connolly, seconded by Ms. Salamoff, moved to enter into Executive Session and, by a roll call vote, all Board Members voted in favor of the motion. The Board entered into Executive Session at 6:08 p.m., the Chair announcing that the meeting would return to Open Session at approximately 7:00 p.m.

Open Session reconvened at 7:08 p.m. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

### ANNOUNCEMENTS:

- 1. Discussion Regarding Community Unity:** Mr. Jennett opened the meeting with a discussion about a recent incident in the community that he felt residents should be aware of. He introduced the Chief of Police who stated that a resident had reported that on November 10<sup>th</sup> and November 11<sup>th</sup>, letters had been left at a resident's home that had racial overtones and contained threats to the resident. Chief Hicks stated that the Department is taking the matter very seriously and it will be investigated, taking it to the federal level and partnering with the Attorney General's Office to help with the investigation and prosecution. Noting the negative rhetoric permeating the news of late, the Chief reinforced that Natick is an inclusive and welcoming community that will not condone nor accept the presence of hate crimes. Ms. White stated that the rhetoric that is prevalent now has caused people to be fearful because others have felt emboldened to contribute to it. Mr. Connolly stated he stopped by the resident's home today to declare his support and solidarity and reiterated to the resident and the family that everyone is taking the incident very, very seriously. Mr. Mabardy expressed similar thoughts. Ms. Salamoff stated that the recent presidential election both disappointed and exhilarated people but regardless of which, all people should be treated with dignity and respect. Mr. Jennett urged the community to have faith in the good and that people come together to fight incidents like this and show the goodness inherent in Natick. Mr. Jennett stated a vigil is being planned.
- 2. Opioid Task Force Public Meeting:** Katie Sugarman, the Town's Prevention and Outreach Program Manager, stated that a public meeting will be held tomorrow night at the Morse Institute Library from 6:30-8:30 to follow up on the previous meeting and to allow community members to talk about their ideas, concerns, and solutions to the problem of opioid use and abuse.

Ms. White announced the Town Hall schedule for the upcoming holidays. Town Hall will be open Thanksgiving week from Monday-Wednesday from 8:00-5:00 and will be closed on Thanksgiving Day and the day after. For the weeks of the Christmas and New Year's holidays, Town Hall will be closed on the Monday following each holiday.

### WHAT'S NEW

Kelsey Hampton, the Director of Volunteer and Food Services, presented on behalf of Greg Tutuny, Executive Director of the Natick Service Council, and stated that meals will begin to be available for pick-up this Thursday. There have been 225 requests for assistance this year and the Natick Service Council has been working to match them with sponsors to supply a full, uncooked meal for those homes. There are currently 47 single seniors left to match with sponsors. The annual "Fill the Cruiser" event is

scheduled for November 19<sup>th</sup> and the items donated will fill holiday baskets for children and seniors. There are currently 258 requests for help. The Police Department also has a "Giving Tree" – community members may take a tag off the tree and provide a requested item as a gift. Ms. White thanked Kathy Lentini, the Town's Information Officer, for organizing the drive to have two baskets filled by Town employees.

### **CITIZEN'S CONCERNS**

None.

### **CONSENT AGENDA**

The Chair asked if any members of the public or the Board would like to discuss any item on the consent agenda and no discussion was requested. Moved by Ms. Salamoff and seconded by Mr. Connolly, 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:

- The request of St. Patrick's Church to display the Christmas Crèche on Town Common from 12/8/16-1/7/17
- Town Common use for Natick Earth Day event on 4/23/17 (rain date: 4/30/17)

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

1. **Chief of Police – Safety Committee Recommendations:** Moved by Mr. Mabardy and seconded by Mr. Connolly, the Board voted 4-0-0 to approve the following Safety Committee recommendations:

- a. Installation of MUTCD stop sign on Ingleside at Peterson
- b. Removal of "No Right Turn on Red" sign at Oak and Bacon Streets
- c. Construction of a median with a crosswalk and midway island in accordance with MUTCD standards at Lake Street at Route 27

Ms. White stated that she has also submitted a request for a light near the post office since it is a very dark walk at night for staff who park there. Chief Hicks stated it will be discussed at the November Safety Committee Meeting.

2. **Matt Steinberg – Interview for Appointment to the Information System Advisory Board:** Mr. Steinberg noted that he had been appointed an associate member several months ago and, with the recent resignation of a member, would like to become a full voting member. Moved by Mr. Mabardy and seconded by Ms. Salamoff, the Board voted 4-0-0 to appoint Mr. Steinberg as a full voting member.
1. **Interviews for Appointment to the Community Services Advisory Board:** After each candidate provided background information and reasons they would be good additions to the Board, Ms. Salamoff moved to appoint all three candidates to the Board. Mr. Connolly seconded the motion and the Board voted 4-0-0 in favor of appointing Linda Vitagliano, Fona Mangino, and Sue Shea.
2. **Application for Common Victualler's License – B. Good, LLC:** Christian Contarino presented to apply for a common victualler's license for his restaurant that will serve fast casual food, using locally sourced produce and beef. He stated that he intends to give back to the community by providing food for the homeless and for school children. He anticipates opening by the end of the year, but it could potentially be after the first of the new year. Moved by Ms. Salamoff and seconded by Mr. Connolly, the Board voted 4-0-0 to grant a common victualler's license.
3. **Farmers' Market Application for Section 15F Wine License – La Cantina Winery Co:** Robert Vozzella presented to request permission to sell wine at the Farmers' Market. Deb Sayre, Director of the Farmers' Market, stated that Mr. Vozzella's would be one of two wine licenses that will alternate on a weekly basis. Mr. Marbardy noted that the Police Department requires TIPS certification and not STOP, as is the certification Mr. Vozzella has. Moved by Mr. Connolly and seconded by Mr. Marbardy, the Board voted 4-0-0 to approve the wine license with the stipulation that Mr. Vozzella obtain TIPS certification.
4. **Public Hearing – Application for On-Premises Beer and Wine License – La Fete, LLC:** Ms. White read the Public Hearing Notice. Moved by Mr. Connolly and seconded by Mr. Mabardy, the Board voted 4-0-0 to open the Public Hearing. Margaret Nichols, owner of La Fete, stated she and her husband, Kevin, have been business owners in Natick for 17 years with a full-service catering company. Having purchased Bakery on the Common and hoping to open around Thanksgiving to serve breakfast, lunch, and other prepared foods, Ms. Nichols requested approval of a license to serve beer and wine. There were no comments from the public. Moved by Mr. Mabardy and

seconded by Mr. Connolly, the Board voted 4-0-0 to close the Public Hearing. On a motion by Mr. Connolly, seconded by Mr. Mabardy, the Board voted 4-0-0 to issue a Downtown Beer & Wine License.

5. **Public Hearing – Cable Television License Transfer:** Mr. Jennett read the Public Hearing Notice. Moved by Ms. Salamoff and seconded by Mr. Connolly, the Board voted 4-0-0 to open the Public Hearing. Thomas K. Steel, Vice President and Regulatory Counsel for RCN Telecom Services, stated that his company, now TPG Capital, an investment firm, is seeking to purchase RCN and asked for approval under the terms of cable license and state law and regulations to transfer the license. Among several minority investors are Google and Dragonstone. The name of the company will remain RCN. Mr. Chenard stated that proper application was received to transfer the license. There were no public comments. Moved by Mr. Connolly and seconded by Ms. Salamoff, the Board voted 4-0-0 to close the Public Hearing. Mr. Connolly, seconded by Ms. Salamoff, moved to approve transfer of the license and the motion carried by a vote of 4-0-0.
6. **Public Hearing – Fiscal Year 2017 Property Tax Classification:** Present were Jan D'Angelo, Director of Assessing and Chair of the Board of Assessors, Eric Henderson, Assistant Assessor, and Molly Reed, a member of the Board of Assessors. Ms. D'Angelo requested a vote on the property tax rate classification, a residential exemption, and a small commercial exemption. Following her presentation and a question and answer period with much statistical review, and with no questions from the public, Mr. Connolly, seconded by Ms. Salamoff moved to close the Public Hearing. The motion passed by a vote of 4-0-0. Ms. Salamoff made a motion to adopt a residential factor of 1.00 resulting in a single tax rate. Mr. Connolly seconded the motion, which passed by a vote of 4-0-0. Mr. Jennett asked if the Board wished to consider a residential or small commercial exemption and, seeing no interest, no vote was taken.
7. **Tim Kelley, JFK Transportation, Inc. – Request for Taxicab Rooftop Signage:** Mr. Kelley described the signs he would like to have on the top of his cabs, stating that he has an arrangement with Mutual One. Mr. Mabardy noted Lt. Lauzon's request that the Board vote pending his inspection, when he will ensure that the signs are safe and that the blinking cab lights show. Mr. Mabardy moved, seconded by Mr. Connolly, to approve Mr. Kelly's request contingent upon Lt. Lauzon's recommendations. The Board approved the motion on a vote of 4-0-0. Mr. Jennett stated that advertising on JFK Transportation vehicles would now be included as part of Mr. Kelley's annual taxicab licensing, i.e., if Mutual One decides not to continue advertising with JFK, JFK may go with another advertiser and will not need to come before the Board for any additional approval.
8. **Nick Hall, Points North – Request to Occupy a Public Way:** Mr. Hall, the Manager of Points North Construction Management, has met with Officer Lauzon to discuss occupying the public street in front of 13 and 15 West Central Street on November 18<sup>th</sup> between 6:30 a.m. and 3:00 p.m. with a concrete pump and truck to pour the foundation for their new building. Discussion ensued about the logistics of the project and notice to businesses in the area. Noting that the job would involve 50 concrete trucks moving about the area, Mr. Jennett suggested consulting again with Lt. Lauzon about possibly queuing the trucks up in a specific location rather than having all of them driving throughout the town. Mr. Chenard suggested speaking to the Elks about using their location. Moved by Mr. Connolly and seconded by Mr. Mabardy, the Board voted 4-0-0 to allow Points North to occupy the public way as requested contingent upon compliance with Lt. Lauzon's recommendations and the conditions discussed in this evening's meeting.
9. **Sassamon Trace Golf Course Manager – Award of Contract for Irrigation Pond Liner at the Golf Course:** Kurt McDowell, the Sassamon Trace Manager, requested that the Board vote to award this contract to Atlantic Lining Co., Inc. in the amount of \$99,450 as recommended by the Town's Procurement Officer, Bryan LeBlanc. Ms. Salamoff moved, seconded by Mr. Mabardy, moved to award the contract as stated and the motion passed by a vote of 4-0-0.
10. **Sustainability Coordinator – Discussion Regarding Potential Aggregation:** Ms. White, noting that the past aggregation program had not been a success, urged the Board to consider Ms. Wilson Martin's proposal, with assurances that the result would be different this time. Ms. Wilson Martin explained that the current aggregation program would be ending in January of the coming year. The first option would be to terminate the aggregation program with all ConEdison customers being switched back to Eversource basic service, giving them a basic rate of 0.996 per kWh. The second option would be to procure a six-month aggregation program that would guarantee savings. The Eversource basic rate changes every six months and aggregation would occur only if a rate lower than that of Eversource could be procured. Current customers would be placed into the new aggregation program and people not currently participating would be able to opt in. The Board would be asked to authorize the Town Administrator to procure bids from electricity supply services and then to sign a contract with the chosen provider. If a contract is signed, it would end in six months and a similar request would be made of the Board at that time. The lowest rate for

ConEdison is currently 11 cents, so the Eversource rate is lower. There are indications that there are even lower prices available from other suppliers. Mr. Connolly felt he could not go this route again considering what happened last time. Ms. Salamoff moved to approve the proposal, authorizing the Town Administrator to solicit electricity supply bids and, if there is a rate lower than the Eversource basic rate, to execute a contract, noting that the Town would be remiss if it did not try to secure a lower rate for residents. Mr. Chenard stated that even if a supplier offered a rate a tenth of a percent lower, the Town would still be saving residents money. Mr. Jennett seconded Ms. Salamoff's motion, indicating that the period of time for a new contract would run from January 1, 2017 – June 1, 2017. The motion passed by a vote of 3-1-0, with Mr. Connolly casting the dissenting vote.

11. **Josh Ostroff, CRT Advisory Committee Chair – Cochituate Rail Trail/Possible Time Extension to Purchase and Sale Agreement:** Ms. White spoke on behalf of Mr. Ostroff, who could not be present this evening. The request is to authorize the Chair to exercise an extension for the closing date of the purchase to December 14, 2016. Mr. Connolly thought there had been a "drop dead" date for the closing of December 1<sup>st</sup> and Ms. White stated that CSX has agreed to an extension. Mr. Jennett asked Mr. Townsend, Deputy Town Administrator/Finance Director, to speak to the process of borrowing. Mr. Townsend stated the Board would need to meet on December 5<sup>th</sup> to prepare for the closing on December 14<sup>th</sup> and that the Town would be going with short-term BANs. Mr. Mabardy asked about the projected cost for the average taxpayer and Mr. Townsend stated he would be able to discuss that when things were more firmed up. Any gifts received will go towards paying for borrowing. Ms. White stated gift donations would be placed in a special account for the Rail Trail and would be used only to pay debt incurred by the purchase of the Rail Trail. Ms. Salamoff, seconded by Mr. Jennett, moved to extend the closing date from 12/1/16 to 12/14/16 and to allow the Chair to sign that agreement. The motion passed by a vote of 4-0-0.

## **DISCUSSION AND DECISION**

12. **2017 Liquor License Renewals:** Moved by Mr. Connolly and seconded by Ms. Salamoff, the Board voted 4-0-0 to approve license renewals for all businesses except for those owing taxes and/or fees subject to submission of all necessary paperwork.
13. **Public Records Request for BoS Executive Session Meeting Minutes for 2010-2015 by MuckRock.com:** Ms. White explained that this company has reached out to many communities with the same request. Natick's minutes have all been drafted but very few have been approved for release and the Town is working with Town Counsel to get more sets of minutes released. Ms. White stated that the Town Counsel will acknowledge the request and assured the Board that the Town is working to comply with it. Mr. Jennett stated that the Board is working to develop a process to expedite review and release of minutes with Town Counsel.
14. **1 Dorset Lane – Notice of Intent to Convert:** Ms. White stated that this 65-acre parcel of land, under Chapter 61 status, is designated as forestry. The owners are proposing to convert 40,000 square feet containing a house and conveying it to the current caretaker of the property, pointing out that the Town has the right of first refusal. Ms. White strongly urged the Board not to exercise that right and allow this less than one-acre parcel of land to be conveyed. Moved by Ms. Salamoff and seconded by Mr. Mabardy, the Board voted 4-0-0 in favor of not purchasing the property as open space.

## **TOWN ADMINISTRATOR NOTES**

None.

## **SELECTMEN'S CONCERNS**

Mr. Mabardy brought up the Banner Policy and the Brochu Bros. request to hang a banner advertising a fundraiser and asked that the request be included on the November 28<sup>th</sup> agenda, noting that proceeds from the event would go to the Flutie Foundation.

Ms. Salamoff noted that the Community-Senior Center has a welcoming statement and encouraged the Board to come up with a basic statement regarding mutual respect and diversity in the Natick community, offering to compile a statement for the Town of Natick.

**ADJOURNMENT**

On a motion by Mr. Connolly, seconded by Ms. Salamoff, the Board unanimously voted on a roll call vote to adjourn the Board of Selectmen's Meeting at 10:42 p.m.

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Richard P. Jennett, Jr., Clerk

November 14, 2016 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on February 26, 2018

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**All documents used at this Board of Selectmen meeting are available at:**

**<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=313&MinutesMeetingID=-1&doctype=Agenda>**

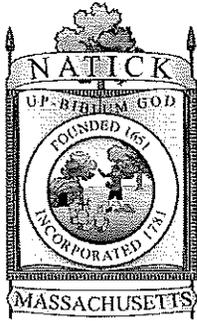
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**ITEM TITLE:** Eat Buttercup, LLC:  
**ITEM SUMMARY:** a. Application for Common Victualler's License  
b. Application for Entertainment License for Piped-In Music/Television

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Application	2/22/2018	Cover Memo
Entertainment License Application	2/22/2018	Cover Memo



Office Use Only:  
Date Pmt Rec'd: 1/30 Fee Paid: \$ 75 Check No: 5193  
Does application meet all applicable zoning by-laws? yes

## TOWN OF NATICK

### COMMON VICTUALER LICENSE APPLICATION

For Calendar Year 2018

Date Submitted 1/30/2018

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:

Eat Buttercup, LLC

Name of Establishment (d/b/a) \_\_\_\_\_

Address of Establishment 13 W Central St, Suite 2, Natick, MA 01760

Mailing address (if different from establishment) \_\_\_\_\_

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

Dora Tavel - Sanchez Luz

Email Address eatbuttercup@gmail.com Phone (917) 612-4680

Manager of Establishment Dora Tavel - Sanchez Luz

Email Address SAME Phone SAME

If Business is a Corporation, Corporate Name and Officers \_\_\_\_\_

If Business is an LLC, List of Members Dora Tavel - Sanchez Luz, Gabriel Sanchez Luz

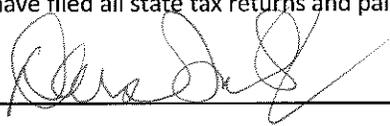
Establishment's Days and Hours of Operation Toe - Sat 4pm to 10pm  
Number of Staff 0 Number of Seats 100  
Has a Certificate of Occupancy been issued? No If not, expected date of issuance April  
Have Board of Health Permits been issued? No If not, expected date of issuance April

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

Applicant's Social Security Number or Employee I.D. Number \_\_\_\_\_  
Date of Birth 2/26/1974

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.

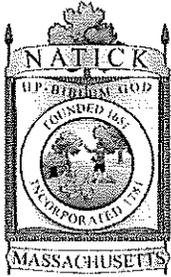
Signature of Applicant  Date 1/30/2018  
By Corporate Officer \_\_\_\_\_ Date \_\_\_\_\_  
(If applicable)

**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. \$75.00 Application fee (checks made payable to the Town of Natick)

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





For Calendar Year: 2018

**TOWN OF NATICK**

**APPLICATION FOR A WEEKDAY ENTERTAINMENT LICENSE**

The undersigned hereby applies for a Weekday Entertainment License in accordance with the provisions of the statutes relating thereto:

Name of Establishment: Eat Buttercup, LLC

Applicant (*must be an individual*): Dora Tavel-Sanchez Luz

If Business is a Corporation / Corporate Name and Officers: \_\_\_\_\_

Dora Tavel-Sanchez Luz, Gabriel Sanchez Luz

If Business is not a Corporation, Name of Owner: \_\_\_\_\_

Address of Establishment: 13 West Central St., Suite 2

Mailing Address: \_\_\_\_\_ Telephone Number: 917-612-4680

Email Address: eatbuttercup@gmail.com Fax Number: \_\_\_\_\_

Describe the type of entertainment at your Establishment: piped in music

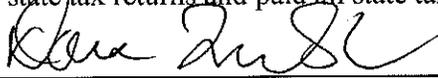
Proposed hours of Entertainment Tues-Sat, 4:00 pm-10:00 pm

Signature of Applicant:  Date: 2/22/2018

*A certificate of insurance showing evidence that the applicant has workers' compensation insurance must be included with this completed application.*

Pursuant to M.G.L. Ch. 62C, Sec. 49A:

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.



Signature of Applicant (Mandatory)

By Corporate Officer  
(If applicable)

46-0789541

02/22/2018

Either a Social Security Number  
Or Federal Identification Number  
Must Be Supplied

Date (required)

*This License will not be issued unless this certification clause is signed by the applicant.*

FOR OFFICE USE ONLY:

Fee Paid: \$ \_\_\_\_\_ Check # \_\_\_\_\_

Does Application meet all applicable zoning by-laws \_\_\_\_\_ (Signed by  
Community & Development)

Date of BoS Meeting \_\_\_\_\_

\_\_\_\_ Approved

\_\_\_\_ Approved with Conditions (attach statement of conditions)

\_\_\_\_ Denied (attach statement of reasons)

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**ITEM TITLE:** Public Hearing: Eat Buttercup, LLC - Application for an On-Premises All Alcohol License

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Public Hearing Notice	2/22/2018	Cover Memo
Application	2/22/2018	Cover Memo
Police Recommendation	2/22/2018	Cover Memo
TIPS Certification	2/22/2018	Cover Memo

TOWN OF NATICK

PUBLIC HEARING NOTICE

The Board of Selectmen will hold and conduct a public hearing on Monday, February 26, 2018 at 7:00 p.m., Edward H. Dlott Meeting Room of Natick Town Hall, 13 East Central Street, upon the application of Eat Buttercup, LLC. (Dora Tavel-Sanchez Luz, Manager) for an on-premises s12 restaurant all alcoholic beverages license. Eat Buttercup, LLC is located at 13 West Central Street, Unit 2&3 and the premises consist of 1 floor of approximately 3,338 square feet and outside patio/deck area of approximately 480 square feet with 2 entrances and 3 exits. Proposed seating capacity is 100.

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**

BOARD OF SELECTMEN  
MAY 29 2018

MAY 29 2018

Congratulations on your decision to begin the application process for a retail alcoholic beverages license, either for on-premises consumption under M.G.L. c. 138, § 12 (a restaurant, tavern, general-on-premises, club, hotel, war veterans' club, or continuing care retirement community), or for off-premises consumption under M.G.L. c. 138, § 15 (a package store). Below you will find a step-by-step explanation of the application process. **Please read this entire page before you apply for a license as it provides critical information on the license approval process.**

The ABCC urges you to reach out to the Local Licensing Authority ("LLA") in the city or town in which you are applying for a license **before applying for a retail license**. While state law requires you to submit certain documents, your LLA may have other documents and/or fees required of you before it will consider your application, and failure to contact them before you apply for a license may delay the consideration of your application.

The granting of a retail license involves a three-step process under M.G.L. c. 138, §§ 15A & 16B:

1. Step One is the granting of an application by the LLA;
2. Step Two is approval by the ABCC;
3. Step Three is the issuance of the retail license by the LLA.

Each step has certain legal requirements:

**Step One.** In Step One, when you submit your application with the LLA, the LLA is required by law to note the date and hour your application is filed with it. Then, they must publish an advertisement noticing a public hearing on your application, if their regulations require, within 10 days of your application being filed. Then, no sooner than 10 days after advertising the hearing, the hearing will be held. The LLA must act on an application within 30 days of it being filed.

If the LLA grants the license, the application shall be forwarded to the ABCC no later than 3 days following such approval.

**Step Two.** In Step Two, when the ABCC receives an application that has been approved by the LLA, an investigator will be assigned. The investigator will investigate the proposed licensed premises, if required, as well as the proposed applicant and the source(s) of financing for the transaction. Parties to an application must respond promptly to investigators' inquiries. **Failure to do so will result in a delay of the approval and may result in a denial of the application.**

When the ABCC receives an application for a transfer of license it is immediately forwarded to the Department of Revenue ("DOR") and the Division of Unemployment Assistance ("DUA"). Both agencies will research the issue of any outstanding tax obligations of both the buyer and the seller for all types of taxes, including sales, meals, withholding, corporate excise, room occupancy, personal income taxes, unemployment insurance, and employer fair share contributions. The ABCC will not approve a license transfer until DOR and DUA attest that the parties have no outstanding tax liabilities to the Commonwealth. The parties are responsible for resolving all tax questions.

**Step Three.** Once the LLA receives the ABCC's approval of an application, it must issue the license within 7 days.

**It is important to know that an applicant for an alcoholic beverages license may not operate a licensed premise until all three steps have taken place and the LLA has actually issued the license.**

If the application is for a transfer of the license, the license seller (the current licensee) is still legally liable and responsible for the operation of the premises until the third step of the approval process is completed. **An applicant who operates licensed premises before all three steps have taken place may create serious ramifications for both the buyer and the seller.** Operation without a license may be considered evidence of that applicant's unfitness for a license. It may also lead to revocation of an existing license. In certain circumstances, it opens both the buyer and the seller to possible criminal liability.



*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**

**The following documentation is required as a part of your retail license application.**

*ABCC investigators reserve the right to request additional documents as a part of their investigation.*

- Monetary Transmittal Form with \$200 fee  
You can PAY ONLINE or include a \$200 check made out to the ABCC
- Retail Application (this packet)
- Beneficial Interest - Individual Form  
For any individual with direct or indirect interest in the proposed licensee
- Beneficial Interest - Organization Form  
For any organization with direct or indirect interest in the proposed licensee
- CORI Authorization Form  
For the manager of record **AND** any individual with direct or indirect interest in the proposed licensee. This form must be notarized with a stamp\*
- Proof of Citizenship for proposed manager of record  
Passport, US Birth Certificate, Naturalization Papers, Voter Registration
- Vote of the Corporate Board  
A corporate vote to apply for a new / transfer of license and a corporate vote to appointing the manager of record, signed by an authorized signatory for the proposed licensed entity
- Business Structure Documents  
If Proposed Licensee is applying as:
  - A Corporation or LLC - **Articles of Organization** from the Secretary of the Commonwealth
  - A Partnership - **Partnership Agreement**
  - Sole Proprietor - **Business Certificate**
- Purchase and Sale Documentation  
Required if this application is for the transfer of an existing retail alcoholic beverages license
- Supporting Financial Documents  
Documentation supporting any loans or financing, including pledge documents, if applicable
- Floor Plan  
Detailed Floor Plan showing square footage, entrances and exits and rooms
- Lease  
Signed by proposed licensee and landlord. If lease is contingent upon receiving this license, a copy of the unsigned lease along with a letter of intent to lease, signed by licensee and landlord
- Additional Documents Required by the Local Licensing Authority

\* Excludes Officers and Directors of Non-Profit Clubs



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**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)

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 or the transfer of an existing license?  New  Transfer

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?  Yes  No

Chapter  Acts of

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

**3. LICENSE INFORMATION / QUOTA CHECK**

City/Town  On/Off-Premises

**TYPE**  **CATEGORY**  **CLASS**

**4. APPLICATION CONTACT**

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

First Name:  Middle:  Last Name:

Title:  Primary Phone:

Email:

**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
Dora Tavel-Sanchez Luz	LLC Member <input type="checkbox"/>	50	
Gabriel Sanchez Luz	LLC Member <input type="checkbox"/>	50	

**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
1	3338 <i>3818</i>	1

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:  FEIN:

DBA:  Fax Number:

Primary Phone:  Email:

Alternative Phone:  Legal Structure of Entity

**Business Address (Corporate Headquarters)**  Check here if your Business Address is the same as your Premises Address

Street Number:  Street Name:

City/Town:  State:

Zip Code:  Country:

**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
	<input type="text"/>		

**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

**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

Do you have direct, indirect, or financial interest in this license?  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

If yes, percentage of interest

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

Officer  Sole Proprietor  
 Stockholder  LLC Manager  
 LLC Member  Director  
 Partner  Landlord  
 Contractual  Revenue Sharing  
 Management Agreement  Other

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:

Eat Farmhouse, LLC - 970 Great Plain Ave., Needham, MA 02492 - all alcohol

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
8/1/2012 - present	Owner	Eat Farmhouse, LLC	970 Great Plain Ave, Needham, MA	7814496200
2010-2012	Assist. Gen. Mgr.	Tomasso Trattoria	154 Turnpike Rd, Southborough, MA	(508) 481-8484
2008-2010	Server	AKA Bistro	145 Lincoln Rd, Lincoln, MA	(781) 259-9920
2004-2008	Server	Alta Strada	92 Central St, Wellesley, MA	(781) 237-6100

**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

**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	
B. Purchase Price for any Business Assets	40000
C. Costs of Renovations/Construction	300000
D. Purchase Price of Inventory	2000
E. Initial Start-Up Costs	10000
F. Other (Please specify)	
G. Total Cost (Add lines A-F)	452000

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
Dora Tavel-Sanchez Luz	300000
Kickstarter	50000
Gabriel	30000
<b>Total:</b>	<b>380000</b>

**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
Needham Bank	350000	No	
<b>Total:</b>	<b>350000</b>		

**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.

A large, empty rectangular box with a thin black border, occupying the majority of the page below the instructions. It is intended for the applicant to provide additional information or clarify answers.

# APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

## **BENEFICIAL INTEREST - Organization**

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

**Example:**  
ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name:	Eat Farmhouse, LLC	FEIN:	46-0789541
Primary Phone:	781-449-6200	Fax Number:	
Alternative Phone:	917-612-4680	Email:	eatfarmhouse@gmail.com

## **Business Address**

Street Number:	970	Street Name:	Great Plain Ave.
City/Town:	Needham	State:	MA
Zip Code:	02492	Country:	United States

## **Mailing Address**

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

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

## **Publicly Traded**

Is this organization publicly traded?  Yes  No

## **Ownership / Interest**

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee?  Direct  Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

100

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

**Ownership / Interest**

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

**Other Beneficial Interest**

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Eat Farmhouse, LLC	\$12 On Premises <input type="checkbox"/>		970 Great Plain Ave., Needham, MA 02492
	<input type="checkbox"/>		

**Prior Disciplinary Action**

Has this entity 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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

**BENEFICIAL INTEREST CONTACT - Individual** (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation  First Name  Middle Name  Last Name  Suffix

Title:  Social Security Number  Date of Birth

Primary Phone:  Email:

Mobile Phone:  Fax Number

Alternative Phone:

**Business Address**

Street Number:  Street Name:

City/Town:  State:

Zip Code:  Country:

**Mailing Address**

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

Street Number:  Street Name:

City/Town:  State:

Zip Code:  Country:

**Types of Interest (select all that apply)**

- Contractual
- Director
- Landlord
- LLC Manager
- LLC Member
- Management Agreement
- Officer
- Partner
- Revenue Sharing
- Sole Proprietor
- Stockholder
- Other

**Citizenship / Residency Information**

Are you a U.S. Citizen?  Yes  No      Are you a Massachusetts Resident?  Yes  No

**Criminal History**

Have you ever been convicted of a state, federal, or military crime?  Yes  No      If yes, please provide an affidavit explaining the charges.

**ALCOHOLIC BEVERAGES CONTROL COMMISSION**

**BENEFICIAL INTEREST CONTACT - Individual (continued)**

**Ownership / Interest**

Using the definition above, do you hold a direct  Direct  Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

50

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

**Ownership / Interest**

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

**Other Beneficial Interest**

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Eat Farmhouse, LLC	\$12 On Premises <input type="checkbox"/>		970 Great Plain Ave., Needham, MA 02492
	<input type="checkbox"/>		

**Familial Beneficial Interest**

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
Wife		Co-Owner	50

**Prior Disciplinary Action**

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

# ALCOHOLIC BEVERAGES CONTROL COMMISSION

## **BENEFICIAL INTEREST CONTACT - Individual** (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation	<input type="text"/>	First Name	Dora	Middle Name	<input type="text"/>	Last Name	Tavel-Sanchez Luz	Suffix	<input type="text"/>
Title:	Owner	Social Security Number	<input type="text"/>	Date of Birth	02/26/1974				
Primary Phone:	917-612-4680		Email:	eatbuttercup@gmail.com					
Mobile Phone:	917-612-4680		Fax Number	<input type="text"/>					
Alternative Phone:	<input type="text"/>								

<b>Business Address</b>					
Street Number:	13	Street Name:	W Central St., Ste 2		
City/Town:	Natick	State:	MA		
Zip Code:	01760	Country:	United States		

<b>Mailing Address</b>		<input checked="" type="checkbox"/> Check here if your Mailing Address is the same as your Business Address			
Street Number:	<input type="text"/>	Street Name:	<input type="text"/>		
City/Town:	<input type="text"/>	State:	<input type="text"/>		
Zip Code:	<input type="text"/>	Country:	<input type="text"/>		

<b>Types of Interest (select all that apply)</b>				
<input type="checkbox"/> Contractual	<input type="checkbox"/> Director	<input type="checkbox"/> Landlord	<input type="checkbox"/> LLC Manager	
<input checked="" type="checkbox"/> LLC Member	<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Officer		
<input type="checkbox"/> Partner	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Stockholder	<input type="checkbox"/> Other

<b>Citizenship / Residency Information</b>			
Are you a U.S. Citizen?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Are you a Massachusetts Resident?	<input checked="" type="radio"/> Yes <input type="radio"/> No

<b>Criminal History</b>		
Have you ever been convicted of a state, federal, or military crime?	<input type="radio"/> Yes <input checked="" type="radio"/> No	If yes, please provide an affidavit explaining the charges.

**ALCOHOLIC BEVERAGES CONTROL COMMISSION**

**BENEFICIAL INTEREST CONTACT - Individual (continued)**

**Ownership / Interest**

Using the definition above, do you hold a direct  Direct  Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

50

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

**Ownership / Interest**

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

**Other Beneficial Interest**

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Eat Farmhouse, LLC	§12 On Premises <input type="checkbox"/>		970 Great Plain Ave., Needham, MA 02492
	<input type="checkbox"/>		

**Familial Beneficial Interest**

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
Husband		Co-Owner	50

**Prior Disciplinary Action**

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

**APPLICANT'S STATEMENT**

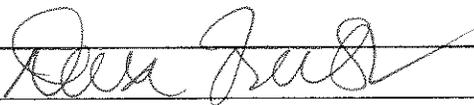
I, Dora Tavel-Sanchez Luz the:  sole proprietor;  partner;  corporate principal;  LLC/LLP member  
Authorized Signatory

of Eat Buttercup, LLC, hereby submit this application for full liquor 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: 

Date: 1/26/2018

Title: Owner



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

DEBORAH B. GOLDBERG  
TREASURER AND RECEIVER GENERAL

**CORI REQUEST FORM**

JEAN M. LORIZIO, ESQ.  
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). 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:  (IF EXISTING LICENSEE) LICENSEE NAME:  CITY/TOWN:

**APPLICANT INFORMATION**

LAST NAME:  FIRST NAME:  MIDDLE NAME:

MAIDEN NAME OR ALIAS (IF APPLICABLE):  PLACE OF BIRTH:

DATE OF BIRTH:  SSN:  ID THEFT INDEX PIN (IF APPLICABLE):

MOTHER'S MAIDEN NAME:  DRIVER'S LICENSE #:  STATE LIC. ISSUED:

GENDER:  HEIGHT:   WEIGHT:  EYE COLOR:

CURRENT ADDRESS:  CITY/TOWN:  STATE:  ZIP:

FORMER ADDRESS:  CITY/TOWN:  STATE:  ZIP:

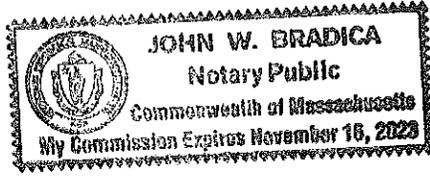
**PRINT AND SIGN**

PRINTED NAME:  APPLICANT/EMPLOYEE SIGNATURE:

**NOTARY INFORMATION**

On this  before me, the undersigned notary public, personally appeared  (name of document signer), proved to me through satisfactory evidence of identification, which were  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.

NOTARY



**DIVISION USE ONLY**

REQUESTED BY:  SIGNATURE OF CORI-AUTHORIZED EMPLOYEE:

The DCII Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCII. 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 DCII via mail or by fax to (617) 660-4614.



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

DEBORAH B. GOLDBERG  
TREASURER AND RECEIVER GENERAL

**CORI REQUEST FORM**

JEAN M. LORIZIO, ESQ.  
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). 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:  LICENSEE NAME:  CITY/TOWN:   
(IF EXISTING LICENSEE)

**APPLICANT INFORMATION**

LAST NAME:  FIRST NAME:  MIDDLE NAME:   
MAIDEN NAME OR ALIAS (IF APPLICABLE):  PLACE OF BIRTH:   
DATE OF BIRTH:  SSN:  ID THEFT INDEX PIN (IF APPLICABLE):   
MOTHER'S MAIDEN NAME:  DRIVER'S LICENSE #:  STATE LIC. ISSUED:   
GENDER:  HEIGHT:   WEIGHT:  EYE COLOR:   
CURRENT ADDRESS:   
CITY/TOWN:  STATE:  ZIP:   
FORMER ADDRESS:   
CITY/TOWN:  STATE:  ZIP:

**PRINT AND SIGN**

PRINTED NAME:  APPLICANT/EMPLOYEE SIGNATURE:

**NOTARY INFORMATION**

On this  before me, the undersigned notary public, personally appeared   
(name of document signer), proved to me through satisfactory evidence of identification, which were   
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.  
  
NOTARY



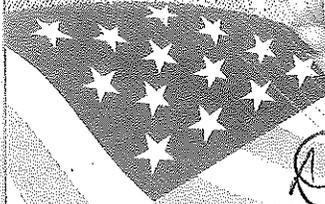
**DIVISION USE ONLY**

REQUESTED BY:   
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

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# We the People

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.



*Dora Luz*

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT  
PASSEPORT  
PASAPORTE

## UNITED STATES OF AMERICA



Type / Type / Tipo Code / Code / Código Passport

P USA

Surname / Nom / Apellido

TAVEL-SANCHEZ LUZ

Given Names / Prénoms / Nombres

DORA MARGARET

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

26 Feb 1974

Place of birth / Lieu de naissance / Lugar de nacimiento

MASSACHUSETTS, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

05 Aug 2015

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

04 Aug 2025

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

Sex / Sexe / Sexo

F

Authority / Autorité / Autoridad

United States

Department of State



P<USATAVEL<SANCHEZ<LUZ<<DORA<MARGARET<<<<<<<<



**Dora / Gabriel  
ButterCup**

13 West Central Street  
Natick, MA

**ADA Associates, Inc.**  
Consulting Engineers  
271 Main Street, Suite 308  
Saratoga, MA, 02160-0024  
781-279-2300 (fax) 781-279-3556  
E-mail: ADAENGINE@ADL.COM

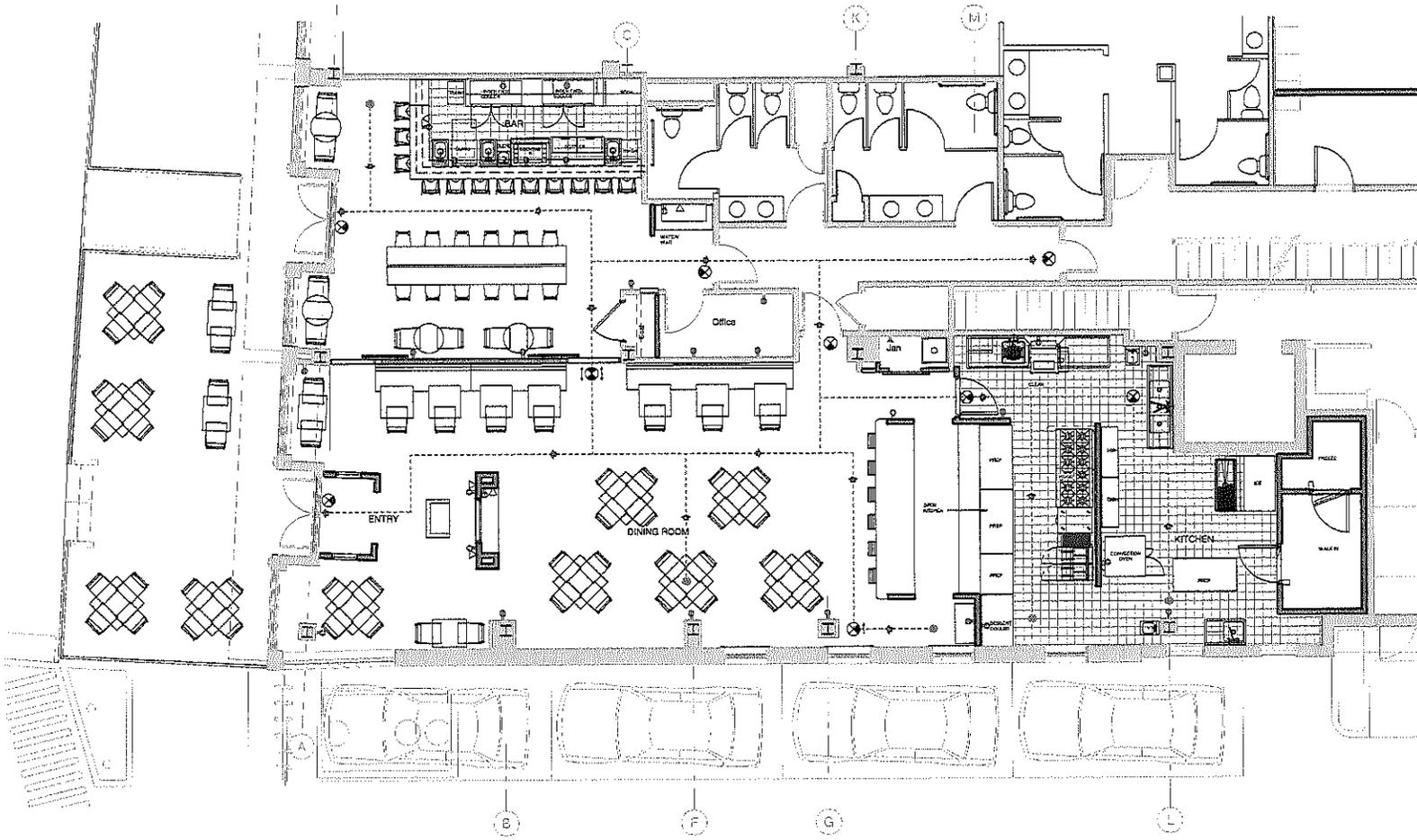


KITCHEN CONSULTANT  
/ SUPPLIER



**FURNITURE /  
EGRESS LAYOUT  
PLAN**

Project Number: \_\_\_\_\_  
Drawing No: **A-4**  
Scale: 1/4" = 1'-0"  
Drawn By: \_\_\_\_\_  
Checked By: \_\_\_\_\_



80' X .25" = 25.58'  
EGRESS SEPARATION 33.0' (41.5')

SEATING:	
DINING	48
BAR	32
OUTDOOR	20
<b>TOTAL</b>	<b>100</b>

- GENERAL NOTES:**
- THE BUILDING IS EQUIPPED WITH A FULLY AUTOMATED FIRE SUPPRESSION SYSTEM.
  - THE BUILDING EQUIPPED WITH A FULLY AUTOMATED FIRE ALARM SYSTEM.
  - REFER TO ELECTRICAL AND FIRE ALARM DRAWINGS FOR FINAL LOCATION AND TYPE OF EXIT SIGNS AND DEVICES.
  - MAXIMUM EXIT ACCESS TRAVEL DISTANCE EQUALS XX FEET, LESS THAN 300 FEET MAXIMUM ALLOWED.

**COMMERCIAL LEASE  
DATED AS OF DECEMBER \_\_, 2017  
BETWEEN  
STONEGATE WEST CENTRAL LLC  
AND  
EAT FARMHOUSE LLC**

This Commercial Lease (the "Lease") is dated as of December \_\_, 2017 by and between **EAT FARMHOUSE LLC**, a Massachusetts limited liability company, with an address of 970 Great Plain Avenue, Needham, MA 02492 ("**Tenant**") and **STONEGATE WEST CENTRAL LLC**, a Massachusetts limited liability company, with an address of c/o Stonegate Group Management LLC, 83 Speen Street, Natick, MA 01760 ("**Landlord**").

**SUMMARY OF BASIC TERMS**

The following is a summary of certain basic terms of this Lease which is intended for the convenience and reference of the parties. In addition, some of the following items may be incorporated into the Lease by reference to the "Summary of Basic Terms".

- LANDLORD:** Stonegate West Central LLC
- TENANT:** Eat Farmhouse LLC
- PREMISES:** Retail Units 2, 3 and a storage room measuring approximately 84 square feet off the retail egress corridor located at 13 West Central Street, Natick, Massachusetts. The Premises contains approximately 3,338 rentable square feet, more or less. Tenant shall also have use of an additional approximately 480 square feet of outdoor patio space, subject to the terms herein.
- TERM:** Ten (10) years, plus such additional number of days as there are remaining in the month of the Rent Commencement Date, if said Rent Commencement Date is other than the first day of the month (said period sometimes being referred to as the "**Original Term**")
- EXTENSION OPTIONS:** One (1) five (5) year option
- COMMENCEMENT DATE:** As defined in Section 3
- RENT COMMENCEMENT DATE:** As defined in Section 3
- TERMINATION DATE:** The day preceding the Tenth (10<sup>th</sup>) anniversary of the Rent Commencement Date unless said Rent Commencement Date is on a day other than the first day of the month, in which event it shall be the tenth anniversary of the day preceding the first day of the first full month following the Rent Commencement Date, subject to earlier termination as expressly provided hereby.

**BASE RENT:**

During the Original Term, Base Rent shall be as follows:

Lease Year	Base Rent		
	Month	Annual	/SF
1	\$6,925.00	\$83,100.00	\$24.90
2	\$7,200.00	\$86,400.00	\$25.88
3	\$7,490.00	\$89,880.00	\$26.93
4	\$7,795.00	\$93,540.00	\$28.02
5	\$8,105.00	\$97,260.00	\$29.14
6	\$8,435.00	\$101,220.00	\$30.32
7	\$8,770.00	\$105,240.00	\$31.53
8	\$9,130.00	\$109,560.00	\$32.82
9	\$9,490.00	\$113,880.00	\$34.12
10	\$9,900.00	\$118,800.00	\$35.59

**ADDITIONAL RENT:**

See Section 5(b)

**TENANT'S PROPORTIONATE SHARE:**

100% of the undivided percentage interest (the "Percentage Interest") in the Premises and common areas assigned to the Premises.

**SECURITY DEPOSIT:**

See Section 6

**TENANT'S PARKING SPACES:**

Use of one (1) tandem parking space, which provides parking for two (2) standard automobiles, located in the rear of the parking lot of the Building as assigned by Landlord. Use shall be subject to terms and conditions of a separate Parking Lease Agreement.

**GUARANTORS:**

Dora Tavel-Sanchez Luz and Gabriel Sanchez Luz

1. **PARTIES.** In consideration of the covenants contained herein, **STONEGATE WEST CENTRAL LLC**, a Massachusetts limited liability company with an address of c/o Stonegate Group Management LLC, 83 Speen Street, Natick, MA 01760 hereinafter called "**Landlord**", which expression shall include its successors and assigns where the context so admits, does hereby lease to **EAT FARMHOUSE LLC**, with an address of 970 Great Plain Avenue, Needham, MA 02492, until the Rent Commencement Date, and thereafter at the Premises, hereinafter called "**Tenant**", which expression shall include its successors and assigns where the context so admits, which hereby leases from the Landlord, the Premises described below.

2. **PREMISES.** The Premises shall be deemed to mean Retail Units 2, 3 and a storage room measuring approximately 84 square feet off the retail egress corridor (sometimes referred to as Retail 2, 3 and storage or the "**Unit**"), shown on **Exhibit A** hereto and annexed and made a part hereof, containing approximately 3,338 rentable square feet of floor area in the building (the "**Building**") located at 13 West Central Street, Natick, Massachusetts 01760. The Building, together with the "**Land**" it is constructed on, shall sometimes be referred to as the "**Property**". The Tenant acknowledges that, for measurement purposes, the Premises shall be deemed to include common areas used for access to common bathrooms, common trash room, and common hallways for use as an emergency means of egress by Tenant and all other tenants and occupants of the Building. Subject to the written approval of the Landlord and all necessary municipal approvals, the Tenant may maintain approximately 480 square feet of outdoor seating as permitted by the Landlord and municipal approvals without any adjustment to the Rent.

Excepting and reserving to the Landlord the roof and exterior walls of the Premises and Building; and further reserving to the Landlord the right to place in the Premises (in such manner as to reduce to a minimum the interference with the Tenant's use or enjoyment of the Premises) utility lines, pipes, and the like, to serve premises other than the Premises, and to replace and maintain and repair such utility lines, pipes and the like in, over and upon the Premises as may have been installed in the Building.

The Tenant hereby acknowledges that neither Landlord, nor Landlord's agents, has made any representation or promises with respect to the Premises, or the uses which are permitted by applicable laws and ordinances, except as expressly set forth in this Lease.

3. **TERM.** The original term (the "**Original Term**") of this Lease shall commence on the Commencement Date and end on that date which is the day preceding the tenth (10<sup>th</sup>) anniversary of the "Rent Commencement Date", as hereinafter defined, or, if the Rent Commencement Date is not on the first day of a month, then ending on that date which is the day preceding the tenth (10<sup>th</sup>) anniversary of the first day of the month immediately following the Rent Commencement Date, unless sooner terminated or otherwise extended, as hereafter provided. The Original Term is subject to extension pursuant to the Extension Options set forth in Section 34.

For purposes of this Lease, the "**Commencement Date**" shall be deemed to be the day following the full execution of this Lease by Landlord and Tenant. The "**Rent Commencement Date**" shall be the earlier of (i) the date the Tenant obtains a certificate of occupancy for the Premises or (ii) one hundred twenty (120) days from the Commencement Date. The Parties agree to execute supplemental instruments stating when the Commencement Date and Rent Commencement Date have been determined.

#### 4. **CONSTRUCTION/ DELIVERY OF PREMISES.**

(a) **Landlord's Construction Obligations.** Subject to and in accordance with the provisions of this Section 4, Landlord will at Landlord's sole cost and expense, design and construct and install the work described in **Exhibit B** in the Building (the "**Landlord's Work**").

(b) **Delivery**

(i) **Early Possession.** Prior to Landlord's Work being Substantially Completed, Landlord shall, at Tenant's request, allow Tenant upon written notice from Landlord, at Tenant's risk, subject to all of the terms and conditions of this Lease, except the obligation to pay Base Rent, which obligations shall commence on the Rent Commencement Date, to enter into the Premises and commence fixturing, provided Landlord determines in its sole judgment, that such fixturing will not interfere with or interrupt the efficient and timely performance of the remaining Landlord's Work and Tenant has provided to Landlord with evidence of Tenant's insurance as required in Sections 12 and 16.

(ii) **Tender of Possession.** Landlord shall tender possession to Tenant of the Premises (sometimes referred to as the "**Delivery Date**"), even if there may be portions of the Landlord's Work that are not completed so long as such incomplete work or the completion thereof does not affect Tenant's ability to commence or complete fixturing the Premises or materially and adversely interfere with Tenant use and occupancy of the Premises within the one hundred twenty (120) days forecasted for completion of the Initial Tenant Improvements.

(c) For purposes of this Agreement, with respect to Landlord's Work, "**Substantially Completed**" or "**Substantially Complete**" or "**Substantial Completion**", means that all of the Landlord's Work has been substantially completed.

(d) Intentionally Deleted.

(e) Intentionally Deleted.

Landlord shall use reasonable efforts to Substantially Complete Landlord's Work on a date as agreed to by Landlord and Tenant (the "**Scheduled Completion Date**"), subject to delays due to governmental regulation, construction delays, unusual scarcity of, or inability to, obtain labor or materials, labor difficulties, acts of God, casualty or other causes beyond Landlord's reasonable control (collectively, "**Force Majeure**"), any of which shall extend the Scheduled Completion Date (and Completion Date and Rent Commencement Date) for a period equal to the total of the duration of each such delay.

Tenant agrees that Tenant shall be required to give notice to Landlord of any defects in Landlord's Work, including latent defects, within thirty (30) of the Delivery Date. Landlord shall have no obligation to correct any defects for which notice is not given within the requisite period.

Occupying all or any portion of the Premises by Tenant for the conduct of business (i.e. food service to the general public) shall be conclusive that the Premises are in satisfactory condition and acceptable to Tenant subject to deficiencies listed in writing by Tenant to Landlord within thirty (30) days after Tenant's occupancy (or such later date as the systems can be tested or as a particular item of the Landlord's Work is installed) and to latent defects.

**5. RENT**

(a) **Base Rent.** The Tenant shall pay to the Landlord the Base Rent and all Additional Rent and other charges (collectively with the Base Rent the "**Rent**"), without prior notice or demand and without set-off or deduction of any kind whatsoever except as expressly set forth in this Lease. The Base Rent shall be payable by Tenant to Landlord on the first day of each calendar month in advance during the Term, commencing on the Rent Commencement Date, with any portion of a calendar month included at the beginning or end of the Term payable at the rate of one thirtieth (1/30) of such monthly installment

per diem. Base Rent shall be paid as follows, with the first month's Rent paid on the Rent Commencement Date (pro-rated if on a day other than the first day of a month):

Lease Year	Base Rent		
	Month	Annual	/SF
1	\$6,925.00	\$83,100.00	\$24.90
2	\$7,200.00	\$86,400.00	\$25.88
3	\$7,490.00	\$89,880.00	\$26.93
4	\$7,795.00	\$93,540.00	\$28.02
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8	\$9,130.00	\$109,560.00	\$32.82
9	\$9,490.00	\$113,880.00	\$34.12
10	\$9,900.00	\$118,800.00	\$35.59

For purposes of the aforesaid Base Rent, and the minimum Base Rent during the Extended Term, if exercised, Year 1 shall commence on the Rent Commencement Date and run through the day preceding the first anniversary of the Rent Commencement Date, or, if the Rent Commencement Date is not on the first day of a month, then ending on that date which is the day preceding the first anniversary of the first day of the month immediately following the Rent Commencement Date, and the subsequent Years shall run consecutively thereafter.

(b) **Additional Rent.** Commencing on the Rent Commencement Date and monthly thereafter, on the first day of each succeeding month, with each installment of Base Rent, the Tenant shall pay, as "Additional Rent", the Operating Costs of the Premises for each Lease Year, or portion thereof, during the Term hereof. The Tenant shall pay to the Landlord monthly installments on account of the projected Operating Costs for the Lease Year attributable to the Premises, calculated by the Landlord on the basis of its best estimate, pro-rated for any partial month. Within four (4) months of the end of each Lease Year, the Landlord shall provide the Tenant with a statement for the actual Operating Costs for such Lease Year (the "**Year End Reconciliation Statement**"), but failure to provide such Year End Reconciliation Statement within four (4) months of a year-end shall not bar the Landlord from collecting any underpayment, or being obligated to pay or credit Tenant for any overpayments, when the Year End Reconciliation Statement is completed and submitted to Tenant. If the total of such monthly installments in any Lease Year is greater than the actual Operating Costs for such Lease Year, the Tenant shall be entitled to a credit against the Tenant's Base Rent obligations hereunder in the amount of such difference during the next succeeding month of the Term of this Lease, with any balance promptly refunded to Tenant. If the total of such monthly installments is less than the actual Operating Costs for such Lease Year, the Tenant shall pay to the Landlord the amount of such difference within thirty (30) days of receipt of billing therefor. Landlord shall provide Tenant with such back-up documents as it shall reasonably request, but Tenant shall not delay payment on account of any request for such documentation or the receipt thereof.

(c) **Lease Year.** For the purpose of this Lease, "**Lease Year**" shall mean any fiscal year from January 1 to December 31, except that the first Lease Year during the term of this Lease shall commence on the Rent Commencement Date and the succeeding December 31 and the last Lease Year during the term of this Lease shall end on the date this Lease terminates (each of such first and last Lease Years are referred to in the immediately preceding Section (b) as a "**Partial Lease Year**").

(d) **Operating Costs.** For purposes of this Lease, the term "**Operating Costs**" shall include:

(i) all costs and expenses for electricity, gas, water and sewer and all other utilities required in the operation and maintenance of the Premises which are separately metered or sub-metered and which are not separately billed to the Tenant;

(ii) all insurance premiums (including, without limitation, excess or "umbrella" coverage) and for public liability insurance, with extended coverage, including loss of rents coverage, and with such other endorsements as the Landlord deems reasonably necessary;

(iii) real estate taxes and all other general and special taxes, including assessments for local improvements and other governmental levies, betterments and other charges which may be lawfully charged, assessed or imposed upon the Premises which are paid or payable for a tax year wholly or partially within the term of this Lease, equitably adjusted in the event the term of this Lease does not coincide with the tax year (collectively the "**Taxes**"), provided, Landlord shall elect to pay any assessments or betterments over the longest period of time permitted by law or governing authority. If some method or type of taxation or assessment shall replace in whole or in part, the current method of assessment of Taxes, or the type thereof, Tenant agrees that Tenant shall pay Tenant's Proportionate Share of the same. Taxes shall be deemed to exclude (i) all items included within common area charges, (ii) any interest or penalties for late payment unless the Tenant is late making the Rent payments, and (iii) transfer tax, unincorporated business, franchise, excise, corporate estate, inheritance, succession, capital levy, or income, profit or revenue tax on the income or receipts of Landlord. Taxes should be deemed paid in the maximum number of installments allowed by the relevant taxing authority; and

(iv) any and all other costs and expenses expended or incurred by Landlord in managing, operating and maintaining the Premises and Building, including, without limitation, management and administrative fees, waste removal, snow removal, landscaping expense, the costs of maintaining and repairing all Building systems serving exclusively the Premises, and all condominium fees assessed to the Premises, if Landlord elects to convert the Property to a condominium pursuant to Lease Section 49, including any and all special assessments.

If a condominium is not created, then the Tenant shall be responsible for Tenant's non-condo proportionate share of all Operating Costs described on **Exhibit C** annexed hereto and incorporated herein.

Landlord's obligation to refund to Tenant overpayments of Operating Costs and Tenant's obligation to pay to the Landlord any actual Operating Costs in excess of the estimates shall survive the expiration or earlier termination of the Lease.

Operating Costs shall be computed on an accrual basis and shall be determined in accordance with generally accepted accounting principles consistently applied. They may be incurred directly or by way of reimbursement, and shall include taxes applicable thereto.

(e) **Net Lease.** Except as herein otherwise expressly provided, the Landlord shall receive the Base Rent, and Additional Rent and all other payments hereunder to be made by the Tenant free from any charges, assessments, impositions, expenses, or deductions of any and every kind or nature whatsoever, except as otherwise herein expressly provided to the contrary.

(f) **Other.** If a tax (other than a Federal or State income tax) is assessed in lieu of Taxes and measured by rents or other charges payable by Tenant to Landlord under this Lease, Tenant agrees,

from and after the Rent Commencement Date, to pay as Rent, Tenant's Proportionate Share of the same within ten (10) days after billing therefor unless applicable law prohibits the payment of such tax by Tenant. Landlord shall have the same rights and remedies for non-payment by Tenant of any such amounts due under this paragraph as Landlord has hereunder for the failure of Tenant to pay the Base Rent or Additional Rent.

#### **6. SECURITY DEPOSIT/FINANCIALS/PERFORMANCE GUARANTY.**

The Tenant agrees that a cash security deposit in amount equal to Nineteen Thousand Eight Hundred and 00/100 Dollars (\$19,800.00), the "Security Deposit". Notwithstanding the foregoing, upon the occurrence of an Event of Default, unless waived by the Landlord, there shall be no further reduction in the amount of the Security Deposit and the amount of the Security Deposit shall at all times thereafter remain equal to the amount of the required Security Deposit immediately prior to the Event of Default.

The Security Deposit shall be delivered to the Landlord upon execution of this Lease and failure to timely deliver the Security Deposit shall constitute an Event of Default hereunder. The Security Deposit, subject to the terms below, shall be held by the Landlord throughout the term of this Lease, as security for the performance by the Tenant of all obligations on the part of the Tenant to be kept and performed, subject to the provisions set forth below.

The Landlord shall have the right from time to time, after an Event of Default, without prejudice to any other remedy the Landlord may have on account thereof, to draw on the Security Deposit, in whole or in part, and apply the proceeds thereof, or any part thereof, to the Landlord's damages arising from any Event of Default (as defined in Section 19). Upon such application the amount so applied shall be paid by Tenant to Landlord upon demand in order that the Security Deposit shall at all times be equal to the amount described in this Section 6 prior to any application.

At the expiration of the Term, provided there exists no Event of Default and no default which with the giving of notice or the passage of time, or both, would constitute an Event of Default which subsequently in fact turns into an Event of Default, the Landlord shall return the balance of the Security Deposit, or so much thereof as shall not have theretofore been applied in accordance with the terms of this Section 6, to the Tenant on the expiration or earlier termination of the Term and surrender of possession of the Premises by the Tenant to the Landlord at such time. The Landlord shall, unless otherwise required by law, have no obligation to pay interest on the Security Deposit and shall have the right to commingle the same with the Landlord's other funds. If the Landlord conveys the Landlord's interest under this Lease, the Security Deposit, or any part thereof not previously applied in accordance with the terms of this Lease, shall be turned over by the Landlord to the Landlord's grantee, and, thereupon, the Tenant agrees to look solely to such grantee for proper application of the Security Deposit in accordance with the terms of this Section 6 and the return thereof in accordance herewith. The holder of a mortgage of the Property which includes the Premises shall not be responsible to the Tenant for the return or application of any such Security Deposit, whether or not it succeeds to the position of the Landlord hereunder, except to the extent of any Security Deposit which has been received in hand by such holder.

No right or remedy available to Landlord as provided in this Section 6 shall preclude or extinguish any other right to which Landlord may be entitled. Landlord may apply such sums to reduce Landlord's damages and such application of funds shall not in any way limit or impair Landlord's right to seek or enforce any and all other remedies available to Landlord to the extent allowed hereunder, at law or in equity.

Landlord shall have the right to pledge or assign its interest in the Security Deposit to any lender holding a security interest in the Premises, and Tenant shall execute any and all commercially reasonable

documents deemed necessary or appropriate by the lender in order to evidence such assignment. In the event of a sale or transfer of Landlord's estate or interest in Premises, Landlord shall have the right to transfer the Security Deposit, to the extent not applied as set forth above, to the vendee or transferee as the new landlord under this Lease (subject to the terms and conditions of this Lease), and to the extent the Security Deposit, to the extent not applied as set forth above, is so transferred, Landlord, after written notice to Tenant of such transfer, shall be considered released by Tenant from all liability for the return of the Security Deposit, to the extent not applied as set forth above. No mortgagee or other purchaser of any or all of the Property at any foreclosure proceeding brought under the provisions of any mortgage shall (regardless of whether the Lease is at the time in question subordinated to the lien of any mortgage) be liable to Tenant or any other person for any or all of such sums or the return of the Security Deposit or other payment made by Tenant under the provisions of this Lease), unless Landlord has actually delivered the Security Deposit to such mortgagee or purchaser.

Upon Landlord's request, if the Tenant is not a public company and if the same is requested by the Landlord's mortgagee or any prospective mortgagee or buyer of the Premises, or property of which the Premises are a part, which request may be made no more often than one time during any calendar year, Tenant shall furnish to Landlord, at Tenant's sole cost and expense, (i) the most recent annual financial statement of Tenant and (ii) year to date (or year to quarter end) financials of the Tenant, all certified as being true, accurate and correct in all material respects by an officer or Manager of the Tenant, and, if audited financials are prepared by the Tenant's accountants, copies of said audited financials together with any management report.

Simultaneously with the execution of this Lease, Dora Tavel-Sanchez Luz and Gabriel Sanchez Luz (the "**Guarantors**") shall execute a Guaranty of Lease Agreement, annexed hereto as **Exhibit D**.

**7. UTILITIES.** The Tenant shall pay for all electricity, gas, water and sewer and other utilities serving the Premises, whether or not separately metered, commencing on the Commencement Date. Landlord shall in no event be liable for failure to perform any of its obligations, including the foregoing, when prevented from doing so due to any accident, to the making of repairs, alterations or improvements, to trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for the Property, or to any other cause beyond the Landlord's control. Tenant shall be responsible for all costs and expenses of tying in to Building systems and installing separate meters for any and all utilities provided to the Premises which are not already installed and are required by the Tenant.

**8. USE OF THE PREMISES.** The Tenant shall use the Premises for operation of a first-class, high-quality sit-down restaurant principally and primarily for the preparation and sale of gourmet style cuisine and, as incidental thereto, for the preparation and sale of so-called side dishes, alcoholic and non-alcoholic beverages (collectively, the "**Permitted Use**") and for no other purpose or purposes. In no event shall the Permitted Use include any nightclub, discotheque or similar use, or the playing of live or loud music (though background music appropriate to a high end restaurant shall be allowed).

Tenant acknowledges that the Landlord makes no representation or warranty regarding the permitted or lawful uses of the Premises and that Tenant has performed its own investigation and shall be responsible for securing its own licenses and permits, to the extent required, including, without limitation, building permits.

Tenant will not place on the exterior of exterior walls (including both interior and exterior surfaces of windows and doors) or on any part of the Property, including outside the Premises, any signs, symbols, advertisement or the like visible to public view outside of the Premises without the prior consent of (i) the Landlord, which shall not be unreasonably withheld, conditioned, or delayed, (ii) the

condominium documents, the trustees of the condominium trust, if required, and (iii) municipal authorities. Without limitation, signs or lettering in or on windows is expressly prohibited except with the permission of the Landlord and, if applicable, trustees of the condominium. Subject to municipal and, if applicable, condominium approval, Landlord covenants and agrees to use reasonable efforts, at Tenant's sole cost, to assist the Tenant in it obtaining the necessary approvals for signage that is reasonably acceptable to Tenant, although Tenant's obligations hereunder are not subject to Tenant receiving permission for such signage.

**9. COMPLIANCE WITH LAWS.** The Tenant acknowledges that no trade or occupation shall be conducted in the Premises, or use made thereof, not consistent with the Permitted Use hereunder, which will be unlawful, unreasonably noisy, or contrary to any law or any municipal bylaw or ordinance in force in the city or town in which the Premises are situated. The Tenant, at its expense, shall comply with all applicable rules, ordinances, orders, regulations and requirements of all governmental authorities now or hereafter in force, and any Board of Fire Underwriters, or any other body hereafter constituted exercising similar functions and governing insurance rating bureaus; and shall not do or permit anything to be done in or upon the Premises, or bring or keep anything therein, except as now or hereafter permitted by any governmental authority, Board of Fire Underwriters or any other similar body having jurisdiction, or insurance rating bureau; and shall procure all licenses, permits or other approvals required because of such use, and install any and all safety appliances or equipment, including, without limitation, sprinkler systems, required by any governmental authority, Board of Fire Underwriters or other similar body or governing insurance rating bureau (it being understood that the foregoing provisions shall not be construed to broaden in any way the Permitted Use of the Premises). If the Tenant receives notice of any violation of law, ordinance, order, permit conditions or regulation applicable to the Premises or the use and maintenance thereof, it shall give prompt written notice thereof to the Landlord. Tenant shall have the right to contest the assertion by any governmental authority of the violation of any law, statute, code, ordinance, rule or regulation. Tenant hereby covenants and agrees to indemnify, defend, and hold Landlord harmless from and against any loss or damage, including reasonable out of pocket attorneys' fees (with the term "out of pocket" meaning, in the context of attorneys' fees for purposes of this Lease, to exclude any time or expense attributable to any in-house attorneys' time or fees) and related costs, to the extent resulting from any violation of any law, statute, code, ordinance, rule or regulation by Tenant or its agents or representatives or persons on the Premises at the invitation of the Tenant during the Term. Except as set forth in the second grammatical paragraph of Section 8, notwithstanding any provision of this Lease to the contrary, this Lease is not conditioned or contingent on the availability of any applicable permits, licenses, variances or other approvals of any kind.

**10. FIRE INSURANCE.** The Tenant shall not permit any use of the Premises which will make voidable any insurance on the Premises, Building, Property or, if applicable, the condominium, or on the contents of said Premises, Building, Property or, if applicable, the condominium, or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The Tenant shall, on demand, reimburse the Landlord for all extra insurance premiums caused by the Tenant's use of the Premises for any uses other than the Permitted Uses. Landlord represents that, to the best of its knowledge but without independent investigation, the Permitted Use will not result in any increase in the insurance or make such coverage void.

**11. MAINTENANCE OF PREMISES.**

(a) The Tenant agrees at its sole expense, to maintain in good order, condition and repair, the Premises, as improved by the Tenant, including, without limitation, the maintenance, repair and replacement of all mechanical, electrical, plumbing and other building systems within the Premises serving exclusively the Premises, including the HVAC equipment, in good order, condition and repair,

reasonable wear and tear, damage by fire and other casualty and condemnation excepted. Additionally, Tenant shall, whenever necessary, replace plate glass and other glass therein.

(b) Tenant shall arrange for snow removal along the sidewalk and entries immediately adjacent to the Premises to the extent it is not provided by the Landlord.

(c) Tenant shall also be responsible for all janitorial services to the Premises.

(d) Tenant agrees to treat the Premises periodically for the extermination of roaches, insects and vermin.

(e) Tenant shall cause garbage and refuse to be removed from the Premises.

(f) Tenant acknowledges that, in all events, Tenant is responsible for providing security to the Premises and its own personnel, and Tenant shall indemnify, defend with counsel reasonably satisfactory to Landlord, and save Landlord harmless from any claim for injury to person or damage to property asserted by any personnel, employee, guest, invitee or agent of Tenant which is suffered or occurs in or about the Premises, Building, Property or, if applicable, in or about the condominium by reason of the act of an intruder or any other person in or about the Premises. Notwithstanding the generality of the foregoing provision, no indemnification or agreement to hold the Landlord harmless is provided hereunder for any claim of injury to person or damage to property resulting from Landlord's gross negligence, willful misconduct or illegal action.

## 12. ACCEPTANCE- ALTERATIONS - ADDITIONS.

(a) The Tenant accepts the Premises "As Is" as to condition and layout. The Tenant shall not make (i) structural alterations or additions to the Premises, including, without limitation, roof cuts, punctures and penetrations of any kind, (ii) non-structural alterations estimated to cost in excess of Ten Thousand Dollars (\$10,000.00) in the aggregate for the complete project then being undertaken, unless the Landlord consents thereto in writing, which consent shall not be unreasonably withheld or delayed. Tenant shall not be required to obtain the Landlord's consent for non-structural alterations which are estimated to cost less than Ten Thousand Dollars (\$10,000.00) in the aggregate for the complete project then being undertaken or for decorative alterations, including wall and floor coverings. All such allowed alterations, shall be at Tenant's expense and shall be of a first class quality. Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant or on Tenant's behalf, and shall cause any such lien to be released of record forthwith without cost to Landlord, nor shall any improvements be subject to any security interest or lien of any kind. Tenant acknowledges that it shall not be permitted to make any façade changes to the Building, including changes to the existing doors.

(b) Tenant shall construct the improvements described on **Exhibit E** (the "**Initial Tenant Improvements**") and Landlord hereby consents to and approves the Initial Tenant Improvements. The Initial Tenant Improvements and all additional permitted leasehold improvements to the Premises shall be at Tenant's sole cost and expense, in accordance with the provisions of this Section 12. Once installed, all such leasehold improvements shall be part of the Premises and shall be the sole property of Landlord, including all duct work, exhausts and venting equipment and systems, and fire and life safety systems (including fire extinguishers), and other built in equipment and systems, including any walk in coolers or refrigeration units, whether or not capable of being dismantled and utilized elsewhere ("**Landlord Fixtures**"), but excluding ovens and stoves and moveable or semi-moveable (i) trade fixtures and (ii) refrigeration and other equipment and other personal property (but excluding in any event the Landlord

Fixtures). Notwithstanding the foregoing, and to the extent any such Landlord Fixtures are not considered fixtures, Tenant hereby grants to Landlord a security interest in any and all Landlord Fixtures, as further security for the prompt and faithful performance by Tenant of its duties and obligations under this Lease, and authorizes the Landlord to file UCC financing statements in the name of Tenant at such locations as the Landlord deems necessary or appropriate, without any signature of Tenant. Tenant shall not grant any security interest in any Landlord Fixtures to any third party.

(c) All leasehold improvements constructed by Tenant within the Premises that require Landlord's consent shall be done in accordance with plans and specifications first approved by Landlord, which approval shall not be unreasonably withheld, delayed or conditioned. Tenant shall submit to Landlord for Landlord's approval all plans and specifications for Tenant's construction of any leasehold improvements, alterations or additions in or to any part of the Premises which requires Landlord's consent or approval. Said plans and specifications shall be professionally prepared and in substantially final form for review by Landlord ("**Final Plans**"). Landlord shall review such plans and specifications as submitted and shall notify Tenant if Landlord approves or disapproves such plans and specifications within ten (10) business days after the receipt thereof. If Landlord disapproves such plans, Landlord shall specify the reasons for its disapproval of any aspect of such plans in reasonable detail. Tenant shall prepare any revisions to such plans and specifications which may be necessary as a result of Landlord's disapproval and complete and revise the same so that the plans are reasonably satisfactory to, and have been approved by, Landlord. Landlord agrees to review such revised plans and shall specify the reasons in detail for any continued disapproval of the plans within five (5) business days after receipt. Once Landlord has approved the plans, the parties shall initial the approved plans submitted by Tenant. Tenant agrees that Tenant's construction shall be built in accordance with such final plans and specifications in all material respects and agrees to obtain from its architect certificates from time to time that such final plans and specifications meet all federal, state and local governmental requirements, including, without limitation, all applicable zoning laws, building codes, environmental codes, rules, ordinances or regulations, and any applicable laws and regulations regarding accommodations for handicapped persons in all material respects. Landlord shall not be deemed unreasonable for withholding approval of any improvements, alterations or additions which adversely affect any structural, mechanical, plumbing, HVAC, electrical or exterior elements of the Premises or Property in any material respect. Tenant shall provide Landlord with a full set of as-built plans for the Premises so improved upon completion of such improvements. Tenant shall only be responsible for bringing the Premises into code compliance inasmuch as such code compliance is deemed necessary due to Tenant's specific use or improvements or alterations undertaken by the Tenant.

(d) All construction work in the Premises shall be done in a good and workmanlike manner and in compliance with the Lease, all applicable laws and ordinances, regulations and orders of governmental authority and insurers of the Property or the Premises. Tenant further covenants that it shall not employ or permit the use of any contractors or laborers or otherwise take any action in connection with any work to the Premises which might in any way result in a labor dispute or disharmony with any personnel providing services at the Property, but nothing contained herein shall require the Tenant to use union contractors or labor. Before Tenant begins any work, it shall secure all licenses and permits necessary therefor and cause each contractor to carry (1) worker's compensation insurance in statutory amounts covering all the contractor's and subcontractors employees, and (2) commercial general liability insurance with such limits as Landlord may reasonably require consistent with typical commercial requirements for the type of alterations undertaken by the Tenant, but with respect to general contractors in no event less than \$2,000,000.00 (all such insurance to be written in companies reasonably acceptable to Landlord and insuring Landlord and Tenant, as well as the contractors, and naming the Landlord, Landlord's agent, Tenant and, if applicable, the condominium as additional insureds), and to deliver to Landlord certificates of all such insurance. Tenant agrees not to cause or permit any liens for labor or materials performed or furnished in connection with its work to attach to the Premises and

immediately to discharge any such liens which may attach. Landlord may inspect the work at any time during business hours in the company of a representative of the Tenant or the Tenant's contractor. Tenant shall indemnify Landlord and hold it harmless from and against any cost, claim, or liability arising from any work done by or at the direction of Tenant except to the extent of any cost, claim or liability resulting from the Landlord's gross negligence, willful misconduct or illegal actions. All work shall be done so as to minimize interference with other tenants and owners of Property and with other construction work being done by Landlord to the extent commercially reasonable.

(e) Without limiting any other provision of this Lease in performing any alterations or improvements to the Premises permitted by the terms of this Lease, Tenant shall be obligated at its sole cost and expense to perform any and all such alterations and improvements as now or hereafter required by the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.) and/or the Massachusetts architectural barriers laws and/or all similar state and municipal laws, and/or any regulations promulgated pursuant thereto, effective from time to time during the term of this Lease, and any period of holding over by Tenant ("**ADA Requirements**"), and Tenant shall be responsible at its sole cost and expense to make any and all further alterations or improvements to the Premises required by the ADA Requirements as a result of the alterations or improvements to the Premises initially sought to be made by Tenant. Any additional alterations or improvements made to effect compliance with the ADA Requirements shall likewise be made in accordance with the procedures and requirements established by this Section.

(f) Provided no Event of Default has occurred and is continuing, the Landlord shall provide to Tenant an allowance of up to Thirty Five Thousand and 00/100 Dollars (\$35,000.00) (the "**Tenant Improvement Allowance**") to be available to Tenant as follows: (i) up to Twenty Five Thousand and 00/100 Dollars (\$25,000.00) towards the cost of a supplemental 5-ton HVAC rooftop unit, including ductwork distribution, controls, and hoisting charges, and (ii) Ten Thousand and 00/100 Dollars (\$10,000.00) towards the cost of black iron duct required for the kitchen exhaust. The Tenant Improvement Allowance will be paid to Tenant's contractors upon satisfaction of the following requirements: (i) Landlord has received an invoice of Tenant's contractor and Tenant's direction to make such disbursements in accordance with the invoice at least ten (10) days prior to the date such sums are due to Tenant's contractors, (ii) the work covered by the invoice has been completed in a first class manner and in accordance with the plans and specifications approved by the Landlord; and (iii) Tenant has delivered to Landlord such sworn statements, affidavits and lien waivers from major contractors, subcontractors and material suppliers as Landlord may reasonably require. Landlord shall make the payments required hereunder within ten (10) days after the request therefor in writing to Landlord and the full satisfaction of the above stated requirements. The Landlord shall have no liability or responsibility to the Tenant of any kind regarding the quality of the supplement 5-ton HVAC rooftop unit or black iron duct.

(g) Notwithstanding any other provision of this Lease to the contrary, at the expiration of the Term, Tenant shall not be required to remove its leasehold improvements, but shall be entitled to remove its moveable and semi-moveable trade fixtures, subject to the Tenant having complied with all of the Tenant's obligations under the Lease and the Landlord's security interest therein, if any, being released, provided, however, Tenant shall not remove any Landlord's Fixtures, including, without limitation, any mechanical, electrical, HVAC or other systems installed in the Premises by Tenant, unless the Landlord's consent to the installation of the same was conditioned on removal at the time consent was given by the Landlord. In connection with the performance by Tenant of any alterations, repairs or other work, including the alterations performed to prepare the Premises for Tenant's initial occupancy, Landlord will, at no material cost to Landlord, cooperate with Tenant in obtaining permits, including executing and filing any necessary documents.

**13. ASSIGNMENT - SUBLEASING.** The Tenant shall not assign or sublet or otherwise transfer, voluntarily or involuntarily, the whole or any part of the Premises or this Lease, without the consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, provided the Tenant shall give Landlord written notice of the terms of the assignment, sublease or transfer together with a copy of the proposed assignment, assumption and consent agreement, and that the proposed assignee, sublessee or transferee is of good reputation, has a net worth at least equal to Tenant and any guarantor and its proposed use is permitted by all applicable by-laws and regulations, and that in Landlord's commercially reasonable judgment, such proposed use (i) would be no more disruptive to the other Building residents or tenants than the Tenant's proposed use at inception and is a Permitted Use, (ii) is not incompatible with a high end residential –mixed use building, (iii) such proposed use is permitted in Section 8 hereof and (iv) such use does not involve the handling, storage, or generation of Hazardous Substances, excluding from the foregoing nominal amounts of Hazardous Substances used in cleaning, cooking and similar purposes, provided such materials are at all times lawfully stored, (v) is not a Prohibited Use, as defined in **Exhibit F**, and (vi) the assignment, assumption and consent agreement is satisfactory to the Landlord in its commercially reasonable judgment, and, provided further, that Tenant shall pay reasonable and actual legal and other fees incurred by Landlord in connection with reviewing and approving any such assignment, sublease or transfer. For purposes of this section, a transfer shall include the transfer, in any one instance or over a period of time, of all or substantially all of the assets of Tenant or of a controlling equity interest in Tenant. The Tenant shall give the Landlord written notice of the terms of any proposed assignment, sublease or other transfer, and, where Landlord's consent is required hereunder, such other information regarding the assignee, sublessee or transferee as Landlord shall reasonably require. Notwithstanding such consent, Tenant shall remain fully liable to Landlord for the payment of all Rent and for the full performance of the covenants and conditions of this Lease through the effective date of the assignment, assumption and consent agreement. It shall also be a condition of the validity of the assignment that the assignee agrees directly with Landlord, in form reasonably satisfactory to Landlord, to be bound by all Tenant obligations under this Lease. The acceptance by the Landlord of the payment of Rent shall not constitute the consent by the Landlord to any such assignment, sublease or transfer nor shall the same constitute a waiver of any right or remedy of the Landlord.

Without limiting Landlord's discretion to grant or withhold its consent to any proposed assignment or subletting, if Landlord's consent is required hereunder and Tenant requests Landlord's consent to assign this Lease or sublet substantially all of the Premises for substantially all of the term to a party for a use other than the Permitted Use, Landlord shall have the option, exercisable by written notice to Tenant given within thirty (30) days after Landlord's receipt of such request together with the identity of, and proposed use by, the proposed assignee or sublessee, to terminate this Lease as of the date specified in such notice which shall be not less than thirty (30) days nor more than sixty (60) days after the date of such notice for the entire Premises. If Landlord elects to exercise such termination right, Tenant may rescind such termination by written notice to Landlord within seven (7) days of its receipt of the notice of termination, withdrawing the subject assignment request. In the event the Landlord does not elect to terminate the Lease, then the Landlord agrees that it shall not unreasonably withhold its consent to the proposed assignee or sublessee even if the use is other than a Permitted Use, provided the use is not for a business similar to the uses of the other non-residential units of the Building, and in compliance with all applicable laws, ordinances and the like.

Without limitation of the rights of Landlord hereunder in respect thereto, if there is any assignment of this Lease by Tenant for consideration or a subletting of the whole of the Premises by Tenant at a rent which exceeds the rent payable hereunder by Tenant, or if there is a subletting of a portion of the Premises by Tenant at a rent in excess of the subleased portion's pro rata share of the rent payable hereunder by Tenant, then Tenant shall pay to Landlord, as additional rent, forthwith upon Tenant's receipt of the consideration (or the cash equivalent thereof) therefor, in the case of an assignment, and/or in the case of a subletting, fifty (50%) percent of such excess rent after recouping all

reasonable third party transactional costs, provided, that such obligation to share an increase in the Base Rent shall only apply to sums actually received by Tenant which are reasonably attributable to or in lieu of rent and not sums received by Tenant which are fairly characterized as being consideration for the Tenant's sale of its business or assets to a purchaser. For the purposes of this Section 13, the term "rent" shall mean all Base Rent, Additional Rent or other payments and/or consideration payable by one party to the other for the use and occupancy of all or a portion of the Premises.

Tenant may assign its interest in the Lease or sublet all or a portion of the Premises (i) in connection with the sale of Tenant's business (stock or assets) or the merger, consolidation, reconstitution, reorganization or re-capitalization of Tenant or (ii) to any parent, subsidiary or affiliate of Tenant, provided that (i) such transfer otherwise complies with the first paragraph of this Section 13, and (ii) the Tenant shall remain jointly and severally liable for all obligations for the Tenant under this Lease.

#### 14. SUBORDINATION/ESTOPPEL CERTIFICATES/RIGHTS OF MORTGAGEE.

(a) Subordination of Lease. Except to the extent that it may be provided otherwise by written agreement between Tenant and the holder of a mortgage lien against the Premises or property of which the Premises are a part (a "mortgagee"), or otherwise elected by a mortgagee, this Lease shall be subordinate to the lien of any mortgage or to any other voluntary lien or encumbrance on the Premises or any part thereof, whether now existing or hereafter granted, provided that the mortgagee, upon request, shall execute a subordination, non-disturbance and attornment agreement, substantially in the form of **Exhibit G** hereto. Any mortgagee shall have the right, at its option, to subordinate its mortgage to this Lease, in whole or in part, by recording a unilateral declaration to such effect.

(b) Entry and Possession. Upon entry and taking possession of the Premises by a mortgagee, for the purpose of foreclosure or otherwise, such mortgagee shall have all the rights of Landlord, and shall be liable to perform all the obligations of Landlord arising and accruing during the period of such possession by such mortgagee.

(c) Right to Cure. No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to any mortgagee of whom Tenant has been given written notice, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights; and (ii) such mortgagees, after receipt of such notice, have failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this Section shall be deemed to impose any obligation on any such mortgagees to correct or cure any such condition (but nothing herein shall waive or limit any contingency or condition granted to Tenant under this Lease the failure of which would expressly permit Tenant to terminate the Lease nor any rights of Tenant to terminate this Lease to the extent permitted under this Lease as a result of a casualty or eminent domain taking affecting the Premises). "Reasonable time" as used above means and includes a reasonable time to obtain possession of the Premises if any such mortgagee elects to do so and a reasonable time to correct or cure the condition if such condition is determined to exist, but in no event more than ninety (90) days.

(d) Prepaid Rent. No Rent shall be paid more than thirty (30) days prior to the due dates thereof, and, as to a first mortgagee of record and any other mortgagees of whom Tenant has been given written notice, payments made in violation of this provision shall (except to the extent that such rents are actually received by such mortgagee) be a nullity as against such mortgagee and Tenant shall be liable for the amount of such payments to such mortgagee (excluding the first month's rent payable upon execution of this Lease or applications of overpayments by Tenant to Rent due in the future).

(e) Continuing Offer. The covenants and agreements contained in this Lease with respect to the rights, powers and benefits of a mortgagee (particularly, without limitation thereby, the covenants and agreements contained in this Section) constitute a continuing offer to any person, corporation or other entity, which by accepting or requiring an assignment of this Lease or by entry or foreclosure assumes the obligations herein set forth with respect to such mortgagee; every such mortgagee is hereby constituted a party to this Lease as an obligee hereunder to the same extent as though its name was written hereon as such; and such mortgagee shall be entitled to enforce such provisions in its own name.

(f) Subordination. Notwithstanding the foregoing provisions of this Section, Tenant agrees, at the request of Landlord or any mortgagee, to execute and deliver promptly any certificate or other instrument in a commercially reasonable form which Landlord or such mortgagee may reasonably request to further evidence the subordination of this Lease and all rights of Tenant hereunder to the lien of any mortgage, and to all advances made under such mortgage and/or agreeing to attorn to such mortgagee in the event that it succeeds to Landlord's interest in the Premises, provided that the holder of any such mortgage shall execute and deliver to Tenant a non-disturbance agreement in a form of Exhibit G hereto to the effect that, in the event of any foreclosure of such mortgage, such holder will not name Tenant as a party defendant to such foreclosure nor disturb its possession under the Lease and Tenant's rights as provided in this Lease.

(g) Limitations on Liability. Nothing contained in the foregoing section or in any such non-disturbance agreement or non-disturbance provision shall, however, affect the prior rights of the holder of any mortgage with respect to the proceeds of any award in condemnation or of any fire insurance policies affecting the Premises or the Property, or impose upon any such holder any liability (i) for the erection or completion of the building, or (ii) in the event of damage or destruction to the Building or the Premises by fire or other casualty, for any repairs, replacements, rebuilding or restoration except such repairs, replacements, rebuilding or restoration as can reasonably be accomplished from the net proceeds of insurance actually received by, or made available to, such holder, or (iii) for any default by Landlord under the Lease occurring prior to any date upon which such holder shall become Tenant's landlord except to the extent the same continues after the holder has become Tenant's landlord and has had a reasonable opportunity to correct the same, or (iv) for any credits, offsets or claims against the Rent and Additional Rent as a result of any acts or omissions of Landlord committed or omitted prior to such date, or (v) for return of any security deposit or other, funds unless the same shall have been received by such holder, and any such agreement or provision may so state.

(h) Estoppel Certificate. Tenant agrees, at any time and from time to time, within fifteen (15) days' of written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing in a commercially reasonable form certifying: that this Lease is presently in full force and effect and unmodified except as may be indicated, with a true and correct copy of the Lease and any and all amendments and side agreements, if any, attached; the commencement and expiration dates of the Term; that the Tenant has accepted possession of the Premises except as may be indicated, any improvements required by the terms of this Lease to be made by the Landlord as a condition of the Tenant's initial occupancy have been completed to the satisfaction of the Tenant except as may be indicated; that no rent under the Lease has been paid more than thirty (30) days in advance of its due date (except for security deposits, if any, in a specified amount) and as otherwise permitted by the Lease; that the addresses for notices to be sent to the Tenant are as set forth in the Lease or as specified in such certificate; that, to the Tenant's actual knowledge, the Tenant as of the date of executing the certificate has no charge, lien or claim of offset under the Lease, or otherwise, against rents or other charges due or to become due thereunder except as may be indicated; that to the Tenant's actual knowledge, the Landlord is not in default of its obligations under this Lease, except as may be indicated; and as to such other information as the Landlord's lender, prospective lender, purchaser or prospective purchaser may reasonably require. In

addition, in the event the Tenant receives written notice from the Landlord and the holder of a mortgage, deed in trust or ground lease on the Premises so requesting, the Tenant shall enter into a written agreement in a commercially reasonable form with the holder of such mortgage, deed in trust or ground lease containing such provisions as the holder shall reasonably require, including, without limitation, provisions that: (1) the Tenant will not pay any rent under the Lease more than thirty (30) days in advance of its due date (except for security deposits and as otherwise permitted by the Lease); (2) Tenant will not enter into or consent to the modification of any of the terms of this Lease nor to the termination thereof by the Landlord except as otherwise permitted by the Lease; and (3) Tenant will not seek to terminate this Lease by reason of any act or omission of the Landlord (without waiving or limiting any condition or contingency granted to the Tenant under this Lease the failure of which would expressly permit Tenant to terminate the Lease nor any right of Tenant to terminate this Lease as expressly provided herein in the event of a casualty or eminent domain taking adversely affecting the Premises) until the Tenant shall have given written notice of such act or omission to the holder of such mortgage, deed of trust or ground lease (at such holder's last address furnished the Tenant) and until a reasonable period of time shall have elapsed following the giving of such notice, but in no event less than thirty (30) days, during which period such holder shall have the right, but shall not be obligated to remedy such act or omission. Such agreement shall be of no effect unless the Tenant is furnished by the mortgagee, or ground lessee, with a copy of an assignment to it of the Landlord's interest in this Lease.

Landlord agrees, at any time and from time to time, within fifteen (15) days' of written request by Tenant, to execute, acknowledge and deliver to Tenant a statement in writing certifying: that this Lease is presently in full force and effect and unmodified except as may be indicated, with a true and correct copy of the Lease and any and all amendments and side agreements, if any, attached; the commencement and expiration dates of the Term; that no rent under the Lease has been paid more than thirty (30) days in advance of its due date (except for security deposits, if any, in a specified amount) and other amounts as provided in the Lease; that the addresses for notices to be sent to the Landlord are as set forth in the Lease or as specified in such certificate; that, to the Landlord's knowledge, the Landlord as of the date of executing the certificate has no charge, lien or claim of offset under the Lease, or otherwise, other than rents or other charges to become due thereunder except as may be indicated; that, to the Landlord's knowledge, the Tenant is not in default of its obligations under this Lease, except as may be indicated; and as to such other information as the Tenant's lender, prospective lender, purchaser or prospective purchaser may reasonably require.

(i) Assignment of Lease. With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage or ground lease on the Premises which includes the Premises, Tenant agrees:

(1) that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage, shall never be treated as an assumption by such holder of any of the obligations of Landlord hereunder, unless such holder shall, by foreclosure or taking possession or by notice sent to Tenant, specifically otherwise elect; and

(2) that, except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage or the taking of possession of the Premises. In no event shall the acquisition of title to the Premises by a purchaser which, simultaneously therewith, leases the entire Premises back to the seller thereof, be treated as an assumption by operation of law or otherwise of Landlord's obligations hereunder, but Tenant shall look solely to such seller-lessee, and its successors from time to time in title, for performance of Landlord's obligations hereunder. In any such event, this Lease shall be subject and subordinate to the lease to such seller, provided that such purchaser shall execute and deliver

to Tenant a non-disturbance agreement in a form reasonably satisfactory to Tenant to the effect that, in the event of any termination or foreclosure of such lease, such purchaser will not name Tenant as a party defendant to such termination or foreclosure nor disturb its possession under the Lease or rights under the Lease. For all purposes such seller-lessee, and its successors in title, shall be the landlord hereunder unless and until Landlord's position shall have been assumed by such purchaser-lessor.

(j) Landlord shall deliver an executed, commercially reasonable subordination, non-disturbance and attornment agreement in recordable form, from any existing mortgagees within thirty (30) days of execution of this Lease. Landlord represents that Landlord is the owner of the Premises and that the only mortgage lien encumbering the Property is a mortgage held by Belmont Savings Bank. The Lease shall not be subordinate to any other mortgages unless the holder of such mortgage or lease delivers an executed, commercially reasonable subordination, non-disturbance and attornment agreement, in recordable form.

**15. LANDLORD'S ACCESS/RIGHT OF ENTRY.** The Landlord, and agents of the Landlord may, at all reasonable times, and, except in emergencies, upon reasonable notice, enter to view the Premises to make such repairs as Landlord is required to do, if any, and may show the Premises to others and may remove placards and signs not approved and affixed as herein provided, and at any time within twelve (12) months before the expiration of the Term, may affix to any suitable part of the Premises a notice for letting or selling the Premises or property of which the Premises are a part and keep the same so affixed without hindrance or molestation. Landlord reserves the right from time to time, without unreasonable interference with Tenant's use and with reasonable prior notice: (a) to enter the Premises to install, use, maintain, repair, replace and relocate for service to the Premises and other units of the Building, or either, pipes, ducts, conduits, wires and appurtenant fixtures, wherever located in the Premises, (b) to alter or relocate any other common facility, provided that such alterations are substantially equivalent or better so long as such changes do not reduce the square feet of the Premises; and (c) to do any other act or thing with respect to the common facilities or areas which in Landlord's sole judgment may be desirable to improve the convenience and utility of the common facilities and areas to the occupants of the Premises of which the Premises are a part; provided that Landlord shall exercise any of the foregoing rights in such a manner as not to unreasonably interfere with Lessee's use of the Premises. In exercising/performing any of its rights and obligations (e.g., right of entry onto Premises, obligation to make repairs), Landlord should use all commercially reasonable efforts to minimize interference with conduct of Tenant's business in the Premises, including access and visibility. Landlord may not store any materials in the Premises.

**16. INDEMNIFICATIONS AND LIABILITY- ENVIRONMENTAL.**

(a) Except as provided in Section 24 with regard to insured losses, the Tenant shall save the Landlord and its managers, members, directors, officers and shareholders, trustees and beneficiaries, servants, agents and employees and those in privity with the estate of the Landlord, harmless of and from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, or by any nuisance caused by the Tenant or on the Premises, unless such loss is caused by the neglect or misconduct of the Landlord or its agents or employees. In addition, to the maximum extent permitted by law, Tenant hereby indemnifies and covenants to save Landlord its managers, members, directors, officers and shareholders, trustees and beneficiaries, servants, agents and employees and those in privity with the estate of the Landlord,, harmless from and against any and all claims, damages, liabilities or penalties asserted by or on behalf of any person, firm, corporation or public authority:

(i) on account of or based upon any injury to person, or loss of or damage to property, sustained or occurring on the Premises on account of or based upon the act, omission,

fault, negligence or misconduct of any person other than Landlord or its managers, members, directors, officers and shareholders, trustees and beneficiaries, servants, agents and employees or any guest, licensee or invitee of Landlord;

(ii) on account of or based upon any injury to person, or loss of or damage to property, sustained or occurring on or about the Building or Property and other than on the Premises (and, in particular, without limiting the generality of the foregoing, on or about the stairways, entranceways, corridors, sidewalks, concourses, approaches, area ways, or other appurtenances and facilities used in connection with the Building or the Premises) arising out of the use or occupancy of the Premises by the Tenant or by any person claiming by, through or under Tenant, and caused by the act, omission, fault, negligence or misconduct of Tenant or its managers, members, directors, officers and shareholders, trustees and beneficiaries, servants, agents and employees; and

(iii) on account of or based upon (including monies due on account of) any work or thing whatsoever done (other than by Landlord or its contractors, or agents or employees, guest, licensee or invitee of either) on the Premises during the Term of this Lease and during the period of time, if any, prior to the Commencement Date when Tenant may have been given access to the Premises, except as a result of the acts of the Landlord its managers, members, directors, officers and shareholders, trustees and beneficiaries, servants, agents, employees or any guest, licensee or invitee of Landlord;

and, in respect of any of the foregoing, from and against all reasonable out of pocket costs, expenses (including, without limitation, reasonable out of pocket attorneys' fees) and liabilities incurred in or in connection with any such claim, or any action or proceeding brought thereon.

Tenant shall not generate, store, release, transport, dispose of or otherwise handle any substance, waste or material deemed hazardous, toxic or a contaminant under any federal, state or local statute, law, ordinance, rule or regulation, order or decision (hereinafter, any "**Hazardous Substance**") except for customary office or restaurant supplies and cleaning materials and other minimal amounts of such materials customarily used in the operation of Tenant's business, but always in compliance with all applicable laws. Tenant shall defend, indemnify and hold harmless Landlord and any mortgagee of Landlord and their respective managers, members, directors, officers and shareholders, trustees and beneficiaries, servants, agents and employees, from and against any and all liability, loss, damage, cost, or expense, including without limitation, reasonable out of pocket attorneys' fees, consultants' fees and clean-up costs, arising from the presence, release, or threat of release of any Hazardous Substance on the Premises and arising out of the generation, storage, release, transportation, disposal or other handling of any Hazardous Substance at or near the Premises by Tenant, its employees, invitees, contractors or agents, and, notwithstanding any other provision of this Lease to the contrary, including, without limiting the generality of the foregoing, any release of Hazardous Substances from the Premises regardless of whether said release or threat of release is caused by fire, other casualty, negligence or any other cause of any kind, regardless of fault.

Tenant agrees to use and occupy the Premises and to use such other portions of the Building and Property as the Tenant is given the right to use at Tenant's sole risk, and to the fullest extent permitted by law, the Landlord shall have no responsibility or liability for any loss or damage to the Tenant's property or any person claiming by, through or under the Tenant even if such loss or damage caused by the negligence of the Landlord.

(b) Landlord hereby indemnifies and covenants to save Tenant and its officers, shareholders, servants, agents and employees and those in privity with the estate of the Tenant, harmless from and

against any and all claims, damages, liabilities or penalties asserted by or on behalf of any person, firm, corporation or public authority:

(i) on account of or based upon any injury to person, or loss of or damage to property, sustained or occurring in the Premises or within the Building to the extent arising out of or caused by the negligence or misconduct of the Landlord or its managers, members, directors, officers and shareholders, trustees and beneficiaries, servants, agents, employees or contractors;

(ii) on account of or based upon any injury to person, or loss of or damage to property, sustained or occurring in or about the property of which the Premises are a part and other than on the Premises (and, in particular, without limiting the generality of the foregoing, on or about the stairways, entranceways, corridors, sidewalks, concourses, approaches, area ways, or other appurtenances and facilities used in connection with the Premises) arising out of the negligence or misconduct of the Landlord or its managers, members, directors, officers and shareholders, trustees and beneficiaries, servants, agents, employees or contractors;

and, in respect of any of the foregoing, from and against all costs, expenses (including, without limitation, reasonable out of pocket attorneys' fees) and liabilities incurred in or in connection with any such claim, or any action or proceeding brought thereon.

Landlord shall defend, indemnify and hold harmless Tenant from and against any and all liability, loss, cost, or expense, including, without limitation, injuries to persons or property, reasonable out of pocket attorneys' fees, consultants' fees and clean-up costs arising out of any Hazardous Substance existing at the Property as of the date of this Lease or hereafter arising out of the generation, storage, release, transportation, disposal or other handling of any Hazardous Substance at the Premises or the Property by Landlord, its managers, members, directors, officers and shareholders, trustees and beneficiaries, servants, agents, employees, invitees, or contractors.

(c) Tenant shall, at Tenant's own expense, comply with any environmental law relating to its use of the Premises and/or the use thereof, the applicability of which is triggered by any transaction or event initiated by Tenant during the Term (including any cessation of Tenant's operations at the Premises, any assignment of this Lease or any reorganization of Tenant's corporate structure), the regulations promulgated thereunder, and any amending and successor legislation and regulations now or hereafter existing in The Commonwealth of Massachusetts or under federal law (the "**Cleanup Law**"). In connection therewith, Tenant shall, at Tenant's own expense, make all required submissions to, provide all required information to, and otherwise comply with all requirements of, the applicable state environmental protection or conservation agency enforcing the Cleanup Law.

Tenant shall permit Landlord and its representatives access to the Premises, from time to time during the Term, upon prior written notice to Tenant, to conduct an environmental assessment, investigation and sampling of the Premises. Landlord shall repair or otherwise correct any damage or other adverse condition caused by any such assessment, investigation and sampling. If any such assessment, investigation and sampling is initiated in response to a release or threat of a release (as defined by M.G. L. c21E and the regulations promulgated thereunder) for which Tenant is responsible, or if any such assessment, investigation and sampling reveals that any unlawful material release for which Tenant is responsible has occurred, then Landlord shall provide reasonable notice to Tenant and reasonable opportunity to comment on such assessment, investigation, sampling, repair, corrections and any or all work plans and that assessment, investigation and sampling, as well as any repair or correction required under this subsection, shall be at Tenant's expense as long as such expenses are reasonably incurred and consistent with the industrial use of the Property and is the least costly work allowable under

law. Each such assessment, investigation and sampling shall be conducted in such a manner as will not unreasonably interfere with Tenant's use of the Premises. Should any assessment, investigation or sampling during the Term reveal the existence of any Hazardous Substance in, on, under, or about, or migrating from or onto the Property as a result of an unlawful release for which Tenant is responsible, then, Tenant shall, at Tenant's own expense, in accordance with all applicable legal requirements, undertake all responsive action with respect thereto to restore the Property to its Existing Condition and without the implementation of any sort of activity use limitation. Promptly, upon completion of all required investigatory and remedial activities, Tenant shall, at Tenant's own expense, and to Landlord's reasonable satisfaction, restore the affected areas of the Property from any damage or condition caused by the investigatory or remedial work.

At no expense to Landlord, Tenant shall promptly provide all information and execute all documents reasonably requested by Landlord with respect to compliance with legal requirements relating to Hazardous Substances.

(d) The above indemnifications shall survive the expiration or earlier termination of this Lease.

## **17. LIABILITY AND PROPERTY INSURANCE.**

(a) The Tenant agrees to maintain in full force during the term hereof a policy of commercial general liability insurance (or the then successor equivalent from time to time), without any so-called employee exclusion or the like; or otherwise in the broadest and most comprehensive form then generally available from time to time, under which the Landlord (and such other persons as are in privity of estate with the Landlord as may be set out in notice from time to time) and its agent are named additional insured on a primary basis and the Tenant is named primary insured, and under which the insurer agrees to indemnify and hold the Landlord and those in privity of estate with the Landlord harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries, and damages mentioned in Section 16. Each such policy shall be written by a reputable and financially sound, duly licensed and admitted insurance company with an A+ financial rating and non-cancelable with respect to the Landlord and the Landlord's said designees without thirty (30) days' prior written notice to the Landlord, and a duplicate original or certificate thereof shall be delivered to the Landlord. The minimum limits of liability of such insurance shall be \$2,000,000.00 combined liability and property damage on an occurrence form; or such higher limits or additional endorsements as the Landlord may from time to time request, provided such higher limits or additional endorsements are then customarily carried by first class restaurants located in first-class mixed use commercial and residential developments in the Boston Metrowest area. The Tenant shall deposit with the Landlord certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall name Landlord as an additional insured by endorsement on a primary basis and provide that such policies shall not be canceled or amended without at least thirty (30) days' prior written notice to the additional insured named therein.

The Tenant shall also maintain in full force and effect from the Commencement Date throughout the Term and thereafter so long as the Tenant is in occupancy of any part of the Premises, property insurance covering the Tenant's furnishings, fixtures, equipment or other personal property of the Tenant written on an "All Risk" basis for full replacement cost.

The Tenant agrees that Landlord shall not be responsible or liable to Tenant, or those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons unaffiliated with the Landlord and occupying or using adjoining premises, or otherwise, or for any loss or damage resulting to the Tenant or those claiming by, through or under

Tenant, or its or their property, except that to the extent required by applicable Massachusetts law, the foregoing shall not exculpate the Landlord from its own negligent acts or omissions.

The foregoing provisions of this Section 17 (as well as any other provisions dealing with indemnity and the like by Tenant of Landlord) shall be deemed to be modified in each case by the insertion in the appropriate place of the language: "except as otherwise provided in Massachusetts General Laws c. 186, §15.

(b) In the event the Building is not submitted to Massachusetts General Laws c. 183A, Landlord shall obtain and maintain the following insurance coverage in such amounts as Landlord shall reasonably determine, and the Tenant shall be billed for its proportionate share of the annual insurance premiums related thereto as part of Operating Costs pursuant to Section 5(b) above: (i) all risk hazard insurance covering the Building, Landlord's Work in the Premises, if any, in an amount equal to one hundred percent (100%) of the replacement cost thereof, and all other improvements owned by the Landlord on the Property of which the Premises are a part; (ii) general liability insurance covering the common areas of the Property containing the Premises for personal injury, bodily injury and property damage claims; and (iii) such other reasonable insurance coverages which Landlord may deem necessary to protect the Premises and the Building and property of which the Premises are part, but specifically excluding any property or improvements installed by or belonging to the Tenant. If the Property of which the Premises are a part is converted to a condominium, Landlord shall use reasonable efforts to assure that the condominium association procures insurance coverages consistent with the provisions of this Section.

(c) The Tenant covenants and agrees that it will not do or permit anything to be done in or upon the Premises or bring in anything or keep anything therein, which shall increase the rate of insurance on the Premises or on the other buildings located on the Property above the standard rate on said premises and buildings with a restaurant located in the Premises; and the Tenant further agrees that in the event it shall do any of the foregoing, it will promptly pay to the Landlord on demand any such increase resulting therefrom, which shall be due and payable as additional rent hereunder.

#### **18. FIRE, CASUALTY - EMINENT DOMAIN.**

(a) In case during the term hereof the Premises shall be partially damaged (as distinguished from "substantially damaged", as that term is hereinafter defined) by fire or other casualty, the Landlord shall endeavor, to the extent possible, to cause the condominium to forthwith (or, in the event the Premises are not part of a condominium, the Landlord shall) proceed to repair such damage and restore so much of the Premises as was originally constructed by the Landlord, to substantially their condition at the time of such damage, but the Landlord shall not be responsible for any delay which may result from any cause beyond the Landlord's reasonable control or any failure or delay if the Premises are part of a condominium.

(b) In case during the term hereof the Premises shall be substantially damaged or destroyed by fire or other casualty, the risk of which is covered by the Condominium's insurance (or the Landlord's insurance, if the Premises are not part of a condominium) this Lease shall, except as hereinafter provided, remain in full force and effect, and, subject to the condominium documents and necessary votes (or the Landlord, if the Premises are not part of a condominium) shall promptly after such damage and the determination of the net amount of insurance proceeds available to condominium (or the Landlord, if the Premises are not part of a condominium ), expend so much as may be necessary of such net amount to restore, to the extent originally constructed by the Landlord (consistent, however, with zoning laws and building codes then in existence), so much of the Premises as was originally constructed by the Landlord to substantially the condition in which such portion of the Premises was in at the time of such damage, except as hereinafter provided, but the Landlord shall not be responsible for delay or failure to rebuild or

restore if the Premises are part of a condominium) or , in any event, which may result from any cause beyond the reasonable control of the Landlord. If the Premises are not part of a condominium and should the net amount of insurance proceeds available to the Landlord be insufficient to cover the cost of restoring the Premises, in the reasonable estimate of the Landlord, the Landlord may, but shall have no obligation to, supply the amount of such insufficiency and restore the Premises with all reasonable diligence or the Landlord may terminate this Lease by giving notice to the Tenant not later than a reasonable time after the Landlord has determined the estimated net amount of insurance proceeds available to the Landlord and the estimated cost of such restoration. In case of substantial damage or destruction, as a result of a risk which is not covered by the Landlord's insurance, the Landlord shall likewise be obligated to rebuild the Premises, all as aforesaid, unless the Landlord, within a reasonable time after the occurrence of such event, gives written notice to the Tenant of the Landlord's election to terminate this Lease. If the Landlord shall elect to terminate this Lease, as aforesaid, this Lease and the term hereof shall cease and come to an end as of the date of said damage or destruction. Notwithstanding the foregoing, if Landlord (or, if the Property has been converted to a condominium, the condominium trust) has not restored the Premises to its original delivered condition within three hundred sixty (360) days of such substantial casualty (such period subject to extension for up to ninety (90) days for matters beyond the reasonable control of Landlord or said condominium trust), Tenant may terminate this Lease.

(c) However, if the Premises shall be substantially damaged or destroyed by fire or other casualty, within the last one (1) year of the Original Term, unless the Tenant elects to extend as and to the extent permitted in Section 34, either party shall have the right to terminate this Lease, provided that notice thereof is given to the other party not later than sixty (60) days after such damage or destruction. If said right of termination is exercised, this Lease and the term hereof shall cease and come to an end as of the date of said damage or destruction.

(a) Unless this Lease is terminated as provided in this Section 18, if the Premises shall be damaged or destroyed by fire or other casualty, then the Tenant shall: (i) repair and restore all portions of the Premises not required to be restored by the Landlord pursuant to this Section 18 to substantially the condition which such portions of the Premises were in at the time of such casualty; (ii) equip the Premises with trade fixtures and all personal property necessary or proper for the operation of the Tenant's business; and (iii) open for business in the Premises as soon thereafter as possible.

(b) In the event that the provisions of Section 18 (a) or (b) shall become applicable, the Rent shall be abated or reduced proportionately during any period in which, by reason of such damage or destruction, there is substantial interference with the operation of the business of the Tenant in the Premises, having regard for the extent to which the Tenant may be required to discontinue its business in the Premises, and such abatement or reduction shall continue for the period commencing with such destruction or damage and ending upon the earlier to occur of: (i) the completion by the Landlord of such work of repair and/or reconstruction as the Landlord is obligated to do, or (ii) the date that the Tenant first reopens for business in all or a portion of the Premises. Nothing in this Section shall be construed to abate or reduce Additional Rent.

(f) If, however, the Building is not part of a condominium and shall be substantially damaged or destroyed by fire or casualty, irrespective of whether or not the Premises are damaged or destroyed, the Landlord shall promptly restore, to the extent originally constructed by the Landlord (consistent, however, with zoning laws and building codes then in existence), so much of such Building as was originally constructed by the Landlord to substantially the condition thereof at the time of such damage, unless the Landlord, within a reasonable time after such loss, gives notice to the Tenant of the Landlord's election to terminate this Lease. If the Landlord shall give such notice, then anything in this Section 18 to the contrary notwithstanding, this Lease shall terminate as of the date of such notice with the same force and effect as if such date were the date originally established as the expiration date hereof. The terms "substantially damaged" and "substantial damage", as used in this Section, shall have reference to damage of such a character as cannot reasonably be expected to be repaired or the premises restored within thirty (30) days from the time that such repair or restoration work would be commenced.

(g) If the Premises or access thereto, or such portion thereof as to render the balance (when reconstructed) unsuitable for the purposes of the Tenant, shall be taken by condemnation or right of eminent domain, Tenant, upon written notice to Landlord, or the Landlord, upon written notice to the Tenant, shall be entitled to terminate this Lease, provided that such notice is given not later than thirty (30) days after the Tenant has been deprived of possession. For the purposes of this Section 18(g), any deed or any transfer of title in lieu of any such taking shall be treated as such a taking. Moreover, for the purposes of this Section 18(g), such a taking of the Tenant's entire leasehold interest hereunder in the Premises (or assignment or termination in lieu thereof) shall be treated as a taking of the entire Premises, and in such event the Tenant shall be treated as having been deprived of possession on the effective date thereof. Should any part of the Premises or access thereto be so taken or condemned, and should this Lease not be terminated in accordance with the foregoing provision, if the Premises are not part of a condominium, the Landlord covenants and agrees within a reasonable time after such taking or condemnation, and the determination of the Landlord's award therein, to expend so much as may be necessary of the net amount which may be awarded to the Landlord in such condemnation proceedings in restoring the Premises and full access thereto to an architectural unit as nearly like their condition prior to such taking as shall be practicable. Should the net amount so awarded to the Landlord be insufficient to cover the cost of restoring the Premises and full access thereto, as estimated by the Landlord's architect, the Landlord may, but shall not be obligated to, supply the amount of such insufficiency and restore said Premises and full access thereto as above provided, with all reasonable diligence, or terminate this Lease. Where the Tenant has not already exercised any right of termination accorded to it under the foregoing portion of this paragraph, the Landlord shall notify the Tenant of the Landlord's election not later than ninety (90) days after the final determination of the amount of the award. Further, if the Premises are not part of a condominium and if so much of the Building shall be so taken that continued operation of the Building would be uneconomical in the Landlord's judgment or prohibited by zoning or other applicable law, the Landlord shall have the right to terminate this Lease by giving notice to the Tenant of the Landlord's desire to do so not later than thirty (30) days after the effective date of such taking.

(h) Out of any award or awards for any taking of the Premises (including, without limitation, any taking of the Tenant's leasehold interest as aforesaid), in condemnation proceedings or by right of eminent domain, if the Premises are not part of a condominium, the Landlord shall be entitled to receive and retain the amounts awarded for such Premises and for the Landlord's business loss. The Tenant shall be entitled to receive and retain only such amounts as may be specifically awarded to it for the taking of its trade fixtures or furniture and its leasehold improvements and only to the extent such amounts are awarded in a separate proceeding and only to the extent the Landlord's award is not thereby reduced and the Tenant is not otherwise reimbursed for the same by the Landlord. In addition, nothing in this Section 18 shall be construed to prevent Tenant from making application for moving expenses or other special damages which are or may be payable directly to Tenant by any taking authority separate and apart from any compensation awarded by such taking authority for the condemnation or acquisition of interests in

real or personal property, and Tenant shall retain all such amounts payable to it.

(i) In the event of any such taking of the Premises or access thereto, all Rent or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated.

**19. DEFAULTS AND BANKRUPTCY.**

(a) In the event (each an "**Event of Default**"):

(i) The Tenant shall fail to pay any installment of Base Rent, Additional Rent or other sums herein specified within five (5) days of any due date, and shall fail to cure within five (5) days of written notice, provided, however, Landlord shall not be required to give more than two (2) notices and opportunities to cure in any calendar year with regard to the late payment of Base Rent or Additional Rent;

(ii) The Tenant shall fail to perform or observe any other of the Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within fifteen (15) days after written notice thereof, or, in the event of non-monetary defaults, such longer time as is reasonably required provided the Tenant is diligently proceeding to cure the default, but in no event more than thirty (30) days;

(iii) The Tenant shall be declared bankrupt or insolvent according to law, or, if any general assignment shall be made of Tenant's property for the benefit of creditors or any receiver or trustee is appointed for all or any portion of the Tenant's property or any involuntary or voluntary proceedings are commenced under any bankruptcy or similar laws for reorganization or arrangements to settle, satisfy or extend payment of debts which is not dismissed within sixty (60) days of filing;

(iv) The Tenant fails to fully comply in any material respect with the condominium documents and any additional rules and regulations adopted by the trustees of the condominium and fails to cure such failure to comply within fifteen (15) days of written notice of such failure or such longer time as is permitted by the condominium documents or the trustees otherwise agree in writing; or

(v) If the Tenant's interest in this Lease shall be taken by execution or other process of law or devolve upon or pass to another person by operation of law or otherwise other than as permitted hereunder;

then the Landlord shall have the right thereafter, while such Event of Default continues, to declare the term of this Lease ended, without releasing Tenant in whole or in part, from its obligations under the Lease (none of which shall be released or waived) or without otherwise prejudicing to any remedies which might be otherwise used for arrears of rent or other default.

(b) If this Lease shall have been terminated as provided in Section 19 (a), then Landlord may, without further notice re-enter the Premises either by summary proceedings, ejectment or otherwise, and to remove and dispossess Tenant and all other persons and any and all property from the same, as if this Lease had not been made. Landlord agrees to use reasonable efforts to mitigate damages after a Tenant default.

(c) In the event that this Lease is terminated under any of the provisions contained in Section 19 (a), Tenant covenants and agrees forthwith to pay and be liable for, on the days originally fixed herein for the payment thereof, amounts equal to the several installments of Base Rent and other Rent and charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if Landlord has not entered or re-entered, as aforesaid, and whether the Premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the Term, and for the whole thereof, but in the event the Premises be re-let by Landlord, Tenant shall be entitled to a credit in the net amount of rent and other charges received by Landlord in reletting, after deduction of all reasonable out of pocket expenses incurred by Landlord in reletting the Premises (and not reimbursed by third persons) (including, without limitation, remodeling costs, brokerage fees and the like), and in collecting the rent in connection therewith, in the following manner:

Amounts received by Landlord after reletting shall first be applied against such Landlord's reasonable out of pocket expenses, until the same are recovered, and until such recovery, Tenant shall pay, as of each day when a payment would fall due under this Lease, the amount which Tenant is obligated to pay under the terms of this Lease (Tenant's liability prior to any such reletting and such recovery not in any way to be diminished as a result of the fact that such reletting might be for a rent higher than the rent provided for in this Lease); when and if such expenses have been completely recovered, the amounts received from reletting by Landlord as have not previously been applied shall be credited against Tenant's obligations as of each day when a payment would fall due under this Lease, and only the net amount therefor shall be payable by Tenant. The Tenant shall not be entitled to a credit of any kind be due for any period after the date when the term of this Lease is scheduled to expire according to its terms.

(d) At any time within eighteen (18) months after such termination and whether or not Landlord shall have collected any damages as aforesaid, as liquidated final damages and in lieu of all other damages beyond the date of notice from Landlord to Tenant, at Landlord's election, Tenant shall pay to Landlord such a sum as at the time of the giving of such notice represents the amount of the excess, if any, of (i) the total rent and other benefits which would have accrued to Landlord under this Lease from the date of such notice for what would be the then unexpired Lease Term discounted to present value using a discount rate of two (2%) percent (but not including any unexercised Extension Options) if the Lease terms had been fully complied with by Tenant (ii) over and above the then cash rental present value (in advance) of the Premises for the balance of the Term. For purposes of calculating the amount of Rent that would have been payable under the Lease for any future period, the Base Rent shall be calculated as provided in Section 5(a) and the Additional Rent component of Rent shall be computed on the basis of the average monthly amount of Rent accruing during the twenty-four (24) months preceding the Event of Default to which the termination relates (excluding, if applicable, months during which Tenant received abated rent or rent concessions of any kind, or during which the Building was not yet fully included in the tax assessment).

(e) In case of any Event of Default re-entry, dispossession by summary proceedings or otherwise following an Event of Default, Landlord may (i) re-let the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term of terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease and may grant concessions or free rent to the extent that Landlord considers advisable or necessary to re-let the same and (ii) may make such alterations and repairs in the Premises as Landlord in its reasonable judgment considers advisable or necessary for the purpose of reletting the Premises; and the making of such alterations, repairs and decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Provided Landlord has used reasonable efforts to mitigate damages after an Event of Default, Landlord shall not be liable, in any way whatsoever for failure to re-let the Premises, or, in the event that Premises are re-let, for failure to collect the rent under re-letting.

(f) The specified remedies to which Landlord may resort hereunder are not intended to be exclusive of any remedies or means of redress to which Landlord may at any time be entitled lawfully upon an Event of Default, and Landlord may invoke any remedy (including the remedy of specific performance) allowed at law or in equity as if specific remedies were not herein provided for. Further, nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

(g) Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days, or if thirty (30) days is not reasonably sufficient time, such additional time as is reasonably required to correct any such default so long as Landlord has diligently commenced and is diligently pursuing a remedy of such default, after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

(h) Even though there has occurred an Event of Default, the Lease shall continue in effect for so long as Landlord does not terminate Tenant's right of possession as described above, and Landlord may enforce all of its rights and remedies under the Lease, including without limitation, the right to receive Rent as it becomes due, and the right to draw on the Security Deposit, in whole or in part. If there occurs an Event of Default, the Landlord, without being under any obligation to do so and without thereby waiving such Event of Default, may remedy such Event of Default for the account and at the expense of the Tenant. If the Landlord makes any reasonable out of pocket expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligation incurred, with interest rate equal to the greater of (i) eighteen (18%) percent or (ii) the aggregate of (i) the Prime Rate as published by the Wall Street Journal from time to time, plus (ii) six (6%) percent per annum, and costs, shall be paid to the Landlord by the Tenant as Additional Rent

(i) If the Tenant shall become a debtor under the United States Bankruptcy Code, 11 U.S.C. §§101 et seq. (the "**Bankruptcy Code**") then, to the extent that the Bankruptcy Code may be applicable or affect the provisions of this Lease, the following provisions shall also be applicable. If the trustee or debtor in possession shall fail to elect to assume this Lease within the time period prescribed by law after the commencement of a case under the Bankruptcy Code, this Lease shall be deemed to have been rejected; and the Landlord shall be thereafter immediately entitled to possession of the Premises and this Lease shall be terminated subject to and in accordance with the provisions of this Lease and of law (including such provisions for damages). No election to assume (and, if applicable to assign) this Lease by the trustee or debtor in possession shall be permitted or effective unless: (i) all Events of Defaults shall have been cured and the Landlord shall have been provided with adequate assurances reasonably satisfactory to the Landlord, including (a) any reasonably required guaranties and/or security deposits, and (b) any other reasonably required assurances that there will continue to be sufficient funds and personnel available to professionally promote, staff and operate the Premises in strict compliance with all provisions of this Lease; and (ii) neither such assumption nor the operation of the Premises subsequent thereto shall, in the Landlord's reasonable judgment, cause or result in any further Event of Default, or disrupt the tenant mix of the Property; and (iii) the assumption and, if applicable, the assignment of this Lease satisfies in full the provisions of the Bankruptcy Code, including, without limitation, Sections 365(b)(1) and (3) and (f)(2); and (iv) the assumption has been ratified and approved by order of such court or courts as have final jurisdiction over the Bankruptcy Code and the case. No assignment of this Lease by the trustee or debtor in possession shall be permitted or effective unless the proposed assignee likewise shall have satisfied (i), (ii), (iii) and (iv) of the preceding sentence regarding such assignment,

and any such assignment, shall, without limitation, be subject to the provisions of Section 13 hereof. When pursuant to the Bankruptcy Code the trustee or debtor in possession is obligated to pay reasonable use and occupancy charges, such charges shall not be less than the Base Rent and other charges specified herein to be payable by the Tenant. Neither the Tenant's interest or estate in the Premises herein or created hereby nor any lesser interest or estate of the Tenant shall pass to anyone under any law of any state or jurisdiction without the prior written consent of the Landlord. In no event shall this Lease, if the term hereof has expired or has been terminated in accordance with the provisions of Section 19 of this Lease, be revived, and no stay or other proceedings shall nullify, postpone or otherwise affect the expiration or earlier termination of the term of this Lease pursuant to the provisions of this Section 19 or prevent the Landlord from regaining possession of the Premises thereupon.

20. **NOTICE.** Any notice, demand or request from the Landlord to the Tenant relating to the Premises or to the occupancy thereof shall be in writing and shall be deemed duly served if mailed to the Tenant at the Premises registered or certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight courier service. Any notice from the Tenant to the Landlord relating to the Premises or to the occupancy thereof shall be deemed duly served if mailed to the Landlord by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier service addressed to the Landlord at such address as the Landlord may from time to time advise in writing. All rent and notices shall be paid and sent to the Landlord at the address set forth above, unless notice is given of an alternative mailing addresses in the manner prescribed above. Notices shall be deemed to have been received or given upon the date of actual receipt or the date on which the addressee refused receipt. Attorneys for the parties may give any notice permitted or required to be given hereunder.

21. **SURRENDER.** The Tenant shall at the expiration or earlier termination of this Lease remove all Tenant's goods and effects from the Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Tenant, either inside or outside the Premises). Tenant shall deliver to the Landlord the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in the same condition as they were at the commencement of the Term, or in the case of permitted alterations, additions and improvements as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty and condemnation and repairs which are the responsibility of Landlord only excepted. In the event of the Tenant's failure to remove any of Tenant's property from the Premises, Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder.

Tenant recognizes that the Landlord may be required to guarantee delivery of possession to the new occupant promptly upon the expiration or earlier termination of this Lease. Accordingly, Tenant specifically agrees to remove all of its goods and effects and to deliver full possession of the Premises to Landlord not later than the date of the expiration or earlier termination hereof in order to avoid substantial, and perhaps irreparable harm to Landlord, Tenant agrees that Landlord shall have all remedies available at law or in equity for Tenant's failure so to do. In addition to use and occupancy fees as calculated in the next paragraph, Tenant shall be responsible for all consequential and incidental damages caused to Landlord as a result of any holding over.

In addition to all such remedies, Tenant further agrees that any holding over by it which has not been consented to in writing by Landlord shall be treated as a tenancy at sufferance at (i) two hundred (200%) percent of the monthly Base Rent, plus (ii) Additional Rent and other charges then applicable as of the date of the expiration or earlier termination of this Lease, pro-rated on a daily basis and such

tenancy at sufferance shall otherwise be on the terms and conditions set forth in this Lease so far as applicable. Any monies received after the termination date of the Lease will be applied for "use and occupancy only" and will not reestablish the tenancy and shall otherwise be on the terms and conditions set forth in this Lease, as far as applicable.

**22. BROKERAGE.** Landlord and Tenant represent and warrant to each other that it has not dealt with any broker in connection with the Premises, and shall indemnify each other as a result of the falsity or inaccuracy of the foregoing representation from any claims for brokerage commission and any brokerage commission found to be owing to any broker. Tenant hereby indemnifies Landlord for any claims for commission by any third parties other than Broker arising from the acts or conduct of Tenant and Landlord hereby indemnifies Tenant from any claims for commission arising from any acts or conduct of Landlord and from any claims of the Broker.

**23. QUIET ENJOYMENT.** Tenant shall, upon paying the Rent reserved hereunder and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed, peaceably and quietly have and hold the Premises without hindrance or molestation by any person or persons lawfully claiming by, through or under, Landlord, subject, however, to the terms of this Lease.

**24. WAIVER OF SUBROGATION.** Landlord and Tenant hereby release each other, to the extent of their respective insurance coverages or insurance coverages required to be carried pursuant to this Lease, whichever is greater, from any and all liability for any loss or damage caused by fire, any of the extended coverage casualties, or other casualties insured against, even if such fire or other casualty shall be brought about by the fault or negligence of the party benefited by the release of its agents, provided, however, this release shall be in force and effect only with respect to loss or damage occurring during such time as the policies of fire, extended coverage and other insurance, maintained by the releasing party shall contain a clause to the effect that such release shall not affect said policies or the right of the releasing party to recover thereunder. Landlord and Tenant each agree that their respective fire, extended coverage, and other insurance policies will include such a clause so long as the same is obtainable and includable without extra cost, or if extra cost is chargeable therefor, so long as the party benefited by such clause pays such extra cost. If cost is chargeable therefor, the party maintaining such insurance will so advise the other party of the amount thereof. The other party, at its election, may pay the same, but shall not be obligated to do so. To the extent that Tenant is a self-insurer with respect to its personal property, Tenant shall make no claims against Landlord for any damage to said property, regardless of the cause.

**25. ENTIRE AGREEMENT; EXECUTION AND HEADNOTES.** This Lease together with all Exhibits referred to herein and the Summary of Basic Terms sets forth the entire agreement between the parties hereto and supersedes and replaces all prior agreements and understandings, including, without limitation, the letter of intent dated November 10, 2017. This Lease cannot be modified or amended, except by a writing duly executed by the respective parties. This Lease is executed as a sealed instrument and in multiple counterparts, all copies of which are identical, and any one of which is to be deemed to be complete in itself and may be introduced in evidence or used for any purpose without the production of any other copy. The head notes throughout this Lease are for convenience of reference only, and shall in no way be held or deemed to define, limit, explain, describe, modify or add to the interpretation, construction or meaning of any provision of this Lease. This Lease has been negotiated by the parties and any ambiguity in any provision shall not be construed against either party as drafter.

**26. NO WAIVER.** No assent, express or implied, by the Landlord or Tenant to any breach of any agreement or condition herein contained on the part of the Tenant or Landlord to be performed or observed, and no waiver, express or implied, of any such agreement or condition shall be deemed to be a

waiver of an assent to any succeeding breach of the same or any other agreement or condition; the acceptance by the Landlord of Rent or other payment hereunder, or silence by the Landlord or Tenant as to any breach, shall not be construed as waiving any of the Landlord's or Tenant's rights hereunder unless such waiver shall be in writing. No acceptance by Landlord of a lesser sum than the Base Rent, Additional Rent or any other charge then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or any charge be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Lease.

**27. SUMMARY OF BASIC TERMS.** The Summary of Basic Terms, which is affixed to this Lease, sets forth certain basic terms and information which is thereafter referred to in the main text of this Lease. Every reference to the Summary of Basic Terms, or to a particular item thereon, shall have the effect of incorporating the Summary, or the particular item thereof, into the main text of the Lease.

**28. PARTIAL INVALIDITY.** The invalidity of one or more phrases, sentences, clauses or articles shall not affect the remaining portions of this Lease, and if any part of this Lease should be declared invalid by the final order, decree or judgment of a court of competent jurisdiction, this Lease shall be construed as if such invalid phrases, sentences, clauses or articles had not been inserted.

**29. NO RECORDING.** Except as hereafter provided, neither this Lease nor any memorandum regarding the Lease shall be recorded. At the request of either party, the parties shall execute and record a notice of lease and the cost and expenses of such recording, including recording fees, shall be paid by the party requesting that such a notice be recorded.

**30. RIGHT TO PERFORM TENANT'S COVENANTS.** Tenant covenants and agrees that, if it shall, at any time, fail to make any payment or perform any other act on its part to be made or performed as in this Lease provided, and Tenant fails to cure the same within the time periods set forth in Section 19, or in the event no time period is specified therein, within twenty (20) days of written notice, Landlord, in its sole discretion, may make any payment or perform any other act on the part of the Tenant to be made and performed as in this Lease provided, in such manner and to such extent as Landlord may reasonably deem necessary, and in exercising any such rights, Landlord may pay reasonable necessary and incidental costs and expenses, employ counsel, and incur and pay reasonable out of pocket attorneys' fees. The making of any such payment or the performing of any other act by the Landlord pursuant to this Section shall not waive, or release the Tenant from, any obligations of the Tenant in this Lease contained. All reasonable sums so paid by Landlord and all reasonably necessary and incidental costs and expenses in connection with the performance of any such act by Landlord shall, except as otherwise in this Lease expressly provided, be payable to Landlord within ten (10) days after Landlord presents an invoice (with backup materials) to Tenant, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the non-payment thereof by Tenant as in the case of default by Tenant in the payment of the Base Rent.

**31. LIMITATION OF LANDLORD'S LIABILITY.** The obligations of the Landlord hereunder shall be binding upon Landlord and each succeeding owner of the Landlord's interest hereunder only for the period of such ownership and Landlord and each succeeding owner shall have no liability whatsoever except for its obligations arising during each such respective period. Tenant hereby agrees for itself and each succeeding holder of the Tenant's interest, or any portion thereof, hereunder, that any judgment, decree or award obtained against the Landlord or any succeeding owner of the Landlord's interest, which is in any manner related to this Lease, the Premises or the Tenant's use and occupancy of the Premises or the common areas of the Property, whether at law or in equity, shall be satisfied out of the Landlord's interest in the Premises and the rents and income from the Premises and the proceeds of any

sale of the Premises or any casualty or condemnation proceeds due to the Landlord, subject to the rights of mortgagees, and further agrees to look only to such assets and to no other assets of the Landlord, or any succeeding owner, for satisfaction thereof. Neither the Managers, Members, nor other representatives of Landlord shall have any personal liability hereunder. The foregoing limitation shall not operate to bar the Tenant from seeking injunctive or other equitable relief from a court of competent jurisdiction. In no event shall Landlord ever be liable to Tenant for any indirect, special, consequential or punitive damages suffered by Tenant from whatever cause except in the event of actual damage caused by Landlord's willful misconduct, bad faith or illegal conduct.

**32. NOTICES TO MORTGAGEE; OPPORTUNITY TO CURE.** No act or failure to act on the part of the Landlord which would entitle the Tenant under the terms of this Lease, or by law, to be relieved of the Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) the Tenant shall have first given written notice of the Landlord's act or failure to act to any mortgagee which has previously given the Tenant notice that it holds a mortgage which includes the Premises as part of the mortgaged premises, if any, specifying the act or failure to act on the part of the Landlord which could or would give basis to the Tenant's rights; and (ii) such holder, within twenty (20) days after receipt of such notice, has notified the Tenant that it intends to endeavor to cause the Landlord to correct or cure or itself correct or cure and has failed or refused to correct or cure the condition complained of within a reasonable time thereafter. A "reasonable period of time" as used above means and includes a reasonable time for the mortgagee to obtain possession of the Premises, if the mortgagee elects to do so, and a reasonable period of time to correct or cure the condition if such condition is determined to exist, but in no event more than ninety (90) days from receipt of notice from Tenant. Nothing contained in this Section shall be deemed to impose any obligation on any such holder to correct or cure any such condition.

**33. MISCELLANEOUS.** If any payment of Base Rent or other payment or charge payable to Landlord hereunder or with respect hereto shall not be paid when due (after the receipt of an invoice except in the case of Base Rent, in which case no invoice shall be required), the same shall bear interest from date when same was due and payable until the date paid with interest at rate equal to the greater of (i) eighteen (18%) percent or (ii) a variable rate equal to the aggregate of (i) the Prime Rate as published by the Wall Street Journal from time to time plus (ii) six (6%) percent. In addition, a service fee in the amount of \$250.00 will be charged for each late rent charge invoice prepared in the event rent is not paid on or before the fifth (5th) day of any month.

Unless prohibited by applicable law, the Tenant agrees to pay to the Landlord the amount of all reasonably attorneys' fees and expenses incurred by the Landlord arising out of or resulting from any act or omission by the Tenant with respect to this lease or the Premises or from any bankruptcy case involving the Tenant, including without limitation, any breach by the Tenant of its obligations hereunder or the filing by or against the Tenant of any petition for relief under any applicable bankruptcy law (any bankruptcy matter referred to herein being subject to the provisions of Section 19 hereof).

Further, after the Rent Commencement Date, if the Tenant shall request the Landlord's consent or joinder in any instrument pertaining to this Lease, including, without limitation, a landlord waiver for any of Tenant's lenders, the Tenant agrees promptly to reimburse the Landlord for the reasonable out of pocket attorneys' fees incurred by the Landlord in processing such request, whether or not the Landlord complies therewith; and if the Tenant shall fail promptly so to reimburse the Landlord, same shall be deemed to be a default in the Tenant's monetary obligations under this Lease.

After completion of the Initial Tenant's Improvements, whenever the Tenant shall request approval by the Landlord of plans, drawings, specifications, or otherwise with regard to the alteration of the Premises, or subsequent remodeling thereof, installation of signs including subsequent changes

thereof, or the like, the Tenant specifically agrees promptly to pay to the Landlord all reasonable out of pocket costs and expenses incurred by Landlord or otherwise involved in the review (and re-review, if necessary) and approval or disapproval thereof whether or not approval shall ultimately be given.

34. **TENANT'S OPTION TO EXTEND.** The Tenant shall have the option (the "**Extension Option**") to extend the Term of this Lease specified in Section 3 hereof (herein referred to as the "**Original Term**") for one (1) successive additional period of five (5) years (hereafter referred to as the "**Extended Term**"). Such option to extend may be exercised as hereinafter provided. The Tenant may exercise the aforesaid Extension Option by giving written notice to the Landlord of Tenant's election to extend the Original Term of this Lease, provided that such written notice shall be given no less than twelve (12) months prior to the expiration of the Original Term. Upon exercise of said Extension Option as aforesaid, the Term of this Lease shall be automatically extended by the applicable aforesaid five (5) year period without the requirement of any further instrument, upon the same terms and conditions set forth in this Lease, except that Tenant shall not be entitled and Landlord shall not be obligated to provide any so called "free rent" or tenant improvement allowance or other tenant inducements, and Base Rent for the Extended Term shall be determined as provided in Section 34(a) below. In the event that the Extension Option is duly exercised, all references contained in this Lease to the Term hereof, whether by number of years or number of months, shall be construed to refer to the Original Term hereof, as extended as aforesaid, whether or not specific reference thereto is made in this Lease. If Tenant does not give the written notice of its election to extend at least twelve (12) months prior to expiration of the Original Term, Tenant's right to extend the Term will automatically terminate. Time is of the essence as to the giving of the extension notice.

(a) **Rent During Extended Term.** In the event Tenant exercises its Extension Option as herein provided, Tenant shall pay to Landlord for the Premises annual Base Rent equal to the greater of (i) "Fair Rental Value", as hereinafter determined, or (ii) the sum of Base Rent during the last year of the Original Term plus increased by four percent (4%) annually, and, in any event, shall continue to pay Additional Rent as set forth in Section 5(b).

For purposes of this Lease, "**Fair Rental Value**" shall mean the annual fair rental for the Premises to be leased by Tenant pursuant to its exercise of the Extension Option that would be agreed upon between a landlord and a tenant executing a lease in a comparable building of comparable age for comparable square footage located in the Boston Metrowest market for a comparable term in light of all of the other business terms of the Lease, taking the following assumptions into account while determining "Fair Rental Value":

- (i) the Landlord and Tenant are well informed and well advised and each is acting in what it considers its own best interests;
- (ii) the rental shall reflect the condition of the Premises and all residual value of any improvements to the Premises;
- (iii) the method by which square footage is measured is similar to the measure used in the Lease; and
- (iv) the credit worthiness of the tenant is similar to the credit worthiness of Tenant at the time the Extension Option is exercised.

(b) **Determination of Fair Rental Value.** In the event the Tenant exercises its option to extend for the Term, then upon written request given by Tenant to Landlord, Landlord shall, within thirty (30) days of such request, give written notice to Tenant of Landlord's determination of the aforesaid Fair

Rental Value of the Premises for the Extended Term. The amount so designated by Landlord shall be the annual Base Rent for the Premises for the Extended Term, unless, within fifteen (15) days after Landlord shall have given such notice, Tenant shall give notice to Landlord exercising Tenant's right of appraisal as set forth in subsection (e) below to determine such Fair Rental Value, in which event such Fair Rental Value shall be determined by the appraisal process thereunder.

Should Tenant elect to exercise its rights of appraisal and should the appraisal not have been concluded prior to the date on which Tenant's obligation to pay Rent for the Extended Term, Tenant shall pay annual Base Rent in the amount equal to the then expiring Base Rent increased by four percent (4%), at least until the appraisal is completed. If the Fair Rental Value as determined by appraisal is greater than the amount paid by Tenant, then any adjustment required to correct the amount previously paid shall be made by payment by the appropriate party within ten (10) days after such determination of Fair Rental Value.

(c) Conditions Precedent to Exercise. Notwithstanding any contrary provision of this Section 34 or any other provision of this Lease, the Extension Option and any exercise thereof by Tenant shall be void and of no effect unless on the date Tenant notifies Landlord that it is exercising the Extension Option and on the date of commencement of the Extension Term (i) this Lease is in full force and effect and (ii) no Event of Default on the part of Tenant is pending or continuing under this Lease.

(d) Intentionally Deleted

(e) Appraisal of Fair Rental Value. In the event that Tenant disputes the amount claimed by Landlord as Fair Rental Value, and such dispute cannot be resolved by mutual agreement, the dispute shall be submitted to the appraisal process hereinafter set forth. The amount of Fair Rental Value determined pursuant to such appraisal process shall be final and binding between the parties. The appraisal process shall be conducted as follows:

(1) Tenant shall make demand for an appraisal in writing within fifteen (15) days after receipt of Landlord's written determination of Fair Rental Value given under Section 34(b) specifying therein the name and address of the person to act as the appraiser on its behalf. The appraiser shall be a real estate appraiser with at least ten (10) years' experience in the field and a qualified member of the Appraisal Institute, or any successor of such Institute (or if such organization or successor shall no longer be in existence, a recognized national association or institute of commercial real estate appraisers) familiar with the fair market rent of commercial space in the Boston Metrowest market area. Failure on the part of Tenant to make a timely and proper demand for such appraisal shall constitute a waiver of the right thereto. Within fifteen (15) business days after the service of the demand for appraisal, Landlord shall give notice to Tenant, specifying the name and address of the person designated by Landlord to act as appraiser on its behalf who shall be similarly qualified. If Landlord fails to notify Tenant of the appointment of this appraiser, within or by the time above specified, then the appraiser appointed by Tenant shall be the sole appraiser to determine the issue.

(2) In the event that two (2) appraisers are chosen pursuant to Section 34(e)(1) above, the appraisers so chosen shall meet within ten (10) business days after the second appraiser is appointed, and, if within ten (10) business days after such first meeting the two appraisers shall be unable to agree upon a determination of Fair Rental Value (which may escalate each year during said five (5) year term, as determined by the appraisers), such appraisers shall appoint a third appraiser, who shall be a competent and impartial person with qualifications similar to those required of the first two appraisers. In the event the two initially appointed appraisers are unable to agree upon such appointment within five (5) business days after expiration of said ten (10) day period, the third appraiser shall be selected by the Landlord and Tenant, if they can agree thereon, within a further period of ten (10) business days. If the

parties do not so agree, then either party, on behalf of both, may request appointment of such a qualified person by an officer of the American Arbitration Association in Boston. The three (3) appraisers shall decide the dispute, if it has not previously been resolved, by following the procedure set forth in Section 34(e)(3) below.

(3) Where the issue cannot be resolved by agreement between the two appraisers selected by Landlord and Tenant or settlement between the parties during the course of the appraisal process, the issue shall be resolved by the three appraisers in accordance with the following procedure. Within fifteen (15) days after the third appraiser has been selected, the Landlord's appraiser and the Tenant's appraiser shall provide to the third appraiser such information and documentation as each such appraiser deems relevant to the determination of Fair Rental Value and setting forth its determination of the Fair Rental Value for each year of the extended term, supported by the reasons therefor, with counterpart copies to the other party. Within fifteen (15) days after submission of materials by the Landlord's and Tenant's appraiser, the third appraiser shall determine its determination of the Fair Rental Value, which shall not be higher than Fair Rent Value as determined by the Landlord's appraiser or lower than the Fair Rent Value as determined by the Tenant's appraiser. If the Base Rents are escalating, then the third appraiser shall take the escalation into effect in establishing the Base Rent for each year of the term or in establishing a blended rate for the five (5) year term. All such determinations of Fair Rental Value shall be final and binding upon the parties. This provision for determination by appraisal shall be specifically enforceable to the extent such remedies are available under applicable law, and any determination hereunder shall be final and binding upon the parties hereto, and either party shall have the right to enter judgment thereon, unless otherwise provided by applicable law. If a determination of Fair Rental Value is to be made pursuant to this Section 34, Landlord and Tenant shall each pay for the fees and disbursements of any appraiser appointed by it and shall share equally in the fees and expenses of any third appraiser.

(4) In the event of a failure, refusal or inability of any appraiser to act, his successor shall be appointed by him, but in the case of the third appraiser, his successor shall be appointed in the same manner as provided for appointment of the third appraiser.

**35. WAIVER OF TRIAL BY JURY.** It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by the parties hereto on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage, and any emergency, summary or statutory remedy.

**36. RELATIONSHIP OF PARTIES.** Nothing herein contained shall be deemed or construed by the parties hereto, nor by a third party, as constituting Landlord a partner of Tenant in the conduct of Tenant's business, or as creating the relationship of principal and agent or joint venturers between the parties hereto, it being the intention of the parties hereto that the relationship between them is and shall at all times be and remain that of Landlord and Tenant only. Unless otherwise indicated herein, time is of the essence of this Lease and the terms and conditions hereof.

**37. INTERPRETATION.** Wherever in this Lease the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The article headings used herein are for reference and convenience only. The words "re-enter" and "reentry" as used in this Lease are not restricted to their technical legal meanings. It is agreed that the terms and provisions of this Agreement have been the result of negotiations between the parties and that neither party shall be considered the drafter for purposes of resolution of uncertainties, or in interpretation of the terms and provisions hereunder contained.

**38. APPLICABLE LAW.** This Lease shall be governed by, and construed in accordance with the laws of The Commonwealth of Massachusetts.

**39. SUBMISSION OF LEASE NOT OFFER.** The submission of this Lease for examination and negotiation does not constitute an offer to lease, a reservation of, or option for, the Premises and shall vest no right in any party. Tenant and/or anyone claiming under or through Tenant, shall have the rights to the Premises as set forth herein, and this Lease shall become effective as a lease, only upon execution, acknowledgment and delivery of a fully signed lease, regardless of any written or verbal representation of any agent, manager or employee of Landlord to the contrary.

**40. AUTHORITY.** The person(s) executing this instrument on behalf of the Tenant hereby covenants and warrants that he or she has been duly authorized and directed to so execute and deliver this Lease on behalf of the Tenant and the person(s) executing this instrument on behalf of the Landlord hereby covenants and warrants that he has been duly authorized and directed to so execute and deliver this Lease on behalf of the Landlord.

**41. PUNITIVE/CONSEQUENTIAL DAMAGES.** Except as expressly provided herein, in no event shall either Landlord or Tenant be responsible to, or liable to the other party for any punitive, special, incidental or consequential damages.

**42. MECHANICS' LIENS.** The Tenant agrees immediately to discharge of record (either by payment or by filing of the necessary bond, or otherwise) any mechanics', materialmen's, or other lien against the Premises and/or the Landlord's interest therein, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for the Tenant in, upon or about the Premises.

The parties hereby acknowledge that, in performing any alterations, additions, or other work (collectively "**Tenant Work**"), Tenant is acting for its own benefit and account, and the parties expressly agree that Tenant will not be acting as Landlord's agent in performing any Tenant Work. The fact that Tenant is required to obtain Landlord's consent prior to commencing any Tenant Work is solely for the benefit of Landlord in determining whether such Tenant Work will adversely affect the Building in which the Premises is located and the granting of Landlord's consent to any Tenant Work shall not be construed to give rights to any other parties. Tenant shall require any contractor who performs Tenant Work to expressly acknowledge and agree to the provisions of this paragraph.

**43. FORCE MAJEURE.** Neither the Landlord nor the Tenant shall be liable for failure to perform any obligation under this lease, except for the payment of money, in the event it is prevented from so performing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency or for any other cause beyond its reasonable control, but financial inability shall never be deemed to be a cause beyond a party's reasonable control, and in no event shall either party be excused or delayed in the payment of any money due under this Lease by reason of any of the foregoing.

**44. ACCESS.** Tenant shall have a non-exclusive right to use/access all common areas of the Property to the extent permitted or allowed by condominium documents, if applicable.

**45. RESTAURANT PROVISION.** The Tenant covenants and agrees that during the entire term of this Lease, the Tenant will conduct in the Premises a gourmet style, high-quality sit-down restaurant principally and primarily for the preparation and sale of gourmet style cuisine, and that the Premises will be kept clean at all times. The Tenant agrees to use all efforts which may be necessary to

minimize odors and noises in the Premises and emitted therefrom. The Tenant further agrees that it will, promptly upon receipt of written notice from the Landlord, take whatever steps may be necessary in order to comply with improvements of food, service, appearance, and the like in the Premises, as reasonably requested by the Landlord from time to time; and failure so to do shall be deemed to be a material default hereunder, invoking all of the provisions with respect to default contained in this instrument. In addition, whether installed within or outside of the Premises, any so-called grease traps/interceptors shall be cleaned and maintained on a regular schedule and in accordance with any applicable governmental authorities.

Further, the Tenant agrees to maintain a contract with a licensed pest control contractor reasonably acceptable to the Landlord, which contract will provide for the monthly application of necessary pest control materials in the Premises. The Tenant agrees to provide the Landlord with a copy of such contract and evidence of such monthly applications on the written request of the Landlord. Notwithstanding the foregoing, if provision is made by the Landlord for pest control by a contractor, then Tenant agrees to use said contractor for its pest control and to pay when due all charges at the rates established therefor from time to time provided said charges and rates are market competitive. If the Tenant fails so to pay for such pest control, the Landlord shall have the same remedies (even if such payment is due to such contractor and not to the Landlord) as the Landlord has for nonpayment of rent hereunder.

#### **46. SALE OF LIQUOR.**

(a) Liquor License. The Tenant agrees to apply for, seek and use all diligent efforts to obtain, and to have duly approved by the appropriate governmental authorities and officials of the Town of Natick and the Commonwealth of Massachusetts, as soon as possible, a so-called all alcoholic beverages liquor license or a wine, malt beverage and liqueur license (the "**Liquor License**") permitting the Tenant to sell beer, wine, liquor and other alcoholic beverages (or wine, malt beverage and liqueur if the Tenant holds only a wine, malt beverage and liqueur license) for consumption within the Premises, subject to and in accordance with all applicable provisions of law and this Lease. For the purposes hereof, such Liquor License shall be considered to have been "obtained" when the same has been purchased by and assigned or granted to the Tenant, and the Tenant has received the approval thereof required from the appropriate governmental authorities and officials of the Town of Natick and the Commonwealth of Massachusetts (subject only, if applicable, to final issuance) and with all applicable appeal periods having expired. The Tenant further agrees throughout the term of this Lease to use all reasonable efforts and diligence to maintain the Liquor License in full force and effect and good standing.

(b) Sale of Liquor. Provided that the Tenant (i) succeeds in obtaining the Liquor License as aforesaid, (ii) complies with all state, municipal and other governmental laws, regulations and rules with respect to the sale of liquor and all alcoholic beverages as aforesaid, and (iii) complies with applicable provisions of this Lease, the Landlord agrees that the Tenant named in this Lease, and any permitted assignee or sublessee of the Tenant, or (ii) any transferee of the Tenant's stock or survivor of any merger, reorganization or consolidation involving the Tenant, provided said party has a the requisite Liquor License and the Landlord has consented to such assignment or sublease in accordance with Section 13 hereof (or, in the case of a sale of the Tenant's business, where no consent is necessary, the transfer otherwise complies with the first paragraph of Section 13), shall have the right to sell liquor at retail for consumption within the Premises, subject to and in accordance with all applicable provisions of the Liquor License and this Lease.

(c) Indemnity and Liability Insurance. Without limiting the generality of Section 16 of this Lease, the Tenant agrees to indemnify and hold harmless the Landlord from and against any and all claims and any and all loss, cost, damage or expense relating to the sale of liquor and all alcoholic

beverages in and from the Premises, including, without limitation, any such claim arising from any act, omission or negligence of the Tenant, or the Tenant's contractors, licensees, agents, employees or invitees, or from any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring from and after the date that possession of the Premises is delivered to the Tenant until the end of the term of this Lease, whether such claim arises or accident, injury or damages occurs within the Premises, or outside the Premises. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities (including, without limitation, reasonably attorneys fees, court costs and other reasonable disbursements) incurred or made in connection with any such claim or proceeding brought thereon, and the defense thereof, and shall survive the termination of this Lease. It is understood that without this indemnification of the Landlord by the Tenant, the Landlord would not enter into this Lease and would not permit the sale of alcoholic beverages in or from the Premises, and the Tenant covenants that the Tenant's liability insurance referred to in this Lease shall cover, indemnify and hold harmless the Landlord from all such matters and items mentioned in this indemnity.

Without limiting the generality of other provisions of this Lease regarding insurance coverage to be maintained by the Tenant, including the provisions of Section 13 and Section 17 hereof, for such period of time as the Tenant shall sell liquor or other alcoholic beverages, the Tenant agrees to maintain with a responsible and qualified insurance company approved by the Landlord, and with minimum combined limits of at least the minimum limits of insurance specified in Section 17 above plus minimum limits of coverage of at least \$2,000,000.00 under an umbrella policy covering excess "liquor law" liability, or such higher limits as the Landlord may from time to time request provided such higher limits are then customarily being carried by first-class stores and restaurants in the Town of Natick selling beer, wine and other alcoholic beverages, the broadest available so-called liquor law liability insurance (sometimes also known as "dram shop" insurance) policy or policies, which shall insure the Tenant and the Landlord (disclosed or undisclosed), and all those claiming by, through or under the Landlord, adequately in the Landlord's good-faith judgment, against any and all claims, demands or actions for personal and bodily injury to, or death of, one person or multiple persons in one or more accidents, and for damage to property, as well as for damages due to loss of means of support, loss of consortium, and the like, including, without limitation, any claims mentioned in the immediately preceding indemnity paragraph; so that at all times the Landlord will be fully protected against any claims that may arise by reason of or in connection with the sale of liquor and alcoholic beverages in and from the Premises. Certificates of such insurance shall at all times be deposited with the Landlord showing current insurance in force and all such policies shall name the Landlord as an additional insured and shall provide that such policies shall not be cancelled or the coverage reduced without at least thirty (30) days' prior written notice to the Landlord, and such certificate shall evidence the same.

(d) Suspension, Denial or Revocation. If at any time after the Tenant obtains the Liquor License, the Liquor License is suspended for any reason, including non-compliance with any governmental conditions, requirements, rules, regulations, ordinances or laws, the Tenant shall promptly (i) deliver to the Landlord written notice of such suspension, and (ii) commence the applicable appeal proceedings and proceed with all due diligence to reinstate the Liquor License. At the time that the Tenant makes any filing with or receives a notice or any other communication regarding a hearing or in connection with any purported such non-compliance from any governmental licensing board, agency, commission or like authority with respect to the Liquor License, the Tenant promptly shall deliver a copy of such filing, notice or other communication to the Landlord.

(e) Security Measures. The Tenant covenants and agrees to maintain order and decorum in and around all portions of the Premises, and if auxiliary personnel shall reasonably be required to maintain such order and decorum the same shall be provided by and at the expense of the Tenant (with the Tenant first having received the Landlord's written approval of the identity and number of such personnel as well as the times when the same are to be used and the locations at which such personnel are

to be stationed) whenever requested by the Landlord. The Tenant shall use all reasonable efforts to avoid any conduct of any kind considered by the Landlord to be improper or offensive, whether occurring in or in the vicinity of the Premises, the Tenant acknowledging that the same would be extremely deleterious to the continued well-being and functioning of the Condominium; and the Tenant agrees immediately to take any steps that the Landlord shall require in order to insure compliance with the foregoing provisions and to insure that liquor and alcoholic beverages served in or from the Premises are not consumed outside such areas within the Premises as are permitted by the Liquor License and under applicable provisions of law and this Lease. In no event will the Premises be used, in whole or in part, as a discotheque, tavern, so-called "singles bar", or the like. In the event that the Landlord determines in the Landlord's good faith judgment that the Tenant has failed to comply in any material respect with the foregoing provisions, immediately following notification (which may be oral) of such failure to the manager or other supervising employee on duty in the Premises at the time, the Landlord shall have the right, in addition to all other rights and remedies hereunder, at law or in equity, to take such steps as the Landlord determines necessary to remedy such failure, including, without limitation, the right exercisable by giving written notice to the Tenant to such effect, to suspend or terminate the Tenant's right to sell liquor and other alcoholic beverages in or from the Premises; and the Tenant will promptly pay to the Landlord all costs and expenses thus incurred, which shall be due and payable on demand as additional rent hereunder.

**47. REPRESENTATIONS AND WARRANTIES OF LANDLORD.**

(a) The Landlord represents and warrants that the Landlord has good and clear record and marketable title to the Premises in fee simple, subject to the mortgage held by Belmont Savings Bank and has full right and lawful authority to enter into this Lease for the full term hereof; that the Premises, except for the aforesaid mortgage are free from any mortgage, deed of trust, encumbrance, easement or restriction under which the Tenant's rights to possession and use of the Premises may be materially and adversely affected.

(b) The Landlord agrees, at Tenant's sole cost, to execute such instruments as may be reasonably required from time to time during the term of this Lease to allow the Tenant to construct a restaurant facility on the Premises and complete the Initial Tenant Improvements.

(c) In exercising its rights as the owner of the Premises in a condominium, Landlord shall vote its interest in a manner that is consistent with its obligations under this Lease for the entire term hereof.

**48. INDEPENDENT COVENANTS.** It is the intention of the parties that the obligations of Tenant under this Lease shall be separate and independent covenants and agreements, and that Base Rent, Additional Rent, and all other sums payable by Tenant hereunder shall continue to be payable in all events, and that the obligations of Tenant hereunder shall continue to be payable in all events, and that the obligations of Tenant hereunder shall continue unaffected.

**49. CONDOMINIUM CONVERSION.** Upon substantial completion of the Building, it is the present intention of the Landlord to establish a Condominium by recording a Master Deed and Declaration of Trust with the Middlesex Registry of Deeds. If, at any time during the Term of this Lease, Landlord elects to convert the Property to a condominium under Massachusetts General Laws c.183A, then the parties shall promptly enter into a written agreement amending this Lease to reflect that the Tenant shall comply with all rules and regulations of the Condominium applicable to the Premises and shall cause all of its employees to comply with all rules and regulations, from time to time established by the condominium and/or its trustees. Landlord shall not, however, be responsible for non-compliance with any such rules and regulations by any other tenant or occupant of the condominium, provided, at the request of the Tenant, in the event of non-compliance with any rules and regulations by any other tenant

or occupant of any unit of the condominium, Landlord shall use reasonable efforts to cause the condominium trust to enforce the same.

Notwithstanding anything to the contrary contained in this Lease, neither the Landlord, nor its successors and assigns, shall be bound to establish the condominium nor otherwise submit the Building and other improvements to be constructed to the provisions of Massachusetts General Laws c 183A, and it shall not be deemed a breach of the Landlord's obligations or duties under this Lease as a result of the failure of the Landlord, or its successors and assigns, to so establish the condominium or otherwise submit the Building and improvements to the provisions of Massachusetts General Laws c 183A. In such event, the Premises shall be deemed to mean a portion of the Building and all references herein to the condominium shall be deemed to mean the Property where the context requires or permits.

[This Page Ends Here – Signature Page Follows]

**IN WITNESS WHEREOF**, the parties have set forth their hands and seals as of the day and year first written above.

**LANDLORD  
STONEGATE WEST CENTRAL LLC**

By: \_\_\_\_\_  
Name: Dean Calivas  
Title: Chief Operating Officer, Stonegate Group,  
LLC, agent for Stonegate West Central LLC

**TENANT  
EAT FARMHOUSE LLC**

By: \_\_\_\_\_  
Name: Dora Tavel-Sanchez Luz, its

By: \_\_\_\_\_  
Name: Gabriel Sanchez Luz, its

**THE COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss

On this \_\_\_\_ day of December 2017, before me, the undersigned notary public, personally appeared the above named Dora Tavel-Sanchez Luz proved to me through satisfactory evidence of identification, which was a \_\_\_\_\_ driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

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

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this \_\_\_\_ day of December 2017, before me, the undersigned notary public, personally appeared the above named Gabriel Sanchez Luz proved to me through satisfactory evidence of identification, which was a \_\_\_\_\_ driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

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

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this \_\_\_\_ day of December 2017, before me, the undersigned notary public, personally appeared the above named Dean Calivas, Chief Operating Officer of Stonegate Group LLC, agent of Stonegate West Central LLC proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as Manager.

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

## **LIST OF EXHIBITS**

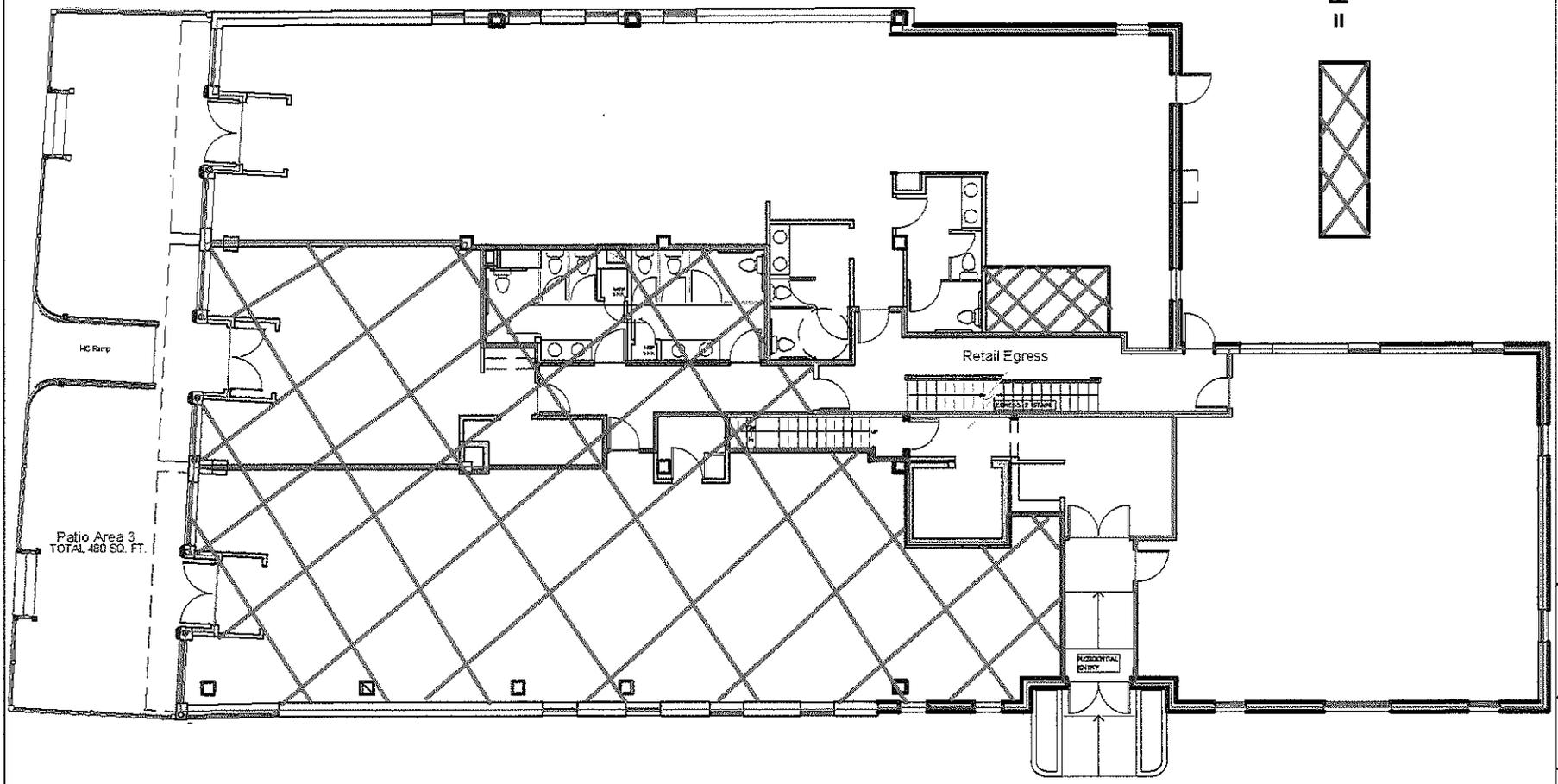
- Exhibit A** Plan of Premises (Section 2)
- Exhibit B** Landlord Work (Section 4 (a))
- Exhibit C** Operating Costs if Condominium is not created (Section 5 (d))
- Exhibit D** Form of Guaranty of Lease (Section 6)
- Exhibit E** Initial Tenant Improvements (Section 12(b))
- Exhibit F** Prohibited Uses (Section 13)
- Exhibit G** Form of Subordination, Non-Disturbance and Attornment Agreement (Section 14)

**Exhibit A**

**Plan  
(Section 2)**

**Attached**

EXHIBIT A



= PREMISES

13 West Central Street  
Natick, MA

TITLE:  
FIRST FLOOR PLAN  
FOR:  
DATE:  
5/4/2017  
SCALE:  
N.T.S.

A

## Exhibit B

### Landlord Work (Section 4(a))

Landlord shall deliver the Premises to Tenant in shell condition described as follows:

- **Electric:** 400 amp, 3-phase service in Retail Space 3 and 150-200 amp, 3-phase service in Retail Space 2. Separately metered. Temporary lighting.
- **Fire Protection:** smoke detectors and exit signs necessary to obtain an occupancy permit for the Building.
- **Fire Sprinkler:** wet system, heads turned up.
- **Plumbing:** water/sewer connections in Retail Space 3, no distribution. Water will be sub-metered.
- **Gas:** gas necessary for HVAC (see below), plus an additional 750 BTU's stubbed to Retail Space 3. Gas separately metered.
- **Grease Trap:** exterior grease trap installed in the front section of the alley by Retail Space 3. Plumbing to grease trap will be the Lessee's responsibility. Use of grease trap to be shared if Retail Space 1 is used as restaurant space.
- **HVAC:** one 2-ton HVAC unit in Retail Space 2 and one 5-ton HVAC unit in Retail Space 3. Conduit to roof in Retail Space 3 is available should tenant require additional HVAC. No distribution provided.
- **Hood Shaft:** shaft only provided in Retail Space 3, no black iron duct.
- All systems shall be delivered in existing locations or as designated by existing building architectural and mechanical plans.

In addition, Lessor shall install an acoustical sound ceiling in the Premises to address noise transmission to the residential units above at its sole cost and expense. Said work shall either be performed by Landlord's contractor, or by Tenant's contractor, if necessary to facilitate Tenant's improvements, provided installation is on terms and conditions agreeable to Landlord in advance. Sound proofing system requires the installation of two layers of 5/8" gypsum wall board hung with ARH-1 vibration isolation hangers with minimally 2" – 3" of mineral fiber insulation in the cavity. Any penetrations of the sound barrier ceiling, including those for Tenant's mechanical ducting, plumbing lines, sprinkler heads and data lines, must be sealed using resilient, non-hardening acoustical caulk. Ceiling mounted loudspeakers are prohibited in the Premises.

## **Exhibit C**

### **Operating Costs if condominium is not created (Section 5(d))**

In the event the Building and Land are not submitted to a condominium form of ownership, then the Tenant shall be responsible for Tenant's Proportionate Share of the following Operating Costs:

- (i) Insurance premiums for the Property, including without limitation, premiums for property and casualty insurance and public liability insurance, each with such endorsements, including a loss of rent endorsement, as the Landlord deems reasonably necessary;
- (ii) Costs for electricity, gas and all other utilities required in the operation and maintenance of the Property (except in the event electricity and/or gas is separately metered, in which case they shall be payable directly by Tenant or other tenants and Operating Costs, for the purpose of this Lease, shall not include electricity or gas for areas other than common areas);
- (iii) Water and sewer use charges for the Property to the extent not separately metered, adjusted so that such costs are equitably allocated depending on estimated usage;
- (iv) Real estate taxes and all other general and special taxes, including assessments for local improvements and other governmental levies, betterments and other charges which may be lawfully charged, assessed or imposed upon the Building and the Property which are paid or payable for a tax year wholly or partially within the term of this Lease, equitably adjusted in the event the term of this Lease does not coincide with the tax year (collectively the "Taxes"). If some method or type of taxation or assessment shall replace in whole or in part, the current method of assessment of Taxes, or the type thereof, Tenant agrees that Tenant shall pay Tenant's Proportionate Share of the same;
- (v) The costs of snow-plowing and removal and landscaping;
- (vi) Amounts paid to independent contractors for services, materials and supplies furnished for or in connection with the operation of the Property except areas which individual tenants are required to maintain;
- (vii) The costs and expenses of services, materials and supplies furnished or used in connection with the operation, maintenance, cleaning and protection of the Property; and the costs and expenses incurred in the maintenance, repair or replacement of the mechanical, electrical, HVAC, plumbing and other building systems, the roof and the other equipment serving or used in connection with or relating to the Property and not serving exclusively the Premises or other rentable space. All such capital expenditures shall be amortized based on a useful life of Five (5) years;
- (viii) The amounts paid to supervisors, janitors, carpenters, mechanics, electricians, and other personnel (including wages, salaries and other compensation, and payroll, social security, disability benefits and the like) and managing agents and for legal, accounting and other professional fees relating to the extent such amounts relate to the operation, management, repair, maintenance, cleaning and/or protection of the Property, but excluding such fees paid in connection with negotiations for or enforcement of leases;

- (ix) All other costs and expenses incurred in connection with or relating to the operation, management, repair, maintenance, cleaning and protection of the Property, which types of expenses shall be similar to those of similar projects in the Boston market; and
- (x) Taxes (other than a Federal or State net income tax) assessed on account of the rents or other charges payable by Tenant to Landlord under this Lease.

Operating Costs shall be computed on an accrual basis and shall be determined in accordance with generally accepted accounting principles consistently applied. They may be incurred directly or by way of reimbursement, and shall include taxes applicable thereto. The following shall be excluded from Operating Costs:

- (aa) Salaries of officers and executives of the Landlord not connected with the operation of the Property;
- (bb) Depreciation and amortization;
- (cc) Costs and expenses, including permit, license and inspection costs, incurred with respect to the installation of tenant improvements made for tenants in the Building or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for tenants or other occupants of the Building;
- (dd) principal payments and interest on indebtedness;
- (ee) Expenses for which the Landlord, by the terms of this Lease or any other lease, makes a separate charge;
- (ff) Leasing fees or commissions, attorneys' fees, and other costs and expenses incurred in connection with negotiations or disputes with prospective tenants of the Building or litigation to collect rent from other tenants of the Building;
- (gg) The cost of repairs or replacements incurred by reason of fire or other casualty or condemnation for which Landlord is reimbursed by insurance.

All Operating Costs shall be reduced by the amount (net of collection costs) of any insurance reimbursement, discount or allowance received by the Landlord in connection with such costs or any real estate tax abatements received to the extent applicable to a Lease Year.

**Exhibit D**

**Form of Guaranty of Lease  
(Section 6)**

**GUARANTY OF LEASE**

Agreement made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between \_\_\_\_\_ (the "Guarantor") and Stonegate West Central LLC (the "Landlord").

**WHEREAS**, \_\_\_\_\_ (hereinafter the "Tenant"), a \_\_\_\_\_ corporation with a principal place of business at \_\_\_\_\_ is desirous of entering into the Lease hereinafter described; and

**WHEREAS**, the Guarantor, the principal shareholder of the Tenant, has requested the Landlord to lease to Tenant the Premises as described in a lease dated of even date between Landlord and Tenant (the "Lease");

**WHEREAS**, the Landlord is unwilling to enter into the Lease unless the Guarantor guaranties said Lease in the manner hereinafter set forth;

**NOW, THEREFORE**, to induce the Landlord to enter into the Lease, the undersigned Guarantor, hereby agrees as follows:

1. (a) The Guarantor hereby unconditionally, jointly and severally, if more than one, guaranties to the Landlord and the successors and assigns of the Landlord the full and punctual payment, performance and observance, by the Tenant, of all the terms, covenants, and conditions in said Lease contained on Tenant's part to be paid, kept, performed and/or observed. The Guarantor waives notice of any breach or default by Tenant.

(b) The Guarantor hereby unconditionally guarantees to the Landlord that (a) the Tenant, subject to the provisions of the Lease shall fully and punctually pay and discharge any and all costs, expenses and liabilities for and or in connection with the construction, equipment and completion of the Initial Tenant Improvements, as defined in the Lease, and all necessary build-out, furnishing and improvements of the Premises in order to obtain a Certificate of Occupancy and open the Tenant for business as a first class, high quality restaurant (collectively the "Improvements"), and also pay and discharge all proper claims and demands for labor, materials and services used for and/or in the construction, equipment and completion of the Improvements; (b) the Premises, and the Building in which the Premises are located, shall be and remain, until such time as the Improvements shall have been completed as herein provided, free and clear of all liens from any and all persons, firms, corporations, or other entities furnishing materials, labor or services for or in the construction, equipment and/or completion of the Improvements; and (c) all other obligations of the Tenant under the Lease shall be paid and/or performed as required under the Lease.

(c) The Guarantor hereby guarantees to the Landlord that (i) in the event the Improvements are not completed and paid for as aforesaid or are not free of all such liens, claims, and demands upon the completion thereof or the taxes, assessments or other costs are not paid for as aforesaid, or the Tenant has not otherwise paid or performed its obligations under the Lease, the Guarantor will fully indemnify and save harmless the Landlord from all losses, costs and damages that the

Landlord may suffer by reason thereof, and (ii) in the event that the Landlord shall reasonably, pursuant to its rights under the Lease (a) cause any construction and/or equipment of the Improvements to be done, (b) pay any reasonable costs in connection with the construction and/or equipment of the Improvements, (c) pay any taxes, assessments or other reasonable costs in respect of the Improvements or Lease (including Rent under the Lease), (d) cause any such lien, claim or demand to be released or paid, or (e) suffer any loss or damage, then, upon notice from Landlord to Tenant and the Guarantor of any of the foregoing or an Event of Default, the Landlord shall be entitled to the payment from the Base Rent Security Deposit and the Improvement Security of all sums to which the Landlord shall be entitled to under this Agreement or the Lease, and (iii) the Guarantor shall, if requested by the Landlord, complete or cause the completion of the construction and the equipment of the Improvements; subject, however, to the obligation of the Landlord to make available to the Guarantor for such purposes the amounts, if any, available therefore from the Improvement Security pursuant to the terms of the Lease.

(d) If, at any time, default (after the giving of any required notice and the expiration of any cure periods) shall be made by the Tenant in the performance or observance of any of the terms, covenants, or conditions in said Lease contained on the Tenant's part to be paid, kept, performed, or observed, the Guarantor will pay, keep, perform, and observe the same, as the case may be, in place and stead of the Tenant.

(e) Anything herein or in the Lease to the contrary notwithstanding, Guarantor hereby acknowledges and agrees that any security deposit or other credit in favor of the Tenant may be applied to cure any Tenant default or offset any damages incurred by Landlord under the Lease, as Landlord determines in its sole and absolute discretion, and Landlord shall not be obligated to apply any such deposit or credit to any such default or damages before bringing any action or pursuing any remedy available to Landlord against Guarantor. Guarantor further acknowledges that its liability under this Guaranty shall not be affected in any manner by such deposit or credit, or Landlord's application thereof.

2. Any act of the Landlord, or the successors or assigns of the Landlord, consisting of a waiver of any of the terms or conditions of said Lease, or the giving of any consent to any manner or thing relating to said Lease, or the granting of any indulgences or extensions of time to the Tenant, may be done without notice to the Guarantor and without releasing or modifying in any way the obligations of the Guarantor hereunder.

3. The obligations of the Guarantor hereunder shall not be released by Landlord's receipt, application or release of security given for the performance and observance of covenants and conditions in said Lease contained on Tenant's part to be performed or observed; nor by any modification of such Lease.

4. The liability of the Guarantor hereunder shall in no way be affected by (a) the release or discharge of the Tenant in any assignment for the benefit of creditors, receivership, bankruptcy, or other proceedings; (b) the impairment, limitation, or modification of the liability of the Tenant or the estate of the Tenant in bankruptcy, or of any remedy for the enforcement of the Tenant's said liability under the Lease, resulting from the operation of any present or future provisions of the Bankruptcy Code or other statute relating to insolvency or from the decision in any court relating to the relief of insolvent debtors; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the Lease by the Tenant; (e) any disability or other defense of the Tenant, except to the extent arising out of the act or omission of Landlord or breach of the Lease by the Landlord or anyone acting by or on behalf of the Landlord; or (f) the cessation for any cause whatsoever of the liability of the Tenant as a result of a breach by the Landlord of Landlord's obligations under this Lease.

5. Until all the covenants and conditions in said Lease on the Tenant's part to be performed and observed are fully performed and observed, the Guarantor: (a) shall have no right of subrogation against the Tenant by reason of any payments or acts of performance by the Guarantor, in compliance with the obligations of the Guarantor hereunder; (b) waives any right to enforce any remedy which the Guarantor now or hereafter shall have against the Tenant by reason of any one or more payment or acts of performance in compliance with the obligations of the Guarantor hereunder; and (c) subordinates any liability or indebtedness of the Tenant now or hereafter held by the Guarantor to the obligations of the Tenant to the Landlord under said Lease.

6. If any demand is made at any time upon the Landlord for the repayment or recovery of any amount or amounts received by it in payment or on account of any of the obligations guaranteed hereunder and if the Landlord pays all or any part of such amount or amounts by reason of any judgment, decree or order of any court or administrative body or by reason of any settlement or compromise of any such demand, the Guarantor will be and remain liable hereunder for the amount or amounts so repaid or recovered to the same extent as if such amount or amounts had never been received originally by the Landlord. The provisions of this section will survive any termination of this Guaranty of Lease and will be and remain effective notwithstanding any contrary action which may have been taken by the Guarantor in reliance upon such payment, and any such contrary action so taken will be without prejudice to the Landlord's rights under this Guaranty of Lease and will be deemed to have been conditioned upon such payment having become final and irrevocable.

7. This Guaranty shall apply to the said Lease, any extension or renewal thereof, and to any holdover term following the term hereby granted or any extension or renewal thereof.

8. This instrument may not be changed, modified, discharged, or terminated orally or in any manner other than by an express written agreement signed by the Guarantor and the Landlord.

9. The obligations of the Guarantor hereunder, if more than one, shall be joint and several.

10. The undersigned individual hereby represents and warrants that (s)he is authorized to execute and deliver this Guaranty to the Landlord.

**IN WITNESS WHEREOF**, the Guarantor has executed this Guaranty as an instrument under seal as of the day and year first written above.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

**Exhibit E**

**Initial Tenant Improvements  
(Section 12 (b))**

*[To be completed by Tenant]*

## **Exhibit F**

### **Prohibited Uses (Section 13)**

As used in the Lease, the term "Prohibited Use" or "Prohibited Uses" shall mean any of the following uses:

1. Bowling alley;
2. Skating rink;
3. Bar, nightclub or discotheque, except a bar maybe maintained as an accessory use to the principal use of Premises as a first class, high-end, restaurant;
4. Pool room;
5. Massage parlor (except as part of the regular services offered by a doctor, chiropractor, health club or beauty salon), or tattoo or piercing parlor;
6. Any live sporting event, sports or game facility (except for an amusement gallery in conjunction with a restaurant operation);
7. Off-track betting club or facility;
8. Any use which emits or results in strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, creates a hazardous condition, or is used in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse;
9. Any operation primarily used as a storage facility and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;
10. Any "second hand" or "surplus" store;
11. Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);
12. Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any building);
13. Any auction house or similar operation;

14. Any central laundry dry cleaning plant, or laundromat (except that a dry cleaner that performs all dry cleaning outside the Building shall be permitted);
15. Any mortuary or funeral home;
16. Adult bookstore or facility selling or displaying pornographic books, literature or videotapes (materials shall be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality); the parties hereto acknowledge and agree the sale of books, magazines and other publications by a national bookstore of the type normally located in first-class Buildings in the State of Massachusetts (such as, for example, Borders and Barnes & Noble, as said stores currently operate) or the operation of a full-line video store (e.g., Hollywood Video or Blockbuster Video) shall not be deemed a "pornographic use" hereunder;
17. Any so-called "head shop", or other establishment primarily selling or exhibiting marijuana or drug-related paraphernalia;
18. Any training or educational facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, this prohibition shall not be applicable to on-site employee training by any tenant or occupant incidental to the conduct of its business at the Building.
19. Any unlawful use;
20. Any pawn shop, gun shop, or tattoo parlor;
21. Any church or other place of religious worship or meeting hall;
22. Any carnival, amusement park or circus;
23. Any hotel/motel;
24. Any day care center;
25. Any so-called "big box" retail use;
26. Any "fast order food establishment" unless approved by the Planning Board of the city of Boston and, in any event, no drive-through component shall be permitted;
27. Any outdoor kiosk, push carts or similar structures;
28. A so-called "dollar" store or similar discount operation;
29. A liquor store; or
30. A check cashing operation.

**Exhibit G**

**Form of Subordination, Non-Disturbance and Attornment Agreement  
(Section 14)**

**SUBORDINATION, NONDISTURBANCE  
AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT** (this "**Agreement**"), is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, by and among \_\_\_\_\_, a \_\_\_\_\_ corporation having a usual place of business at \_\_\_\_\_ ("**Tenant**"), \_\_\_\_\_, a Massachusetts banking corporation having an address at \_\_\_\_\_ ("**Mortgagee**"), and \_\_\_\_\_, having an address at \_\_\_\_\_ ("**Landlord**").

**BACKGROUND**

A. Landlord is the owner of certain land located at \_\_\_\_\_ County, Massachusetts (the "**Land**"), and the improvements situated thereon (the "**Improvements**"). The Land is more particularly described on Exhibit A attached hereto and made a part hereof. The Land and the Improvements are collectively referred to in this Agreement as the "**Property**."

B. The Property is encumbered by a certain Mortgage, Security Agreement and Financing Statement dated, or to be dated on or about \_\_\_\_\_, recorded in the \_\_\_\_\_ Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, and filed with the \_\_\_\_\_ Registry District of the Land Court as Document No. \_\_\_\_\_ (as increased, renewed, modified, extended, substituted for, replaced or consolidated from time to time, the "**Mortgage**") in favor of the Mortgagee.

C. Tenant and Landlord have entered into a certain Lease dated as of \_\_\_\_\_, 20\_\_\_\_ (as amended from time to time, the "**Lease**"), pursuant to which Tenant has leased the Property from Landlord.

D. Tenant, Mortgagee and Landlord desire to set forth their agreement to the matters set forth below.

**NOW, THEREFORE**, in consideration of the matters discussed above and the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Subject to the provisions of this Agreement, the Lease is and shall be subject and subordinate to the Mortgage (including any and all increases, renewals, modifications, extensions, substitutions, replacements and consolidations thereof) and all advances made or to be made by Mortgagee under the Mortgage.

2. So long as the Lease remains in full force and effect, and so long as no Event of Default (as defined in the Lease) beyond the expiration of any applicable grace or cure period, is then continuing, (a) Mortgagee shall not join Tenant as an adverse or defendant party in any proceedings brought to foreclose or otherwise enforce the Mortgage, (b) this Lease shall not be terminated, and neither Tenant's possession and use of all or any part of the Property nor any possession and use of all or any part of the Property by the

subtenant under any permitted sublease under the Lease, shall be disturbed, by or in connection with any foreclosure or other enforcement of the Mortgage or any related entry on and taking possession of all or any part of the Property, and (c) Mortgagee shall not, in connection with any such foreclosure or other enforcement or any such entry and taking of possession, take any action to terminate this Lease or disturb any such possession and use.

3. If any person (including Mortgagee) succeeds to Landlord's interest in the Property by reason of any foreclosure or other enforcement of the Mortgage or any conveyance in lieu of any such foreclosure (any such person being hereinafter referred to as a "Purchaser"), then, if the Lease then remains in full force and effect, Tenant shall attorn to and recognize that Purchaser as its landlord under the Lease for the balance of the term of the Lease remaining at the time of that Purchaser's succession to Landlord's interest in the Property (including any and all extensions and renewals of that term).

4. Unless the Lease is allowed to be terminated by or in connection with any foreclosure or other enforcement of the Mortgage as provided in Section 2 of this Agreement and is in fact so terminated:

(a) none of Tenant's right, benefits or interests under the Lease shall be disturbed, diminished or impaired by or in connection with any such foreclosure or other enforcement, any conveyance in lieu of any such foreclosure or enforcement or any related entry and taking possession of all or any part of the Property; and

(b) subject to the provisions of Section 6 of this Agreement and the provisions of the Lease limiting the liability of the landlord thereunder, each Purchaser shall be bound by the provisions of the Lease applicable to the balance of the term of the Lease remaining at the time of that Purchaser's succession to Landlord's interest in the Property (including any and all extensions and renewals of that term) and shall be obligated to keep, observe, perform and comply with all provisions of the Lease to be kept, observed, performed or complied with by the landlord under the Lease from and after the date of that Purchaser's succession to Landlord's interest in the Property.

5. If requested by Tenant or any Purchaser after that Purchaser's succession to Landlord's interest in the Property, Tenant and that Purchaser shall promptly execute and deliver, each to the other, any document that may be reasonably necessary or desirable to confirm their respective rights and obligations under Sections 3 and 4 of this Agreement.

6. Notwithstanding anything to the contrary set forth in this Agreement, the Purchaser shall not be:

(a) liable to Tenant for any act or omission of any prior landlord (including Landlord) in connection with or arising out of the Lease, other than any default in the performance of any obligations of the landlord under the Lease to the extent any such default continues after the date of the Purchaser's succession to Landlord's interest in the Property and passage of a period of time sufficient to give the Purchaser a reasonable opportunity to cure that default;

(b) subject to any offsets or defenses that Tenant may have had against any prior landlord (including Landlord) due to any default in the performance of any obligations of the landlord under the Lease, except to the extent any such default continues after the date of the Purchaser's succession to Landlord's interest in the Property and passage of a period of time sufficient to give the Purchaser a reasonable opportunity to cure that default;

(c) liable for the return of any security deposit held pursuant to the Lease, except to the extent any such security deposit shall have been turned over to Mortgagee or the Purchaser;

(d) bound by any rent paid by or on behalf of Tenant to any prior landlord (including Landlord) more than thirty (30) days prior to the due date thereof under the Lease, except to the extent any such rent shall have been turned over to Mortgagee or the Purchaser; or

(e) bound by any modification of the Lease entered into by Tenant and any prior landlord (including Landlord) without Mortgagee's prior written approval or by any voluntary termination of the Lease agreed upon by Tenant and any prior landlord (including Landlord) without Mortgagee's prior written approval, unless, in any such case, Mortgagee's approval thereof was not required under the provisions of the Mortgage or any related loan documents.

7. Notwithstanding anything to the contrary set forth in the Mortgage or in any other agreement between Landlord and Mortgagee, any and all insurance proceeds, condemnation awards and the like shall be made available for repair, replacements, restoration or rebuilding of the Improvements and any other portion of the Property as and to the extent provided in the Lease.

8. No default by Landlord in the performance of its obligations under the Lease that would entitle Tenant to terminate the Lease or to be relieved of any of Tenant's obligations under the Lease shall result in any such termination or relief unless Tenant shall have given written notice of that default to Mortgagee (each, a "**Default Notice**") and Mortgagee shall have failed to cure that default within a reasonable time after receiving the pertinent Default Notice. For purposes of this Section 8, the term "**reasonable time**" means (a) a period of time sufficient to enable Mortgagee, proceeding diligently and in good faith, to cure the pertinent default, including (b) if possession of the Property is reasonably required to enable Mortgagee to cure the pertinent default, a period of time sufficient to enable Mortgagee, proceeding diligently and in good faith, to obtain such possession; provided, however, that, within thirty (30) days after receiving the pertinent Default Notice, Mortgagee shall have given written notice to Tenant of Mortgagee's intention to obtain such possession; provided, further, that the aforesaid period of time shall not exceed sixty (60) days in the aggregate. Nothing set forth in this Section 8 shall be deemed or construed to require Mortgagee to cure any such default.

9. As used in this Agreement, the term "**person**" means any natural person, sole proprietorship, partnership, joint venture, association, trust, estate, limited liability company, corporation (whether or not organized for profit), financial institution, government (and any agency, instrumentality or political subdivision thereof) or other entity, authority or organization of any kind, whether acting for himself, herself or itself or in a representative capacity. Each reference in this Agreement to any gender shall be deemed also to refer to any other gender. As used in this Agreement, unless the context clearly requires otherwise, the singular shall be deemed to include the plural and *vice versa*, and the words "include" and "including" shall be deemed to be followed by the words "without limitation." Each reference in this Agreement to the provisions of this Agreement or the provisions of any other document or instrument shall be deemed to refer to any and all covenants, agreements, terms, conditions and other provisions hereof or thereof.

10. The provisions of this Agreement shall be deemed to be covenants running with the Land. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. Each reference in this Lease to Tenant, Mortgagee or Landlord shall be deemed also to refer to their respective successors and assigns.

11. This Agreement may be executed in one or more identical counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same document. Signature pages may be detached from multiple separate counterparts without impairing the legal effect thereof and may be attached to a single counterpart so that all signature pages are physically attached to the same document.

12. Landlord hereby notifies Tenant that, pursuant to the Mortgage, (a) Landlord has conditionally assigned to Mortgagee Landlord's interest in the Lease and the rents payable thereunder, and (b) Mortgagee is entitled, in the event of any default under the Mortgage (each, a "**Mortgage Default**"), to demand, by written notice to Tenant (each, a "**Payment Demand**"), that Tenant make directly to Mortgagee all payments that otherwise would have been payable to Landlord under the Lease after Tenant's receipt of any Payment Demand (with the exception of the escrowed amounts to insure completion of Tenant's improvements, in which Mortgagee has, and shall assert no claim or interest). Landlord hereby directs Tenant to comply with any Payment Demand received by Tenant until such time as Tenant receives contrary instructions from Mortgagee or from any judicial authority (by court order or otherwise), whether or not Tenant may have received or thereafter may receive any contrary instructions from Landlord. Tenant agrees to comply with any such Payment Demand until such time as Tenant receives any such contrary instructions from Mortgagee or from any judicial authority. Tenant shall be entitled to rely upon any Payment Demand and any such contrary instructions believed by Tenant (acting in good faith) to be genuine, without any obligation on the part of Tenant to make inquiry concerning the occurrence of any Mortgage Default or concerning Mortgagee's right to make any Payment Demand and regardless of any independent knowledge that Tenant may have concerning those matters. Tenant's compliance with any Payment Demand shall not relieve Landlord of or from any of Landlord's obligations under the Lease, and all payments made to Mortgagee as provided in this paragraph shall satisfy Tenant's obligation to make those payments under the Lease.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement under seal as of the day and year first above written.

**TENANT:**

By: \_\_\_\_\_  
Name:  
Title:  
Duly Authorized

**MORTGAGEE:**

By: \_\_\_\_\_  
Name:  
Title:  
Duly Authorized

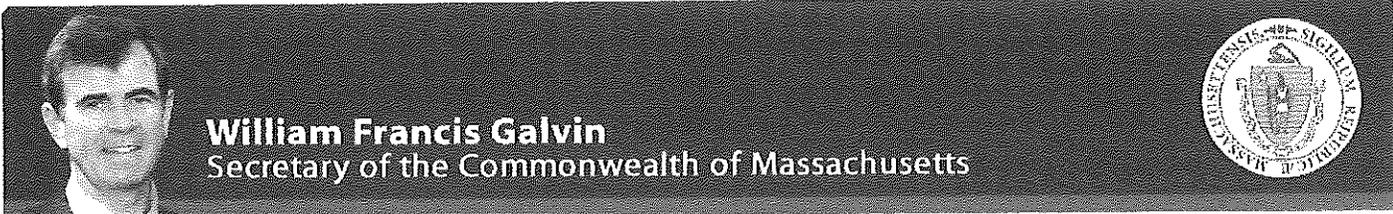


COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.  
COUNTY OF )

On this \_\_ day of \_\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was a \_\_\_\_\_, 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 as \_\_\_\_\_ of \_\_\_\_\_, a Massachusetts \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_  
[Affix Official Seal]

**EXHIBIT A**  
**Description of Land**



**William Francis Galvin**  
Secretary of the Commonwealth of Massachusetts



# Corporations Division

## Business Entity Summary

**ID Number: 001303708**

[Request certificate](#)

[New search](#)

**Summary for: EAT BUTTERCUP, LLC**

<b>The exact name of the Domestic Limited Liability Company (LLC):</b> EAT BUTTERCUP, LLC		
<b>Entity type:</b> Domestic Limited Liability Company (LLC)		
<b>Identification Number:</b> 001303708		
<b>Date of Organization in Massachusetts:</b> 12-20-2017		
<b>Last date certain:</b> 12-31-2105		
<b>The location or address where the records are maintained (A PO box is not a valid location or address):</b>		
Address: 226 BELKNAP RD.		
City or town, State, Zip code,      FRAMINGHAM, MA 01701 USA		
Country:		
<b>The name and address of the Resident Agent:</b>		
Name: DORA TAVEL-SANCHEZ LUZ		
Address: 226 BELKNAP RD.		
City or town, State, Zip code,      FRAMINGHAM, MA 01701 USA		
Country:		
<b>The name and business address of each Manager:</b>		
<b>Title</b>	<b>Individual name</b>	<b>Address</b>
MANAGER	DORA TAVEL-SANCHEZ LUZ	226 BELKNAP RD. FRAMINGHAM, MA 01701 USA
<b>In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:</b>		
<b>Title</b>	<b>Individual name</b>	<b>Address</b>
SOC SIGNATORY	GABRIEL SANCHEZ LUZ	226 BELKNAP RD. FRAMINGHAM, MA 01701 USA
<b>The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:</b>		
<b>Title</b>	<b>Individual name</b>	<b>Address</b>

REAL PROPERTY

DORA TAVEL-SANCHEZ  
LUZ

226 BELKNAP RD. FRAMINGHAM, MA 01701  
USA

**Consent**      **Confidential Data**      **Merger Allowed**      **Manufacturing**

**View filings for this business entity:**

- ALL FILINGS
- Annual Report
- Annual Report - Professional
- Articles of Entity Conversion
- Certificate of Amendment
- Certificate of Incorporation

[View filings](#)

**Comments or notes associated with this business entity:**

[New search](#)

**Payment Confirmation**

**Customer Name** Eat Buttercup, LLC  
**License Type** Retail License Filing Fee

**Current Payment**

**Payment Amount** \$200.00  
**Bank Account Number** \*\*\*\*1277  
**Bank Account Type** Business  
**Bank Routing Number** 211371227  
**Bank Name** MIDDLESEX SAVINGS  
**Name On Account** Eat Farmhouse, LLC  
**E-Mail Address** eatbuttercup@gmail.com

I have authorized Commonwealth ABCC to initiate the entry to my account. I have an agreement with Commonwealth ABCC under which I agreed to be bound by the NACHA Rules. This is a similarly authenticated authorization that satisfies compliance with the Electronic Signatures in the Global and National Commerce Act (15 USC 7001 et seq), which defines electronic records (as contracts or other records created, generates, sent, communicated, received, or stored by electronic means) and electronic signatures. Electronic signatures include, but are not limited to, digital signatures and security codes. I understand I can revoke the authorization by notifying Commonwealth ABCC within 60 days. I have signature authority to this account or have been authorized by an individual who has signature authority to this account to authorize this entry.

I have read and accept the above terms and conditions

Please press Accept to charge your account, and to receive a confirmation number.

## Your Payment Has Been Approved

**Customer Name** Eat Buttercup, LLC

**License Type** Retail License Filing Fee

**Method Of Payment** Checking

**Bank Account Number** \*\*\*\*1277

Your Confirmation Number Is 026009.

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

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**Re: Alcohol Licensing**

1 message

**Brian Lauzon** <[lauzon@natickpolice.com](mailto:lauzon@natickpolice.com)>

Mon, Feb 12, 2018 at 11:18 AM

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

Donna,

Upon review of this application we would make a positive recommendation that it be approved by the BOS as the Town's licensing authority. Please make sure that the petitioners receive a copy of the town's policies as they relate to liquor licenses and alcohol service. If they have any questions they should feel free to contact me directly.

Respectfully,

Lt. Brian G. Lauzon

On Tue, Jan 30, 2018 at 10:44 AM, Donna Donovan <[ddonovan@natickma.org](mailto:ddonovan@natickma.org)> wrote:

Hi Brian,

Attached is an all alcohol license application for Eat Buttercup, LLC. I just included what I thought was pertinent information so let me know if I overlooked anything.

Thanks.

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

# DRAM SHOPPE CONSULTANTS

**Mike Marcantonio**

25 Sylvester Road • Natick, MA 01760

website: [www.masstips.com](http://www.masstips.com)

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800-286-7659 / Outside MA 508-653-7659 / fax 508-650-9575 / E-Mail: [dramshoppe@verizon.net](mailto:dramshoppe@verizon.net)

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February 10, 2018

Dora Tavel-Sanchez Luz  
Eat Farmhouse, LLC  
970 Great Plain Ave.  
Needham, MA 02492

Dear Dora:

Congratulations, you successfully completed the TIPS® Program on 02/10/18. Please allow three weeks for your TIPS® certification card to arrive.

If I can be of assistance with this or anything concerning liquor liability, please feel free to contact me. Visit [www.masstips.com](http://www.masstips.com) online for current classes in your area.

Thank you for your support in the effort to serve alcohol responsibly.

Sincerely,



Mike Marcantonio  
TIPS® Master Trainer

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**MARCANTONIO**  
Nobody gives you better TIPS\*



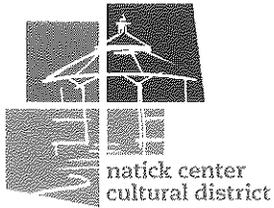
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**ITEM TITLE:** Steve Levinsky-Natick Center Associates  
**ITEM SUMMARY:** a. Natick Center Cultural District 4th Quarter Report  
b. One-Day Alcohol License Request

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memo-A. Pandolf	2/20/2018	Cover Memo
2017 Fourth Quarter Report	2/20/2018	Cover Memo
One-Day Alcohol License Request	2/20/2018	Cover Memo



Natick Center Cultural District  
20 Main St. Suite 208  
Natick, MA 01760  
508.650.8848  
[www.natickcenter.org](http://www.natickcenter.org)

January 15, 2018

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

RE: NCCD Quarterly Update

Dear Natick Board of Selectmen,

The Natick Center Cultural District is requesting to be placed on the agenda for February 20<sup>th</sup> to update the BOS on the activities of the Natick Center Cultural District. At this time, Steve Levinsky will be presenting the latest report to the Board.

We appreciate your time in this matter.

Sincerely,

A handwritten signature in black ink, reading "Athena Pandolf". The signature is written in a cursive, flowing style.

Athena Pandolf  
Executive Director  
Natick Center Cultural District  
20 Main St., Suite 208  
Natick, MA 01760

# 2017 Fourth Quarter Report

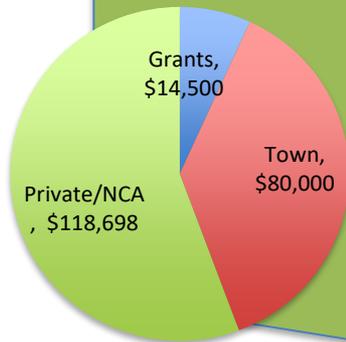
## Highlights

- Spooktacular
- Natick Artists Open Studios
- Small Business Saturday
- Holiday Lighting on the Common
- Holiday Hustle Shopping Event
- Holiday Window Contest
- New events for 2018 – Innovation Nights, ArtWeek and pre-events for Multicultural Day

## Sponsored Programs

- Year-round Farmers' Markets
- Annual Fundraiser
- ArtWeek Events
- Natick Nights
- ArtWalk
- Historical Walking Tours
- Multicultural Day
- Holiday Window Contest
- Holiday Hustle Weekend
- Small Business Saturday

## Revenue



## Expenses



## Partnered Programs

- Innovation Nights
- Natick Artists Open Studios
- Natick Days
- Concerts on the Common
- 4<sup>th</sup> of July Celebration
- Spooktacular
- Natick Earth Day Festival
- Holiday Lighting Celebration



# Natick Center Cultural District Guiding Principles and Goals

## Values

We believe that supporting arts and culture is pivotal to creating a **sustainable economic engine** in Natick Center, and that the success of the Natick Center Cultural District will improve the downtown area for **everyone's benefit**.

## Vision

Natick Center will be a **cultural hub** of MetroWest, serving as a regional destination for arts, culture, dining, shopping, business, special events and community gatherings **for residents and visitors** alike.

## Mission

To cultivate a **lively and diverse downtown neighborhood** by enhancing the cultural, economic and social life of our community.

We are led by an **innovative partnership** of public, private, non-profit and cultural voices.

## STRATEGIC GOALS

### Culture

Develop programs & events...foster creative partnerships

### Community

A popular destination... connect as a community

### Economic Development

Catalyst for attracting new businesses

### Governance

Alliance of landlords, merchants, artists & government

## 2017 PRIORITIES

- Enhance Natick Nights offerings
- Create additional programming in response to community feedback
- Expand public art projects
- Update cultural inventory
- Deepen collaborative relationships
- Install CRM system
- Create better user experience for self-guided walking tours
- Actively partner with economic development initiatives
- Secure additional grant funding





Natick Center Cultural District  
20 Main St. Suite 208  
Natick, MA 01760  
508.650.8848  
[www.natickcenter.org](http://www.natickcenter.org)

February 12, 2018

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

RE: Request for One Day Alcohol License

Dear Natick Board of Selectmen,

The Natick Center Cultural District is requesting to a temporary alcohol license for their upcoming fundraiser on April 14<sup>th</sup> at 7:00 pm at the Walnut Hill School for the Arts, Delbridge Family Center.

The details are as follows:

Name of Applicant: Natick Center Associates, 501 (c)(3)  
Event: Natick's Got "Hidden" Talents, a fundraiser for Natick Center Associates  
Date: Saturday, April 14<sup>th</sup>, 2018  
Time: 7:00 - 11:00 pm  
Location: Walnut Hill School for the Arts at the Delbridge Family Center  
Expected Number of People: 140 attendees maximum  
Purpose: The Annual Natick Center Associates fundraiser which runs the Natick Center Cultural District.  
Purchase of Alcohol: Beer and wine will be purchased through ticket sales at the door. The servers are all TIPS trained.

We appreciate the thoughtful consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Athena Pandolf", written in a cursive style.

Athena Pandolf  
Executive Director  
Natick Center Cultural District  
20 Main St., Suite 208  
Natick, MA 01760

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**ITEM TITLE:** Procurement Officer: Contracts

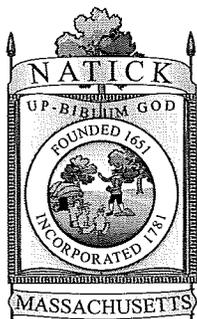
**ITEM SUMMARY:** a. Community & Economic Dev't Director: Amendment #2 to CRT/Beta Contract  
b. Town Clerk: Historic Document Preservation  
c. Cole Center Playground  
d. Mowing and Line Trimming  
e. Pavement Management Engineering  
f. Stormwater Feasibility  
g. Document Management Consulting

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
CRT Design-2nd Amendment to Contract	2/20/2018	Cover Memo
Preservation of Town Books & Documents	2/26/2018	Cover Memo
Cole Center Playground	2/20/2018	Cover Memo
Mowing & Line Trimming	2/20/2018	Cover Memo
Pavement Management Engineering Services	2/20/2018	Cover Memo
Stormwater Feasibility Study	2/20/2018	Cover Memo
Document Management Consultant Procurement	2/20/2018	Cover Memo
Document Management Vendor Justification	2/20/2018	Cover Memo

# TOWN OF NATICK MASSACHUSETTS



**TO:** Natick Board of Selectmen  
William D. Chenard - Acting Town Administrator

**FROM:** Bryan R. Le Blanc, Procurement Officer  
James Errickson, Director, Community Development

**DATE:** January 29, 2018

**SUBJECT: CONTRACT AWARD**  
**Beta Group, Inc./Cochituate Rail Trail Design**

The Town awarded a contract entitled "Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts," dated April 18, 2017 (the "Agreement"). Pursuant to Article 5 of the Agreement ("Payment"), fees for the design tasks to be undertaken by the Contractor, at the direction of the Town, were limited to the available appropriation, which was then designated at two hundred sixty thousand dollars and zero cents (\$260,000.00). Due to unavailability of funds, the Town needed to reduce the sum to two hundred twenty thousand dollars and zero cents (\$220,000.00). In the First Amendment to Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts, between the Parties, dated September 18, 2017 (the "First Amendment") the not to exceed sum was reduced, in Article 5, to \$220,000.00.

The 2017 Natick Fall Town Meeting appropriated additional funds for the Contract, to provide the entire design amount, which shall not exceed three hundred fifty-two thousand forty-five dollars and zero cents (\$352,045.00).

The Second Amendment to Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail will fully fund design; it will still exclude construction administration services. Construction services are still not needed/desired at this time. These points are both noted in modifications, as contained in Article 1 (Scope) and Article 5 (Payment) of the Agreement.

We respectfully request that Natick Board of Selectmen approve the Second Amendment as attached hereto.

We also request that the Town vote to renew the term of this contract for an additional one (1) year term. The new termination date will be April 17, 2019.

The funding to cover the additional sums comes from the following sources:

Accts. 00020575 522725  
00020241 581000

Total \$352,045.00

SECOND AMENDMENT TO CONTRACT FOR  
THE PROCUREMENT OF ENGINEERING SERVICES  
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK, MASSACHUSETTS

This Second Amendment to Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts, by and between the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, by the Natick Board of Selectmen (“The Town of Natick” or “the Town”) and Beta Group, Inc., 6 Blackstone Valley Place, Suite 101, Lincoln, RI 02865 (“the Contractor”) (collectively “the Parties”) is entered into this twenty-sixth day of February, 2018.

WHEREAS, the Parties are parties to a contract entitled “Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts,” dated April 18, 2017 (the “Agreement”);

WHEREAS, pursuant to Article 5 of the Agreement (“Payment”), fees for the design tasks to be undertaken by the Contractor, at the direction of the Town, were limited to the available appropriation, which was then designated at two hundred sixty thousand dollars and zero cents (\$260,000.00);

WHEREAS, due to unavailability of funds, the Town needed to reduce the sum to two hundred twenty thousand dollars and zero cents (\$220,000.00);

WHEREAS, in the First Amendment to Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts, between the Parties, dated September 18, 2017 (the “First Amendment”) the not to exceed sum was reduced, in Article 5, to \$220,000.00;

WHEREAS, 2017 Natick Fall Town Meeting appropriated additional funds for the Contract, to provide the entire design amount, which shall not exceed three hundred fifty-two thousand forty-five dollars and zero cents (\$352,045.00);

WHEREAS, construction services are still not needed/desired at this time; and

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

1. In Article 1 of the Agreement (“Scope”), which was not amended by the First Amendment, delete the second full paragraph and replace the same with the following text:

“The parties specifically acknowledge that construction administration services outlined in Contractor’s Proposal are not needed at this time and are not included in the Scope of Services. Construction administration services would require a separate amendment to this Contract and may require further appropriation.”

2. In Article 5 of the Agreement (“Payment”), as amended by the First Amendment, delete the first four (4) full paragraphs and replace the same with the following text:

“In consideration for the Contractor’s performance of the design work in accordance with the requirements of this Contract, and as directed by the Town, the Town shall pay the Contractor the hourly rates for design, as set forth in the Contractor’s proposal, with a sum not to exceed three hundred fifty-two thousand forty-five dollars and zero cents (\$352,045.00).

The parties agree that design tasks from the Contractor’s proposal, as directed by the Town, and as performed by the Contractor, shall be billed at the hourly rates for design, as set forth in the Contractor’s proposal. The tasks to be performed within such design services shall be at the direction of the Town.

The parties agree that, at present, this Contract is strictly for design and shall not include construction administration services. Completion of any construction administration services would require further appropriation and would require a further contract amendment.”

Except as modified herein, the provisions of the Agreement shall remain in full force and effect.

Executed under seal.

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, Jr.

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

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

Beta Group, Inc.

By:

\_\_\_\_\_  
Signature

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

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

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

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

\_\_\_\_\_

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

Arti P. Mehta  
Comptroller, Town of Natick

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE

\_\_\_\_\_

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

John P. Flynn, Esq.

FIRST AMENDMENT TO CONTRACT FOR  
THE PROCUREMENT OF ENGINEERING SERVICES  
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK, MASSACHUSETTS .

This First Amendment to Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts, by and between the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, by the Natick Board of Selectmen ("The Town of Natick" or "the Town") and Beta Group, Inc., 6 Blackstone Valley Place, Suite 101, Lincoln, RI 02865 ("the Contractor") (collectively "the Parties") is entered into this eighteenth day of September, 2017.

WHEREAS, the Parties are parties to a contract entitled "Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts," dated April 18, 2017 (the "Agreement");

WHEREAS, pursuant to Article 5 of the Agreement ("Payment"), fees for the design tasks to be undertaken by the Contractor, at the direction of the Town, were limited to the available appropriation, which was then designated at two hundred sixty thousand dollars and zero cents (\$260,000.00);

WHEREAS, due to unavailability of funds, the Town needs to reduce the sum to two hundred twenty thousand dollars and zero cents (\$220,000.00); and

WHEREAS, the parties agree to revise the amount of available funds as such.

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

1. In Article 5 of the Agreement ("Payment"), delete the first four (4) full paragraphs and replace the same with the following text:

"In consideration for the Contractor's performance of the design work in accordance with the requirements of this Contract, and as directed by the Town, the Town shall pay the Contractor the hourly rates for design, as set forth in the Contractor's proposal, with a sum not to exceed two hundred twenty thousand dollars and zero cents (\$220,000.00). This amount represents the currently available sums for which the Town has made prior appropriation.

The parties agree that design tasks from the Contractor's proposal, as directed by the Town, and as performed by the Contractor, shall be billed at the hourly rates for design, as set forth in the Contractor's proposal. The tasks to be performed within such design services shall be at the direction of the Town.

The parties agree that, at present, this Contract is strictly for design and shall be limited to the tasks as directed by the Town. The parties agree that, notwithstanding any other provision of this Contract, the total sum for which the Town shall be

responsible presently is limited to two hundred twenty thousand dollars and zero cents (\$220,000.00).

Completion of further design work beyond \$220,000.00 would require further appropriation and would require a further contract amendment. Completion of any construction administration services would require further appropriation and would require a further contract amendment.”

Except as modified herein, the provisions of the Agreement shall remain in full force and effect.

Executed under seal.

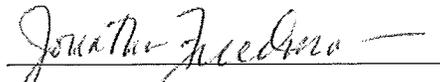
The Town of Natick, Massachusetts

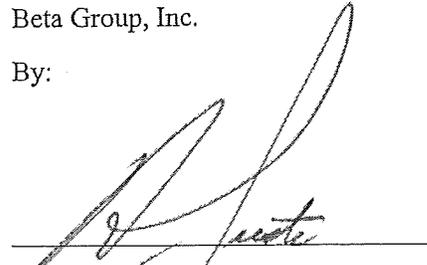
Beta Group, Inc.

By:

By:

The Natick Board of Selectmen

  
Jonathan H. Freedman, Chairman

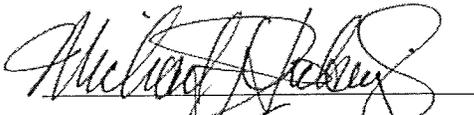
  
Signature

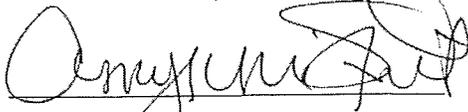
  
Susan G. Salamoff, Vice Chairman

  
Printed Name

Richard P. Jennett, Jr., Clerk

  
Printed Title

  
Michael J. Hickey, Jr.

  
Amy K. Mistrot

Dated: 10/11/17

Dated: 9/21/2017

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

Arti P. Mehta

Dated: 9 28 17

Arti P. Mehta  
Comptroller, Town of Natick

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE

John P. Flynn

Dated: September 21, 2017

John P. Flynn, Esq.

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES**  
**FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,**  
**MASSACHUSETTS**

This Contract is made this eighteenth day of April, 2017, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and Beta Group, Inc., corporation organized under the laws of the State of Delaware, with a principal office located at 6 Blackstone Valley Place, Suite 101, Lincoln, RI 02865, and a Massachusetts office located at 315 Norwood Park South, 2nd Floor, Norwood, MA 02062 (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, regarding the subject matter or partial subject matter of this Contract are hereby terminated and shall be of no force and effect.

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide engineering services for the design of the Cochituate Rail Trail in Natick, Massachusetts, as tasks within the Contractor's Proposal, which is attached hereto as Attachment A, and which is incorporated herein by reference. It is anticipated that tasks within the Contractor's Proposal will be undertaken as needed and as determined by the Town, and not necessarily sequentially. Each task completed shall be directed by the Town and shall be billed at the hourly rates for design, as specified in the Contractor's Proposal.

The Town recognizes that the completion of all design tasks would require a separate amendment to this Contract and would require sufficient sums to fund such services to be appropriated. The parties specifically acknowledge that such sums, as well as sums needed for the construction administration services outlined in Contractor's Proposal, have not been currently appropriated. Construction administration services would require a separate amendment to this Contract and would require further appropriation.

2. Standard of Care

The Contractor shall exercise due care and diligence in the provision 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

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES**  
**FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,**  
**MASSACHUSETTS**

The term of this Contract shall commence as of the execution date of this Contract and shall end one (1) year later. At the sole discretion of the Town, this Contract may be renewed for one (1) or two (2) additional one (1)-year terms.

4. Incorporation of Contractor's Proposal/Order of Priority of Contract Documents

The provisions of the Contractor's Proposal 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:	Contractor's Proposal.

5. Payment

In consideration for the Contractor's performance of the design work in accordance with the requirements of this Contract, and as directed by the Town, the Town shall pay the Contractor the hourly rates for design, as set forth in the Contractor's proposal, with a sum not to exceed two hundred sixty thousand dollars and zero cents (\$260,000.00). This amount represents the currently available sums for which the Town has made prior appropriation.

The parties agree that design tasks from the Contractor's proposal, as directed by the Town, and as performed by the Contractor, shall be billed at the hourly rates for design, as set forth in the Contractor's proposal. The tasks to be performed within such design services shall be at the direction of the Town.

The parties agree that, at present, this Contract is strictly for design and shall be limited to the tasks as directed by the Town. The parties agree that, notwithstanding any other provision of this Contract, the total sum for which the Town shall be responsible presently is limited to two hundred sixty thousand dollars and zero cents (\$260,000.00).

Completion of further design work beyond \$260,000.00 would require further appropriation and would require a further contract amendment. Completion of any construction administration services would require further appropriation and would require a further contract amendment.

This Contract is a fixed rate, time and materials based contract, subject to the above; 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

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES**  
**FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,**  
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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 Contract, 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 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

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES**  
**FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,**  
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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. 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. Professional Liability Insurance - \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a "claims made" basis, each such policy of insurance shall remain in effect for at least six (6) years following the termination of this Contract.
- 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

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES**  
**FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,**  
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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 Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- 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.

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 to the extent caused by the willful or negligent 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 willful or negligent 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

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES**  
**FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,**  
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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 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.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

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.

15. Use of Alcohol and Controlled Substances Prohibited

**Town of Natick, Massachusetts**  
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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 Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.

16. No Smoking

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

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, if requested by the Town, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

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

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES**  
**FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,**  
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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 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

**Town of Natick, Massachusetts**  
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consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

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

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

If to the Contractor: Kien Ho, Vice President  
Beta Group, Inc.  
315 Norwood Park South  
Norwood, MA 02062.

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

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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 entry 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

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES**  
**FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,**  
**MASSACHUSETTS**

or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

- k. 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.
- l. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- m. 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.
- n. 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.
- o. This Contract may be amended only by written consent of the parties.
- p. 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 prior agreement between the parties in connection with the transaction contemplated.
- q. If any provision, or portion thereof, of this Contract shall be adjudged to be

**Town of Natick, Massachusetts**  
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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.

- r. 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.
- s. 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.
- t. This Contract is executed in triplicate as a sealed instrument.

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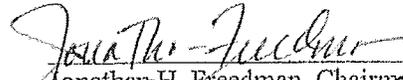
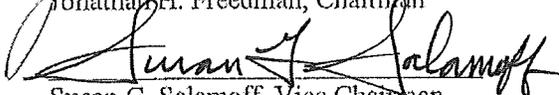
Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES  
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,  
MASSACHUSETTS

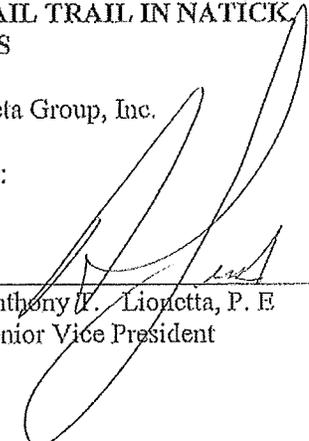
The Town of Natick, Massachusetts

Beta Group, Inc.

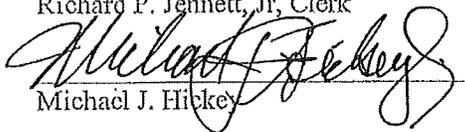
by: the Natick Board of Selectmen

by:

  
Jonathan H. Freedman, Chairman  
  
Susan G. Salamoff, Vice Chairman

  
Anthony F. Lionetta, P. E.  
Senior Vice President

Richard P. Jennett, Jr, Clerk

  
Michael J. Hickey

Amy J. Mistrot

Dated: 5/1/17

Dated: April 24, 2017

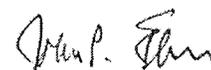
APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

  
Virginia W. Cahill  
Comptroller, Town of Natick

Dated: 4/27/17

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

  
John P. Flynn, Esq.

Dated: April 28, 2017

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES**  
**FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,**  
**MASSACHUSETTS**

CERTIFICATE OF VOTE

I, Michael E. Grilli, hereby certify  
(Clerk/Secretary)

that I am the duly qualified and acting Clerk/Secretary of BETA Group, Inc.  
(Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on April 25 2017, at which meeting all Directors were present and voting, the following vote was unanimously passed:

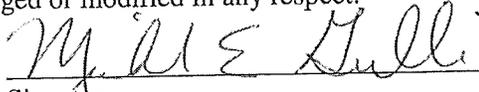
VOTED: To authorize and empower either  
Anthony T. Lionetta, Senior Vice President;  
(Name) (Title)

\_\_\_\_\_, \_\_\_\_\_; 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 24th day of April, 2017  
and has not been changed or modified in any respect.

  
Signature

Michael E. Grilli  
Printed Name

Clerk/Secretary  
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, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES**  
**FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,**  
**MASSACHUSETTS**

ATTACHMENT A.

SEE ATTACHED DOCUMENT.

Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING SERVICES FOR THE DESIGN AND  
CONSTRUCTION OF THE COCHITUATE RAIL TRAIL IN THE TOWN OF NATICK

ATTACHMENT A  
SCOPE OF SERVICES

The Project consists of advancing the twenty-five percent (25%) (preliminary) design of the Cochituate Rail Trail (CRT) in Natick through the final design submittal (seventy-five percent (75%) through plans, specifications, and estimates (PS&E)) and to provide final construction documents for advertising by the Commonwealth of Massachusetts Department of Transportation (MassDOT). Prior tasks, including initial twenty-five percent (25%) design submittal, revised twenty-five percent (25%) design submittal, Design Public Hearing, concept study, field survey, base mapping and wetlands delineation, have been completed.

The Project extends approximately 2.4 miles along the CSX Saxonville Branch right of way from just north of the Framingham Town Line at Route 30, runs along the Cochituate State Park and the western shore of Lake Cochituate, and crosses over Route 9 through residential areas to Willow Street. The Project also includes a .25 mile spur, which connects the CRT to Natick Collection.

The overall components of the Project include:

- At grade roadway crossings (Fisher Street, General Green Avenue, Lake Street)
- At- grade driveway crossings
- Bridge over Lake Cochituate (stone arch)
- New bridge over Route 30 connecting to Framingham section of CRT
- New bridge over Route 9
- One (1) overpass (Loker Street (No work anticipated to be needed.))
- Potential parking areas (Mechanic Street)
- Eleven thousand seven hundred (11,700) linear feet (LF) basic twelve (12)' trail
- Nine hundred (900) LF trail with new retaining walls
- Five hundred fifty (550) LF trail adjacent to driveway
- Eight hundred (800) LF trail with constrained section (existing walls).

MassDOT has agreed to fund the final design of the bridge over Route 9. This shall be undertaken as a separate assignment for MassDOT. The design shall be integrated into the overall CRT project for advertising and construction.

The southerly limits of the project are at Willow Street, as shown on the most recent revised twenty-five percent (25%) design plans.

The Project's final design shall be advanced in accordance with the staged design development procedures of MassDOT. Right-of-way takings or easements required for the Project will be obtained by the Town.

This Contract is for the advancement of the Project through final design to a PS&E design submission. Construction phase services as required by MassDOT are also included.

Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING SERVICES FOR THE DESIGN AND  
CONSTRUCTION OF THE COCHITUATE RAIL TRAIL IN THE TOWN OF NATICK

A breakdown of basic design phase services is as follows:

1.0 Twenty-five percent (25%) Design Revisions (SECTION 300)

*1.1 – Deleted*

2.0 Seventy-five percent (75%) Design Submission (SECTION 400)

2.1 Address and incorporate into the design the Town's and MassDOT's twenty-five percent (25%) comments, including, to the extent possible, the twenty-five percent (25%) public hearing comments.

2.2 Finalize path design, including limits of work, horizontal and vertical alignments, geometry at roadway crossings, and detailing of related work. Finalize typical sections, horizontal layout, signing and pavement markings.

2.3 Finalize stormwater design and grading, including preparation of Project cross sections. Complete drainage calculations, as required to verify the proposed design.

2.4 Finalize Notice of Intent (NOI) application for filing with the Natick Conservation Commission. Revisions shall be made based on review comments received and modifications to the design. This work includes attendance at up to two (2) public hearings with the Natick Conservation Commission.

2.5 Prepare twenty (20) scale design plans for the Project. The work shall also include the preparation of grading and tie plans, cross sections, traffic sign summary sheets and required construction details.

2.6 Prepare special provisions in accordance with MassDOT's standard specifications.

2.7 Prepare Project landscape plans depicting locations for hardscape elements (benches, bike racks, etc.), plantings and interpretive panels. Incorporate these elements into overall Project design.

2.8 Develop refined traffic management plans using standard overall phasing guidelines for construction implementation. It is anticipated that a temporary road closure shall be required to install the Route 30 Bridge. Temporary detour plans, if appropriate, shall be developed. Temporary road closure and detour shall be required for the Route 9 Bridge demolition and installation. Detour plans for the Route 9 Bridge shall be coordinated with the Route 9 Bridge design being completed through a separate MassDOT assignment.

2.9 Perform itemized quantity take off and prepare estimate of probable construction cost. The Engineer's cost estimates shall be based on recent available weighted average bid prices from MassDOT.

2.10 Compile a seventy-five percent (75%) design submittal package including plans, special provisions, quantity take off, detail sheets, and MassDOT's water quality data form. The submittal package shall also include a completed seventy-five percent (75%) design checklist.

2.11 Attend informational / Project meetings to present and discuss the Project. *Up to eight (8) meetings are*

Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING SERVICES FOR THE DESIGN AND  
CONSTRUCTION OF THE COCHITUATE RAIL TRAIL IN THE TOWN OF NATICK

*anticipated with the Town, municipal boards, MassDOT or other involved state agencies.* These meetings are intended to be formal presentations of the Project elements as the design progresses, including the Route 30 Bridge design, to allow comment from stakeholders and the public. These meetings may include public informational meetings, meetings with the CRT Committee, and meetings with Town of Framingham officials. Staff level coordination/review meetings are not included in this task and are considered part of the overall final design work.

2.12 Perform supplemental field survey to update base mapping for the Framingham portion of the CRT. This survey shall extend approximately five hundred (500) feet along the recently constructed CRT alignment and shall extend fifteen (15) feet beyond the limits of the path. Detail, including edge of pavement, surface materials, streetscape elements, etc., shall be provided. Existing grades shall be shot at twenty-five (25) foot intervals to fifteen (15) feet beyond the limits of the path. This work shall be performed by a subcontractor as a direct expense.

### 3.0 Preliminary Right of Ways (SECTION 500)

3.1 Update preliminary right of way plans depicting approximate limits of right of way impacts. Plans shall be updated based on comments received and modifications to the design. Plans shall be included with the seventy-five percent (75%) and one hundred percent (100%) design submissions.

3.2 *Revise Preliminary Right of Way plans to incorporate additional right of way actions required for modifications to Route 30. These include Margarita's restaurant, Home Depot and Omni Trust. The effort under this subtask also includes coordination with the Town of Framingham for the easements from Margarita's and Home Depot.*

### 4.0 Final Bridge Design – Route 30 (SECTION 750)

4.1 This work shall include the final design of the proposed bridge over Route 30 as shown on the sketch plans submitted with the twenty-five percent (25%) design. The bridge shall be designed using the 2009 AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges H-10 loading and a ninety (90) psf pedestrian loading, whichever controls, and, as applicable, the Department's LRFD Bridge Manual. Plans shall be prepared in conformance with MassDOT standards, including the MassDOT Highway Division CAD Standards. Bridge design calculations shall consist of one set of design calculations and one set of independent design check calculations.

4.2 Superstructure design shall include design of the superstructure elements for the approach spans to Route 30. Steel stringer design is anticipated. The proposed prefabricated truss pedestrian bridge shall be designed by the bridge manufacturer.

4.3 Substructure design shall include preparation of the design calculations and performance of an independent design check of the calculations for the foundation elements of the structure. The design shall be based on recommendations included in the geotechnical report prepared as part of the twenty-five percent (25%) design and any subsequent geotechnical work performed.

4.4 Bridge layout geometrics shall include preparation of the design calculations and performance of an

Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING SERVICES FOR THE DESIGN AND  
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independent design check of the bridge geometric calculations, layout, critical clearance, elevations, layout and ties.

4.5 Contract drawings shall include preparation of the structural drawings in accordance with the MassDOT Bridge Manual and check the drawings for content and accuracy.

It is anticipated that the drawings shall include the following:

- Title Sheet
- General Notes and Estimated Quantities
- Boring Logs
- General Plan and Elevation
- Abutment Plan and Elevation
- Abutment Sections and Details
- Pier Plan and Elevation
- Pier Sections and Details
- Transverse Section and Superstructure Details
- Miscellaneous Details.

4.6 First review submission shall include preparation and submission of the bridge design plans for MassDOT review and subsequent resolution of the comments and recommendations received from MassDOT.

4.7 Quantity cost estimates shall include preparation of the quantity calculations, and performance of an independent check of the quantity calculations of the bridge items and related cost estimates.

4.8 Prepare bridge special provisions in accordance with the MassDOT Bridge Manual for only those items not included in the standard or supplemental specifications to describe specific or unique activity to be performed by the general contractor for the Project.

4.9 Second review submission shall include preparation and submission of updated final bridge designs plans for MassDOT review and subsequent resolution of MassDOT comments and recommendations.

4.10 Participate in one (1) meeting with MassDOT and coordinate in scheduling and advancing the bridge design.

4.11 Perform an independent review of the Project by an experienced engineer who is not directly involved in the preparation of the contract documents. Review shall focus on the practicality of constructing the structure based on access to site, equipment needs, material properties, etc. Provide an overall review of the plans, specifications, and estimate for conformity to the Guidebook, the Standard Specifications for Highways and Bridges, the latest supplemental specifications, the Bridge Manual, the construction and traffic standard details, and the latest engineering and policy directives.

4.12 Prepare and submit a bridge section checklist.

4.13 – *Perform additional geotechnical investigations as may be required by MassDOT for the Route 30. The*

Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING SERVICES FOR THE DESIGN AND  
CONSTRUCTION OF THE COCHITUATE RAIL TRAIL IN THE TOWN OF NATICK

*exact scope of geotechnical work will be identified based on MassDOT comments. This work will be performed by a subconsultant to BETA as a direct expense.*

5.0 One hundred percent (100%) Design / PS& E Submittals (SECTION 450/800)

5.1 Address/incorporate comments received from the seventy-five percent (75%) submittal to the extent possible and advance the Project to the one hundred percent (100%) design level. Compile one hundred percent (100%) design submittal, including comment resolution and one hundred percent (100%) design checklist.

5.2 Finalize Detail Sheets and the quantity take off.

5.3 Incorporate one hundred percent (100%) design submittal comments received and prepare PS&E submittal for MassDOT's use in bidding the Project.

6.0 Construction Phase Services (SECTION 900)

The work included in this task is related to the bidding and construction of the Project. This work is subject to appropriation and a separate written notice to proceed by the Town.

6.1 Bid Assistance shall include responding to bidders requests for information and, if necessary, shall include providing supporting technical information for addenda.

6.2 Attend a pre-construction conference to assist MassDOT in presenting the Project.

6.3 Review shop drawings related to the path design and Route 30 Bridge structure.

6.4 Furnish construction advice and conduct field visits to assist in the resolution of construction issues.

6.5 Perform a final bridge rating and prepare a rating report.

C. ESTIMATED FEE / ASSUMPTIONS

The estimate design fee to advance the Project through final design (PS&E submittal to MassDOT), not including construction phase services as outlined herein, is three hundred fifty-two thousand forty five dollars and no cents (\$352,045.00). Fees shall be billed on a time and materials basis.

The fee includes:

Final Design \$321,495.00

- Task 2 - 75% design \$133,050
- Task 3 - Right of Way \$12,925
- Task 4 - Bridge Design \$134,670
- Task 5 - 100% Design \$29,770
- Task 5 - PS&E \$11,080

Town of Natick, Massachusetts  
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Direct Expenses	\$ 30,550
• Supplemental Survey	\$11,500
• Supplemental Geotechnical	\$16,000
• Printing	\$ 2,800
• Mileage	\$ 250
Final Design Fee	\$352,045.00.

The estimated construction phase services fee as required by MassDOT for this Project is forty-four thousand seven hundred ninety dollars and no cents (\$44,790.00). This work is subject to appropriation and a separate written notice to proceed by the Town.

Construction Services Fee \$ 44,790.00

The following hourly rates shall apply:

HOURLY RATE SUMMARY

Principal in Charge (PIC) -	\$171.10/hour
Project Manager (PM) -	\$165.00/hour
Senior Engineer (SE) -	\$138.00/hour
Engineer -	\$105.00/hour
Assistant Engineer -	\$ 81.50/hour
Engineering Technician -	\$ 75.00/hour

Design Services Assumptions

The following assumptions form the basis of the scope and the planned work.

- The final design work is based on the design presented in the revised twenty-five percent (25%) submission and revised sketch plans. Significant changes to the design alignment, layout and/or bridge configuration may require additional work that will be negotiated as an additional service.
- Resident engineering services will be provided by MassDOT.

869902v2



BETAG-1

OP ID: JC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/25/2017

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> Fitts Insurance Agency, Inc. 2 Willow Street, Suite 102 Southborough, MA 01745-1020 Fitts Insurance Agency	CONTACT NAME: <b>Jodi Colena</b> PHONE (A/C, No, Ext): <b>508-620-6200</b> E-MAIL ADDRESS: <b>jcolena@FittsInsurance.com</b> FAX (A/C, No): <b>508-481-0227</b>
	INSURER(S) AFFORDING COVERAGE <b>INSURER A: Twin City Fire Insurance Co.</b> <b>INSURER B: Hartford Casualty Insurance Co</b> <b>INSURER C: Lexington Insurance Company</b> INSURER D: INSURER E: INSURER F:
<b>INSURED</b> <b>Beta Group, Inc.</b> <b>6 Blackstone Valley Pl, St 101</b> <b>Lincoln, RI 02865</b>	508-620-6200

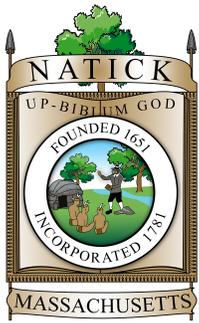
**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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 INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		08UUNUF7256	04/12/2017	04/12/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		08UUNUF7256	04/12/2017	04/12/2018	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000	X		08XHUUF6914	04/12/2017	04/12/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	08WBKN9526	04/12/2017	04/12/2018	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professiona & Pollution Liab			029210548	04/12/2017	04/12/2018	Ea Claim \$ 2,000,000 Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: Engineering Services for Design of the Cochoituate Rail Trail**  
 As required by written contract, Town of Natick is an additional insured for General Liability and Auto Liability per forms and conditions of the policy.  
 30 Day Notice of Cancellation 10 for nonpay

<b>CERTIFICATE HOLDER</b>  Town of Natick Building Department 13 East Central Street Natick, MA 01760	<b>TOWNNAT</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Board of Selectmen  
William D. Chenard, Acting Town Administrator  
Diane Packer, Town Clerk

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

**DATE:** January 19, 2018 (UPDATED February 26, 2018)

**SUBJECT: CONTRACT AWARD  
PRESERVATION OF TOWN BOOKS AND DOCUMENTS**

The Town is in receipt of a quote from Kofile for preservation of books and documents. The quote is \$100,000.00 to preserve birth, marriage, and death records from Town of Natick files, as stated in the quote.

Kofile is presently a vendor with an existing General Services Administration (GSA) contract. The contract number is GSA 35F-275AA.

Pursuant to the Inspector General's recommendations, cities and towns of the Commonwealth of Massachusetts may purchase off of GSA contract schedules.

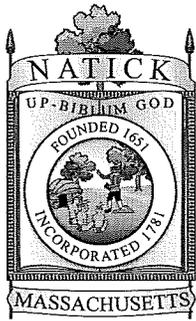
<https://www.mass.gov/files/documents/2016/08/tz/nljul15.pdf>. M.G.L. c. 30B, §1(f) provides: "(f) This chapter shall be deemed to have been complied with on all purchases made from a vendor pursuant to a General Services Administration federal supply schedule that is available for use by governmental bodies." The relevant contract schedule, GS-35F-275AA, is available to cities and towns in Massachusetts.

Kofile is a responsible vendor, having been the successful, and in many cases, the only bidder in past Invitations for Bid solicited for similar document and book restoration efforts in Natick. Accordingly, we respectfully request that the Natick Board of Selectmen award a contract to Kofile, in the form of a purchase order and citing Kofile quote referring to GS-35F-275AA, for \$100,000.00.

**Funding:** Article 9, Fall 2015 Annual Town Meeting - \$14,044.00 –  
Acct. No. 00020253-5839000 remaining funds from 2015 appropriation of  
\$100,000.00  
Article 9, Fall 2016 Annual Town Meeting - (\$85,956.00 in Free Cash - \$100,000  
total appropriation in 2016). Acct No. 00020332-580130.

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Total \$100,000.00



# TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Board of Selectmen  
William D. Chenard, Acting Town Administrator  
Jemma Lambert, Director, Natick Community Services  
Karen Partanen, Director, Natick Recreation and Parks

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

**DATE:** February 7, 2018

**SUBJECT:** CONTRACT AWARD/ Cole Center Playground

In January, 2018, I received a request to review a quote for playground equipment for the Cole Center in the Town of Natick. The quote we received totaled \$83,475.00 for equipment and installation, plus an optional \$3,550.00 in safety surfacing. The quote is covered by Massachusetts Higher Education Consortium Contract (MHEC) MC14-B14, which is the product of a consortium bid involving the Town of Natick. This contract has been extended, per addendum 5 of the same, and remains in effect until early 2019. The Town may purchase any goods/installation services off the contract. Labor is paid at prevailing wage rates, pursuant to M.G.L. c. 149, §§26-27D.

The awardee, New England Recreation Group, is listed as a vendor on the MHEC contract. The product, Duramax is a Park and Play Structure. Park and Play Structures are covered under this consortium bid.

New England Recreation Group is a responsible and eligible entity. It installed playgrounds at the Johnson School and at the Lilja School in the past year. The Natick Facilities Department has been satisfied with New England Recreation's work. Mr. Kane, Facilities Director, has viewed the relationship as positive.

We recommend that the Natick Board of Selectmen award the contract to New England Recreation for \$87,025.00 for all work (equipment, installation, and safety surfacing). Please advise if you have any questions or require additional information.

Funding:	Per Ms. Partanen, Director of Natick Recreation and Parks:
/Accts.	20344-584000 \$65,000 Cole Playground Capital
	23095-528800 \$18,781 Boston Athletic Association (BAA) Donated Monies
	20307-585000 \$ 3,244 Playground Safety

---

\$87,025 Total



February 5, 2018

Karen Partanen  
Director of Recreation and Parks  
Town of Natick  
179 Boden Lane  
Natick, MA 01760  
Re: Cole Center & Dug Beach Playground Project

Dear Karen:

Please find enclosed the following Playground Proposal from New England Recreation Group for the Cole Center and Dug Beach Project in Natick. NERG is a preferred Vendor under MHEC Contract MC14-B14 vendor code 5425.

- A. Custom NERG Design #642-111585A: Cole Center & Dug Beach:           \$ 83,475.00 Del. & Installed  
Includes the following PLAY & PARK STRUCTURES equipment:
- Duramax (3.5"Post System) 5-12 Structure w/ Heron Boulderscape Climber- Cole Center
  - Arch Swing Unit (3.5"OD) w/ 2 ea. ADA Made for Me Seats- Cole Center
  - Freestanding Spinning Seat #68156- Cole Center
  - T Swing #67557 w/ 2 ea. Tot Seats #SS7591- Dug Beach
  - 101 High Stepper Regular Net Pyramid #67759- Dug Beach
- B. OPTION: EWF Safety Surfacing (Cole Center): approx. 115-120 cyds:   \$ 3,550.00 Delivered

Prices are for delivered and installed new play equipment only and are good until Spring 2018.  
Prices do not include any applicable tax, permits, Bonds, fees, lift- gate delivery for customer offload or secure storage of equipment prior to installation.  
Installation is based on a prepared level site by others and debris free site, digging and footing excavation conditions min. 36" below grade.

P.O. Box 1503  
Westboro, MA 01581

P.O. Box 1050  
Tolland, CT 06084

800.861.1209  
508.393.1963  
F 508.393.1927  
www.nerecgroup.com  
nerg@nerecgroup.com



Installation is based on MA Prevailing Wage and does NOT include the following:

- Site preparation, grading or excavation of the site (Cole Center) or delays/costs due to abnormal/unforeseen sub grade and digging conditions such as ledge, rock, debris, utilities, tree roots or below ground obstructions. Dug Beach installation based on existing site, surfacing and grade conditions.
- Play equipment delivery offload or transport of equipment from storage to each site.
- Demo/removal or disposal of existing play equipment, concrete walkway, fencing, trees, site amenities (benches & tables) or other existing site materials.
- Dig Safe utility site clearance, dumpster for disposal of project trash material or repair/replacement of landscaping, sod/grass repair, fencing, etc.
- Perimeter Border Timbers or EWF surfacing containment system (option available upon request).
- EWF Surfacing is delivered material only and does not include spreading, filter fabric, wear mats, drainage or stone sub base options.
- Site security or site protective fencing during construction or after hours.
- Installation presumes on site staging of equipment, materials and vehicle access during construction.

Should you have any questions or require any additional information please do not hesitate to contact me at [mark@nerecgroup.com](mailto:mark@nerecgroup.com) or direct at 508-887-5759.

I look forward to the opportunity to assist you with this project and thank you for your consideration.

Best regards,

Mark Gallagher  
Vice President

P.O. Box 1503  
Westboro, MA 01581

P.O. Box 1050  
Tolland, CT 06084

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Park & Playground Systems



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[nerg@nerecgroup.com](mailto:nerg@nerecgroup.com)

Park & Playground Systems

CERTIFICATE OF TAX COMPLIANCE

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

New England Recreation Group, Inc.

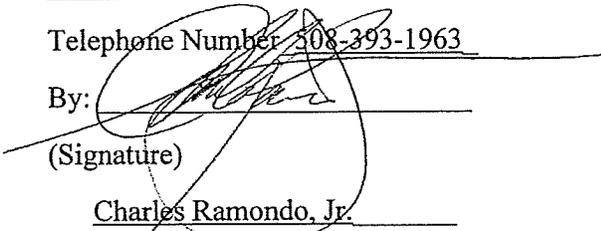
Name of Contractor

203 Southwest Cutoff

Address of Contractor

Northboro, MA 01532

Telephone Number 508-393-1963

By: 

(Signature)

Charles Ramondo, Jr.

Printed Name

Secretary/Treasurer

Printed Title

02/09/2018

Date



Massachusetts Higher Education Consortium  
505 East Pleasant Street  
Amherst, MA 01003-9242

## MC14-B14

02/01/2014 through 01/31/2017

Paul Coute  
pcoute@mhec.net  
Phone: (413) 577-2201  
FAX: (413) 577-0692

**Please distribute to**

Athletics  
Physical Plant

### Athletics, Gym and Field - Equipment, Uniforms and Supplies

#### Addenda

- Addendum 1: Fitness Associates dba Frontline Fitness Equipment added the Sports Art Fitness full catalog offering to their contract. Frontline Fitness will no longer sell Matrix Equipment as of June 11, 2014. Click on addendum #1 to view details.
- Addendum 2: Effective 2/9/2016, Scoreboard Enterprises has added to clarify labor rates for installation services. Click on addendum #2 to view details.
- Addendum 3: Effective 2/17/16, Xenith LLC is no longer on contract due to mutual agreement. Click on addendum #3 to view details.
- Addendum 4: Effective 3/7/2016, New England Recreation Group adds the brand ICON Shelters and Themed Concepts. Click on addendum #4 to view details.
- Addendum 5: This contract has been renewed for a period of two (2) years to end on January 31, 2019. Click on addendum #5 to view details.
- Addendum 6: CB Seating was terminated do to no volume/utilization of the contract; effective September 28, 2017. Click on addendum #6 to view details.



<b>Contract Notes</b>	
<b>MC14-B14 Athletics, Gym and Field - Equipment, Uniforms and Supplies</b>	
General Notes on the Contract	
Product Categories - Use this list to search the Web under Product Categories	
Athletic Clothing, Athletic Contract B14 Installation Services, Athletic Contract B14 Maintenance Services, Athletic Contract B14 Repair Services, Athletic Equipment Strength, Athletic Equipment & Supplies, Athletic Equipment Cardio, Athletic Equipment Free Weights, Athletic Field Equipment & Supplies, Athletic Field Ground, Athletic Field Site Amenities, Athletic Footwear, Athletic Misc Drop Ship, Athletic Misc Safety Items, Athletic Misc., Athletic Physical Education Equipment, Athletic Physical Fitness Misc, Athletic Playground, & Parks, Athletic Protective Equipment, Athletic Room Equipment Misc, Athletic Sports Equipment Misc, Athletic Sports Medicine Supplies, Athletic Uniforms, Certified Pre-Owned Fitness Equipment, Preventative Maintenance Agreement (PMA) Contract	
Web Page Search Instructions link:	
<a href="http://www.mhec.net/pdf/search_instructions/SearchInstructions.pdf">http://www.mhec.net/pdf/search_instructions/SearchInstructions.pdf</a>	
Special Notes on Individual Vendors	
New on Contract	No Longer on Contract
CB Seating Inc Earth Safe Inc Fitness Associates, Inc. dba Frontline Fitness Equi Hat World Inc. dba Anaconda Sports/Lids Team Sp New England Recreation Group, Inc. School Health Corporation Scoreboard Enterprises, Inc. Stadium System, Inc. Systematics Inc Xenith, LLC	Fitness Distributors Gym Source Life Fitness Matrix Fitness dba of Johnson Health Tech NA

## MC14-B14

Athletics, Gym and Field - Equipment, Uniforms and Supplies

Contract Duration from 02/01/2014 through 01/31/2017

### Instructions and Information pertaining to the use of this contract

- 1 All Terms & Conditions contained in the IFB for MC14-B14 and the bidder's response to the IFB are incorporated herein. Any modification or amendment of any provision of this Contract must be in writing and bear the signature of each party's duly authorized representative. In the event of a conflict between the terms of the IFB, bidder's response and/or the terms set forth in this Contract, the following order of precedence shall control:
  - a) Terms in this Contract,
  - b) Bidder's response to IFB
  - c) IFB
- 2 Suppliers are required to market products and services to the MHEC membership directly and continue to promote sales volume through quality and superior service.
- 3 Discount pricing may be offered to a member above and beyond this contract discount structure in the form of: Special Deals, Sales Catalogs or Bulletins, Promotional Sales, and Additional Volume Discounts through special quotes for committed dollar purchases, so long as the same pricing will be offered to all current and future member customers who meet the same criteria for the special pricing.
- 4 Use of the contract is left to the discretion of each respective member. No guarantee of volume has been made to the vendor.
- 5 Any purchase order issued to a vendor by an MHEC member is an agreement between the individual member and the vendor, not the MHEC organization, or other MHEC Members in part or total.
- 6 All sales to current and future members of MHEC are includible for sales volume reporting and Customer Service Fees (CSF) as detailed in the IFB, MHEC MC14-B14
- 7 Vendors will make every effort to identify purchasers contacting them to determine MHEC membership and extend the MHEC pricing and any benefits. Any customer who meets the MHEC criteria for membership within the 6 state region such as;
  - 1, Non-profit, public and private colleges / universities,
  - 2, Not for profit technical, charter, and vocational schools,
  - 3, Municipalities including K-12, and Libraries.
  - 4, Non-profit education organizations,will be afforded the opportunity to join the MHEC prior to finalizing the sale. (Please refer customer to [www.mhec.net](http://www.mhec.net) for membership process)
- 8 This contract contains installation and services which may fall under a State's prevailing wage laws and guidelines of the MHEC PUBLIC members. In addition depending on the situation or circumstances, state laws or state procurement guidelines, the MHEC PUBLIC members may be required to obtain separate quotes or publicly bid installation services.
- 9 For Members:

You may be required to mention MHEC, use a website, a vendor special code or a participating agreement to obtain the contract benefits and receive special contract pricing.



**MC14-B14**

Athletics, Gym and Field - Equipment, Uniforms and Supplies

Contract Duration from 02/01/2014 through 01/31/2017

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<b>2</b>	<b>CB Seating Inc</b> Aluminum Athletic Equip, CB Seating, Interkal, Jaypro, Performance Sports	<b>12</b>
<b>3</b>	<b>Earth Safe Inc</b> Kay Park Rec Corp., SportsPlay, Inc.	<b>13</b>
<b>4</b>	<b>Fitness Associates, Inc. dba Frontline Fitness Equipment</b> BH Fitness, Frontline Fitness Equipment, Intek, Matrix, Nautilus, York	<b>14</b>
<b>5</b>	<b>Hat World Inc. dba Anaconda Sports/Lids Team Sports</b> Lids Private Label, NIKE	<b>16</b>
<b>6</b>	<b>M E OBrien and Sons Inc</b> Cedar Forest Products, Made in USA, CycleSafe, Made in USA, DuMor Incorporated Entire Catalog, Made in USA, Installation Services, Landscape Structures Incorporated, Made in USA, National Recreation Systems, Made in USA, Patterson-Williams Athletic Manufacturing Company, Made in USA, Porter Corporation Poligon Entire Catalog, Made in USA, Shade Systems, Surface America Incorporated Entire Catalog, Made in USA, Vortex Aquatic Structures International Ent Cat Made in North America, Wabash Valley Manufacturing Entire Catalog, Made in USA, Xgrass Entire Catalog, Made in USA	<b>17</b>
<b>7</b>	<b>New England Recreation Group, Inc.</b> ARC, Bright Idea Shops, BRP by Bison, Colorado Time, Dero, Douglas, Dynacushion-Piercetion Rubber Products, Dynamo, Gared, Greenfields Outdoor Fitness, GT Grandstands, Installation-Prevailing Wage, Play and Park Structures, RCP Shelters, UltraPlay, UltraShade, UltraShelter, UltraSite, USA Shade-Sunports	<b>20</b>
<b>8</b>	<b>School Health Corporation</b> Entire Sports Health Catalog	<b>23</b>
<b>9</b>	<b>Scoreboard Enterprises, Inc.</b> Atlas Sound, Daktronics, Gared, LynRus, PowerAd Company	<b>25</b>
<b>10</b>	<b>Stadium System, Inc.</b> Adams, All Star, Alleson Athletic, Asics, Athletic Connection, Augusta, Baden, Brine, Broder, Brute, Champion, Champro, Charles River, Cliff Keen, Cramer, Custom Gear, Dynamic, Fisher, Game Gear, Game Sportswear, Gill, Goal Sports, Hadar, Holloway, Kwik Goal, Martin, Mcdavid, Mueller, Mizuno, New Balance, Oakley, Outdoor Cap, Power Max, Powers, Powertek, Pro Celebrity, Pukka, Rawlings, Schutt, Shock Doctor, Spaulding, Sport Helmet, Sport Star, Stormtech, Stromgren, Tachikara, The Game, Twin City, Under Armour, Wilson	<b>27</b>
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<b>13</b>	<b>Xenith, LLC</b> Xenith	<b>36</b>



## Brand and Category Index

### Product Category Key (Use this key for searching on our website)

A	Athletic Clothing
B	Athletic Contract B14 Installation Services
C	Athletic Contract B14 Maintenance Services
D	Athletic Contract B14 Repair Services
E	Athletic Equipment Strength
F	Athletic Equipment & Supplies
G	Athletic Equipment Cardio
H	Athletic Equipment Free Weights
I	Athletic Field Equipment & Supplies
J	Athletic Field Ground
K	Athletic Field Site Amenities
L	Athletic Footwear
M	Athletic Misc Drop Ship
N	Athletic Misc Safety Items
O	Athletic Misc.
P	Athletic Physical Education Equipment
Q	Athletic Physical Fitness Misc
R	Athletic Playground, & Parks
S	Athletic Protective Equipment
T	Athletic Room Equipment Misc
U	Athletic Sports Equipment Misc
V	Athletic Sports Medicine Supplies
W	Athletic Uniforms
X	Certified Pre-Owned Fitness Equipment
Y	Preventative Maintenance Agreement (PMA) Contract

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Alleson Athletic	A, L, S, U, W	Stadium System, Inc.	27
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ARC	R	New England Recreation Group, Inc.	20
Asics	A, L	Stadium System, Inc.	27
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Athletic Connection	A, I, P, S, U, V	Stadium System, Inc.	28
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Augusta	A	Stadium System, Inc.	28
Baden	P, U	Stadium System, Inc.	28
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Brute	A, R, S, W	Stadium System, Inc.	28
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Champro	I, U	Stadium System, Inc.	28
Charles River	A	Stadium System, Inc.	28
Cliff Keen	A, R, S, W	Stadium System, Inc.	28
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<b>Brand Name</b>	<b>Product Category</b>	<b>Vendor</b>	<b>Page</b>
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Interkal	O	CB Seating Inc	12
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Kay Park Rec Corp.	I, N, O, R	Earth Safe Inc	13
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Mcdavid	S	Stadium System, Inc.	29
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Mizuno	A, U	Stadium System, Inc.	29
Mizuno	U	Three T Enterprises DBA GroganMarciano Sporting	34
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PowerAd Company	I	Scoreboard Enterprises, Inc.	26
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Powertek	A	Stadium System, Inc.	30



<u>Brand Name</u>	<u>Product Category</u>	<u>Vendor</u>	<u>Page</u>
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Rawlings	U	Three T Enterprises DBA GroganMarciano Sporting	35
RCP Shelters	R	New England Recreation Group, Inc.	22
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Schutt	S	Three T Enterprises DBA GroganMarciano Sporting	35
Shade Systems	R	M E OBrien and Sons Inc	19
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Speedline	W	Three T Enterprises DBA GroganMarciano Sporting	35
Sport Helmet	S	Stadium System, Inc.	30
Sport Star	S	Stadium System, Inc.	30
SportsPlay, Inc.	E, G, I	Earth Safe Inc	13
Stormtech	A	Stadium System, Inc.	30
Stromgren	S	Stadium System, Inc.	30
Surface America Incorporated Entire Catalog, Made in USA	R	M E OBrien and Sons Inc	19
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Tag	S	Three T Enterprises DBA GroganMarciano Sporting	35
Tennisco Entire Catalog	B, C, I, O, Q, T	Systematics Inc	32
The Game	A	Stadium System, Inc.	30
Twin City	A	Stadium System, Inc.	30
UltraPlay	R	New England Recreation Group, Inc.	22
UltraShade	R	New England Recreation Group, Inc.	22
UltraShelter	R	New England Recreation Group, Inc.	22
UltraSite	I, R	New England Recreation Group, Inc.	22
Under Armour	A, F, L, P, S, U, W	Stadium System, Inc.	30
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US Games catalog	M, P	BSN Sports and US Games	10
USA Shade-Sunports	R	New England Recreation Group, Inc.	22
Vortex Aquatic Structures International Ent Cat Made in North America	R	M E OBrien and Sons Inc	19
Wabash Valley Manufacturing Entire Catalog, Made in USA	I, K	M E OBrien and Sons Inc	19
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<u>Brand Name</u>	<u>Product Category</u>	<u>Vendor</u>	<u>Page</u>
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Xgrass Entire Catalog, Made in USA	R	M E OBrien and Sons Inc	19
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Brand Count: 113

<b>Warranty Key</b>	
A	1 Yr
B	1 Yr Ltd
C	1 Yr Ltd: 2 Yr Ltd Paint:
D	1 Yr Ltd: 2 Yr Ltd Paint: 5 Yr Plastisol
E	1 Yr Ltd: 20 Yr on Plastic and Steel
F	1 Yr Warranty On Parts
G	10 Yr Limited Warranty On Parts
H	10 Yr Ltd
I	20 Yr Ltd Post/Frame & 10 Yr Ltd Fabric
J	3 Yr Ltd
K	5 Yr Gold Warranty On Equipment
L	5 Yr Limited Warranty On Parts
M	5 Yr Ltd
N	5 Yrs
O	90 Days Parts & Labor
P	Brass 5 Yr Ltd; Moving parts 2 Yr Ltd
Q	Frames 1 Yr Ltd; Aluminum 5 Yr Ltd
R	Lifetime limited
S	Limited Lifetime : warranty sheet
T	Limited/ 1Yr: 5Yr wood: 20Yr steel/plast
U	Manufacturer Warranty
V	Mfg : 2 YR shell, 2 YR interior
W	Mfg : 5 YR shell, 2 YR interior
X	Mfg Warranty
Y	N/A
Z	Plastisol 5 Yr Ltd; Paint 3 Yr Ltd
AA	Posts 100 Yr Ltd; Plastic 15 Yr Ltd.
AB	stated in catalog or on-line by product
AC	<a href="http://www.lidsteamsports.com">www.lidsteamsports.com</a>
AD	<a href="http://www.nerecgroup.com">www.nerecgroup.com</a>



# 1 BSN Sports and US Games

<u>Address</u> PO Box 49 Jenkintown, PA 19046	<u>Contact</u> Lyn Weiss
<u>Email</u> lweiss@bsnsports.com	<u>Phone</u> 877 888 0747
<u>Web</u> www.ssgecom.com/ssgpartner/MHEC	<u>Tollfree</u> 877 888 0747
	<u>Fax</u> 800 523 5112
	<u>FEI #</u> 22-2795073

Return Policy Returns require an RA #. Must be in original condition. Restocking fee may apply. Custom items not returnable.

Major Credit Cards MC, Visa, AMEX, Discover

Delivery 14 days ARO most items. PV/HJ pits & items w/custom logos 8-12wks ARO

Cash Terms Net 30 Days

Offer Extended Offer is NOT extended to Faculty, Staff & Students

FOB Destination

Freight Included

Minimum Order No

Additional Terms 2418604, Bid # 3071505-13, Indicate MHEC on Purchase Orders and Quotations

Contract extended to New England States:

Yes	No	Pending	Restricted	Restrictions Defined
<b>CT</b>				
<b>MA</b>				
<b>ME</b>				
<b>NH</b>				
<b>RI</b>				
<b>VT</b>				

## Remit

Christina Nicklas  
1901 Diplomat Dr.  
Farmers Branch, TX 75234  
Phone: 972-406-3456  
Email: cnicklas@sportssupplygroup.com

## Brand: BSN Sports catalog

		Warranty
Athletic Equipment & Supplies	Entire BSN Sports catalog (highlighted in yellow)-Stocked Athletic Items in BSN warehouses	AB 18% Off BSN Sports catalog and website
Athletic Misc Drop Ship	Entire BSN Sports catalog (not highlighted item)	AB 8% Off BSN Sports catalog and website
Athletic Misc.	Entire BSN Sports catalog (highlighted in yellow)-Stocked Electronic items in BSN warehouses	AB 10% Off BSN Sports catalog and website
Athletic Physical Fitness Misc	Entire BSN Sports catalog (highlighted in yellow)-Stocked Fitness Equip Items in BSN warehouses	AB 15% Off BSN Sports catalog and website
Athletic Uniforms	Entire BSN Sports catalog (highlighted in yellow)-Stocked items in warehouses Embellishments extra	AB 35% Off of

## Brand: US Games catalog

		Warranty
Athletic Misc Drop Ship	Entire US Games catalog (not highlighted item)	AB 8% Off US Games catalog and website



Contract # MC14-B14  
02/01/2014 through 01/31/2017

BSN Sports and US Games

**Brand: US Games catalog**

		Warranty	
Athletic Physical Education Equipment	Entire US Games catalog - (highlighted in yellow)-Stocked Phys Ed Items in US Games warehouse	AB	22% Off US Games Catalog and website



Contract # MC14-B14  
02/01/2014 through 01/31/2017

BSN Sports and US Games

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## 2 CB Seating Inc

<u>Address</u> 36 Canal St, Ste 290 Somersworth, NH 03878	<u>Contact</u> John Collins
<u>Email</u> jcollins@cbseating.net	<u>Phone</u> 603-692-6600
<u>Web</u> www.cbseating.net	<u>Tollfree</u>
	<u>Fax</u> 603-692-5115
	<u>FEI #</u> 01-0536090

<u>Return Policy</u>	Return policy varies due to product, manufacturer, and why the item is in need of being returned.
<u>Major Credit Cards</u>	MC, Visa, AMEX
<u>Delivery</u>	2-3 days to 60-90 days depending on task. 24hr emrgncy srvc
<u>Cash Terms</u>	Net 30 Days
<u>Offer Extended</u>	Offer IS extended to Faculty, Staff & Students
<u>FOB</u>	Destination for service, Origin for parts and products
<u>Freight</u>	Additional
<u>Minimum Order</u>	No
<u>Additional Terms</u>	Indicate MHEC on Purchase Orders and Quotations

<u>Contract extended to New England States:</u>	Yes	No	Pending	Restricted	Restrictions Defined
CT					
MA					
ME					
NH					
RI					
VT					

<b>Brand: Aluminum Athletic Equip</b>		Warranty		
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Bleachers, Benches-Bleachers	A	12% Off of Retail	>\$5K +2%: >\$10K +3%
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Nets, Goals, Pads-Goals And Goal Posts	A	12% Off of Retail	>\$5K +2%: >\$10K +3%
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Scoreboards/Wallboards-Track And Field Equipment	A	12% Off of Retail	>\$5K +2%: >\$10K +3%
<b>Brand: CB Seating</b>		Warranty		
Athletic Contract B14 Installation Services	Installation-Installation of athletic equipment and bleachers	A	Custom per job	Cost plus 15%
Athletic Contract B14 Maintenance Services	Gymnasium Equipment Maintenance-Maintenance of athletic equipment and bleachers	A	Custom per job	Cost plus 15%
Athletic Contract B14 Repair Services	Gymnasium Equipment Repair-Repair of athletic equipment and bleachers	A	Custom per job	Cost plus 15%
<b>Brand: Interkal</b>		Warranty		
Athletic Misc.	Entire Brand or Catalog: Bleachers-Telescopic Bleacher parts	A	15% Off of Retail	
Athletic Misc.	Entire Brand or Catalog: Bleachers-Telescopic Bleachers	N	Custom per job	Cost plus 15%
<b>Brand: Jaypro</b>		Warranty		
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Bleachers, Benches-Bleachers	A	15% Off of Retail	>\$5K +2%: >\$10K +3%
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Nets, Goals, Pads-Goals And Goal Posts	A	15% Off of Retail	>\$5K +2%: >\$10K +3%
<b>Brand: Performance Sports</b>		Warranty		
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Bleachers, Benches-Bleachers	A	15% Off of Retail	>\$5K +2%: >\$10K +3%
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Nets, Goals, Pads-Goals And Goal Posts	A	15% Off of Retail	>\$5K +2%: >\$10K +3%
Athletic Misc.	Backstops, Divider Curtains-Backboards, Rims, Volleyball Equipment	A	15% Off of Retail	>\$5K +2%: >\$10K +3%



Contract # MC14-B14  
02/01/2014 through 01/31/2017

CB Seating Inc

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### 3 Earth Safe Inc

<u>Address</u> 140 Pleasant Lake Ave Harwich, MA 02645	<u>Contact</u> Stephen Orbe
<u>Email</u> steve@earthsafeinc.net	<u>Phone</u> 508-430-0777
<u>Web</u> www.earthsafeinc.net	<u>Tollfree</u>
<i>Small Business</i>	<u>Fax</u> 508-430-0730
	<u>FEI #</u> 043-111-977

Return Policy 30 Day returns and exchanges. Freight additional.  
Major Credit Cards MC, Visa, AMEX, Discover  
Delivery Two to three weeks.  
Cash Terms Net 30 Days  
Offer Extended  
FOB Destination.  
Freight Additional cost by weight, number of items and freight classification.  
 Estimate provided with each quote.  
Minimum Order No  
Additional Terms Indicate MHEC on Purchase Orders and Quotations

Contract  
extended to  
New England  
States:

Yes	No	Pending	Restricted	Restrictions Defined
<b>CT</b>				
<b>MA</b>				
<b>ME</b>				
<b>NH</b>				
<b>RI</b>				
<b>VT</b>				

**Brand: Kay Park Rec Corp.**

		Warranty		
Athletic Field Equipment & Supplies	Bleachers-Bleachers & Benches & Jiffy Movers	U	10% Off of MSRP	>\$10,000 +1%
Athletic Misc Safety Items	Barricades-Crowd, Sport, Gate Barricades	U	10% Off of MSRP	>\$10,000 +1%
Athletic Misc.	Sunshades-Sunshade Bleacher & Dugouts	U	10% Off of MSRP	>\$10,000 +1%
Athletic Playground, & Parks	Bike Racks-Bike Racks	U	10% Off of MSRP	>\$10,000 +1%

**Brand: SportsPlay, Inc.**

		Warranty		
Athletic Equipment Strength	Stationary Equipment-Outdoor Fitness Equipment	U	10% Off of MSRP	>\$10,000 +1%
Athletic Equipment Cardio	Stationary Equipment-Outdoor Fitness Equipment	U	10% Off of MSRP	>\$10,000 +1%
Athletic Field Equipment & Supplies	Backboards-Basketball, Baseball, Football, Soccer, Tennis, Lacross	U	10% Off of MSRP	>\$10,000 +1%
Athletic Field Equipment & Supplies	Backstop-Basketball, Baseball, Football, Soccer, Tennis, Lacross	U	10% Off of MSRP	>\$10,000 +1%
Athletic Field Equipment & Supplies	Foul Poles-Basketball, Baseball, Football, Soccer, Tennis, Lacross	U	10% Off of MSRP	>\$10,000 +1%
Athletic Field Equipment & Supplies	Goals-Basketball, Baseball, Football, Soccer, Tennis, Lacross	U	10% Off of MSRP	>\$10,000 +1%
Athletic Field Equipment & Supplies	Nets,-Basketball, Baseball, Football, Soccer, Tennis, Lacross	U	10% Off of MSRP	>\$10,000 +1%
Athletic Field Equipment & Supplies	Pitching Screens-Basketball, Baseball, Football, Soccer, Tennis, Lacross	U	10% Off of MSRP	>\$10,000 +1%
Athletic Field Equipment & Supplies	Posts-Basketball, Baseball, Football, Soccer, Tennis, Lacross	U	10% Off of MSRP	>\$10,000 +1%



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Earth Safe Inc

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#### 4 Fitness Associates, Inc. dba Frontline Fitness Equipment

<u>Address</u>	380 Jefferson Blvd. Warwick, RI 02886	<u>Contact</u>	Robert A Rae
<u>Email</u>	bob@frontlinefit.com	<u>Phone</u>	401-921-3200
<u>Web</u>	N/A	<u>Tollfree</u>	
		<u>Fax</u>	401-921-3228
		<u>FEI #</u>	05-0438441

Return Policy Cancellations will be charged a 20% restocking fee. Heart rate function on used equipment is not guaranteed. Exchanges with receipt within 14 business days, merchandise credit only.

Major Credit Cards MC, Visa, AMEX, Discover

Delivery Lead time is 6-8 weeks. See warranty

Cash Terms Net 30 Days

Offer Extended Offer IS extended to Faculty and Staff only

FOB Destination

Freight Included

Minimum Order No

Additional Terms Indicate MHEC on Purchase Orders and Quotations

Contract extended to New England States:

Yes	No	Pending	Restricted	Restrictions Defined
<b>CT</b>				
<b>MA</b>				
<b>ME</b>				
<b>NH</b>				
<b>RI</b>				
<b>VT</b>				

#### Brand: BH Fitness

		Warranty		
Athletic Equipment Strength	Entire Brand or Catalog: Examples: Benches; Racks-BH Strength Catalog	U	30% Off of MSRP	>\$10,000=1%; >\$25,000=2%; >\$50,000=3%
Athletic Equipment Cardio	Ex: Treadmills; Elliptical; Bikes-BH Cardio Product Catalog	U	30% Off of MSRP	>\$10,000=1%; >\$25,000=2%; >\$50,000=3%

#### Brand: Frontline Fitness Equipment

		Warranty		
Certified Pre-Owned Fitness Equipment	Examples: Benches; Racks; Dumbbells; Plates-All Certified Pre-Owned F E Inventory When Avail	O	N/A	>\$10,000=1%; >\$25,000=2%; >\$50,000=3%
Certified Pre-Owned Fitness Equipment	Examples: Treadmills; Ellipticals; Bikes-All Certified Pre-Owned F E Inventory When Avail	O	N/A	>\$10,000=1%; >\$25,000=2%; >\$50,000=3%
Preventative Maintenance Agreement (PMA) Contract	All equipment covered time period 1-2-3 yr contact-decided upon and purchased by the MHEC member	Y	N/A	10% off 1 yr PMA 15% off 2 yr PMA 20% off 3 yr PMA

#### Brand: Intek

		Warranty		
Athletic Equipment Free Weights	Ex: Dumbbells; Plates-Intek Strength Product Catalog	U	20% Off of MSRP	>\$10,000=1%; >\$25,000=2%; >\$50,000=3%

#### Brand: Matrix

		Warranty		
Athletic Equipment Strength	Entire Brand or Catalog: Examples: Benches; Racks-Matrix Strength Product Catalog	U	25% Off of MSRP	>\$10,000=1%; >\$25,000=2%; >\$50,000=3%
Athletic Equipment Cardio	Ex: Treadmills; Ellipticals; Bikes-Matrix Cardio Product Catalog	U	42% Off of MSRP	>\$10,000=1%; >\$25,000=2%; >\$50,000=3%

#### Brand: Nautilus

		Warranty		
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02/01/2014 through 01/31/2017

ssociates, Inc. dba Frontline Fitness Equipment

**Brand: Nautilus**

		Warranty			
Athletic Equipment	Strength	Entire Brand or Catalog: Examples: Benches; Racks-Nautilus Strength Product Catalog -MADE in USA	U	25% Off of MSRP	>\$10,000=1%; >\$25,000=2%; >\$50,000=3%
Athletic Equipment	Cardio	Ex: Treadmills; Elliptical; Bikes-Nautilus Cardio Product Catalog -MADE in USA	U	35% Off of MSRP	>\$10,000=1%; >\$25,000=2%; >\$50,000=3%

**Brand: York**

		Warranty			
Athletic Equipment	Free Weights	Ex: Dumbbells; Plates-York Barbell Product Catalog	U	25% Off of MSRP	>\$10,000=1%; >\$25,000=2%; >\$50,000=3%



## 5 Hat World Inc. dba Anaconda Sports/Lids Team Sports

<u>Address</u> 26 Trailwood Drive Bridgewater, MA 02324	<u>Contact</u> John Flanders <u>Phone</u> 508-740-3026
<u>Email</u> john.flanders@lids.com	<u>Tollfree</u>
<u>Web</u> www.lidsteamsports.com	<u>Fax</u> 317-599-3426 <u>FEI #</u> 46-0437884

Return Policy See store website for details www.lidsteamsports.com  
Major Credit Cards MC, Visa, AMEX, Discover  
Delivery 2-3 wks for embellished, 6 wks-3 m. for custom  
Cash Terms Net 30 Days  
Offer Extended Offer IS extended to Faculty, Staff & Students  
FOB Destination  
Freight Company typically requires 5% shipping on all orders. Shipping can also be built into the cost.  
Minimum Order NO  
Additional Terms Indicate MHEC on Purchase Orders and Quotations

Contract extended to New England States:

Yes	No	Pending	Restricted	Restrictions Defined
<b>CT</b>				
<b>MA</b>				
<b>ME</b>				
<b>NH</b>				
<b>RI</b>				
<b>VT</b>				

Brand: Lids Private Label		Warranty		
Athletic Clothing	Entire Brand or Catalog: All Sports - Apparel-www.lidsteamsports.com	AC	35% Off of Retail	>\$50,000 + 10%
Athletic Clothing	Entire Brand or Catalog: All Sports - Headwear-www.lidsteamsports.com	AC	35% Off of Retail	>\$50,000 + 10%
Brand: NIKE		Warranty		
Athletic Clothing	Entire Brand or Catalog: All Sports-www.lidsteamsports.com	AC	35% Off of Retail	>\$50,000 + 10%
Athletic Footwear	Entire Brand or Catalog: All Sports-www.lidsteamsports.com	AC	35% Off of Retail	>\$50,000 + 10%
Athletic Misc.	All Sports - Accessories-Entire Catalog or Brand: www.lidsteamsports.com	AC	35% Off of Retail	>\$50,000 + 10%
Athletic Sports Equipment Misc	Entire Brand or Catalog: All Sports-www.lidsteamsports.com	AC	35% Off of Retail	>\$50,000 + 10%
Athletic Uniforms	Entire Brand or Catalog: All Sports-www.lidsteamsports.com	AC	35% Off of Retail	>\$50,000 + 10%



Contract # MC14-B14  
 02/01/2014 through 01/31/2017

World Inc. dba Anaconda Sports/Lids Team Sports

**6 M E OBrien and Sons Inc**

<u>Address</u> 93 West Street Medfield, MA 02052	<u>Contact</u> Meghan O'Brien
<u>Email</u> meghan@obrienandsons.com	<u>Phone</u> 508-359-4200
<u>Web</u> www.obrienandsons.com	<u>Tollfree</u>
<i>Small Business/Woman Owned</i>	<u>Fax</u> 508-359-2817
	<u>FEI #</u> 042178556

Return Policy Returns can be made with prior authorization, manufacturer's restocking fees may apply

Major Credit Cards MC, Visa, AMEX, Discover

Delivery 3 to 8 weeks depending on manufacturer and product

Cash Terms Net 30 Days

Offer Extended Offer is NOT extended to Faculty, Staff & Students

FOB Destination

Freight Additional, calculated by weight, varies by manufacturer

Minimum Order No

Additional Terms Indicate MHEC on Purchase Orders and Quotations

Contract extended to New England States:

Yes	No	Pending	Restricted	Restrictions Defined
<b>CT</b>				
<b>MA</b>				
<b>ME</b>				
<b>NH</b>				
<b>RI</b>				
<b>VT</b>				

**Orders**

Erin O'Brien  
93 West Street  
Medfield, MA 02052  
Phone: 508-359-4200  
Fax: 508-359-2817  
Email: erin\_o'brien@obrienandsons.com

**Sales Rep**

Joe Dufour  
93 West Street  
Medfield, MA 02052  
Phone: 508-359-4200  
Fax: 508-359-2817  
Email: Joe\_Dufour@obrienandsons.com  
*South shore MA, Bristol County MA, Cape & Islands*

**Sales Rep**

Meghan O'Brien  
93 West Street  
Medfield, MA 02052  
Phone: 508-359-4200  
Fax: 508-359-2817  
Email: meghan@obrienandsons.com  
*RI*

**Sales Rep**

Andrew Berger  
93 West Street  
Medfield, MA 02052  
Phone: 508-359-4200  
Fax: 508-359-2817  
Email: Andy\_Berger@obrienandsons.com  
*Central MA, NE CT*

**Sales Rep**

John Taylor  
93 West Street  
Medfield, MA 02052  
Phone: 508-359-4200  
Fax: 508-359-2817  
Email: John\_Taylor@obrienandsons.com

**Sales Rep**

Peter Wallace  
93 West Street  
Medfield, MA 02052  
Phone: 203-426-7114  
Fax: 203-426-7116  
Email: Peter\_Wallace@obrienandsons.com  
*Berkshire County-MA, VT-Western/Eastern CT*



**Sales Rep**

Joel St. Pierre  
93 West Street  
Medfield, MA 02052  
Phone: 207-642-5713  
Fax: 207-642-5714  
Email: Joel\_SIPierre@obrienandsons.com  
ME, NH

<b>Brand: Cedar Forest Products, Made in USA</b>		Warranty	
Athletic Playground, & Parks	Entire Brand or Catalog -Entire Brand or Catalog - Pavilions, Dugout	H	3% Off of List >\$15,000 + 1%

<b>Brand: CycleSafe, Made in USA</b>		Warranty	
Athletic Playground, & Parks	Bike Lockers-Entire Brand or Catalog	B	3% Off of List >\$15,000 + 1%
Athletic Playground, & Parks	Bike Racks-Entire Brand or Catalog	D	3% Off of List >\$15,000 + 1%
Athletic Playground, & Parks	Entire Brand or Catalog	D	3% Off of List >\$15,000 + 1%
Athletic Playground, & Parks	Entire Brand or Catalog: Bike Racks-Wall Racks	C	3% Off of List >\$15,000 + 1%

<b>Brand: DuMor Incorporated Entire Catalog, Made in USA</b>		Warranty	
Athletic Field Equipment & Supplies	Player's Benches-Entire Brand or Catalog	E	5% Off of List >\$15,000 + 1%
Athletic Field Site Amenities	Park Benches-Entire Brand or Catalog	T	5% Off of List >\$15,000 + 1%
Athletic Field Site Amenities	Picnic Tables-Entire Brand or Catalog	T	5% Off of List >\$15,000 + 1%
Athletic Field Site Amenities	Trash Receptacles-Entire Brand or Catalog	T	5% Off of List >\$15,000 + 1%
Athletic Playground, & Parks	Bike Racks-Entire Brand or Catalog	B	5% Off of List >\$15,000 + 1%

<b>Brand: Installation Services</b>		Warranty	
Athletic Contract B14 Installation Services	Will provide and quote installation if desired-Entire Catalog or Brand: Site Preparation	A	Prevailing and Non-prevailing wages available

<b>Brand: Landscape Structures Incorporated, Made in USA</b>		Warranty	
Athletic Playground, & Parks	Bike Racks-Entire Brand or Catalog	J	5% Off of List >\$15,000 + 1%
Athletic Playground, & Parks	Entire Brand or Catalog	AA	5% Off of List >\$15,000 + 1%
Athletic Playground, & Parks	Entire Brand or Catalog: Playground Equipment-Fitness	AA	5% Off of List >\$15,000 + 1%
Athletic Playground, & Parks	Entire Brand or Catalog: Playground Equipment-Freestanding Play	AA	5% Off of List >\$15,000 + 1%
Athletic Playground, & Parks	Entire Brand or Catalog: Playground Equipment-Play Structures	AA	5% Off of List >\$15,000 + 1%
Athletic Playground, & Parks	Entire Brand or Catalog: Playground Equipment-PlaySense	AA	5% Off of List >\$15,000 + 1%
Athletic Playground, & Parks	Entire Brand or Catalog: Playground Equipment-Sports	AA	5% Off of List >\$15,000 + 1%
Athletic Playground, & Parks	Entire Brand or Catalog: Playground Equipment-Swings	J	5% Off of List >\$15,000 + 1%

<b>Brand: National Recreation Systems, Made in USA</b>		Warranty	
Athletic Field Equipment & Supplies	Benches-Entire Brand or Catalog	Q	3% Off of List >\$15,000 + 1%
Athletic Field Equipment & Supplies	Bleachers-Entire Brand or Catalog	Q	3% Off of List >\$15,000 + 1%
Athletic Field Equipment & Supplies	Entire Brand or Catalog	Q	3% Off of List >\$15,000 + 1%

<b>Brand: Patterson-Williams Athletic Manufacturing Company, Made in U</b>		Warranty	
Athletic Field Equipment & Supplies	Bleachers-Entire Brand or Catalog	J	3% Off of List >\$15,000 + 1%
Athletic Field Equipment & Supplies	Entire Brand or Catalog	B	3% Off of List >\$15,000 + 1%
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Baseball Equipment-Backstops	J	3% Off of List >\$15,000 + 1%
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Baseball Equipment-Bases	J	3% Off of List >\$15,000 + 1%
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Baseball Equipment-Dugouts	J	3% Off of List >\$15,000 + 1%
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Basketball Equipment-Goals	J	3% Off of List >\$15,000 + 1%
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Basketball Equipment-Nets	A	3% Off of List >\$15,000 + 1%
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Basketball Equipment-Outfits	R	3% Off of List >\$15,000 + 1%
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Football Equipment-Goals	H	3% Off of List >\$15,000 + 1%



**Contract # MC14-B14**  
02/01/2014 through 01/31/2017

M E O'Brien and Sons Inc

<b>Brand: Patterson-Williams Athletic Manufacturing Company, Made in U</b>		<b>Warranty</b>		
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Soccer Equipment-Goals	H	3% Off of List	>\$15,000 + 1%
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Soccer Equipment-Nets	A	3% Off of List	>\$15,000 + 1%
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Tennis Equipment-Nets	A	3% Off of List	>\$15,000 + 1%
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Tennis Equipment-Posts	H	3% Off of List	>\$15,000 + 1%
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Volleyball Equipment-Nets	A	3% Off of List	>\$15,000 + 1%
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Volleyball Equipment-Posts	H	3% Off of List	>\$15,000 + 1%
Athletic Field Equipment & Supplies	Player's Benches-Entire Brand or Catalog	J	3% Off of List	>\$15,000 + 1%
Athletic Field Equipment & Supplies	Tetherball Outfits-Entire Brand or Catalog	J	3% Off of List	>\$15,000 + 1%
Athletic Playground, & Parks	Bike Racks-Entire Brand or Catalog	H	3% Off of List	>\$15,000 + 1%
<b>Brand: Porter Corporation Polygon Entire Catalog, Made in USA</b>		<b>Warranty</b>		
Athletic Field Equipment & Supplies	Entire Brand or Catalog-Entire Brand or Catalog - Pavilions, Dugout	H	3% Off of List	>\$15,000 + 1%
<b>Brand: Shade Systems</b>		<b>Warranty</b>		
Athletic Playground, & Parks	Entire Brand or Catalog-Entire Brand or Catalog -Shade Structures & Dugout	I	3% Off of List	>\$15,000 + 1%
<b>Brand: Surface America Incorporated Entire Catalog, Made in USA</b>		<b>Warranty</b>		
Athletic Playground, & Parks	Playground Surfacing-Entire Brand or Catalog	M	5% Off of List	>\$15,000 + 1%
<b>Brand: Vortex Aquatic Structures International Ent Cat Made in North</b>		<b>Warranty</b>		
Athletic Playground, & Parks	Water Play-Entire Brand or Catalog	P	5% Off of List	>\$15,000 + 1%
<b>Brand: Wabash Valley Manufacturing Entire Catalog, Made in USA</b>		<b>Warranty</b>		
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Player's Benches-Signature Series	Z	3% Off of List	>\$15,000 + 1%
Athletic Field Site Amenities	Park Benches-Entire Brand or Catalog	Z	3% Off of List	>\$15,000 + 1%
Athletic Field Site Amenities	Picnic Tables-Entire Brand or Catalog	Z	3% Off of List	>\$15,000 + 1%
Athletic Field Site Amenities	Trash Receptacles-Entire Brand or Catalog	Z	3% Off of List	>\$15,000 + 1%
<b>Brand: Xgrass Entire Catalog, Made in USA</b>		<b>Warranty</b>		
Athletic Playground, & Parks	Playground Surfacing-Entire Brand or Catalog	H	5% Off of List	>\$15,000 + 1%



**7 New England Recreation Group, Inc.**

<u>Address</u> 203 Southwest Cutoff Northboro, MA 01532	<u>Contact</u> Charles Ramondo Jr.
<u>Email</u> nerg@nerecgroup.com	<u>Phone</u> 508-393-1963
<u>Web</u> www.nerecgroup.com	<u>Tollfree</u>
	<u>Fax</u> 508-393-1927
	<u>FEI #</u> 04-3287739

Return Policy 25% restocking fee plus freight to & from customer  
Major Credit Cards MC, Visa  
Delivery 3-8 weeks ARO depending on selections  
Cash Terms Net 30 Days  
Offer Extended Offer IS extended to Faculty, Staff & Students  
FOB Origin  
Freight Freight is additional and is based on weight and delivery zip code as third party shipping companies are utilized to achieve best shipping costs for products.  
Minimum Order \$1,000 on equipment except \$350 on Dynacushion & \$5,000 on installation  
Additional Terms NERG is happy to assist MHEC customers by email (nerg@nerecgroup.com) or phone (800-861-1209 or 508-393-1963) with any questions they may have. We are also able to accept purchase orders (with MHEC written on them) from customers by email or fax (508-393-1927). Indicate MHEC on Purchase Orders and Quotations

Contract extended to New England States:

Yes	No	Pending	Restricted	Restrictions Defined
<b>CT</b>				
<b>MA</b>				
<b>ME</b>				
<b>NH</b>				
<b>RI</b>				
<b>VT</b>				

**Sales Rep**  
 Robin Spencer  
 203 Southwest Cutoff  
 Northboro, MA 01532  
 Phone: 800-861-1209  
 Fax: 508-393-1927  
 Email: robin@nerecgroup.com

<b>Brand: ARC</b>		<b>Warranty</b>
Athletic Playground, & Parks	Entire Catalog: Skate Park	AD Cost Plus 14% >\$50,000+2%
<b>Brand: Bright Idea Shops</b>		<b>Warranty</b>
Athletic Playground, & Parks	Entire Catalog: Site Amenities: Picnic tables,-trash receptacles, planters benches, grills,	AD 5% Off of MSRP >\$50,000+2%
<b>Brand: BRP by Bison</b>		<b>Warranty</b>
Athletic Playground, & Parks	Entire Catalog: Site Amenities: Picnic tables,-benches, grills, trash receptacles, planters	AD 5% Off of MSRP >\$50,000+2%
<b>Brand: Colorado Time</b>		<b>Warranty</b>
Athletic Field Equipment & Supplies	Entire Catalog: Scoreboards/Wallboards, Lighting-Track Equipment-Hurdles	AD 5% Off of MSRP >\$50,000+2%



**Contract # MC14-B14**  
 02/01/2014 through 01/31/2017

New England Recreation Group, Inc.

<b>Brand: Dero</b>		Warranty	
Athletic Playground, & Parks	Entire Catalog: Bike Racks Bike Lockers	AD	5% Off of MSRP >\$50,000+2%
<b>Brand: Douglas</b>		Warranty	
Athletic Field Equipment & Supplies	Entire Catalog: Basketball, Volleyball, Unicourt	AD	5% Off of MSRP >\$50,000+2%
Athletic Field Equipment & Supplies	Entire Catalog: Nets, Goals , Pole Pads, Fences,-Carry Bags, Back Stops	AD	5% Off of MSRP >\$50,000+2%
Athletic Field Equipment & Supplies	Entire Catalog: Soccer, Hockey,-Custom Netting and Vinyl	AD	5% Off of MSRP >\$50,000+2%
Athletic Field Equipment & Supplies	Entire Catalog: Tennis- Baseball Windscreens	AD	5% Off of MSRP >\$50,000+2%
<b>Brand: Dynacushion-Pierceton Rubber Products</b>		Warranty	
Athletic Field Equipment & Supplies	Entire Catalog: Bleachers, Benches, Dugouts ,-Outdoor Mats	AD	Cost Plus 28% >\$50,000+2%
<b>Brand: Dynamo</b>		Warranty	
Athletic Playground, & Parks	Entire Catalog: Playground Equipment,- Swings, Slides Tetherball, Jungle Jims	AD	5% Off of MSRP >\$50,000+2%
<b>Brand: Gared</b>		Warranty	
Athletic Field Equipment & Supplies	Entire Catalog:-hockey and lacrosse goals & accessories	AD	5% Off of MSRP >\$50,000+2%
Athletic Field Equipment & Supplies	Entire Catalog:-soccer indoor & outdoor volleyball equipment	AD	5% Off of MSRP >\$50,000+2%
Athletic Field Equipment & Supplies	Entire Catalog: baseball and softball amenities	AD	5% Off of MSRP >\$50,000+2%
Athletic Field Equipment & Supplies	Entire Catalog: Basketball backstops, basketball,-gymnasium	AD	5% Off of MSRP >\$50,000+2%
Athletic Field Equipment & Supplies	Entire Catalog: Bleachers, Benches, Dugouts ,-Outdoor Mats	AD	5% Off of MSRP >\$50,000+2%
Athletic Field Equipment & Supplies	Entire Catalog: football goalposts & accessories	AD	5% Off of MSRP >\$50,000+2%
Athletic Field Equipment & Supplies	Entire Catalog: Nets, Goals , Pole Pads, Fences,-Carry Bags, Back Stops	AD	5% Off of MSRP >\$50,000+2%
Athletic Field Equipment & Supplies	Entire Catalog: Scoreboards/Wallboards, Lighting-Track Equipment-Hurdles	AD	5% Off of MSRP >\$50,000+2%
Athletic Playground, & Parks	Entire Catalog: Bike Racks Bike Lockers	AD	5% Off of MSRP >\$50,000+2%
<b>Brand: Greenfields Outdoor Fitness</b>		Warranty	
Athletic Equipment Strength	Entire Catalog: Stationary Equipment	AD	5% Off of MSRP >\$50,000+2%
Athletic Equipment Cardio	Entire Catalog: Stationary Equipment	AD	5% Off of MSRP >\$50,000+2%
<b>Brand: GT Grandstands</b>		Warranty	
Athletic Field Equipment & Supplies	Entire Catalog: Bleachers, Benches, Dugouts ,-Outdoor Mats	AD	5% Off of MSRP >\$50,000+2%
<b>Brand: Installation-Prevailing Wage</b>		Warranty	
Athletic Equipment Strength	Stationary Equipment-Entire Brand or Catalog	A	50% orders \$5,000- >\$50,000+2% 20,000 35% over 20,000
Athletic Equipment Cardio	Stationary Equipment-Entire Brand or Catalog	A	50% orders \$5,000- >\$50,000+2% 20,000 35% over 20,000
Athletic Field Equipment & Supplies	baseball and softball amenities-Entire Brand or Catalog	A	50% orders \$5,000- >\$50,000+2% 20,000 35% over 20,000
Athletic Field Equipment & Supplies	Basketball backstops, basketball, gymnasium-Entire Brand or Catalog	A	50% orders \$5,000- >\$50,000+2% 20,000 35% over 20,000
Athletic Field Equipment & Supplies	Basketball, Volleyball, Unicourt, Soccer,-Entire Brand or Catalog	A	50% orders \$5,000- >\$50,000+2% 20,000 35% over 20,000
Athletic Field Equipment & Supplies	Bleachers, Benches, Dugouts , Outdoor Mats-Entire Brand or Catalog	A	50% orders \$5,000- >\$50,000+2% 20,000 35% over 20,000
Athletic Field Equipment & Supplies	football goalposts & accessories-Entire Brand or Catalog	A	50% orders \$5,000- >\$50,000+2% 20,000 35% over 20,000
Athletic Field Equipment & Supplies	hockey and lacrosse goals & accessories-Entire Brand or Catalog	A	50% orders \$5,000- >\$50,000+2% 20,000 35% over 20,000
Athletic Field Equipment & Supplies	Hockey, Custom Netting and Custom Vinyl-Entire Brand or Catalog	A	50% orders \$5,000- >\$50,000+2% 20,000 35% over 20,000



**Brand: Installation-Prevailing Wage**

		Warranty	
Athletic Field Equipment & Supplies	Indoor & outdoor volleyball equipment, soccer-Entire Brand or Catalog	A	50% orders \$5,000- >\$50,000+2% 20,000 35% over 20,000
Athletic Field Equipment & Supplies	Nets, Goals , Pole Pads, Fences,-Entire Catalog or Brand: Carry Bags, Back Stops	A	50% orders \$5,000- >\$50,000+2% 20,000 35% over 20,000
Athletic Field Equipment & Supplies	Scoreboards/Wallboards, Lighting,-Track Equipment-Hurdles	Y	N/A N/A
Athletic Field Equipment & Supplies	Tennis, Baseball, Windscreens,-Entire Brand or Catalog	A	50% orders \$5,000- >\$50,000+2% 20,000 35% over 20,000
Athletic Field Ground	Turf, Artificial Turf, Surfacing Material,-Entire Catalog or Brand: Drag Rakes	A	50% orders \$5,000- >\$50,000+2% 20,000 35% over 20,000
Athletic Playground, & Parks	Bike Racks Bike Lockers-Entire Brand or Catalog	A	50% orders \$5,000- >\$50,000+2% 20,000 35% over 20,000
Athletic Playground, & Parks	Dog Parks-Entire Brand or Catalog	A	50% orders \$5,000- >\$50,000+2% 20,000 35% over 20,000
Athletic Playground, & Parks	Mats - Playground Tiles, Mats - Sport Mats-Entire Brand or Catalog	A	50% orders \$5,000- >\$50,000+2% 20,000 35% over 20,000
Athletic Playground, & Parks	Playground & Surfacing Materials-Entire Brand or Catalog	A	50% orders \$5,000- >\$50,000+2% 20,000 35% over 20,000
Athletic Playground, & Parks	Playground Equipment, Swings,-Slides Tetherball, Jungle Jims	A	50% orders \$5,000- >\$50,000+2% 20,000 35% over 20,000
Athletic Playground, & Parks	Shade Structures-Entire Brand or Catalog	A	50% orders \$5,000- >\$50,000+2% 20,000 35% over 20,000
Athletic Playground, & Parks	Site Amenities: Picnic tables, benches, grills,-trash receptacles, planters	A	50% orders \$5,000- >\$50,000+2% 20,000 35% over 20,000
Athletic Playground, & Parks	Skate Park-Entire Brand or Catalog	A	50% orders \$5,000- >\$50,000+2% 20,000 35% over 20,000

**Brand: Play and Park Structures**

		Warranty	
Athletic Equipment Strength	Entire Catalog: Stationary Equipment	S	5% Off of MSRP >\$50,000+2%
Athletic Equipment Cardio	Entire Catalog: Stationary Equipment	S	5% Off of MSRP >\$50,000+2%
Athletic Field Ground	Entire Catalog: Turf, Artificial Turf,-Surfacing Mat' l, Drag Rakes	S	5% Off of MSRP >\$50,000+2%
Athletic Playground, & Parks	Entire Catalog: Mats --Playground Tiles, Mats - Sport Mats	S	5% Off of MSRP >\$50,000+2%
Athletic Playground, & Parks	Entire Catalog: Playground Equipment,-Swings, Slides Tetherball, Jungle Jims	S	5% Off of MSRP >\$50,000+2%
Athletic Playground, & Parks	Entire Catalog: Playground&Surfacing Mat's:-RUBBER: Shredded, Poured or Bonded, Play Turf	S	5% Off of MSRP >\$50,000+2%

**Brand: RCP Shelters**

		Warranty	
Athletic Playground, & Parks	Shade Structures-Entire Brand or Catalog	AD	5% Off of MSRP >\$50,000+2%

**Brand: UltraPlay**

		Warranty	
Athletic Playground, & Parks	Entire Catalog: Playground Equipment,-Swings, Slides Tetherball, Jungle Jims	AD	5% Off of MSRP >\$50,000+2%

**Brand: UltraShade**

		Warranty	
Athletic Playground, & Parks	Entire Catalog: Shade Structures	AD	5% Off of MSRP >\$50,000+2%

**Brand: UltraShelter**

		Warranty	
Athletic Playground, & Parks	Entire Catalog: Shade Structures	AD	5% Off of MSRP >\$50,000+2%

**Brand: UltraSite**

		Warranty	
Athletic Field Equipment & Supplies	Entire Catalog: Bleachers, Benches, Dugouts ,-Outdoor Mats	AD	5% Off of MSRP >\$50,000+2%
Athletic Playground, & Parks	Entire Catalog: Bike Racks Bike Lockers	AD	5% Off of MSRP >\$50,000+2%
Athletic Playground, & Parks	Entire Catalog: Dog Parks	AD	5% Off of MSRP >\$50,000+2%
Athletic Playground, & Parks	Entire Catalog: Site Amenities: Picnic tables,-benches, grills, trash receptacles, planters	AD	5% Off of MSRP >\$50,000+2%

**Brand: USA Shade-Sunports**

		Warranty	
Athletic Playground, & Parks	Entire Catalog: Shade Structures	AD	5% Off of MSRP >\$50,000+2%



## 8 School Health Corporation

<u>Address</u> 865 Muirfield Drive Hanover Park, IL 60133	<u>Contact</u> Amy Bauer
<u>Email</u> abauer@schoolhealth.com	<u>Phone</u> 866-323-5465
<u>Web</u> www.schoolhealth.com/mhec	<u>Tollfree</u> 866-323-5465
<i>Woman Owned</i>	<u>Fax</u> 800-235-1305
	<u>FEI #</u> 36-2425385

Return Policy See store website for details www.schoolhealth.com  
Major Credit Cards MC, Visa, AMEX, Discover  
Delivery 1-7 days ARO  
Cash Terms Net 30 Days  
Offer Extended Offer IS extended to Faculty, Staff & Students  
FOB Destination  
Freight Included  
Minimum Order No  
Additional Terms Indicate MHEC on Purchase Orders and Quotations

Contract extended to New England States:

Yes	No	Pending	Restricted	Restrictions Defined
<b>CT</b>				
<b>MA</b>				
<b>ME</b>				
<b>NH</b>				
<b>RI</b>				
<b>VT</b>				

### Orders

Deborah Sobel  
865 Muirfield Dr  
Hanover Park, IL 60133  
Phone: 866-323-5465 X7901  
Fax: 800-235-1305  
Email: customercare@schoolhealth.com

### Orders

Beth Reed  
865 Muirfield Dr  
Hanover Park, IL 60133  
Phone: 866-323-5465 X7901  
Fax: 800-235-1305  
Email: orders@schoolhealth.com

### Orders

Order Department  
865 Muirfield Drive  
Hanover Park, IL 60133  
Phone: 866-323-5465  
TollFree: 866-323-5465  
Fax: 800-235-5465  
Email: orders@schoolhealth.com

### Remit

Nedra Ware-Hood  
6764 Eagle Way  
Chicago, IL 60678  
Phone: 866-323-5465  
TollFree: 866-323-5465  
Fax: 800-235-5465  
Email: accounting@schoolhealth.com

### Sales Rep

Doug Zybrands  
50 Sherwood  
Marlborough, CT 06447  
Phone: 630-903-0833  
Fax: 800-235-1305  
Email: dzybrands@schoolhealth.com

### Brand: Entire Sports Health Catalog

### Warranty

Athletic Sports Medicine Supplies	Accessories And Supplies-Entire Brand or Catalog	A	12% Off of Supplier	Call for Volume Discount
Athletic Sports Medicine Supplies	AED-Entire Brand or Catalog	A	12% Off of Supplier	Call for Volume Discount
Athletic Sports Medicine Supplies	Bandages-Entire Brand or Catalog	A	12% Off of Supplier	Call for Volume Discount



Contract # MC14-B14  
02/01/2014 through 01/31/2017

School Health Corporation

**Brand: Entire Sports Health Catalog**

		Warranty	
Athletic Sports Medicine Supplies	First Aid Kits-Entire Brand or Catalog	A	12% Off of Supplier Call for Volume Discount
Athletic Sports Medicine Supplies	Ice Packs-Entire Brand or Catalog	A	12% Off of Supplier Call for Volume Discount
Athletic Sports Medicine Supplies	Tape-Entire Brand or Catalog	A	12% Off of Supplier Call for Volume Discount



**9 Scoreboard Enterprises, Inc.**

<u>Address</u> 274 Fruit Street Mansfield, MA 02048	<u>Contact</u> Mark Hurley <u>Phone</u> 508-339-8113
<u>Email</u> mark@scoreboardenterprises.com	<u>Tollfree</u>
<u>Web</u> www.scoreboardenterprises.com	<u>Fax</u> 508-339-0184 <u>FEI #</u> 04-2605-006

Return Policy No returns on custom ordered equipment, returns on standard equipment within 15 business days & subject to restocking fee.  
Major Credit Cards Mastercard, Visa, Amex up to \$5,000.00  
Delivery 4-6 Weeks ARO  
Cash Terms Net 30 Days  
Offer Extended Offer IS extended to Faculty, Staff & Students  
FOB Destination  
Freight No freight included, freight varies too greatly based on height, weight and length of equipment to provide fair and accurate shipping costs  
Minimum Order No  
Additional Terms Indicate MHEC on Purchase Orders and Quotations

Contract extended to New England States:

Yes	No	Pending	Restricted	Restrictions Defined
<b>CT</b>				
<b>MA</b>				
<b>ME</b>				
<b>NH</b>				
<b>RI</b>				
	<b>VT</b>			

Sales Rep  
 Mark Hurley  
 274 Fruit Street  
 Mansfield, MA 02048  
 Phone: 508-339-8113  
 Fax: 508-339-0184  
 Email: mark@scoreboardenterprises.com  
 MA, CT, RI, NH, ME

Brand: Atlas Sound		Warranty		
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Field/Gym Sound Equipment-Speakers Amplifiers	L	10% Off of List Price from Manufacturer	>\$20,000 + 2%; >\$25,000 + 5%

Brand: Daktronics		Warranty		
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Marquee/Message Displays-Message Display	K	15% Off of List Price from Manufacturer	
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Scoreboards-Scoring System Timing System	K	10% Off of List Price from Manufacturer	>\$15,000 + 2%; >\$20,000 + 3%; >\$25,000 + 5%
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Solar Power Kit-Scoreboard Solar Kit	N	15% Off of List Price from Manufacturer	
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Swim Timing Systems-Scoring System Timing System	K	10% Off of List Price from Manufacturer	>\$15,000 + 2%; >\$20,000 + 3%; >\$25,000 + 5%

**Brand: Daktronics**

		Warranty		
Athletic Field Equipment & Supplies	Sound Systems Scorer's Tables-Scoring System Timing System	K	10% Off of List Price from Manufacturer	>\$15,000 +2%; >\$20,000 + 3%; >\$25,000 + 5%
Athletic Field Equipment & Supplies	Sports Video / Message Displays-Scoring System Timing System	K	10% Off of List Price from Manufacturer	>\$15,000 +2%; >\$20,000 + 3%; >\$25,000 + 5%

**Brand: Gared**

		Warranty		
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Gym Equipment-Backboards Goal Posts	G	10% Off of List Price from Manufacturer	>\$15,000 +2%; >\$20,000 + 3%; >\$25,000 + 5%

**Brand: LynRus**

		Warranty		
Athletic Field Equipment & Supplies	Entire Brand or Catalog: Backboard Motors-Aut-O-Locs	L	10% Off of List Price from Manufacturer	>\$15,000 +2%; >\$20,000 + 3%; >\$25,000 + 5%

**Brand: PowerAd Company**

		Warranty		
Athletic Field Equipment & Supplies	Standard, Backlit, Scrolling Scorer's Tables-Entire Brand or Catalog	F	10% Off of List Price from Manufacturer	>\$15,000 +2%; >\$20,000 + 3%; >\$25,000 + 5%



**10 Stadium System, Inc.**

<u>Address</u> PO Box 940 Canaan, CT 06018	<u>Contact</u> Mary Janusz <u>Phone</u> 800-708-0059
<u>Email</u> mjanusz@stadiumsystem.net	<u>Tollfree</u>
<u>Web</u> www.stadiumsystem.net	<u>Fax</u> <u>FEI #</u> 06-0764566

Return Policy 30 day return/exception -all custom goods are not returnable  
Major Credit Cards MC, Visa, AMEX, Discover  
Delivery As needed  
Cash Terms Net 30 Days  
Offer Extended Offer IS extended to Faculty and Staff only  
FOB Destination  
Freight Included  
Minimum Order No  
Additional Terms Indicate MHEC on Purchase Orders and Quotations

Contract extended to New England States:

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<b>MA</b>				
<b>ME</b>				
<b>NH</b>				
<b>RI</b>				
<b>VT</b>				

**Orders**

Corey Hassig  
61 Church St  
Canaan, CT 06018  
Phone: 800-708-0059  
TollFree: 800-708-0059  
Fax: 800-708-0059  
Email: corey\_0214@hotmail.com

**Remit**

Mary Janusz  
PO Box 940  
Canaan, CT 06018  
Phone: 800-708-0059  
Email: mjanusz@stadiumsystem.net

**Sales Rep**

Bob Posey  
61 Church St  
Canaan, CT 06018  
Phone: 413-329-6240  
TollFree: 800-708-0059  
Fax: 800-708-0060  
Email: bobposeystadium@gmail.com  
MA

**Brand: Adams**

**Warranty**

Athletic Protective Equipment	Entire Brand or Catalog	Dealer Cost plus 15%	N/A
Athletic Sports Medicine Supplies	Entire Brand or Catalog	Dealer Cost plus 15%	N/A

**Brand: All Star**

**Warranty**

Athletic Clothing	Entire Brand or Catalog	Dealer Cost plus 15%	N/A
Athletic Uniforms	Entire Brand or Catalog	Dealer Cost plus 15%	N/A

**Brand: Alleson Athletic**

**Warranty**

Athletic Clothing	Entire Brand or Catalog	40% Off of Retail	N/A
Athletic Footwear	Entire Brand or Catalog	40% Off of Retail	N/A
Athletic Protective Equipment	Entire Brand or Catalog	40% Off of Retail	N/A
Athletic Sports Equipment Misc	Entire Brand or Catalog	40% Off of Retail	N/A
Athletic Uniforms	Entire Brand or Catalog	40% Off of Retail	N/A

**Brand: Asics**

**Warranty**

Athletic Clothing	Entire Brand or Catalog	41% Off of Retail	N/A
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**Contract # MC14-B14**  
02/01/2014 through 01/31/2017

**Stadium System, Inc.**

<b>Brand: Asics</b>		Warranty	
Athletic Footwear	Entire Brand or Catalog	41% Off of Retail	N/A
<b>Brand: Athletic Connection</b>		Warranty	
Athletic Clothing	Entire Brand or Catalog	Dealer Cost plus 20%	N/A
Athletic Field Equipment & Supplies	Entire Brand or Catalog	Dealer Cost plus 20%	N/A
Athletic Physical Education Equipment	Entire Brand or Catalog	Dealer Cost plus 20%	N/A
Athletic Protective Equipment	Entire Brand or Catalog	Dealer Cost plus 20%	N/A
Athletic Sports Equipment Misc	Entire Brand or Catalog	Dealer Cost plus 20%	N/A
Athletic Sports Medicine Supplies	Entire Brand or Catalog	Dealer Cost plus 20%	N/A
<b>Brand: Augusta</b>		Warranty	
Athletic Clothing	Entire Brand or Catalog	30% Off of Retail	N/A
<b>Brand: Baden</b>		Warranty	
Athletic Physical Education Equipment	Entire Brand or Catalog	Dealer Cost plus 10%	N/A
Athletic Sports Equipment Misc	Entire Brand or Catalog	Dealer Cost plus 10%	N/A
<b>Brand: Brine</b>		Warranty	
Athletic Physical Education Equipment	Entire Brand or Catalog	Dealer Cost plus 35%	N/A
Athletic Sports Equipment Misc	Entire Brand or Catalog	Dealer Cost plus 35%	N/A
<b>Brand: Broder</b>		Warranty	
Athletic Clothing	Entire Brand or Catalog	35% Off of Retail	N/A
<b>Brand: Brute</b>		Warranty	
Athletic Clothing	Entire Brand or Catalog	35% Off of Retail	N/A
Athletic Playground, & Parks	Entire Brand or Catalog	35% Off of Retail	N/A
Athletic Protective Equipment	Entire Brand or Catalog	35% Off of Retail	N/A
Athletic Uniforms	Entire Brand or Catalog	35% Off of Retail	N/A
<b>Brand: Champion</b>		Warranty	
Athletic Field Equipment & Supplies	Entire Brand or Catalog	Dealer Cost plus 35%	N/A
Athletic Sports Equipment Misc	Entire Brand or Catalog	Dealer Cost plus 35%	N/A
<b>Brand: Champro</b>		Warranty	
Athletic Field Equipment & Supplies	Entire Brand or Catalog	Dealer Cost plus 35%	N/A
Athletic Sports Equipment Misc	Entire Brand or Catalog	Dealer Cost plus 35%	N/A
<b>Brand: Charles River</b>		Warranty	
Athletic Clothing	Entire Brand or Catalog	Dealer Cost plus 35%	N/A
<b>Brand: Cliff Keen</b>		Warranty	
Athletic Clothing	Entire Brand or Catalog	35% Off of Retail	N/A
Athletic Playground, & Parks	Entire Brand or Catalog	35% Off of Retail	N/A
Athletic Protective Equipment	Entire Brand or Catalog	35% Off of Retail	N/A
Athletic Uniforms	Entire Brand or Catalog	35% Off of Retail	N/A
<b>Brand: Cramer</b>		Warranty	
Athletic Misc.	Entire Brand or Catalog	Dealer Cost plus 30%	N/A
Athletic Protective Equipment	Entire Brand or Catalog	Dealer Cost plus 30%	N/A
Athletic Sports Medicine Supplies	Entire Brand or Catalog	Dealer Cost plus 30%	N/A
<b>Brand: Custom Gear</b>		Warranty	
Athletic Uniforms	Entire Brand or Catalog	15% Off of Dealer ; no upcharge for sizes	N/A



<b>Brand: Custom Gear</b>		Warranty	
Athletic Uniforms	Entire Brand or Catalog	30% Off of Dealer ; N/A no upcharge for sizes	
<b>Brand: Dynamic</b>		Warranty	
Athletic Clothing	Entire Brand or Catalog	Dealer Cost plus 25%	N/A
Athletic Uniforms	Entire Brand or Catalog	Dealer Cost plus 25%	N/A
<b>Brand: Fisher</b>		Warranty	
Athletic Field Equipment & Supplies	Entire Brand or Catalog	Dealer Cost plus 5%	N/A
<b>Brand: Game Gear</b>		Warranty	
Athletic Clothing	Entire Brand or Catalog	35% Off of Retail	N/A
Athletic Uniforms	Entire Brand or Catalog	35% Off of Retail	N/A
<b>Brand: Game Sportswear</b>		Warranty	
Athletic Clothing	Entire Brand or Catalog	35% Off of Retail	N/A
<b>Brand: Gill</b>		Warranty	
Athletic Field Equipment & Supplies	Entire Brand or Catalog	Dealer Cost plus 5%	N/A
<b>Brand: Goal Sports</b>		Warranty	
Athletic Field Equipment & Supplies	Entire Brand or Catalog	Dealer Cost plus 30%	N/A
<b>Brand: Hadar</b>		Warranty	
Athletic Field Equipment & Supplies	Entire Brand or Catalog	Dealer Cost plus 35%	N/A
<b>Brand: Holloway</b>		Warranty	
Athletic Clothing	Entire Brand or Catalog	Dealer Cost plus 35%	N/A
Athletic Uniforms	Entire Brand or Catalog	Dealer Cost plus 35%	N/A
<b>Brand: Kwik Goal</b>		Warranty	
Athletic Field Equipment & Supplies	Entire Brand or Catalog	Dealer Cost plus 35%	N/A
<b>Brand: Martin</b>		Warranty	
Athletic Physical Education Equipment	Entire Brand or Catalog	35% Off of Retail	N/A
Athletic Sports Equipment Misc	Entire Brand or Catalog	35% Off of Retail	N/A
<b>Brand: Mcdavid</b>		Warranty	
Athletic Protective Equipment	Entire Brand or Catalog	Dealer Cost plus 30%	N/A
<b>Brand: Mueller</b>		Warranty	
Athletic Sports Medicine Supplies	Entire Brand or Catalog	Dealer Cost plus 35%	N/A
<b>Brand: Mizuno</b>		Warranty	
Athletic Clothing	Entire Brand or Catalog	Dealer Cost plus 35%	N/A
Athletic Sports Equipment Misc	Entire Brand or Catalog	Dealer Cost plus 35%	N/A
<b>Brand: New Balance</b>		Warranty	
Athletic Clothing	Entire Brand or Catalog	38% Off of Retail	N/A
Athletic Footwear	Entire Brand or Catalog	38% Off of Retail	N/A
Athletic Uniforms	Entire Brand or Catalog	38% Off of Retail	N/A
<b>Brand: Oakley</b>		Warranty	
Athletic Clothing	Entire Brand or Catalog	35% Off of Retail	N/A
Athletic Protective Equipment	Entire Brand or Catalog	35% Off of Retail	N/A
<b>Brand: Outdoor Cap</b>		Warranty	
Athletic Clothing	Entire Brand or Catalog	Dealer Cost plus 35%	N/A
<b>Brand: Power Max</b>		Warranty	



<b>Brand: Power Max</b>		Warranty	
Athletic Equipment Cardio	Entire Brand or Catalog	Dealer Cost plus 5%	N/A
Athletic Equipment Free Weights	Entire Brand or Catalog	Dealer Cost plus 5%	N/A
<b>Brand: Powers</b>		Warranty	
Athletic Uniforms	Entire Brand or Catalog	35% Off of Retail	N/A
<b>Brand: Powertek</b>		Warranty	
Athletic Clothing	Entire Brand or Catalog	Dealer Cost plus 35%	N/A
<b>Brand: Pro Celebrity</b>		Warranty	
Athletic Clothing	Entire Brand or Catalog	35% Off of Retail	N/A
<b>Brand: Pukka</b>		Warranty	
Athletic Clothing	Entire Brand or Catalog	Dealer Cost plus 35%	N/A
<b>Brand: Rawlings</b>		Warranty	
Athletic Physical Education Equipment	Entire Brand or Catalog	Dealer Cost plus 35%	N/A
Athletic Sports Equipment Misc	Entire Brand or Catalog	Dealer Cost plus 35%	N/A
<b>Brand: Schutt</b>		Warranty	
Athletic Protective Equipment	Entire Brand or Catalog	A Dealer Cost plus 20%	N/A
<b>Brand: Shock Doctor</b>		Warranty	
Athletic Protective Equipment	Entire Brand or Catalog	Dealer Cost plus 35%	N/A
<b>Brand: Spaulding</b>		Warranty	
Athletic Physical Education Equipment	Entire Brand or Catalog	Dealer Cost plus 20%	N/A
Athletic Sports Equipment Misc	Entire Brand or Catalog	Dealer Cost plus 20%	N/A
<b>Brand: Sport Helmet</b>		Warranty	
Athletic Protective Equipment	Entire Brand or Catalog	Dealer Cost plus 25%	N/A
<b>Brand: Sport Star</b>		Warranty	
Athletic Protective Equipment	Entire Brand or Catalog	Dealer Cost plus 35%	N/A
<b>Brand: Stormtech</b>		Warranty	
Athletic Clothing	Entire Brand or Catalog	40% Off of Retail	N/A
<b>Brand: Stromgren</b>		Warranty	
Athletic Protective Equipment	Entire Brand or Catalog	Dealer Cost plus 35%	N/A
<b>Brand: Tachikara</b>		Warranty	
Athletic Physical Education Equipment	Entire Brand or Catalog	Dealer Cost plus 28%	N/A
Athletic Sports Equipment Misc	Entire Brand or Catalog	Dealer Cost plus 28%	N/A
<b>Brand: The Game</b>		Warranty	
Athletic Clothing	Entire Brand or Catalog	35% Off of Retail	N/A
<b>Brand: Twin City</b>		Warranty	
Athletic Clothing	Entire Brand or Catalog	Dealer Cost plus 35%	N/A
<b>Brand: Under Armour</b>		Warranty	
Athletic Clothing	Entire Brand or Catalog	41% Off of Retail	N/A
Athletic Equipment & Supplies	Entire Brand or Catalog	41% Off of Retail	N/A
Athletic Footwear	Entire Brand or Catalog	41% Off of Retail	N/A
Athletic Physical Education Equipment	Entire Brand or Catalog	41% Off of Retail	N/A
Athletic Protective Equipment	Entire Brand or Catalog	41% Off of Retail	N/A
Athletic Sports Equipment Misc	Entire Brand or Catalog	41% Off of Retail	N/A



**Brand: Under Armour**

		Warranty	
Athletic Uniforms	Entire Brand or Catalog	41% Off of Retail	N/A

**Brand: Wilson**

		Warranty	
Athletic Physical Education Equipment	Entire Brand or Catalog	40% Off of Retail	N/A
Athletic Sports Equipment	Entire Brand or Catalog	40% Off of Retail	N/A
Misc			



## 11 Systematics Inc

<u>Address</u> 9 Otis Street Westborough, MA 01581	<u>Contact</u> Tom Carmody
<u>Email</u> tcarmody@systematics.biz	<u>Phone</u> 774-239-3618
<u>Web</u> www.systematics.biz	<u>Tollfree</u>
<i>Small Business</i>	<u>Fax</u>
	<u>FEI #</u> 27-1984542

Return Policy 20% restocking fee plus freight  
Major Credit Cards MC, Visa, AMEX, Discover  
Delivery 15-60 days depending on product  
Cash Terms Net 30 Days  
Offer Extended Offer IS extended to Faculty, Staff & Students  
FOB Destination  
Freight .05 of list  
Minimum Order 100  
Additional Terms Net 30, Indicate MHEC on Purchase Orders and Quotations

Contract extended to New England States:

Yes	No	Pending	Restricted	Restrictions Defined
CT				
MA				
ME				
NH				
RI				
VT				

### Sales Rep

Tom Carmody  
 9 Otis Street  
 Westborough, MA 01581  
 Phone: 508-599-3534  
 Fax: 508-366-1307  
 Email: tcarmody@systematic.biz

### Brand: Tennsco Entire Catalog

### Warranty

Athletic Contract B14 Installation Services				\$65/hr standard rate, \$84.50 PW rate and 1.5x for Sat and 2x for Sun
Athletic Contract B14 Maintenance Services				\$65/hr standard rate, \$84.50 PW rate and 1.5x for Sat and 2x for Sun
Athletic Field Equipment & Supplies	Storage Bins, Containers, Carts, Roll Out-Entire Brand or Catalog	A	32% Delivered, 16% Delivered And Installed Off of MSRP	33% And 16% Above \$40,000
Athletic Misc.	Shelving, Panels display-Entire Brand or Catalog	A	32% Delivered, 16% Delivered And Installed Off of MSRP	33% And 16% Above \$40,000
Athletic Physical Fitness Misc	Lockers, Electronics-Entire Brand or Catalog	A	32% Delivered, 16% Delivered And Installed Off of MSRP	33% And 16% Above \$40,000



Contract # MC14-B14  
 02/01/2014 through 01/31/2017

Systematics Inc

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**Brand: Tennsco Entire Catalog**

		Warranty		
Athletic Room Equipment Misc	Wall Racks-Entire Brand or Catalog	A	32% Delivered, 16% Delivered And Installed Off of MSRP	33% And 16% Above \$40,000



## 12 Three T Enterprises DBA GroganMarciano Sporting

<u>Address</u> 363 North Main St PO Box 371 Mansfield, MA 02048	<u>Contact</u> Mike Bruno
<u>Email</u> grogansports@aol.com	<u>Phone</u> 508-339-2945
<u>Web</u> www.groganmarciano.com	<u>Tollfree</u>
<u>Small Business</u>	<u>Fax</u> 508-339-2321
	<u>FEI #</u> 04-3248060

Return Policy Uses specific manufacturers policy  
Major Credit Cards MC, Visa, AMEX, Discover  
Delivery 21 days for hard goods 28 days for soft goods ARO  
Cash Terms Net 30 Days  
Offer Extended Offer IS extended to Faculty and Staff only  
FOB Mansfield MA  
Freight Additional----based on actual freight costs as opposed to percentages. Will be specified in quote  
Minimum Order No  
Additional Terms Indicate MHEC on Purchase Orders and Quotations

<u>Contract extended to New England States:</u>		Yes	No	Pending	Restricted	Restrictions Defined
	CT					
	MA					
	ME					
	NH					
	RI					
	VT					

<b>Brand: Asics</b>		<b>Warranty</b>
Athletic Uniforms	Entire Brand Volleyball Wrestling	A 30% Off of Retail
<b>Brand: Bison</b>		<b>Warranty</b>
Athletic Field Equipment & Supplies	Entire Brand Basketball Soccer	A 30% Off of Retail
<b>Brand: Brine</b>		<b>Warranty</b>
Athletic Sports Equipment Misc	Entire Brand Soccer	A 20% Off of Retail
<b>Brand: Cliff Keen</b>		<b>Warranty</b>
Athletic Protective Equipment	Entire Brand Wrestling	A 20% Off of Retail
<b>Brand: Diamond</b>		<b>Warranty</b>
Athletic Sports Equipment Misc	Entire Brand Baseball	A 25% Off of Retail
<b>Brand: Douglas</b>		<b>Warranty</b>
Athletic Protective Equipment	Entire Brand Football	A 30% Off of Retail
<b>Brand: Easton</b>		<b>Warranty</b>
Athletic Sports Equipment Misc	Entire Brand Baseball	A 25% Off of Retail
<b>Brand: Holloway</b>		<b>Warranty</b>
Athletic Clothing	Entire Brand Apparel	A 30% Off of Retail
<b>Brand: Jaypro</b>		<b>Warranty</b>
Athletic Field Equipment & Supplies	Entire Brand Soccer Football	A 30% Off of Retail
<b>Brand: Kwik Goal</b>		<b>Warranty</b>
Athletic Field Equipment & Supplies	Entire Brand Soccer Lacrosse	A 30% Off of Retail
<b>Brand: Mizuno</b>		<b>Warranty</b>



**Contract # MC14-B14**  
 02/01/2014 through 01/31/2017

ee T Enterprises DBA GroganMarciano Sporting

<b>Brand: Mizuno</b>		Warranty	
Athletic Sports Equipment Misc	Entire Brand baseball Volleyball	A	40% Off of Retail
<b>Brand: Rawlings</b>		Warranty	
Athletic Sports Equipment Misc	Entire Brand Baseball football	A	40% Off of Retail
<b>Brand: Russell</b>		Warranty	
Athletic Uniforms	Entire Brand Game uniforms Apparel	A	45% Off of Retail
<b>Brand: Schutt</b>		Warranty	
Athletic Protective Equipment	Entire Brand Football Softball	A	30% Off of Retail
<b>Brand: Speedline</b>		Warranty	
Athletic Uniforms	Entire Brand Game uniforms	A	30% Off of Retail
<b>Brand: Tag</b>		Warranty	
Athletic Protective Equipment	Entire Brand Football Baseball	A	45% Off of Retail
<b>Brand: Under Armour</b>		Warranty	
Athletic Uniforms	Entire Brand Game uniforms Apparel	A	40% Off of Retail
<b>Brand: Warrior</b>		Warranty	
Athletic Uniforms	Entire Brand Lacrosse Hockey	A	30% Off of Retail
<b>Brand: Wilson</b>		Warranty	
Athletic Sports Equipment Misc	Entire Brand Footfall	A	30% Off of Retail



### 13 Xenith, LLC

<u>Address</u> 672 Suffolk Street, Third Floor Lowell, MA 01854	<u>Contact</u> Matthew Thomas
<u>Email</u> mthomas@xenith.com	<u>Phone</u> 978-328-5280
<u>Web</u> www.xenith.com	<u>Tollfree</u> 866-888-2322
	<u>Fax</u> 978-642-0760
	<u>FEI #</u> 640963800

Return Policy Unused goods can be returned with a 15% restocking fee  
Major Credit Cards MC, Visa, AMEX  
Delivery 1-2 weeks depending on quantity and availability  
Cash Terms Net 30 Days  
Offer Extended Offer IS extended to Faculty, Staff & Students  
FOB Destination  
Freight All products: 1 unit = \$15; 2-6 units = \$10 each; 7-13 units = \$5 each;  
 EPIC: 14+ = FREE FREIGHT  
 X2E Varsity and XFlexion: 14-19 = \$70 Flat; 20+ = FREE FREIGHT  
 X2E Youth: 14-19 = \$70 Flat; 20-34 = \$100 Flat; 35+ = FREE FREIGHT  
Minimum Order No  
Additional Terms Indicate MHEC on Purchase Orders and Quotations

Contract extended to New England States:

Yes	No	Pending	Restricted	Restrictions Defined
<b>CT</b>				
<b>MA</b>				
<b>ME</b>				
<b>NH</b>				
<b>RI</b>				
<b>VT</b>				

Remit  
 Ari Alonso  
 672 Suffolk Street  
 3rd Floor  
 Lowell, MA 02138  
 Phone: 978-328-5280  
 TollFree: 866-888-2322  
 Fax: 978-328-5277  
 Email: aalonso@xenith.com

Brand: Xenith	Warranty
Athletic Protective Equipment Xenith Football Helmets and Shoulder pads-Entire Catalog or Brand: EPIC Varsity helmet	W 31% Off of MSRP >14 units add 3%
Athletic Protective Equipment Xenith Football Helmets and Shoulder pads-Entire Catalog or Brand: X2E Varsity helmet	W 20% Off of MSRP >14 units add 3%
Athletic Protective Equipment Xenith Football Helmets and Shoulder pads-Entire Catalog or Brand: X2E Youth helmet	V 30% Off of MSRP >14 units add 3%
Athletic Protective Equipment Xenith Football Helmets and Shoulder pads-Entire Catalog or Brand: XFlexion shoulder pad	X 24% Off of MSRP >14 units add 3%



Contract # MC14-B14  
 02/01/2014 through 01/31/2017

## Addendum #1

# MC14-B14 Athletics, Gym and Field - Equipment, Uniforms and Supplies

**ADDED BRAND:** Fitness Associates, Inc. dba Frontline Fitness Equipment added the Sports Art Fitness Full Catalog offering to their contract MC14-B14.

Brand	Category	Sub-Category	Sub-Sub-Category	Discount	Volume Pricing	Terms	Warranty
Sports Art Fitness	Athletic Equipment Strength	Entire Catalog : Benches; Racks	SportsArt Fitness Strength Product Catalog	25% OFF MSRP	>\$10,000=1% >\$25,000=2% >\$50,000=3%	Included	Manufacturer Warranty
Sports Art Fitness	Athletic Equipment Cardio	Entire Catalog:: Treadmill; Elliptical; Bikes etc	SportsArt Fitness Cardio Product Catalog	30% OFF MSRP	>\$10,000=1% >\$25,000=2% >\$50,000=3%	Included	Manufacturer Warranty

**REMOVED BRAND:** Fitness Associates, Inc. dba Frontline Fitness Equipment no longer sell Matrix Fitness Equipment as of 6/11/2014

## Addendum 2

### Add Installation Category:

On 2/9/2016, Scoreboard Enterprises has added to clarify labor rates for installation services.

Any questions, concerns or suggestions please contact Paul Coute at: [pcoute@mhec.net](mailto:pcoute@mhec.net)

August 2015

Contract MC14-B14

## Addendum 3

### Cancel contract with Supplier:

Effective 2/17/2016- Xenith LLC is no longer on contract by mutual agreement.

Any questions, concerns or suggestions please contact Paul Coute at: [pcoute@mhec.net](mailto:pcoute@mhec.net)

August 2015

Contract MC14-B14

## Addendum 4

### Brand Addition:

Effective 3/7/2016, New England Recreation Group, Inc. (NERG) has added ICON Shelters and Themed Concepts products and associated installation to the contract see spread sheet for details

Any questions, concerns or suggestions please contact Paul Coute at: [pcoute@mhec.net](mailto:pcoute@mhec.net)

April 2016

## Addendum 5

### CONTRACT RENEWAL

This contract has been renewed for a period of two (2) years from January 31, 2017 to January 31, 2019.

All vendors on contract have **agreed** to extend the current contract through January 31, 2019 with all terms, conditions and pricing remaining firm.

Any questions, concerns or suggestions please contact Paul Coute at: [pcoute@mhec.net](mailto:pcoute@mhec.net)

November 2016

Contract MC14-B14

## Addendum 6

**SUPPLIER TERMINATED:**

CB Seating was terminated do to no volume/utilization of the contract; effective September 28, 2017.

Any questions, concerns or suggestions please contact Jackie Cashin at: [jcashin@mhec.net](mailto:jcashin@mhec.net)

September 2017



**THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS**

**Prevailing Wage Rates**

**As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H**

CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

ROSALIN ACOSTA  
Secretary

WILLIAM D MCKINNEY  
Director

**Awarding Authority:** Town of Natick  
**Contract Number:** **City/Town:** NATICK  
**Description of Work:** Playground Installation at the Cole Recreation Center  
**Job Location:** 179 Boden Lane, Natick, MA 01760

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Construction</b>						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.15	\$10.91	\$10.89	\$0.00	\$53.95
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.22	\$10.91	\$10.89	\$0.00	\$54.02
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.34	\$10.91	\$10.89	\$0.00	\$54.14
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$88.29	\$9.80	\$19.23	\$0.00	\$117.32
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2017	\$33.15	\$7.60	\$13.50	\$0.00	\$54.25
	12/01/2017	\$33.78	\$7.60	\$13.50	\$0.00	\$54.88
	06/01/2018	\$34.62	\$7.60	\$13.50	\$0.00	\$55.72
	12/01/2018	\$35.46	\$7.60	\$13.50	\$0.00	\$56.56
	06/01/2019	\$36.33	\$7.60	\$13.50	\$0.00	\$57.43
	12/01/2019	\$37.19	\$7.60	\$13.50	\$0.00	\$58.29
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT &amp; FROST INSULATORS LOCAL 6 (BOSTON)</i>	06/01/2017	\$34.90	\$11.50	\$7.10	\$0.00	\$53.50
	12/01/2017	\$35.90	\$11.50	\$7.10	\$0.00	\$54.50
	06/01/2018	\$36.90	\$11.50	\$7.10	\$0.00	\$55.50
	12/01/2018	\$37.90	\$11.50	\$7.10	\$0.00	\$56.50
	06/01/2019	\$38.90	\$11.50	\$7.10	\$0.00	\$57.50
	12/01/2019	\$39.90	\$11.50	\$7.10	\$0.00	\$58.50
	06/01/2020	\$40.90	\$11.50	\$7.10	\$0.00	\$59.50
	12/01/2020	\$41.90	\$11.50	\$7.10	\$0.00	\$60.50
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	06/01/2017	\$33.15	\$7.60	\$13.50	\$0.00	\$54.25
	12/01/2017	\$33.78	\$7.60	\$13.50	\$0.00	\$54.88
	06/01/2018	\$34.62	\$7.60	\$13.50	\$0.00	\$55.72
	12/01/2018	\$35.46	\$7.60	\$13.50	\$0.00	\$56.56
	06/01/2019	\$36.33	\$7.60	\$13.50	\$0.00	\$57.43
	12/01/2019	\$37.19	\$7.60	\$13.50	\$0.00	\$58.29
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2017	\$42.92	\$6.97	\$16.21	\$0.00	\$66.10

**Apprentice - BOILERMAKER - Local 29**

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$27.90	\$6.97	\$10.54	\$0.00	\$45.41
2	65	\$27.90	\$6.97	\$10.54	\$0.00	\$45.41
3	70	\$30.04	\$6.97	\$11.35	\$0.00	\$48.36
4	75	\$32.19	\$6.97	\$12.16	\$0.00	\$51.32
5	80	\$34.34	\$6.97	\$12.97	\$0.00	\$54.28
6	85	\$36.48	\$6.97	\$13.78	\$0.00	\$57.23
7	90	\$38.63	\$6.97	\$14.59	\$0.00	\$60.19
8	95	\$40.77	\$6.97	\$15.40	\$0.00	\$63.14

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (LOWELL)</i>	09/01/2017	\$49.96	\$10.75	\$18.75	\$0.00	\$79.46
	03/01/2018	\$50.64	\$10.75	\$18.75	\$0.00	\$80.14
	08/01/2018	\$51.99	\$10.75	\$18.88	\$0.00	\$81.62
	02/01/2019	\$52.59	\$10.75	\$18.88	\$0.00	\$82.22
	08/01/2019	\$53.94	\$10.75	\$19.02	\$0.00	\$83.71
	02/01/2020	\$54.54	\$10.75	\$19.02	\$0.00	\$84.31
	08/01/2020	\$55.89	\$10.75	\$19.17	\$0.00	\$85.81
	02/01/2021	\$56.49	\$10.75	\$19.17	\$0.00	\$86.41
	08/01/2021	\$57.89	\$10.75	\$19.33	\$0.00	\$87.97
	02/01/2022	\$58.47	\$10.75	\$19.33	\$0.00	\$88.55

**Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Lowell**

**Effective Date - 09/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.98	\$10.75	\$18.75	\$0.00	\$54.48
2	60	\$29.98	\$10.75	\$18.75	\$0.00	\$59.48
3	70	\$34.97	\$10.75	\$18.75	\$0.00	\$64.47
4	80	\$39.97	\$10.75	\$18.75	\$0.00	\$69.47
5	90	\$44.96	\$10.75	\$18.75	\$0.00	\$74.46

**Effective Date - 03/01/2018**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.32	\$10.75	\$18.75	\$0.00	\$54.82
2	60	\$30.38	\$10.75	\$18.75	\$0.00	\$59.88
3	70	\$35.45	\$10.75	\$18.75	\$0.00	\$64.95
4	80	\$40.51	\$10.75	\$18.75	\$0.00	\$70.01
5	90	\$45.58	\$10.75	\$18.75	\$0.00	\$75.08

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$37.45	\$7.60	\$14.35	\$0.00	\$59.40
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$36.30	\$7.60	\$14.35	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$36.30	\$7.60	\$14.35	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2017	\$39.28	\$9.90	\$17.50	\$0.00	\$66.68
	03/01/2018	\$40.28	\$9.90	\$17.50	\$0.00	\$67.68
	09/01/2018	\$41.32	\$9.90	\$17.50	\$0.00	\$68.72
	03/01/2019	\$42.35	\$9.90	\$17.50	\$0.00	\$69.75

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
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**Apprentice - CARPENTER - Zone 2 Eastern MA**

**Effective Date - 09/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.64	\$9.90	\$1.73	\$0.00	\$31.27
2	60	\$23.57	\$9.90	\$1.73	\$0.00	\$35.20
3	70	\$27.50	\$9.90	\$12.31	\$0.00	\$49.71
4	75	\$29.46	\$9.90	\$12.31	\$0.00	\$51.67
5	80	\$31.42	\$9.90	\$14.04	\$0.00	\$55.36
6	80	\$31.42	\$9.90	\$14.04	\$0.00	\$55.36
7	90	\$35.35	\$9.90	\$15.77	\$0.00	\$61.02
8	90	\$35.35	\$9.90	\$15.77	\$0.00	\$61.02

**Effective Date - 03/01/2018**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.14	\$9.90	\$1.73	\$0.00	\$31.77
2	60	\$24.17	\$9.90	\$1.73	\$0.00	\$35.80
3	70	\$28.20	\$9.90	\$12.31	\$0.00	\$50.41
4	75	\$30.21	\$9.90	\$12.31	\$0.00	\$52.42
5	80	\$32.22	\$9.90	\$14.04	\$0.00	\$56.16
6	80	\$32.22	\$9.90	\$14.04	\$0.00	\$56.16
7	90	\$36.25	\$9.90	\$15.77	\$0.00	\$61.92
8	90	\$36.25	\$9.90	\$15.77	\$0.00	\$61.92

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	07/01/2017	\$42.61	\$12.20	\$19.41	\$1.30	\$75.52
BRICKLAYERS LOCAL 3 (LOWELL)	01/01/2018	\$43.82	\$12.20	\$19.41	\$1.30	\$76.73
	07/01/2018	\$44.74	\$12.20	\$19.41	\$1.30	\$77.65
	01/01/2019	\$45.98	\$12.20	\$19.41	\$1.30	\$78.89
	07/01/2019	\$46.86	\$12.20	\$19.41	\$1.30	\$79.77
	01/01/2020	\$48.10	\$12.20	\$19.41	\$1.30	\$81.01

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - CEMENT MASONRY/PLASTERING - Lowell**

**Effective Date - 07/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.31	\$12.20	\$12.41	\$0.00	\$45.92
2	60	\$25.57	\$12.20	\$14.41	\$1.30	\$53.48
3	65	\$27.70	\$12.20	\$15.41	\$1.30	\$56.61
4	70	\$29.83	\$12.20	\$16.41	\$1.30	\$59.74
5	75	\$31.96	\$12.20	\$17.41	\$1.30	\$62.87
6	80	\$34.09	\$12.20	\$18.41	\$1.30	\$66.00
7	90	\$38.35	\$12.20	\$19.41	\$1.30	\$71.26

**Effective Date - 01/01/2018**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.91	\$12.20	\$12.41	\$0.00	\$46.52
2	60	\$26.29	\$12.20	\$14.41	\$1.30	\$54.20
3	65	\$28.48	\$12.20	\$15.41	\$1.30	\$57.39
4	70	\$30.67	\$12.20	\$16.41	\$1.30	\$60.58
5	75	\$32.87	\$12.20	\$17.41	\$1.30	\$63.78
6	80	\$35.06	\$12.20	\$18.41	\$1.30	\$66.97
7	90	\$39.44	\$12.20	\$19.41	\$1.30	\$72.35

**Notes:**

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

**Apprentice to Journeyworker Ratio:1:3**

CHAIN SAW OPERATOR	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
LABORERS - ZONE 2	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	06/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$48.38	\$10.00	\$15.25	\$0.00	\$73.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR	06/01/2017	\$31.86	\$10.00	\$15.25	\$0.00	\$57.11
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$32.55	\$10.00	\$15.25	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE)	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36
PAINTERS LOCAL 35 - ZONE 2						

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
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**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

**Effective Date - 01/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
2	55	\$28.28	\$7.85	\$3.66	\$0.00	\$39.79
3	60	\$30.85	\$7.85	\$3.99	\$0.00	\$42.69
4	65	\$33.42	\$7.85	\$4.32	\$0.00	\$45.59
5	70	\$35.99	\$7.85	\$14.11	\$0.00	\$57.95
6	75	\$38.56	\$7.85	\$14.44	\$0.00	\$60.85
7	80	\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
8	90	\$46.27	\$7.85	\$15.44	\$0.00	\$69.56

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

DEMO: ADZEMAN LABORERS - ZONE 2	06/01/2017	\$37.00	\$7.60	\$14.65	\$0.00	\$59.25
	12/01/2017	\$37.85	\$7.60	\$14.65	\$0.00	\$60.10
	06/01/2018	\$38.80	\$7.60	\$14.65	\$0.00	\$61.05
	12/01/2018	\$39.75	\$7.60	\$14.65	\$0.00	\$62.00
	06/01/2019	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
	12/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	06/01/2017	\$38.00	\$7.60	\$14.65	\$0.00	\$60.25
	12/01/2017	\$38.85	\$7.60	\$14.65	\$0.00	\$61.10
	06/01/2018	\$39.80	\$7.60	\$14.65	\$0.00	\$62.05
	12/01/2018	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
	06/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00
	12/01/2019	\$42.75	\$7.60	\$14.65	\$0.00	\$65.00

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS - ZONE 2	06/01/2017	\$37.75	\$7.60	\$14.65	\$0.00	\$60.00
	12/01/2017	\$38.60	\$7.60	\$14.65	\$0.00	\$60.85
	06/01/2018	\$39.55	\$7.60	\$14.65	\$0.00	\$61.80
	12/01/2018	\$40.50	\$7.60	\$14.65	\$0.00	\$62.75
	06/01/2019	\$41.50	\$7.60	\$14.65	\$0.00	\$63.75
	12/01/2019	\$42.50	\$7.60	\$14.65	\$0.00	\$64.75

For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 2	06/01/2017	\$38.00	\$7.60	\$14.65	\$0.00	\$60.25
	12/01/2017	\$38.85	\$7.60	\$14.65	\$0.00	\$61.10
	06/01/2018	\$39.80	\$7.60	\$14.65	\$0.00	\$62.05
	12/01/2018	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
	06/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00
	12/01/2019	\$42.75	\$7.60	\$14.65	\$0.00	\$65.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2017	\$37.75	\$7.60	\$14.65	\$0.00	\$60.00
	12/01/2017	\$38.60	\$7.60	\$14.65	\$0.00	\$60.85
	06/01/2018	\$39.55	\$7.60	\$14.65	\$0.00	\$61.80
	12/01/2018	\$40.50	\$7.60	\$14.65	\$0.00	\$62.75
	06/01/2019	\$41.50	\$7.60	\$14.65	\$0.00	\$63.75
	12/01/2019	\$42.50	\$7.60	\$14.65	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	06/01/2017	\$37.00	\$7.60	\$14.65	\$0.00	\$59.25
	12/01/2017	\$37.85	\$7.60	\$14.65	\$0.00	\$60.10
	06/01/2018	\$38.80	\$7.60	\$14.65	\$0.00	\$61.05
	12/01/2018	\$39.75	\$7.60	\$14.65	\$0.00	\$62.00
	06/01/2019	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
	12/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$58.86	\$9.80	\$19.23	\$0.00	\$87.89
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$63.06	\$9.80	\$19.23	\$0.00	\$92.09
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$88.23	\$9.80	\$19.23	\$0.00	\$117.26
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>ELECTRICIANS LOCAL 103</i>	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.15	\$13.00	\$17.85	\$0.00	\$81.00
	09/01/2018	\$51.34	\$13.00	\$17.89	\$0.00	\$82.23
	03/01/2019	\$52.53	\$13.00	\$17.93	\$0.00	\$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.15	\$13.00	\$17.85	\$0.00	\$81.00
	09/01/2018	\$51.34	\$13.00	\$17.89	\$0.00	\$82.23
	03/01/2019	\$52.53	\$13.00	\$17.93	\$0.00	\$83.46

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
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**Apprentice - ELECTRICIAN - Local 103**

**Effective Date - 09/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.71	\$13.00	\$0.59	\$0.00	\$33.30
2	40	\$19.71	\$13.00	\$0.59	\$0.00	\$33.30
3	45	\$22.18	\$13.00	\$13.39	\$0.00	\$48.57
4	45	\$22.18	\$13.00	\$13.39	\$0.00	\$48.57
5	50	\$24.64	\$13.00	\$13.76	\$0.00	\$51.40
6	55	\$27.10	\$13.00	\$14.12	\$0.00	\$54.22
7	60	\$29.57	\$13.00	\$14.50	\$0.00	\$57.07
8	65	\$32.03	\$13.00	\$14.87	\$0.00	\$59.90
9	70	\$34.50	\$13.00	\$15.25	\$0.00	\$62.75
10	75	\$36.96	\$13.00	\$15.62	\$0.00	\$65.58

**Effective Date - 03/01/2018**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.06	\$13.00	\$0.60	\$0.00	\$33.66
2	40	\$20.06	\$13.00	\$0.60	\$0.00	\$33.66
3	45	\$22.57	\$13.00	\$13.61	\$0.00	\$49.18
4	45	\$22.57	\$13.00	\$13.61	\$0.00	\$49.18
5	50	\$25.08	\$13.00	\$13.99	\$0.00	\$52.07
6	55	\$27.58	\$13.00	\$14.38	\$0.00	\$54.96
7	60	\$30.09	\$13.00	\$14.76	\$0.00	\$57.85
8	65	\$32.60	\$13.00	\$15.15	\$0.00	\$60.75
9	70	\$35.11	\$13.00	\$15.53	\$0.00	\$63.64
10	75	\$37.61	\$13.00	\$15.93	\$0.00	\$66.54

Notes :  
App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

**Apprentice to Journeyworker Ratio:2:3\*\*\***

ELEVATOR CONSTRUCTOR	01/01/2017	\$55.86	\$15.28	\$15.71	\$0.00	\$86.85
ELEVATOR CONSTRUCTORS LOCAL 4						

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - ELEVATOR CONSTRUCTOR - Local 4**

**Effective Date - 01/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.93	\$15.28	\$0.00	\$0.00	\$43.21
2	55	\$30.72	\$15.28	\$15.71	\$0.00	\$61.71
3	65	\$36.31	\$15.28	\$15.71	\$0.00	\$67.30
4	70	\$39.10	\$15.28	\$15.71	\$0.00	\$70.09
5	80	\$44.69	\$15.28	\$15.71	\$0.00	\$75.68

**Notes:**

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

**Apprentice to Journeyworker Ratio:1:1**

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2017	\$39.10	\$15.28	\$15.71	\$0.00	\$70.09
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2017	\$42.88	\$10.00	\$15.25	\$0.00	\$68.13
	05/01/2018	\$43.59	\$10.00	\$15.25	\$0.00	\$68.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2017	\$44.34	\$10.00	\$15.25	\$0.00	\$69.59
	05/01/2018	\$45.06	\$10.00	\$15.25	\$0.00	\$70.31
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2017	\$22.83	\$10.00	\$15.25	\$0.00	\$48.08
	05/01/2018	\$23.26	\$10.00	\$15.25	\$0.00	\$48.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.15	\$13.00	\$17.85	\$0.00	\$81.00
	09/01/2018	\$51.34	\$13.00	\$17.89	\$0.00	\$82.23
	03/01/2019	\$52.53	\$13.00	\$17.93	\$0.00	\$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE <i>LOCAL 103</i> / COMMISSIONING <i>ELECTRICIANS</i>	09/01/2017	\$36.96	\$13.00	\$15.62	\$0.00	\$65.58
	03/01/2018	\$37.61	\$13.00	\$15.93	\$0.00	\$66.54
	09/01/2018	\$38.51	\$13.00	\$15.96	\$0.00	\$67.47
	03/01/2019	\$39.40	\$13.00	\$15.98	\$0.00	\$68.38
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$38.49	\$10.00	\$15.25	\$0.00	\$63.74
	12/01/2017	\$39.32	\$10.00	\$15.25	\$0.00	\$64.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FLAGGER & SIGNALER LABORERS - ZONE 2	06/01/2017	\$20.50	\$7.60	\$13.50	\$0.00	\$41.60
	12/01/2017	\$21.50	\$7.60	\$13.50	\$0.00	\$42.60
	06/01/2018	\$21.50	\$7.60	\$13.50	\$0.00	\$42.60
	12/01/2018	\$22.50	\$7.60	\$13.50	\$0.00	\$43.60
	06/01/2019	\$22.50	\$7.60	\$13.50	\$0.00	\$43.60
	12/01/2019	\$23.50	\$7.60	\$13.50	\$0.00	\$44.60

For apprentice rates see "Apprentice- LABORER"

FLOORCOVERER FLOORCOVERERS LOCAL 2168 ZONE 1	03/01/2016	\$42.13	\$9.80	\$17.62	\$0.00	\$69.55
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**Apprentice - FLOORCOVERER - Local 2168 Zone 1**

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.07	\$9.80	\$1.79	\$0.00	\$32.66
2	55	\$23.17	\$9.80	\$1.79	\$0.00	\$34.76
3	60	\$25.28	\$9.80	\$12.25	\$0.00	\$47.33
4	65	\$27.38	\$9.80	\$12.25	\$0.00	\$49.43
5	70	\$29.49	\$9.80	\$14.04	\$0.00	\$53.33
6	75	\$31.60	\$9.80	\$14.04	\$0.00	\$55.44
7	80	\$33.70	\$9.80	\$15.83	\$0.00	\$59.33
8	85	\$35.81	\$9.80	\$15.83	\$0.00	\$61.44

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	06/01/2017	\$31.86	\$10.00	\$15.25	\$0.00	\$57.11
	12/01/2017	\$32.55	\$10.00	\$15.25	\$0.00	\$57.80

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 35 (ZONE 2)	01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86
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<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
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**Apprentice - GLAZIER - Local 35 Zone 2**

**Effective Date - 01/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.46	\$7.85	\$0.00	\$0.00	\$28.31
2	55	\$22.50	\$7.85	\$3.66	\$0.00	\$34.01
3	60	\$24.55	\$7.85	\$3.99	\$0.00	\$36.39
4	65	\$26.59	\$7.85	\$4.32	\$0.00	\$38.76
5	70	\$28.64	\$7.85	\$14.11	\$0.00	\$50.60
6	75	\$30.68	\$7.85	\$14.44	\$0.00	\$52.97
7	80	\$32.73	\$7.85	\$14.77	\$0.00	\$55.35
8	90	\$36.82	\$7.85	\$15.44	\$0.00	\$60.11

**Notes:**  
Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

HOISTING ENGINEER/CRANES/GRADALLS	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - OPERATING ENGINEERS - Local 4**

**Effective Date - 06/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$25.51	\$10.00	\$0.00	\$0.00	\$35.51
2	60	\$27.83	\$10.00	\$15.25	\$0.00	\$53.08
3	65	\$30.15	\$10.00	\$15.25	\$0.00	\$55.40
4	70	\$32.47	\$10.00	\$15.25	\$0.00	\$57.72
5	75	\$34.79	\$10.00	\$15.25	\$0.00	\$60.04
6	80	\$37.10	\$10.00	\$15.25	\$0.00	\$62.35
7	85	\$39.42	\$10.00	\$15.25	\$0.00	\$64.67
8	90	\$41.74	\$10.00	\$15.25	\$0.00	\$66.99

**Effective Date - 12/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.06	\$10.00	\$0.00	\$0.00	\$36.06
2	60	\$28.43	\$10.00	\$15.25	\$0.00	\$53.68
3	65	\$30.80	\$10.00	\$15.25	\$0.00	\$56.05
4	70	\$33.17	\$10.00	\$15.25	\$0.00	\$58.42
5	75	\$35.54	\$10.00	\$15.25	\$0.00	\$60.79
6	80	\$37.90	\$10.00	\$15.25	\$0.00	\$63.15
7	85	\$40.27	\$10.00	\$15.25	\$0.00	\$65.52
8	90	\$42.64	\$10.00	\$15.25	\$0.00	\$67.89

**Notes:**

**Apprentice to Journeyworker Ratio:1:6**

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	08/01/2017	\$43.83	\$11.45	\$24.03	\$2.38	\$81.69
	02/01/2018	\$44.98	\$11.45	\$24.03	\$2.38	\$82.84
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.15	\$13.00	\$17.85	\$0.00	\$81.00
	09/01/2018	\$51.34	\$13.00	\$17.89	\$0.00	\$82.23
	03/01/2019	\$52.53	\$13.00	\$17.93	\$0.00	\$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	08/01/2017	\$43.83	\$11.45	\$24.03	\$2.38	\$81.69
	02/01/2018	\$44.98	\$11.45	\$24.03	\$2.38	\$82.84
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) PIPEFITTERS LOCAL 537	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC PIPEFITTERS LOCAL 537	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HYDRAULIC DRILLS LABORERS - ZONE 2	06/01/2017	\$33.15	\$7.60	\$13.50	\$0.00	\$54.25
	12/01/2017	\$33.78	\$7.60	\$13.50	\$0.00	\$54.88
	06/01/2018	\$34.62	\$7.60	\$13.50	\$0.00	\$55.72
	12/01/2018	\$35.46	\$7.60	\$13.50	\$0.00	\$56.56
	06/01/2019	\$36.33	\$7.60	\$13.50	\$0.00	\$57.43
	12/01/2019	\$37.19	\$7.60	\$13.50	\$0.00	\$58.29
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2017	\$47.09	\$11.75	\$14.20	\$0.00	\$73.04
	09/01/2018	\$49.34	\$11.75	\$14.20	\$0.00	\$75.29
	09/01/2019	\$51.84	\$11.75	\$14.20	\$0.00	\$77.79

**Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston**

**Effective Date - 09/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.55	\$11.75	\$10.45	\$0.00	\$45.75
2	60	\$28.25	\$11.75	\$11.20	\$0.00	\$51.20
3	70	\$32.96	\$11.75	\$11.95	\$0.00	\$56.66
4	80	\$37.67	\$11.75	\$12.70	\$0.00	\$62.12

**Effective Date - 09/01/2018**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.67	\$11.75	\$10.45	\$0.00	\$46.87
2	60	\$29.60	\$11.75	\$11.20	\$0.00	\$52.55
3	70	\$34.54	\$11.75	\$11.95	\$0.00	\$58.24
4	80	\$39.47	\$11.75	\$12.70	\$0.00	\$63.92

**Notes:**

Steps are 1 year

**Apprentice to Journeyworker Ratio:1:4**

IRONWORKER/WELDER IRONWORKERS LOCAL 7 (BOSTON AREA)	03/16/2017	\$44.65	\$7.80	\$20.85	\$0.00	\$73.30
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<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
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**Apprentice - IRONWORKER - Local 7 Boston**

**Effective Date - 03/16/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.79	\$7.80	\$20.85	\$0.00	\$55.44
2	70	\$31.26	\$7.80	\$20.85	\$0.00	\$59.91
3	75	\$33.49	\$7.80	\$20.85	\$0.00	\$62.14
4	80	\$35.72	\$7.80	\$20.85	\$0.00	\$64.37
5	85	\$37.95	\$7.80	\$20.85	\$0.00	\$66.60
6	90	\$40.19	\$7.80	\$20.85	\$0.00	\$68.84

**Notes:**

\*\* Structural 1:6; Ornamental 1:4

**Apprentice to Journeyworker Ratio:\*\***

JACKHAMMER & PAVING BREAKER OPERATOR	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
LABORERS - ZONE 2	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79

For apprentice rates see "Apprentice- LABORER"

LABORER	06/01/2017	\$32.40	\$7.60	\$13.50	\$0.00	\$53.50
LABORERS - ZONE 2	12/01/2017	\$33.03	\$7.60	\$13.50	\$0.00	\$54.13
	06/01/2018	\$33.87	\$7.60	\$13.50	\$0.00	\$54.97
	12/01/2018	\$34.71	\$7.60	\$13.50	\$0.00	\$55.81
	06/01/2019	\$35.58	\$7.60	\$13.50	\$0.00	\$56.68
	12/01/2019	\$36.44	\$7.60	\$13.50	\$0.00	\$57.54



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.40	\$7.60	\$13.50	\$0.00	\$53.50
	12/01/2017	\$33.03	\$7.60	\$13.50	\$0.00	\$54.13
	06/01/2018	\$33.87	\$7.60	\$13.50	\$0.00	\$54.97
	12/01/2018	\$34.71	\$7.60	\$13.50	\$0.00	\$55.81
	06/01/2019	\$35.58	\$7.60	\$13.50	\$0.00	\$56.68
	12/01/2019	\$36.44	\$7.60	\$13.50	\$0.00	\$57.54
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.40	\$7.60	\$13.50	\$0.00	\$53.50
	12/01/2017	\$33.03	\$7.60	\$13.50	\$0.00	\$54.13
	06/01/2018	\$33.87	\$7.60	\$13.50	\$0.00	\$54.97
	12/01/2018	\$34.71	\$7.60	\$13.50	\$0.00	\$55.81
	06/01/2019	\$35.58	\$7.60	\$13.50	\$0.00	\$56.68
	12/01/2019	\$36.44	\$7.60	\$13.50	\$0.00	\$57.54
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	08/01/2017	\$39.82	\$10.75	\$17.80	\$0.00	\$68.37
	02/01/2018	\$40.36	\$10.75	\$17.80	\$0.00	\$68.91
	08/01/2018	\$41.44	\$10.75	\$17.93	\$0.00	\$70.12
	02/01/2019	\$41.95	\$10.75	\$17.93	\$0.00	\$70.63
	08/01/2019	\$43.03	\$10.75	\$18.07	\$0.00	\$71.85
	02/01/2020	\$43.54	\$10.75	\$18.07	\$0.00	\$72.36
	08/01/2020	\$44.62	\$10.75	\$18.22	\$0.00	\$73.59
	02/01/2021	\$45.13	\$10.75	\$18.22	\$0.00	\$74.10
	08/01/2021	\$46.25	\$10.75	\$18.38	\$0.00	\$75.38
	02/01/2022	\$46.72	\$10.75	\$18.38	\$0.00	\$75.85

**Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile**

**Effective Date - 08/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.91	\$10.75	\$17.80	\$0.00	\$48.46
2	60	\$23.89	\$10.75	\$17.80	\$0.00	\$52.44
3	70	\$27.87	\$10.75	\$17.80	\$0.00	\$56.42
4	80	\$31.86	\$10.75	\$17.80	\$0.00	\$60.41
5	90	\$35.84	\$10.75	\$17.80	\$0.00	\$64.39

**Effective Date - 02/01/2018**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.18	\$10.75	\$17.80	\$0.00	\$48.73
2	60	\$24.22	\$10.75	\$17.80	\$0.00	\$52.77
3	70	\$28.25	\$10.75	\$17.80	\$0.00	\$56.80
4	80	\$32.29	\$10.75	\$17.80	\$0.00	\$60.84
5	90	\$36.32	\$10.75	\$17.80	\$0.00	\$64.87

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	08/01/2017	\$52.10	\$10.75	\$19.35	\$0.00	\$82.20
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2018	\$52.78	\$10.75	\$19.35	\$0.00	\$82.88
	08/01/2018	\$54.13	\$10.75	\$19.48	\$0.00	\$84.36
	02/01/2019	\$54.75	\$10.75	\$19.48	\$0.00	\$84.98
	08/01/2019	\$56.10	\$10.75	\$19.62	\$0.00	\$86.47
	02/01/2020	\$56.73	\$10.75	\$19.62	\$0.00	\$87.10
	08/01/2020	\$58.08	\$10.75	\$19.77	\$0.00	\$88.60
	02/01/2021	\$58.72	\$10.75	\$19.77	\$0.00	\$89.24
	08/01/2021	\$60.12	\$10.75	\$19.93	\$0.00	\$90.80
	02/01/2022	\$60.69	\$10.75	\$19.93	\$0.00	\$91.37

**Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile**

**Effective Date - 08/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.05	\$10.75	\$19.35	\$0.00	\$56.15
2	60	\$31.26	\$10.75	\$19.35	\$0.00	\$61.36
3	70	\$36.47	\$10.75	\$19.35	\$0.00	\$66.57
4	80	\$41.68	\$10.75	\$19.35	\$0.00	\$71.78
5	90	\$46.89	\$10.75	\$19.35	\$0.00	\$76.99

**Effective Date - 02/01/2018**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.39	\$10.75	\$19.35	\$0.00	\$56.49
2	60	\$31.67	\$10.75	\$19.35	\$0.00	\$61.77
3	70	\$36.95	\$10.75	\$19.35	\$0.00	\$67.05
4	80	\$42.22	\$10.75	\$19.35	\$0.00	\$72.32
5	90	\$47.50	\$10.75	\$19.35	\$0.00	\$77.60

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 2)	10/01/2017	\$36.32	\$9.90	\$18.50	\$0.00	\$64.72
MILLWRIGHTS LOCAL 1121 - Zone 2	04/01/2018	\$37.17	\$9.90	\$18.50	\$0.00	\$65.57
	10/01/2018	\$38.02	\$9.90	\$18.50	\$0.00	\$66.42
	04/01/2019	\$38.87	\$9.90	\$18.50	\$0.00	\$67.27

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - MILLWRIGHT - Local 1121 Zone 2</b>						
<b>Effective Date - 10/01/2017</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$9.90	\$5.31	\$21.74	\$36.95
2	0	\$0.00	\$9.90	\$15.13	\$25.69	\$50.72
3	0	\$0.00	\$9.90	\$16.10	\$29.64	\$55.64
4	0	\$0.00	\$9.90	\$17.06	\$33.59	\$60.55
<b>Effective Date - 04/01/2018</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$9.90	\$5.31	\$22.23	\$37.44
2	0	\$0.00	\$9.90	\$15.13	\$26.27	\$51.30
3	0	\$0.00	\$9.90	\$16.10	\$30.32	\$56.32
4	0	\$0.00	\$9.90	\$17.06	\$34.36	\$61.32
<div style="border: 1px dashed black; padding: 5px;"> <p><b>Notes:</b> Apprentice Wages same as set in Zone 1  Base Wage shown in "Supplemental Unemployment" column  Steps are 2,000 hours</p> </div>						
<b>Apprentice to Journeyworker Ratio:1:5</b>						
MORTAR MIXER	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
LABORERS - ZONE 2	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	06/01/2017	\$23.47	\$10.00	\$15.25	\$0.00	\$48.72
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$23.99	\$10.00	\$15.25	\$0.00	\$49.24
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS)	06/01/2017	\$27.54	\$10.00	\$15.25	\$0.00	\$52.79
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$28.15	\$10.00	\$15.25	\$0.00	\$53.40
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS)	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36
PAINTERS LOCAL 35 - ZONE 2						



Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint**

**Effective Date - 01/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.19	\$7.85	\$0.00	\$0.00	\$28.04
2	55	\$22.20	\$7.85	\$3.66	\$0.00	\$33.71
3	60	\$24.22	\$7.85	\$3.99	\$0.00	\$36.06
4	65	\$26.24	\$7.85	\$4.32	\$0.00	\$38.41
5	70	\$28.26	\$7.85	\$14.11	\$0.00	\$50.22
6	75	\$30.28	\$7.85	\$14.44	\$0.00	\$52.57
7	80	\$32.30	\$7.85	\$14.77	\$0.00	\$54.92
8	90	\$36.33	\$7.85	\$15.44	\$0.00	\$59.62

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER (TRAFFIC MARKINGS)	06/01/2017	\$32.40	\$7.60	\$13.50	\$0.00	\$53.50
LABORERS - ZONE 2	12/01/2017	\$33.03	\$7.60	\$13.50	\$0.00	\$54.13
	06/01/2018	\$33.87	\$7.60	\$13.50	\$0.00	\$54.97
	12/01/2018	\$34.71	\$7.60	\$13.50	\$0.00	\$55.81
	06/01/2019	\$35.58	\$7.60	\$13.50	\$0.00	\$56.68
	12/01/2019	\$36.44	\$7.60	\$13.50	\$0.00	\$57.54

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *	01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86
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\* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

**Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW**

**Effective Date - 01/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.46	\$7.85	\$0.00	\$0.00	\$28.31
2	55	\$22.50	\$7.85	\$3.66	\$0.00	\$34.01
3	60	\$24.55	\$7.85	\$3.99	\$0.00	\$36.39
4	65	\$26.59	\$7.85	\$4.32	\$0.00	\$38.76
5	70	\$28.64	\$7.85	\$14.11	\$0.00	\$50.60
6	75	\$30.68	\$7.85	\$14.44	\$0.00	\$52.97
7	80	\$32.73	\$7.85	\$14.77	\$0.00	\$55.35
8	90	\$36.82	\$7.85	\$15.44	\$0.00	\$60.11

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2017	\$38.97	\$7.85	\$16.10	\$0.00	\$62.92
PAINTERS LOCAL 35 - ZONE 2						

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT**

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.49	\$7.85	\$0.00	\$0.00	\$27.34
2	55	\$21.43	\$7.85	\$3.66	\$0.00	\$32.94
3	60	\$23.38	\$7.85	\$3.99	\$0.00	\$35.22
4	65	\$25.33	\$7.85	\$4.32	\$0.00	\$37.50
5	70	\$27.28	\$7.85	\$14.11	\$0.00	\$49.24
6	75	\$29.23	\$7.85	\$14.44	\$0.00	\$51.52
7	80	\$31.18	\$7.85	\$14.77	\$0.00	\$53.80
8	90	\$35.07	\$7.85	\$15.44	\$0.00	\$58.36

Notes:  
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2012	\$30.28	\$9.07	\$8.00	\$0.00	\$47.35
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 1) For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07
PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07

**Apprentice - PILE DRIVER - Local 56 Zone 1**

Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.02	\$9.80	\$19.23	\$0.00	\$50.05
2	60	\$25.22	\$9.80	\$19.23	\$0.00	\$54.25
3	70	\$29.43	\$9.80	\$19.23	\$0.00	\$58.46
4	75	\$31.53	\$9.80	\$19.23	\$0.00	\$60.56
5	80	\$33.63	\$9.80	\$19.23	\$0.00	\$62.66
6	80	\$33.63	\$9.80	\$19.23	\$0.00	\$62.66
7	90	\$37.84	\$9.80	\$19.23	\$0.00	\$66.87
8	90	\$37.84	\$9.80	\$19.23	\$0.00	\$66.87

Notes:

Apprentice to Journeyworker Ratio:1:3

PIPEFITTER & STEAMFITTER PIPEFITTERS LOCAL 537	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - PIPEFITTER - Local 537**

Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.48	\$9.70	\$7.50	\$0.00	\$37.68
2	45	\$23.04	\$9.70	\$18.14	\$0.00	\$50.88
3	60	\$30.71	\$9.70	\$18.14	\$0.00	\$58.55
4	70	\$35.83	\$9.70	\$18.14	\$0.00	\$63.67
5	80	\$40.95	\$9.70	\$18.14	\$0.00	\$68.79

**Notes:**  
 \*\* 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.  
 Refrig/AC Mechanic \*\*1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

**Apprentice to Journeyworker Ratio:\*\***

PIPELAYER	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
LABORERS - ZONE 2	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79

For apprentice rates see "Apprentice- LABORER"

PLUMBERS & GASFITTERS	03/01/2017	\$52.69	\$11.32	\$15.46	\$0.00	\$79.47
PLUMBERS & GASFITTERS LOCAL 12						

**Apprentice - PLUMBER/GASFITTER - Local 12**

Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.44	\$11.32	\$5.74	\$0.00	\$35.50
2	40	\$21.08	\$11.32	\$6.49	\$0.00	\$38.89
3	55	\$28.98	\$11.32	\$8.73	\$0.00	\$49.03
4	65	\$34.25	\$11.32	\$10.23	\$0.00	\$55.80
5	75	\$39.52	\$11.32	\$11.72	\$0.00	\$62.56

**Notes:**  
 \*\* 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr  
 Step4 with lic\$58.50 Step5 with lic\$65.36

**Apprentice to Journeyworker Ratio:\*\***

PNEUMATIC CONTROLS (TEMP.)	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
PIPEFITTERS LOCAL 537						

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
LABORERS - ZONE 2	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER	06/01/2017	\$33.40	\$7.60	\$13.50	\$0.00	\$54.50
LABORERS - ZONE 2	12/01/2017	\$34.03	\$7.60	\$13.50	\$0.00	\$55.13
	06/01/2018	\$34.87	\$7.60	\$13.50	\$0.00	\$55.97
	12/01/2018	\$35.71	\$7.60	\$13.50	\$0.00	\$56.81
	06/01/2019	\$36.58	\$7.60	\$13.50	\$0.00	\$57.68
	12/01/2019	\$37.44	\$7.60	\$13.50	\$0.00	\$58.54
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE)	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER)	06/01/2017	\$31.86	\$10.00	\$15.25	\$0.00	\$57.11
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$32.55	\$10.00	\$15.25	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY MIX CONCRETE DRIVERS after 4/30/10 (Drivers Hired After 4/30/2010)TEAMSTERS LOCAL 25c	07/01/2017	\$28.18	\$8.48	\$9.72	\$0.00	\$46.38
READY-MIX CONCRETE DRIVER TEAMSTERS LOCAL 25c	07/01/2017	\$29.48	\$8.48	\$9.72	\$0.00	\$47.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RECLAIMERS	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) CARPENTERS -ZONE 2 (Residential Wood)	06/01/2016	\$25.32	\$9.80	\$16.82	\$0.00	\$51.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME CARPENTER **	10/01/2017	\$26.93	\$7.07	\$7.18	\$0.00	\$41.18
** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. CARPENTERS -ZONE 2 (Residential Wood)	04/01/2018	\$27.35	\$7.07	\$7.18	\$0.00	\$41.60
	10/01/2018	\$27.77	\$7.07	\$7.18	\$0.00	\$42.02
	04/01/2019	\$28.20	\$7.07	\$7.18	\$0.00	\$42.45
	10/01/2019	\$28.63	\$7.07	\$7.18	\$0.00	\$42.88

As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - CARPENTER (Residential Wood Frame) - Zone 2**

Effective Date - 10/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.16	\$7.07	\$0.00	\$0.00	\$23.23
2	60	\$16.16	\$7.07	\$0.00	\$0.00	\$23.23
3	65	\$17.50	\$7.07	\$7.18	\$0.00	\$31.75
4	70	\$18.85	\$7.07	\$7.18	\$0.00	\$33.10
5	75	\$20.20	\$7.07	\$7.18	\$0.00	\$34.45
6	80	\$21.54	\$7.07	\$7.18	\$0.00	\$35.79
7	85	\$22.89	\$7.07	\$7.18	\$0.00	\$37.14
8	90	\$24.24	\$7.07	\$7.18	\$0.00	\$38.49

Effective Date - 04/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.41	\$7.07	\$0.00	\$0.00	\$23.48
2	60	\$16.41	\$7.07	\$0.00	\$0.00	\$23.48
3	65	\$17.78	\$7.07	\$7.18	\$0.00	\$32.03
4	70	\$19.15	\$7.07	\$7.18	\$0.00	\$33.40
5	75	\$20.51	\$7.07	\$7.18	\$0.00	\$34.76
6	80	\$21.88	\$7.07	\$7.18	\$0.00	\$36.13
7	85	\$23.25	\$7.07	\$7.18	\$0.00	\$37.50
8	90	\$24.62	\$7.07	\$7.18	\$0.00	\$38.87

Notes:

Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS - ZONE 2	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg) ROOFERS LOCAL 33	08/01/2017	\$41.36	\$11.20	\$14.80	\$0.00	\$67.36
	02/01/2018	\$42.51	\$11.20	\$14.80	\$0.00	\$68.51
	08/01/2018	\$43.61	\$11.20	\$14.80	\$0.00	\$69.61
	02/01/2019	\$44.76	\$11.20	\$14.80	\$0.00	\$70.76

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - ROOFER - Local 33**

**Effective Date - 08/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.68	\$11.20	\$3.44	\$0.00	\$35.32
2	60	\$24.82	\$11.20	\$14.80	\$0.00	\$50.82
3	65	\$26.88	\$11.20	\$14.80	\$0.00	\$52.88
4	75	\$31.02	\$11.20	\$14.80	\$0.00	\$57.02
5	85	\$35.16	\$11.20	\$14.80	\$0.00	\$61.16

**Effective Date - 02/01/2018**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.26	\$11.20	\$3.44	\$0.00	\$35.90
2	60	\$25.51	\$11.20	\$14.80	\$0.00	\$51.51
3	65	\$27.63	\$11.20	\$14.80	\$0.00	\$53.63
4	75	\$31.88	\$11.20	\$14.80	\$0.00	\$57.88
5	85	\$36.13	\$11.20	\$14.80	\$0.00	\$62.13

**Notes:** \*\* 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1  
 Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.  
 (Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

**Apprentice to Journeyworker Ratio:\*\***

ROOFER SLATE / TILE / PRECAST CONCRETE	08/01/2017	\$41.61	\$11.20	\$14.80	\$0.00	\$67.61
ROOFERS LOCAL 33	02/01/2018	\$42.76	\$11.20	\$14.80	\$0.00	\$68.76
	08/01/2018	\$43.86	\$11.20	\$14.80	\$0.00	\$69.86
	02/01/2019	\$45.01	\$11.20	\$14.80	\$0.00	\$71.01
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER	08/01/2017	\$43.83	\$11.45	\$24.03	\$2.38	\$81.69
SHEETMETAL WORKERS LOCAL 17 - A	02/01/2018	\$44.98	\$11.45	\$24.03	\$2.38	\$82.84

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - SHEET METAL WORKER - Local 17-A**

**Effective Date - 08/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.53	\$11.45	\$5.61	\$0.00	\$34.59
2	40	\$17.53	\$11.45	\$5.61	\$0.00	\$34.59
3	45	\$19.72	\$11.45	\$10.76	\$1.26	\$43.19
4	45	\$19.72	\$11.45	\$10.76	\$1.26	\$43.19
5	50	\$21.92	\$11.45	\$11.71	\$1.35	\$46.43
6	50	\$21.92	\$11.45	\$11.96	\$1.36	\$46.69
7	60	\$26.30	\$11.45	\$13.61	\$1.54	\$52.90
8	65	\$28.49	\$11.45	\$14.56	\$1.64	\$56.14
9	75	\$32.87	\$11.45	\$16.47	\$1.82	\$62.61
10	85	\$37.26	\$11.45	\$17.87	\$2.00	\$68.58

**Effective Date - 02/01/2018**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.99	\$11.45	\$5.24	\$0.00	\$34.68
2	40	\$17.99	\$11.45	\$5.24	\$0.00	\$34.68
3	45	\$20.24	\$11.45	\$10.31	\$1.27	\$43.27
4	45	\$20.24	\$11.45	\$10.31	\$1.27	\$43.27
5	50	\$22.49	\$11.45	\$11.21	\$1.37	\$46.52
6	50	\$22.49	\$11.45	\$11.46	\$1.38	\$46.78
7	60	\$26.99	\$11.45	\$13.02	\$1.56	\$53.02
8	65	\$29.24	\$11.45	\$13.93	\$1.67	\$56.29
9	75	\$33.74	\$11.45	\$15.74	\$1.85	\$62.78
10	85	\$38.23	\$11.45	\$17.05	\$2.03	\$68.76

**Notes:**

Steps are 6 mos.

**Apprentice to Journeyworker Ratio:1:4**

SIGN ERECTOR 06/01/2013 \$25.81 \$7.07 \$7.05 \$0.00 \$39.93  
 PAINTERS LOCAL 35 - ZONE 2

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
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**Apprentice - SIGN ERECTOR - Local 35 Zone 2**

**Effective Date - 06/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
2	55	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
3	60	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
4	65	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
5	70	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
6	75	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
7	80	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
8	85	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
9	90	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35

**Notes:**  
Steps are 4 mos.

**Apprentice to Journeyworker Ratio:1:1**

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.73	\$10.91	\$10.89	\$0.00	\$54.53
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1	10/01/2017	\$57.58	\$8.77	\$17.20	\$0.00	\$83.55
	01/01/2018	\$57.58	\$9.12	\$17.40	\$0.00	\$84.10
	03/01/2018	\$59.08	\$9.12	\$17.40	\$0.00	\$85.60
	10/01/2018	\$60.58	\$9.12	\$17.40	\$0.00	\$87.10
	01/01/2019	\$60.58	\$9.47	\$17.60	\$0.00	\$87.65
	03/01/2019	\$62.08	\$9.47	\$17.60	\$0.00	\$89.15
	10/01/2019	\$63.58	\$9.47	\$17.60	\$0.00	\$90.65
	03/01/2020	\$65.08	\$9.47	\$17.60	\$0.00	\$92.15
	10/01/2020	\$66.58	\$9.47	\$17.60	\$0.00	\$93.65
	03/01/2021	\$68.08	\$9.47	\$17.60	\$0.00	\$95.15

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1**

Effective Date - 10/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.15	\$8.77	\$8.70	\$0.00	\$37.62
2	40	\$23.03	\$8.77	\$8.70	\$0.00	\$40.50
3	45	\$25.91	\$8.77	\$8.70	\$0.00	\$43.38
4	50	\$28.79	\$8.77	\$8.70	\$0.00	\$46.26
5	55	\$31.67	\$8.77	\$8.70	\$0.00	\$49.14
6	60	\$34.55	\$8.77	\$10.20	\$0.00	\$53.52
7	65	\$37.43	\$8.77	\$10.20	\$0.00	\$56.40
8	70	\$40.31	\$8.77	\$10.20	\$0.00	\$59.28
9	75	\$43.19	\$8.77	\$10.20	\$0.00	\$62.16
10	80	\$46.06	\$877.00	\$10.20	\$0.00	\$933.26

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.15	\$9.12	\$8.90	\$0.00	\$38.17
2	40	\$23.03	\$9.12	\$8.90	\$0.00	\$41.05
3	45	\$25.91	\$9.12	\$8.90	\$0.00	\$43.93
4	50	\$28.79	\$9.12	\$8.90	\$0.00	\$46.81
5	55	\$31.67	\$9.12	\$8.90	\$0.00	\$49.69
6	60	\$34.55	\$9.12	\$10.40	\$0.00	\$54.07
7	65	\$37.43	\$9.12	\$10.40	\$0.00	\$56.95
8	70	\$40.31	\$9.12	\$10.40	\$0.00	\$59.83
9	75	\$43.19	\$9.12	\$10.40	\$0.00	\$62.71
10	80	\$46.06	\$9.12	\$10.40	\$0.00	\$65.58

Notes: Apprentice entered prior 9/30/10:  
40/45/50/55/60/65/70/75/80/85  
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 103	09/01/2017	\$36.96	\$13.00	\$15.62	\$0.00	\$65.58
	03/01/2018	\$37.61	\$13.00	\$15.93	\$0.00	\$66.54
	09/01/2018	\$38.51	\$13.00	\$15.96	\$0.00	\$67.47
	03/01/2019	\$39.40	\$13.00	\$15.98	\$0.00	\$68.38

**Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103**

**Effective Date - 09/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$14.78	\$13.00	\$0.44	\$0.00	\$28.22
2	40	\$14.78	\$13.00	\$0.44	\$0.00	\$28.22
3	45	\$16.63	\$13.00	\$12.55	\$0.00	\$42.18
4	45	\$16.63	\$13.00	\$12.55	\$0.00	\$42.18
5	50	\$18.48	\$13.00	\$12.82	\$0.00	\$44.30
6	55	\$20.33	\$13.00	\$13.10	\$0.00	\$46.43
7	60	\$22.18	\$13.00	\$13.39	\$0.00	\$48.57
8	65	\$24.02	\$13.00	\$13.66	\$0.00	\$50.68
9	70	\$25.87	\$13.00	\$13.95	\$0.00	\$52.82
10	75	\$27.72	\$13.00	\$14.22	\$0.00	\$54.94

**Effective Date - 03/01/2018**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.04	\$13.00	\$0.45	\$0.00	\$28.49
2	40	\$15.04	\$13.00	\$0.45	\$0.00	\$28.49
3	45	\$16.92	\$13.00	\$12.74	\$0.00	\$42.66
4	45	\$16.92	\$13.00	\$12.74	\$0.00	\$42.66
5	50	\$18.81	\$13.00	\$13.03	\$0.00	\$44.84
6	55	\$20.69	\$13.00	\$13.32	\$0.00	\$47.01
7	60	\$22.57	\$13.00	\$13.61	\$0.00	\$49.18
8	65	\$24.45	\$13.00	\$13.90	\$0.00	\$51.35
9	70	\$26.33	\$13.00	\$14.19	\$0.00	\$53.52
10	75	\$28.21	\$13.00	\$14.48	\$0.00	\$55.69

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS	08/01/2017	\$51.00	\$10.75	\$19.35	\$0.00	\$81.10
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2018	\$51.68	\$10.75	\$19.35	\$0.00	\$81.78
	08/01/2018	\$53.03	\$10.75	\$19.48	\$0.00	\$83.26
	02/01/2019	\$53.67	\$10.75	\$19.48	\$0.00	\$83.90
	08/01/2019	\$55.02	\$10.75	\$19.62	\$0.00	\$85.39
	02/01/2020	\$55.66	\$10.75	\$19.62	\$0.00	\$86.03
	08/01/2020	\$57.01	\$10.75	\$19.77	\$0.00	\$87.53
	02/01/2021	\$57.65	\$10.75	\$19.77	\$0.00	\$88.17
	08/01/2021	\$59.05	\$10.75	\$19.93	\$0.00	\$89.73
	02/01/2022	\$59.64	\$10.75	\$19.93	\$0.00	\$90.32

**Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile**

**Effective Date - 08/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.50	\$10.75	\$19.35	\$0.00	\$55.60
2	60	\$30.60	\$10.75	\$19.35	\$0.00	\$60.70
3	70	\$35.70	\$10.75	\$19.35	\$0.00	\$65.80
4	80	\$40.80	\$10.75	\$19.35	\$0.00	\$70.90
5	90	\$45.90	\$10.75	\$19.35	\$0.00	\$76.00

**Effective Date - 02/01/2018**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.84	\$10.75	\$19.35	\$0.00	\$55.94
2	60	\$31.01	\$10.75	\$19.35	\$0.00	\$61.11
3	70	\$36.18	\$10.75	\$19.35	\$0.00	\$66.28
4	80	\$41.34	\$10.75	\$19.35	\$0.00	\$71.44
5	90	\$46.51	\$10.75	\$19.35	\$0.00	\$76.61

**Notes:**

**Apprentice to Journeyworker Ratio:1:3**

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$37.70	\$7.60	\$14.35	\$0.00	\$59.65
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$36.42	\$7.60	\$14.35	\$0.00	\$58.37
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$36.30	\$7.60	\$14.35	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$33.02	\$10.91	\$10.89	\$0.00	\$54.82
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2016	\$48.58	\$7.60	\$14.75	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2016	\$50.58	\$7.60	\$14.75	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2016	\$40.65	\$7.60	\$14.75	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2016	\$42.65	\$7.60	\$14.75	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
WAGON DRILL OPERATOR LABORERS - ZONE 2	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER PLUMBERS & GASFITTERS LOCAL 12	03/01/2017	\$52.69	\$11.32	\$15.46	\$0.00	\$79.47
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
<b>Outside Electrical - East</b>						
CABLE TECHNICIAN (Power Zone) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$27.14	\$7.75	\$1.81	\$0.00	\$36.70
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$38.45	\$7.75	\$9.53	\$0.00	\$55.73
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$31.66	\$7.75	\$9.44	\$0.00	\$48.85
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$38.45	\$7.75	\$13.61	\$0.00	\$59.81
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$33.92	\$7.75	\$10.21	\$0.00	\$51.88
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$20.35	\$7.75	\$1.61	\$0.00	\$29.71
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$45.23	\$7.75	\$16.61	\$0.00	\$69.59

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - LINEMAN (Outside Electrical) - East Local 104**

Effective Date - 09/03/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.14	\$7.75	\$3.31	\$0.00	\$38.20
2	65	\$29.40	\$7.75	\$3.38	\$0.00	\$40.53
3	70	\$31.66	\$7.75	\$3.45	\$0.00	\$42.86
4	75	\$33.92	\$7.75	\$5.02	\$0.00	\$46.69
5	80	\$36.18	\$7.75	\$5.09	\$0.00	\$49.02
6	85	\$38.45	\$7.75	\$5.15	\$0.00	\$51.35
7	90	\$40.71	\$7.75	\$7.22	\$0.00	\$55.68

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/01/2016	\$28.98	\$4.25	\$3.12	\$0.00	\$36.35
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/01/2016	\$27.31	\$4.25	\$3.07	\$0.00	\$34.63
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/01/2016	\$27.31	\$4.25	\$3.07	\$0.00	\$34.63
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.						

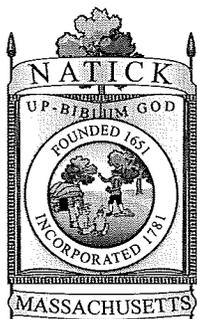
Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)  
Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

- \*\* Multiple ratios are listed in the comment field.
- \*\*\* APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- \*\*\*\* APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.



# TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Board of Selectmen  
William Chenard, Acting Town Administrator  
Jeremy Marsette, Director, Natick Public Works  
Arthur Goodhind, Supervisor, Land Facilities and Natural Resources Division, Natick Public Works

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

**DATE:** February 8, 2018

**SUBJECT: CONTRACT AWARD**  
**Mowing and Line Trimming**

On February 1, 2018, bids were received for mowing and line trimming in the Town of Natick, Massachusetts. Bids were received from three (3) bidders. (See attached.)

N.E. Acreage Group, Inc. was the lowest bidder, but was not deemed responsive by timely submitting proper insurance certificates, despite being given an opportunity to do so. We recommend that the Natick Board of Selectmen award the contract to Greenscape Land Design, the second low bidder, and the lowest responsible and responsive bidder, for the complete main bid work, as provided for in the Town's Invitation for Bids, for a three (3)-year term. The amount of the award will be for \$122,040.00 (to be split into equal installments over the term), as provided for in Greenscape Land Design's bid. Mr. Goodhind, and I have reviewed the bids received and have checked the references and qualifications of Greenscape Land Design. As an aside, Greenscape Land Design is the incumbent vendor and has performed well in past contracts with the Town.

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

Bids Received: 02/01/18

Newspaper Advertisement (Metrowest Daily News): 01/08/18

Website & Town Hall Posting: 01/02/18

Goods and Services Bulletin: 01/08/18

COMMBUYS Posting: 01/02/18

**Funding:** Land Facilities Natural Resources Division/DPW Operating Budget - \$122,040.00  
(1/3 (Approx. \$40,680 is intended available each year. – Current budget allows for first year at \$40,680).

Bids Received: See attached.

Town of Natick

IFB Opening Form

Bids - Mowing and Line Trimming

Date & Time: February 1, 2018, 11:00 A.M. EST

Company Name	Envelope Sealed & Marked	Certificate of Non-Collusion	Tax Compliance Certification	Cert. of Corporate Bidder	Conflict of Interest Certificate	Signature of Bidder	Certificate of Insurance	Compliance with M.G.L. c. 151V	Certificate of Non-Debarment	Price*
N.E. Acreage Group, Leominster, MA	x	x	x	x	x	x	x	x	x	\$121,447.00
Greenscape Land Design, Bellingham,	x	x	x	x	x	x	x	x	x	\$122,040.00
Shady Tree Landscaping, Medfield, M	x	x	x	x	x	x	x	x	x	\$179,994.00

*Expect this first day of February 2018 under pending paper*

CFO Signature:

*Music A-GO 2-1-18*

Witness Signature:

\* not in proper form/amounts/categories

\* See attached information for more explanation.

**Town of Natick, Massachusetts**  
**Contract for Parks and School Grounds Mowing and Line Trimming Services**

This Contract is made this twenty-sixth day of February, 2018, by and between the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and Greenscape Land Design, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 175 Paramount Drive, Raynham, MA 02767, and a local office located at 6 Mill Street, Bellingham, MA 02019 (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

The Contractor shall provide parks and school grounds mowing and line trimming services, as set forth in the Invitation for Bids for Parks and School Grounds Mowing and Line Trimming Services ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall 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, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence on April 15, 2018, and shall end on October 31, 2020.

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

The provisions of the IFB and the Contractor's Bid are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

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

5. Payment

**Town of Natick, Massachusetts**  
**Contract for Parks and School Grounds Mowing and Line Trimming Services**

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices/rates set forth in the Contractor's Bid, 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.

The Contractor shall submit a monthly invoice, in duplicate, to the Owner for work completed in accordance with this Contract during the month in question.

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 IFB, 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.

6. Warranty

DELETED – NOT APPLICABLE.

**Town of Natick, Massachusetts**  
**Contract for Parks and School Grounds Mowing and Line Trimming Services**

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. 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 - Combined single limit of \$1,000,000.
- d. Professional Liability Insurance – DELETED – NOT APPLICABLE.
- 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 of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, and Automobile

**Town of Natick, Massachusetts**  
**Contract for Parks and School Grounds Mowing and Line Trimming Services**

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 or the Contractor 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 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.
- i. 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 and automobile liability insurance, which indicate that the Town of Natick 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.

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

**Town of Natick, Massachusetts**  
**Contract for Parks and School Grounds Mowing and Line Trimming Services**

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 willful or negligent 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 willful or negligent 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 any of 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 subject matter of this Contract, and that it is familiar with all sites which are the subject of this contract in the Town of Natick and with all conditions 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.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent

**Town of Natick, Massachusetts**  
**Contract for Parks and School Grounds Mowing and Line Trimming Services**

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 and/or Mood Altering Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled and/or mood altering substances, except under 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

**Town of Natick, Massachusetts**  
**Contract for Parks and School Grounds Mowing and Line Trimming Services**

this purpose, such acts or events shall include unusually severe weather, 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 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



**Town of Natick, Massachusetts**  
**Contract for Parks and School Grounds Mowing and Line Trimming Services**

the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.

d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.

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

f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.

g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.

h. By entering into this Contract, the Contractor certifies under penalties of perjury that its entry 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 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

**Town of Natick, Massachusetts**  
**Contract for Parks and School Grounds Mowing and Line Trimming Services**

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 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. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.

s. 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.

t. 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.

**Town of Natick, Massachusetts**  
**Contract for Parks and School Grounds Mowing and Line Trimming Services**

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

[The remainder of this page is left intentionally blank.]

**Town of Natick, Massachusetts**  
**Contract for Parks and School Grounds Mowing and Line Trimming Services**

The Town of Natick, Massachusetts

Greenscape Land Design, Inc.

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, Jr.

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

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

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

**APPROVED AS TO AVAILABILITY OF APPROPRIATION:**

This is to certify, pursuant to M.G.L. c. 44, §31, 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 Parks and School Grounds Mowing and Line Trimming Services**

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 \_\_\_\_\_ 2018, 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

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

(3 pages)

The undersigned hereby submits a sealed Bid for parks and school grounds mowing and line trimming services.

Printed Name of Bidder:

Address: Greenscape Land Design  
6 Mill St Bellingham  
Ma, 02019

The Bidder hereby pledges to deliver the complete scope of services for the three (3) seasons required (4/15/18-10/31/20), for the price shown below:

TOTAL COST One hundred twenty two thousand forty dollars and 00 cents (\$ 122,040.00).

(Write out in both words and numbers.)

If applicable, Bidder acknowledges receipt of addenda numbers:

\_\_\_\_\_.

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 an endorsement or a rider in compliance with 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 is an established business with a minimum of five (5) years' experience in the lawn/grass mowing and line trimming business. Bidder's verifiable experience record shall be acceptable to the Town of Natick. Bidder shall have completed at least two (2) contracts of fifty thousand dollars (\$50,000) in the last five (5) years. Bidder

shall also have successfully completed a single mowing contract for a minimum of fifty (50) acres per week for an April through October calendar year. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against it. Bidder shall also include the names and locations of two (2) contracts of fifty thousand dollars (\$50,000) or more in the last five (5) years and shall include the name and location of at least one (1) contract that was a minimum of fifty (50) acres per week for an April through October calendar year.)

F. Bidder provides supervision of all workers performing under all contracts held and pledges to provide such supervision under any contract awarded by the Town of Natick.

G. Bidder has adequate personnel and equipment to perform the work expeditiously. Bidder possesses a rotary mower with a mulching deck and blades (no side discharge). The equipment used on the athletic surface shall be the appropriate low ground pressure type mower, shall have industry standard Turfgrass tires, and shall have a rear roller to stripe grass in light and dark colors. All athletic mowing shall be a "back and forth pattern" with alternating "light and dark patterns". Athletic fields shall not be mowed in circle patterns or block patterns. Bidder shall possess adequate back up equipment to accommodate a malfunction of the Bidders primary equipment and be able to meet the demands of the mowing schedule without impacting the Town of Natick sport maintenance and activities. Bidder shall attach to the Bid Form a description of the company's equipment and shall explain how such equipment satisfies the requirements stated above.

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 to perform all work as contained in this IFB. The award of any contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

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.

Chris Connors  
Authorized Signature

Chris Connors  
Printed Name

Branch Manager  
Printed Title

1/29/18  
Date

Full Legal Name Greenscape Land Design

Officers of Corporation and Addresses

Joe Ciffo lillo - President

Derek Durgin - COO

Lisa Swift - CFO

State of Incorporation Massachusetts

Principal Place of Business Massachusetts, New Hampshire  
Virginia

Tel. 508-977-9100

Qualified in Massachusetts Yes  No

Principal Place of Business in MA Bellingham, Taunton

Tel. 508-977-9100

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.

Greenscape Land Design  
Name of Bidder

6 Mill St  
Address of Bidder

Bellingham, Ma 02019

Telephone Number 508-977-9100

By: Chris Connors  
(Signature)

Chris Connors  
Printed Name

Branch Manager  
Printed Title

11/29/18  
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.

Greenscape Land Design  
Name of Bidder

6 Mill St  
Address of Bidder

Bellingham, Ma 02019

Telephone Number 508-977-9100

By: Chris Connors  
(Signature)

Chris Connors  
Printed Name

Branch Manager  
Printed Title

1/29/18  
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.

Greenscape Land Design

Name of Bidder

6 Mill St

Address of Bidder

Bellingham Ma 02019

Telephone Number 508-977-9100

By: Chris Connors

(Signature)

Chris Connors

Printed Name

Branch Manager 1/29/18

Printed Title

1/29/18  
Date

TOWN OF NATICK

ATTACHMENT E  
CERTIFICATE OF CORPORATE BIDDER

I, Joe Cifolillo, certify that I am the President of the Corporation named as Bidder in the attached Bid; that Chris Connors, who signed said Bid on behalf of the Bidder was then Branch Manager of said Corporation; that I know his/her signature hereto is genuine and that said Bid was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Name of Bidder

Greenscape Land Design, Inc.

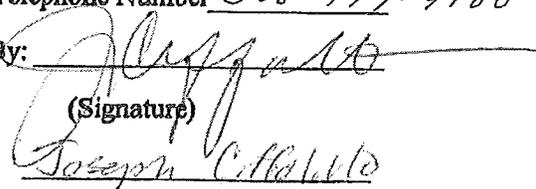
Address of Bidder

175 Paramount Dr.

Raynham, MA 02767

Telephone Number 508-977-9100

By:

  
(Signature)

Printed Name

President

Printed Title

1-24-78

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

Greenscape Land Design

Address of Bidder

6 Mill St

Bellingham, Ma 02019

Telephone Number 508-977-9100

By: Chris Connors

(Signature)

Chris Connors

Printed Name

Branch Manager

Printed Title

1/29/18

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.

Greenscape Land Design

Name of Bidder

6 Mill St

Address of Bidder

Bellingham, Ma 02019

Telephone Number 508-977-9100

By: Chris Connors

(Signature)

Chris Connors

Printed Name

Branch Manager

Printed Title

1/29/18

Date



How many years in business? 30 yrs

Do you currently have the field staff/equipment to handle the Natick Athletic Fields?

We are well equipped to handle this volume of work using WAM (wide area mower) and multiple 60"-72" ride on and standing mowers each with mulching capabilities. We maintain equipment weekly and keep reserve machines in the event of a mechanical issue.

References below

Town of Natick	2015-2017	\$156,000
Art Goodhine	774-274-9758	
Salem Parks	2012- current	\$214,000
Ray Jodoin	978-423-1811	
Boston Scientific Corp	2000- Current	\$105,000
Mathew Burke	508-683-4336	



## Letter of Good Standing

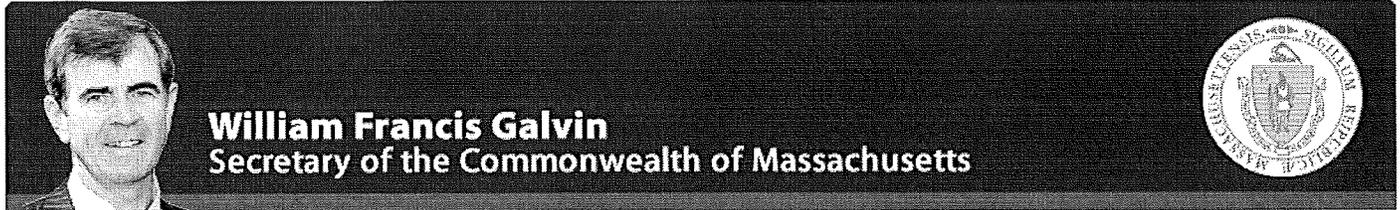
As of 1/26/18 all filings were completed with the state. We have sent several inquiries and attempted to call in order to receive the letter of good standing and still have not heard back. They were looking for the Corporate filings which are not due until March 15<sup>th</sup>. There appears to be an error with the site. We will have no problem providing the document if awarded the contract however.

Chris Connors

A handwritten signature in black ink that reads 'Chris Connors'. The signature is written in a cursive, flowing style.

Greenscape Inc

6 Mill St, Bellingham, Ma



**William Francis Galvin**  
Secretary of the Commonwealth of Massachusetts



## Corporations Division

### Business Entity Summary

ID Number: 042979081

[Request certificate](#)

[New search](#)

Summary for: **GREENSCAPE LAND DESIGN, INC.**

<b>The exact name of the Domestic Profit Corporation:</b> GREENSCAPE LAND DESIGN, INC.		
<b>The name was changed from:</b> GREENSCAPE, INC. <b>on</b> 11-26-2013		
<b>The name was changed from:</b> GREENSCAPE LAND DESIGN, INC. <b>on</b> 05-13-2013		
<b>Entity type:</b> Domestic Profit Corporation		
<b>Identification Number:</b> 042979081		<b>Old ID Number:</b> 000266587
<b>Date of Organization in Massachusetts:</b> 12-31-1987		
<b>Last date certain:</b>		
<b>Current Fiscal Month/Day:</b> 12/31		<b>Previous Fiscal Month/Day:</b> 09/30
<b>The location of the Principal Office:</b>		
Address: 175 PARAMOUNT DR.		
City or town, State, Zip code, RAYNHAM, MA 02767 USA		
Country:		
<b>The name and address of the Registered Agent:</b>		
Name: JOSEPH N. CIFFOLILLO		
Address: 16 COMMERCE BLVD.		
City or town, State, Zip code, MIDDLEBOROUGH, MA 02346 USA		
Country:		
<b>The Officers and Directors of the Corporation:</b>		
Title	Individual Name	Address
PRESIDENT	JOSEPH N CIFFOLILLO	20 NORTH STREET MATTAPOISETT, MA 02739 USA
TREASURER	JOSEPH N CIFFOLILLO	20 NORTH STREET MATTAPOISETT, MA 02739 USA
SECRETARY	JON A CIFFOLILLO	6 NED'S POINT ROAD MATTAPOISETT, MA 02739 USA
DIRECTOR	JOSEPH N CIFFOLILLO	20 NORTH STREET MATTAPOISETT, MA 02739 USA
DIRECTOR	JON A CIFFOLILLO	6 NED'S POINT ROAD MATTAPOISETT, MA 02739 USA

**Business entity stock is publicly traded:**

**The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:**

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CNP	\$ 0.00	2,000	\$ 0.00	200

**Consent**    
 **Confidential Data**    
 **Merger Allowed**    
 **Manufacturing**

**Note: Additional information that is not available on this system is located in the Card File.**

**View filings for this business entity:**

- ALL FILINGS
- Administrative Dissolution
- Annual Report
- Application For Revival
- Articles of Amendment
- Articles of Certificate of Incorporation

[View filings](#)

**Comments or notes associated with this business entity:**

[New search](#)



Greenscape Land Design Focuses on large Commercial, Municipal and multi unit communities for all Landscape Maintenance needs. We just recently celebrated 30 yrs in in business and continue to grow. We are a fully licensed and insured contractor in the Commonwealth.

Our properties are assigned a designated Account Manager as a main point of contact, Foreman and his crew are dedicated to the site as well. We have weekly quality sheets available for those who would like a copy via email or left with a managing individual.

We take pride in the fact that 95% of our Account Managers have an MCLP certification as well as holding Mass Arborist and Mass Horticulture certificates.



**Town of Natick  
Natick, Massachusetts**

**INVITATION FOR BIDS**

**FOR**

**PARKS AND SCHOOL GROUNDS  
MOWING AND LINE TRIMMING SERVICES**

**January 8, 2018**

**BIDS DUE:**

**February 1, 2018, 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 parks and school grounds mowing and line trimming services. The Invitation for Bids (“IFB”) 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 January 8, 2018. No Pre-Bid Conference will be held. Sealed Bids, contained in sealed envelopes marked “IFB: Provision of Parks and School Grounds Mowing and Line Trimming Services –Bid,” will be received until **11:00 A.M., February 1, 2018**, at the Procurement Office, c/o Natick Public Works, 75 West Street, Natick, MA 01760, at which time and place all Bids will be opened. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Bids will be extended until the same time on the next business day that the Procurement Office is open. 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. Award is subject to sufficient appropriation and award by the Natick Board of Selectmen.

## **I. INTRODUCTION**

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (hereinafter “the Town”) invites sealed Bids from firms/entities/persons for parks and school grounds mowing and line trimming services. For a full description of such services, please refer to Section 3 of the Invitation for Bids (“IFB”).

Copies of the IFB 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 January 8, 2018.

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 January 25, 2018. 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 Parks and School Grounds Mowing and Line Trimming Services –Bid” will be received until **11:00 A.M. local time, February 1, 2018**, at this address:

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

Each Bidder’s name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Bids will be extended until the same time on the next business day that the Procurement Office is open.

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 PARKS AND SCHOOL GROUNDS MOWING AND LINE TRIMMING SERVICES-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 will be held.

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

Procurement Officer  
Natick Public Works  
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 January 25, 2018. Questions may also be submitted 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 parks and school grounds lawn mowing and line trimming services. Any contract awarded pursuant to this IFB shall be for three (3) mowing/line trimming seasons, commencing on April 15, 2018, and ending on October 31, 2020.

### **A. Locations for which Mowing and Line Trimming is Sought**

Pursuant to this Invitation for Bids, the Successful Bidder shall perform parks and school grounds mowing and line trimming services to ensure that the grass is two (2) inches high from April 15th to October 31st of each year of a proposed contract term:

Twenty (28) total acres of athletic areas, and eleven (11) acres of landscape areas, more specifically described as the following:

- Bennett-Hemmenway School, 22 East Evergreen Road, 3.9 acres
- Memorial School, 97 Eliot Street, 6.75 acres
- Brown School, One Jean Burke Drive, 3.5 acres
- Kennedy School, 165 Mill Street, 3 acres

- Arlington Circle, Vicinity of 6 Arlington Road, 0.3 acres
- Euclid Circle, Vicinity of 13 ½ Euclid Road, 0.15 acres
- Henry Wilson Shoe Shop, 181 West Central Street, 0.3 acres
- Middlesex Path, 111 West Central Street, 0.6 acres
- Lincoln Square, 90 East Central Street, 0.25 acres
- Hartford Street Park, 152 Hartford Street, 0.25 acres
- Coolidge Field, 9 Chester Street, 4 acres
- Murphy Park, 157 North Main Street, 3 acres
- Hunnewell Field Complex, 24 Pleasant Street South, 3.5 acres
- West Hill Park, 0 Mill Street, 1 acres
- East School Park, 90 Oak Street, 1.5 acres
- Navy Yard, 41 Washington Avenue, 2 acres
- Loker Park, 79 Walnut Street, 1.5 acres
- JJ Lane Park, 185 Speen Street, 1.75 acres
- Senior Center, 117 East Central Street, 1.75 acres

The Successful Bidder shall be responsible to ensure all dirt, leaves, grass clippings, and similar left on asphalt and walkways in the act of mowing or line trimming shall be removed. The Successful Bidder shall also NOT blow grass clippings into infield clay surfaces or drive equipment through infield clay surfaces other than to access the grass infield for mowing.

The Town reserves the right to raise the height requirements without additional compensation with adequate notice to the Successful Bidder. The foregoing schedule is subject to change depending on weather conditions. The Town of Natick reserves the right to require additional mowing at these sites, subject to M.G.L. c. 30B, with appropriate compensation to the Successful Bidder. The Director of Public Works or his designee will communicate the above schedule to the Successful Bidder with the appropriate changes due to conditions as needed.

### LINE TRIMMING SCHEDULE

Line trimming of all the grass and weeds that the larger mowers cannot reach shall be done around all obstacles/structures within and along the perimeter of all of the above on an as requested basis.

All Turfgrass mowing shall be completed on Monday, with a rain date of Tuesday. Line trimming is permitted Monday through Friday.

#### **B. Successful Bidder's Personnel**

The Successful Bidder shall be responsible for any training of his/her/its personnel. The Successful Bidder's personnel shall be adequately trained by the Successful Bidder, shall meet the requirements of this IFB, and shall be of good moral character. All of the Successful Bidder's employees assigned to the sites shall pass Criminal Offender Record Information screening.

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

1. Name, business address, telephone, and cell phone numbers of the president and foreman.

2. Name, address, and telephone number of all employees assigned to the sites. The Successful Bidder will update this list whenever there is a change in personnel.

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

**C. Public Safety, Travel, and Convenience**

The Successful Bidder shall be required, without additional compensation, to give attention to the flow of traffic. Any work on major arteries shall be avoided during periods of heavy traffic. **School bus traffic shall not be detoured or unreasonably delayed so as to upset the School Department's established schedule.** The Successful Bidder shall coordinate his/her/its work with the Natick Police Department and the Natick Public Schools. The work shall be accomplished in a manner that safely maintains traffic on all work site roadways.

The Successful Bidder shall ensure safety at each work site at all times. The Successful Bidder shall supply and shall use all safety materials that are necessary to:

1. Give drivers sufficient advance warning;
2. Provide protection of motorists and workers; and
3. Advise motorists of the proper travel path.

**D. Hazardous Materials Pollution Control**

At all times, all hydraulically operated machinery shall have, on the vehicles or at a close proximity to them, while in operation, hazardous materials spill containment equipment that is capable of containing any hydraulic accidents.

In the event of a hydraulic accident, the Successful Bidder shall be responsible for the cleanup in compliance with United States Environmental Protection Agency (EPA) and Massachusetts Department of Environmental Protection (DEP) regulations and guidelines, and for the remediation of any property or environmental damage.

**E. Completion of Work and Inspections**

The Successful Bidder shall be responsible for the completion of all work called for under this contract, as set forth herein, as directed in a manner satisfactory to the Director of Public Works or his designee. During the period of each mowing operation, the Successful Bidder or his designated supervisor foreman shall be available to consult with the Town's representative for inspection and tentative approval of work being accomplished, so that in the event of unsatisfactory work, sufficient time will be made available by the Successful Bidder to re-mow or re-trim such areas (at no cost to the Town) that the total cutting will be completed in a manner satisfactory to the Department of Public Works (Department) within the original time specified.

Upon completion of each Item, the Successful Bidder shall notify the Department so that a final inspection of the entire contract area may be made before approval of the work. A listing of all

unsatisfactory mowing conditions not corrected to the satisfaction of the Department as directed within the period allowed for the cutting shall be made part of the Successful Bidder's record of performance. Repeated failure of the Successful Bidder to perform satisfactorily the work as called for under this contract within the specified periods shall be deemed sufficient reason for the Department to protect its interests and, if necessary, seeks to terminate the contract.

#### **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 an endorsement or a rider in compliance with 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 is an established business with a minimum of five (5) years' experience in the lawn/grass mowing and line trimming business. Bidder's verifiable experience record shall be acceptable to the Town of Natick. Bidder shall have completed at least two (2) contracts of fifty thousand dollars (\$50,000) in the last five (5) years. Bidder shall also have successfully completed a single mowing contract for a minimum of fifty (50) acres per week for an April through October calendar year. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against it. Bidder shall also include the names and locations of two (2) contracts of fifty thousand dollars (\$50,000) or more in the last five (5) years and shall include the name and location of at least one (1) contract that was a minimum of fifty (50) acres per week for an April through October calendar year.)
  - F. Bidder provides supervision of all workers performing under all contracts held and pledges to provide such supervision under any contract awarded by the Town of Natick.
  - G. Bidder has adequate personnel and equipment to perform the work expeditiously. Bidder possesses a rotary mower with a mulching deck and blades (no side discharge). The equipment used on the athletic surface shall be the appropriate low ground pressure type mower, shall have

industry standard Turfgrass tires, and shall have a rear roller to stripe grass in light and dark colors. All athletic mowing shall be a "back and forth pattern" with alternating "light and dark patterns". Athletic fields shall not be mowed in circle patterns or block patterns. Bidder shall possess adequate back up equipment to accommodate a malfunction of the Bidders primary equipment and be able to meet the demands of the mowing schedule without impacting the Town of Natick sport maintenance and activities. Bidder shall attach to the Bid Form a description of the company's equipment and shall explain how such equipment satisfies the requirements stated above.

- 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 statement of business experience and references.

#### **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 IV(1) above.

#### **VI. BID SUBMISSION**

Five (5) copies of the Bid shall be submitted by 11:00 A.M. LOCAL TIME, February 1, 2018, to this address:

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

After this time they will be opened in confidence. **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 IFB.

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 to perform all work as contained in this IFB. The award of any contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

Nothing in this IFB will compel the Town to award a Contract, or to use the Successful Bidder for herbicide treatment. The Town may cancel this IFB, may waive, to the extent allowed by law, any informalities, and may reject any and all Bids, if the Town, in its sole discretion, determines said action to be in the best interest of the Town of Natick. The Town may reject as non-responsive any Bid that fails to satisfy any of the Bid Submission Requirements.)

No person or firm debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency shall be awarded a Contract.

The Successful Bidder shall provide certification of insurance coverage and shall be required to indemnify and hold the Town harmless (see below for more information).

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

The Successful Bidder who enters into a Contract with the Town shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.

The Town may terminate any such Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend any such Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

#### **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 any contract awarded by the Town 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 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**

DELETED – NOT APPLICABLE

## **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, 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 controlled and/or 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 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 A  
TOWN OF NATICK  
BID FORM**  
*(To be submitted in Envelope B)*

*(3 pages)*

The undersigned hereby submits a sealed Bid for parks and school grounds mowing and line trimming services.

Printed Name of Bidder:

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Bidder hereby pledges to deliver the complete scope of services for the three (3) seasons required (4/15/18-10/31/20), for the price shown below:

TOTAL COST \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_).

(Write out in both words and numbers.)

If applicable, Bidder acknowledges receipt of addenda numbers:

\_\_\_\_\_.

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 an endorsement or a rider in compliance with 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 is an established business with a minimum of five (5) years' experience in the lawn/grass mowing and line trimming business. Bidder's verifiable experience record shall be acceptable to the Town of Natick. Bidder shall have completed at least two (2) contracts of fifty thousand dollars (\$50,000) in the last five (5) years. Bidder

shall also have successfully completed a single mowing contract for a minimum of fifty (50) acres per week for an April through October calendar year. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against it. Bidder shall also include the names and locations of two (2) contracts of fifty thousand dollars (\$50,000) or more in the last five (5) years and shall include the name and location of at least one (1) contract that was a minimum of fifty (50) acres per week for an April through October calendar year.)

F. Bidder provides supervision of all workers performing under all contracts held and pledges to provide such supervision under any contract awarded by the Town of Natick.

G. Bidder has adequate personnel and equipment to perform the work expeditiously. Bidder possesses a rotary mower with a mulching deck and blades (no side discharge). The equipment used on the athletic surface shall be the appropriate low ground pressure type mower, shall have industry standard Turfgrass tires, and shall have a rear roller to stripe grass in light and dark colors. All athletic mowing shall be a "back and forth pattern" with alternating "light and dark patterns". Athletic fields shall not be mowed in circle patterns or block patterns. Bidder shall possess adequate back up equipment to accommodate a malfunction of the Bidders primary equipment and be able to meet the demands of the mowing schedule without impacting the Town of Natick sport maintenance and activities. Bidder shall attach to the Bid Form a description of the company's equipment and shall explain how such equipment satisfies the requirements stated above.

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 to perform all work as contained in this IFB. The award of any contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

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**

\_\_\_\_\_  
**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**

**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.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
Telephone Number \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Date

**TOWN OF NATICK**

**ATTACHMENT C  
CERTIFICATE OF TAX COMPLIANCE**

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

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
Telephone Number \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
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.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
Telephone Number \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

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

---

Date

**TOWN OF NATICK**

**ATTACHMENT E**  
**CERTIFICATE OF CORPORATE BIDDER**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as Bidder in the attached Bid; that \_\_\_\_\_, who signed said Bid on behalf of the Bidder was then \_\_\_\_\_ of said Corporation; that I know his/her signature hereto is genuine and that said Bid was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

\_\_\_\_\_

Name of Bidder

\_\_\_\_\_

Address of Bidder

\_\_\_\_\_

Telephone Number \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Title

\_\_\_\_\_

Date

This Certificate shall be completed where Bidder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the 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

\_\_\_\_\_

Address of Bidder

\_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Title

\_\_\_\_\_

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.

---

Name of Bidder

---

Address of Bidder

---

Telephone Number

\_\_\_\_\_

By: \_\_\_\_\_

(Signature)

---

Printed Name

---

Printed Title

---

Date

**TOWN OF NATICK**

---

**ATTACHMENT H  
CONTRACT**

**(SEE ATTACHED DOCUMENT.)**

**Town of Natick, Massachusetts**  
**Contract for Parks and School Grounds Mowing and Line Trimming Services**

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and \_\_\_\_\_, a \_\_\_\_\_ organized under the laws of \_\_\_\_\_, with a principal office located at \_\_\_\_\_, and a Massachusetts office located at \_\_\_\_\_ (hereinafter the "Contractor").

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

1. Scope of Services

The Contractor shall provide parks and school grounds mowing and line trimming services, as set forth in the Invitation for Bids for Parks and School Grounds Mowing and Line Trimming Services ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall 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, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence on April 15, 2018, and shall end on October 31, 2020.

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

The provisions of the IFB and the Contractor's Bid are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

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

5. Payment

**Town of Natick, Massachusetts**  
**Contract for Parks and School Grounds Mowing and Line Trimming Services**

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices/rates set forth in the Contractor's Bid, 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.

The Contractor shall submit a monthly invoice, in duplicate, to the Owner for work completed in accordance with this Contract during the month in question.

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 IFB, 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.

6. Warranty

**Town of Natick, Massachusetts**  
**Contract for Parks and School Grounds Mowing and Line Trimming Services**

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. 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 - Combined single limit of \$1,000,000.
- d. Professional Liability Insurance – DELETED – NOT APPLICABLE.
- 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 of Natick shall be named as an additional insured on each such

**Town of Natick, Massachusetts**  
**Contract for Parks and School Grounds Mowing and Line Trimming Services**

policy of Commercial General Liability Insurance, 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 or the Contractor 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 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.
- i. 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 and automobile liability insurance, which indicate that the Town of Natick 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.

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,

**Town of Natick, Massachusetts**  
**Contract for Parks and School Grounds Mowing and Line Trimming Services**

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 willful or negligent 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 willful or negligent 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 any of 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 subject matter of this Contract, and that it is familiar with all sites which are the subject of this contract in the Town of Natick and with all conditions 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.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

**Town of Natick, Massachusetts**  
**Contract for Parks and School Grounds Mowing and Line Trimming Services**

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/Mood Altering Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled and/or mood altering substances, except under 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

**Town of Natick, Massachusetts**  
**Contract for Parks and School Grounds Mowing and Line Trimming Services**

other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather, 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 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



**Town of Natick, Massachusetts**  
**Contract for Parks and School Grounds Mowing and Line Trimming Services**

- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its entry 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 shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.

**Town of Natick, Massachusetts**  
**Contract for Parks and School Grounds Mowing and Line Trimming Services**

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 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. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.

s. 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.

t. 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.

**Town of Natick, Massachusetts**  
**Contract for Parks and School Grounds Mowing and Line Trimming Services**

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

[The remainder of this page is left intentionally blank.]

**Town of Natick, Massachusetts**  
**Contract for Parks and School Grounds Mowing and Line Trimming Services**

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, Jr.

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

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

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

**APPROVED AS TO AVAILABILITY OF APPROPRIATION:**

This is to certify, pursuant to M.G.L. c. 44, §31, 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 Parks and School Grounds Mowing and Line Trimming Services**

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 \_\_\_\_\_ 2018, 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.

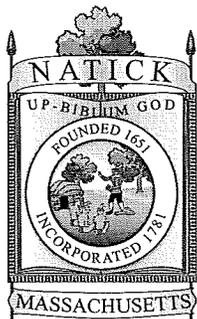
I, further certify that the above vote is still in effect on this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and has not been changed or modified in any respect.

\_\_\_\_\_  
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 MASSACHUSETTS

**TO:** Natick Board of Selectmen  
William Chenard, Acting Town Administrator  
Jeremy Marsette, Director, Natick Public Works

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

**DATE:** February 14, 2018

**SUBJECT: CONTRACT AWARD**  
**Pavement Management Engineering Services**

Informal, non-written pricing by DPW reveals that Stantec Consulting Services, Inc. is the ideally competitive firm to perform pavement management engineering services.

State statute exempts the procurement of these types of engineering services from the Uniform Procurement Act, M.G.L. c. 30B. See M.G.L. c. 30B, §1(b) (32A), which exempts the services of architects, engineers, and related professionals. (Parenthetically, the Designer Selection Law, M.G.L. c. 7C, §§44 *et seq.*, does not apply, since no vertical structure is implicated.) Essentially, therefore, there is no statutorily-prescribed procurement process that would govern.

Stantec Consulting Services, Inc. is a responsible and responsive firm and has offered what DPW considers to be reasonable hourly rates. The Town has used Stantec Consulting Services, Inc. to perform environmental sampling services in the past. Performance has been commendable.

We respectfully request that Natick Board of Selectmen award Stantec Consulting Services, Inc. a contract, in the form of the attached, to perform the services outlined in Attachment A1 to the Contract, for the rates specified therein. The total price cap will be \$61,300.00.

The funding to cover this comes from the following sources:

Pavement  
\$61,300 out of 2017 Spring ATM Capital Appropriation of \$1,000,000 Roads and Sidewalks  
Article 13B 508011-580130

**TOWN OF NATICK, MASSACHUSETTS  
CONTRACT FOR PAVEMENT MANAGEMENT ENGINEERING SERVICES**

This Contract is made this twenty-sixth day of February, 2018, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and Stantec Consulting Services, Inc., a foreign corporation, with a Massachusetts office located at 400 Crown Colony Drive, Suite 200, Quincy, Massachusetts 02169 (hereinafter the "Contractor" or "STANTEC").

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, regarding the subject matter or partial subject matter of this Contract, are hereby terminated and shall be of no force and effect.

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide pavement management engineering services, as enumerated in Attachment A-1.

2. Standard of Care

The Contractor shall exercise due care and diligence in the provision 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 execution date of this Contract and shall end one (1) year later. At the sole discretion of the Town, this Contract may be renewed for one (1) or two (2) additional one (1)-year terms.

4. Order of Priority of Contract Documents

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.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices set forth in Attachment A1. Notwithstanding any other provision of this Contract, the fee for such services shall not exceed sixty-one thousand three hundred dollars and zero cents (\$61,300.00).

This Contract is a fixed rate/fixed price contract, subject to the above; 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, 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 and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

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

6. Warranty

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. 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. Professional Liability Insurance - \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a "claims made" basis, each such policy of insurance shall remain in effect for at least six (6) years following the termination of this Contract.
- 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 or the Contractor 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.

9. Indemnification

The Contractor shall compensate the Town for all damage to Town property arising out of the Contractor’s willful misconduct or negligent act, error or omission in the performance of the work. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and all of its officers, employees, boards, commissions, committees, and representatives from and against all damages and liability which arise out of the breach by the Contractor of its obligations under this Contract, or to the extent caused by the willful misconduct or negligent 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 willful or negligent 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 the Contractor, nor their 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 either party or their 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 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.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

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.

15. Use of Alcohol and Controlled and/or Mood Altering Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled and/or 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.

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, if requested by the Town, 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 either party shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the non-breaching party to the breaching party, the non-breaching party shall have the right to terminate this Contract upon written notice to the breaching party.

- 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 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.
- f. In the event of termination not due to the fault of the Contractor, 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, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the Town: William D. Chenard

Acting 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: William J. Reed, Senior Principal  
Stantec, Consulting Services, Inc.  
400 Crown Colony Drive, Suite 200  
Quincy, MA 02169

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 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 entry 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. 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.

- l. **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.**
- m. 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.
- n. 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.
- o. This Contract may be amended only by written consent of the parties.
- p. 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 prior agreement between the parties in connection with the transaction contemplated.
- q. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- 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.

## 22. Limitation of Damages

Neither the Town nor the Contractor shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected to this Contract or the performance of the services on this Project. This mutual waiver includes, but is not limited to damages related to loss of use, loss of profits, loss of income, unrealized energy

savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

[The remainder of this page is left blank.]

The Town of Natick, Massachusetts

Stantec Consulting Services, Inc.

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, Jr.

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

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

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

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31, 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: \_\_\_\_\_

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.)

## ATTACHMENT A-1

The Contractor shall perform the following services.

### SCOPE OF SERVICES

STANTEC will evaluate approximately 153 undivided roadway miles for pavement condition, to build a comprehensive database using MicroPAVER to model various funding scenarios for future sustainability. STANTEC will collect and input condition data into a database, perform computer modeling, produce a written final report of findings and recommendations, and develop a 5-year Capital Improvement Plan.

Below are the tasks to successfully establish and deliver a long-term Pavement Management System for the Town of Natick to stand behind.

### SCOPE OF SERVICES:

- 1. *Project Initiation Meeting:*** STANTEC will meet with Town of Natick project members to review Town goals and objectives. STANTEC will discuss field data elements to be gathered; review the data collection plan and schedule; prioritize areas for fieldwork; maximum and minimum pavement management sectioning and size of sample lots. STANTEC will also review and gather pertinent historical pre-existing data to assist with building the Town's database before the collection of field data.
- 2. *Build Database:*** STANTEC office staff will perform all pertinent data entry and conversion tasks to migrate relevant existing Town data into pavement management system software. Data configuration to include pavement management system tables, libraries, deterioration curves, repair alternatives, and decision matrix as required by Town. All data will be inputted into MicroPaver.
- 3. *Pavement Data Collection:*** STANTEC will inventory and evaluate pavement conditions on approximately 153 undivided road miles. STANTEC will identify pavement management segments based on pavement condition, type of material, age, geometry, and construction history. Pavement inventory to include basic geo-physical segmentation references, ADT (if available), functional class, pavement type, zone,

curb reveal, and pavement thickness (if available). For each identified pavement segment, STANTEC will use a standard visual pavement distress rating system where type, severity, and extent of distress(s) recordings are used to calculate a Pavement Condition Index (PCI) using a 0 to 100 scale. Also, STANTEC will document general roadway sufficiency ratings for each pavement segment and capture a digital picture image for each segment. Data will reside in MicroPAVER.

4. **Quality Assurance:** STANTEC will ensure quality control of data at all times, including in-office and fieldwork methods to ensure the data's integrity. STANTEC, together with DPW staff, will perform quality assurance in the field for approximately 10 percent of the surveyed pavement segments.
5. **Strategy Meeting:** After data collection, STANTEC and Natick project staff will review roadway condition findings, discuss Town repair policies, and prioritize objectives to develop a long-term Pavement Management Strategy. After this meeting, STANTEC will configure pavement deterioration curves to reflect local conditions; revise repairs alternatives; adjust unit costs; and customize decision "triggers" such that future computer generated models "act" as the Town of Natick.
6. **Data Analysis:** After system configuration, when both STANTEC and the Town have reviewed and accepted the roadway repair "backlog", STANTEC will model several multi-year funding scenarios. STANTEC will use MicroPAVER software analytical tools to evaluate funding impacts to determine the funding level necessary to sustain roadway deterioration and to improve Town-wide pavement conditions.
7. **Report of Findings:** STANTEC will produce a non-technical report written in layman terms for the Town's financial stewards. The report will include graphs, tables, and figures to convey pavement management concepts, Town-wide pavement conditions, budget analysis, and recommendations. Ten (10) hardcopies of the report will be provided to the Town.
8. **GIS Integration:** STANTEC's GIS analyst will integrate pavement data to MicroPAVER database. STANTEC will verify the map layer against the database to assure data integrity. STANTEC will make available pavement data in ESRI ArcGIS geodatabase format as well.
9. **Software:** STANTEC will purchase and provide Natick a one (1) year license for MicroPaver v7 software with two (2) activations and technical support. Town will be responsible for annual software subscription cost.

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF**  
**PAVEMENT MANAGEMENT SERVICES**

10. **Software Training:** STANTEC will provide software implementation and system installation and license setup. STANTEC will provide one (1) software training session covering general navigation and reporting.

**SCHEDULE:**

STANTEC will initiate the proposed work tasks immediately upon receipt of an executed copy of this agreement/Notice to Proceed such that work tasks can be performed as soon as possible. This project is expected to require approximately six (6) months from start to completion.

<b>Task</b>	<b>Expected Completion Schedule</b>
Execute Contract - Notice to Proceed	January 2018
Project Kickoff Meeting	February 12, 2018
Build Database/System Configuration	March 5, 2018
Field Data Collection*	May 28, 2018
Strategy Meeting	June 4, 2018
Data Analysis and Final Report	June 29, 2018
Software & Software Training	July 16, 2018

\*weather dependent, for number of days unable to survey will push out completion schedule equivalent number of days.

**FEE:**

Our not to exceed fee to complete the proposed scope of services as defined above is Sixty One Thousand and Three Hundred Dollars (\$61,300).



# CERTIFICATE OF LIABILITY INSURANCE

5/1/2018 DATE (MM/DD/YYYY)  
7/20/2017

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 POLICES BELOW. THIS CERTIFICATE OF LIABILITY INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies  
444 W. 47th Street, Suite 900  
Kansas City MO 64112-1906  
(816) 960-9000

INSURED STANTEC CONSULTING SERVICES, INC.  
1415077 8211 SOUTH 48TH STREET  
PHOENIX, AZ 85044

CONTACT  
NAME: [ ] FAX: [ ]  
FAC. No. Ext: [ ] E-MAIL: [ ]  
ADDRESS: [ ]  
INSURER A: Zurich American Insurance Company NAIC # 16535  
INSURER B: Travelers Property Casualty Co. of America 25674  
INSURER C: American Guarantee and Lib. Ins. Co. 26247  
INSURER D: [ ]  
INSURER E: [ ]  
INSURER F: [ ]

COVERAGES CERTIFICATE NUMBER: 14841222 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICES OF LIABILITY 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 POLICY, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	INSR	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY - MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> EXCESS COVERED GENERAL AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> 1000 <input checked="" type="checkbox"/> LOC OTHER:	Y	GL05412704	5/1/2017 - 5/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (ea occurrence) \$ 300,000 MED EXP (Adv one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED VEHICLES ONLY <input checked="" type="checkbox"/> HOUSING VEHICLES ONLY <input checked="" type="checkbox"/> AUTOS ONLY	Y	TC21-CAP-8E036819 TC21-UB-8E036820 TC21-CAR-8E037017	5/1/2017 - 5/1/2018	CONTAINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	AUC0184657	5/1/2017 - 5/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETARY/ARTISAN/EXECUTIVE (Indemnity in lieu of exclusion) <input checked="" type="checkbox"/> Y/N N/A If 1st, describe under description of operations below	N	TC21-UB-8E03692 (AOS) TC21-UB-8E03693 (MA, WD) EXCEPT FOR OH AND WA WA WY	5/1/2017 - 5/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> PER ILL. EACH ACCIDENT \$ 1,000,000 ILL. DISEASE - EA EMPLOYEE \$ 1,000,000 ILL. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: CONTRACT FOR PROCUREMENT OF ENVIRONMENTAL SAMPLING/TESTING SERVICES IN TOWN OF NATICK, MASSACHUSETTS, STARTED PROJECTS 191750059, 191750061, 191750062, 191750063. THE EXCESS LIABILITY IS CONSIDERED FOLLOW FORM OVER THE GENERAL LIABILITY AUTO LIABILITY AND EMPLOYERS LIABILITY SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS. EXCESS LIABILITY WAS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA EXCESS LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

14841222

TOWN OF NATICK, MA  
ATTN: BRIAN R LE BLANC  
C/O NATICK PUBLIC WORKS  
75 WEST STREET  
NATICK MA 01760

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

POLICY NUMBER: GI05415704  
NAMED INSURED: SEE ATTACHED CERTIFICATE

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

Location(s) Of Covered Operations:

ALL LOCATIONS COVERED UNDER THIS POLICY, FOR LIABILITIES ARISING OUT OF OUR NAMED INSURED'S ACTIVITIES ONLY.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

CG 20 10 04 13

Page 1 of 1

POLICY NUMBER: GLO5415704                      COMMERCIAL GENERAL LIABILITY  
NAMED INSURED: SEE ATTACHED CERTIFICATE                      CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**  
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE  
ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT, EXCEPT  
WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

**Location And Description of Completed Operations:**  
ANY LOCATION OR PROJECT WHERE YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED  
STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXCEPT WHEN SUCH CONTRACT  
OR AGREEMENT IS PROHIBITED BY LAW

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement, performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to

**Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: TC2J-CAP-8E086819; T.J-BAP-8E086820; TC2J-CAP-8E087017  
NAMED INSURED: SEE ATTACHED CERTIFICATE

COMMERCIAL AUTO  
CA 20 48 10/13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective: 5/1/2017

**SCHEDULE**

**Name of Person(s) or Organization(s):**

**WHERE REQUIRED BY WRITTEN CONTRACT**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

CA 20 48 10/13

D522021

POLICY NO: GL05415704  
NAMED INSURED: SEE ATTACHED CERTIFICATE

## Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electric format that is acceptable to us.
- B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
  - C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
    1. Extend the Coverage Part cancellation or non-renewal date;
    2. Negate the cancellation or non-renewal; or
    3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
  - D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

U-GL-1521-A CW (10/12)

POLICY NUMBER: TC2J-CAP-8E086819; TJJ-BAP-8E086820; TC2J-CAP-8E087017

IL T4 00 12 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY - NOTICE OF  
CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION                      NUMBER OF DAYS NOTICE OF CANCELLATION: 30

NONRENEWAL                      NUMBER OF DAYS NOTICE OF NONRENEWAL: 30

PERSON OR ORGANIZATION: Where Required By Written Contract

ADDRESS:

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide not to renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

IL T4 00 12 09

Policy No: GLOPR1601673, NO RETROACTIVE DATE  
Named Insured: See Attached Certificate

PROFESSIONAL LIABILITY  
NOTICE OF CANCELLATION FOR THIRD PARTIES

**This contract is amended as follows:**

In consideration of the premium charged, it is hereby understood and agreed as follows:

(1) Underwriters authorize [Lockton Companies/BFI, Canada] the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the Insured. It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.

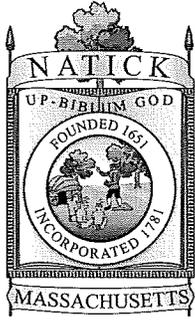
(2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy or in the event of a **Material Change** to this Policy, Underwriters shall mail written notice of such cancellation, non-renewal, or **Material Change** to such Certificate Holder 30 days prior to the effective date of cancellation, non-renewal, or a **Material Change**, but 10 days prior to the effective date of cancellation in the event the Assured has failed to pay a premium when due. The Insured shall provide written notice to the Underwriters of all such Certificate Holders, if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, or (iii) within 10 days of receipt of a written request from Underwriters. Underwriters' obligation to mail notice of cancellation, non-renewal, or a **Material Change** as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Assured has provided the foregoing written notice to the Underwriters.

(3) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.

(4) As used in this endorsement:  
(1) **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the Assured.

(2) **Material Change** means an endorsement to or amendment of this Policy after issuance of this Policy by the Underwriters that restricts the coverage afforded to the Assured.

All other terms and conditions remain unchanged.



# TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Board of Selectmen  
William Chenard, Acting Town Administrator  
Jeremy Marsette, Director, Natick Public Works

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

**DATE:** February 14, 2018

**SUBJECT: CONTRACT AWARD**  
**Stormwater Feasibility Study**

Informal, non-written pricing by DPW reveals that Environmental Partners Group, Inc. is the ideally competitive firm to perform stormwater feasibility study services.

State statute exempts the procurement of these types of engineering services from the Uniform Procurement Act, M.G.L. c. 30B. See M.G.L. c. 30B, §1(b) (32A), which exempts the services of architects, engineers, and related professionals. (Parenthetically, the Designer Selection Law, M.G.L. c. 7C, §§44 *et seq.*, does not apply, since no vertical structure is implicated.) Essentially, therefore, there is no statutorily-prescribed procurement process that would govern.

Environmental Partners Group, Inc. is a responsible and responsive firm and has offered what DPW considers to be reasonable hourly rates.

We respectfully request that Natick Board of Selectmen award Environmental Partners Group, Inc., a contract, in the form of the attached, to perform the services outlined in Attachment A1 to the Contract, for the rates specified therein. The total price cap will be \$20,000.00.

The funding to cover this comes from the following sources:

\$20,000 from 2016 Spring ATM Capital Appropriation of \$50,000 Stormwater Study Article 14A-9 00020302-580130

**TOWN OF NATICK, MASSACHUSETTS  
CONTRACT FOR THE PROCUREMENT OF  
STORMWATER UTILITY FEASIBILITY STUDY SERVICES**

This Contract is made this twenty-sixth day of February, 2018, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and Environmental Partners Group, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with an address of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 (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, regarding the subject matter or partial subject matter of this Contract are hereby terminated and shall be of no force and effect.

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide stormwater utility feasibility study services, as enumerated in Attachment A1.

2. Standard of Care

The Contractor shall exercise due care and diligence in the provision 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 execution date of this Contract and shall end one (1) year later. At the sole discretion of the Town, this Contract may be renewed for one (1) or two (2) additional one (1)-year terms.

4. Order of Priority of Contract Documents

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.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices set forth in Attachment A1. Notwithstanding any other provision of this Contract, the fee for such services shall not exceed twenty thousand dollars and zero cents (\$20,000.00).

**TOWN OF NATICK, MASSACHUSETTS  
CONTRACT FOR THE PROCUREMENT OF  
STORMWATER UTILITY FEASIBILITY STUDY SERVICES**

This Contract is a fixed rate/fixed price contract, subject to the above; 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, 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 and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

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

6. Warranty

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

**TOWN OF NATICK, MASSACHUSETTS  
CONTRACT FOR THE PROCUREMENT OF  
STORMWATER UTILITY FEASIBILITY STUDY SERVICES**

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. 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. Professional Liability Insurance - \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a "claims made" basis, each such policy of insurance shall remain in effect for at least six (6) years following the termination of this Contract.
- 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 or the Contractor will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town

**TOWN OF NATICK, MASSACHUSETTS  
CONTRACT FOR THE PROCUREMENT OF  
STORMWATER UTILITY FEASIBILITY STUDY SERVICES**

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.

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 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 to the extent caused by the willful or negligent 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 willful or negligent 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

**TOWN OF NATICK, MASSACHUSETTS  
CONTRACT FOR THE PROCUREMENT OF  
STORMWATER UTILITY FEASIBILITY STUDY SERVICES**

Neither party, 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 either party 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 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.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

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.

15. Use of Alcohol and Controlled and/or Mood Altering Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled and/or 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.

**TOWN OF NATICK, MASSACHUSETTS  
CONTRACT FOR THE PROCUREMENT OF  
STORMWATER UTILITY FEASIBILITY STUDY SERVICES**

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.

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, if requested by the Town, 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.

**TOWN OF NATICK, MASSACHUSETTS  
CONTRACT FOR THE PROCUREMENT OF  
STORMWATER UTILITY FEASIBILITY STUDY SERVICES**

- 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 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, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the Town: William D. Chenard, Acting 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

**TOWN OF NATICK, MASSACHUSETTS  
CONTRACT FOR THE PROCUREMENT OF  
STORMWATER UTILITY FEASIBILITY STUDY SERVICES**

If to the Contractor: Paul F. Gabriel, President  
Environmental Partners Group, Inc.  
1900 Crown Colony Drive, Suite 402  
Quincy, MA 02169.

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 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

**TOWN OF NATICK, MASSACHUSETTS  
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its entry 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. 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.
- l. **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.**
- m. 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.
- n. 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.

**TOWN OF NATICK, MASSACHUSETTS  
CONTRACT FOR THE PROCUREMENT OF  
STORMWATER UTILITY FEASIBILITY STUDY SERVICES**

- o. This Contract may be amended only by written consent of the parties.
- p. 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 prior agreement between the parties in connection with the transaction contemplated.
- q. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- 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.

22. Limitation of Damages

Neither the Town nor the Contractor shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected to this Contract or the performance of the services on this Project. This mutual waiver includes, but is not limited to damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

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**TOWN OF NATICK, MASSACHUSETTS  
CONTRACT FOR THE PROCUREMENT OF  
STORMWATER UTILITY FEASIBILITY STUDY SERVICES**

The Town of Natick, Massachusetts

Environmental Partners Group, Inc.

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, Jr.

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

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

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

**APPROVED AS TO AVAILABILITY OF APPROPRIATION:**

In accordance with the requirements of M.G.L. Chapter 44, Section 31, 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 THE PROCUREMENT OF  
STORMWATER UTILITY FEASIBILITY STUDY SERVICES  
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, MASSACHUSETTS  
CONTRACT FOR THE PROCUREMENT OF  
STORMWATER UTILITY FEASIBILITY STUDY SERVICES  
ATTACHMENT A -1.**

Environmental Partners Group, Inc. (EP) is pleased to support the Town of Natick with evaluating the feasibility of developing a stormwater utility.

***Background***

Several years ago the Town approved the funding of a stormwater utility feasibility study at Town Meeting and the Department of Public Works (DPW) would be the municipal department responsible for overseeing the study. The DPW has various operation, maintenance, and compliance activities associated with their municipal storm sewer system and the revised NPDES MS4 permit is poised to expand the DPW's responsibilities when the permit goes into effect. The Town is interested in evaluating the feasibility of a stormwater utility as an approach to support the DPW's stormwater programs.

Stormwater utilities or user fees have been growing in popularity in Massachusetts over the past few years. Prior to 2017 there were six Massachusetts communities with active stormwater utilities with Chicopee being the oldest having started in 1998. Several communities in 2017 including Dracut, Chelmsford, Milton, and Longmeadow successfully pass warrant articles to develop stormwater utilities. Needless to say stormwater utilities can offer an attractive approach to provide funding support for stormwater system operation, maintenance, and compliance programs. However, they are not "one size fits all" and their conceptual development needs to be tailored to meet specific objectives and challenges that are unique to each community. One of the early steps in the process is establishing the core objectives to aid in defining the scope, scale, and alternatives for the utility. A subsequent critical step is developing the public outreach and communications strategy to engage stakeholders and promote the benefits of a utility so as to earn community support for its implementation.

Based on our understanding to the Town's stormwater programs and the pending NPDES MS4 requirements, EP is proposing that the Town evaluate the feasibility of a stormwater utility in a phased approach. The proposed scope of services is for the initial phase of the feasibility study to define the Town's primary objectives and challenges, document the state of stormwater utilities in Massachusetts and identify key lessons learned, and outline the framework for the required steps to lead from conceptual design through to implementation of the stormwater utility.

***Proposed Stormwater Utility Feasibility Study Activities***

**Task 1 – Defining Considerations for a Stormwater Utility**

Under this task EP proposes to meet with representatives from the DPW to discuss their current stormwater program to define the roles and responsibilities of different municipal departments, internal and external stakeholders, routine operation and maintenance activities, compliance programs, funding mechanisms, capital planning, and structure of current municipal water/sewer utilities. EP will submit an information request prior to the meeting to aid in development of the meeting agenda and handouts. Following the meeting EP will prepare a meeting summary. The purpose of the will be to establish the Town's preliminary objectives for a potential stormwater utility and identify the specific challenges that could affect the practicality, scope and scale of a stormwater utility for Natick.

**Task 2 – Current State of Stormwater Utilities in Massachusetts**

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STORMWATER UTILITY FEASIBILITY STUDY SERVICES**

Under this task EP proposes to compile research and attempt to interview up to 10 Massachusetts communities that have established stormwater utilities. These communities will include: Reading, Newton, Chicopee, Westfield, Northampton, Longmeadow, Milton, Chelmsford, Dracut, and Fall River. EP will also attempt to interview several Massachusetts communities that were unsuccessful in establishing utilities including Yarmouth and Ayer.

As part of this task EP will develop an interview questionnaire for collection of data from the participating communities. The questionnaire will seek to define the history of the stormwater utility, its account structure (e.g. residential, commercial, industrial, tax-exempt), the rate structure (e.g. flat fee, block rates, equivalent residential units), the programs that are funding by it, public implementation and outreach process, billing and credit policies, and key lessons learned.

The results of the research and questionnaires will be tabulated and incorporated into a technical memorandum.

**Task 3 – Technical Memorandum**

Under this task EP will prepare a technical memorandum that documents the results of Tasks 1 and 2 and outlines the key considerations and steps in proceeding from this preliminary phase to the more detailed feasibility study that focuses on the development of alternative rate structures, utility policies, and a public outreach program. The study would develop recommendations for the following:

- Stormwater Program Funding Alternatives – Identify the advantages/disadvantages for at least three funding scenarios (e.g. 100% of stormwater program, subsidizing stormwater program costs, or funding a specific program component such as drain and catch-basin cleaning/inspection).
- Rate Structure Alternatives– Identify the advantages/disadvantages of the different rate structures (e.g. flat fee vs. equivalent residential unit, ERU) and the recommended approach for performing a stormwater rate study.
- Public Outreach Program – Identify the key components to include in a stormwater utility public education and outreach program to engage both internal staff and officials and the general public.

Under this task, EP would meet with the Town to review the draft memorandum and prepare a final memorandum that incorporates comments from the Town. EP would then prepare a presentation of the study results and recommendations to be provided as an information session to either the Town's Finance

**TOWN OF NATICK, MASSACHUSETTS  
CONTRACT FOR THE PROCUREMENT OF  
STORMWATER UTILITY FEASIBILITY STUDY SERVICES**

Committee or the Board of Selectmen. If agreeable to the Town, EP would invite Mr. Fred Civian from the Massachusetts Department of Environmental Protection to participate in the information session so as to provide his insight on stormwater funding from the State’s perspective. Mr. Civian has been involved in speaking at municipal stormwater funding information sessions over the past few years in conjunction with the NPDES MS4 program.

**STAFFING**

This project will be led by Paul Millett, P.E. (Principal), Eric Kelley, P.E. (Project Manager) and Natalie Pommersheim, P.E. (Senior Scientist). Environmental Partners staff are experienced in municipal storm sewer system programs including NPDES MS4 compliance, asset management, capital planning, and the evaluation, design, and construction of drainage system improvements.

**PROJECT FEE AND SCHEDULE**

<i>Task Description</i>	<i>Budget</i>	<i>Notes</i>
Task 1 Defining a Stormwater Utility	<i>Task 1 Sub-Total: \$3,250</i>	1. Meeting with DPW 2. 20 Hrs EPG Labor
Task 2 State of Stormwater Utilities In Massachusetts	<i>Task 2 Sub-Total: \$4,500</i>	1. Interview up to 10 active stormwater utilities in MA 2. Interview up to 2 communities unsuccessful in establishing utilities 3. 32 Hrs EPG Labor
Task 3 Technical Memorandum	<i>Task 3 Sub-Total: \$12,250</i>	1. Draft and Final Technical Memos 2. Meeting with DPW on study results 3. Info Session to Town officials 4. 72 Hrs EPG Labor
<b>Total Project Total Budget</b>	<b>\$20,000.00</b>	<b>124 Hours EPG Labor</b>

We propose to complete Tasks 1 through 3, as described above, including all labor and expenses, for the not-to-exceed lump sum price of \$20,000.00.

Environmental Partners proposes to complete the project within 2 months of the Notice to Proceed. It is anticipated that Tasks 1 and 2 can be completed over the course of the initial four weeks. Task 3 can be completed in 2 to 3 weeks after the completion of the stormwater utility interviews. The information session schedule would be coordinated with the Town after completion of the technical memorandum.

**ASSUMPTIONS**

EP has prepared the foregoing based upon the following assumptions and qualifications:

- The Town of Natick will provide available stormwater program information prior to the initial project meeting.
- The Town of Natick will provide access to current GIS data for reference.

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL**  
**SAMPLING/TESTING SERVICES IN NATICK, MASSACHUSETTS**

- The Town of Natick will be responsible for any public notifications associated with public meetings.
- If agreeable to the Town, EP will contact Mr. Fred Civian of MADEP to participate in the information session to the Town officials.

This study is preliminary and does not include the development of initial estimates for utility fees.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/14/2018

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> Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>781-245-5400</b>		FAX (A/C, No): <b>781-245-5463</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> <b>Environmental Partners Group, Inc.</b> <b>1900 Crown Colony Dr.Suite 402</b> <b>Quincy, MA 02169</b>	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Travelers Indemnity Co of CT</b>		<b>25682</b>
	<b>INSURER B : Travelers Indemnity Co America</b>		<b>25666</b>
	<b>INSURER C : Travelers Indemnity Co.</b>		<b>25658</b>
	<b>INSURER D : Travelers Casualty and Surety</b>		<b>19038</b>
	<b>INSURER E : XL Specialty Insurance Company</b>		<b>37885</b>
<b>INSURER F :</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

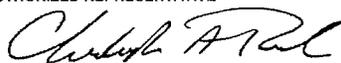
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		6802355L628	06/13/2017	06/13/2018	EACH OCCURRENCE \$ <b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b>
							MED EXP (Any one person) \$ <b>10,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA2355L782	06/13/2017	06/13/2018	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			CUP6572Y321	06/13/2017	06/13/2018	EACH OCCURRENCE \$ <b>6,000,000</b>
							AGGREGATE \$ <b>6,000,000</b>
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB6572Y093	06/13/2017	06/13/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ <b>1,000,000</b>
							E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
E	<b>Arch/Eng.Prof.Liab</b> <b>Incl.PollutionLiab</b>			DPR9914787	06/18/2017	06/18/2018	Per Claim <b>3,000,000</b>
							Aggregate <b>5,000,000</b>

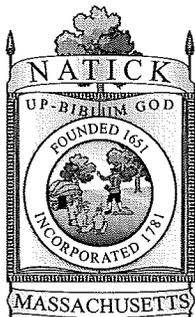
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

<b>TOWNN16</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Board of Selectmen  
Martha White, Town Administrator  
William Chenard, Deputy Town Administrator – Operations  
Robert LeFrançois, Information Technology Director

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

**DATE:** February 20, 2018

**SUBJECT: CONTRACT AWARD**  
**Document Management Consultant Procurement**

On September 20, 2017, sealed proposals were received in response to the Town of Natick's RFP for document management consultant services. Timely proposals were received from nine (9) proposers. (See attached.)

The most advantageous proposal from a responsive and responsible proposer was submitted by Plante & Moran, PLLC. It has submitted a price of \$38,775.00 for the main contract work.

Mr. LeFrançois and I have vetted references satisfactorily. We recommend that the Selectmen award the contract to Plante & Moran, PLLC for the amount of its price proposal.

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

Proposals Received:	11/15/17
Newspaper Advertisement: (MetroWest Daily News)	10/13/17
Website/Town Hall Posting:	10/10/17
Goods and Services Publication:	10/16/17
COMMBUYS	10/10/17

Funding information: 00020325 580130 DOCUMENT ARCHIVE 9

Town of Natick

RFP Opening Form

Proposals - Document Management Consulting Services

Date & Time: November 15, 2017, 11:00 A.M. local time

Company Name	Envelopes Sealed & Marked	Certificate of Non-Collusion	Tax Compliance Certification	Cert. of Corporate Proposer	Conflict of Interest Certificate	Signature of Proposer & Address	Certificate of Insurability	Compliance with MCL 151B	Certificate of Non-Debarment	Price
Pro-Son-Will-Walsh MA	✓	✓	✓	N/A	✓	✓	✓	✓	✓	Price 1/22/18 <sup>184450</sup>
Cooper-Baker, Norwell MA	✓	CERTIFICATES NOT WITH PRICE	✓	✓	✓	✓	✓	✓	✓	37500.00
Stiles & Sachse, Needham MA	✓	✓	✓	✓	✓	✓	✓	✓	✓	24130.00
Proctor BCS LLP, Quincy MA	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$525,500.00
DTI, Richmond VA	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$100,000.00
R. Pappas Group, Boston MA	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$240,000.00
Plante Moran, Southfield MI	✓	✓	✓	N/A	✓	✓	✓	✓	✓	\$38,775.00
P/F, Haverhill MA	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$10,000.00
Emerage, New Ipswich VT	✓	✓	✓	✓	✓	✓	✓	✓	not with proposal	\$59,000.00

Signed under penalty of perjury this 15th day of November 2017

CFO Signature: *[Signature]* 11/15/17

Witness Signature: *[Signature]* 11/15/17

\* Assume Aunts not Consent - all later connected



**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

This Contract is made this twenty-sixth day of February, 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 Plante & Moran, AFME, PLLC, a professional limited liability company organized under the laws of the State of Michigan, with a principal office located at 27400 Northwestern Highway, P.O. Box 307, Southfield, MI 48037-0307(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 for the services outlined in Section 1, below (Scope of Services), if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

The Contractor shall provide document management consultant services, as set forth in the Request for Proposals for Document Management Consultant Services in the Town of Natick ("RFP"), 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 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, 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 execution date of this Contract and shall end one year later. At the sole discretion of the Town, this Contract may be extended for one (1) or two (2) additional one (1)-year terms. Time is of the essence in the performance of services rendered by the Contractor under this Contract.

4. Incorporation of the Request for Proposals/Order of Priority of Contract Documents

The provisions of the RFP and the Contractor's Proposal 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 Document Management Consultant Services in the Town of Natick**

Third Priority:	Addenda to the RFP (if any)
Fourth Priority:	RFP
Fifth Priority:	Contractor's Proposal.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices stated in the Contractor's Price Proposal. (See attached Price Proposal Form.)

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 RFP, 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 right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

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 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. 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 (Including Errors and Omissions) - \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a claims made basis, the effective period shall extend for a term of six (6) years after the end of this Contract.

**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

- 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 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.
- 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 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.
- i. 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.
- 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.

9. Indemnification

**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

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 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 RFP 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.

13. Labor and Materials Payment Bond

**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

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 controlled and/or 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 are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, 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.

**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

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 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.

**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

- 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  
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  
Plante & Moran, AFME, PLLC  
27400 Northwestern Highway  
P.O. Box 307  
Southfield, MI 48037-0307.

**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

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.
- 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 Proposal was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word

**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

“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 Proposal documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**

**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

- 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.

(The remainder of this page is left blank.)

**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

The Town of Natick, Massachusetts  
by: the Natick Board of Selectmen

Plante & Moran, AFME, PLLC  
by:

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

\_\_\_\_\_  
Signature

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

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

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

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

\_\_\_\_\_  
Michael J. Hickey, Jr.

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

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

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, Esq.

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

**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

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.)

---

# Make the mark.

Town of Natick | November 15, 2017

**Document Management Consultant Services**

**COPY**



**Price Proposal**

**plante moran** | Audit. Tax. Consulting.  
Wealth Management.





**Plante & Moran, PLLC**  
27400 Northwestern Highway  
P.O. Box 307  
Southfield, MI 48037-0307  
Tel: 248.352.2500  
Fax: 248.352.0018  
plantemoran.com

November 15, 2017.

Bryan LeBlanc  
Procurement Officer  
75 West Street  
Natick, MA 01760.

Dear Bryan:

Plante Moran is pleased to submit our Price Proposal in response to the Town of Natick's Request for Proposal (RFP) for Document Management Consulting services.

Enclosed, please find our Price Proposal to provide the services identified in our Non Price Proposal (under separate cover).

If you have any questions concerning this proposal or need to contact any of the project team members, please call me at 248-223-3328 or [Adam.Rujan@plantemoran.com](mailto:Adam.Rujan@plantemoran.com).

Sincerely,  
**PLANTE & MORAN, PLLC**

A handwritten signature in cursive script, appearing to read "Adam Rujan".

Adam Rujan, Partner



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# Attachment A

## Price Proposal Form

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 document management consultant services in the Town of Natick.

Printed Name of Proposer:

Plante & Moran, PLLC

Address: 27400 Northwestern Hwy

Southfield, MI 48034

The PROPOSER hereby pledges to deliver the complete scope of services required for price shown below:

Total Price in Words: Thirty-eight thousand seven hundred seventy-five dollars \*

\* Price does not include optional Implementation Assistance Management Activities

Total Price in Numbers: \$38,775\*

The PROPOSER acknowledges receipt of addenda nos. N/A

  
Authorized Signature

Adam Rujan  
Printed Name

Partner  
Printed Title

Page 12 of 21



November 13, 2017

Date

Full Legal Name Plante & Moran, PLLC

**Officers of Corporation and Addresses**

Plante Moran is owned and operated by it 290+ partners. If selected for this engagement, we can provide a full list of our Partners upon the Town's request.  
Adam Rujan is the partner managing this engagement. He has been a partner at Plante Moran for 22 years and is authorized to commit the firm to finding contracts

State of Incorporation \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

27400 Northwestern Hwy.

Southfield, MI 48034

Tel. 800.544.0203

Qualified in Massachusetts Yes  No

Principal Place of Business in MA \_\_\_\_\_

N/A

Tel. \_\_\_\_\_



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## Other Pricing Information

---

Plante Moran provides a fixed fee of \$38,775 to complete the tasks as proposed in our work plan.

Totals by Phase	Fees
Phase 0: Project Management	\$3,290
Phase 1: DMS Requirements Analysis	\$12,220
Phase 2: RFP Development	\$12,220
Phase 3: Evaluation and Selection of a Vendor	\$11,045
<i>Phase 4: (Optional) Implementation Assistance</i>	TBD
<b>Total:</b>	<b>\$38,775*</b>

*\*Price does not include optional Implementation Assistance Management Activities.*

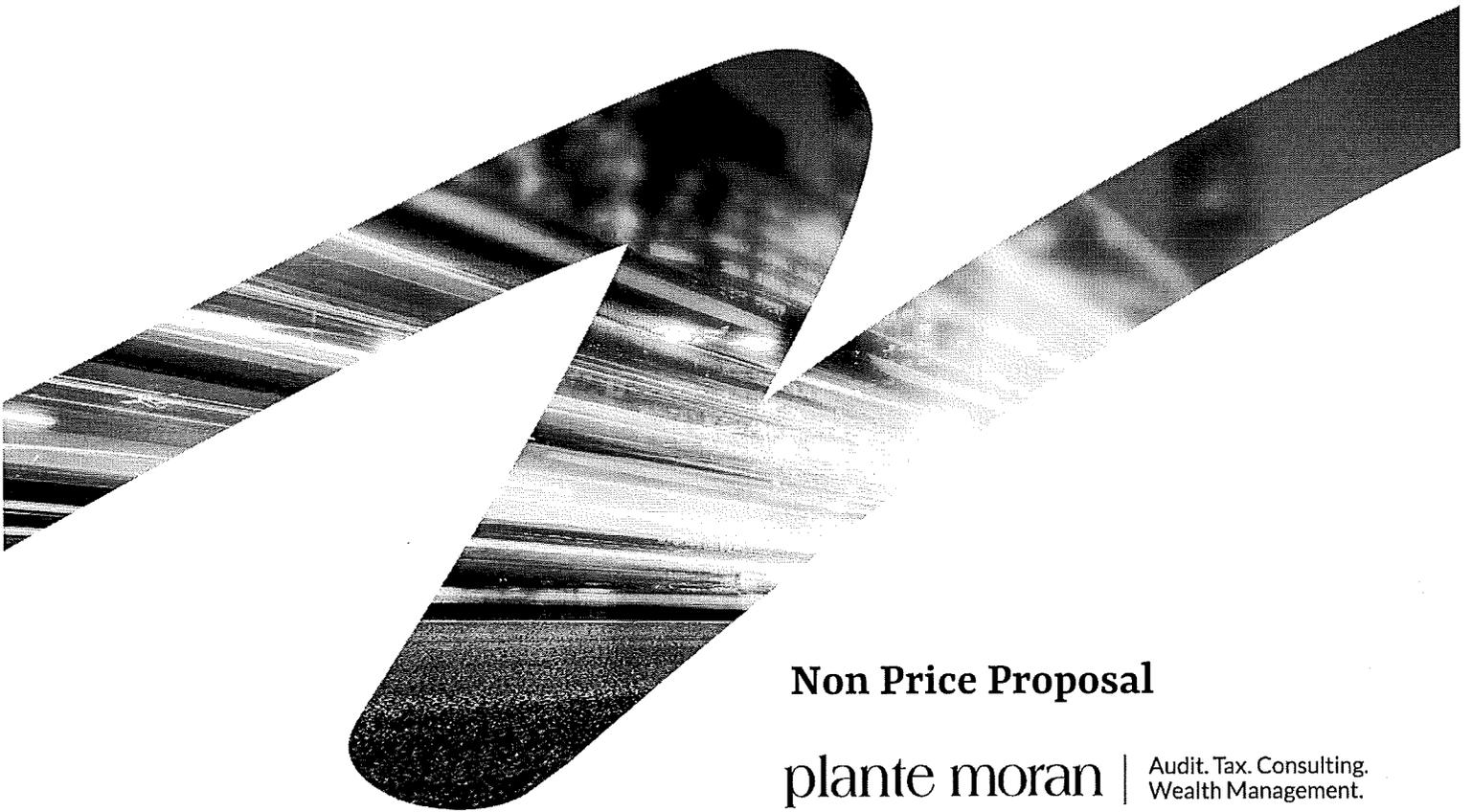


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# Make the mark.

Town of Natick | November 15, 2017

Document Management Consultant Services



**Non Price Proposal**

plante moran | Audit. Tax. Consulting.  
Wealth Management.



Plante & Moran, PLLC  
27400 Northwestern Highway  
P.O. Box 307  
Southfield, MI 48037-0307  
Tel: 248.352.2500  
Fax: 248.352.0018  
plantemoran.com

## Letter of Transmittal

November 15, 2017

Bryan LeBlanc  
Procurement Officer  
75 West Street  
Natick, MA 01760.

Dear Bryan:

Plante Moran, PLLC is pleased to present this Proposal in response to the Town of Natick's Request for Proposal (RFP) for Document Management Consulting services.

As one of the largest consulting and accounting firms nationally, we have extensive experience in serving the public sector. Similar to other high performing municipalities, the Town is currently at a crossroads regarding a future strategic direction for electronic document and data management. We believe that the Town should use this opportunity to evaluate its current document management systems and processes and investigate future vendor products which can offer a comprehensive solution for managing the creation, capture, indexing, storage, retrieval and distribution of Town information.

Plante Moran has proposed a project team that brings to this engagement the depth of knowledge and experience gained in working with governmental clients in conducting numerous system replacement projects. These consulting services have encompassed the full life-cycle of software procurement and implementation including needs assessments, solution selection, contract negotiations and implementation management. As a firm, we offer the following benefits:

- **Depth of Experience.** Significant experience in conducting business software needs assessment, RFP development, selection, and implementation projects for governmental clients for over 30 years.
- **Breadth of Experience.** Significant experience with assisting governmental clients in the full lifecycle of enterprise system projects for all areas of local government operations including Document Management, Financials, Payroll, Human Resources, Utility Billing, Permitting and Licensing, Enterprise Asset Management, and GIS solutions.
- **Proven Project Approach.** Proven methodology that is supported by a robust and flexible set of tools and templates refined through gained through experience with numerous governmental clients including all aspects of needs assessment, selection, contract negotiations, statement of work development, and implementation management assistance.



- **Vendor Independence.** Complete independence from all governmental software providers allows us to make systems recommendations to best meet the needs of our client. Through our numerous system selection and implementation projects, we have gained significant experience and knowledge of providers of municipal software solutions for governmental entities and the pros/cons of their solutions.
- **Vendor Liaison Program.** While maintaining independence from all local government software providers, we facilitate a proactive Vendor Liaison Program to maintain a current understanding of the local government software system marketplace and better understand each solution's key differentiators, the company's long-term strategies for each product, and the solution provider's implementation methodology as well as target market.
- **Professional Involvement.** Active project professionals who are members of national and local organizations dedicated to improving the operations of local government including GFOA, ICMA, PTI and GMIS.
- **Experienced Project Team.** Seasoned consultants with proven experience at defining functional requirements, identifying integration and interfaces, and developing an application migration plan to transition from the legacy business systems and other shadow systems.
- **Best-Practice Expertise.** Significant experience in conducting process redesign and recommending best-practices for governmental clients while promoting change management from the initiation of the project.
- **Formal Project Management.** Expert Project Management Professionals, credentialed by the Project Management Institute (PMI), who leverage PMI's standard methodology on all projects.
- **Contract Negotiations Experience.** We have successfully assisted clients in negotiating very strong contracts with nearly all of the software vendors that you will likely be considering. Through our negotiations process, we have been able to save our clients significant costs and include other protections in the contract.
- **Implementation Management Experience.** Significant experience with assisting clients in the implementation of new software systems providing a variety of roles dictated by the needs of the client.
- **Government Accounting Experience.** As accountants and advisors to nearly 500 government agencies, recognized as one of the leading providers of independent, objective advice

Our proposed team blends the technology and municipal operations knowledge with seasoned, management consultants to work on this important initiative. We believe that based upon these experiences and the quality of our proposed team, we are well qualified to provide objective and comprehensive Document Management System selection consulting services for the Town of Natick. If you have any questions concerning this bid please contact me at 248-223-3328 or [Adam.Rujan@plantemoran.com](mailto:Adam.Rujan@plantemoran.com).

Sincerely,

**PLANTE & MORAN, PLLC**



Adam Rujan, Partner

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Fully-Executed  
Scope of Services

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

Through the Town's RFP, we understand that the Town is seeking assistance in the assessment, RFP development, and selection of an enterprise-wide document management system (DMS) for the organization. Having performed similar projects for many small, mid-size and large, local units of government over the years, Plante Moran's seasoned project consultants have developed and refined a proven methodology and set of related tools intended to mitigate client risk during complex projects by leveraging best practices while incorporating the client's unique needs. Through our best practice approach, we outline specific tasks to be completed as well as a detailed timeline for completion, highlighting the key project milestones. Additionally, we present a description as to the roles and responsibilities of Town staff on all project activities. Our approach consists of engaging our proposed qualified project team to develop, refine and execute a proven project plan, supported by our mature software selection toolkit, to meet the Town's expressed project objectives. Our proposed methodology for the Town includes the following project phases:

- Phase 0: Project Management
- Phase 1: DMS Requirement Analysis
- Phase 2: Request for Proposal Development
- Phase 3: Evaluation and Selection of Vendor
- Phase 4: (Optional) Implementation Management Assistance

Further details on the specific activities for each phase to be performed are provided in Section 10 of the proposal response.



Other Documents

*Each Proposer shall submit the following:*

1) Certificate of Non-Collusion (Attachment B).

*A fully executed Certificate of Non-Collusion (Attachment B).*

TOWN OF NATICK

ATTACHMENT B  
CERTIFICATE OF NON-COLLUSION

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

Plante & Moran, PLLC  
Name of Proposer

27400 Northwestern Hwy  
Address of Proposer

Southfield, MI 48034

Telephone Number 800.544.0203

By:   
(Signature)

Adam Rujan  
Printed Name

Partner  
Printed Title

November 13, 2017  
Date

2) Certificate of Tax Compliance (M.G.L., c.62C, §49A) (Attachment C).

*A fully executed Certificate of Tax Compliance (M.G.L., c.62C, §49A) (Attachment C).*

TOWN OF NATICK

ATTACHMENT C  
CERTIFICATE OF TAX COMPLIANCE

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

Plante & Moran, PLLC  
Name of Proposer

27400 Northwestern Hwy  
Address of Proposer

Southfield, MI 48034

Telephone Number 800.544.0203

By:   
(Signature)

Adam Rujan  
Printed Name

Partner  
Printed Title

November 13, 2017  
Date

### 3) Conflict of interest Certification (M.G.L. c.268A) (Attachment D).

*A fully executed Conflict of interest Certification (M.G.L. c.268A) (Attachment D).*

#### 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.

Plante & Moran, PLLC

Name of Proposer

27400 Northwestern Hwy

Address of Proposer

Southfield, MI 48034

Telephone Number 800.544.0203

By: 

(Signature)

Adam Rujan

Printed Name

Partner

Printed Title

November 13, 2017

Date

#### 4) Certificate of Corporate Proposer (Attachment E).

*A fully executed Certificate of Corporate Proposer (Attachment E).*

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.

NA Plante Moran is a partnership

5) Certificate of Compliance with M.G.L. c. 151B (Attachment F).

*A fully executed Certificate of Compliance with M.G.L. c. 151B (Attachment F).*

TOWN OF NATICK

ATTACHMENT F

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

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

Plante & Moran, PLLC

Name of Proposer

27400 Northwestern Hwy

Address of Proposer

Southfield, MI 48034

Telephone Number 800.544.0203

By:



(Signature)

Adam Rujan

Printed Name

Partner

Printed Title

November 13, 2017

Date

6) Certificate of Non-Debarment (Attachment G).

*A fully executed Certificate of Non-Debarment (Attachment G).*

TOWN OF NATICK

ATTACHMENT G

CERTIFICATE OF NON-DEBARMENT

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

Plante & Moran, PLLC

Name of Proposer

27400 Northwestern Hwy

Address of Proposer

Southfield, MI 48034

Telephone Number 800.544.0203

By: 

(Signature)

Adam Rujan

Printed Name

Partner

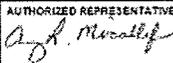
Printed Title

November 13, 2017

Date

## 7) A Certificate of Insurability

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.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)		
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.				11/13/2017		
<b>IMPORTANT:</b> 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> Marsh & McLennan Agency LLC 15415 Middlebelt Road Livonia MI 48154-3805		<b>CONTACT NAME:</b> Amy Micallef, CIC, CISR, LIC, AAI, AIS <b>PHONE (A/C No. Ext.):</b> 734-525-2445 <b>FAX (A/C No.):</b> 734-525-1841 <b>E-MAIL ADDRESS:</b> amicallef@mma-mi.com				
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>		
<b>INSURED</b> P&M Holding Group, LLP & Subsidiaries; Plante & Moran, PLLC c/o Bonnie Kozikowski 26300 Northwestern Hwy., #120 Southfield MI 48076-3750		<b>INSURER A:</b> Federal Insurance Company <b>INSURER B:</b> Great Northern Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		20381 20303		
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b> 298934272		<b>REVISION NUMBER:</b>		
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.						
INSTR	TYPE OF INSURANCE	DUPLICATE	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 Deductible GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> SPEC TEST <input type="checkbox"/> LOC OTHER:		36755512	3/13/2017	3/13/2018	EACH OCCURRENCE \$1,000,000 DAMAGES RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADJ INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> RENTED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		73263017	3/13/2017	3/13/2018	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTIONS		76833330	3/13/2017	3/13/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	71655067	3/13/2017	3/13/2018	<input checked="" type="checkbox"/> PER STATE <input type="checkbox"/> OTHER EL. EACH ACCIDENT \$1,000,000 EL. DISEASE - EA EMPLOYEE \$1,000,000 EL. DISEASE - POLICY LIMIT \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
<b>CERTIFICATE HOLDER</b>  Town of Natick 78 West Street Natick MA 01780				<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 		

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ACORD 25 (2016/03)

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## 8) Credentials of the Personnel

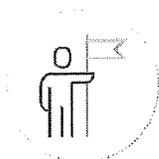
*The identity of the individual, partnership or corporation applying for contract award and credentials of the personnel who would actually perform the work, as well as their managers, and the nature of the supervision. State the responsibilities of each of the work personnel. If the proposer intends 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.*

### Plante Moran in Brief

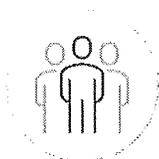
More than 90 years of history in 30 seconds or less.

We are the 15th largest certified public accounting and management consulting firm in the nation. With a **history spanning more than 92 years**, our firm provides clients with financial, human capital, operations improvement, strategic planning, technology selection and implementation, cybersecurity, and family wealth management services.

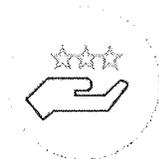
#### Fast facts



**1924**  
Year  
founded



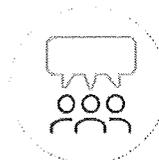
**2,200+**  
Staff



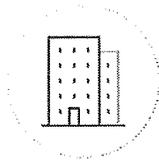
**45+**  
Services  
available



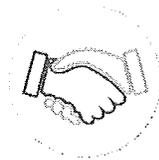
**72**  
Countries  
with clients



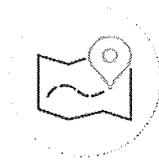
**27**  
Languages  
spoken firmwide



**23**  
Offices  
worldwide



**25+**  
Industries  
served



**49**  
States  
with clients

### Our “One-Firm” firm philosophy

We are built fundamentally different from most because of our “one-firm” firm philosophy and structure. Our structure does not have competing regional, office, or service-level profit centers and, as a result, clients receive the **best resources regardless of office location or geography**. This guarantees our ability to identify professionals within our firm with specific experience and skills, and to seamlessly deploy resources to meet each client’s needs.

### Organized to better serve you

Our firm is organized by industry group, with a focus on more than 25 industries and business segments. You will receive the following benefits from our industry-based service model:

- Collaboration with professionals who have dedicated their careers to serving clients in your industry
- Practical solutions and timely updates on industry trends
- Added efficiency—your team will never need to spend time training our staff on industry topics

## Service Capabilities

A tailored approach and custom solutions.

Focused on the unique needs of education and Public Sector clients

We have developed a comprehensive menu of services for our public sector clients. Our experienced, independent consultants can complement the expertise and skills of your in-house team.



### FINANCIAL

- Financial statement audit
- Public pension system audit
- Single audit
- Accounting & financial services
- Long-range planning
- Institutional investment advisory



### ENTERPRISE RISK SERVICES

- Enterprise risk management assessments
- Internal audit
- Internal control reviews
- Application controls
- Forensic, investigative services, & litigation support



### OPERATIONAL EFFECTIVENESS

- Needs assessment
- Process redesign
- Operations review
- Right sizing/cost containment
- Shared services/ collaboration



### TECHNOLOGY STRATEGY

- IT assessment
- Strategic planning
- Acquisition management
- Contract negotiations
- Project management
- Sourcing
- Cloud strategy



### INFRASTRUCTURE SERVICES

- Network assessment
- Design & acquisition
- Implementation management
- Video surveillance/door access control
- Enterprise wired/wireless design & selection
- Independent verification & validation



### CYBERSECURITY

- HIPAA/HITECH compliance
- Disaster planning
- SAS70/SSAE16/SOC assessment
- IT audit
- IT risk assessment
- PCI DSS assessment
- Network security assessment



### ERP SERVICES

- Assessment & gap analysis
- Requirements definition
- Solution selection
- Contract negotiations
- Implementation management
- Independent verification & validation



### FACILITIES

- Facility analysis & rationalization
- Project & financial feasibility
- Owner's representation – design management & construction oversight
- Lease, buy, build, monetize, & sale/leaseback
- Bond strategy, planning, & campaign



### HUMAN CAPITAL

- Employee benefit strategies
- Personnel assessment
- Early retirement incentive plan, design, & consulting

---

## Experience Providing Similar Services

Through our 30 years of conducting enterprise system selection projects, we have developed a useful repository of tools, templates and methods that provide significant value and stream-lining to a selection project while ensuring that the integrity and thoroughness of the process is maintained.

We have extensive knowledge of software selection best practices by enabling our local government clients to navigate numerous software selection and implementation projects. In addition, our robust and thorough selection process has resulted in the ability to significantly minimize the client's risk in the implementation phase of the project. Additionally, the thoroughness and self-documented nature of our process has translated to outcomes which are not challenged by the vendors through a formal protest process. This level of thoroughness has led to minimal change order activity during the implementation resulting in the achievement of project budgets and timeframes for implementation.

In summary, Plante Moran has a number of characteristics that makes us uniquely qualified to assist the Town in this effort as follows:

- ***Longevity of IT Practice:*** As a firm, we have over thirty years' experience in assisting clients in conducting IT full lifecycle projects for all areas of governmental operations including Human Resources / Payroll, Time and Attendance, Finance, Utility Billing, Community Services, Tax and Public Safety.
- ***Experienced Project Team:*** Our project team has significant and recent experience in performing similar work for other governmental clients. We generally have approximately 25 – 30 software selection projects going on at any one time, which allows our consultants to maintain currency related to all facets and phases of a software initiative and the governmental software marketplace in general.
- ***Involvement in Complex Software Procurement Transactions:*** We have significant experience in working with software solution providers whose solution set involves a complexity of software solutions to meet the entire needs of a large organization. This has translated to involvement in working with clients and the selected vendor in negotiating complex contracts and statements of work.
- ***Full Software Lifecycle Involvement:*** We have significant experience in leading clients through the complete transition to a new software environment including involvement in providing software needs assessment, software selection, contract negotiations, implementation planning and implementation management assistance. As a result of our significant software implementation experience, we are able to identify lessons learned that translate to activities to be performed during the up-front phases of the project.
- ***Completeness of Software Expertise:*** As a full-service consulting and accounting firm, we have both depth and breadth in the types of services that we can provide within a single firm. In addition to traditional software selection services, we are able to provide the following set of complementary services that are frequently viewed by our clients as value-add:
  - Business process redesign
  - Internal controls
  - Security
  - IT staff assessments to assist clients in understanding the degree to which their IT organizations have the needed skills and certifications to support a new HRIS software environment

- Organizational assessments to assist clients in restructuring their organization including staff roles and responsibilities
- Change management services to assist client staff in the transition from legacy technologies and business processes to more current technology and redesigned business processes
- Application controls reviews
- Disaster recovery planning
- **Vendor Software Marketplace Knowledge:** We have extensive knowledge of the governmental software vendor marketplace and those vendors that will be likely providers of software and services to the Town. This experience has been gained through a number of activities including work with other clients in selecting and implementing software solutions, participation in conferences in which software vendors are participating (e.g., GFOA annual conference) and proactive meetings with software vendors to understand their latest product and service offerings to governmental clients. The additional benefit to the Town is that the vendors are familiar and comfortable with how we manage our system selection projects and are confident that they will receive fair treatment in the process. This should lead to more responsive proposals for the Town to consider.
- **Software Tools, Templates and Methods:** Through our 30 years of conducting software selection projects, we have developed a vast repository of tools, templates and methods that provide significant value and stream-lining to a software selection project while ensuring that the integrity and thoroughness of the process is maintained.
- **Independence:** We are completely independent from all providers of Document Management software solutions and system integrators. As a result, we will be working with the Town to select a Solution that provides the best overall value to the Town and its stakeholders.
- **Risk Mitigation:** Our robust and thorough Solution selection process has resulted in the ability to significantly minimize the client's risk in the implementation phase of the project.
- **Client Retention:** The biggest testament to our capabilities and project staff is the desire for our clients to continue using our services after initial software needs assessment/selection or other technology-related project. In our client references section, we will highlight such clients including those that have used our services in multiple instances due to the high degree of satisfaction with the quality of our services and our staff.

## Public Sector Industry Commitment

Because of our broad governmental client base, we are able to devote the necessary time to specialize and thus provide maximum service. Our consultants have a variety of professional designations and are active participants in state and national government organizations. In addition, our consultants are very active in making presentations to a variety of governmental organizations on current issues. To assist us in this specialization, we are also members of numerous local government professional associations that have a partial or major focus on the application of technology for government including:

- **Government Finance Officers Association (GFOA)**, an organization whose purpose is to enhance and promote the professional management of governments for the public benefit by identifying and developing financial policies and practices and promoting them through education, training and leadership.
- **International City/County Management Association (ICMA)**, an organization that develops and advances professional local government management to create sustainable communities that improve lives worldwide.

- 
- **Public Technology Institute (PTI)**, a Non-Profit organization created by and for cities and counties that works with a core network of leading government officials to: identify opportunities for technology research, share best practices, offer consultancies and pilot demonstrations, promote technology development initiatives, and develop educational programming.
  - **Government Management and Information Sciences (GMIS)**, an organization composed of municipal information technology directors with a primary goal to foster a unified effort among government entities to integrate and disseminate their respective research and design efforts in the area of automated information sciences.

Our commitment to governmental auditing, accounting and consulting has provided us with a range and depth of experience that we feel is unequaled by any other firm. Because of this commitment to serving governmental clients, we provide specialized training to our professional staff serving governmental units. We regularly attend and frequently provide speakers for training sessions conducted by municipal-based organizations. We have also been engaged by the MGFOA to present a series of three, one-day seminars for their “Back to Basics” series on topics such as “Fundamental Elements of Governmental Accounting”, “Governmental Budgeting” and “Public Financial Statements”.

### **Project Management Methodology**

Our firm has extensive experience in using a project management methodology based on the principles in the Project Management Body of Knowledge (PMBOK). PMBOK, a theory and set of principles developed by the Project Management Institute (PMI), provides a project management framework that can be used on projects of any size, type, complexity and industry to enhance the ability to complete projects on-time, within budget, within scope and meet the objectives desired by the client while managing change that frequently occurs on any project.

Our consultants have received extensive project management training, have conducted seminars and training in project management theory for clients and have developed an extensive toolset of project management templates, tools and lessons learned for managing projects. In fact, many of these tools and templates have been adopted by our clients to manage their own internal projects. Elements of our approach to managing projects are as follows:

- Assign personnel to areas of the project where their expertise is required
- Ensure that project expectations and scope are clearly defined up-front through development of a project charter
- Ensure frequent communications with the client
- Identify and anticipate potential project risks to minimize their occurrence and impact
- Closely monitor project timelines and budgets

### **Principal Contact**

Mr. Adam Rujan, Partner  
27400 Northwestern Hwy,  
Southfield, MI 48037-0307  
Phone Number: 248.223.3428  
Email: [adam.rujan@plantemor.com](mailto:adam.rujan@plantemor.com)

## Local Resource

Mr. Mike Riffel, Principal  
Resides in Marblehead, MA  
Phone Number: 312-602-3539  
Email: [mike.riffel@plantemoran.com](mailto:mike.riffel@plantemoran.com)

## Location of Company Offices

Plante Moran has 22 individual offices as follows:

Illinois:	3
Michigan:	12
Ohio:	4
International locations:	3

Additional information related to addresses, phone number and other specifics for the firm's offices could be found online at: [www.plantemoran.com/about/locations](http://www.plantemoran.com/about/locations)

## Financial Stability

As a partnership, the firm currently employs over 2,200 staff with 23 offices domestically and abroad. Over the last several years, the firm has grown organically and through mergers with other firms that have services and/or geographies that fit with the firm's growth model. As a firm, we will continue to grow and look for opportunities to perform mergers and develop relationships with entities that fit into our growth model of becoming a leading provider of professional services. Despite the difficult economic times, our firm has flourished as evidenced by excerpts of our financial statements included below.

As a privately held accounting & consulting Firm, Plante Moran is not required to have an independent audit of its financial statements, nor has an audit been performed. The summary below, however, reflects the strong financial condition of the Firm.

### P&M Holding Group, LLP Financial Information (in thousands)

	Fiscal Year Ending 06/30/2017	Fiscal Year Ending 6/30/2016	Fiscal Year Ending 6/30/2015
<b>Income Statement</b>			
Net Revenue	477,152	448,423	434,755
<b>Balance Sheet</b>			
Current Assets	145,499	139,668	138,306
Total Assets	181,972	178,882	174,396
Current Liabilities	37,968	35,664	31,660
Total Liabilities	40,630	38,446	34,438
Partner Investment	141,342	140,436	139,958

*P&M Holding Group, LLP is a privately owned company with excess of 290 partners.  
The Firm is well capitalized with the Partners' Investments of over \$139.0 million.*

---

## Project Team Overview

As a firm with over 2,200 staff members, we have deep resources to bring to the Town's project. The following table summarizes the qualifications of each proposed team member to assist the Town on the project including recent relevant clients. Detailed resumes of each team member follows.

<b>Staff</b>	<b>Role</b>
<b>Adam Rujan</b> Partner	<b>Project Director</b> Overall responsibilities for ensuring that all project tasks are completed within schedule and budget and that all project deliverables meet the required quality standards.
<b>Natalie Schwarz</b> Manager	<b>Project Manager</b> Responsible for managing the work plan and day-to-day project activities. Works to ensure all project tasks are completed on schedule, within budget and meet appropriate quality standards. Responsible for risk and issue management and regular project communications with the Town. Will lead vendor pre-proposal conference and coordinate responses to vendor questions. Will also assist with contract negotiations.
<b>Mike Riffel, CGCIO</b> Technical Advisor	<b>Technical Advisor</b> Will serve as the technical and subject matter experts on the technology and system selection and proposal analysis. Will also participate in interviews and the development and deployment of the RFP. Mike is also a local resource, residing in the Boston metropolitan area.
<b>Dale Vanderford</b> Manager	<b>Infrastructure Advisor</b> Will lead the assessment of the current infrastructure for the Needs Assessment and RFP as well as assist with organizing technical requirements.
<b>Alex Jones</b> Senior Consultant	<b>Lead Consultant</b> Assist in the interview process and compilation of the project needs assessment, system requirements definition, and RFP development and vendor proposal analysis.

## 9) Professional Qualifications and Work Experience

*An applicant qualifications statement, including professional qualifications and work experience attesting to capacity to perform the required work program. Include resume(s), detailing academic and professional work experience attesting to capacity to perform the required work program. Resumes are required for all work personnel.*



### Adam Rujan

Partner, Management Consulting

#### SUMMARY OF EXPERIENCE

Adam has nearly thirty years' experience consulting to government and public sector organizations. His experience includes assisting governmental units with organizational and operational analyses, IT Assessment, and system selection reviews. He has developed specific expertise in assisting organizations understand and implement new technology, including issues of IT governance and change management. Adam's clients have included a wide range of local municipalities, counties, agencies and authorities and state government. He is a frequent presenter and has authored numerous articles on improving operational efficiency and effectiveness. He recently authored a chapter on IT Governance for the book CIO Leadership for Cities and Counties, published by the Public Technology Institute. Adam was/is the Partner responsible for all of the referenced public sector client engagements.

#### EDUCATION

Master of Business Administration  
University of Michigan

Bachelor of Science Engineering, Wayne  
State University

#### SELECTED PRESENTATIONS/ PUBLICATIONS

Cost Savings in Information Technology:  
ICMA webinar 2012

Outsourcing IT: ICMA Annual  
Conference 2011

Improving Performance through IT  
Governance: Public Technology Institute  
2009, 2010

Effectively Capturing Business  
Intelligence: ICMA Annual Conference  
2013

#### PROJECT ROLE

##### **Project Director**

As the Project Director, Adam will serve as the Project Director for management. He will have overall responsibility to ensure that all project tasks are completed within schedule and budget, and that all project deliverables meet the required quality standard.

#### SELECTED KEY CLIENTS

- City of Alexandria, VA
- City of Hempstead, NY
- City of Asheville, NC
- Broward County, FL
- City of Augusta, GA
- Cook County, IL
- City of Detroit, MI
- City of Cleveland, OH
- Johnson County, KS
- City of Corpus Christi, TX
- St. Louis County, MO
- City of Colorado Springs, CO
- City of Flagstaff, AZ
- City of Seattle, WA



## Natalie Schwarz

Consulting Manager  
Management Consulting

### SUMMARY OF EXPERIENCE

Natalie has over seven years of professional service experience consulting and implementing systems for a wide range of clients and industries. Natalie has a rare combination of experience including large scale project management, service line process development, and DMS software selections and implementations. She has extensive experience in developing business requirements, business process reviews, and gap analysis along with detailed system analysis, design, development and implementation. In addition, Natalie has successfully guided clients through the vendor selection process, including facilitating workshops and vendor demos, development of requests for proposals (RFP's), evaluating vendor responses, analyzing costs, identifying best fit solutions, drafting contracts, and conducting post-implementation evaluations.

### EDUCATION

Bachelor of Finance & Accountancy,  
Illinois State University

### Certifications and Affiliations

*Certified*, Thomson Reuters Indirect Tax  
OneSource

*Certified*, Vertex O Series

*Certified*, Oracle R12 E-Business Tax

### PROJECT ROLES

#### **Project Manager**

Natalie will facilitate departmental interview sessions, document functional gaps in the current solution, develop business requirements, perform proposal analysis activities, and support other project activities described in the scope of work.

### KEY CLIENTS

- City of Lake Forest, IL
- Town of Cary Parks, NC
- Milwaukee County, WI
- Three Rivers Parks, MN
- Montgomery County, TX
- Village of Glencoe, IL
- St. Louis County, MO
- Horry County, SC
- Spotsylvania County, VA
- Town of St. Charles, IL
- Numerous private sector clients



## Mike Riffel, CGCIO

Principal  
Management Consulting

### SUMMARY OF EXPERIENCE

Mike has over ten years of experience in assisting the public sector through the information technology assessment, selection and implementation process. Mike has facilitated the RFP development, proposal analysis and system selection process for dozens of public sector organizations throughout the United States and has extensive knowledge of the functionality provided by public sector focused enterprise solutions. Mike is well versed in conducting information technology assessments as well as working in technology implementation advisory roles, reviewing integrator deliverables, assisting in the design of a post implementation support structure and implementing change management techniques to ensure user acceptance of new business processes and/or technology.

### EDUCATION

Master of Public Policy Analysis and Administration (MPA)  
Michigan State University  
Bachelor of Science in International Relations  
Michigan State University  
Certified Government Chief Information Officer (CGCIO), Public Technology Institute, Rutgers University Schools of Public Affairs

### PROFESSIONAL TRAINING & AFFILIATIONS

Government Finance Officers Association (GFOA)  
Pi Alpha – National Honor Society in Public Administration

### Selected Publications

Riffel, Mike; Bailey, Mike. "Understanding and Mitigating IT Project Risks." Government Finance Review; June 2010.

Riffel, Mike. "Chapter 4 - Overview of the Current ERP Marketplace." The ERP Book: Financial Management Technology from A to Z. Chicago, GFOA, 2010.

Riffel, Mike; Kavanagh, Shayne and Melbye, David. "Mission Critical: Evaluating and Funding Business Application Projects." IT Budgeting and Decision Making; Maximizing Your Governments Technology Investment. Edited by Shayne Kavanagh. Chicago: GFOA, 2009.

Riffel, Mike; Kinney, Anne and Taylor, Paul. "Strategies and Lessons." Revolutionizing Constituent Relationships: The Promise of CRM for the Public Sector. Chicago: GFOA

### PROJECT ROLES

#### Technical Advisor

Mike will serve as the technical and subject matter experts on the technology and system selection and proposal analysis. Will also participate in interviews and the development and deployment of the RFP. Mike is also a local resource, residing in the Boston metropolitan area.

### SELECTED KEY CLIENTS

- Town of Nantucket, MA
- City of Alexandria, VA
- City of Lake Forest, IL
- Hampton Roads Sanitation District, VA
- Hampton Roads Transit, VA
- City of Chandler, AZ
- City of Baton Rouge, LA
- City of Palo Alto, CA
- Sumner County, TN
- City of Bend, OR
- County of Marin, CA
- Town of Hempstead, NY



## Dale Vanderford

Manager  
Management Consulting

### Summary of Experience

Dale has over 15 years of experience assisting public sector clients with various technology related needs. He has extensive experience in providing numerous technology services for government including technology assessment, technology planning, needs assessment, selective sourcing, system selection, IT organizational evaluations, infrastructure design, and implementation management. He was Director of Technology and Operations for Washtenaw County, Michigan and spent 2 years implementing and managing the consolidation of the network infrastructure teams and data centers for Washtenaw County and the City of Ann Arbor. During Dale's tenure in the department, it consistently received national accolades, including several consecutive year appearances on the Digital Counties Survey and two consecutive years on CIO Magazine's Top 100 IT departments list. Recently, Dale spent a year on assignment with the City of Fayetteville, AR, serving as their interim CIO and implementing systems, departmental procedures, controls, and dashboards resulting in exceptionally high customer satisfaction.

### Education

Bachelor of Science in Communications  
Technology  
Eastern Michigan University

### Professional Training & Affiliations

Specialized Training: Effective  
Communications and Human Relations,  
Dale Carnegie, Ann Arbor, MI, 2006

Former Board Member, Washtenaw  
County Homeland Security Local  
Response Team

Member, CIO Council, Public Technology  
Institute, Washington, D.C.

Former Member of Board of Directors,  
Washtenaw County/EMU Legal Resource  
Center, Ann Arbor, MI

### Project Roles

#### **Infrastructure Advisor**

Dale will lead the assessment of the current infrastructure for the Needs Assessment and RFP as well as assist with organizing technical requirements.

### Selected Key Clients

- City of Fayetteville, AR
- City of Ogden, UT
- City of Colorado Springs, CO
- Borough of State College, PA
- City of Carlsbad, CA
- County of Ottawa, MI
- County of Muskegon, MI
- County of Oakland, MI
- City of Peoria, AR
- City of Madison Heights, MI
- County of Macomb, MI
- Circuit Court of Macomb County, MI
- County of Broward, FL
- City of Colorado Springs, CO
- Numerous projects as IT Director for Washtenaw County



#### Education

Bachelor of Science in Applied  
Engineering Sciences  
Supply Chain Management  
Specialization  
Michigan State University

## Alex Jones

Senior Consultant  
Management Consulting

#### SUMMARY OF EXPERIENCE

Alex spent his last two years working as a data conversion consultant prior to joining Plante Moran at the end of 2016. Since joining Plante Moran, Alex has worked with various public sector clients during the IT Needs Assessment, Option Analysis and Vendor Selection phases of enterprise resource planning (ERP), Electronic Document Management Solution (DMS) and Land Management solution upgrade projects. He specializes in recognizing issues and opportunities, gap analysis and process mapping and re-design, and marketplace assessment.

#### PROJECT ROLES

##### **Lead Consultant**

Alex plays a fundamental part in engaging with the client to understand current business needs, process inefficiencies and functional gaps in order to collaborate on comprehensive functional system requirements summarized in a request for proposal (RFP) document. In addition, Alex will also assist with vendor proposal analysis, facilitating vendor demonstrations and providing clients with due diligence for data integrity management.

#### SELECTED KEY CLIENTS

- City of Lake Forest, IL
- City of Des Moines, IA
- Jefferson County, CO
- City of Milwaukee, WI
- City of Palo Alto, CA
- City of Sunnyvale, CA

## 10) Project Approach and Methodology

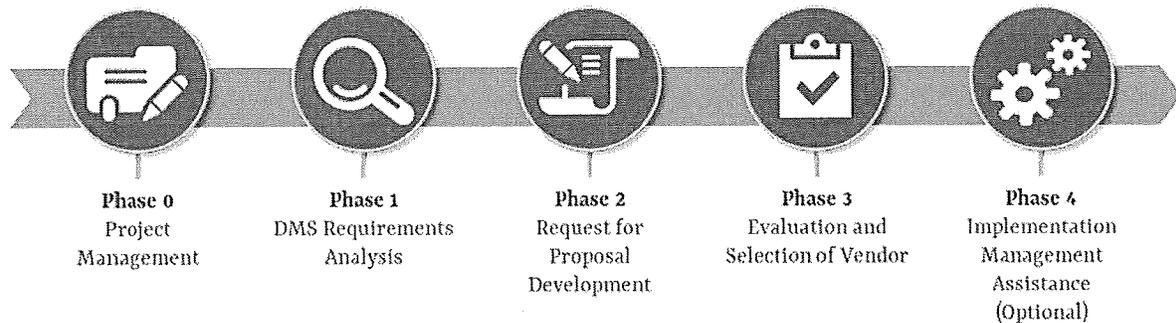
*A detailed explanation of the proposer's approach to the work: methodology, demonstrated understanding of the scope of work, and the proposer's expectations of assistance and services from the Town. A technical work plan and timeline for accomplishing the tasks described in the scope of services shall be provided.*

### Project Approach and Workplan

#### Overview of Project Approach

Having performed similar projects for many small, mid-size and large, local units of government over the years, Plante Moran's seasoned project consultants have developed and refined a proven methodology and set of related tools intended to mitigate client risk during complex projects by leveraging best practices while incorporating the client's unique needs. Through our best practice approach, we outline specific tasks to be completed as well as a detailed timeline for completion, highlighting the key project milestones. Additionally, we present a description as to the roles and responsibilities of Town staff on all project activities. Our approach consists of engaging our proposed qualified project team to develop, refine and execute a proven project plan, supported by our mature software selection toolkit, to meet the Town's expressed project objectives.

Our methodology, detailed in the following section, includes the following activities to assist the Town with the selection of a Electronic Document Management vendor and contract negotiations with the selected vendor, along with the *optional* implementation management assistance phase:



- Phase 0: Project Management
- Phase 1: Document Management System (DMS) Requirement Analysis
- Phase 2: Request for Proposal Development
- Phase 3: Evaluation and Selection of Vendor
- Phase 4: (Optional) Implementation Management Assistance

Further details on the specific activities for each phase to be performed are detailed below.

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## Phase 0: Project Management

The purpose of this phase is to conduct activities relevant to managing the project and enhancing its success for the Town. The major activities include:

- Project Initiation and develop a Project Organizational Structure to define staff roles and expectations
- Develop a Project Charter to provide a framework from which the project will progress
- Develop a detailed Project Plan to identify activities, responsibilities and timing of tasks necessary to complete the project
- Establish a Project Collaboration Environment to act as a repository for all project information
- Conduct periodic status meetings to monitor project progress

Measurable Objective	Deliverables/Milestones
Manage the defined project through to successful completion within budget and on schedule while meeting project goals and objectives	<ul style="list-style-type: none"><li>• Project Organizational Structure</li><li>• Project Charter</li><li>• Project Plan</li><li>• Project Collaboration Center</li></ul>

### 1. Project Initiation

A project initiation meeting will be conducted to introduce the project team, finalize the project scope, deliverables and timetables. These objectives will be accomplished through the development of a project organizational structure, project charter, detailed project plan and regularly scheduled progress meetings. These steps are described below.

### 2. Define Project Organizational Structure

Our approach to each consulting engagement is structured to provide the services and level of professional support required to meet the individual needs of the client. We will work jointly with the key Town contacts to design a process that will meet the overall needs of the Town. As standard practice in the majority of our engagements, especially those related to technology and process transformation, we have designed a very collaborative approach to ensure a high probability of success.

### 3. Develop Project Charter

At the start of the project, a Project Charter will be developed that will provide a framework for the following areas of focus:

- Project overview
- Vision statement
- Project stakeholders and staffing
- Project influences
- Scope plan (both in and out of scope items)
- Project plan
- Project deliverables

The Project Charter will be provided to the Town for review and approval prior to commencing significant project activities.

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#### **4. Develop Detailed Project Plan**

We will work with the Town to incorporate the following into a detailed Microsoft Project <sup>™</sup> Plan:

- Major phases and milestones
- Work tasks and their due dates with assigned responsibility

We will work with the Town during this activity to design a Project Plan that is appropriate and meets the Town's overall priorities. This will act as the Action Plan for the project.

#### **5. Establish Project Collaboration Center**

Over the last few years, collaboration environments such as Microsoft SharePoint have become increasingly viable tools in which to establish project collaboration environments for large-scale projects. These environments can serve a variety of purposes including acting as a repository for documentation developed during the course of a system selection engagement.

During this activity, we will work with the Town to establish a Project Collaboration Center, including its design, structure, security and content.

#### **6. Schedule and Moderate Project Status Meetings**

Continuous feedback is the key to a successful project. In this way, problems can either be avoided entirely, or addressed early on, to minimize wasted effort and keep the project on schedule. We will schedule regular meetings and / or conference calls with the Town to:

- Report on the status of the Project Plan and timeline
- Re-schedule tasks as necessary and update Project Plan
- Discuss major open issues and develop strategies to address them

### **Phase 1: DMS Requirements Analysis**

The purpose of this phase is to conduct a needs assessment around process areas relevant to the document management project for the purpose of defining key functional requirements that will be used as part of the process for developing a future Request for Proposal (RFP) and evaluating proposed DMS solutions. Activities to be included in this phase are as follows:

- Obtain and review relevant documents to obtain background information on the current and desired DMS environment
- Assess the Town's current document management infrastructure, paper & electronic
- Conduct interviews with key stakeholders and departments
- Identify opportunities for automation and streamlining document workflow
- Develop a complete inventory of Town's DMS related applications, shadow systems and interfaces
- Summarize findings

Measurable Objective	Deliverables/Milestones
<ul style="list-style-type: none"> <li>• Understanding of current technical environment</li> <li>• Established staff expectations on a future environment with a new DMS</li> <li>• Identify current system shortcomings and unmet department needs</li> <li>• Document needs analysis including proposed archiving and indexing plan</li> </ul>	<ul style="list-style-type: none"> <li>• Documentation of Issues and Opportunities for Improvement</li> <li>• Draft DMS system requirements</li> </ul>

### 1. Review Documents

Plante Moran will review existing documentation to gain a comprehensive understanding of the Town's operations related to areas in scope and the underlying technologies. A list of documents to be reviewed will be provided to the Town to assist with facilitating obtaining the relevant background for the project.

### 2. Conduct Departmental Interviews

In order to get a comprehensive understanding of the Town's document management needs, Plante Moran will conduct interviews with teams representing departments directly involved with the Town's management business processes. During the interviews, we will discuss key current business and technological workflows and processes within the Town. These interviews will address the following areas:

- Existing business processes, both paper and electronic
- Process deficiencies/limitations and discussion of proposed solutions
- Identification of shadow systems that have been developed
- Existing and relevant operational and technological processes and workflows
- Identification of future system interface requirements
- Plans for technology and process changes over the near-to-long term
- Future expectations of document management solution

The documented DMS process automation requirements will be consolidated and later included in the subsequent DMS request for proposal (RFP) in order to assist DMS integration providers to propose an appropriate suite of DMS tools and DMS implementation services.

### 3. Develop Draft Report

Information developed from the previous work steps will be compiled into an Issues and Opportunities Report that will ultimately be used to identify key requirements that will drive any future business process or technology changes. We will confirm the information to be included in the above report at the start of the project including the identification of any additional information.

Community Development									
#	Process Area	Issue	Opportunity	Decision	Timing	Assigned To	Due Date	Next Steps / Progress	Status
1	Inspection / Code Enf. / Permitting	Zoning information within the current ERP land management module is not maintained or accurate.	Maintaining zoning information within the ERP system provides for greater community development management functionality.	Consider instituting procedures to maintain zoning information within the ERP system during implementation.	Implementation	Unassigned			Open
2	Inspection / Code Enf. / Permitting	Informal correspondence and concept plans stored in hardcopy file folders for each address.	Current ERP systems provide functionality to attach notes and documents to specific property allowing for integration to other modules and greater access.	Evaluate functionality to attach documents to specific properties through each ERP system during the selection process including integration to the Village's document management system.	Selection	Unassigned			Open
3	Inspection / Code Enf. / Permitting	Planning and zoning functionality in the current system is not utilized to its fullest potential.	ERP systems provide their greatest benefit when fully implemented to leverage all functionality.	Ensure the planning and zoning module in the new ERP is implemented in a manner that embraces all available functionality.	Implementation	Unassigned			Open
4	Inspection / Code Enf. / Permitting	The current ERP system does not offer self-service functionality for contractors to provide license information often requiring support documents to be tracked down.	Many current ERP systems provide self-service in multiple areas including permitting.	Identify an ERP system that will improve the current process for contractors to provide information through a self-service portal.	Selection	Unassigned			Open
5	Inspection / Code Enf. / Permitting	The Village is currently scheduling inspections through Microsoft Outlook. Inspections are not set up appropriately within the current system. For example, there is no control to prevent a final inspection from being scheduled before a rough framing inspection.	Many ERP systems provide direct integration with Microsoft Outlook for scheduling. Current ERP systems provide inspection scheduling functionality to define a sequence of inspections that must be followed.	Identify a system that provides improved scheduling integration with Microsoft Outlook. Consider specific scheduling sequences for inspections and ensure they are configured appropriately during the implementation of the new system.	Selection	Unassigned			Open
6	Inspection / Code Enf. / Permitting	There is current no functionality within the current ERP system to provide mobile access for Village staff.	Many current ERP systems provide mobile functionality within their community development modules.	Identify a system that provides robust mobile access functionality.	Selection	Unassigned			Open
8	Inspection / Code Enf. / Permitting	Violations submitted by residents through the CivicPlus form are manually rekeyed into the current ERP system.	Newer ERP systems provide functionality for citizens to submit complaints that can be rekeyed to the code enforcement module.	Select a system that provides citizen request for service functionality.	Selection	Unassigned			Open
9	Inspection / Code Enf. / Permitting	The Village requires landlords to participate in a mandatory class. The participation in this class is currently tracked through a Microsoft Excel worksheet.	Integrated functionality to support tracking landlord certification classes may be available in newer ERP systems.	Review RFP responses and document. In vendor demonstrations if any ERP vendors can provide functionality to satisfy this need.	Selection	Unassigned			Open
		The Village currently has multiple	Implementing a new ERP will provide	Determine the official master address					

Diagram: Sample Issues & Opportunities Report

#### 4. Finalize Report and Present to Management

Upon review and feedback regarding the draft issues and opportunities report, we will present a final report to the executive project committee. In addition, we plan to create a formal presentation summarizing the results of the study for presentation to Management before RFP preparation.

#### Phase 2: Request for Proposal Development

The purpose of this phase is to develop a Request for Proposal (RFP) for soliciting responses from vendors who provide DMS implementation services and solutions for entities similar in size and complexity to the Town. This will include the following activities:

- Define Vendor Selection Criteria and Weighting Factors to evaluate vendor responses
- Define a Decision-Making process that will be used to guide the evaluation and ultimate decision on a selected vendor
- Develop and finalize custom Software Specifications with Town staff.
- Develop and distribute a Request for Proposal (RFP) to providers of DMS software solutions

Measurable Objective	Deliverables/Milestones
Develop a Request for Proposal (RFP) that represents the needs of The Town.	<ul style="list-style-type: none"> <li>• Vendor Selection Criteria</li> <li>• Decision Making Process</li> <li>• DMS Software Specifications</li> <li>• Request For Proposal</li> </ul>

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## 1. Develop Solution Selection Criteria and Define Decision-Making Process

Our selection approach will enable the Town to identify the overall finalist, in conjunction with other due diligence tasks (i.e., reference checks, site visits, and successful contract negotiations). Before proceeding with release of the RFP, the project management team will meet to delineate the selection criteria and weighting factors that will be used to analyze Request for Proposal (RFP) responses and additional analysis for the finalist vendors.

We typically use a tiered process in which to reach the finalist decision. For example, the Town may wish to specify minimum criteria that all responding vendors are required to meet in order for their bid response to be considered (e.g., minimum population size of municipality with installation of the current version of their software, bid response does not exceed a particular dollar figure, etc.). For those vendors meeting the initial criteria, their bid responses will be evaluated against a second level of criteria prior to any formal due diligence activities, vendor demonstrations, etc. This evaluation will be based solely on their RFP response. The top two or three vendors that score the highest on this second round of scoring will be considered the finalist vendors. For the finalist vendors, a more comprehensive scoring process will be used that is based on the following sources of information:

- Vendor RFP response
- Vendor demonstration(s)
- Reference checking with comparable sites
- Potential site visits
- Other due diligence activities (e.g., vendor research, knowledge of vendor in marketplace as noted by other clients or industry analysts)

## 2. Finalize Software Specifications

A crucial piece of the RFP development phase is to identify exactly *what* the Town wants in their future solution. We have a very thorough and efficient approach to make sure every department is spoken for and understands their desired future, optimal functionality and how to articulate their desired solution specifications to achieve this. As a basis for the development of software specifications, we will leverage existing DMS software specifications that we have developed for government clients with similar size/complexity along with critical and unique specifications and interfaces that were defined in the DMS requirements analysis phase of the project (Phase 1, Step 2). These software specifications, when combined with the Town's unique requirements, will form the basis of the Town's functional requirements.

The Software Specifications will then be distributed to the Town departments involved in the interview process for review and feedback. Several group meetings will be held to collect feedback/edits from the departments. Final edits, additions, and deletions to the specifications will be incorporated for use in the RFP. This activity ensures that feedback is continually sought from the users and entrenches their engagement in the process.

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### 3. Develop Request for Proposal (RFP) Document

We will develop a RFP document to solicit responses in a format that will ease analysis. The RFP will be tailored to the Town's unique requirements based on the project activities performed, but is minimally expected to include the following:

- Background information on the Town and the scope of the project, including:
  - Current environment
  - Technology standards
  - Operating volumes
  - Other planned, related Town initiatives
  - Interfaces required
- A discussion of the timeline and approach being taken by the Town to select a finalist software solution, including:
  - Intent
  - Selection criteria
  - Timeline
- Guidelines for software and implementation vendors to submit proposals
  - Proposal response format
  - Implementation services requested
  - Town contractual terms and conditions
- Software specifications
- Scope of representative DMS process automation to be performed with the new system
- Town Terms and conditions
- Various forms for the vendors to complete and return, including:
  - Software and Hardware Specifications
  - Vendor Background Questionnaire
  - Pricing Summary
  - Reference Forms
- Attachments as appropriate

We will distribute the RFP to the Town for review and feedback. We will incorporate all feedback and necessary revisions before the Town approves and finalizes all RFP contents.

## Phase 3: Evaluation and Selection of Vendor

The purpose of this phase is to conduct due diligence activities associated with respondents to the RFP and to assist the Town in conducting due diligence activities to reach a selected vendor decision. This will include the following:

- Manage Vendor Q&A prior to the proposal due date
- Present Proposal Response Analysis
- Conduct additional due diligence activities (e.g., vendor demonstrations, reference checking, site visits, etc.)
- Conclude on selected vendor

Measurable Objective	Deliverables/Milestones
Vendor is selected based on a consensus decision	<ul style="list-style-type: none"> <li>• Vendor Pre-Bid Meeting</li> <li>• RFP Addendum</li> <li>• Proposal Analysis</li> <li>• Demonstration Materials</li> <li>• Selected Vendor</li> </ul>
Negotiated statement of work and contract that protects the Town's financial and legal interests	<ul style="list-style-type: none"> <li>• Statement of Work</li> <li>• Sample Contract Language</li> <li>• Recommended Contract Enhancements</li> <li>• Negotiated Agreements and Pricing</li> </ul>

### 1. Manage Vendor Q&A During Pre-Proposal Due Date Timeframe

We anticipate that Town procurement policy would, as is common with many municipalities, require that Town staff be the formal key point of contact for the RFP. As a primary resource in the detailed development of the RFP, we would anticipate, along with the Town, having one of the most detailed comprehensive understandings of the overall requirements of the joint-consultant - Town project team. As such, and in accordance with typical municipal procurement practices for RFP's, we would expect that the Town's purchasing staff would act as the first line of vendor communication for a formal written Q&A process.

Plante Moran would support this activity by facilitating the drafting of responses to the compiled list of vendor questions. We would develop draft responses based on our understanding of the Town's expectations established during prior project activities. We would then work with the Town to identify the appropriate Town resources for any additional or supplemental, review and clarification. As the draft is completed, the Town and potentially the Steering Committee will review the draft responses. Feedback will be captured and revisions will be made before the document is finalized and distributed by Town purchasing staff either directly or via the bid services based upon methods described in the RFP.

### 2. Participate in Vendor Pre-Bid Meeting

We anticipate working with the Town to facilitate a vendor pre-bid meeting and will work with the Town to coordinate the logistics of conducting the meeting and distribute communications after the meeting.

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### **3. Analyze Proposals and Select Semi-Finalists**

Vendors will be instructed to complete the forms in the RFP and return them on CD with their proposals. Using our custom semi-automated process, we will tabulate the objectively measurable aspects of the responses to the hundreds of functional and technical specifications that will be included in the RFP. A percent compliance will be calculated and incorporated into a proposal comparison template we have developed. We will work with the Town to determine what criteria matters to them most (cost, timeline, experience, compliance etc.) and together establish a weighted grading formula that when applied universally to all the proposals, will automatically calculate a blind numerical ranking of each. This eliminates any bias from influencing the selection process. The templates will allow the Town to measure each vendor on:

- Conformance with the specifications
- Software licensing costs
- Costs of implementation, training, conversion, and other services proposed
- On-going maintenance fee costs
- Contract terms and implementation schedule compliance
- General background criteria (e.g., number of installations, historical financial performance, number of support staff, platforms supported, etc.)

As part of this initial analysis, we will meet with the Town to present the comparative proposal analysis. We would expect the Town project team to perform a detailed review of the proposals as well, focusing on the subjective aspects. Together, we will use the decision-making process determined above to select the most qualified vendors who may be subjected to the due diligence tasks described in the following work plan tasks.

### **4. Assist in Developing Vendor Demonstration Materials and Other Due Diligence Templates**

We will work with the Town in the development of demonstration materials that are intended to direct the vendor demonstrations towards the needs of the Town. These scripts are intended to have the vendors demonstrate their products both according to the native functionality available within the DMS technologies as well as the desired processes within the Town. Additionally, we will assist the Town in the development of material to use during the vendor demonstration and due diligence activities including:

- Vendor demonstration agenda
- Letters to send to those vendors who are proceeding forward upon receipt of their RFP responses as well as letters to send to those vendors whose solutions are not being considered based on initial review of their RFP responses
- Forms to document vendor information during the vendor demonstrations, reference checking and potential site visit processes

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## **5. Schedule and Conduct Vendor Demonstrations**

We would recommend that the Town contact the semi-finalists and participate in a software demonstration with up to three vendors with each demonstration estimated at one day per vendor. The demonstrations will be held at the Town, with our participation, and will include a cross-section of staff from the Town. A proposed agenda and demonstration scripts will be provided to the vendors. Various forms will be used as a detailed checklist for scoring each vendor's performance and functionality.

## **6. Conduct Additional Due Diligence Activities (Optional)**

In addition to vendor demonstrations, there are a number of activities that the Town can undertake to conduct additional due diligence on the finalist vendors including:

- We will provide forms to the Town if Town staff wishes to conduct site visits to comparably sized and complex installations to review the installation of the vendor's software. We will provide the Town with detailed checklists of issues and items to discuss and score during the site visits. Note that as a result of the demonstrations, it may be possible to eliminate one of the vendors, thereby reducing the number of site visits required.

We will provide forms to the Town for reference checking to assess how well others have adapted the semifinalists' systems to their needs, and identify issues to address during contract negotiations. We have found that having Town staff contact their peers at the reference sites results in more productive and informative conversations. As such, we will oversee the reference checking process, but not perform the checking ourselves.

## **7. Assist in the Selection of a Preferred DMS Platform and Integration Vendor**

We will meet with the Town to review the due diligence information gathered. It is likely that there may be a need to have the final two DMS Integration vendors conduct a final software demonstration to Town staff that will focus on very specific areas of review.

Together, based on those demonstrations, vendor proposals and other due diligence activities, we will review and discuss the finalist vendors overall solution and proceed forward with the Steering Committee making a decision on a finalist vendor using the decision-making process developed previously. At the Town's request, we document the process and the Town Steering Committee's finalist recommendation, which the Town will present to the Board of Commissioners intending to gain concurrence from to proceed with contract negotiations.

## **8. Support the Town's Contract Negotiations Including Statement of Work Development**

We will review the license and support agreements provided by the primary finalist vendor and propose recommended changes to the contract. We will participate with the Town via phone in planning the negotiations with the primary finalist vendor. Contractual terms, conditions, and costs will be reviewed with the goal in mind of recommending contract language changes designed to protect the Town's long-term interests. A draft of the final license and support agreements will be presented to the Town's legal counsel for their review. Terms and conditions relating to term and termination of the agreements, purchase and support costs, caps on price increases, recourse for non-performance by the vendor, software acceptance criteria, rights to the source code if vendor declares bankruptcy, warranties and incorporation of the vendor's response to the RFP, governing law, insurance coverage requirements, rights to major new releases, payment terms tied

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to major deliverables, controls over expenses, development of an implementation plan, on-going support criteria, etc., will be reviewed. The Town will conduct vendor negotiations and make all management decisions.

During this activity, the Town will need to determine and conclude on the specific scope of software, services and optional items, which it will purchase from the finalist vendor(s). As part of this activity, we will also review work the Statement of Work (SOW) developed by the selected software vendor and provide input to the Town for consideration before finalizing.

#### **Phase 4: Implementation Management Assistance (*Optional*)**

The purpose of this *optional* phase is to assist the Town in the implementation and acceptance of the selected vendor solution. The actual implementation timeframe and the cost will be dependent upon a variety of factors, including:

- Scope of solution and services selected by the County
- Availability of County staff
- Availability of vendor staff
- Expiration date of current maintenance contracts
- Complexity of implementation
- Ability of the Town to budget funds towards approaches to minimize the implementation duration

We would expect to develop an implementation schedule in conjunction with the Town's project management team and/or Steering Committee, as well as the selected vendor during the initiation activities of the project.

##### **1. Project Initiation and Implementation Planning**

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As part of the initiation and planning phase of the implementation project, there are a number of project activities that will be performed by the Town, the finalist vendor and/or selected consultant, to ensure that a solid foundation for moving forward has been established. The level of consulting implementation effort can vary significantly based upon the level client involvement and participation, along with the level of services being provided by the vendor.

##### **2. Project Execution and Controlling**

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Upon completion of the initiation and planning phases of the implementation project, the project will migrate to an execution and controlling phase in which the project tasks defined during the planning phases will be performed. In essence, this phase of the project is where the large majority of activities and time will be spent managing and controlling the project.

##### **3. Project Closing and Post Implementation Support**

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Upon completion of the executing and controlling phases of the project, the project will transition to a project closing and transition to support phase in which much of the time will be spent on resolving go-live issues and transitioning from an implementation to an on-going operational state of the system.

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## 11) Client Reference

*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.*

### References

#### **Bay County, MI**

Mr. Brandon Short, Sr. Technical  
Services Coordinator  
515 Center Avenue, Suite 401  
Bay City, Michigan 48708-5125  
989.895.2060  
shorttb@baycounty.net

#### **Town of Nantucket, MA**

Mr. Gregg Tivnan  
Assistant Town Manager  
16 Broad Street  
Nantucket, MA 02554  
508.228.7255  
gtivnan@nantucket-ma.gov

#### **City of Alexandria, VA**

Mr. Tom Gates  
Assistant City Manager  
City of Alexandria  
301 King Street  
Alexandria, VA 22314  
703.727.9701  
tom.gates@alexandriava.gov

#### **City of Lake Forest, IL**

Mr. Joe Gabanski  
Assistant Director IT Division  
800 N. Field Dr.  
Lake Forest, IL 60045  
847.810.3591  
gabanskij@cityoflakeforest.com

#### **Enterprise Content Management Selection**

Plante & Moran performed a system needs assessment across the County courts and to identify project areas and content management technologies required. Additionally developed a request for proposal for a ECM system and the related implementation services

#### **IT Assessment and Strategic Plan**

Conducted a comprehensive information technology assessment that reviewed of all aspects of the Information Technology and GIS department's organization, administration, and technology. Activities performed included administering web-based end-user surveys, interviewing Town staff and conducting a benchmarking study with comparable organization. Also worked with the Town to develop a five year technology strategic plan and IT project portfolio.

#### **ERP Needs Assessment and System Selection**

Conducted a needs assessment in order to provide a cost/benefit and return on investment analysis with respect to implementing a new ERP application. Activities included: interviews, data collection, benchmarking, and cost analysis.

We then assisted the City with the selection of an ERP system.

#### **Enterprise Document Management System Needs Assessment**

Conducted a document management and imaging system assessment that included all identification of needs within all departments of the City. Based on the results of the study, the City decided to pursue a new document management solution as a component of a larger ERP replacement initiative.

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**City of Westland, MI**

Mr. Tim McCurley  
36601 Ford Rd.  
Westland, MI 48185  
734.467.3529

**City of Northville, MI**

Ms. Nicolette N. Bateson  
Assistant City Manager / Finance  
Director  
215 W. Main Street  
Northville, Michigan 48167-1540  
248.449.9909  
Note: Contact is no longer  
employed at this location.

**Village of Elk Grove, IL**

Mr. Ed May  
IT Director  
901 Wellington Avenue  
Elk Grove Village, IL 60007  
847.357.4071  
emay@elkgrove.org

**Town of St. Charles, IL**

Director of Information Systems  
2 E. Main Street  
St. Charles, IL 60174-1984  
630.377.4400

**Imaging System Selection**

Assisted with the development of a document management and imaging system RFP, solicitation and analysis of proposals, due diligence analysis of proposed solutions, selection of a finalist, and negotiations of license and support agreements.

**Document Imaging Assessment and Selection**

Conducted a document management and imaging system assessment that included all identification of needs within all departments of the City. Based on the results of the study, we assisted with the development of a document management and imaging system RFP, solicitation and analysis of proposals, due diligence analysis of proposed solutions, selection of a finalist, and negotiations of license and support agreements.

**ERP Needs Assessment, System Selection and Implementation Management Assistance**

Plante Moran assisted the Village with a comprehensive Enterprise Resource Planning (ERP) needs assessment to evaluate the existing systems environment. Incorporated future needs and related services into an ERP request for proposal, solicitation and due diligence activities. Subsequently, assisted the Village in the negotiations of license and support agreements and took on a project management oversight role during implementation of the Tyler Munis solution.

**Enterprise Applications Analysis**

Conducted an enterprise applications assessment (EAA) of the Town's enterprise applications and related systems involving the Town's financial, human resources, utility billing, asset management, and permitting/inspection systems. The assessment included a current system total cost of ownership analysis, identification of alternatives for replacing systems, and the development of a financial analysis to produce a return on investment (ROI) calculation for three approaches to update the Town's present enterprise environment. A final report with key findings, current system issues/opportunities, and recommendations was created for prompt action. The Town will use these findings to evaluate its options to augment and strategically replace its enterprise applications.

Client Name	Project Title	Project Date
Las Vegas Valley Water District	Purchasing Consolidation	September 2017- June 2018
SEMCOG	ERP System Selection	October 2017- Present
Golden Gate Bridge Highway Transportation District	ERP Needs Assessment	February 2017 – August 2017
Santa Clara Valley Water District	ERP Options Analysis	April 2017 – July 2017
City of Taylor, MI	ERP Needs Assessment	May – October 2017
City of Glenwood Springs, CO	ERP Business and Technical Needs Assessment Services	April 2017 – May 2017
Yakima County, WA	Financial System Discovery	March 2017 – September 2017
City of Altoona, PA	Contract Negotiations Assistance and Statement of Work Development	February 2017 – April 2017
Village of Elk Grove, IL	Utility Billing Implementation	Jan 2017 – Present
Solid Waste Authority of Central Ohio (SWACO), OH	ERP Needs Assessment	Dec 2016 – May 2017
City of Georgetown, TX	ERP Needs Assessment and Selection	Nov 2016 - Present
City of Gainesville, FL	ERP Needs Assessment	Nov 2016 – Jun 2017
City of Bend, OR	EAM Needs Assessment	Sept 2016 - Present
Hillsdale Board of Public Utilities, MI	ERP Implementation Assistance	Oct 2016 - Present
Regional Transit Authority of Southeast Michigan, MI	Chart of Accounts Redesign	Oct 2016 – Nov 2016
County of Horry, SC	Register of Deeds Software Selection	Oct 2016 - Present
Cheyenne’s Board of Public Utilities	ERP Selection Services	Sept 2016 - Present
City of St. Charles, IL	EAM Assessment	Sept 2016 - Present
Village of Wellington, FL	ERP Selection Services	Sept 2016 - Present
State of Wyoming, WY	Chart of Accounts Redesign	Aug 2016 - Present
County of Boone, MO	ERP Selection Services	Aug 2016 - Present
County of Midland, MI	ERP Selection Services	Aug 2016 – Present
Regional Transportation Authority (RTA), IL	Business Process Reengineering, Core ERP Specification Development	Aug 2016 - Present

Client Name	Project Title	Project Date
Town of Cary, NC	Parks & Rec Software Assessment	July 2016 – Oct 2016
County of Monterey, CA	ERP Upgrade Implementation Management Assistance	July 2016 – June 2017
City of Fernandina Beach, FL	ERP Implementation Management Assistance	July 2016 - Present
County of Milwaukee, WI	Parks and Recreation Selection	June 2016 - Present
Town of Jupiter, FL	Post Implementation Project Management Services	May 2016 - Present
City of Norman, OK	ERP Consulting Services	May 2016 - Present
State of MI Senate	ERP Consulting Services	Feb 2016 – Sept 2016
Cuyahoga County, OH	ERP Consulting Services	Feb 2016 – Present
City of Palo Alto, CA	ERP Consulting and Selection Services	Feb 2016 - Present
City of St. Charles, IL	Enterprise Application Strategy	Feb 2016 – Aug 2016
City of Hollywood, FL	ERP Consulting Services	Feb 2016 - Present
City of Roswell, GA	Post ERP Project Management Activities	Feb 2016 – Aug 2016
State of Florida, Division of Rehabilitation and Liquidation	Financial System Selection	Jan 2016 – June 2016
St. Louis County, MO	Time and Attendance Implementation Management Assistance	Jan 2016 – Oct 2016
Juvenile Welfare Board of Pinellas County, FL	ERP Consulting Services	Nov 2015 – May 2016
City of North Miami Beach, FL	Utility Billing/Customer Service Operations Review	Nov 2015 – April 2016
Miami-Dade County, FL	ERP Integrator Selection Assistance	Oct 2015 - Present
Great Lakes Water Authority, MI	ERP Consulting Services	Oct 2015 – Feb 2017
Montgomery County, TX	Financial System Needs Assessment	Oct 2015 - Present
Three Rivers Park District	Parks & Rec Options Analysis	Sept 2015 – Oct 2016
Pueblo County, CO	ERP Feasibility Study	Sept 2015 – Apr 2016
Milwaukee County, WI	ERP Consulting Services	Sept 2015 - Present
Broward County Metropolitan Planning Organization (MPO)	ERP Selection and Implementation Management Assistance	Sept 2015 - Present
Town of Jupiter Island, FL	ERP Selection	Aug 2015 – Jul 2016

Client Name	Project Title	Project Date
Village Center Community Development District, FL	CIS SOW Development and Contract Negotiations	Aug 2015 – Oct 2015
Genesee County	ERP Implementation Management Assistance	July 2015 - Present
City of Sacramento, CA	Payment Processing Study	June 2015 – Dec 2015
City of Coral Springs, FL	ERP Options Analysis	May 2015 – Aug 2015
City of Bismarck, ND	Work Management System (WMS) Study	April 2015 – July 2015
Central Ohio Transit Authority, OH	Technology Modernization Services	April 2015 – Dec 2016
Michigan Municipal Services Authority	FMS Program Management Assistance	Mar 2015 - Present
City of Grand Rapids, MI	ERP Implementation Management Assistance	Mar 2015 - Present
Kent County, MI	ERP Implementation Management Assistance	Mar 2015 - Present
Miami-Dade County, FL	ERP Integrator RFP Consulting Services	Mar 2015 – July 2015
Outagamie County, WI	HRIS Selection Services	Feb 2015 – Jan 2016
City of Appleton, WI	ERP Selection Services	Feb 2015 – May 2016
City of Winter Park, FL	ERP Selection Services	Feb 2015 – Jul 2016
City of Delray Beach, FL	ERP Options Analysis	Feb 2015 – Aug 2015
Santa Margarita Water District, CA	Technology Enterprise Resource Plan Systems Selection and Implementation Management Assistance	Jan 2015 - Present
Hampton Roads Transit, VA	ERP Selection Services	Jan 2015 – July 2016
City of Carlsbad, CA	ERP Business Process Mapping	Jan 2015 – Apr 2016
Cuyahoga County Public Library, OH	FMIS Selection Services and Implementation Management Assistance	Dec 2015 - Feb 2017
City of Independence, MO	CIS Selection and Implementation Management Assistance Services	Nov 2014 – Dec 2015
City of Paducah, KY	ERP Selection Services	Sep 2014 – Jun 2016
Town of Longboat Key, FL	Software Assessment	Aug 2014 – Dec 2014
	ERP Selection	Mar 2015 – Sep 2016
Central Ohio Transit Authority (COTA), OH	HRIS Needs Assessment and Selection	Jun 2014 – Jun 2015

Client Name	Project Title	Project Date
Horry County, SC	ERP Implementation Management Assistance	Jun 2014 – Sep 2015
Village of Park Forest, IL	ERP System Consulting and Implementation Management Assistance	Jun 2014 – Dec 2015
City of Palo Alto, CA	ERP System Consulting	Jun 2014 – Dec 2014
City of Arvada, CO	EAM System Consulting	Apr 2014 – Nov 2014
City of Fayetteville, AR	ERP Consulting Services	Apr 2014 – Jul 2015
Clarke County, VA	ERP Consulting Services	Feb 2014 – Jun 2014
City of Long Beach, CA	ERP Consulting Services	Feb 2014 – Jul 2016
City of Baton Rouge, LA	ERP Consulting Services	Feb 2014 – Present
City of Palo Alto, CA	EAM System Consulting	Jan 2014 – Nov 2014
San Diego Association of Governments, CA	Contract Management Needs Assessment	Jan 2014 – Nov 2014
St. Lucie County, FL	ERP Consulting Services	Nov 2013 – Mar 2016
City of Ft. Lauderdale, FL	ERP Selection	Nov 2013 – Sep 2016
Village of Elk Grove, IL	ERP Selection and Implementation Management Assistance	Sept 2013 – Dec 2015
City of Bend, OR	ERP Selection and Implementation Management Assistance	Aug 2013 – Jul 2016
City of Dublin, OH	ERP Selection	Sep 2013 – Dec 2014
City of North Las Vegas, NV	Enterprise Applications Analysis	Jul 2013 – Oct 2013
Village of Fox Lake, IL	ERP Selection	Jul 2013 – Jul 2015
Detroit Water & Sewerage Department, MI	AP Migration Planning Study	Jun 2013 – Oct 2013
City of Pinellas Park, FL	ERP Selection and Implementation Management Assistance	May 2013 – Dec 2015
City of Flint, MI	ERP Implementation Management Assistance	Jan 2013 – Jan 2015
Huron Clinton Metropolitan Authority, MI	ERP Selection and Implementation Management Assistance	Apr 2013 – July 2014
City of Detroit, MI	ERP Needs Assessment	May 2013 – Aug 2013
Village of Woodridge, IL	ERP Selection	May 2013 – Jan 2015

Client Name	Project Title	Project Date
City of Pueblo, CO	ERP Due Diligence and Implementation Management Assistance	Mar 2013 – Present
Village of Northbrook, IL	ERP Selection	Mar 2013 – Jan 2015
New Braunfels Utilities, TX	FMS Needs Assessment, Selection and Implementation Management Assistance	Dec 2012 – Aug 2016
Sumner County, TN	ERP Needs Assessment and Selection	Aug 2012 – Dec 2013
City of Ann Arbor, MI	HR/Payroll Software Assessment	Jul 2012 – Dec 2012
City of Corpus Christi, TX	ERP Selection	Jul 2012 – June 2013
Town of Jupiter, FL	Utility Billing and Enterprise Assessment Management Software Selection	May 2012 – Nov 2012
City of Hallandale Beach, FL	ERP Selection and Implementation Management Assistance	May 2012 – Mar 2016
City of Columbia, MO	ERP Needs Assessment, Selection and Implementation Management Assistance	May 2012 – Aug 2016
Livingston County, MI	ERP Selection and Implementation Management Assistance	May 2012 – Jan 2015
Horry County, SC	ERP Needs Assessment and Selection	Feb 2012 – Jan 2014
City of Oakland Park, FL	ERP Selection	Feb 2012 – Jan 2013
City of Cooper City, FL	ERP Selection	Feb 2012 – Oct 2012
Marin County, CA	ERP Operations Review	Feb 2012 – Jan 2015
City of Greenville, NC	ERP Selection	Dec 2011 – Mar 2013
Hampton Roads Sanitation District, VA	ERP Needs Assessment, Selection and Implementation Management Assistance	Jan 2012 – December 2015
City of East Lansing, MI	ERP Needs Assessment	Dec 2011 – Aug 2012
Broward County, FL	ERP Selection Assistance, Contract Negotiations, Statement of Work Development, 3PA Implementation Services	Jul 2011 – Present
City of North Miami Beach, FL	ERP Needs Assessment, System Selection and Implementation Management Assistance	Apr 2011 – Apr 2016
City of Chandler, AZ	Oracle Upgrade Project Management Services	Mar 2011 – Nov 2011
Town of Jupiter, FL	Financial Management System Selection and Implementation Management Assistance	Mar 2011 – Nov 2012

Client Name	Project Title	Project Date
City of Flagstaff, AZ	ERP Due Diligence Assistance	Jan 2011 – Aug 2011
Muskegon County, MI	FMIS Software Selection and Implementation Management Assistance	Jan 2011 – Sep 2013
City of Owensboro, KY	ERP Selection	Nov 2010 – Dec 2011
City of Asheville, NC	Development Services Software Selection	Oct 2010 – Sep 2011
City of Casper, WY	Software System Assessment	Aug 2010 – Aug 2011
City of Alexandria, VA	ERP Needs Assessment and Selection	Aug 2010 – June 2011
Borough of State College, PA	ERP Selection, Contract Negotiations and Implementation Management Assistance	Jul 2010 – Mar 2014
City of Miramar, FL	ERP Selection and Implementation Management Assistance	May 2010 – Jul 2012
City of Roswell, GA	ERP Selection, Contract Negotiations and Implementation Initiation Assistance	Jan 2010 – Jul 2012
Town of Hempstead, NY	Tax System Selection and Implementation Mgt.	Jun 2009 – Present
City of Mesa, AZ	ERP Selection and Implementation Management Assistance	Apr 2009 – Aug 2012
Cook County Public Guardian, IL	System Assessment and Selection	Apr 2009 – Apr 2012
Village of Mt. Prospect, IL	ERP Selection and Contract Negotiations	May 2009 – Dec 2009
Mid-America Regional Council (MARC)	ERP Selection and Contract Negotiations	Mar 2009 – Dec 2009
City of St. Charles, MO	ERP Selection and Contract Negotiations	Jan 2009 – Dec 2009
Waukesha County, WI	Financial Applications Analysis Study and RFP Development	May 2008 – Mar 2011
City of Asheville, NC	ERP Selection and Implementation Management	Oct 2007 – Dec 2010
St. Louis County, MO	ERP Selection and Implementation Management	Apr 2007 – Feb 2010
City of Sheboygan, WI	ERP Selection and Implementation Management	Mar 2007 – Dec 2008
City of St. Clair Shores, MI	Time and Attendance Software Selection	Jan 2007 – Aug 2007
City of Elgin, IL	FMIS Software Selection Assistance	Jun 2006 – May 2007
City of Cleveland, OH	FMIS Selection and Implementation Management	Oct 2006 – Feb 2010
City of Livonia, MI	Financial System Upgrade Implementation Management Assistance	2006 - 2008

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Client Name	Project Title	Project Date
Shelby Township, MI	ERP Selection and Implementation Management Assistance	2006 - 2008
Hancock County, OH	ERP Selection and Contract Negotiations	Jan 2004 – Dec 2004
City of Kalamazoo, MI	ERP Software Selection	Jul 2004 – Aug 2005
Dane County, WI	FMIS Software Selection	Sep 2003 – Jan 2004

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## 12) Other Information

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*Any other information deemed relevant to the work, and which the proposer believes will further the competitiveness of the proposal.*

Having conducted a large number of Town-based software assessments over the years, we have developed a large library of methods, tools and templates that have provided great value to our clients. Several of these tools are propriety to Plante Moran and clearly differentiate us from our competitors.

Some of these items include:

### **DMS Needs Assessment Process Checklist**

Based on years of performing similar assessment for municipalities across the US, we have compiled a check list of governmental business processes and corresponding public sector software best practices that will frame our discussion with Town end users. We will utilize this tool to ensure we provide a clear gap analysis between how the Town currently utilizes document management systems to manage its operations and what is considered 'best practice' in the industry.

### **Metrics Based Benchmarking Survey**

We have developed a very comprehensive metrics-based peer Town benchmarking survey to assess how our clients compare against peer organizations in a number of different areas. Typically, these peer benchmarking surveys are conducted against organizations that are identified as leading cities in the use of technology across the country.

### **Issues and Opportunity Matrix**

In order to identify and document discreet issues and opportunities, we will prepare a detailed "Issues and Opportunities Matrix" that will categorize each item as either: policy, process or technology. This deliverable will help the Town prioritize organizational improvement activities and provide a basis for unique Town technology requirements, but will also act as a tool to assign activities to specific individuals and track progress. This matrix, which developed in Microsoft Excel, cleanly summarizes the results of the needs assessment and provides the Town with a working tool (vs. a thick report) to manage constant policy, process and technology improvement.

### **TCO and ROI Model**

As part of our Needs Assessment methodology, Plante Moran has invested significant time and resources into the development of our Total Cost of Ownership (TCO) and Return on Investment (ROI) Model. This model, which is developed in Microsoft Excel, includes a control panel which provides a control point for assumptions used in the TCO and ROI calculations (e.g., length of implementation, % of license fees charged for maintenance, inflationary factor, etc.) This control panel also provides for quick "what if" analysis as assumptions are validated with the Town.

Besides the assumptions mentioned above, the primary input into the TCO component of the model is marketplace data that is stored in a database maintained by Plante Moran consultants. This marketplace data is gleaned from hundreds of technology proposals we have evaluated and a similar number of contracts we

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have assisted clients with over the years. Using this marketplace data, we will use a variety of metrics to determine approximate DMS costs for the Town including:

- Population size (citizens)
- Number of Town employees
- Scope of solution
- Complexity of operations (including budget)

#### **Vendor Liaison Program**

Plante Moran has been assisting public sector clients with enterprise system selection engagements for over 25 years. During that time, we have become intimately familiar with the segment of the software marketplace that is specifically focused on providing enterprise resource planning (ERP) software for all lines of business to the public sector and, more specifically, to clients of the size and sophistication as the Town. Currently we employ a Vendor Liaison program, where Plante Moran staff are required to keep tabs on specific vendor in order to:

- Develop and maintain an understanding of technology vendor current and future products and services
- Positively impact the ability for obtaining the maximum number of vendor responses on RFPs that we develop
- Identify improvements to the way in which we conduct our selection and implementation management services
- Understand the vendor's market position
- Track mergers, acquisitions and major announcements associated with these vendors
- Track significant sales accomplished by these vendors

As a result of the vendor liaison program, we have extensive knowledge of the functionality, vendor background, pricing, contract terms, integration, services and other aspects of the public sector software marketplace. Even before due diligence, we will leverage the knowledge we have obtained of the marketplace (via our Vendor Liaison Program and past client experience) to provide timely and value added guidance to the Town. Overall, it is our goal to be a trusted advisor to the Town throughout the duration of the project.

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### 13) Legal Proceedings

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*A statement of any legal proceedings pending or concluded within the past five (5) years relating to the performance of services by the Proposer.*

Plante Moran takes great pride in the quality of services it provides to its clients. We have a rigorous set of quality controls designed to provide assurance that professional standards are followed and our clients receive a high quality product. Nevertheless, claims are filed from time to time. We believe the number of claims filed against Plante Moran is well below industry averages for a firm of our size. Moreover, we take great pride in the fact that the firm has never, in its history, been adjudicated as negligent in a matter involving accounting, audit or consulting services. Plante Moran has not at any time been the subject of any action by a regulatory agency. There are no claims currently pending of any kind that could have material impact on the firm.

## Table of Proposed Exceptions

Page Number	Section / Reference	Proposed Exception	Rationale
3	8.b Insurance	<p><b>Please Modify as Follows:</b></p> <p>Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Subject to customary exclusions, exceptions, and limitations, Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.</p>	Plante Moran's CGL policy is subject to customary exclusions, exceptions and limitations as is consistent with the industry standards.
4	8.g Insurance	<p><b>Please Modify as Follows:</b></p> <p><del>All certificates and policies shall contain the following provision:</del></p> <p><del>"Notwithstanding any other provision herein, Should any of the above policies be cancelled or materially amended before the expiration date thereof, the Contractor 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.</del></p>	Plante Moran's insurers will generally not assume an independent notification obligation, but Plante Moran is agreeable to a contractual obligation to notify the Town under these circumstances.
4	8.j Insurance	<p><b>Please Modify as Follows:</b></p> <p>No insurance shall be obtained from an insurer which:</p> <p>(1) is not licensed to sell insurance in the Commonwealth of Massachusetts or otherwise operating on a non-admitted basis; or</p> <p>(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.</p>	Plante Moran's primary professional liability insurance is underwritten through Lloyd's of London. Lloyd's of London operates on a non-admitted basis in the United States, but Lloyd's syndicate's non-admitted status does not affect Plante Moran's coverage in any of the United States.
4-5	9. Indemnification	<p><b>Please Modify as Follows:</b></p> <p>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 <del>which arise out of</del> to the extent caused by the breach by the Contractor of</p>	Plante Moran can agree to indemnify its clients for its negligence but requests that the obligation be proportional to fault.

Page Number	Section / Reference	Proposed Exception	Rationale
		<p>its obligations under this Contract, or the negligent 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.</p>	
7-8	19.e Termination	<p><b><i>Please Modify as Follows:</i></b></p> <p>The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.</p> <p>In the event of termination, the Contractor shall be entitled to be paid for services rendered and expenses incurred in accordance with this Contract prior to termination.</p> <p>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 reasonable cost of cover for 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.</p>	<p>Plante Moran would like to clarify that Plante Moran shall be compensated for expenses incurred in accordance with the Contract prior to termination. Additionally, Plante Moran can agree to pay for the cost of cover for a substitute contract if the Contract is terminated pursuant to Section 19a or 19b.</p>



## Appendices

## Client Feedback

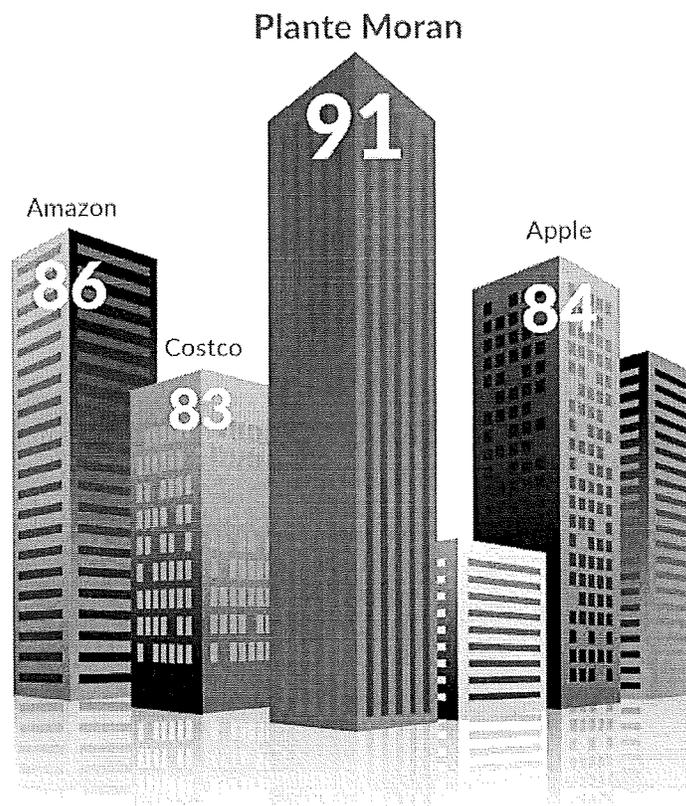
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You deserve world-class client service.

let our clients do the talking

Our client satisfaction survey is performed by an independent firm that utilizes the American Customer Satisfaction Index (ACSI) methodology to compare our rating against a diverse group of companies. The ACSI index represents aggregated customer satisfaction benchmarks based upon key drivers such as service approach, level of expertise, quality of work, and value added.

Our clients rate Plante Moran above the world's most respected brands for best-in-class service.



*Source: Plante Moran's rating is from our client satisfaction survey conducted by the CFI Group using the American Customer Satisfaction Index (ACSI) methodology. Other companies' scores provided by the ACSI.*

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## Customer Service & Client Satisfaction- The Plante Moran Way

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When clients engage Plante Moran as their advisor, they say they can feel the difference almost immediately. Whether it's an innovative approach to problem-solving, our collaborative culture, or solutions borne out of deep industry expertise, our clients benefit from an attentive advisor who brings a caring approach to each engagement.

Here are a few considerations that we believe make Plante Moran different and help ensure that we provide responsive service to our clients:

- **Low staff turnover** — We have the lowest staff turnover rate of any major accounting firm in the United States. By minimizing turnover, we can provide better staff continuity, which in turn ensures that our teams are organized, prepared, and not slowed down by on-the-job learning.
- **More senior-level involvement** — Our staffing mix involves a high degree of partner and senior manager-level involvement in our engagements. As a result, we bring more experience directly to the field, improving the quality and effectiveness of our interactions with your internal accounting staff and executive management, often generating additional value.
- **Flexibility and experience** — Our deep experience in working with clients of all sizes and ownership structures allows us to acclimate to your organizational environment quickly.
- **Communication** — We believe that communication is the key to a successful relationship. Our clients tell us that we regularly exceed their expectations because we take ownership of that requirement. Regular communication avoids surprises, keeps projects on track, and promotes a healthy relationship.
- **Commitment** — We listen upfront to what you need and we deliver. On time and what you requested. We meet the promises we make. This is the number one thing that business executives tell us they want when we ask them what is important when hiring a professional service company, and we strive to meet their needs.

## Client Satisfaction and Project Success Commitment

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Our consultants and, more importantly, senior staff on our project team take significant pride and ownership in ensuring that the services provided to our clients achieve the highest level of satisfaction and quality results. Our consultants are engaged with all levels of staff from Executive Sponsors to line staff who are executing the various land management, plan review, permitting, and enforcement system related processes. Evidence of our ability to take leadership and ownership of the project's success is exhibited in a number of ways as follows:

- We have been involved with a number of clients in performing multiple software engagements for land management, plan review, permitting, and enforcement system in connection with enterprise resource planning (ERP) other software selection projects.
- We are increasingly being requested by clients for whom we have provided land management, plan review, permitting, and enforcement system selection services to also assist in providing implementation management services.
- We have received awards from clients due to the quality and work ethic in performing technology-related projects. For example, Lake County, IL has awarded Plante Moran a Partner in Excellence award as a result of two significant technology-related projects.

Additional steps that we perform to achieve client satisfaction are as follows:

- 
- Staff will be assigned to the project that have significant experience in other public sector software implementation projects from needs assessment through implementation management who also have deep knowledge of municipal operations including land management, plan review, permitting, and enforcement processes.
  - Frequent communications with the client through status meetings and other methods of communication.
  - Significant project management capabilities to ensure that the project is completed on-time, within budget and achieves the overall goals and objectives of the project

---

# Thank you



plante moran | Audit. Tax. Consulting.  
Wealth Management.

---

# Thank you



plante moran | Audit. Tax. Consulting.  
Wealth Management.





111 West Campbell Street, 4<sup>th</sup> Floor  
Arlington Heights, IL 60005

### VERIFICATION OF INSURANCE

We, the undersigned Insurance Brokers, hereby verify that Lloyd's London & Various Insurers have issued the following described insurance which is in force as of the date thereof-

#### PROFESSIONAL INDEMNITY INSURANCE

NAME OF INSURED: Plante & Moran, PLLC and others as more fully described in the policy.  
POLICY NUMBER: IM1701869  
PERIOD OF INSURANCE: 12:01 a.m. June 15, 2017 to 12:01 a.m. June 15, 2018  
SUM INSURED: \$5,000,000 Each Claim and in the aggregate including costs, charges and expenses.

#### SUBJECT TO ALL TERMS, CONDITIONS AND LIMITATIONS OF THE POLICY

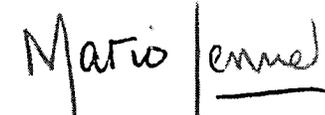
This document is furnished to you as a matter of information only and is not insurance coverage. Only the formal policy and applicable endorsements offer a comprehensive review of the coverage in place. The issuance of this document does not make the person or organization to whom it is issued an additional insured, nor does it modify in any manner the contract of insurance between the Insured and the Insurer. Any amendment, change or extension of such contract can only be effected by specific endorsement attached thereto. Should the above described Policy be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Issued at Chicago, Illinois

Date: June 15, 2017

Integro Insurance Brokers

Per:

  
Managing Principal



111 West Campbell Street, 4<sup>th</sup> Floor  
Arlington Heights, IL 60005

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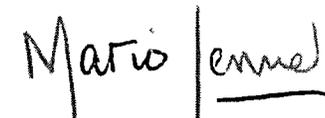
This document is furnished to you as a matter of information only and is not insurance coverage. Only the formal policy and applicable endorsements offer a comprehensive review of the coverage in place. The issuance of this document does not make the person or organization to whom it is issued an additional insured, nor does it modify in any manner the contract of insurance between the Insured and the Insurer. Any amendment, change or extension of such contract can only be effected by specific endorsement attached thereto. Should the above described Policy be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Issued at Chicago, Illinois

Date: June 15, 2017

Integro Insurance Brokers

Per:

  
Managing Principal



MEMORANDUM

To: PROCUREMENT FILE

From: Bryan R. Le Blanc, Esq. / Procurement Officer, Town of Natick

Re: Procurement of Document Management Consultant Services

Date: September 21, 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 provide consulting services for the selection of a document management system. Recruitment of a consulting firm to select one requires a high degree of experience and skill. 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**

**DOCUMENT MANAGEMENT CONSULTANT SERVICES**

**October 16, 2017**

**PROPOSALS DUE:**

**November 15, 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 document management consultant services in the Town of Natick. The Request for Proposals (“RFP”) may be obtained from the electronically from the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, at [bleblanc@natickma.org](mailto:bleblanc@natickma.org), 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 October 16, 2017. Ten (10) copies of each sealed Proposal, contained in separately sealed envelopes marked, respectively, “RFP: Document Management Consultant Services – Price Proposal” and “RFP: Document Management Consultant Services – Non-Price Proposal” will be received until **11:00 A.M. local time, November 15, 2017**, at the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760. Proposers shall also include an electronic copy of their 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. Award of a contract shall be subject to appropriation and shall be subject to vote by the Natick Board of Selectmen.

## **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, invites the submission of sealed proposals for document management consultant services in the Town of Natick. For a full description of such services, please refer to Section III (A) of the Request for Proposals (“RFP”).

The Request for Proposals (“RFP”) may be obtained from the electronically from the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, at [bleblanc@natickma.org](mailto:bleblanc@natickma.org), 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 October 16, 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 November 2, 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: Document Management Consultant Services – Price Proposal” and “RFP: Document Management Consultant Services – Non-Price Proposal” will be received until **11:00 A.M. local time, November 15, 2017**, at this address:

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

Proposers shall also include an electronic copy of their 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.

Please refrain from using staples, if this is at all possible.

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 DOCUMENT MANAGEMENT CONSULTANT SERVICES – PRICE PROPOSAL" or "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED PROPOSAL FOR DOCUMENT MANAGEMENT CONSULTANT SERVICES - 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 November 2, 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**

Pursuant to this RFP, the Successful Proposer shall provide all labor and materials for a document management consultant to assist the Town in creating a Request for Bid or Proposal for a vendor to provide an enterprise-wide document management system.

Without limitation, the Successful Proposer shall complete the assessment in accordance with the following:

The Successful Proposer shall work under the direction of the Information Technology Director and shall interact with all Town departments, excluding the School Department.

The Successful Proposer shall perform, at a minimum, the following tasks with each Town department:

- Work individually with all Town Departments to identify and inventory existing electronic and paper systems
- Document data work flow within each department and between departments and the public
- Perform document needs analysis, i.e. inventory paper systems, sizes, quantity, archival scanning needs
- Identify existing systems (Munis, Permitting, Software, etc.) for the document management system to integrate with
- Identify all paper forms that can be converted to electronic forms
- Identify scanning needs and possibly data storage needs
- Work with departments to create indices for scanned documents
- Gather input from departments into what their expectations would be in a document management system
- Assist the Town in estimating cost for the procurement of the system, conversion work (paper to electronic), archival scanning cost and new equipment cost if needed.

The Successful Proposer shall meet the following objectives:

- Provide a scope of services/description of product, which will be used by the Procurement Officer to develop a comprehensive IFB or RFP for the procurement of a document management system and all related activities required for a successful implementation
- Solicit and attend vendor demos
- Assist the Procurement Officer in reviewing bids and in answering vendor questions
- Due to small IT Department staff, possibly assist Town departments in system implementation.

The Successful Proposer shall have a minimum of ten (10) years of experience in providing document management system consulting services.

#### **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 for all work performed (not an hourly rate) 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 ten (10) or more similar projects.

**Advantageous** – The proposal demonstrates experience with five (5) to nine (9) similar projects.

**Not Advantageous** – The proposal demonstrates experience with four (4) 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.

A proposal that fails to meet any of the minimum submission requirements shall be deemed **Unacceptable (U)** in all of the above categories.

### **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, November 15, 2017**, to this address:

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

Proposers shall also include an electronic copy of their 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 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 document management consultant services 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:

Total Price in Words: \_\_\_\_\_

Total Price in Numbers: \_\_\_\_\_

The PROPOSER acknowledges receipt of addenda nos. \_\_\_\_\_

\_\_\_\_\_  
**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**

**ATTACHMENT B**  
**CERTIFICATE OF NON-COLLUSION**

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

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Address of Proposer

\_\_\_\_\_  
Telephone Number \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Date

**TOWN OF NATICK**

**ATTACHMENT C**  
**CERTIFICATE OF TAX COMPLIANCE**

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

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Address of Proposer

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Date

TOWN OF NATICK

ATTACHMENT D

CONFLICT OF INTEREST CERTIFICATION

The Proposer hereby certifies that:

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

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Address of Proposer

\_\_\_\_\_  
Telephone Number \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

---

Printed Title

---

Date

TOWN OF NATICK

ATTACHMENT E

CERTIFICATE OF CORPORATE PROPOSER

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

(Corporate Seal)

\_\_\_\_\_

Name of Proposer

\_\_\_\_\_

Address of Proposer

\_\_\_\_\_

Telephone Number \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Title

\_\_\_\_\_

Date

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

TOWN OF NATICK

ATTACHMENT F

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

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

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Address of Proposer

\_\_\_\_\_  
Telephone Number \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Date

**TOWN OF NATICK**  

---

**ATTACHMENT G**  
**CERTIFICATE OF NON-DEBARMENT**

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

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Address of Proposer

\_\_\_\_\_  
Telephone Number \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Date

**TOWN OF NATICK**

---

**ATTACHMENT H  
FORM OF CONTRACT**

**(SEE ATTACHED DOCUMENT.)**

**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," or "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 for the services outlined in Section 1, below (Scope of Services), if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

The Contractor shall provide document management consultant services, as set forth in the Request for Proposals for Document Management Consultant Services in the Town of Natick ("RFP"), 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 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, 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 execution date of this Contract and shall end one year later. At the sole discretion of the Town, this Contract may be extended for one (1) or two (2) additional one (1)-year terms. Time is of the essence in the performance of services rendered by the Contractor under this Contract.

4. Incorporation of the Request for Proposals/Order of Priority of Contract Documents

The provisions of the RFP and the Contractor's Proposal 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 the RFP (if any)

**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

Fourth Priority:       RFP  
Fifth Priority:       Contractor's Proposal.

5.     Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices stated in the Contractor's Price Proposal. (See attached Price Proposal Form.)

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 RFP, 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 right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

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 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. 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 (Including Errors and Omissions) - \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a claims made basis, the effective period shall extend for a term of six (6) years after the end of this Contract.
- e. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence

**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

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 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.
- 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 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.
- i. 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.
- 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.

9. Indemnification

**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

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

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, commissions, 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 sites which are the subject of this Contract and with all conditions of the RFP 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.

13. Labor and Materials Payment Bond

**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

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 controlled and/or 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 are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, 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.

**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

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 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)

**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

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  
                                  Natick Town Hall  
                                  13 East Central Street  
                                  Natick, MA 01760

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

If to the Contractor:

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall

**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

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.
- 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 Proposal 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

**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

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 Proposal documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the

**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

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.

(The remainder of this page is left blank.)

**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

The Town of Natick, Massachusetts  
by: the Natick Board of Selectmen

\_\_\_\_\_  
Printed Name of Contractor  
by:

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

\_\_\_\_\_  
Signature

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

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

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

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

\_\_\_\_\_  
Michael J. Hickey, Jr.

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

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

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, Esq.

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

**Town of Natick, Massachusetts**  
**Contract for Document Management Consultant Services in the Town of Natick**

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.)

# IT Document Management Project

## Vendor Justification

The Review Committee has chosen to bypass three (3) lower priced proposals in favor of a more advantageous, though more expensive, proposer. Below lists the specific reasons for the choice. The proposal chosen (as submitted by Plante Moran) is most advantageous in that it has listed a complete team (unlike the Proscan proposal), has a complete scope of work (unlike the PIF proposal), features a better written, more complete and comprehensive proposal (as compared with the cheaper proposals), clearly outlines the scope of work in a manner Natick deems is more suitable to the project (unlike all other proposals), is not product specific (unlike the PIF proposal), and articulates a definitive timeline (unlike the Strategic Solutions Proposal). More specific comparisons of the most advantageous proposal (as submitted by Plante Moran) and the others are as follows:

### Plante Moran - \$38,775

- (Bob) Number one choice before opening price proposals. Very well defined and detailed proposal which included step by step approach to creating the vendor RFP and realistic detailed timeline. and also includes the vetting of vendors. Client list included a lot of municipal experience.
- (Kathy) Proposal included 5 highly qualified people that will be assigned to the project. Proposal was well thought out and covered all aspect of the project that IT Dept. envisions. The proposed timeline is thorough and within reason. Their experience with municipalities is extensive and references are very good.

### Proscan - \$37,500

- (Bob) No municipal clients, not sure of team, 1 staff so far, Cut and Paste RFP specifications, proposal had very little detail, SOW hourly based with no time frame, quality of DMS clients has no DMS.
- (Kathy) Proscan's proposal included 1 person that was lacking in DMS experience. Not to have a team on this project seems to be a bit of an undercut. The proposal also didn't have any timeline associated with, as well as, lacking project detail. The clients that were reference within the proposal had no DMS installation within their project. It is also concerning making this project an hourly cost, better to do flat price for the project.

### Strategic Solutions - \$24,130

- (Bob) Detailed but over the top SOW, no time line listed and very confusing, lacking in step by step process, listed detailed experience limited DMS systems.
- (Kathy) Proposal had cookie cutter answers and proposal read as if not understanding DMS or the proposed project by the IT dept. Lacking project detail within the proposal, no timeline mentioned, and no mention of a team that would be assigned to the project. Very light on DMS experience within their references.

### PIF - \$10,000

- (Bob) Extremely incomplete and confusing proposal that consisted primarily of cutting and pasting the RFP requirements with no detail in statement of work. Very product specific focused on Docstar product/vendor.
- (Kathy) This proposal seemed like a “one stop shop” for the software DocStar, which is one of the vendors that might be considered during the vetting process of all DMS software. The proposal was lacking detail for the project, as well as, no mentioning of a team assigned to the project. They do have extensive experience with DocStar DMS software. Proposal gave the feel of them recommending one and only one vendor for this project when the goals of the IT dept.is to vet all DMS software vendors.

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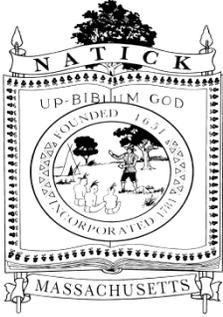
**ITEM TITLE:** Conservation Agent/General Planner, Community & Economic Development: Hazard Mitigation Plan Update

**ITEM SUMMARY:**

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memo-V. Parsons	2/20/2018	Cover Memo



BUILDING  
PLANNING  
ZONING  
CONSERVATION

## COMMUNITY AND ECONOMIC DEVELOPMENT

### MEMORANDUM

**TO:** Jonathan Freedman, Chair, Natick Board of Selectman

**FROM:** Victoria Parsons, Conservation Agent/General Planner

**CC:** Jamie Errickson, Director of Community and Economic Development  
Files

**DATE:** February 20, 2018

**RE:** **Natick Hazard Mitigation Plan Process – Status Update February 2018**

### Why hazard mitigation planning:

Disaster Mitigation Act of 2000, Interim Final Rule, 44 CFR Parts 201 and 206 states, “All communities must have an approved Multiple Hazards Mitigation Plan in order to qualify for future federal disaster mitigation grants”.

### What we have accomplished:

#### *Local Hazard Mitigation Committee Meeting #1 – January 5, 2017*

- Data Collection
- Municipal Interviews
- Public Outreach – Workshop #1
- Plan Update revised layout: Transition from a regional plan to local , stand-alone plan while similar to a regional plan, it is more specific to Natick. The new layout should be consistent with MEMA/FEMA template:
  - Planning and Prevention
  - Property Protection
  - Natural Resource Protection
  - Structural Projects
  - Emergency Services, and
  - Public Education and Awareness

*Community Survey – March 14, 2017 – August 5, 2017 (223 responses)*

- Almost half (45%) of residents and business owners feel they are adequately prepared to deal with a natural hazard event;
- Most respondents are equally 'Concerned' with winter and wind-related hazards (both at 62%), followed by fire-related hazards (54%);
- 62% of respondents know for sure whether or not their property is located in/near a FEMA –designated floodplain;
- Just over 63% of respondents are interested in making their home, business or neighborhood more resilient, with 51% willing to spend their own money to do so; and
- The top four choices to reduce damage/destruction of natural hazards in Natick include:
  - Work to improve utility resilience: electric; communications; water/wastewater facilities (75%)
  - Retrofit public infrastructure, such as elevating roadways and improving drainage systems (61%)
  - Replace inadequate/vulnerable bridges and inform property owners of ways they can reduce the damage caused by natural events (both at 52%).

*Public Workshop – June 15, 2017 (Conservation Commission)*

- Overview of planning process and why we plan for hazards
- 2010 Plan Report Card...what has been completed/on-going/carry-over actions
- Hazard Index...top three hazards affecting Natick:
  - Heavy Rains/Flooding
  - Nor'easters/Snowstorms
  - Wind Events
- Map Exercise – identification of local knowledge
- Request to include 'Invasive Species' (Japanese Knotweed) as hazard affecting Natick
  - Erosion of stream/riverbanks, impacts to infrastructure

*Local Hazard Mitigation Committee Meeting #2 – September 19, 2017*

- Mission Statement/Consolidated Goals (from 8 to 4 more broad overarching goals):
  - Protect the public health, safety and welfare.
  - Reduce both public and private property damages caused by hazard impact.
  - Minimize social distress and economic losses/business disruption.
  - Provide an ongoing forum for the education and awareness of natural hazard mitigation issues, programs, policies, projects and resources.
- Mapping Update
  - Complete update of all mapping
    - Hazards
    - FEMA Flood Zones
    - Repetitive Loss Structures
    - Critical Facilities (consistent with Town's Emergency Management Plan)
- Vulnerability Analysis completed for Impacts of FEMA Flood Zones
  - Number/types of structures

- Financial Impacts

*Local Hazard Mitigation Committee Meeting #3 – December 19, 2017*

- Draft mitigation actions for consideration
- Prioritization of mitigation actions (abbreviated Benefit Cost Analysis – required by MEMA/FEMA)
  - Prioritized highlights include:
    - Public Education/Awareness
      - Develop/Distribute Natural Hazards Pamphlet
      - Prepare ‘After the Storm Recovery Plan’
    - Planning/Prevention
      - Implement Public Outreach Campaign for Residents/businesses located within dam inundation zones
    - Emergency Services
      - Develop/Publish/Coordinate Viable Evacuation Routes
  - Capacity Analysis: majority of ‘On-Going’ actions from 2010 Plan transition to ‘Capability Assessment’ section of Plan Update (integration/consistency with existing plans, policies, and procedures):
    - Natick 2030+ Comprehensive Master Plan
    - Municipal Vulnerability Preparedness Working Group

**Next Steps:**

*Public Comment Period – March 1 to 31, 2018*

- Draft Plan Update available (on-line and hard copy) for public review and comment
- Draft Plan Update shared electronically with neighboring communities for review and comment
- Public Workshop #2 – March 8, 2018 (Sustainability Committee)...public to weigh-in on Mitigation Action Plan

*Submission of Draft Plan Update to MEMA for review/comment – April 13, 2018*

---

**ITEM TITLE:** Comptroller: Quarterly Report FY 2018 - 2nd Quarter  
**ITEM SUMMARY:**

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Report	2/23/2018	Cover Memo



*Town of Natick*  
*Massachusetts*

01760

Office of the Comptroller

TO: Board of Selectmen  
FROM: Arti Mehta, Comptroller  
DATE: February 22, 2018  
SUBJECT: Quarterly financial Report

Enclosed are the quarterly reports for the first half of Fiscal Year 2018

- FY 2018 Revenue collection as of December 31<sup>st</sup>, 2017
- Same Period Revenue comparison for FY 2015-2018
- FY 2018 Expenditures as of December 31<sup>st</sup>, 2017
- Same Period Expenditure comparison for FY 2015-2018

Some of the Revenue and Expenditures does not work on a monthly schedule so the % may not be the same as we see at the yearend but overall we are on target.

During the quarter:

- MUNIS has been upgraded to a CLOUD based version.
- All the Federal and state reporting have been completed.
- Audit work is in progress.

December Revenue Collection

Due to changes in the Tax Laws, there was an unprecedented rush to pay Real Estate Tax during the last week of December. We have collected almost \$3.5M during the last week of December.

Attached is the collection data by the day during the month of December for last 4 Fiscal Years and a focus on the collection of last three days

- FY 2018 Revenue collection of December 29<sup>th</sup>, 30<sup>th</sup> and 31<sup>st</sup>.
- Same Period Collection comparison FY 2015-2018

Detailed records are in the Comptroller's office for inspection.

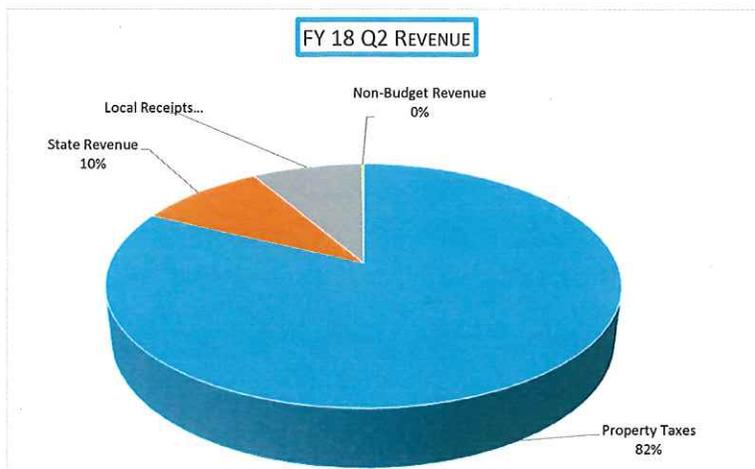
Thank you very much.



**Town of Natick**  
**Revenue**  
**2nd Quarter FY 2018**

ACCOUNT	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	REMAINING	PCT
<b>Property Tax</b>					
4110	PERSONAL PROPERTY TAX	2,008,025.95	1,048,464.57	615,374.24	52.2%
4120	REAL ESTATE TAX	106,380,453.03	57,654,142.17	48,726,310.86	54.2%
	<b>Total Taxes</b>	<b>108,388,478.98</b>	<b>58,702,606.74</b>	<b>49,341,685.10</b>	<b>54.2%</b>
<b>State Receipts</b>					
4610	STATE REIMB FOR LOSS OF T	0.00	54,486.00	(54,486.00)	
4620	STATE - EDUCATION	9,583,344.00	4,666,238.00	4,917,106.00	48.7%
4660	STATE - GENERAL	4,174,741.00	2,029,031.00	2,145,710.00	48.6%
	<b>Total Cherry sheet</b>	<b>13,758,085.00</b>	<b>6,749,755.00</b>	<b>7,008,330.00</b>	<b>49.1%</b>
<b>Local Receipts</b>					
4150	MOTOR VEHICLE EXCISE TAX	5,880,600.00	744,055.38	5,136,544.62	12.7%
4160	BOAT EXCISE TAX	3,200.00	3,188.33	11.67	99.6%
4162	RECOVERY EXCISE TAX	0.00	17.50	(17.50)	
4170	PEN & INT ON TAXES	377,100.00	179,150.02	197,949.98	47.5%
4180	PAYMENT IN LIEU OF TAX	34,500.00	10,147.20	24,352.80	29.4%
4190	OTHER TAXES	2,408,600.00	1,354,646.91	1,053,953.09	56.2%
4220	SUPPLEMENT TAXES	425,000.00	282,008.22	142,991.78	66.4%
4250	DPW NON UTILITY USAGE CHG	0.00	55,189.00	(55,189.00)	
4320	DEPARTMENTAL FEES	2,600,441.00	1,521,329.68	1,079,111.32	58.5%
4360	POLICE RENTALS	46,500.00	29,326.31	17,173.69	63.1%
4370	OTHER DEPT REVENUE	810,170.00	747,279.22	62,890.78	92.2%
4457	LICENSE & PERMITS	2,053,445.00	446,618.06	1,606,826.94	21.7%
4770	FINES AND FORFIETS	220,000.00	133,100.00	86,900.00	60.5%
4800	COLLECTOR'S MISC		12,193.14	(12,193.14)	
4810	SALE OF INVENTORY	0.00	260.00	(260.00)	
4820	INVESTMENT INCOME	280,000.00	318,499.30	(38,499.30)	113.7%
4680	MEDICAID Revenue	0.00	58,983.94	(58,983.94)	
4845	MISC NON -REC (PENS COLA)	0.00	2,273.55	(2,273.55)	
	<b>Total Local Receipts</b>	<b>15,139,556.00</b>	<b>5,898,265.76</b>	<b>9,241,290.24</b>	<b>39.0%</b>
<b>Non-Budget Revenue</b>					
4140	TAX TITLE	0.00	76,993.61	(76,993.61)	
	CHAPTER LAND		30,813.69	(30,813.69)	
	<b>Total Non Budgeted Revenue</b>	<b>0.00</b>	<b>107,807.30</b>	<b>(107,807.30)</b>	
<b>Totals</b>		<b>137,286,119.98</b>	<b>71,350,627.50</b>	<b>65,591,305.34</b>	<b>52.0%</b>

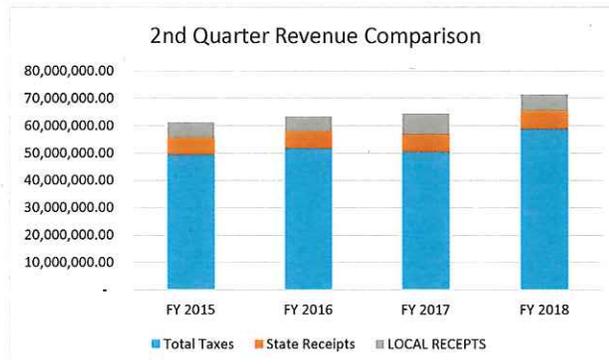
Property Taxes	108,388,478.98	58,702,606.74	82.1%
State Revenue	13,758,085.00	6,749,755.00	9.4%
Local Receipts	15,139,556.00	5,898,265.76	8.3%
Non-Budget Revenue	0.00	107,807.30	0.2%



**TOWN OF NATICK**  
2nd QUARTER REVENUE COMPARISON

		FY 2015	FY 2016	FY 2017	FY 2018
		ACTUALS	ACTUALS	ACTUALS	ACTUALS
TAXES	PERSONAL PROPERTY TAX	861,772.70	893,221.18	949,315.02	1,048,464.57
TAXES	REAL ESTATE TAX	48,168,463.23	50,580,242.36	48,995,457.65	57,654,142.17
NON-BUDGETED REVENUE	TAX TITLE	355,105.94	228,768.89	314,996.20	76,993.61
	CHAPTER LAND			49,924.57	30,813.69
	<b>Total Taxes</b>	<b>49,385,341.87</b>	<b>51,702,232.43</b>	<b>50,309,693.44</b>	<b>58,810,414.04</b>
STATE RECEIPTS	STATE REIMB FOR LOSS OF TAX	56,737.00	56,560.00	123,645.00	54,486.00
	STATE - EDUCATION	4,350,951.00	4,413,104.00	4,563,259.00	4,666,238.00
	STATE - GENERAL	1,838,372.00	1,844,689.00	1,909,891.00	2,029,031.00
	<b>State Receipts</b>	<b>6,246,060.00</b>	<b>6,314,353.00</b>	<b>6,596,795.00</b>	<b>6,749,755.00</b>
LOCAL RECEIPTS	MOTOR VEHICLE EXCISE TAX	604,343.40	684,466.95	663,093.66	744,055.38
	BOAT EXCISE TAX	2,805.68	4,153.99	3,148.25	3,188.33
	RECOVERY EXCISE TAX	977.12	1,020.94	658.66	17.50
	PEN & INT ON TAXES	250,715.07	168,923.70	215,101.26	179,150.02
	PAYMENT IN LIEU OF TAX	9,835.21	9,369.13	9,963.64	10,147.20
	OTHER TAXES-HOTEL/MOTEL/MEALS	1,272,206.13	1,374,941.02	1,368,927.41	1,354,646.91
	SUPPLEMENT TAXES	220,552.50	108,735.05	28,533.85	282,008.22
	DPW NON UTILITY USAGE CHG	48,886.00	55,502.00	59,841.63	55,189.00
	DEPARTMENTAL FEES	1,368,284.99	1,344,625.71	1,460,413.09	1,521,329.68
	POLICE RENTALS	25,870.31	23,441.98	25,611.98	29,326.31
	OTHER DEPT REVENUE	910,743.95	709,911.91	2,625,812.07	747,279.22
	PERMITS	252,226.55	256,924.00	246,471.50	282,858.06
	LICENSE & PERMITS	169,419.84	165,161.90	317,873.00	163,760.00
	INTERGOVERNMENTAL	82,825.72	76,953.50	123,611.90	58,983.94
	FINES AND FORFIETS	123,257.47	98,753.85	96,957.13	133,100.30
	COLLECTOR MISC	108,340.93	42,796.61	167,263.62	12,193.14
	SALE OF INVENTORY	595.00	355.00	370.00	260.00
	EARNINGS ON INVESTMENTS	141,351.57	149,779.12	176,104.49	318,499.30
	MISC DEPARTMENTAL REVENUE	1,862.52	3,555.42	883.21	1,023.57
	MISC NON -REC (PENS COLA)	2,494.92	-	3,176.93	1,249.98
	<b>LOCAL RECEIPTS</b>	<b>5,597,594.88</b>	<b>5,279,371.78</b>	<b>7,593,817.28</b>	<b>5,898,266.06</b>
	<b>TOTAL REVENUE</b>	<b>61,228,996.75</b>	<b>63,295,957.21</b>	<b>64,500,305.72</b>	<b>71,458,435.10</b>

Total Taxes	49,385,341.87	51,702,232.43	50,309,693.44	58,810,414.04
State Receipts	6,246,060.00	6,314,353.00	6,596,795.00	6,749,755.00
LOCAL RECEIPTS	5,597,594.88	5,279,371.78	7,593,817.28	5,898,266.06
<b>TOTAL REVENUE</b>	<b>61,228,996.75</b>	<b>63,295,957.21</b>	<b>64,500,305.72</b>	<b>71,458,435.10</b>



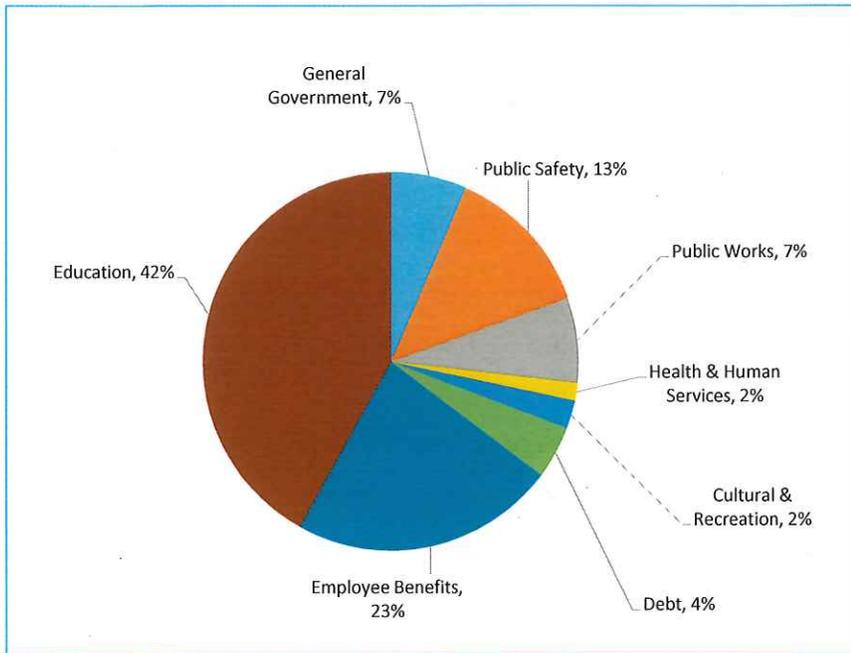
**Town of Natick**  
**Budget to Actual Expenses**  
**2nd Quarter FY 2018**

CATEGORY	ORIGINAL APPROPRIATION	TRANSFERS/ADJUSTMENTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCE	AVAILABLE BUDGET
General Government	10,264,556.00	-89,528.01	10,175,027.99	3,667,083.38	358,476.08	6,149,468.53
Public Safety	14,941,439.00	1,213,055.38	16,154,494.38	7,297,413.34	6,094.49	8,850,986.55
Public Works	9,372,282.00	443,677.38	9,815,959.38	4,100,768.60	756,678.85	4,958,511.93
Health & Human Services	1,929,007.00	20,518.91	1,949,525.91	856,152.71	101,693.52	991,679.68
Cultural & Recreation	2,793,789.00	979.19	2,794,768.19	1,367,753.43	50,496.69	1,376,518.07
Debt	11,644,955.00	0.00	11,644,955.00	2,524,735.56	0.00	9,120,219.44
Employee Benefits	24,619,547.00	64,706.77	24,684,253.77	12,774,421.02	144,006.77	11,765,825.98
<b>Town departments Total</b>	<b>75,565,575.00</b>	<b>1,653,409.62</b>	<b>77,218,984.62</b>	<b>32,588,328.04</b>	<b>1,417,446.40</b>	<b>43,213,210.18</b>
<b>Education</b>	<b>63,070,349.00</b>	<b>442,386.90</b>	<b>63,512,735.90</b>	<b>23,563,933.94</b>	<b>3,571,860.86</b>	<b>36,376,941.10</b>
<b>Town Total</b>	<b>138,635,924.00</b>	<b>2,095,796.52</b>	<b>140,731,720.52</b>	<b>56,152,261.98</b>	<b>4,989,307.26</b>	<b>79,590,151.28</b>

General Government
Public Safety
Public Works
Health & Human Services
Cultural & Recreation
Debt
Employee Benefits
Education

6.53%
13.00%
7.30%
1.52%
2.44%
4.50%
22.75%
41.96%

FY 2018 Q2 Expenditures



**TOWN OF NATICK**  
**Expenditures comparision**

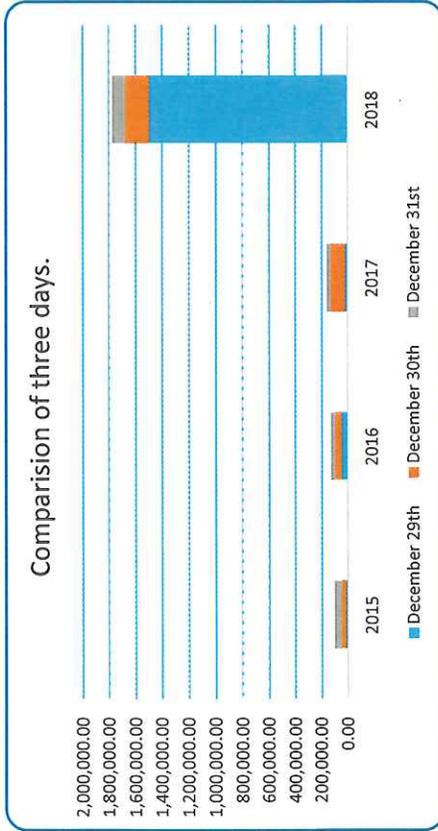
<b>Departments</b>	<b>FY 2015 ACTUAL</b>	<b>FY 2016 ACTUAL</b>	<b>FY 2017 ACTUAL</b>	<b>CURRENT YR ACTUAL</b>
General Government	3,375,160.91	3,439,042.20	3,584,609.20	3,667,083.38
Public Safety	6,799,300.97	6,960,336.00	6,891,912.02	7,297,434.67
Public Works	4,089,721.74	3,998,614.57	4,143,859.41	4,100,768.60
Heath and Human services	746,769.58	797,589.53	842,929.71	856,152.71
Cultural & Recreation	1,396,820.64	1,364,333.41	1,372,381.89	1,367,753.43
Debt	3,130,492.48	2,841,330.02	3,012,444.54	2,524,735.56
Employee Benefit	11,189,338.95	11,620,848.13	10,894,598.99	12,774,421.02
<b>Total Town Departments</b>	<b>30,727,605.27</b>	<b>31,022,093.86</b>	<b>30,742,735.76</b>	<b>32,588,349.37</b>
<b>Education</b>	<b>21,083,042.57</b>	<b>21,217,272.86</b>	<b>23,725,008.79</b>	<b>23,563,933.94</b>
<b>GENERAL FUND</b>	<b>51,810,647.84</b>	<b>52,239,366.72</b>	<b>54,467,744.55</b>	<b>56,152,283.31</b>



## Collection of December 29th, 30th and 31st

	2015	2016	2017	2018
December 29th	15,729.78	47,170.39	21,575.23	1,499,108.35
December 30th	32,116.40	48,582.09	108,152.67	179,479.53
December 31st	53,241.26	31,822.07	30,846.59	95,497.33

Total                    101,087.44                    127,574.55                    160,574.49                    1,774,085.21



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**ITEM TITLE:** Police Chief: Safety Committee Recommendations

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Safety Committee Recommendations	2/8/2018	Cover Memo
Oak St at Longfellow	2/8/2018	Cover Memo
Bunker Ln at Sylvester Rd	2/8/2018	Cover Memo
Cottage St	2/8/2018	Cover Memo



# TOWN OF NATICK

## SAFETY COMMITTEE RECOMMENDATIONS

POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER 30A, SECTIONS 23A-23C

### NATICK POLICE DEPARTMENT SAFETY COMMITTEE JULY 2017 – DECEMBER 2017

AGENDA ITEM	RECOMMENDATION	DATE
Request to install a Crosswalk on Oak Street at driveway of Longfellow Sports.	Committee VOTED to recommend to Board of Selectmen to install a crosswalk with MUTCD Double Backed High Visibility Pedestrian Crossing signs on Oak Street at Driveway of Longfellow Sports.	September 5, 2017
Request to erect MUTCD STOP bar, STOP Sign and stenciled STOP on Bunker Lane at Sylvester Road.	Committee VOTED to recommend to Board of Selectmen Committee to erect MUTCD approved STOP Bar, STOP Sign and stenciled STOP on Bunker Lane at Sylvester Road.	October 31, 2017
Request to erect "Hidden Driveway" sign in area of 14 Bunker Lane.	Committee VOTED to recommend to Board of Selectmen to erect a "Hidden Driveway" sign on Bunker Lane in a northerly direction from Sherborn, prior to #14 Bunker Lane.	October 31, 2017
Parking Restrictions in area of Tobin School.	Committee VOTED to recommend to Board of Selectmen to approve parking restrictions on both sides of Cottage Street from South Main Street to Sanctuary Boulevard. Signs to be placed strategically in areas specific to all approaches.	October 31, 2017





# Untitled Map

Write a description for your map.

## Legend

-  Feature 1
-  Feature 2
-  NATIONAL WILDLIFE REFUGE
-  School
-  Sojour Transportation

Google Earth

© 2018 Google

5.14 ft



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**ITEM TITLE:** Review of Fiscal Year 2019 Budgets  
**ITEM SUMMARY:** a. Police  
b. Fire

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Police & Fire	2/12/2018	Cover Memo





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**ITEM TITLE:** 2018 Spring Annual Town Meeting Articles: Articles 18 & 19

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Warrant	2/21/2018	Cover Memo
Article 18 Questionnaire	2/21/2018	Cover Memo
Article 18 Motion	2/21/2018	Cover Memo
Article 19 Questionnaire	2/21/2018	Cover Memo
Article 19 Motion	2/21/2018	Cover Memo

**WARRANT  
SPRING ANNUAL TOWN MEETING  
APRIL 10, 2018**

THE COMMONWEALTH OF THE MASSACHUSETTS

Middlesex, ss

To Any Constable of the Town of Natick in said County:  
Greeting:

In the name of the Commonwealth of Massachusetts you are required to notify the qualified Town Meeting Members of the said Town of Natick to meet in the Natick High School, Natick on **Tuesday Evening April 10, 2018 at 7:30 PM**, then and there to act on the following Articles:

- Article 1 Authorize Board of Selectmen to Acquire, Obtain, Abandon or Relocate Easements
- Article 2 Committee Article
- Article 3 Elected Officials Salary
- Article 4 Personnel Board Classification and Pay Plan
- Article 5 Collective Bargaining
- Article 6 Fiscal 2018 Omnibus Budget
- Article 7 Fiscal 2019 Omnibus Budget
- Article 8 Fiscal 2019 Morse Institute Library Budget
- Article 9 Fiscal 2019 Bacon Free Library Budget
- Article 10 School Bus Transportation Subsidy
- Article 11 One-to-One Technology Stabilization Funds
- Article 12 Revolving Funds
- Article 13 Capital Equipment
- Article 14 Capital Improvement
- Article 15 Capital Stabilization Fund
- Article 16 Operational/Rainy Day Stabilization Fund
- Article 17 Increase Personal Exemption Amounts
- Article 18 Amend By-Law Article 24 Regarding Procedure for Appointment of Police Chief
- Article 19 Amend By-Law Article 24 Regarding Procedure for Appointment of Fire Chief
- Article 20 Amend By-law Article 51: Alarm Systems
- Article 21 Amend By-law Article 72: Building Regulations
- Article 22 Amend By-law Article 76: Regulations regarding Historically Significant Buildings, etc.
- Article 23 Amend By-law Regulating Use of Motion for the Previous Question
- Article 24 Acquisition of Mechanic Street
- Article 25 North Main Street Right of Way Acquisition
- Article 26 Cochituate Rail Trail Right of Way Acquisition
- Article 27 Snow Clearing on Public Ways
- Article 28 4 Temple Street/Middlesex Path Easement
- Article 29 Amend Natick Zoning By-Laws: Inclusionary Affordable Housing Requirements
- Article 30 Amendments to the Town of Natick Zoning By-Law and Zoning Map
- Article 31 Amend Zoning By-Laws: Signage (Residential Zoning Districts)
- Article 32 Amend Zoning By-Laws: Signage (Street Addresses)
- Article 33 Amend Zoning By-Laws: Clarify Site Plan Review Process
- Article 34 Amend Zoning Bylaws: Assisted Living Overlay Option Plan
- Article 35 Amend Zoning By-Law to allow Indoor Amusement or Recreational Uses in Industrial Zoning Districts by Special Permit
- Article 36 Amend Natick Zoning Bylaws: Uses Allowed by Special Permit Only and Dimensional and Density Requirements in the Downtown Mixed Use (DM) District
- Article 37 Amend Registered Marijuana Dispensaries Bylaw 323.8
- Article 38 Limit Automatic 2.5% Increase in FY2019 Property Tax

**ARTICLE 1**  
**Authorize Board of Selectmen to Acquire, Obtain, Abandon or Relocate Easements**  
**(Town Administrator)**

To see if the Town will vote to authorize the Board of Selectmen, during Fiscal Year 2019, to acquire on behalf of the Town any and all easements for any of the following purposes: roads, sidewalks, vehicular and/or pedestrian access or passage, drainage and utilities, provided however that such authorization pertains only to easements acquired at no cost to the Town; and, further, to authorize the Board of Selectmen, subsequent to a public hearing, during Fiscal Year 2019 to abandon or relocate easements acquired for any of the foregoing purposes; or otherwise act thereon.

**ARTICLE 2**  
**Committee Article**  
**(Town Administrator)**

To see if the Town will vote to hear and discuss the reports of town officers, boards, and committees; or otherwise act thereon.

**ARTICLE 3**  
**Elected Officials Salary**  
**(Town Administrator)**

To see if the Town will vote to fix the salary and compensation of all elected officers of the Town of Natick for Fiscal Year 2019 (July 1, 2018 through June 30, 2019) as provided by Section 108 of Chapter 41 of the General Laws, as amended; or otherwise act thereon.

**ARTICLE 4**  
**Personnel Board Classification and Pay Plan**  
**(Town Administrator)**

To see if the Town, pursuant to the authority contained in Section 108A of Chapter 41 of the General Laws, will vote to amend the by-laws by adding to Article 24, Section 3, a new paragraph deleting certain position titles, adding new position titles and effecting changes in the salary ranges as presently established; or otherwise act thereon.

**ARTICLE 5**  
**Collective Bargaining**  
**(Town Administrator)**

To see if the Town will vote to raise and appropriate, or otherwise provide, the funds necessary to implement the Terms of Agreements reached between the Town and the following collective bargaining units:

- a) Deputy Fire Chiefs' Association, Local 1707 – Deputy Fire Chiefs
- b) International Association of Firefighters, AFL-CIO, Local 1707 - Firefighters
- c) New England Benevolent Association, AFL-CIO, Local 82 – Superior Officers
- d) Natick Patrol Officers Association - Patrol
- e) New England Police Benevolent Association, Inc. Local 182 - Dispatchers
- f) Massachusetts Laborer's Council Local 1116 Supervisors' & Administrators' Association - DPW Sup. & Admin.
- g) Massachusetts Laborer's Council Local 1116 - DPW Laborers
- h) Maintenance and Custodians Local 1116 of the Laborers International Union, AFL-CIO – Facilities Maintenance
- i) Public Employees Local Union 1116 of the Laborers' International Union of North America -Clerical
- j) Public Employees Local Union 1116 of the Laborers International Union of North America, AFL-CIO – Library

Or otherwise act thereon.

**ARTICLE 6**  
**Fiscal 2018 Omnibus Budget**  
**(Town Administrator)**

To determine what sum or sums of money the Town will appropriate and raise, or transfer from available funds, for the operation of the government of the Town of Natick, including debt and interest, during Fiscal Year 2018 (July 1, 2017 through June 30, 2018) and to provide for a reserve fund for Fiscal Year 2018, and to see what budgets for Fiscal 2018 will be reduced to offset said additional appropriations; or otherwise act thereon.

**ARTICLE 7**  
**Fiscal 2019 Omnibus Budget**  
**(Town Administrator)**

To determine what sum of money the Town will appropriate and raise, or transfer from available funds, for the operation of the government of the Town of Natick, including debt and interest during Fiscal Year 2019 (July 1, 2018 to June 30, 2019), and to provide for a reserve fund for Fiscal Year 2019; or to otherwise act thereon.

**ARTICLE 8**  
**Fiscal 2019 Morse Institute Library Budget**  
**(Town Administrator)**

To see what sum of money the Town will vote to raise and appropriate, or otherwise provide, for the maintenance and operation of the Morse Institute Library, for Fiscal Year 2019 (July 1, 2018 through June 30, 2019); or otherwise act thereon.

**ARTICLE 9**  
**Fiscal 2019 Bacon Free Library Budget**  
**(Town Administrator)**

To see what sum of money the Town will vote to raise and appropriate, or otherwise provide, for the maintenance and operation of the Bacon Free Library, for Fiscal Year 2019 (July 1, 2018 through June 30, 2019); or otherwise act thereon.

**ARTICLE 10**  
**School Bus Transportation Subsidy**  
**(Superintendent of Schools)**

To see if the Town will vote to appropriate and raise, or transfer from available funds, a sum of money for the purpose of operation and administration of the school bus transportation system, and to reduce or offset fees charged for students who elect to use the school bus transportation system for transportation to and from school, for Fiscal Year 2019 (July 1, 2018 through June 30, 2019); or otherwise act thereon.

**ARTICLE 11**  
**One-to-One Technology Stabilization Funds**  
**(Superintendent of Schools)**

To see if the Town will vote to appropriate a sum of money from available funds for the purpose of supplementing the One-to-One Technology Stabilization Fund for the purpose of funding the One-to-One Technology Program in the Natick Public School System, established under Article 31 of the warrant for Spring Annual Town Meeting of 2014, as authorized by Chapter 40, Section 5B of the General Laws, as amended or otherwise act thereon.

**ARTICLE 12**  
**Revolving Funds**  
**(Town Administrator)**

To see if the Town will vote on the limit on the total amount that may be expended from each revolving fund established pursuant to Chapter 44 section 53E ½ of the General Laws and Town by-law; or otherwise act thereon.

**ARTICLE 13**  
**Capital Equipment**  
**(Town Administrator)**

To see if the Town will vote to appropriate and raise, borrow or otherwise provide, a sum of money as may be required for capital equipment for the various departments of the Town of Natick; to determine whether this appropriation shall be raised by borrowing or otherwise; or otherwise act thereon.

**ARTICLE 14**  
**Capital Improvement**  
**(Town Administrator)**

To see if the Town will vote to appropriate and raise, borrow or otherwise provide, a sum of money to implement a Capital Improvement Program, to protect the physical infrastructure of the Town of Natick, to add new physical infrastructure, or to improve community assets; and, further, to determine whether this appropriation shall be raised by borrowing or otherwise; or to otherwise act thereon.

**ARTICLE 15**  
**Capital Stabilization Fund**  
**(Town Administrator)**

To see if the Town will vote to appropriate a sum of money from available funds for the purpose of supplementing the Capital Stabilization Fund established under Article 2 of the warrant for Fall Annual Town Meeting of 2010, as authorized by Chapter 40, Section 5B of the General Laws, as amended; or otherwise act thereon.

**ARTICLE 16**  
**Operational/Rainy Day Stabilization Fund**  
**(Town Administrator)**

To see if the Town will vote to appropriate a sum of money from available funds for the purpose of supplementing the Operational Stabilization Fund established by vote of the 2011 Spring Annual Town Meeting under Article 4, as authorized by Chapter 40, Section 5B of the General Laws, as amended; or otherwise act thereon.

**ARTICLE 17**  
**Increase Personal Exemption Amounts**  
**(Board of Assessors)**

To see if the Town will vote to increase the Personal Exemption Amounts by 55.0% under the provisions of Chapter 73 of the Acts of 1986 as amended by Chapter 126 of the Acts of 1988 which provides for "Optional Additional Property Tax Exemptions" allowing an annually determined, uniform increase in the amount of exemption in General Laws, Chapter 59 Section 5 Clauses 17D, 22, 22A, 22B, 22C, 22E, 37A, and 41C (elderly person, disabled veteran, or blind person); or otherwise act thereon.

**ARTICLE 18**  
**Amend By-Law Article 24 Regarding Procedure for Appointment of Police Chief**  
**(Board of Selectmen)**

To see if the Town will vote to amend the By-Laws, specifically Article 24, Section 14.2 therein to allow the Board of Selectmen to extend the time frame within which the Police Chief Screening Committee must submit candidates to the Board of Selectmen, and/or extend the time frame within which the Board of Selectmen must appoint a Police Chief; or otherwise act thereon.

#### **ARTICLE 19**

#### **Amend By-Law Article 24 Regarding Procedure for Appointment of Fire Chief (Board of Selectmen)**

To see if the Town will vote to amend the By-Laws, specifically Article 24, Section 152 therein to allow the Board of Selectmen to extend the time frame within which the Fire Chief Screening Committee must submit candidates to the Board of Selectmen, and/or extend the time frame within which the Board of Selectmen must appoint a Fire Chief; or otherwise act thereon.

#### **ARTICLE 20**

#### **Amend By-Law Article 51: Alarm Systems (Charter & By-law Review Committee)**

To see whether the Town will vote to amend Article 51 of the Town of Natick By-laws as follows:

1. In Section 1, paragraph b:
  - a. Add the words “or vehicle” after the words “whose premises” in the first sentence; and
  - b. Delete the words “except for alarm systems on motor vehicles” at the end of the first sentence; and
  - c. Add the words “or vehicle” after the words “the premises” in the second sentence; and
  - d. Add the words “or vehicle” after the words “the premises” in the third sentence”;

so that Section 1, paragraph b shall read:

“The term "Alarm User" or "User" means any person on whose premises or vehicle an alarm system is maintained within the town. Excluded from this definition and from the coverage of this by-law are central station personnel and persons who use alarm systems to alert or signal persons within the premises or vehicle in which the alarm system is located of an attempted unauthorized intrusion or holdup attempt. If such a system, however, employs an audible signal emitting sounds or a flashing light or beacon designed to signal persons outside the premises or vehicle, such system shall be within the definition of "alarm system," as that term is used by this by-law, and shall be subject to this by-law.”;

and

2. Replace Section 1, paragraph g with the word “deleted”; and
3. In Section 6, paragraph a:
  - a. Add the words “, with the exception of motor vehicle alarm users,” after the first words “Every alarm user” in the first sentence; and
  - b. Add the word “, addresses,” after the word “names” and before the words “telephone numbers” in the first sentence;

so that Section 6, paragraph a shall read:

“Every alarm user, with the exception of motor vehicle alarm users, shall submit to the Police Chief and the alarm company who maintains the system at the police communications console the names, addresses, and telephone numbers of at least two other persons who can be reached at any time, day or night, and who are authorized to respond to an emergency signal transmitted by an alarm system, and who can open the premises wherein the alarm system is installed. The names,

- addresses and telephone numbers of the responders must be kept current at all times by the alarm user and the alarm company.”; and
4. Replace Section 6, paragraph b with the word “deleted”; and
  5. In Section 7, delete the first and last sentences, so that Section 7 shall read:  
“Permission is not required to test or demonstrate alarm devices not transmitting emergency messages directly to the police department.”;

or otherwise act thereon.

**ARTICLE 21**  
**Amend By-law Article 72: Building Regulations**  
**(Charter & By-law Review Committee)**

To see whether the Town will vote to amend Article 72 of the Town of Natick By-laws as follows:

1. Change the title of Section 5 to “Height Requirements at Intersections, including Driveways”; and
2. In the first paragraph of Section 5, replace the word “streets” with the words “public ways”; and
3. Add the sentence “No fence, shrubbery or other object located within fifteen (15) feet of the intersection of a public way and a driveway shall be maintained more than three (3) feet above the street grade measured at said intersection.” as the second paragraph of Section 5;

so that Section 5 shall read:

“Section 5 Height Requirements at Intersections, including Driveways

In any lot which abuts an intersection of two or more public ways, no fence, shrubbery or other object which is located within fifteen (15) feet of such an intersection, shall be maintained more than three (3) feet above the street grade measured at said intersection.

No fence, shrubbery or other object located within fifteen (15) feet of the intersection of a public way and a driveway shall be maintained more than three (3) feet above the street grade measured at said intersection.”;

or otherwise act thereon.

**ARTICLE 22**  
**Amend By-law Article 76: Regulations regarding Historically Significant Buildings, etc.**  
**(Charter & By-law Review Committee)**

To see whether the Town will vote to amend Article 76 of the Town of Natick By-laws as follows:

1. In Section 2, sub-section F:
  - a. After the words “which is” in the first sentence, delete the word “(1)” and insert the words “in whole or in part fifty (50) years old or older and which has been determined by the Commission or its designee to be significant based on any of the following: (1) it is”; and
  - b. Add the word “it” after the word “(2) in the first sentence;

so that Section 2, sub-section F shall read:

“Historically Significant Building or Structure: Any regulated building or structure which is in whole or in part fifty (50) years old or older and which has been determined by the Commission or its designee to be significant based on any

of the following: (1) it is associated with one or more historic persons or events or with the architectural, cultural, economic, political or social history of the Town of Natick, the Commonwealth of Massachusetts, and/or the United States of America; or (2) it is historically or architecturally important by reason of type, period, style and method of building construction, or represents the work of a particular architect or builder, either by itself or in the context of a group of buildings or structures.”; and

2. Add a new sub-section H to Section 2:  
“Preferably Preserved: Any Historically Significant Building or Structure which the Commission determines, following a public hearing, that it is in the public interest to be preserved rather than demolished, altered or relocated. A Preferably Preserved Building or Structure is subject to the six-month demolition delay period of this by-law.”; and
3. In Section 3, sub-section B, delete the sentence “Further nominations to said inventory shall occur only after notice to the assessed owner of the building or structure and a public hearing on said proposed nomination.”;

or otherwise act thereon.

**ARTICLE 23**  
**Amend By-law Regulating Use of Motion for the Previous Question**  
**(Paul Connolly et al)**

To see if the Town will vote to amend the rule related to use of the motion for the previous question at Town Meeting which supposedly is intended to insure sufficient discussion before voting but too often is being used by a few to unreasonably extend repetitious discussion when most at Town Meeting wish to proceed with the vote; and, specifically, to amend the Town of Natick By-Laws, Article 3, Section 11 Motion for the Previous Question as follows:

Delete the existing paragraph:

The motion for the previous question shall not be entertained by the Moderator if three or more persons are seeking recognition who have not previously spoken to the question.

Insert the following two paragraphs:

The motion for the previous question is a subsidiary motion used to request the Moderator to stop debate on the immediately pending motion and proceed with the vote on that motion.

The motion for the previous question is not in order when there has been insufficient opportunity, as determined by the Moderator, for persons to ask questions and obtain information pertaining to the immediately pending motion; or when use of the motion could effectively result in never even considering amendments or other subsidiary motions that the Moderator expects to be introduced.

**ARTICLE 24**  
**Acquisition of Mechanic Street**  
**(Board of Selectmen)**

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise, for transportation purposes, permanent easement in that portion of Mechanic Street which is located within the parcel as shown on Town of Natick Assessors’ Map 35 Parcel 43, including up to 33.04 feet of an existing utility easement on the northern boundary of said parcel; said property is shown on a plan on file in the Community and Economic Development Office, and further, to see what sum of money the Town will vote to appropriate and raise, borrow, or otherwise provide for the purposes of this article; and, further, to authorize the Board of Selectmen and other applicable boards, commissions, and personnel to apply for and receive grants or gifts for the purposes of this article and to take all action necessary or appropriate to accomplish the purposes of this article; or otherwise act thereon.

**ARTICLE 25**  
**North Main Street Right of Way Acquisition**  
**(Town Administrator)**

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, taking by eminent domain, or otherwise, to accept a deed or deeds to the Town of fee simple, easements or other interests in any land, and to dedicate all or portions of Town owned parcels of land, necessary for the construction of the North Main Street roadway improvements project located on North Main Street (Route 27) from the Town Center to the Wayland town line, as shown and identified on a set of plans entitled “ Massachusetts Department of Transportation Highway Division, Roadway Improvements Project, North Main Street (Route 27), In The Town of Natick In Middlesex County, Preliminary Right of Way Plans” dated March 20, 2017, prepared by BETA Group, Inc., as revised or amended. Further, to see what sum of money the Town will vote to raise and appropriate, borrow or transfer from available funds, to fund said purchase or takings along with all legal and appraisal costs associated with the obtaining any interests in land necessary for the construction of the North Main Street roadway improvements project;

Or otherwise act thereon.

**ARTICLE 26**  
**Cochituate Rail Trail Right of Way Acquisition**  
**(Town Administrator)**

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, taking by eminent domain, or otherwise, to accept a deed or deeds to the Town of fee simple, easements or other interests in any land, and to dedicate all or portions of Town owned parcels of land, necessary for the construction of the Cochituate Rail Trail project and located on Commonwealth Road (Route 30), Superior Drive, Speen Street and Worcester Street (Route 9) as shown and identified on a set of plans entitled “ Massachusetts Department of Transportation Highway Division, Cochituate Rail Trail, In The City/Town of Natick and Framingham, Middlesex County, Preliminary Right Of Way” dated November 27, 2017, prepared by BETA Group, Inc., as revised or amended. Further, to see what sum of money the Town will vote to raise and appropriate, borrow or transfer from available funds, to fund said purchase or takings along with all legal and appraisal costs associated with obtaining any interests in land necessary for the construction of the Cochituate Rail Trail project;

Or otherwise act thereon.

**ARTICLE 27**  
**Snow Clearing on Public Ways**  
**(Board of Selectmen)**

To see if the Town will vote to amend the Town of Natick By Laws by changing the fine in Article 50, Section 18, subsection a, and by changing Article 50, Section 18, subsection b by removing the text “after it has been plowed.” and inserting the text “, nor deposit snow so as to impede snow removal operations, without the authority of the Town Administrator or his designee.”, or otherwise act thereon.

**ARTICLE 28**  
**4 Temple Street/Middlesex Path Easement**  
**(Anthony Tavilla et al)**

To see if the Town will vote to grant an easement to the property owners at Four Temple Street, Natick for the purpose of connecting into sewer located on Middlesex Path which abuts Four Temple Street lot or any other action relative thereto.

**ARTICLE 29**  
**Amend Natick Zoning By-Laws: Inclusionary Affordable Housing Requirements**

**(Planning Board)**

To see if the Town will vote to amend the Natick Zoning Bylaws with regard to promoting Affordability in the town's housing stock and enabling and permitting the construction or development of Affordable Housing, as provided for in MGL c. 40B and defined in 760 CMR 56, by:

- (a) Amend, modify, or add to Section 200 – Definitions, including without limitation defining any aspect of the provision(s) of affordable housing, affordable housing requirements, and/or provisions for housing that meets the Commonwealth's standards for inclusion on the Town's Subsidized Housing Inventory (SHI) (as defined in 760 CMR 56); and
- (b) Replace, eliminate, or modify the following sections (including without limitations subsections, footnotes, ) within the Natick Zoning Bylaw that relate to minimum affordable housing requirements, affordability requirements, affordable housing provisions, and/or other affordable provisions/requirements (whether local or related to the Commonwealth's requirements for inclusion in the Subsidized Housing Inventory):
  - ‡ Section III-A.2 - Use Regulations Schedule
  - ‡ Section III-A.6.A - Inclusionary Housing Option Program (IHOP)
  - ‡ Section III-A.6.B – Housing Overlay Option Plan (HOOP)
  - ‡ Section III-D – Use Regulations for LC Districts
  - ‡ Section III.E – Downtown Mixed Use District
  - ‡ Section III-F – Cluster Development Allowed in Certain Districts:
    - i. 1.F – Town House Cluster Development
    - ii. 2.F – Single-Family Town House Cluster Development
    - iii. 3.F – Single-family Town House Cluster Development (RSC District)
    - iv. 4.F – Cluster Development – AP and PCD Districts
    - v. 5.F – Comprehensive Cluster Development Option
  - ‡ Section III-I.1 – Assisted Living Residences
  - ‡ Section III-I.2 – Independent Senior Living Overlay Option Plan (ISLOOP)
  - ‡ Section III-J – Historic Preservation
  - ‡ Section 320 – Highway Overlay Districts

with a new Section V-J – Inclusionary Affordable Housing Requirements, or as otherwise designated, which address the following topics:

- Purpose and Intent to encourage the development of affordable housing
- Applicability of mandatory provisions of affordable units
- Affordable housing unit requirements (on site and off site)
- Special permit requirements
- Provision of buildable land and/or fees-in-lieu of affordable unit requirements
- Maximum income and sale price provisions
- Preservation of affordability and restrictions on resale of units;

or otherwise act thereon.

**ARTICLE 30**  
**Amendments to the Town of Natick Zoning By-Law and Zoning Map**  
**(Planning Board)**

To see if the Town will vote to:

Amend the Town of Natick Zoning Map, as referenced in the Town of Natick Zoning By-Law under Section II-B Location of Districts (Zones) subsection 1, as follows:

- Extend, add, and/or amend the Downtown Mixed Use (DM) district to include the entirety of the following properties: Town of Natick Assessors' Map 43, Lots 412, 415, 416, and 417; and/or,
- Extend, add, and/or amend the HOOP II Overlay District to the following properties: Town of Natick Assessors' Map 43, Lots 412, 415, 416, and 417; and/or,
- Extend, add, and/or amend the HOOP II Overlay District to the following properties: Town of Natick Assessors' Map 35, Lots 105, 105A, 106, 107, 108, and 109;

or otherwise act thereon.

**ARTICLE 31**  
**Amend Zoning By-Laws: Signage (Residential Zoning Districts)**  
**(Planning Board)**

To see if the Town will vote to amend the Town of Natick Zoning Bylaws by modifying Section V-H (Signs and Advertising Devices) and Section 200 (Definitions) to provide regulation of signage in Residential Zoning Districts for uses that are permitted as of right, by special permit, or exempted in MGL Chapter 40A, Section 3 from certain zoning restrictions.

Or otherwise act thereon.

**ARTICLE 32**  
**Amend Zoning By-Laws: Signage (Street Addresses)**  
**(Planning Board)**

To see if the Town will vote to amend the Town of Natick Zoning Bylaws by modifying Section V-H (Signs and Advertising Devices) as follows:

In Section V-H, Section C (Regulations Applicable to All Areas)

Add a new subsection 7, to read

*“7. Street Address*

*Unless specifically waived by the SPGA, any standing sign shall include at the top of the sign the street number or address in letters not less than six (6) inches high. Such area shall not count against the maximum sign size as defined elsewhere in this Bylaw.”*

Renumber the current subsection 7 as subsection 8, to read

*“8. Term*

*Special permits issued under Section V-H shall have a term of not more than seven years.”*

or otherwise act thereon.

**ARTICLE 33**  
**Amend Zoning By-Laws: Clarify Site Plan Review Process**  
**(Planning Board)**

**Amend Zoning Bylaw to Clarify Site Plan Review Process**

To see if the Town will vote to amend the Town of Natick Zoning Bylaws Site Plan Review provisions for parks, trails, roads, driveways, and parking areas, by modifying Section VI-DD Section 2.B (Site Plan Review Applicability and SPGA Designation) subsection (e) as follows:

Delete the phrase **“referred to in this Section VI-DD – 2”** and

Update the citation of the section so that Section 2.B (e) reads

*“e) Where Site Plan Review is not otherwise required by the provisions of Section VI DD, in all zoning districts the construction of parks, trails, roads, driveways and parking areas shall be subject to the Site Plan Review procedure described herein to be administered by the Planning Board as the SPGA. This section VI-DD-2.B(e) shall not remove the exclusions created by Section VI-DD 2.B(c).”*

or otherwise act thereon.

**ARTICLE 34**  
**Amend Zoning Bylaws: Assisted Living Overlay Option Plan**  
**(James M. Williamson et al)**

**Motion A: (Requires two thirds vote)**

**Moved To amend the Town of Natick Zoning by:**

Inserting in **SECTION II – USE DISTRICTS, II-A TYPES OF USE DISTRICTS**, a new overlay district as follows:

**“Assisted Living Overlay Option Plan” “ALOOP”**

And; following SECTION III-I.2: Independent Senior Living Overlay Option Plan, inserting a new section, **Section III-I.3: Assisted Living Overlay Option Plan**, as follows:

**2.1. Purpose** The purpose of the ALOOP is to provide for the creation of Assisted Living Residences (ALRs) as defined in and in compliance with the rules, regulations and requirements of MGL c. 19D and 651 CMR 12.00. Accordingly, ALRs in Natick’s ALOOP districts shall comply with the Executive Office of Elder Affairs (EOEA) guidance: that ALRs are an important part of the spectrum of living alternatives for the elderly in the Commonwealth; that they should be operated and regulated as residential environments with supportive services and not as medical or nursing facilities; and that they should support the goal of aging in place through services, available either directly or through contract or agreement, to compensate for the physical or cognitive impairment of the individual while maximizing his or her dignity and independence. ALOOP Overlay Zoning will enhance the Town of Natick’s ability to improve the quality of life for its growing senior population in an ALR environment that fosters interdependence, community access, and resident empowerment. As such, ALOOP districts should have access to public transportation, the Community-Senior Center, emergency services, public parks and walking trails, cultural, educational, and recreational opportunities, and other community service and involvement opportunities.

**2.2. Applicability and Eligibility**

The provisions of this Section III-I.3 may be utilized on any land located within the ALOOP districts, subject to the requirements and standards set forth in this section.

All regulations of the underlying zoning districts shall apply within the ALOOP districts, except to the extent that they are specifically modified or supplemented by regulations set forth in this Section III-I.3. Where the requirements and standards within the ALOOP district, as set forth in this Section, differ from or conflict with applicable requirements and standards set forth elsewhere in this By-Law, the requirements and standards established for the ALOOP district shall control.

ALRs shall be allowed by Special Permit in the ALOOP.

**2.3 Net Usable Land Area**

Net Usable Land Area as used herein shall mean the area within the parcel to be used for the ALR Development in accordance with this Section remaining after subtracting the areas of any bodies of water, wetland, or land lying within the 100 year flood elevation from the gross area of the parcel to be used for ALRs. The flood plain and wetlands maps and aerial surveys adopted as official maps by the Planning Board from time to time shall be used to determine areas of water, 100-year flood plain elevations, and wetland boundaries. Notwithstanding the foregoing, the Net Usable Land Area shall not exceed 80% of the overall parcel size inclusive of the areas of any bodies of water, wetlands, or land lying within the 100-year flood elevation. For the purposes of calculating Net Usable Land Area and notwithstanding any provision of law to the contrary, wetlands shall not include any area that was created or converted into a wetland by human activity including without limitation Federal, State, or Municipal improvements.

**2.4 Waivers & Modifications**

The SPGA is authorized to grant modifications and/or waivers from strict compliance with the provisions of this ALOOP in connection with Site Plan Review and/or Special Permits subject to the permissions, criteria, limitations, restrictions, and prohibitions of Section V-E of the Zoning Bylaw.

## 2.5 Intensity Regulations for the ALOOP Districts

<b>Maximum Unit Density:</b>	The number of units allowed in an ALOOP shall be equal to the Net Useable Land Area divided by 1,600 rounded to the nearest whole number.
<b>Minimum lot area</b>	100,000 square feet
<b>Minimum frontage</b>	two times the frontage required in the underlying zoning district
<b>Maximum front yard setback</b>	40 feet
<b>Minimum side-yard setback</b>	two times the setback required in the underlying zoning district
<b>Minimum rear-yard setback</b>	two times the setback required in the underlying zoning district
<b>Minimum lot depth</b>	two times the depth required in the underlying zoning district
<b>Maximum building height</b>	3 stories or 35 feet
<b>Minimum Open Space</b>	35% of land area exclusive of any permanent body of water but inclusive of wetlands.

**2.6 Standards** The SPGA may grant a Special Permit and approval under Site Plan Review under the procedures and criteria established in MGL 40A, Section VI-EE Planning Board as Special Permit Granting Authority and Section VI-DD Site Plan Review sections of this Bylaw, and the following standards and requirements.

1. The ALR shall provide residences (living units) of no more than two bedrooms each exclusively to meet the needs of seniors and the elderly who reside therein.
2. Such facility may include common areas and community dining facilities. Such facility may also provide accessory personal care services, assistance with activities of daily living, and other related programs and services. These accessory uses shall be for residents, their guests and staff only and may include, but are not strictly limited to, meal care services, beauty salon, sundry shop, and banking and recreational facilities. Space designated for accessory uses may not exceed ten (10) percent of total floor area.
3. The SPGA, in order to approve the special permit application, must find that the overall impact of the facility will not substantially derogate from the cumulative impact associated with other uses allowed as a matter of right or by special permit within the zoning district. In addition, the SPGA, in order to approve the site plan review application, must find that: i) all noise, smoke, dust, odor, vibration and similar objectionable features are confined to the premises, ii) mechanical equipment (including equipment and containers such as, but not limited to, waste disposal, recycling and energy generation) is screened, if necessary, in a manner to shield visual impacts; iii) lighting is shielded in a manner consistent with Section V-I of this By-Law to reduce light trespass onto abutting properties or waterways; iv) paint colors and tones of materials be muted and not create visual distraction; v) design standards be consistent with a) the general neighborhood, b) prevalent streetscape, c) nearby historic districts, if any, within 300 feet of the property, and sighting shall reduce disruption of the topography of the neighborhood and d) barrier free design criteria; vi) buffers of native evergreen trees and other plants shall be planted, maintained and replaced when necessary to screen the facility from adjacent residential buildings; vii) parking, access and buffers are placed in a manner to separate or to screen parking areas from abutting properties to prevent imposition on or use of parking on abutting properties; viii) all utilities, wire, and cable service are placed underground.

**2.7 Affordability Requirements:** Unless a determination has been made satisfactory to the SPGA that the living units of the ALR do not affect the Town's Subsidized Housing Inventory (SHI) as maintained by the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD), the Applicant shall make provisions for affordable housing

by providing that ten (10) percent of all dwelling units, rounded to the next highest whole unit number, within an ALOOP shall be Affordable Housing units.

**2.8 Procedures.** In addition to the process set forth in Sections VI-DD and VI-EE, the following procedures are to be followed in obtaining approval for an ALR:

1. Pre-application: The Applicant is encouraged to meet with the Director of Community and Economic Development and the SPGA prior to the preparation of a formal application, for general discussion of the project to be proposed.
2. Formal application: The Applicant shall submit a plan for the overall development, including a final site plan showing the final completed development in all phases as contemplated on the site at the time of application, regardless of the number of phases in which it may be constructed. Said application shall include, at a minimum, a completely designed first phase of development. The application shall be filed in the name of the Applicant. The Applicant must either own or submit authorization in writing to act for all of the owners of the ALOOP parcel prior to submitting a formal application. The application for a special permit shall be filed by the Applicant with the Town Clerk and a copy of said application, including the date and time of filing certified by the Town Clerk, shall be filed by the applicant with the SPGA.
3. Further procedures: Once a special permit is issued, no changes to the final site plan, exclusive of minor modifications as determined by the SPGA, shall be made without applying for a modification of such special permit.

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**Motion B: (Requires two-thirds vote)**

Moved: To amend the Town of Natick Zoning By laws as follows:

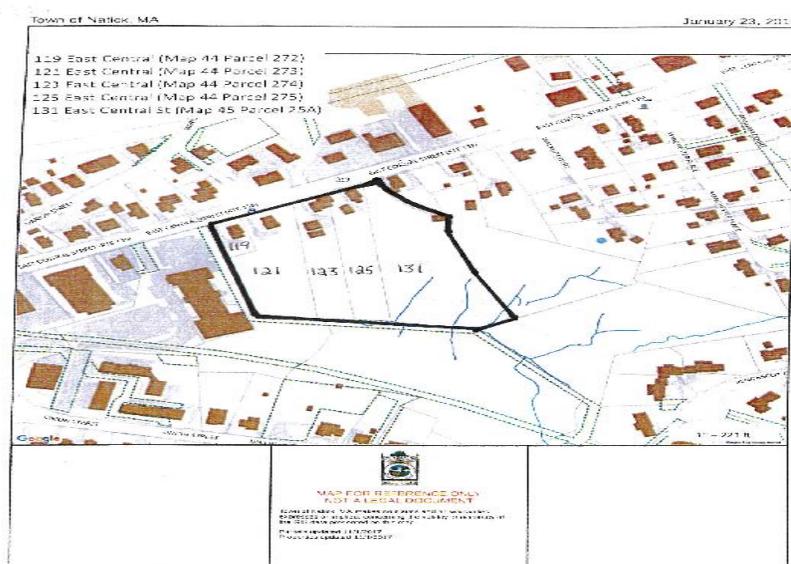
by inserting in the list in **Section VI-DD 2.A Special Permits** a) after the words “Independent Senior Living Overlay Option Plan ISLOOP” the following words: **“Assisted Living Overlay Option Plan ALOOP”**

and further by inserting in the list in **Section VI-DD-2B. Site Plan Review Applicability and SPGA Designation** a) after the words “Independent Senior Living Overlay Option Plan ISLOOP” the following words: **“Assisted Living Overlay Option Plan ALOOP”**

**Motion C: (Requires two-thirds vote)**

Moved: To amend the Town of Natick Zoning Map as follows:

By including an “Assisted Living Overlay Option Plan” overlay district on the land known as 119, 121, 123, 125, and 131 East Central Street; also known as assessors parcels Map 44 Parcels 272, 273, 274, and 275 and Map 45 Parcel 25A.



**ARTICLE 35**  
**Amend Zoning By-Law to allow Indoor Amusement or Recreational Uses in Industrial Zoning Districts by Special Permit**  
**(George Richards et al)**

“To see what action(s) the town will take to amend the Zoning By Law to allow Indoor Amusement or Recreational Uses (Use # 12 in Section III-A.2 of the Zoning By-Law) by special permit in some or all of the existing Industrial zoning districts, including but not limited to the following:

- 1) Whether to limit Use #12 by special permit to Industrial I and II zoning districts or only allow the use by special permit only in Industrial I zoning districts and/or
- 2) Whether to limit Use #12 by special permit to only one specific Industrial I zoned area, namely in the so-called “East Natick Industrial Park” on the east side of Oak Street , specifically including the following parcels (and including any further subdivision of these parcels) as identified on the Town’s Assessors Maps: Map 8, Lots 41A, 41B, 41C, 41E, 41G, 41H, 41FA, 41FB, 41FBB, 42, 42A, 42B, 42C, 42D, 42E, 42F and 43; Map 9, Lots 2A, 2B, 2C, 2D, 2E, 2EA, 2F, 2G, 2J, 2K, 2L, 2M, 2N, 28, 28A and 28B; Map 14, Lots 76, 76A, 77A and 77B; and Map 15, Lots 105A, 105B and 105C, whether by way of an overlay district, by footnote in the Use Regulation Schedule or elsewhere in the Zoning By-Law

or otherwise act thereon.”

**ARTICLE 36**  
**Amend Natick Zoning Bylaws: Uses Allowed by Special Permit Only and Dimensional and Density Requirements in the Downtown Mixed Use (DM) District**  
**(Charles R. Young et al)**

To see if the Town will vote to amend the Natick Zoning By-law, Section III.E DOWNTOWN MIXED USE DISTRICT as follows:

- (a) Amend Section III.E.2.b.1 USES ALLOWED BY SPECIAL PERMIT ONLY, by deleting subparagraph (iii) and the paragraph immediately thereafter beginning with the words, “The portion of...” and ending with the words, “...residential units”.
- (b) Amend Section III.E.3 DIMENSIONAL AND DENSITY REQUIREMENTS by adding at the end thereof the following new paragraph (g):

“(g) MINIMUM LOT AREA PER UNIT: Multi-family dwellings allowed by special permit shall have at least (600) hundred square feet of lot area per dwelling unit.

Or take any other action relative thereto.

**ARTICLE 37**  
**Amend Registered Marijuana Dispensaries Bylaw 323.8**  
**(Tara Hopper Zeltner et al)**

Move to amend the Town of Natick Zoning By Laws as follows:

by inserting the following language in Section 323.8.4.1 after the words “may be allowed in the RC District”: “or on a parcel of land located at 2-6 Worcester Street, Assessors Map 21, Lot 1”

So that the new Section 323.8.4.1 reads as follows:

“323.8.4.1 Registered Marijuana Dispensaries, other than agricultural operations meeting the requirements for an exemption under Chapter 40A, Section 3 of the Massachusetts General Laws, may be allowed in the RC District or on a parcel of land located at 2-6 Worcester Street,

Assessors Map 21, Lot 1 by special permit issued by the Planning Board provided that the Registered Marijuana Dispensary meets the requirements of this Section 323.8.”

And by inserting the following language in Section 323.8.4.8 after the words “Town of Natick boundary line,”: “exempting the boundary line of the Town of Natick and Town of Wellesley,”

And by inserting the following language in the same Section 323.8.4.8 after the words “or a residential zoning district boundary line”: “or if not located at such a distance, it is determined by the Planning Board to be sufficiently buffered from such facilities such that the residences will not be adversely impacted by the operation of the Registered Marijuana Dispensary.”

So that the new Section 323.8.4.8 reads as follows:

“323.8.4.8 No Registered Marijuana Dispensary shall be located on a lot which is located within three hundred (300) feet of a Town of Natick boundary line, exempting the boundary line of the Town of Natick and Town of Wellesley, or a residential zoning district boundary line or if not located at such a distance, it is determined by the Planning Board to be sufficiently buffered from such facilities such that the residences will not be adversely impacted by the operation of the Registered Marijuana Dispensary.”

**ARTICLE 38**  
**Limit Automatic 2.5% Increase in FY2019 Property Tax**  
**(Paul E. Connolly et al)**

To see if the Town will transfer a sum of money, not to exceed \$2,500,000, from Free Cash to be used by the Board of Assessors to reduce the tax levy for Fiscal Year 2019 (July 1, 2018 through June 30, 2019), or otherwise act thereon.

You are directed to serve this Warrant by causing an attested copy of said Warrant to be posted in the Post Office in said Natick, and at the following public places in said Natick, to wit: Precinct 1; Reliable Cleaners, 214 West Central Street; Precinct 2, Cole Recreation Center, 179 Boden Lane; Precinct 3, Kennedy Middle School, 165 Mill St.; Precinct 4, Lola’s, 9 Main Street Precinct 5, Wilson Middle School, 22 Rutledge Road; Precinct 6, East Natick Fire Station, 2 Rhode Island Avenue; Precinct 7, Lilja Elementary School, 41 Bacon Street; Precinct 8, Natick High School, 15 West Street; Precinct 9: Community-Senior Center, 117 East Central Street and Precinct 10, Memorial Elementary School, 107 Eliot Street.

Above locations being at least one public place in each Precinct, in the Town of Natick, and also posted in the Natick U.S. Post Office, Town Hall, Bacon Free Library and Morse Institute Library seven days at least before April 10, 2018; also by causing the titles of the articles on the Warrant for the 2018 Spring Annual Town Meeting to be published once in the Newspaper called "The Metrowest Daily News," with notice of availability of an attested copy of said Warrant, said Newspaper published in the Town of Natick and said publication to be February 16, 2018.

Hereof fail not and make due return of this Warrant with your doings thereon to the Town Clerk at or before the time appointed for holding said meeting.

Given under our hands this 12th day of February, 2018.

***Board of Selectmen for the Town of Natick***

\_\_\_\_\_  
Jonathan Freedman  
Chair

\_\_\_\_\_  
Susan G. Salamoff  
Vice Chair

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

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

\_\_\_\_\_  
Michael J. Hickey, Jr.  
Member

Certified copies of the Warrant are available at the Office of the Town Clerk, Natick Town Hall, 13 East Central St., Natick, MA between the hours of 8:00 a.m. – 5:00 p.m., Monday through Wednesday; 8:00 a.m.- 7:00 p.m. on Thursday and 8:00 a.m.-12:30 p.m. Friday; the Warrant may also be accessed from the Town web site [www.natickma.gov](http://www.natickma.gov).

Warrant Article Questionnaire  
Non Standard Town Agency Articles

**Section III – Questions with Response Boxes – To Be Completed By Petition Sponsor**

Article # 18	Date Form Completed: 2/15/2017
Article Title: Amend By-Law Article 24 Regarding Procedure for Appointment of Police Chief	
Sponsor Name: Board of Selectmen	Email: selectmen@natickma.org

Question	Question
1	Provide the article motion exactly as it will appear in the Finance Committee Recommendation Book and presented to Town Meeting for action.
Response	See attached DRAFT motion. Note that this Article received a Favorable recommendation by the Board of Selectmen at their meeting of February 12. The final motion that they approve will be sent the week of February 19 <sup>th</sup> .
2	At a summary level and very clearly, what is the proposed purpose and objective of this Warrant Article and the accompanying Motion?
Response	Members of the Board of Selectmen believe that there should be some flexibility built into the timelines associated with the Police Chief screening and selection processes.
3	Has this article or one of a very similar scope and substance been on a previous Warrant Article and what has been the actions taken by Finance Committee, other Boards or Committees and Town Meeting?
Response	Yes. Article 22 of 2017 FTM pertaining to the Town Administrator Appointment/ Screening Committee Process received a favorable action vote by town meeting giving the Board of Selectmen authority to extend the screening committee process for up to 30 days and/or the Board of Selectmen selection process by 30 days.
4	Why is it required for the Town of Natick and for the Town Agency sponsor(s)?
Response	The proposed By-Law amendments are not required, per se, but are advisable to ensure that the search and selection processes do not exceed stipulated timelines and therefore result in a violation of the By-Law. During the screening committee's work, a major weather event could cause cancellation of interviews, and rescheduling candidates, committee members, and consulting team could result in substantial delay. During the recently completed Fire Chief Screening Committee process out of town work and the holiday season prevented some screening committee members from observing the assessment center activities, and/or vote his or her selection. Once 3-5 finalist names have been submitted to Selectmen, they have only 30 days to select the Fire Chief. This may well

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	be inadequate if members wish to conduct site visits to candidates' current places of employment, interview candidates one-on-one, and otherwise thoroughly evaluate each candidate. During the recent Fire Chief Screening process, several screening committee members were not available to comment on the candidates strength and weaknesses to individual Selectmen due to out of town holiday season plans and/or work schedules.
5	Does this article require funding, how much, from what source of funds and under whose authority will the appropriation be managed and spent?
Response	No funding required
6	Does this article act in any way in concert with, in support of, or to extend any prior action of Natick Town Meeting, Massachusetts General Laws or CMR's or other such legislation or actions?  Does this article seek to amend, rescind or otherwise change any prior action of Natick Town Meeting?
Response	Yes, in that this article proposes to amend the By-Laws.
7	How does the proposed motion (and implementation) fit with the relevant Town Bylaws, financial and capital plan, comprehensive Master Plan, and community values as well as relevant state laws and regulations?
Response	If the proposed motion is approved, it would result in an amendment to the By-Laws.
8	Who are the critical participants in executing the effort envisioned by the article motion?
Response	Approval of this proposed By-Law amendment would not result in needed action or effort.
9	What steps and communication has the sponsor attempted to assure that: <ul style="list-style-type: none"> <li>• Interested parties were notified in a timely way and had a chance to participate in the process</li> <li>• Appropriate Town Boards &amp; Committees were consulted</li> <li>• Required public hearings were held</li> </ul>
Response	The proposal really only affects the Board of Selectmen and any future Police Chief Screening Committee.
10	Since submitting the article have you identified issues that weren't initially considered in

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	the development of the proposal?
Response	No
<b>11</b>	If this Warrant Article is not approved by Town Meeting what are the consequences to the Town and to the sponsor(s)? Please be specific on both financial and other consequences?
Response	The flexibility in the Police Chief screening and selection processes envisioned by the Board of Selectmen would not be made available.

## **Article 18: Amend By-Law Article 24 Regarding Procedure for Appointment of Police Chief**

### **MOTION**

In the 8th paragraph, insert after the first sentence the following new sentence: "Note that said one hundred and eighty day period may be extended by the Board of Selectmen by not more than thirty days upon request of the screening committee."; and

At the end of the 10th paragraph, insert the following new sentence: "Note that said thirty day period may be extended by the Board of Selectmen by not more than thirty days if the Board determines that additional time is needed to conduct a thorough review of the nominees' experience and qualifications."

So that By-Law Article 24, Section 14.2 would read as follows:

- a. Within one year of the time when it is known that the position of Police Chief shall become vacant, the Board of Selectmen, may initiate the selection process. Within six months of the time the position of Police Chief is to become vacated, the Board of Selectmen shall initiate the selection process if it has not already done so. In the event that less than six months notice is provided to the Selectmen that the position of Police Chief shall become vacant, the selection process shall begin forthwith after receipt by the Board of Selectmen of such notice.
- b. The Board of Selectmen shall initiate the selection process by giving notice of its intention to establish a screening committee to review applications for the position of Police Chief and shall send a copy of such notice to each town agency or officer responsible for designating persons to serve on the committee. The Board of Selectmen shall appoint to the screening committee all such persons designated pursuant to the provisions of section 14.2 c. and 14.2 d. herein, provided that their names have been received in writing the day before the screening committee is to be appointed. The Board of Selectmen shall appoint the screening committee not earlier than twenty-one days nor later than twenty-eight days after such notice is sent.
- c. For the position of Police Chief, a screening committee shall consist of nine voting members and one non-voting member. The School Committee, Finance Committee and Personnel Board shall each designate one person to serve on the screening committee. Persons chosen by said agencies may, but need not, be members of the agency by which they are chosen. The Town Administrator and Fire Chief shall serve as members of the screening committee. The Board of Selectmen shall designate one resident of Natick to the screening committee. This designee may not be a member of the Board of Selectmen, School Committee, Finance Committee or Personnel Board. The most senior member of the Police Department in the second-highest non-chief rank who is able to serve and is not a candidate for the position of Police Chief shall serve on the screening committee. In the

event that no member of that rank is able to serve, the most senior member of the next lowest rank who is able to serve and is not a candidate for the position of Police Chief shall serve on the screening committee. This individual may not be a member of the Board of Selectmen, School Committee, Finance Committee or Personnel Board. The Town Moderator shall designate one member of Town Meeting. This designee may not be a member the Board of Selectmen, School Committee, Finance Committee or Personnel Board. The Town Administrator shall designate to the screening committee one police chief from another community. The Director of Human Resources shall serve as the non-voting member of the committee. Designees of the Board of Selectmen, School Committee, Finance Committee, Personnel Board and Town Moderator shall be residents of Natick. No member of the screening committee – other than the Town Administrator, Fire Chief, Director of Human Resources and the specified member of the Police Department – may be a paid employee of the Town.

- d. Not more than thirty days following the appointment of the screening committee by the Board of Selectmen, the persons chosen shall meet to organize and plan a process for solicitation by advertisement, including, without limitation, in appropriate professional journals, and by other means, to receive applications for the position of Police Chief. The screening committee shall conduct its work in an expeditious manner; employees of the Town shall provide all reasonable assistance to the committee in the conduct of its work.
- e. The screening committee shall review all applications received and shall provide for interviews to be conducted with such number of candidates for the position as it may decide. Such interview(s) may be conducted before and/or after the assessment center described in paragraph f. below, as the committee may determine best suits its needs.
- f. The screening committee shall also use as an evaluative tool an assessment center specifically designed to examine candidates' knowledge, skills and abilities, including without limitation, their technical, tactical, professional, managerial and strategic skills. The assessment center shall be designed and conducted by a consultant specifically hired for this purpose by the Town. Said consultant shall be selected by the Town through competitive procurement in accordance with applicable law and procedures and shall have significant experience conducting assessment centers in the relevant public safety department.
- g. The results of the assessment center conducted pursuant to paragraph (f) shall be made available to the screening committee.
- h. Not more than one hundred 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 three but not more than five candidates whom it believes to be best suited to perform the duties of Police Chief. Note that said one hundred and eighty day period may be extended by the Board of Selectmen by not more than thirty days upon request of the screening committee

- i. If the screening committee determines that there are not at least three candidates qualified to perform the duties of the Police Chief, 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.
- j. Within sixty days following the date that a list of nominees is submitted to it, the Board of Selectmen shall:
  - 1. interview candidates referred to it by the screening committee, and
  - 2. determine if it will select one of the candidates to serve as Police Chief, and
  - 3. choose a nominee to be appointed as Police Chief; or
  - 4. if the Board of Selectmen decides not to appoint any of the nominees as Police Chief, it shall direct the screening committee to reopen the search process, and the foregoing procedure shall apply.

Note that said sixty day period may be extended by the Board of Selectmen by not more than 30 days if the Board determines that additional time is needed to conduct a thorough review of the nominees' experience and qualifications.
- k. Upon the appointment of the Police Chief, the screening committee established pursuant to this Article shall be considered discharged.

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**Section III – Questions with Response Boxes – To Be Completed By Petition Sponsor**

Article # 19	Date Form Completed: 2/15/2017
Article Title: Amend By-Law Article 24 Regarding Procedure for Appointment of Fire Chief	
Sponsor Name: Board of Selectmen	Email: selectmen@natickma.org

Question	Question
1	Provide the article motion exactly as it will appear in the Finance Committee Recommendation Book and presented to Town Meeting for action.
Response	See attached DRAFT motion. Note that this Article received a Favorable recommendation by the Board of Selectmen at their meeting of February 12. The final motion that they approve will be sent the week of February 19 <sup>th</sup> .
2	At a summary level and very clearly, what is the proposed purpose and objective of this Warrant Article and the accompanying Motion?
Response	Members of the Board of Selectmen believe that there should be some flexibility built into the timelines associated with the Fire Chief screening and selection processes.
3	Has this article or one of a very similar scope and substance been on a previous Warrant Article and what has been the actions taken by Finance Committee, other Boards or Committees and Town Meeting?
Response	Yes. Article 22 of 2017 FTM pertaining to the Town Administrator Appointment/ Screening Committee Process received a favorable action vote by town meeting giving the Board of Selectmen authority to extend the screening committee process for up to 30 days and/or the Board of Selectmen selection process by 30 days.
4	Why is it required for the Town of Natick and for the Town Agency sponsor(s)?
Response	The proposed By-Law amendments are not required, per se, but are advisable to ensure that the search and selection processes do not exceed stipulated timelines and therefore result in a violation of the By-Law. During the screening committee's work, a major weather event could cause cancellation of interviews, and rescheduling candidates, committee members, and consulting team could result in substantial delay. During the recently completed Fire Chief Screening Committee process out of town work and the holiday season prevented some screening committee members from observing the assessment center activities, and/or vote his or her selection. Once 3-5 finalist names have been submitted to Selectmen, they have only 30 days to select the Fire Chief. This may well be inadequate if members wish to conduct site visits to candidates' current places of

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	employment, interview candidates one-on-one, and otherwise thoroughly evaluate each candidate. During the recent Fire Chief Screening process, several screening committee members were not available to comment on the candidates strength and weaknesses to individual Selectmen due to out of town holiday season plans and/or work schedules.
5	Does this article require funding, how much, from what source of funds and under whose authority will the appropriation be managed and spent?
Response	No funding required
6	Does this article act in any way in concert with, in support of, or to extend any prior action of Natick Town Meeting, Massachusetts General Laws or CMR's or other such legislation or actions?  Does this article seek to amend, rescind or otherwise change any prior action of Natick Town Meeting?
Response	Yes, in that this article proposes to amend the By-Laws.
7	How does the proposed motion (and implementation) fit with the relevant Town Bylaws, financial and capital plan, comprehensive Master Plan, and community values as well as relevant state laws and regulations?
Response	If the proposed motion is approved, it would result in an amendment to the By-Laws.
8	Who are the critical participants in executing the effort envisioned by the article motion?
Response	Approval of this proposed By-Law amendment would not result in needed action or effort.
9	What steps and communication has the sponsor attempted to assure that: <ul style="list-style-type: none"> <li>• Interested parties were notified in a timely way and had a chance to participate in the process</li> <li>• Appropriate Town Boards &amp; Committees were consulted</li> <li>• Required public hearings were held</li> </ul>
Response	The proposal really only affects the Board of Selectmen and any future Fire Chief Screening Committee.
10	Since submitting the article have you identified issues that weren't initially considered in the development of the proposal?

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Response	No
<b>11</b>	If this Warrant Article is not approved by Town Meeting what are the consequences to the Town and to the sponsor(s)? Please be specific on both financial and other consequences?
Response	The flexibility in the Fire Chief screening and selection processes envisioned by the Board of Selectmen would not be made available.

**Article 19: Amend By-Law Article 15 Regarding Procedure for Appointment of Fire Chief**  
**MOTION**

1. In the 8th paragraph, insert after the first sentence the following new sentence: "Note that said one hundred and eighty day period may be extended by the Board of Selectmen by not more than thirty days upon request of the screening committee."; and
2. At the end of the 10th paragraph, insert the following new sentence: "Note that said thirty day period may be extended by the Board of Selectmen by not more than thirty days if the Board determines that additional time is needed to conduct a thorough review of the nominees' experience and qualifications."

So that By-Law Article 24, Section 15 would read as follows:

- a. Within one year of the time when it is known that the position of Fire Chief shall become vacant, the Board of Selectmen, may initiate the selection process. Within six months of the time the position of Fire Chief is to become vacated, the Board of Selectmen shall initiate the selection process if it has not already done so. In the event that less than six months notice is provided to the Selectmen that the position of Fire Chief shall become vacant, the selection process shall begin forthwith after receipt by the Board of Selectmen of such notice.
- b. The Board of Selectmen shall initiate the selection process by giving notice of its intention to establish a screening committee to review applications for the position of Fire Chief and shall send a copy of such notice to each town agency or officer responsible for designating persons to serve on the committee. The Board of Selectmen shall appoint to the screening committee all such persons designated pursuant to the provisions of section 15.2 c. herein, provided that their names have been received in writing the day before the screening committee is to be appointed. The Board of Selectmen shall appoint the screening committee not earlier than twenty-one days nor later than twenty-eight days after such notice is sent.
- c. For the position of Fire Chief, a screening committee shall consist of nine voting members and one non-voting member. The School Committee, Finance Committee and Personnel Board shall each designate one person to serve on the screening committee. Persons chosen by said agencies may, but need not, be members of the agency by which they are chosen. The Town Administrator and Police Chief shall serve as members of the screening committee. The Board of Selectmen shall designate one resident of Natick to the screening committee. This designee may not be a member of the Board of Selectmen, School Committee, Finance Committee or Personnel Board. The most senior member of the Fire Department in the second-highest non-chief rank who is able to serve and is not a candidate for the position of Fire Chief shall serve on the screening committee. In the event that no member of that rank is able to serve, the most senior member of the next lowest rank who is able to serve and is not a candidate for the position of Fire Chief shall serve on the screening committee. This individual may not be a member of the Board of Selectmen, School Committee, Finance Committee or Personnel Board. The Town Moderator shall designate one member of Town Meeting. This designee may not be a member the Board of Selectmen, School Committee,

Finance Committee or Personnel Board. The Town Administrator shall designate to the screening committee one fire chief from another community. The Personnel Director shall serve as the non-voting member of the committee. Designees of the Board of Selectmen, School Committee, Finance Committee, Personnel Board and Town Moderator shall be residents of Natick. No member of the screening committee – other than the Town Administrator, Police Chief, Personnel Director and the specified member of the Fire Department – may be a paid employee of the Town.

- d. Not more than thirty days following the appointment of the screening committee by the Board of Selectmen, the persons chosen shall meet to organize and plan a process for solicitation by advertisement, including, without limitation, in appropriate professional journals, and by other means, to receive applications for the position of Fire Chief. The screening committee shall conduct its work in an expeditious manner; employees of the Town shall provide all reasonable assistance to the committee in the conduct of its work.
- e. The screening committee shall review all applications received and shall provide for interviews to be conducted with such number of candidates for the position as it may decide. Such interview(s) may be conducted before and/or after the assessment center described in paragraph f. below, as the committee may determine best suits its needs.
- f. The screening committee shall also use as an evaluative tool an assessment center specifically designed to examine candidates' knowledge, skills and abilities, including without limitation, their technical, tactical, professional, managerial and strategic skills. The assessment center shall be designed and conducted by a consultant specifically hired for this purpose by the Town. Said consultant shall be selected by the Town through competitive procurement in accordance with applicable law and procedures and shall have significant experience conducting assessment centers in the relevant public safety department.
- g. The results of the assessment center conducted pursuant to paragraph (f) shall be made available to the screening committee.
- h. Not more than one hundred 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 three but not more than five candidates whom it believes to be best suited to perform the duties of Fire Chief. **Note that said one hundred and eighty day period may be extended by the Board of Selectmen by not more than thirty days upon request of the screening committee.**
- i. If the screening committee determines that there are not at least three candidates qualified to perform the duties of the Fire Chief, 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.
- j. Within sixty days following the date that a list of nominees is submitted to it, the Board of Selectmen shall:
  - 1. interview candidates referred to it by the screening committee, and

2. determine if it will select one of the candidates to serve as Fire Chief, and
3. choose a nominee to be appointed as Fire Chief; or
4. if the Board of Selectmen decides not to appoint any of the nominees as Fire Chief, it shall direct the screening committee to reopen the search process, and the foregoing procedure shall apply.

Note that said sixty day period may be extended by the Board of Selectmen by not more than 30 days if the Board determines that additional time is needed to conduct a thorough review of the nominees' experience and qualifications.

- k. Upon the appointment of the Fire Chief, the screening committee established pursuant to this Article shall be considered discharged.

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**ITEM TITLE:** Meeting with State Legislators-Discussion Topics

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Discussion Topics	2/22/2018	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, Jr.  
Amy K. Mistrot

February 26, 2018

Senator Karen Spilka  
State House, Room 511C  
Boston, MA 02133

Senator Richard Ross  
State House, Room 520  
Boston, MA 02133

Representative David P. Linsky  
State House, Room 146  
Boston, MA 02133

**RE: Discussion Topics with Board of Selectmen and School Committee at March 5, 2018 Meeting**

Honorable Senators and Representative:

The Board of Selectmen has compiled the following list of topics for discussion at their joint meeting on March 5<sup>th</sup>, 2018. We appreciate each of you taking the time to discuss these and other issues and to update us on pending legislative initiatives. Discussion topics that have been identified by the Board are as follows:

- State aid and Cherry Sheet assessments – prognosis regarding final numbers for FY 2019; concern about sharp unexpected increase in assessments related to charter schools and regional transit that have resulted in a net loss to the town of approximately \$100K.
- State funding for roads and sidewalks (Chapter 90 funds), including Complete Streets programs, which have generally been level-funded for many years, whereas labor and material costs associated with this work have increased substantially, as has the need for road improvement work and associated community expectations.
- Programs and funding available to cities and towns to increase safety in the public schools.
- As in previous years, we would also ask for your continued leadership and collaboration in the development of policies, incentives and initiatives in support of affordable housing, with priority for senior housing, and particularly programs designed to keep seniors in their own communities; we would also ask for your support to promote state support to prepare for aging and longer-living senior population through life-cycle living, a goal shared by the Natick Board of Selectmen, the Affordable Housing Trust, the Natick Housing Authority and the Housing Subcommittee of the Council of Aging.
- State assistance to rebuild affordable housing and improve living conditions and quality of life for residents of the housing, with particular respect to Natick's Cedar Gardens.<sup>1</sup>

<sup>1</sup> Cedar Gardens is composed of 259 units of State-Aided Housing that are more than seventy years old. Admission to the aged garden apartments is determined by net Income limits and size of household.

- Additional funding for prevention work to be done with students (schools) and with families (communities) on mental health and risks of substance misuse.
- Greater bed availability after detox (current statistics show that there are half the number of beds than are needed for the next level of care (CSS/TSS); moving to this level of care is a 'best practice' and produces greater success in recovery.
- Increased oversight and/or licensing of halfway and sober houses.
- Substantial underfunding of the Mass Cultural Council ("MCC"); new Cultural Districts are only granted \$5,000 by the MCC. The State needs to substantially fund the MCC and appreciate and encourage the arts and culture atmosphere that we are striving to create in our towns. It takes time to establish a district and the foundation is set within the first five years. The \$5K as a one-time grant isn't enough to establish a solid district. Towns themselves eventually have to pick up the slack to help fund the districts but in the initial stages it is vital to have the state's support to get started on solid ground.
- Status of the pending special legislation (H3836) to allow naming rights in connection with the Cochituate Rail Trail (currently in Third Reading in the House Committee on Bills).
- Update on double pole legislation; the legislature is due to receive the second annual report from the utilities on the status of this problem. The Town is interested in a report from the legislative committee (Telecom, utilities and energy) that makes clear what has changed, and what still needs to change to help Natick (and other communities) get better responses from the utilities.
- Current status of the draft regulations under consideration relating to recreational marijuana, the need for clarification on a variety of issues embedded in the draft regulations, and the apparent push by the governor to encourage the Cannabis Control Commission to implement a phased rollout.
- Allowing towns and cities to treat Airbnb places like hotels for purposes of local excise taxes.

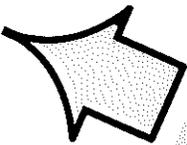
Again, thank you for the service and support each of you provides to the Natick community and its residents. We look forward to our upcoming meeting.

Respectfully,

Jonathan Freedman  
Chairman, Natick Board of Selectmen

JF/to

cc: Natick School Committee



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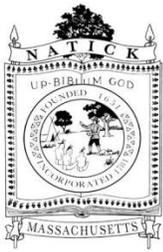
**ITEM TITLE:** Coyote Issue: Follow-Up and Update

**ITEM SUMMARY:**

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memo from B. Chenard	2/23/2018	Cover Memo
Information on coyotes	2/23/2018	Cover Memo



# *Town Administrators Office*

To: Board of Selectmen

From: William Chenard, Acting Town Administrator

Date: 2/22/2018

Re: Coyote Update

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This memo is to update the Board regarding the coyotes. We are continuing our education program. We continue to add information to the website. We have added a section where residents can add sighting and incidents. The information is included on a map for viewing.

The Licensed Problem Animal Control (PAC) agent has informed the Town that he could remove some of the coyotes. The cost would be \$6,500 for up to four animals and \$1,000 per coyote after the initial four. Identifying the actual animals involved in the recent incidents is nearly impossible.

We have installed signs near the trails surrounding the Town Forest. The signs read;



Both the MSPCA and the Humane Society have educational sections on their websites at the following links.

[https://www.mspca.org/animal\\_protection/co-existing-with-coyotes/](https://www.mspca.org/animal_protection/co-existing-with-coyotes/)

[http://www.humanesociety.org/animals/coyotes/tips/hazing\\_guidelines.html](http://www.humanesociety.org/animals/coyotes/tips/hazing_guidelines.html)

We will continue to monitor coyote incidents and sightings and update educational information when additional information becomes available.



# DIVISION OF FISHERIES & WILDLIFE

Jack Buckley, *Director*

## Understanding Coyotes: Advice for Parents, School Officials, and Child Care Providers

Here in Massachusetts, there are many kinds of wildlife that thrive by living near people, including coyotes, red and gray fox, skunks, raccoons, wild turkey, and deer. In fact, almost all of our citizens live in close proximity to coyotes and other smaller predators. This information focuses on coyotes, but also applies to foxes, another commonly seen wild canid (dog). Coyotes live in urban, suburban, and rural areas and are naturally wary of people, but can definitely become comfortable in neighborhoods where they are not discouraged (by noise and other forms of hazing) or are actually encouraged (by ready sources of food, provided either directly and indirectly).

### Preventing Conflicts

**Leave wildlife wild.** People should never approach, touch, or give food to any animal (including a pet that doesn't belong to them). Such contact is not safe for people, pets, or wildlife.

#### Why?

- Normally, wild animals have a natural fear of people. However, sick or fed (including indirectly) wildlife may be more likely to lose the fear of people.
- Some children may think that a coyote (or fox) is someone's dog, and many more people are bitten every year in the U.S. by aggressive dogs than by wild animals.
- Outdoor cats and wildlife can carry diseases that can be spread to people through direct contact.

**Keep food sources indoors or locked in outbuildings.**

#### Why?

- Food (including snacks, pet food, birdseed, suet, and food-related trash) can attract coyotes, foxes, and other kinds of wildlife. Left outside, these foods encourage wild animals to visit residential areas or schoolyards more frequently. Prevent unwanted visitors by only feeding pets indoors, discontinuing bird-feeding, keeping dumpster areas clean, and using covered, secure trash barrels.
- Outdoor cats and wildlife can carry diseases that are spread when the animals feed in a concentrated area.

**Spend time in your backyard; keep playgrounds, schoolyards, and trails mown and open.**

#### Why?

- Wild animals, including coyotes and foxes, generally try to avoid people. This natural fear of people is reinforced when play areas, backyards, and trails are kept open and actively used by people. These animals are less likely to spend time or be seen in areas that are used by people, especially when people make noise to deter wildlife.

## When Children See a Coyote Nearby

Some parents express concern about their children's safety when they see or hear about coyotes in the neighborhood. In the vast majority of instances, there is no cause for alarm. Actual coyote attacks are extremely rare: Since the 1950s, when the Eastern Coyote first appeared in Massachusetts, there have been **only 7 confirmed reports of coyotes** attacking a person. Two of those incidents involved confirmed rabid animals, three more were suspected as rabid but the animals could not be found and tested. At least one of the other animals had become so used to people, it no longer considered people a threat and just walked up to someone and bit them. By contrast, and according to the Centers for Disease Control, about 4.5 million people are bitten by domestic dogs each year in the U.S.

When children are at a bus stop, in a backyard or neighborhood, or on a playground, there's a chance they might see a coyote or a fox. **Explain to children:**

**Never go near or try to feed wild animals or any animal you don't know. Talk loudly, so the coyote or fox knows you are there. Don't run, but slowly back away, toward a building or house. Make yourself look bigger by putting your arms over your head or opening your jacket.**

### Why?

- The animal might not be aware that you are there. Talking loudly makes sure the animal is not surprised and frightened to find that a person is nearby.
- Instinctively, coyotes and foxes (and pet dogs) will follow after anything that runs, including a person, so you don't want to run from them.
- The bigger you look, the scarier you look to an animal

### Find and Tell an Adult.

### Why?

- Adults can harass and scare away these animals, to reinforce their natural fear of people. Adults can also quickly decide whether a wild animal or large dog is acting strangely or aggressively, and can call Public Safety for help.

## Coyote Basics

Coyotes are now found in every city and town in Massachusetts, except on the islands of Martha's Vineyard and Nantucket. Coyotes are frequently seen individually, in pairs, or in small groups where food is commonly found. A family group consists of an adult breeding pair, their pups, and, occasionally, the previous year's pups. Coyotes can be active night or day, and sightings at dawn or dusk are common.

For more advice and facts about coyotes, foxes, and other common neighborhood wildlife, go to: [Mass.gov/masswildlife](http://Mass.gov/masswildlife).

If you have exhausted these information sources but still have safety concerns or questions, contact the Division of Fisheries and Wildlife at (508) 389-6300, or email us at [mass.wildlife@state.ma.us](mailto:mass.wildlife@state.ma.us).

If you decide that a situation requires an immediate response, contact local public safety officials (911), or the Massachusetts Environmental Police at 800-632-8075.

**Continue to enjoy the great outdoors and your wild neighbors... from a distance!**

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**ITEM TITLE:** West Natick Fire Station Building Committee-Amend Charge and Composition

**ITEM SUMMARY:**

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Committee Charge	2/21/2018	Cover Memo
Memo from B. Chenard	2/23/2018	Cover Memo

**Town of Natick  
West Natick Fire Station (Station 4) Building Committee  
Adopted December 21, 2015**

**HISTORY:**

In November, 2007, the Board of Selectmen voted to establish the West Natick Fire Station Study Committee (the "Study Committee"). The Study Committee was charged with reviewing prior relevant studies, evaluating the status and condition of the West Natick Station facilities and site, evaluating programmatic needs, and assessing the feasibility of renovating the current station vs. building a new station.

The Study Committee engaged the Maguire Group to conduct a Space Needs Program; this study was completed February 1, 2008. The resulting Study Committee Report, submitted to the Natick Board of Selectmen on March 6, 2008 concluded that Station 4 as currently constructed and sited would not accommodate the growing fire, rescue and medical response demands resulting from recent and anticipated growth within the West Natick area.

The Study Committee concluded that a new Station 4 should be built but a conceptual site plan demonstrated that the existing site was inadequately sized to accommodate a new facility. Subsequently, the Town acquired adjoining state-owned land such that the site is now sufficient to accommodate a new and expanded facility adequately sized to meet the service needs of the busy West Natick area.

**FORMATION OF WEST NATICK FIRE STATION BUILDING COMMITTEE:**

The Board of Selectmen has voted to establish the West Natick Fire Station Building Committee (the "Building Committee") to advance the work of the West Natick Fire Station Study Committee with the objective of designing and developing a new West Natick Fire Station.

**Committee Composition:**

- 1 member of the Board of Selectmen or designee (to be appointed by the Board of Selectmen)
- Town Administrator or designee
- Fire Chief
- 1 member of the Finance Committee or designee (to be appointed by the Finance Committee)
- 1 member from the Deputy Chiefs' union (to be appointed by the Union)
- 2 members from the Firefighters' union with, preferably, one of said members being assigned to Station 4 (to be appointed by the union)
- Up to 3 citizens-at-large (to be appointed by the Board of Selectmen)

In addition, the Building Committee shall have access to and is encouraged to rely on the expertise of Town Department heads and other staff.

The Building Committee's work shall be divided into two distinct but related phases:

**Design Development:**

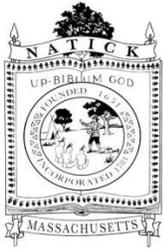
- Review of the February 2008 Maguire Group's Space Needs Program

- Assessment of current fire, rescue and medical response demands served by the West Natick Station, and evaluation of projected growth in the West Natick area and associated increase in said response demands.
- Determination of apparatus needed to appropriately respond to existing and projected demands, as well as personnel needed to fully staff such apparatus.
- Communicating with the Planning Board and Zoning Board of Appeals regarding growing West Natick emergency response demands and the associated need for development of a new Station #4, with the objective of ensuring that, as appropriate, these Boards negotiate mitigation contributions from future developments in the area served by the West Natick Fire Station.
- Development of an RFP for design services (and likely Project Management services as well) for a new West Natick Fire Station; said RFP shall be submitted to and approved by the Board of Selectmen prior to being issued. The Building Committee shall evaluate responses to said RFP and recommend to the Board of Selectmen the preferred design firm/team.
- Working with the selected design firm/team, development of preliminary and final design plans, specifications, cost estimates and bid documents for a new West Natick Fire Station sized, located and designed to serve the existing and projected needs of the West Natick area and the community; determine means of providing service to the West Natick area during construction of a new West Natick Fire Station.
- At appropriate stages of the design development process, presentation to Boards and Committees whose approval is needed for project development. Through the design firm/team, submission of required permits and applications for approval of the project.
- In addition, at appropriate stages of the design development process, public presentation(s) of the proposal, with particular attention to the neighborhood in which Station 4 is situated.

#### Construction:

- Working with the selected design firm/team, and subject to the availability of funds, solicitation of bids for construction of Station 4. The Building Committee shall evaluate bids and recommend to the Board of Selectmen the preferred construction firm/team.
- Simultaneous with contractor selection, the Building Committee shall develop an RFP for a Clerk of the Works (and Project Manager if not part of the design firm/team contract); said RFP(s) shall be submitted to and approved by the Board of Selectmen prior to being issued. The Building Committee shall evaluate responses to said RFP and recommend to the Board of Selectmen the preferred Clerk of the Works (and Project Manager if applicable).
- During construction, the Building Committee shall meet regularly with the Project Manager to monitor the timely and cost-effective completion of the project.

Throughout the Design Development and Construction phases, the Building Committee shall regularly report to the Board of Selectmen and Town Meeting regarding project progress.



# *Town Administrators Office*

To: Board of Selectmen

From: William Chenard, Acting Town Administrator

Date: 2/22/2018

Re: West Natick Station Building Committee

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This memo is a request of the West Natick Fire Station Building Committee. The request is to expand the committee by one member to allow retiring Fire Chief White to remain a member of the committee.

The current charge of the committee includes the following committee composition;

- 1 member of the Board of Selectmen or designee (to be appointed by the Board of Selectmen)
- Town Administrator or designee
- Fire Chief
- 1 member of the Finance Committee or designee (to be appointed by the Finance Committee)
- 1 member from the Deputy Chiefs' union (to be appointed by the Union)
- 2 members from the Firefighters' union with, preferably, one of said members being assigned to Station 4 (to be appointed by the union)
- Up to 3 citizens-at-large (to be appointed by the Board of Selectmen)

We are requesting that the Board vote one additional citizen-at-large member and appoint Richard White to the position. The Board may also wish to confirm Michael Lentini to fill the role of Fire Chief. The appointments should be effective March 1, 2018.

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**ITEM TITLE:** Ratify PEC Agreement

**ITEM SUMMARY:**

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**ITEM TITLE:** Update on South Main Street Timeline and Process  
**ITEM SUMMARY:**

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Options Matrix	2/23/2018	Cover Memo
Option 3 Modified	2/23/2018	Cover Memo

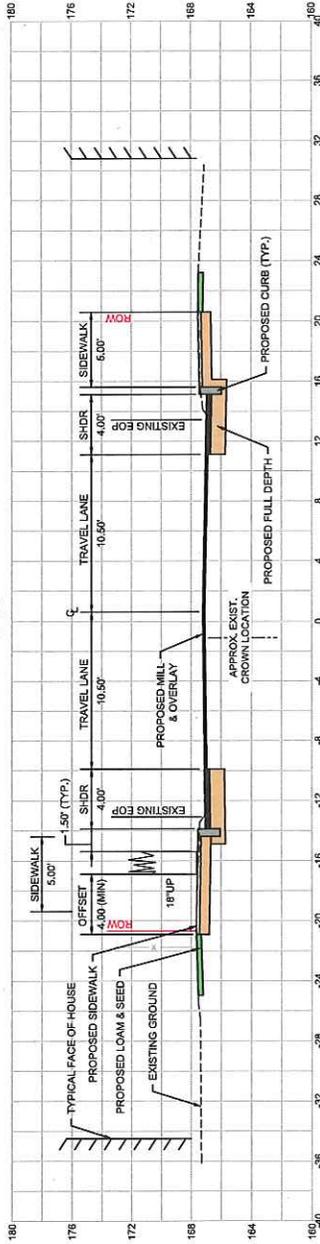
# Segment 2 Alternatives Matrix

	Alternative 1	Alternative 2	Alternative 3
Number of Right of Way Actions & Area of Right of Way Acquisitions	0 0 s.f.	99 ±32,000 s.f.	6 ±200 s.f.
Utility Impacts	Moderate	Major	Major
Private Improvements Impacted	10	76	54
Bike Accommodation	Shared	Full Off Road (see guidance)	On Road
Pedestrian Accommodation	Full/ADA	Full/ADA	Full/ADA
Construction Impacts & Estimated Duration	Minor 1 season	Major 2.5 seasons	Moderate 1.5 seasons
Budgetary Estimated Cost*	\$1.7 Million	\$4.0 Million	\$2.7 Million

*\*All costs are for Segment 2 only, are in 2017 dollars and are estimates based on a conceptual level design for budgeting purposes*

*\* Costs do not include engineering costs, utility relocation costs, or costs for acquisitions of right-of-way or easements. Includes very approximate estimate of drainage costs.*

49+68



BIT DRIV

GRASS

3' PRF

BIT SW

GRASS

VGC

SOUTH MAIN STREET

VGC

BIT SW

GRASS

BUSH



PROJECT: IMPROVEMENTS TO SOUTH MAIN STREET		 <b>GREEN INTERNATIONAL AFFILIATES, INC.</b> Civil and Structural Engineers Westford, Massachusetts greenintl.com	SCALE AS NOTED	DESIGNED BY: MB	SHEET NO. 1
DESIGN SUBMISSION: ALTERNATIVE 3 MODIFIED 10.5 FOOT LANE / 4 FOOT SHOULDER SHIFTED EAST			DATE: 2/12/2018	DRAWN BY: MB	CHECKED BY: EJAJM

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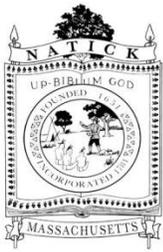
**ITEM TITLE:** Camp Arrowhead Update

**ITEM SUMMARY:**

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memo from B. Chenard	2/23/2018	Cover Memo



# Town Administrators Office

To: Board of Selectmen

From: William Chenard, Acting Town Administrator

Date: 2/22/2018

Re: Camp Arrowhead Update

This memo is to update the Board of the actions being taken to restore the building at Camp Arrowhead for use this summer.

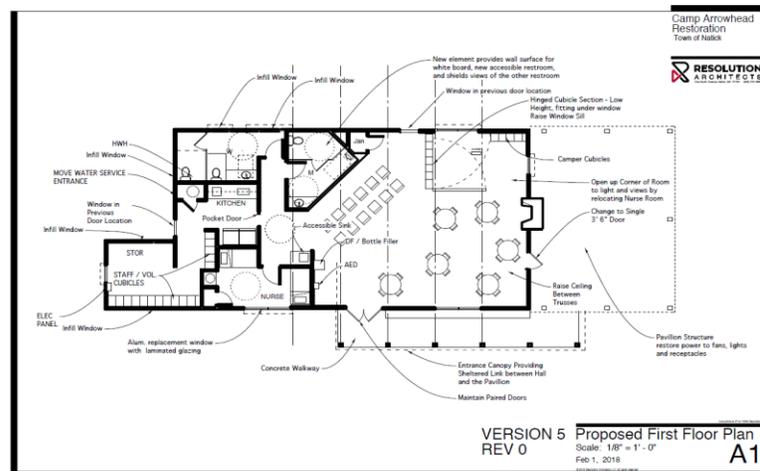
The Board awarded the contract for the interior demolition of the building at their February 12<sup>th</sup> meeting. The Town and the demo contractor have filed the permit request and fee with DCR.

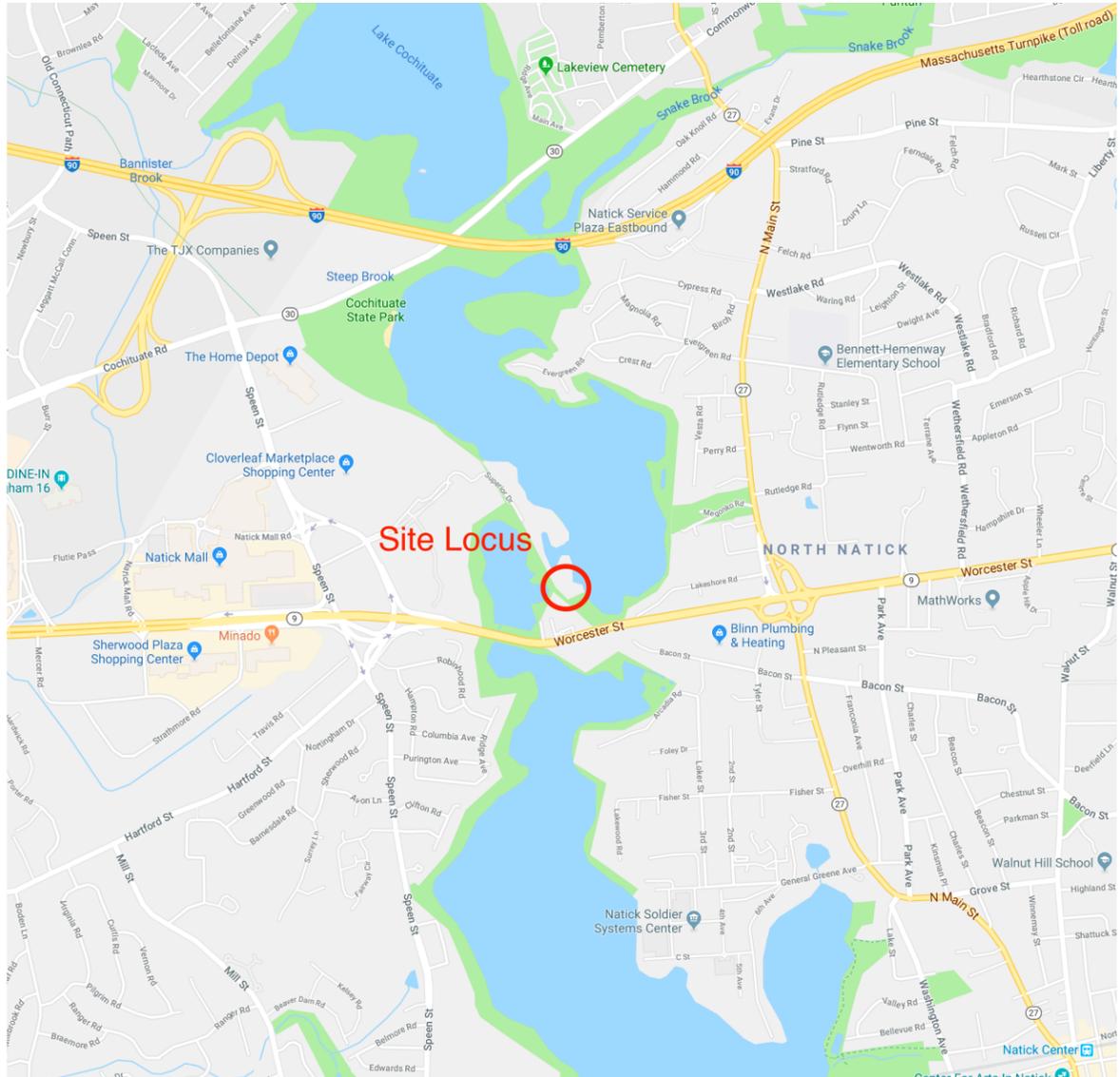
Resolution Architects and Town staff are working to complete the final design of the building. A copy of the current proposed design is attached to this memo.

The goal is to complete the work in time for programming beginning in late June. The current schedule will allow us to do so. We will need to be diligent and monitor progress. The proposed schedule;

Demo Award	Feb 12
Design Ready	Mar 8
Project Award	April 5
Construction Start	April 9
Construction Finish	June 4

Enclosures:  
Proposed Design





LOCUS PLAN

### List of Drawings

- G1 Cover
- C1 Site
- C2 Site Details
- X1 Existing Floor Plan
- X2 Existing Elevations
- A1 Proposed Floor Plan
- A2 Enlarged Plan
- A3 Proposed Building Sections
- A4 Proposed Elevations
- A5 Exterior Details
- A6 Reflected Ceiling Plan
- A7 Interior Elevations
- A8 Doors
- A9 Windows
- A10 Misc Details
- S1 Structural Framing and Details
- P1 Plumbing Plan
- M1 HVAC Plan
- E1 Electrical Plan

PROGRESS SET

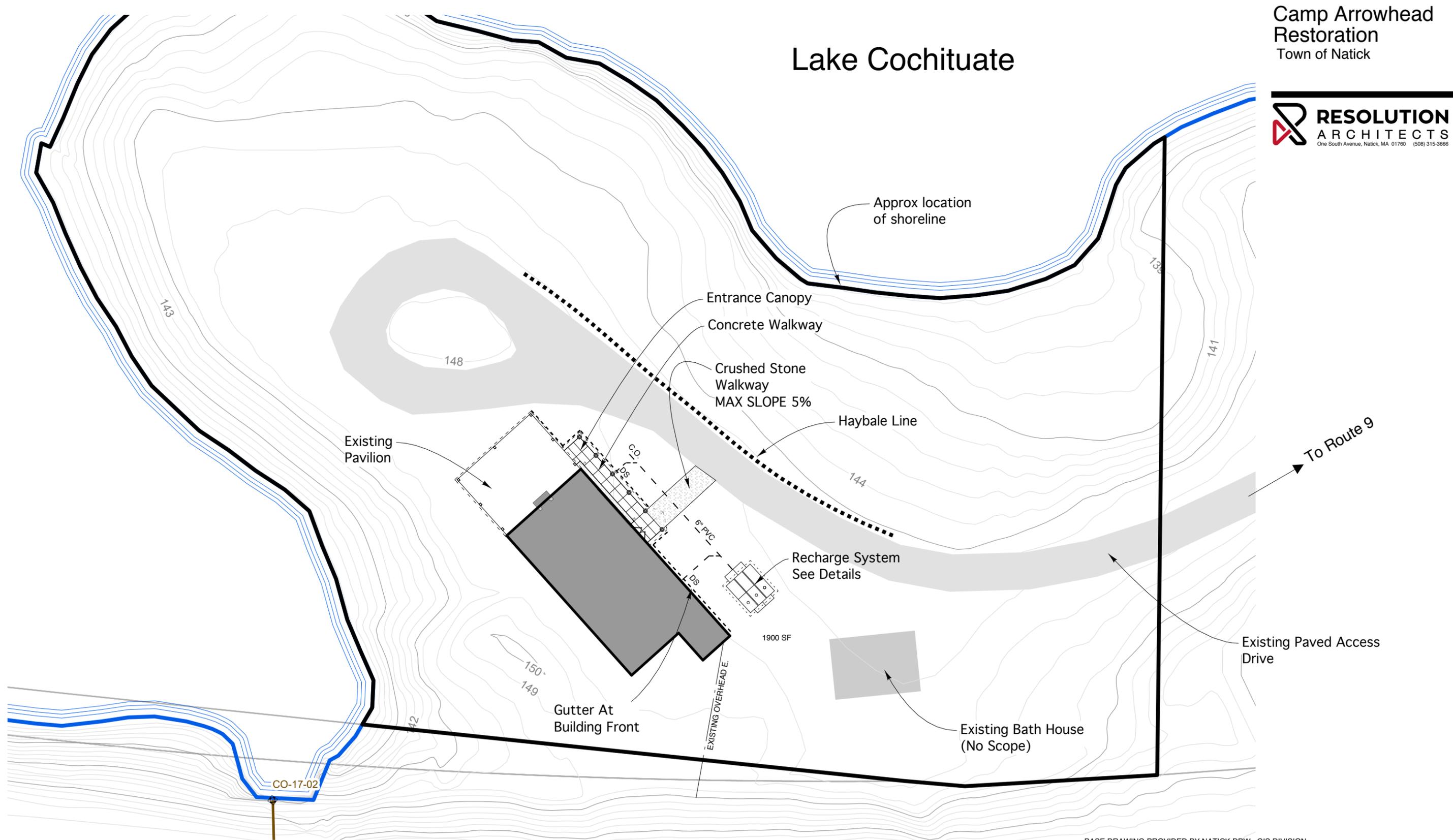
Cover

No Scale

Feb 12, 2018

G1

# Lake Cochituate



BASE DRAWING PROVIDED BY NATICK DPW, GIS DIVISION

Line prints at 4" for 100% Reproduction



## Partial Site Plan

Scale: 1" = 30'

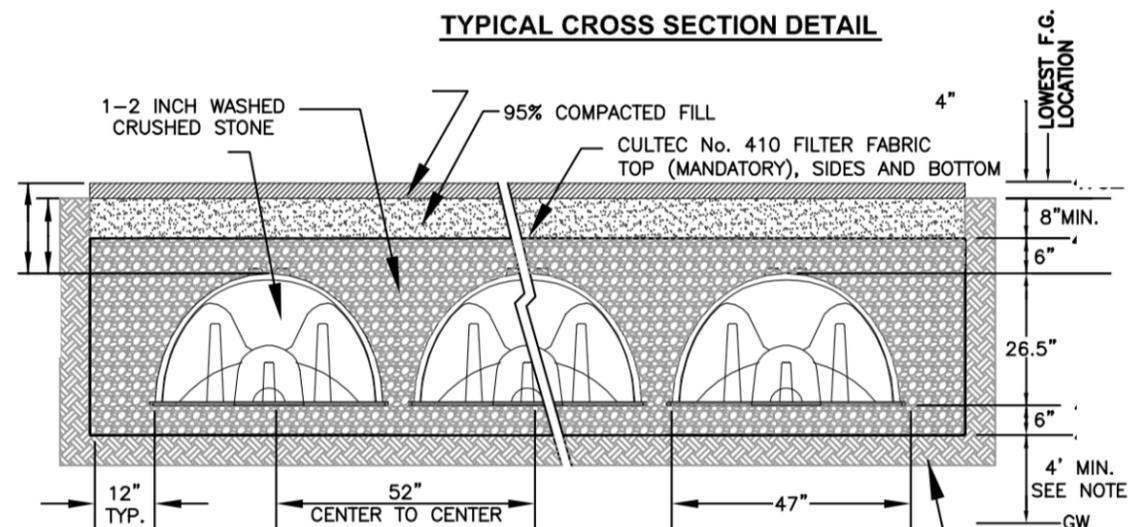
Feb 12, 2018

# C1

# UNDERGROUND DRAINAGE SYSTEM DETAIL

## CULTEC RECHARGER 280HD CHAMBER SYSTEM

### TYPICAL CROSS SECTION DETAIL



#### GENERAL NOTES

RECHARGER 280HD BY CULTEC, INC. OF BROOKFIELD, CT.  
ALL RECHARGER 280HD CHAMBERS MUST BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.

REFER TO CULTEC, INC.'S CURRENT RECOMMENDED INSTALLATION GUIDELINES.  
ALL RECHARGER 280HD HEAVY DUTY UNITS ARE MARKED WITH A COLOR STRIPE FORMED INTO THE PART ALONG THE LENGTH OF THE CHAMBER.

INSTALL INSPECTIONS PORTS AT ENDS OF ROW AND EVERY OTHER CHAMBER.  
INSPECTION PORT SHALL BE SET AT FINISH GRADE.

#### NOTE

ALL EXISTING FILL MATERIAL BELOW THE PROPOSED BOTTOM OF EACH SYSTEM SHALL BE REMOVED AND REPLACED WITH CLEAN GRAVEL FILL OR SAND TO THE DEPTH OF NATURALLY OCCURRING SOILS. BOTTOM OF EXCAVATED HOLE SHALL BE SCARIFIED PRIOR TO BACKFILLING WITH CLEAN FILL MATERIAL.

#### NOTE

CONTRACTOR SHALL VERIFY FOUR FOOT MINIMUM SEPERATION FROM BOTTOM OF SYSTEM (ELEV. ) TO THE SEASONAL HIGH GROUND WATER.

#### Storage Volume Calculations:

#### Roof area volume from 1.0 inch rainfall:

Roof Area = 2024 s.f.  
Rv = 1.0" rainfall \* Impervious roof area  
Rv = 1.0 inch \* 2,024 s.f.  
Rv = 168.7 cubic feet

#### Static Storage Recharge Volume Provided:

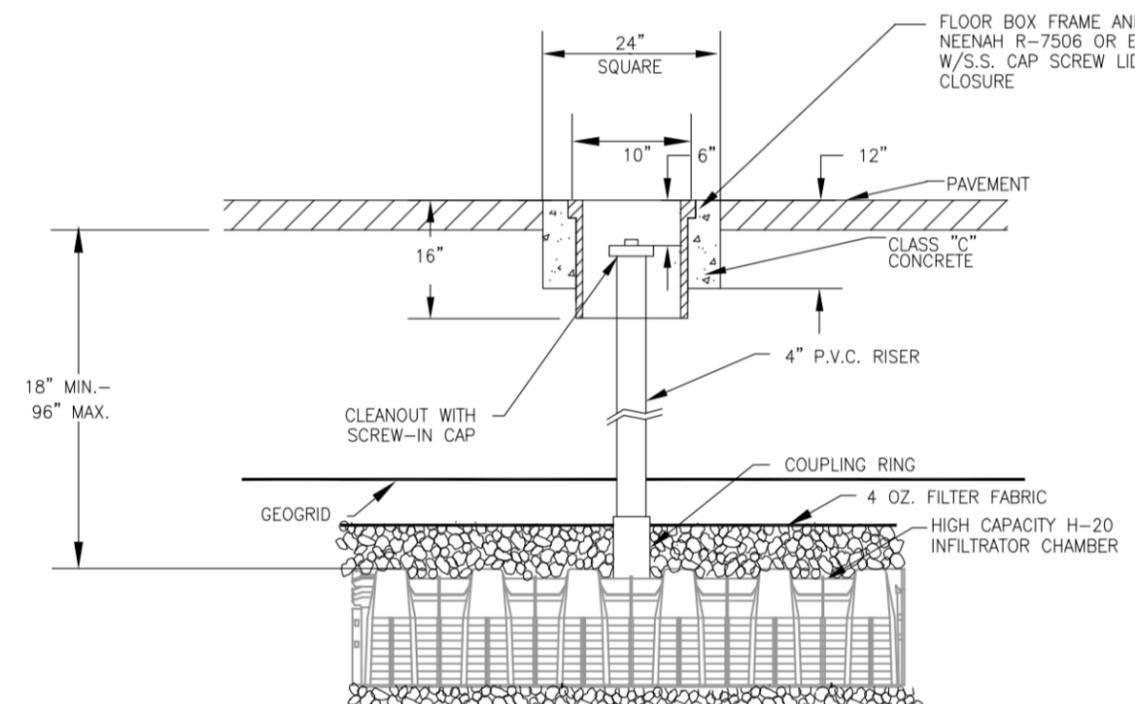
Provide 6 Units of Cultec Rechargers 280 imbedded in 3/4" Washed Crushed Stone

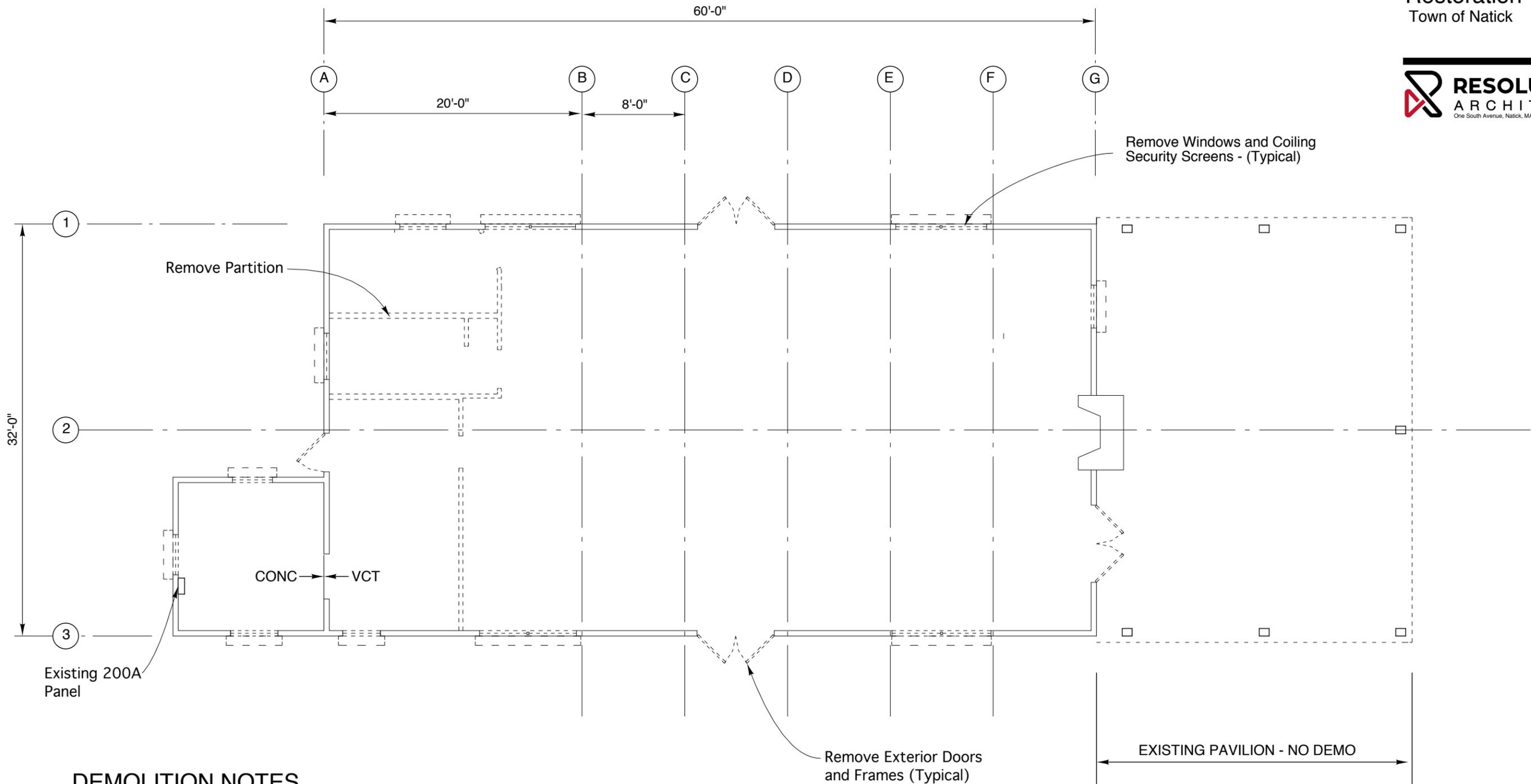
Storage Capacity Recharger 280 at 24 inch depth:  
Unit Capacity at 24 inch = 6.01 cu.ft/ft  
Stone Capacity (40% voids) = 0.73 cu.ft/ft  
Total Capacity = 6.74 cu.ft/ft

Provided 3 Rows, 2 units each row = total of 6 units  
Rv Provided = 6 units x 7 feet per unit x 6.74 cu.ft/ft = 283 cu.ft.

### INSPECTION PORT DETAIL

NOT TO SCALE





**DEMOLITION NOTES**

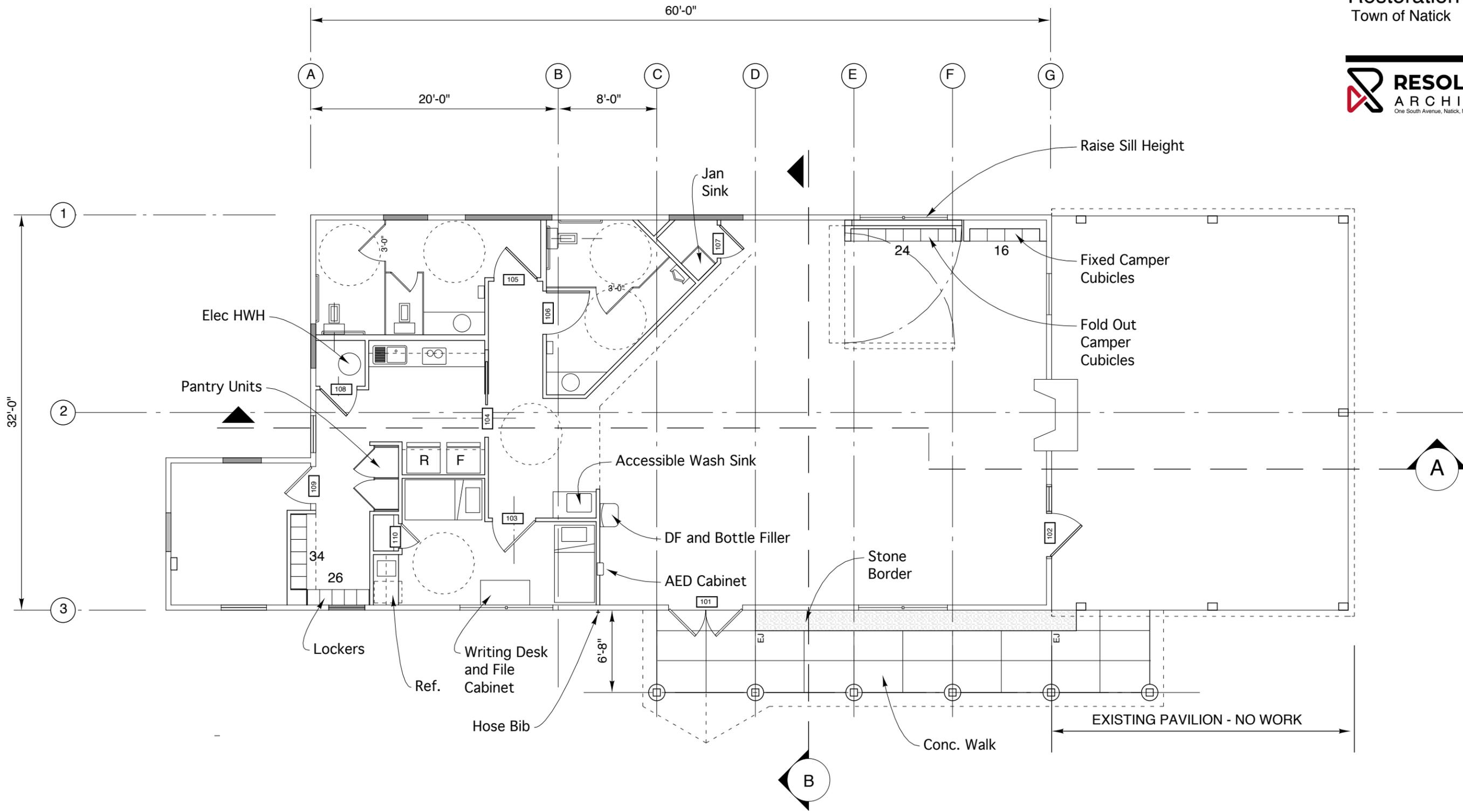
1. See Spec Section 02070 for description of Demolition Scope. General intent is for the removal of all existing construction as needed to allow installation of proposed Work,
2. Exterior Demo includes removal of siding.
3. Provide all necessary temporary shoring.
4. Coordinate slab demo with Plumbing.
5. Existing Ceiling Height is 8' 1" +/-.

**Existing First Floor Plan**

Scale: 1/8" = 1' - 0"

Feb 12, 2018

**X1**



2,067 SF

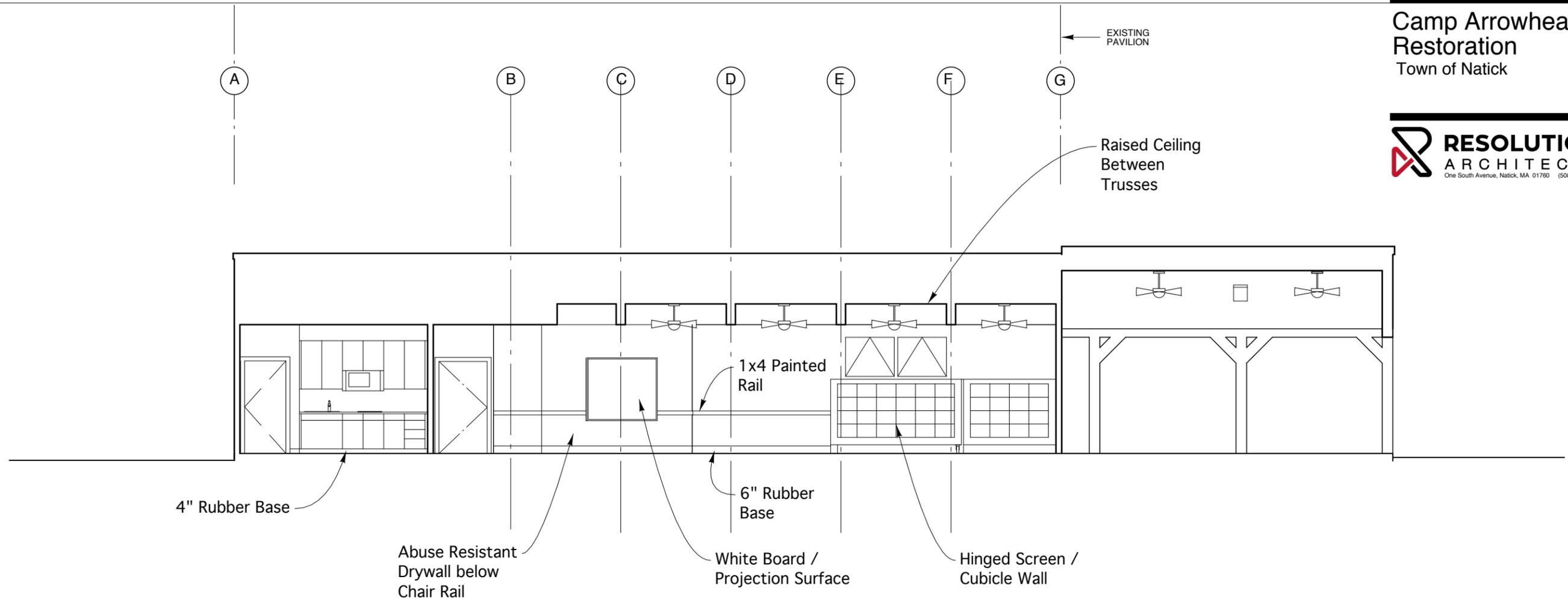
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# Proposed First Floor Plan

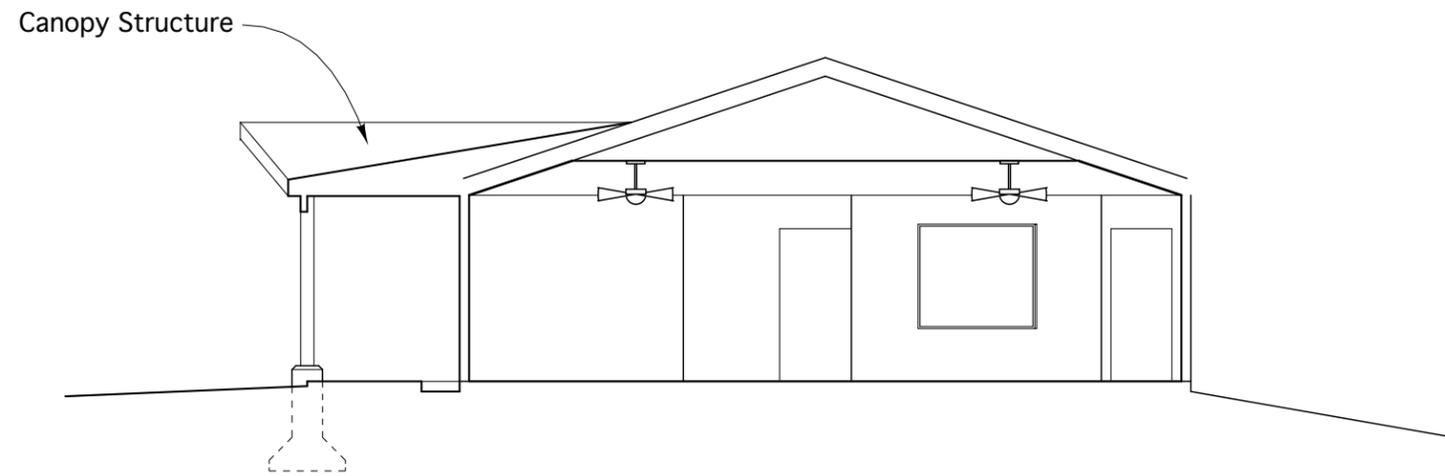
Scale: 1/8" = 1' - 0"

Feb 12, 2018

# A1



**A** Section  
SCALE: 1/8" = 1'-0"



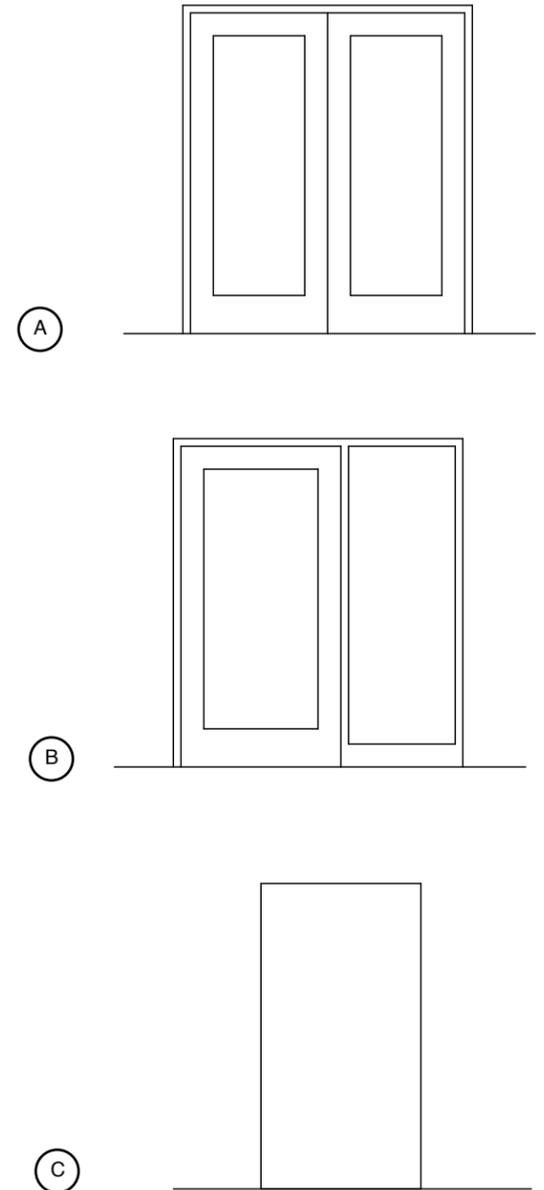
**B** Section  
SCALE: 1/8" = 1'-0"

**Proposed Section**

Scale: 1/4" = 1' - 0"

Feb 12, 2018

**A3**



**Door Elevations**

Scale: 1/4" = 1' - 0"

Line prints at 4" for 100% Reproduction

Door Schedule																		
Door #	Location / Type	Door Size			Material					Label (Min)	Glazing	Elevation	Details	Frame Type		Hdw.		Comments
		Width	Height	Thickness	Metal	Wood Panel	Solid-Core Wood Flush	Hollow-Core Flush Wood	Reserved				Head, Jamb, Sill	Metal	Wood	Keying	Group #	
101	Main Entry - Paired	6'-0"	7'-0"	1-3/4"	X						X	A			X			
102	Side Entry	3'-6"	7'-0"	1-3/4"	X						X	B			X			
103	Nurse	3'-6"	6'-8"	1-3/4"			X					C		X				
104	Kitchen - Pocket	3'-6"	6'-8"	1-3/4"			X					C		X				
105	Girls Restroom	3'-6"	6'-8"	1-3/4"			X					C		X				
106	Boys Restroom	3'-6"	6'-8"	1-3/4"			X					C		X				
107	Janitor	2'-8"	6'-8"	1-3/4"			X					C		X				
108	Mechanical	3'-0"	6'-8"	1-3/8"			X					C		X				
109	Storage	3'-0"	6'-8"	1-3/4"			X					C		X				
110	Closet	2'-6"	6'-8"	1-3/4"			X					C		X				
Note																		
1																		

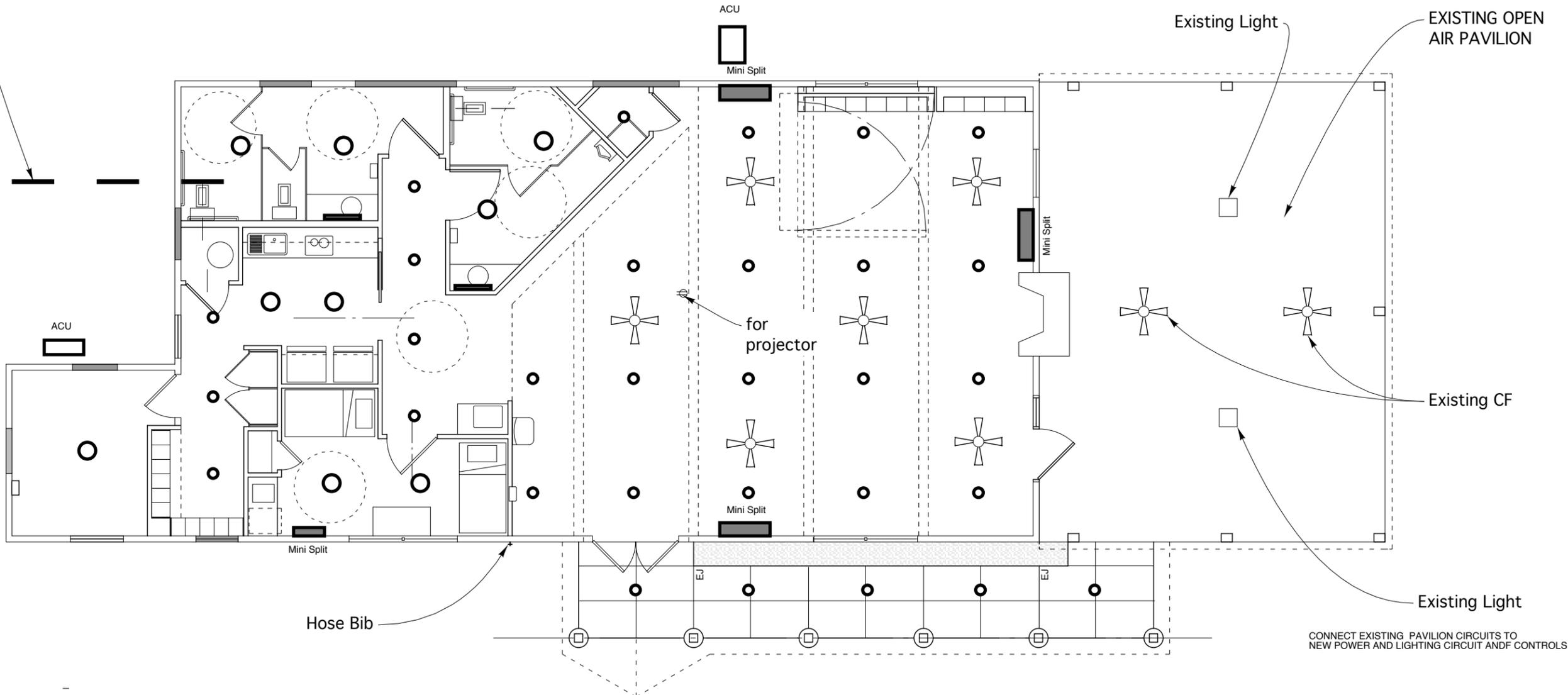
**Doors**

Scale: As Noted

Feb 12, 2018

**A8**

Probable Waste Line  
Location



2,067 SF

Line prints at 4" for 100% Reproduction

# MEP CONCEPT PLAN

Scale: 1/8" = 1' - 0"

Feb 12, 2018

---

**ITEM TITLE:** Correspondence 02/26/18

**ITEM SUMMARY:**

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Correspondence 2/26/18	2/22/2018	Cover Memo



Patricia O'Neil <poneil@natickma.org>

---

## Fwd: TOWN OF NATICK YOUR FY18 GRANT HAS BEEN APPROVED.

1 message

---

**Jeremy Marsette** <jmarsette@natickma.org>

Thu, Feb 22, 2018 at 12:02 PM

To: Donna Donovan <dondonovan@natickma.org>, Patricia O'Neil <poneil@natickma.org>

for inclusion in the Board of Selectmen's packet for their next meeting

thanks,  
jeremy

----- Forwarded message -----

From: **Jeremy Marsette** <jmarsette@natickma.org>

Date: Thu, Feb 22, 2018 at 12:00 PM

Subject: Fwd: TOWN OF NATICK YOUR FY18 GRANT HAS BEEN APPROVED.

To: "Bill Chenard," <chenard@natickma.org>, Jonathan Freedman <jfreedman@natickma.org>, Richard Tranfaglia <rtranfaglia@natickma.org>

Cc: Tom Hladick <thladick@natickma.org>

Jon/Bill,

Good news! we have been awarded the \$25,000 Workplace Safety and Training Grant from the Commonwealth. Please see the attached letter of congratulations from the Governor's Office. Could you please inform the Board of Selectmen of our good fortune?

The Grant funds will be used to provide safety training for all of the staff within the Public Works Department. The training will include the proper use of personal protective equipment, job site hazards awareness, trench excavation safety, electrical hazards safety, tree work safety, etc.

We have also taken the opportunity to create a Department Safety Manual and Employee Safety Handbook. Drafts of these documents are in current use and will be formally published shortly (copies of the drafts will be provided to the Personnel Board, HR, Town Administration, and Town Counsel for input). These Department Policies set safety expectations/responsibilities, procedures, and ensure proper documentation.

Along the same theme, we are drafting a full set of Public Works Department Policies to be in line with Best Management Practices. Drafts will be finalized in the coming weeks.

Thank you,  
Jeremy

----- Forwarded message -----

From: **Pesantes, Maria (DIA)** <maria.pesantes@state.ma.us>

Date: Thu, Feb 22, 2018 at 9:07 AM

Subject: TOWN OF NATICK YOUR FY18 GRANT HAS BEEN APPROVED.

To: Jeremy Marsette <jmarsette@natickma.org>

Congratulations, we are happy to announce that you have been selected to receive a Department of Industrial Accidents (DIA) Safety Grant.

As of 2/1/18, The Department of Industrial Accident's Office of Safety has approved your FY18 Safety Grant in the amount of \$24,877.50. You may now schedule and begin your training. Attached is your budget summary with modifications if any.



OFFICE OF THE GOVERNOR  
**COMMONWEALTH OF MASSACHUSETTS**  
STATE HOUSE • BOSTON, MA 02133  
(617) 725-4000

**CHARLES D. BAKER**  
GOVERNOR

**KARYN E. POLITO**  
LIEUTENANT GOVERNOR

Mr. Jeremy Marsette  
Town of Natick  
75 West St.  
Natick, MA 01760

February 8, 2018

Dear Mr. Marsette,

Congratulations! We are pleased to notify you that Town of Natick has been awarded a Workplace Safety and Education Grant in the amount of \$24,877.50. This initiative provides Massachusetts companies with financial assistance for the prevention of occupational injury, illness, and death in the workplace. As part of EOLWD, the Department of Industrial Accidents reviews and awards safety grants to promote safe and healthy conditions in the workplace through training, education, and other resources.

You will be receiving further instructions from the Department of Industrial Accidents on next steps, and please feel free to contact Kathy Manson, ([Kathy.Manson@massmail.state.ma.us](mailto:Kathy.Manson@massmail.state.ma.us)) if you have any questions.

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

Handwritten signature of Charles D. Baker in blue ink.

Handwritten signature of Karyn E. Polito in blue ink.

## BUDGET SUMMARY

APPLICANT:	TOWN OF NATICK DEPARTMENT OF PUBLIC WORKS
GRANT ADMINISTRATOR NAME:	JEREMY MARSETTE
ADDRESS:	75 WEST STREET, NATICK MA 01760
PHONE:	508-647-6552
E-MAIL ADDRESS:	JMARSETTE@NATICKMA.ORG

<u>DESCRIPTION</u> <i>TRAINING TOPICS</i> <i>NAMES OF TRAINERS</i>  <i>(ex. John Doe, Jim Sullivan CPR)</i>	<u>CONTRACT EXPENDITURE NUMBERS</u> <i>COMPLETE ONE OPTION ONLY</i>			<u>CONTRACT EXPENDITURE COST</u> <i>COMPLETE ONE OPTION ONLY</i>			<u>TOTAL COST</u>
	TOTAL # OF PEOPLE	or	TOTAL # OF CLASSES	COST PER PERSON	or	COST PER CLASS	
1. OSHA 10 TRAINING BILL KERSHAW	64			100			\$6,400
2. OSHA 30 TRAINING BILL KERSHAW	24			450			\$10,800
3. BUCKET TRUCK TRAINING BILL KERSHAW	6			175			\$1,050
4. CONFINED SPACE TRAINING BILL KERSHAW			1			\$2,500	\$2,500
5. TRENCH AND EXCAVATION TRAINING BILL KERSHAW			1			\$2,500	\$2,500
6.							
7.							
8.							
9.							
10.							
<i>Admin. Cost up to 7%</i>							\$1,627.50
<i>Maximum Obligation up to \$25,000</i>							\$24,877.50



Bountiful Farms, Inc.  
40 South Mill Street  
Hopkinton, MA 01748

February 20, 2018

Jonathan Freedman  
Chairman, Board of Selectmen  
Natick Town Offices  
131 E. Central Street  
Natick, MA 01760

Dr. Mr. Chairman:

As you may have heard, I shut down Natural Remedies due to the fact that our capital partner pulled out. At the end of last year, I was hired to run another RMD, Bountiful Farms. My interest in Natick as a location for a Bountiful Farms dispensary remains strong and I am now working with the owner of 13 Mercer Road, the property next to the one I was engaged with when I presented to the BOS last summer.

Bountiful Farms is squarely focused on the patient and we are committed to cultivating the highest quality, medical grade products and I am willing to back up that assertion by including a clause in the Host Agreement that would limit our sales to medical patients if the town requests it.

I understand from Jamie Errickson that the Board prefers to wait until the CCC's regulations are finalized and their impact on the town is better understood before making any decisions regarding awarding a Letter of Non-Opposition. As such, I will defer a formal request for a Letter of Non-Opposition until such a time. However, I would also welcome an opportunity to formally meet with the board to introduce Bountiful Farms in the near term if you are amenable to that.

Please let me know how you would like to proceed.

Sincerely,

Jeff Barton  
Chief Executive Officer  
Bountiful Farms, Inc.



February 8, 2018

**Via UPS**

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

Dear Chairman and Members of the Board:

Pursuant to G.L. Ch. 166A, Section 10, Comcast is pleased to provide a copy of its Form 500 for 2017. The Form 500 contains information on customer video service related issues in your community and how Comcast responded, including the time taken to resolve these complaints. For the Form 500, the Massachusetts Department of Telecommunications and Cable defines a complaint as:

Any written or verbal contact with a cable operator in connection with subscription in which a person expresses dissatisfaction with an act, omission, product or service that is (1) within the operator's control, and (2) requires a corrective measure on the part of the operator.

Comcast also has forwarded a copy of the enclosed Form 500 to the Department of Telecommunications and Cable.

If I can be of further assistance on any matter related to the Form 500, please contact me at 508-647-1418.

Very truly yours,

A handwritten signature in black ink, appearing to read "Greg Franks", is written over a light blue horizontal line.

Greg Franks  
Sr. Manager of Government Affairs

cc: Department of Telecommunications and Cable



# Form 500 Complaint Data

## Code Key: Avg. Resolution Time

<1> Less than 1 Day <2> 1-3 Days <3> 4-7 Days <4> 8-14 Days  
 <5> 15-30 Days <6> >30 Days

## Code Key: Manner of Resolution

A. Resolved to the satisfaction of both parties.  
 B. Resolved, customer dissatisfied. C. Not Resolved.

Town		Total Complaints		Avg Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
Year	Subscribers				A.	B.	C.
2017	4879						
Advertising/Marketing		0	1			0	
Appointment Service Call		3	2		3	0	
Billing		20	3		20	0	
Customer Service		1	4		1	0	
Equipment		22	2		22	0	
Installation		4	2		4	0	
Other	Damage	0	1			0	
Other	Programming	0	1			0	
Reception		0	1			0	
Service Interruption		6	3		6	0	

# Form 500 Service Interruption Data

Code Key: Duration of Service Interruption

<1> Less than 1 Day <2> 1-3 Days <3> 4-7 Days <4> 8-14 Days <5> 15-30 Days <6> >30 Days

Town

Natick

Year

2017

Subscribers

4879

Date of Service Interruption

Duration of Service Interruption (see Code Key above)

Town	Date of Service Interruption	Duration of Service Interruption (see Code Key above)
Natick	12/27/2017 5:55:00 PM	1
Natick	10/11/2017 8:51:00 PM	1
Natick	10/15/2017 7:50:00 AM	1
Natick	10/2/2017 1:14:00 PM	1
Natick	10/10/2017 1:31:00 PM	1
Natick	10/15/2017 7:10:00 AM	1
Natick	10/10/2017 1:31:00 PM	1
Natick	10/15/2017 7:10:00 AM	1
Natick	10/15/2017 7:10:00 AM	1
Natick	9/16/2017 7:29:00 PM	1
Natick	10/15/2017 7:10:00 AM	1
Natick	10/15/2017 7:10:00 AM	1
Natick	10/15/2017 7:10:00 AM	1
Natick	10/1/2017 2:25:00 PM	1
Natick	10/2/2017 10:30:00 AM	1
Natick	9/26/2017 4:49:00 PM	1
Natick	9/16/2017 7:29:00 PM	1
Natick	9/16/2017 10:29:00 PM	1
Natick	9/5/2017 8:17:00 PM	1
Natick	9/12/2017 10:00:00 AM	1
Natick	9/16/2017 7:29:00 PM	1
Natick	9/17/2017 3:19:00 AM	1
Natick	9/17/2017 3:19:00 AM	1
Natick	10/15/2017 7:50:00 AM	1
Natick	12/13/2017 12:31:00 PM	1
Natick	9/21/2017 11:06:00 PM	1
Natick	10/1/2017 2:25:00 PM	1
Natick	12/1/2017 1:37:00 AM	1

## Form 500 Service Interruption Data

Code Key: Duration of Service Interruption

<1> Less than 1 Day <2> 1-3 Days <3> 4-7 Days <4> 8-14 Days <5> 15-30 Days <6> >30 Days

Natick	9/19/2017 8:30:00 AM	1
Natick	7/12/2017 12:26:00 PM	1
Natick	12/7/2017 2:12:00 PM	1
Natick	12/7/2017 2:12:00 PM	1
Natick	12/27/2017 5:55:00 PM	1
Natick	11/28/2017 2:12:00 PM	1
Natick	12/23/2017 1:15:00 PM	1
Natick	12/20/2017 7:28:00 PM	1
Natick	11/29/2017 5:18:00 AM	1
Natick	12/4/2017 11:42:00 PM	1
Natick	12/27/2017 1:35:00 PM	1
Natick	12/4/2017 11:42:00 PM	1
Natick	12/4/2017 11:42:00 PM	1
Natick	12/4/2017 11:42:00 PM	1
Natick	10/21/2017 3:20:00 PM	1
Natick	12/4/2017 11:42:00 PM	1
Natick	11/29/2017 5:17:00 AM	1
Natick	12/4/2017 11:42:00 PM	1
Natick	11/26/2017 5:53:00 AM	1
Natick	11/10/2017 10:45:00 PM	1
Natick	11/10/2017 8:20:00 PM	1
Natick	11/8/2017 8:53:00 PM	1
Natick	9/24/2017 2:03:00 PM	1
Natick	9/21/2017 10:01:00 AM	1
Natick	11/11/2017 5:08:00 AM	1
Natick	10/23/2017 8:32:00 PM	1
Natick	11/1/2017 8:47:00 AM	1
Natick	12/18/2017 9:57:00 AM	1
Natick	8/1/2017 12:46:00 PM	1
Natick	6/21/2017 9:06:00 AM	1
Natick	6/21/2017 12:22:00 PM	1

## Form 500 Service Interruption Data

Code Key: Duration of Service Interruption

<1> Less than 1 Day <2> 1-3 Days <3> 4-7 Days <4> 8-14 Days <5> 15-30 Days <6> >30 Days

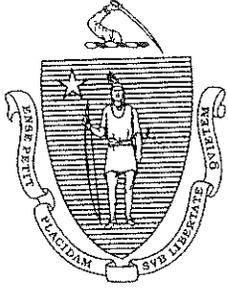
Natick	5/21/2017 10:13:00 AM	1
Natick	4/12/2017 3:31:00 PM	1
Natick	8/8/2017 8:47:00 AM	1
Natick	8/1/2017 12:46:00 PM	1
Natick	8/1/2017 12:46:00 PM	1
Natick	8/3/2017 8:12:00 AM	1
Natick	8/2/2017 10:58:00 AM	1
Natick	8/1/2017 12:46:00 PM	1
Natick	8/2/2017 6:27:00 PM	1
Natick	6/13/2017 6:05:00 PM	1
Natick	8/1/2017 12:46:00 PM	1
Natick	8/1/2017 12:46:00 PM	1
Natick	8/1/2017 12:46:00 PM	1
Natick	8/1/2017 12:46:00 PM	1
Natick	8/1/2017 12:46:00 PM	1
Natick	7/28/2017 7:08:00 PM	1
Natick	2/25/2017 3:42:00 AM	1
Natick	1/3/2017 2:56:00 PM	1
Natick	1/6/2017 8:06:00 AM	1
Natick	1/6/2017 11:56:00 AM	1
Natick	1/6/2017 3:56:00 AM	1
Natick	7/16/2017 1:36:00 PM	1
Natick	9/5/2017 8:17:00 PM	1
Natick	8/3/2017 11:42:00 AM	1
Natick	9/5/2017 3:47:00 AM	1
Natick	9/16/2017 7:29:00 PM	1
Natick	8/1/2017 12:46:00 PM	1
Natick	7/1/2017 10:03:00 AM	1
Natick	9/5/2017 6:37:00 AM	1
Natick	9/5/2017 8:17:00 PM	1
Natick	9/5/2017 6:37:00 AM	1

## Form 500 Service Interruption Data

Code Key: Duration of Service Interruption

<1> Less than 1 Day <2> 1-3 Days <3> 4-7 Days <4> 8-14 Days <5> 15-30 Days <6> >30 Days

Natick	9/16/2017 7:29:00 PM	1
Natick	9/5/2017 3:47:00 AM	1
Natick	9/5/2017 6:37:00 AM	1
Natick	9/5/2017 8:17:00 PM	1
Natick	9/5/2017 3:47:00 AM	1
Natick	9/5/2017 3:47:00 AM	1
Natick	9/5/2017 6:37:00 AM	1
Natick	7/3/2017 9:33:00 PM	1
Natick	7/1/2017 9:33:00 PM	1
Natick	7/3/2017 10:28:00 AM	1
Natick	9/5/2017 4:47:00 AM	1
Natick	7/3/2017 11:23:00 AM	1
Natick	7/14/2017 9:51:00 PM	1
Natick	7/19/2017 4:07:00 AM	1
Natick	7/28/2017 5:08:00 PM	1
Natick	8/13/2017 1:07:00 AM	1
Natick	9/5/2017 3:47:00 AM	1
Natick	8/19/2017 3:37:00 PM	1
Natick	9/5/2017 8:17:00 PM	1
Natick	9/4/2017 1:02:00 PM	1
Natick	9/5/2017 6:37:00 AM	1



THE COMMONWEALTH OF MASSACHUSETTS  
STATE RECLAMATION & MOSQUITO CONTROL BOARD  
**CENTRAL MASSACHUSETTS  
MOSQUITO CONTROL PROJECT**

111 Otis Street, Northborough, MA 01532 - 2414  
Telephone (508) 393-3055 • Fax (508) 393-8492  
[www.cmmcp.org](http://www.cmmcp.org)



COMMISSION CHAIRMAN  
RICHARD DAY

EXECUTIVE DIRECTOR  
TIMOTHY D. DESCHAMPS

February 8, 2018

Pursuant to the State Reclamation & Mosquito Control Board's (SRMCB) budget notification and compliance certification policy, as revised, please find enclosed Form SRB-1.

These documents show our preliminary proposed budget amount, increase from FY18 and estimated balance forward on page 1. Pages 3 and 4 show each member community's percentage of total budget, share amounts for CMMCP and SRMCB, and total assessment estimate for FY19.

There are no forms to be mailed back to your office. Please direct any questions, comments or concerns to me at [timothy.deschamps@state.ma.us](mailto:timothy.deschamps@state.ma.us) or the CMMCP Commission at [commission@cmmcp.org](mailto:commission@cmmcp.org) before April 15, 2018.

For more information, please find budget information posted on our website at this link: [http://www.cmmcp.org/budget\\_info.htm](http://www.cmmcp.org/budget_info.htm). Thank you.

Sincerely,

Timothy D. Deschamps  
Executive Director

cc:  
Town Administrators/ Town Managers  
Select Board Chair  
Finance Committee Chair  
Board of Health Director/Agent

Project Name: Central Mass. Mosquito Control Project

**NOTICE OF PRELIMINARY PROPOSED BUDGET FOR FY/2019**

Notice is hereby given that the Central Mass. Mosquito Control Project's (the "Project") preliminary proposed budget for **FY2019** is available online for viewing at ([http://www.cmmcp.org/FY19\\_budget.htm](http://www.cmmcp.org/FY19_budget.htm)) and summarized below. Any questions, comments or concerns regarding this preliminary budget should be directed to: CMMCP Executive Director Timothy Deschamps at [timothy.deschamps@state.ma.us](mailto:timothy.deschamps@state.ma.us) or SRB Chair Taryn LaScola at [taryn.lascola@state.ma.us](mailto:taryn.lascola@state.ma.us) by April 15<sup>th</sup>.

1. The total preliminary dollar amount that the Project is proposing for FY2019 is **\$ 2,343,986**. The chart found below highlights the preliminary budget request by the Project for the coming year with pertinent budget information that fully describes the "total trust fund account" budget amount available for the Project to expend in FY2019.

A. Project Name	B. Number of Employees	C. FY2019 Preliminary Proposed Budget Amount	D. FY2019 % Increase towards Operating Budget	E. FY2019 % Increase towards Capital Budget	F. FY2019 Total % Increase Over Certified FY2016 Budget (Add D + E)	G. FY2018 Estimated Balance Forward /Rollover Amount	H. FY2018 Actual Budget Revenues	I. FY2019 Total Est'd Funding Available in Trust Account (Add C + G)
Central Mass.	21	\$ 2,343,986	3.4%	%	3.4%	\$250,000	\$2,266,843	\$2,593,986

**Sample Form SRB-1**  
**Page 2 of 3**

2. The member municipalities within the Project together with each municipality's estimated proportionate share thereof expressed both as a percentage and as a dollar amount, are as set forth on Form SRB-1, Page 2. **As of the date of this notice, the Project is comprised of 41 municipalities as listed on Form SRB-1, Page 2.**

If the composition of the Project changes because one or more municipalities join or withdraw from the Project, the total preliminary budget will be adjusted pro rata.

8. A copy of this Notice, together with a copy of the preliminary budget proposed, has been delivered or mailed to the Chief Administrative Officer, Chief Executive Officer, to the Finance Committee of each member municipality having a finance committee, and to the State Reclamation and Mosquito Control Board.

Project Name: Central Mass. Mosquito Control Project  
 FY2019 Proposed Cherry Sheet Assessments Estimates  
 Based on the preliminary proposed Project budget  
 (2016 Equalized Valuations)

Name of Municipality	% of Total Budget	Project Share Amount*	State Reclamation Mosquito Control Board Share Amount*	Total Assessment Estimate*
Acton	3.1%	\$71,778	\$2,992	\$74,770
Ashland	1.9%	\$43,784	\$1,825	\$45,609
Auburn	2.1%	\$48,386	\$2,017	\$50,403
Ayer	1.2%	\$27,894	\$1,163	\$29,057
Berlin	1.5%	\$34,714	\$1,447	\$36,161
Billerica	4.1%	\$96,018	\$4,002	\$100,020
Blackstone	1.3%	\$31,352	\$1,307	\$32,659
Boxborough	1.3%	\$31,164	\$1,299	\$32,463
Boylston	1.8%	\$42,727	\$1,781	\$44,508
Chelmsford	3.6%	\$84,376	\$3,517	\$87,893
Clinton	0.9%	\$20,315	\$847	\$21,162
Dracut	2.9%	\$68,180	\$2,842	\$71,022
Fitchburg	3.4%	\$80,002	\$3,334	\$83,336
Gardner	2.6%	\$60,417	\$2,518	\$62,935
Holliston	2.5%	\$58,502	\$2,438	\$60,940
Hopedale	0.7%	\$16,371	\$682	\$17,053
Hopkinton	3.6%	\$83,770	\$3,492	\$87,262
Hudson	1.8%	\$41,254	\$1,719	\$42,973
Lancaster	3.1%	\$72,207	\$3,010	\$75,217
Leominster	3.8%	\$88,839	\$3,703	\$92,542
Littleton	2.1%	\$49,666	\$2,070	\$51,736
Lowell	3.1%	\$71,984	\$3,000	\$74,984
Lunenburg	3.0%	\$71,290	\$2,971	\$74,261
Marlborough	3.4%	\$80,142	\$3,340	\$83,482
Milford	2.3%	\$52,787	\$2,200	\$54,987

Millbury	2.0%	\$46,538	\$1,940	\$48,478
Millville	0.6%	\$13,553	\$565	\$14,118
Natick	3.4%	\$78,711	\$3,281	\$81,992
Northborough	2.5%	\$59,742	\$2,490	\$62,232
Northbridge	2.1%	\$50,226	\$2,093	\$52,319
Sherborn	1.9%	\$45,488	\$1,896	\$47,384
Shrewsbury	3.4%	\$80,250	\$3,345	\$83,595
Southborough	2.0%	\$47,781	\$1,992	\$49,773
Stow	2.1%	\$49,784	\$2,075	\$51,859
Sturbridge	4.2%	\$97,598	\$4,068	\$101,666
Tewksbury	3.2%	\$73,931	\$3,081	\$77,012
Webster	1.6%	\$38,420	\$1,601	\$40,021
Westborough	3.0%	\$71,154	\$2,966	\$74,120
Westford	4.2%	\$98,981	\$4,125	\$103,106
Wilmington	2.7%	\$63,910	\$2,664	\$66,574
TOTAL	100.0%	\$2,343,986	\$97,698	\$2,441,684

(Updated: 5/17/17)

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114  
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

MATTHEW A. BEATON  
Secretary

JOHN LEBEAUX  
Commissioner

**TO:** Municipal Chief Executive Officers and Boards of Health

**FROM:** Taryn LaScola, Director, Division of Crop and Pest Services

**REGARDING:** MDAR Apiary Program

**DATE:** February 8, 2018

The Massachusetts Department of Agricultural Resources (“Department”) Division of Crop and Pest Services manages the state Apiary Program (“Program”). The Program promotes and sustains apiculture in the Commonwealth by providing support to honey beekeepers, pesticide applicators, farmers, land managers, educators, regulators and government officials. The Program is comprised of a team of highly trained and knowledgeable staff consisting of a Chief Inspector and full-time seasonal inspectors located throughout the state. In addition, the Program is also charged with carrying out and enforcing the apiary laws and regulations found at M.G.L.c. 128 sections 32-38 and 330 CMR 8.00.

Due to the increased popularity of honey beekeeping and the rising number of beekeepers, the Department would like to inform municipalities that it is available to offer guidance and assistance in the following ways:

- Educational outreach to town officials
- Information on honey bee biology
- Information on existing state laws and regulations
- Information on best management practices for honey beekeeping
- Information on the Apiary Program’s services
- Providing the Massachusetts Pollinator Protection Plan

Honey bee health in the country and in Massachusetts is in decline, represented most noticeably by the high annual losses of colonies. A vast majority of agriculture in the Commonwealth and our local food supply relies on honey bees for pollination. The Department supports the efforts of commercial and hobby honey beekeeping within the Commonwealth. The Department also understands that residents and municipalities often have questions and concerns about honey beekeeping activities. Given this, the Department is available to provide municipal government support and assistance.

Please review the attached Apiary Program brochure and also visit our website for additional information: <https://www.mass.gov/apiary-program-honey-bees>. If questions or concerns arise, please contact the Department for additional support.

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114  
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

MATTHEW A. BEATON  
Secretary

JOHN LEBEAUX  
Commissioner

**NOTICE: PUBLIC HEARINGS FOR VEGETATION MANAGEMENT PLAN**

Pursuant to the Rights-of-Way Management Regulations (333 CMR 11.00) in order to apply pesticides to control vegetation to maintain Rights-of Ways, the Department of Agricultural Resources must approve a Vegetation Management Plan (VMP) and a Yearly Operational Plan (YOP). The VMP is intended to justify the need to control vegetation, identify target vegetation, describe the intended methods of control, describe methods for identifying sensitive areas, describe operational guidelines for applicators, outline a program of Integrated Pest Management (IPM) designed to reduce the use of herbicides, and describe alternative land use activities.

The following municipalities are advised that Eversource Energy, Eastern MA proposes to utilize herbicides to treat their Rights-of-Way in Central, Eastern and Southeastern, MA:

MUNICIPALITIES		
ABINGTON	FRAMINGHAM	NORFOLK
ACTON	FRANKLIN	PEMBROKE
ACUSHNET	FREETOWN	PLYMOUTH
ARLINGTON	HALIFAX	PLYMPTON
ASHLAND	HANSON	RANDOLPH
AVON	HOLBROOK	ROCHESTER
BEDFORD	HOLLISTON	SHARON
BELLINGHAM	HOPKINTON	SHERBORN
BLACKSTONE	KINGSTON	SOMERVILLE
BOSTON	LEXINGTON	STOUGHTON
BRAINTREE	LINCOLN	SUDBURY
BRIDGEWATER	MARION	UXBRIDGE
BROCKTON	MARSHFIELD	WALPOLE
BROOKLINE	MATTAPOISETT	WALTHAM
BURLINGTON	MAYNARD	WATERTOWN
CAMBRIDGE	MEDFIELD	WAREHAM
CANTON	MEDWAY	WAYLAND
CARLISLE	MENDON	WESTON
CARVER	MIDDLEBOROUGH	WESTPORT
CHELSEA	MILLIS	WESTWOOD
DARTMOUTH	MILLVILLE	WEYMOUTH
DEDHAM	MILTON	WHITMAN
DOVER	NATICK	WILMINGTON

DUXBURY	NEEDHAM	WINCHESTER
EAST BRIDGEWATER	NEW BEDFORD	WOBURN
FAIRHAVEN	NEWTON	

**PUBLIC HEARINGS SCHEDULED:**

In accordance with 333 CMR 11.05 the Department of Agricultural Resources will conduct regional hearings to receive public comment on the proposed Vegetation Management Plan for the Eversource Energy, Eastern MA as submitted by Eversource Energy.

To provide all interested parties an opportunity to comment on the proposed VMP, public hearings will be held at the following locations:

**Monday, February 26, 2018: Wareham Town Hall, Room 27 Third floor, 54 Marion Road, Wareham, Massachusetts from 11:00am – 12:30 pm.**

**Tuesday, February 27, 2018: UMass Waltham Field Station, 3rd floor conference room, 240 Beaver Street, Waltham, Massachusetts from 11:00 am – 12:30 pm.**

Available for Public Review Prior to Hearings:

Section 11.05 (3)(d) of the Row Management Regulations provide: “At least 21 days prior to the end of the public comment period, the applicant shall send a copy of the proposed VMP to the chief elected official, the Board of Health, and the Conservation Commission in affected communities upon their request.” Such request should be made to:

William Hayes, Senior Arborist  
Eversource Energy, Eastern MA  
Vegetation Management  
247 Station Drive, SE-370  
Westwood, MA 02090-9230  
781-441- 3932 (office)

The proposed VMP is posted at <http://www.mass.gov/eea/agencies/agr/pesticides/vegetation-management-and-yearly-operation-plans.html> and <https://www.eversource.com/content/ema-c/about/about-us/doing-business-with-us/municipal-officials/transmission-vegetation-management> for reviewing. It is also available for review at the Reference Desk of the following public libraries:

Framingham Public Library, 49 Lexington Street, Framingham, Massachusetts

Written Comments Requested

The public hearings listed above will give interested parties the opportunity to present data, views or arguments, orally or in writing concerning the proposed VMP. Persons giving testimony are also requested to provide written comments. Written comments in advance of the hearing dates are welcome. The Department will accept written testimony concerning the Eversource Energy, Eastern MA VMP until the close of business: Friday, March 2, 2018  
Commentary should be sent to:

Rights-of -Way Program  
Massachusetts Department of Agricultural Resources  
251 Causeway Street, Suite 500 Boston,  
Massachusetts 02114-2151

Comments must be received by close of business: March 2, 2018



# 2018 Wells Fargo and USCM CommunityWINS<sup>®</sup> Grant Program

## *Application Guidelines*



The Wells Fargo and  
U.S. Conference of Mayors  
CommunityWINS<sup>®</sup> Grant Program  
is a collaborative effort between  
USCM, Wells Fargo Bank, and  
Wells Fargo Foundation.



Together we'll go far



## Goal of this grant funding

The Wells Fargo/U.S. Conference of Mayors (USCM) **CommunityWINS** (Working/Investing in Neighborhood Stabilization) Grant Program is a collaborative effort between USCM, Wells Fargo Bank, and the Wells Fargo Foundation. The goal of the grant is to:

- Assist cities with the opportunity to invest, strengthen, and promote long-term economic prosperity
- Award \$1,000,000\* to support local nonprofit partners to cities of all sizes nationwide in 2018

The awards are aimed to recognize outstanding mayoral-based initiatives that can assist their city in promoting economic growth and to share these best practices to assist other cities in developing local programs in their market.

## Background

In January 2015, the U.S. Conference of Mayors (USCM) and Wells Fargo announced a new collaboration, the **CommunityWINS** grant program, aimed at accelerating neighborhood revitalization, economic development, and job creation in municipalities across the country.

The USCM and Wells Fargo are committed to providing the opportunity for cities across the United States, through local nonprofits, to invest in and promote the long-term economic prosperity and quality of life for their communities. Together, we're focused on strengthening and expanding communities, removing blight and rebuilding communities, recognizing outstanding leadership and innovative solutions, and identifying these initiatives and best practices.

## Step 1 | Eligibility guidelines

Every member city of the USCM is eligible to apply for the 2018 **CommunityWINS** Grant Program. Applications must include a Letter of Support from the Mayor. A city may nominate **up to three** eligible nonprofit organizations of the city's choice to apply. The eligible nonprofit must represent a U.S. based IRS qualified charitable 501(c)(3) organization with a valid tax identification number.

The eligible programs must address one of the following segments:

- **Neighborhood stabilization** — projects designed to stimulate growth, stability, and assist in removing blight and rebuilding communities
- **Economic development** — projects designed to promote business development
- **Job creation** — projects to aid in local job creation or assist in job training

All programs must be initiated with the full support of the mayor to be eligible, including those developed and implemented in collaboration with the private sector, community groups, and other partners.

Cities applying for the award must be in good membership standing with USCM.

### Award breakdown:

- Six awards available in 2018
- Two awards per population category
  - **Large:** Population greater than 250,000 • **Medium:** Population of 75,000 – 250,000, • **Small:** Population less than 75,000

	Large city winner	Large city outstanding achievement	Medium city winner	Medium city outstanding achievement	Small city winner	Small city outstanding achievement
Grant award/year	\$300,000	\$75,000	\$150,000	\$50,000	\$150,000	\$50,000

\*Includes administrative program support costs

## Step 2 | Application

Eligible nonprofit organizations interested in competing for the 2018 **CommunityWINS** Grant Program must complete the online application, available at [usmayors.org/communitywins](http://usmayors.org/communitywins). Applications will only be accepted online.

Completed applications are due no later than **March 16, 2018**. Correspondence will only be sent to mayoral and nonprofit email addresses supplied in the completed applications.

If you have any questions regarding the application process or program, please send via email to [CommunityWINS@wellsfargo.com](mailto:CommunityWINS@wellsfargo.com).

## Step 3 | Selection and review process

An independent panel of external judges, comprised of former mayors and experts, will convene in April 2018 to select the winners of the **CommunityWINS** Grant Program. Judges will use the following criteria to select the winning programs/non-profit organization:

- Innovative ideas that can be replicated
- Demonstrate Mayoral collaboration with the nonprofit to help strengthen communities
- Project's ability to complete within designated timeframes
- Winning nonprofit programs in previous years are no longer eligible

## Step 4 | Announcement of awards

Announcement of the winning initiatives will be made at a Plenary Luncheon in June 2018, during The U.S. Conference of Mayors 86th Annual Meeting in Boston, Massachusetts. Winning nonprofit organizations will be notified prior to the annual conference.

## Step 5 | What winning nonprofits must do:

1. Mayors of winning nonprofits must attend or send a designee to the Annual meeting in June 2018 in Boston, Massachusetts.
2. Each award recipient must host a local mayoral dedication event. Local dedication events will be held after the awards are announced and should be completed by the end of the year 2018. The United States Conference of Mayors will work extensively with assisting municipal staff in planning the local dedication event and USCM and Wells Fargo will be in attendance to re-present the award to the mayor.
3. All award dollars must be utilized within 1 year of receipt, and each winning nonprofit will provide detailed reporting on how the award dollars were used.

**Note:** If dollars are used in conjunction with other award dollars, **CommunityWINS** Grant Program funds must be utilized within 2 years.

## Step 6 | Important dates

**January 24 – March 16, 2018:** Application Period

**March 16, 2018:** Application Deadline (Midnight Eastern Time)

**June 8 – 11, 2018:** **CommunityWINS** Grant Program awards announced at 86th Annual Meeting in Boston, Massachusetts

# CommunityWINS<sup>®</sup> Grant Program

## **Mayor contact information:**

Name

Address

City, State, Zip

Phone Number

Email Address

## **Population Category:**

- Large (Population greater than 250,000)
- Medium (Population of 75,000 - 250,000)
- Small (Population less than 75,000)

## **Mayoral staff contact information:**

Name

Phone Number

Email Address

## **Nonprofit contact information:**

Name of organization

Primary contact name

Address

City, State, Zip

Phone Number

Email Address

Website

## What you need to submit

Your nonprofit organization is being considered for a **CommunityWINS** Grant Program award. In order to proceed with the consideration process, please submit the application online at [usmayors.org/communitywins](http://usmayors.org/communitywins). Below is a checklist of information you will need to collect before applying online.

If you have any questions, please send an email to [CommunityWINS@wellsfargo.com](mailto:CommunityWINS@wellsfargo.com).

### Section 1: Description of proposed Mayor initiative/program

#### *Completed by Mayor's office and nonprofit organization*

- Name of the project or program
- Is it a new or existing project or program? If an existing project or program, what year did it start?
- Provide an executive summary describing how grant funds will be used (limited to 500 words)
- Why did the city identify the need for this project or program?
- How is the Mayor supporting the initiative?
- Describe how your project or program is innovative or outstanding
- List the city's goals for neighborhood stabilization and how those goals are accomplished by the project or program
- Please provide sample budgets for each of the grant award categories:
  - Large Cities: Population 250,000+
    - A) \$300,000
    - B) \$75,000
  - Medium Cities: Population (75,000 - 250,000)
    - A) \$150,000
    - B) \$50,000
  - Small Cities: Population (up to 75,000)
    - A) \$150,000
    - B) \$50,000
- Upload a detailed Budget A and B with specific line item(s) explaining how the grant dollars will be allocated to proposed initiatives/program
- What other resources are available for leverage?
- How much money is required for a successful implementation of this project or program? (attach project budget; no more than 15% can be used toward administrative fees)?
- Who are your partners? What other funding sources or resources will be used to support the project or program?
- List project plan or timeline showing key milestone dates and expected project completion timeframe (include funding through completion date with completion date being no later than 1 year from funds awarded)
- How will your organization measure the project's success?
- Upload Mayoral Letter of Support. Please address to 2018 CommunityWINS Judging Panel c/o USCM, 1620 Eye Street N.W., Washington D.C. 20006

### Section 2: Organization and program information

#### *Completed by the Nonprofit organization*

- Mission statement and year founded
- General overview of programs and services offered
- Staff information – names and titles

- Relationship with Wells Fargo (e.g., local investments, grants or volunteer support. Please include contact information for relationship.)
- List examples of recent projects with city
- Describe the success metrics you will use to ensure a successful initiative/program, including expected outcomes and impact

Section 3: Required application information to qualify

***Completed by the Nonprofit organization***

Upload the following:

- W-9
- Federal Tax ID Number and certificate (unexpired)
- 501(c)(3) letter
- Provide a copy of the organization's recently filed IRS Form 990 including Schedule A, if applicable; and most recent audited financial statement
- Provide a copy of current annual budget

**Requirements for consideration**

When making the decision to participate in the program, please consider the following requirements of award winners:

- All nonprofits must provide Mayoral Letter of Support and legal documents (W-9, Federal Tax ID and certificate, and 501(c)(3) letter) to qualify.
- Mayors of award-winning nonprofits must attend or send a designee to the awards announcement ceremony at the Plenary Luncheon during the U.S. Conference of Mayors 86th Annual Meeting in Boston, Massachusetts.
- Each award recipient must host a local mayoral dedication event by the end of the year 2018. Local dedication events will be held after the awards are announced. The United States Conference of Mayors will work extensively with assisting municipal staff in planning the local dedication event and USCM and Wells Fargo will be in attendance to represent the award to the mayor.
- **Correspondence will only be sent to mayoral and nonprofit email addresses supplied in the completed application.**
- All projects must be completed by the end of one year from receiving grant dollars.
- Winning cities' nonprofit partners must complete and submit a CommunityWINS Final Report within one year from receiving grant dollars.

**In addition to financial rewards, cities will be receiving the following:**

- A national media campaign by the USCM and Wells Fargo to publicize the city's achievements in creating community development programs in their communities through their nonprofit partners.
- Recognition at the U.S. Conference of Mayors 86th Annual Meeting in Boston, Massachusetts.
- A description of the winning projects or programs will be highlighted on the conference's website and USCM publications.



# Bloomberg Philanthropies

February 15, 2018

Selectmen Chair Jonathan Freedman  
Town of Natick  
Town Hall  
13 East Central Street  
Natick, MA 01760-4629

Dear Selectman Freedman:

It is my pleasure to invite you to participate in the 2018 Bloomberg Philanthropies Public Art Challenge, helping cities address major challenges by activating their creative communities.

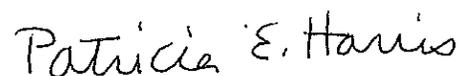
We are looking to support innovative temporary public art projects that demonstrate close collaboration between city government, artists, and cultural organizations. At least three cities will be selected to receive up to \$1 million each for projects that enhance the local economy, civic identity, and residents' quality of life.

During the first Public Art Challenge, launched in 2015, Bloomberg Philanthropies worked with mayors on four transformative projects in Gary, IN; Los Angeles, CA; Spartanburg, SC; and a consortium of Albany, Schenectady and Troy, NY. This year's initiative builds on the success and momentum of our inaugural program as we seek a new round of opportunities to support municipal innovation, strengthen public-private partnerships, engage communities, and enrich the vibrancy of U.S. cities.

For more information on the initiative and how to apply, visit [publicartchallenge.bloomberg.org](http://publicartchallenge.bloomberg.org). Each application requires a partnership between an artist or arts organization and the host city's mayor, so your leadership is essential. The deadline for submission is Thursday, April 19, 2018.

I hope you will be part of this exciting program. We look forward to receiving your submission, and encourage you to contact Anita Contini at (212) 205-0222 or [publicart@bloomberg.org](mailto:publicart@bloomberg.org) with any questions.

Sincerely,



Patricia E. Harris  
Chief Executive Officer

PEH:jr



Patricia O'Neil <poneil@natickma.org>

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## Lighted Basketball Courts at Brown School (as part of the Kennedy Middle School Building Project)

1 message

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Joanne Knight <jessbri92@comcast.net>  
To: Selectmen@natickma.org

Mon, Feb 19, 2018 at 10:07 PM

To All Members of the Board of Selectmen:

It is our understanding that the proposed lighting of the basketball court will be reevaluated at Kennedy Building Committee meetings over the next few weeks. As abutters to Brown School for the last 24 years we would like to share a little history of the previous full basketball court that was there prior to the modular unit. Our back yard abuts the modular unit and we were able to see the previous basketball court as well as playground from our yard. Quite frequently in the nice weather cars would pull up at night (sometimes late) and turn their head lights on facing the court to play basketball. It was clear they were drinking and they would get quite loud and the swearing was atrocious!!! We used to sit out on our three season porch in the warm weather after dark and enjoy the peace and quiet until the teenagers would pull up. As the basketball games progressed they would become quite rowdy. Some of the teenagers would then start jumping all over the little kids playground equipment as well. My husband used to call over to them (even walked over there a few times) and asked them to keep the noise level down and to stay off the playground equipment. One time the teenagers became so incredibly rude my husband came home and called the police. The police advised my husband to never walk over there in the dark. They told him sometimes the basketball courts attracted bad elements and it was safer to simply call the police. Our concern is that if you light a new basketball court, it will be used after dark by teenagers (some from Framingham which is right down the street) and the drinking and swearing will go on until lights are out....possibly 11 pm. It is impossible for the police department to monitor the area 100% or anywhere close to 100% of the time. It's more like 15% of the time.

We recently learned that 40 foot lighted poles are proposed at either end of the basketball court. We inquired at the last community meeting as to the height of the current modular unit. We were told the modular unit is estimated to be 18 to 20 feet high. This would mean the neighbors on this side of Barnesdale will have the lights from the basketball court spill into our yards since the proposed poles are twice the height of the modular unit. Neighbors up on Hartford Street will probably see the lights as well. We also learned that the Planning Board has stated there are two other planned **lighted** basketball courts in town: Navy field and East School. If there already are two lighted basketball courts in the works, we feel a third **lighted** basketball court so close to abutting neighbors is not a necessity. We certainly understand that more courts are needed in town and are not objecting to a basketball court. However, we are objecting to lighting the basketball court. In the nice weather teenagers could play until 8:30 or possibly 9:00 pm without lights.

Sincerely,

Joanne and Jim Knight  
38 Barnesdale Road  
Natick



Patricia O'Neil <poneil@natickma.org>

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## Regarding the Proposed Lighted Basketball Court at Brown School

2 messages

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Tao Jin <TJin@rmf.harvard.edu>

Wed, Feb 21, 2018 at 11:00 AM

To: "Kennedyproject@natickps.org" <Kennedyproject@natickps.org>, "Smeyler@natickps.org" <Smeyler@natickps.org>, "Schoolcommittee@natickps.org" <Schoolcommittee@natickps.org>, "Selectmen@natickma.org" <Selectmen@natickma.org>

Cc: Tara & Tao Jin <taratao@aol.com>

To Whom It May Concern,

It is our understanding that the proposed lighting of the basketball court will be reevaluated at Kennedy Building Committee meetings over the next few weeks. As abutters to Brown School we have concerns over this proposal.

Our back yard abuts the modular unit and we were able to see the previous basketball court as well as playground from our yard. Quite frequently in the nice weather cars would pull up at night (sometimes late) and turn their head lights on facing the court to play basketball. It was clear they were drinking and they would get quite loud and the swearing was atrocious!!! As the basketball games progressed they would become quite rowdy. Some of the teenagers would then start jumping all over the little kids playground equipment as well. The Police even warned us that sometimes the basketball courts attracted bad elements. Our concern is that if you light a new basketball court, it will be used after dark by teenagers (some from Framingham which is right down the street) and the drinking and swearing will go on until lights are out....possibly 11 pm. It is impossible for the police department to monitor the area 100% or anywhere close to 100% of the time.

We recently learned that 40 foot lighted poles are proposed at either end of the basketball court. We inquired at the last community meeting as to the height of the current modular unit. We were told the modular unit is estimated to be 18 to 20 feet high. This would mean the neighbors on this side of Barnesdale will have the lights from the basketball court spill into our yards since the proposed poles are twice the height of the modular unit. Neighbors up on Hartford Street will probably see the lights as well. We also learned that the Planning Board has stated there are two other planned **lighted** basketball courts in town: Navy field and East School. If there already are two lighted basketball courts in the works, we feel a third **lighted** basketball court so close to abutting neighbors is not a necessity. We certainly understand that more courts are needed in town and are not objecting to a basketball court. However, we are objecting to lighting the basketball court. In the nice weather teenagers could play until 8:30 or possibly 9:00 pm without lights.

Sincerely,

Tao Jin & Tara Tehan

40 Barnesdale Rd,

Natick, MA

This message and any accompanying documents may contain information that is confidential, privileged or exempt from disclosure under applicable law and is intended for the exclusive use of the addressee. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted in reliance on this message is prohibited. Although this email and any attachments are believed to be free of any virus, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by the sender for any loss or damage arising from its use.

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**ITEM TITLE:** Warrant Articles

**ITEM SUMMARY:** \* A list of Warrant Articles and text are available on the website at Natickma.gov, in the Town Clerk's Office, Selectmen's Office, Post Office, Bacon Free Library, and Morse Institute Library, and at one location in each precinct.

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