

BOARD OF SELECTMEN
Edward H. Dlott Meeting Room
AGENDA
June 25, 2018
5:30 PM

Agenda Revised 6/22/18 at 11:07 AM ----- Open Session Begins at 7:00 PM

EXECUTIVE SESSION

Labor - Discussion of strategy with respect to litigation and collective bargaining under purpose 3, concerning JLM-15-4930

Litigation - Discussion of strategy with respect to litigation under purpose 3

ANNOUNCEMENTS

1. Exit 13/Golden Triangle Joint Public Open House - Framingham & Natick

WHAT'S NEW

CITIZEN'S CONCERNS

REQUESTED ACTION

2. Ron Myrick of Tetra Tech: Request to Install Monitoring Wells at 226 North Main Street
3. Public Hearing (Continued from 5/29/18): Alteration of Premises for an All-Alcohol Off-Premises License - Total Wine and More
4. Procurement Officer: Contracts
 - a. Police Station Radio Room Uninterrupted Power Supply Contract
 - b. Renewal of Prescription Medications Contract for Veterans
 - c. MAPC Contract for Guard Rails Throughout the Town

DISCUSSION AND DECISION

5. Director of Community & Economic Development: CRT
 - a. Status of Easements and Related Land Issues
 - b. CRT Advisory Committee Composition Status Update
 - c. Bridge Naming Rights Legislation
 - d. Project Budget
 - e. Approve Traffic Control Agreement with MassDOT for Bike Path Construction for the CRT
6. Deputy Town Administrator/Finance Director: Year-End

Transfers

7. Collector/Treasurer: Approve Issue of \$4,487,000 General Obligation Bond Anticipation Notes Municipal Purpose Loan and Sign Associated Loan Documents

CONSENT AGENDA

8. Approve Entertainment License for Piped-In Music for Chipotle
9. Approve Re-Appointments to Boards and Committees
 - a. Audit Advisory Committee - Term expires 6/30/21
 1. Saul Berkowitz
 - b. Bacon Free Library Maintenance Committee - Term expires 6/30/21
 2. John Donovan
 - c. Cable Advisory Board and Information Systems Advisory Board - Term expires 6/30/21
 1. Todd Gillenwater
 2. Hank Szretter
 3. Arnold Pinsley
 4. Paul Gorman
 - d. Cochituate Rail Trail Advisory Committee - Term expires 6/30/21
 1. David Camacho
 2. Jamie Errickson
 3. Barb Coco
 - e. Community Services Advisory Committee - Term expires 6/30/21
 1. James Brennaman
 - f. Conservation Commission - Term expires 6/30/21
 1. George Bain
 2. Jeffrey Richards
 - g. Cultural Council - Term expires 6/30/20
 1. Joe Idzal
 2. Raffaella Torchia
 - h. Historical Commission - Term expires 6/30/21
 1. Salvatore Alessi
 2. Steve Evers
 - i. Historic District Commission - Term expires 6/30/21
 1. Christopher Milford
 - j. Lookout Farm Advisory Committee - Term expires 6/30/21
 1. James Yannes
 2. Sarah Ott Shoemaker
 - k. Mathworks Scholarship Committee - Term expires 6/30/21
 1. Greg Cohen
 - l. Open Space Advisory Committee - Term expires 6/30/21
 1. Martin Kessel
 - m. Recreation & Parks Commission - Term expires 6/30/21
 1. Wayne Szretter

- n. Affordable Housing Trust Fund - Term expires 6/30/20
 - 1. Jay Ball
- o. Contributory Retirement Board - Term Expires 6/30/21
 - 1. Mark Bergin
- 10. Confirm the Town Administrator's Re-Appointment of Art Goodhind as Tree Warden
- 11. Approve Board of Selectmen Meeting Dates
- 12. Authorize Chair to Sign MWRTA/Town of Natick Contract Extension for Elderly & Disabled Transportation Services
- 13. Weekly Warrant Review 6/12/18
- 14. Accept Donation from Wegmans Food Markets, Inc. to the Recreation and Parks Department
- 15. Appoint Town Counsel
- 16. Accept the Resignation of Linda Vitagliano from the Community Services Advisory Committee
- 17. Confirm the Town Administrator's Re-appointments to the Golf Course Oversight Committee
 - a. Bob Healey
 - b. George Richards

BOARD OF SELECTMEN UPDATES

- 18. Marijuana
 - a. Adult Use Marijuana Community Forum Presentation-KP Law-6/21/18
 - b. Adult Use Marijuana Community Forum Presentation-Director of Community & Economic Development-6/21/18
 - c. For regulations and guidance documents, please see the Cannabis Control Commission website: <https://mass-cannabis-control.com/guidance-documents/>

TOWN ADMINISTRATOR NOTES

SELECTMEN'S CONCERNS

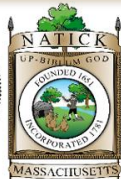
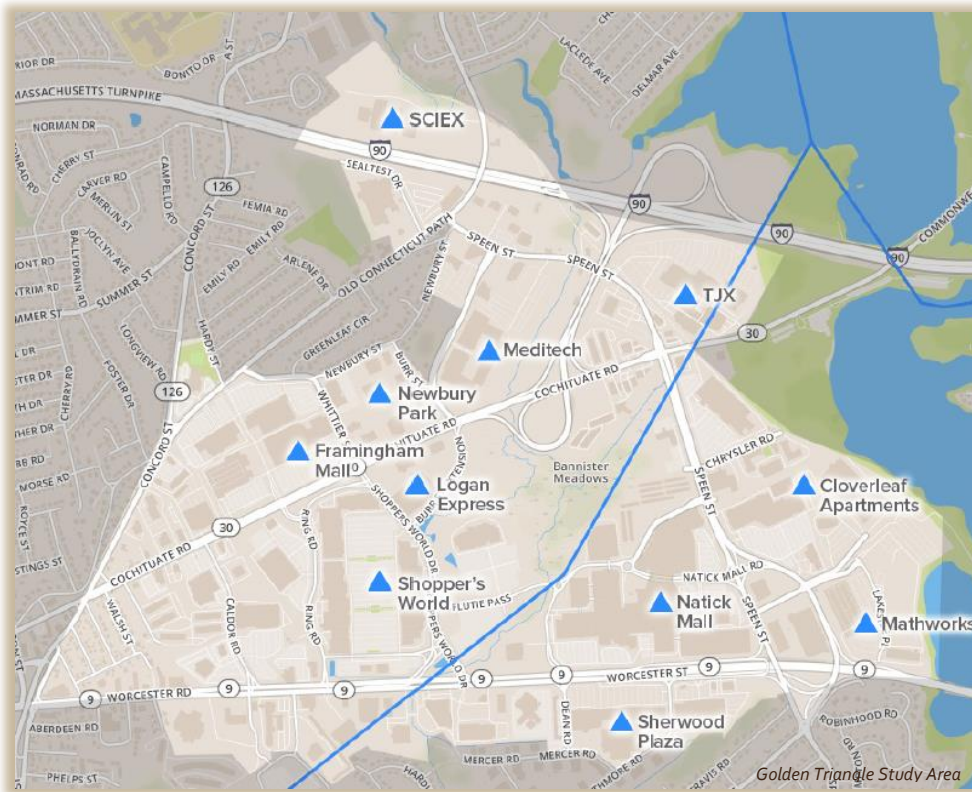
CORRESPONDENCE

Correspondence 6/25/18

ITEM TITLE: Exit 13/Golden Triangle Joint Public Open House - Framingham & Natick
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Flyer	6/22/2018	Cover Memo



JOINT PUBLIC OPEN HOUSE

JUNE 26, 2018

The City of Framingham and Town of Natick invite you to a joint open house to learn about the results of the Exit 13/Golden Triangle Planning Study! The work reflects expert advice and responds to community input throughout the process. The Golden Triangle is the area around Exit 13 on the Mass Pike and includes the Natick Mall, Shoppers World, Route 9 and Route 30. Leaders and staff from each community have been working on a joint plan to guide future growth and direct the Commonwealth of Massachusetts in making strategic transportation and infrastructure investments in the area.

Please direct all questions to Alaa Abusalah. RSVPs are encouraged:
508-532-5455 | AMA@FRAMINGHAMMA.GOV

**JOIN US FOR THE
FINAL JOINT PUBLIC
OPEN HOUSE!**

LOCATION:
KENNEDY MIDDLE
SCHOOL 165 MILL
ST., NATICK, MA
01760

DATE:
TUESDAY
JUNE 26, 2018

TIME:
6:30PM – 8:30PM

To learn more, visit
coub.co/goldentri



ITEM TITLE: Ron Myrick of Tetra Tech: Request to Install Monitoring Wells at 226 North Main Street

ITEM SUMMARY:

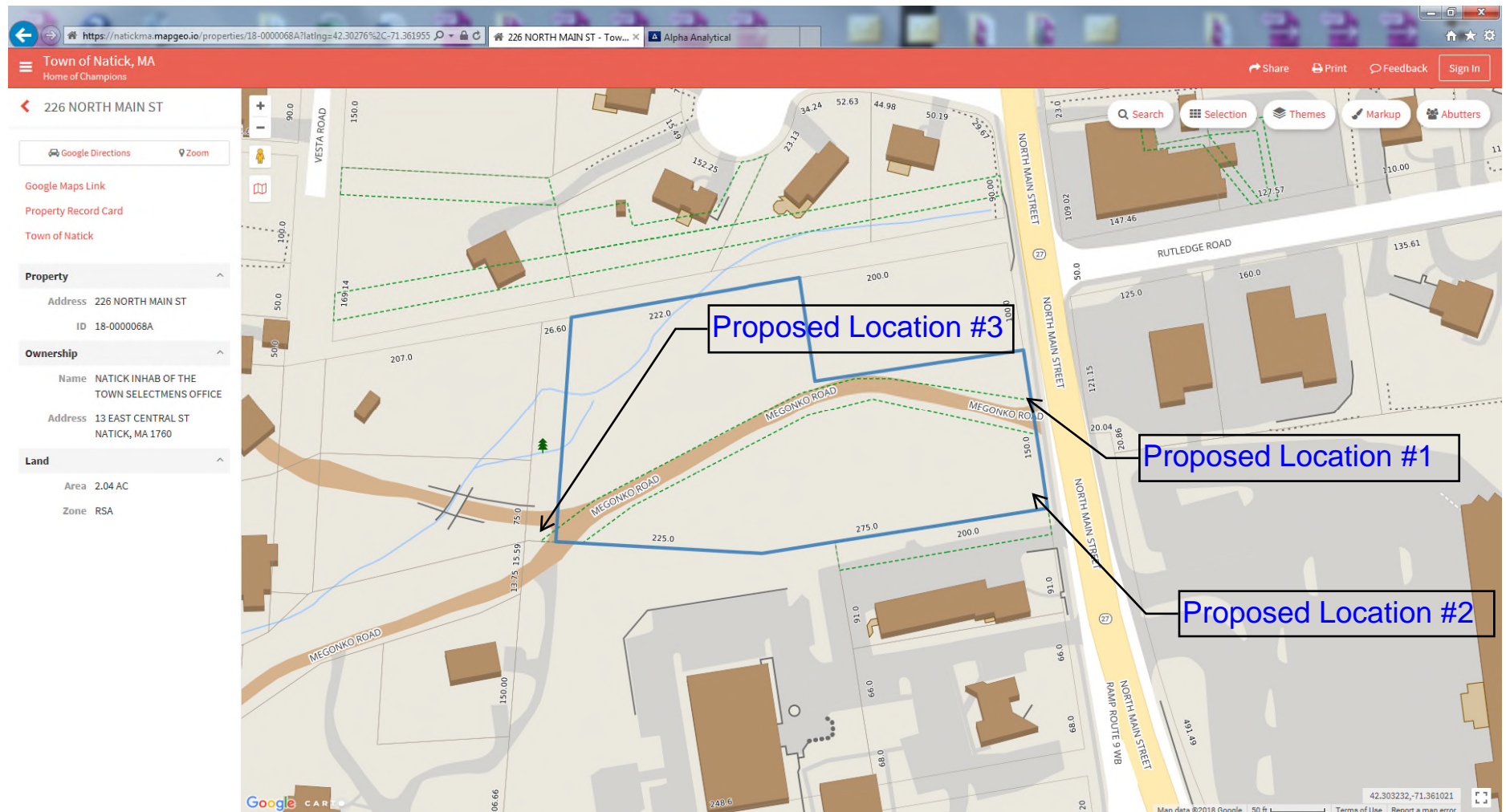
ATTACHMENTS:

Description	Upload Date	Type
Request	6/21/2018	Cover Memo
Email from Jeremy Marsette	6/21/2018	Cover Memo

Proposed Monitoring Well Installation Project – Town of Natick Property (Parcel 18-68A and 18-68C), North Main Street and Megonko Road, Natick

Project Purpose: Install small-diameter groundwater monitoring wells to better assess groundwater flow and the possible presence of tetrachloroethylene (PCE) sourcing from a former dry cleaner at the Route 9/Route 27 Shopping Plaza. The assessment is being performed to meet the requirements of the Massachusetts Contingency Plan (MCP), as administered by the Massachusetts Department of Environmental Protection.

Project Description: Installation of three (3) 2-inch diameter monitoring wells on the subject Town of Natick parcel at the locations identified below and depicted on the attached photos. Prior to installation, Digsafe and the Natick Public Works Department will be contacted to mark out subsurface utilities. Monitoring wells will be installed using a small (forklift-sized) Geoprobe direct push drill rig, constructed of 2-inch PVC well materials, and completed with lockable steel standpipes at locations that will not impede pedestrian or vehicular traffic (off sidewalks and roadways).



Proposed Location #1



Proposed Location #2



Proposed Location #3





Donna Donovan <ddonovan@natickma.org>

Re: N. Main Street and Megonko Rd.

1 message

Jeremy Marsette <jmarsette@natickma.org>

Thu, Jun 21, 2018 at 9:44 AM

To: Melissa Malone <mmalone@natickma.org>

Cc: Donna Donovan <ddonovan@natickma.org>, William McDowell <wmcdowell@natickma.org>, Arthur Goodhind <agoodhind@natickma.org>, "Karen Partanen (kpartanen@natickma.org)" <kpartanen@natickma.org>

Melissa,

We've reviewed the information provided and find no issue with the proposed installations. The locations proposed do not seem to conflict with any town infrastructure or operation. As noted in the request, Dig Safe and Public Works shall be notified prior to the work to mark out any nearby underground utilities.

Megonko Road serves as a shared driveway to Mary Bunker Park (Camp Mary Bunker) and several private residences. The three proposed monitoring wells do not appear to impact this use.

Prior to the work, the project proponent should confirm with the Conservation Administrator if wetlands permitting or approvals are required through the Conservation Commission.

Also, the Town of Natick should be held harmless and should not assume any responsibility for the private monitoring wells. If the monitoring wells are found to have contamination, the appropriate private party should be held responsible for cleanup and mitigation.

Thanks,
Jeremy

On Wed, Jun 20, 2018 at 5:49 PM, Melissa Malone <mmalone@natickma.org> wrote:

Jeremy - there is a request from Tetra Tech to put proposed monitoring installation projects on the above roads. donna, will be sending along the information via pdf.

after you review the information, pls. let us know your thoughts. we need to post the agenda for the BOS for monday evening tomorrow, and the selectmen are being asked to approve the Tetra Tech encroachment on the land for these monitoring wells.

pls. let us know your thoughts as soon as possible

many thanks
m.malone

--
Jeremy Marsette, PE
Director of Public Works
Town of Natick
75 West Street
Natick, MA 01760
DPW Main #: 508-647-6550
Fax: 508-647-6560

**Proposed Monitoring Well Installation Project.pdf**

402K

ITEM TITLE: Public Hearing (Continued from 5/29/18): Alteration of Premises for an All-Alcohol Off-Premises License - Total Wine and More

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Revised Police Recommendation	6/21/2018	Cover Memo
Public Hearing Notice	5/24/2018	Cover Memo
Application	5/24/2018	Cover Memo
Police Recommendation	5/25/2018	Cover Memo
Traffic Report	6/25/2018	Cover Memo
Photo 1	6/25/2018	Cover Memo
Photo 2	6/25/2018	Cover Memo
Photo 3	6/25/2018	Cover Memo



Patricia O'Neil <poneil@natickma.org>

Total Wine request to expand their premis

1 message

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

Thu, Jun 21, 2018 at 2:33 PM

Trish,

I have met with the property owner and spoken with a representative of Total Wine by telephone. I expressed our public safety concerns regarding vehicle parking & standing, pedestrian accommodations, and their most recent event where they had a DJ playing outside the building with patrons treating the roadway and drive isles as if they were "tailgating" during a promotional event.

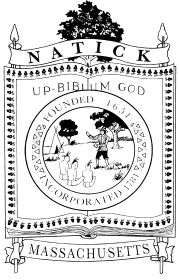
The property owner has installed a few new "Fire Lane Signs" and assured me that employees of Total Wine Natick are up to speed on our concerns as they relate to parking, both fixed and live, in the fire lanes and drive isles and will monitor that situation, particularly on weekends and holidays. I also believe Total Wine will be advocating that the property owner repaint the surface lines in the main roadway as they are worn.

I realize that Total Wine is again before you on Monday night regarding the issue of expanding their premise by 10,000 square feet, 3500 square feet to be retail, the remainder for inventory. Due to the fact that both entities have acknowledged our concerns and agreed to work with us to resolve them we would recommend that the Board of Selectmen, as the Licensing Authority approve their request.

I am away next week on a family vacation, so I will be unable to attend the meeting.

Respectfully submitted,

Lt. Brian G. Lauzon



TOWN OF NATICK Massachusetts 01760

TOWN OF NATICK

PUBLIC HEARING NOTICE

The Board of Selectmen will hold and conduct a public hearing on Tuesday, May 29, 2018 at 7:00 p.m., in the Edward H. Dlott Meeting Room of Natick Town Hall, 13 East Central Street, upon the application of Massachusetts Fine Wines & Spirits, LLC d/b/a Total Wine Spirits Beer & More for an alteration of premises of their Section 15 All Alcohol Beverages License for premises located at 321 Speen Street (Cloverleaf Mall), Natick, MA. The alteration of premises consist of expanding the current premises from 23,200 square feet to 33,174 square feet. The new premises will consist of 13 rooms with one entrance and three exits.

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

Michael J. Hickey, Jr., Clerk

LAWSON & WEITZEN, LLP

ATTORNEYS AT LAW

88 BLACK FALCON AVENUE, SUITE 345
BOSTON, MASSACHUSETTS 02210-2414

EVAN T. LAWSON (1943-2013)
RICHARD B. WEITZEN*
PAMELA B. BANKERT, PC*
IRA H. ZALEZNIK
VALERIE L. PAWSON, LLC
GEORGE F. HAILER, PC*
GEORGE E. CHRISTODOULOU, PC
KENNETH B. GOULD
DAVID A. RICH, LLC*
PATRICIA L. FARNSWORTH
K. SCOTT GRIGGS+++
STEVEN M. BUCKLEY
SONIA K. GUTERMAN, PH.D.
CAROLINE A. O'CONNELL*
DARLY G. DAVID

J. MARK DICKISON**
SCOTT P. LOPEZ
JEFFREY P. ALLEN
IRVING SALLOWAY
MARIA GALVAGNA MESINGER
JONATHAN P. ASH
LINDA A. OUELLETTE
JOSHUA M.D. SEGAL*
GLENN P. FRANK*
LAUREN J. WEITZEN
JOHN R. BAUER
LORI ANN ROUECHE*
RYAN A. CIPORKIN
KENNETH B. SKELLY***
KARA LEARY

MICHAEL WILLIAMS
KRISTINA A. ENGBERG
DONALD J. GENTILE*
PREETI TANKSALE ARUN
PETER A. GRUPP
BENJAMIN W. O'GRADY
RACHEL A. MORANDI*
KENNETH P. PROCACCINI++
BRENDAN P. SLEAN
LAURA S. SAWYER
KATHARIN UNKE SMITH

BOSTON
TELEPHONE (617) 439-4990
TELECOPIER (617) 439-3987
EMAIL: POST@LAWSON-WEITZEN.COM
WWW.LAWSON-WEITZEN.COM

CAPE COD
LAWSON, WEITZEN & BANKERT, LLP
SIX GRANITE STATE COURT
BREWSTER, MASSACHUSETTS 02631
TELEPHONE (508) 255-3600

Direct Dial: 617-603-3732
E-Mail: TFarnsworth@Lawson-Weitzen.Com

May 4, 2018

BY OVERNIGHT DELIVERY

Ms. Donna Donovan, Senior Executive Assistant
Board of Selectmen
Town of Natick
13 East Central Street
Natick, MA 01760

*Re: Application for Alteration in Premises
Section 15 All Alcohol Beverages License
Massachusetts Fine Wines & Spirits, LLC d/b/a Total Wine Spirits Beer & More
at 321 Speen Street (Cloverleaf Mall), Natick*

Dear Ms. Donovan:

The Licensee seeks to extend the licensed premises (expanding into a portion from Burlington Coat Store) .

Accordingly, enclosed please find the following:

1. ABCC Monetary Transmittal Form with receipt of \$200 payment made;
2. Amendment Application for an Alteration of Premises;
3. Applicant's Statement;
4. Floor Plan depicting the additional space as well as the current licensed space;
5. Corporate Vote; and
6. Second Amendment to Lease.

*ALSO ADMITTED IN NY
**ALSO ADMITTED IN NH
***ONLY ADMITTED IN PA
+ALSO ADMITTED IN DC
++ALSO ADMITTED IN RI
+++ALSO ADMITTED IN RI, CT, & NH

LAWSON & WEITZEN, LLP

Ms. Donna Donovan, Senior Executive Assistant
Board of Selectmen
May 4, 2018
Page 2

Please place this matter on the agenda for the May 29, 2018 meeting of the Board of Selectmen and let me know when the legal ad will run. Once you have the list of abutters from the Assessor's Office, please send so that we may mail out the certified notices.

Should you have any questions or require additional clarification, please contact me at 617.439.4990 or tfarnsworth@lawson-weitzen.com.

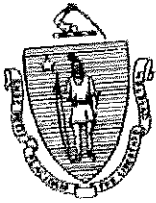
Thank you for your assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Patricia Lang Farnsworth', written over a horizontal line.

Patricia Lang Farnsworth

encl.



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

Print Form

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
LICENSING AUTHORITY.

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

Massachusetts Fine Wines & Spirits, LLC dba Total Wine Spirits Beer & More

ADDRESS

321 Speen St

CITY/TOWN

Natick

STATE

MA

ZIP CODE

01760

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|---|---|---|---|
| <input checked="" type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Transfer of License |
| <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Transfer of Stock |
| <input type="checkbox"/> Change of License Type | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> More than (3) 515 | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> 6-Day to 7-Day License |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> New License | <input type="checkbox"/> Seasonal to Annual | |
| <input type="checkbox"/> Other | | | |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE
CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
239 CAUSEWAY STREET
BOSTON, MA 02241-3396

Farnsworth, Trish

From: dbobb@tre.state.ma.us
Sent: Friday, February 9, 2018 4:12 PM
To: Licenses
Subject: Commonwealth ABCC (validation) authorized payment confirmation

This is an electronically generated acknowledgement of our receipt of your payment. Please print this message or save it on your computer.

Here is your payment information:

License Number: 00021-PK-076

Payment Date/Time: 2/9/2018 4:11:54 PM (ET)
Payment Amount: \$200.00

Method of Payment: Checking
Bank Account Number: *****2578
Bank Routing Number: 043000096
Name on Account: Massachusetts Fine Wines & Spirits, LLC

Payment Reference Number: 040006

Note: In most cases, your bank account will be debited in one to two business days.

Deron Bobb
(617) 727-3040 ext 23



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

AMENDEMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

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

1. NAME OF LICENSEE (Business Contact)

Massachusetts Fine Wines & Spirits, LLC

ABCC License Number

076800021

City/Town of Licensee

Natick

2. APPLICATION CONTACT

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

First Name:

Trish

Middle:

Last Name:

Farnsworth

Title:

Attorney

Primary Phone:

617-439-4990

Email:

tfarnsworth@lawson-weitzen.com

3. BUSINESS CONTACT

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

Entity Name:

Primary Phone:

Fax Number:

Alternative Phone:

Email:

Business Address (Corporate Headquarters)

Street Number:

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:

AMENDEMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

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

Floor Number	Square Footage	Number of Rooms
1	33,174	13

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

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

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

Lease Beginning Term Landlord Phone

Lease Ending Term Landlord Address

Rent per Month

Rent per Year

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

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

AMENDEMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	0
B. Purchase Price for any Business Assets	0
C. Costs of Renovations/Construction	250,000
D. Purchase Price of Inventory	0
E. Initial Start-Up Costs	0
F. Other (Please specify)	0
G. Total Cost (Add lines A-F)	250,000

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

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

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

Source of Cash Investment

Name of Contributor	Amount of Contribution
n/a	
Total:	

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
See attached			
Total:			

MASSACHUSETTS FINE WINES & SPIRITS, LLC – NATICK

SUPPLEMENT TO SECTION 9 – SOURCE OF FINANCING

Massachusetts Fine Wines & Spirits, LLC, d/b/a Total Wine Spirits Beer & More will finance its store operating and working capital needs from its participation in a \$550,000,000 revolving credit facility with the following group of financial lending institutions:

PNC Bank, National Association	\$135,000,000
Wells Fargo Bank, National Association	135,000,000
Bank of America, N.A.	90,000,000
Citibank, N.A.	60,000,000
Regions Bank	45,000,000
People's United Bank, National Association	45,000,000
Manufacturers & Traders Trust Company	<u>40,000,000</u>
Total Wine & More	\$550,000,000

ADDITIONAL SPACE

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

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

APPLICANT'S STATEMENT

I, David J Trone the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP member
Authorized Signatory

of Massachusetts Fine Wines & Spirits, LLC, hereby submit this application for alteration of premises
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:

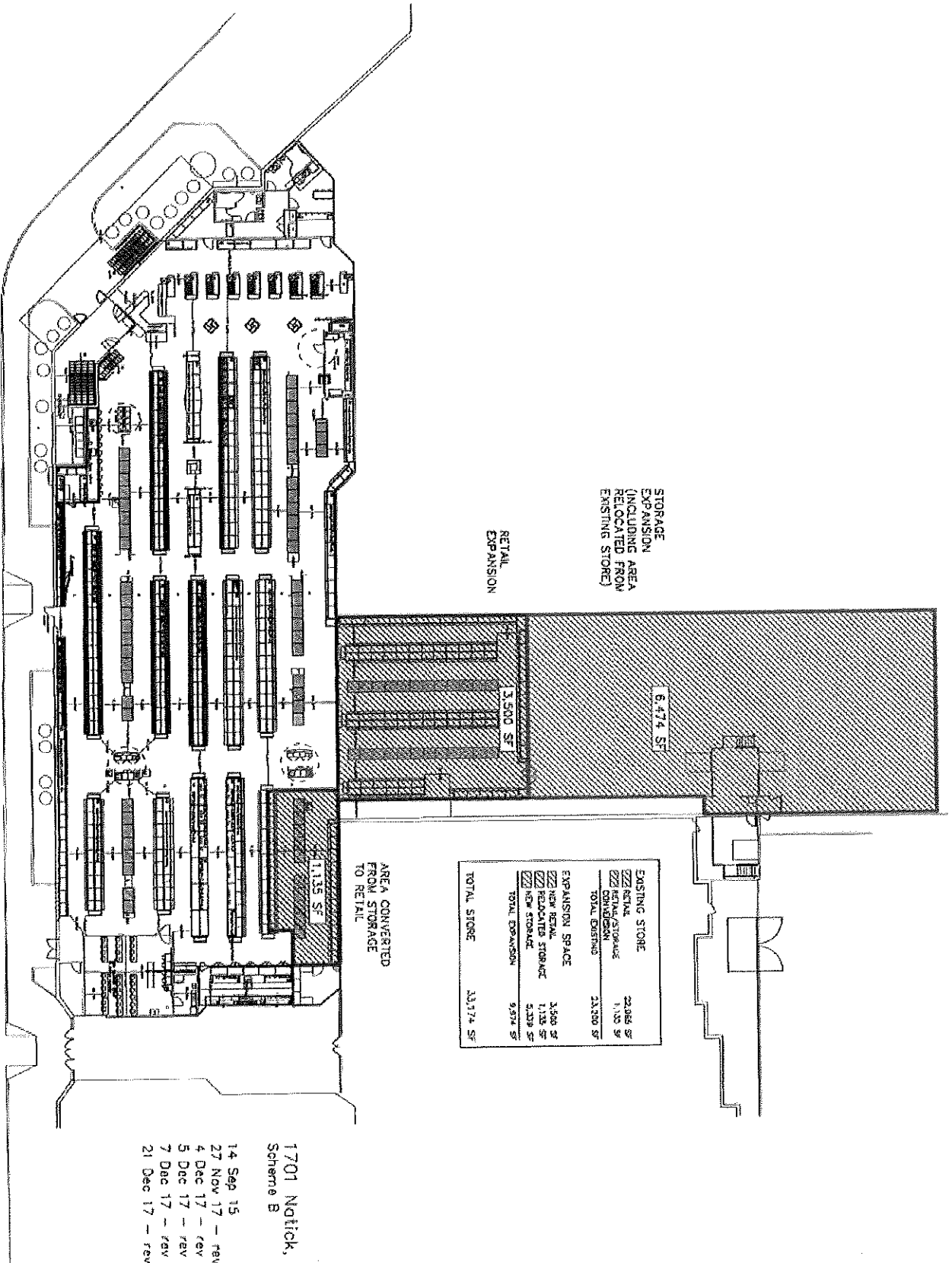


Date:

1-5-2018

Title:

Member



ACTION IN WRITING
UNDER
MASSACHUSETTS LIMITED LIABILITY COMPANY ACT
IN LIEU OF SPECIAL MEETING OF THE CLASS A MEMBERS
OF

MASSACHUSETTS FINE WINES & SPIRITS, LLC
d/b/a TOTAL WINE & MORE

WHEREAS, the undersigned constitute all of the Class A Members of **MASSACHUSETTS FINE WINES & SPIRITS, LLC d/b/a TOTAL WINE & MORE** (the "Company"); and

WHEREAS, the undersigned desire by this writing, filed with the minutes of the proceedings of the Company, to take various actions and to do so in lieu of holding a meeting of the Class A Members;

NOW, THEREFORE, the following are hereby adopted as actions taken by the Company:

VOTED: That the Company be and hereby is authorized to file an amendment application for an alteration of premises with the Town of Natick, Massachusetts to increase the square footage of the Company's location at 321 Speen St, Natick, MA from 23,200 square feet to 33,174 square feet as such change in square footage relates to the Company's alcoholic beverages off-premise retail sale license.

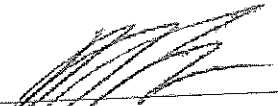
VOTED: That all acts of the Class A Members to date with respect to the foregoing resolutions are hereby ratified, approved and affirmed.

VOTED: That this consent may be executed in one or more counterparts, all of which shall be considered but one and the same document.

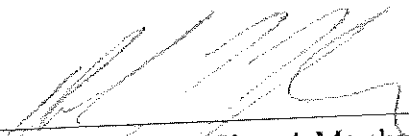
VOTED: That this consent may be executed by facsimile signature and a facsimile signature shall constitute an original signature for all purposes.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have subscribed their names as of this 31
day of January, 2018.



David J. Trone, Class A Member



Robert L. Trone, Class A Member

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (the "Lease Amendment") is entered into as of JANUARY 21, 2018 (the "Effective Date") by and between **ELSON CLOVERLEAF LIMITED PARTNERSHIP** ("Landlord"), with a mailing address c/o Heller Property Management LLC, 625 Mt. Auburn Street, Suite 210, Cambridge, MA 02138, and **MASSACHUSETTS FINE WINES & SPIRITS, LLC, D/B/A TOTAL WINE & MORE, INC.** (the "Tenant"), with a mailing address at 6600 Rockledge Drive, Suite 150, Bethesda, Maryland 20817.

RECITALS

A. Landlord currently leases to Tenant certain premises, consisting of approximately 23,200 square feet of ground floor retail area (the "Demised Premises") in the Cloverleaf Mall located at 321 Speen Street, Natick, Massachusetts (the "Shopping Center"), pursuant to a certain Lease dated as of September 30, 2014, as affected by First Amendment to Lease dated October 20 2014 (together, the "Lease").

B. Landlord and Tenant desire to amend the Lease as hereinafter set forth. Capitalized terms used in this Second Amendment to Lease (together with the Lease, the "Amended Lease") and not otherwise defined herein shall have the meanings ascribed to them in the Lease.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration each to the other delivered, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. As of the Commencement Date, defined below, the ground floor retail area of the Demised Premises shall be increased by approximately 9,974 square feet identified on Exhibit A as "Total Wine and More Expansion" (the "Additional Premises") as such space and the existing Premises (hereinafter the "Existing Premises" and, together with the Additional Premises, the "New Premises") are approximately shown on Exhibit A as the floor plan (the "New Premises Plan"). From and after the Commencement Date, each reference in the Lease to the Demised Premises shall mean the New Premises.

2. The "Commencement Date" for purposes of this Amendment, shall be the later of (a) the date that Tenant waives its Liquor License Contingency (the "Liquor License Contingency", defined in Section 4 of this Amendment, and (b) the date Landlord delivers the Additional Premises to Tenant with Landlord's Work complete as outlined in Exhibit B attached hereto (the "Landlord's Work"). It is anticipated that the Commencement Date will be March 1, 2018. Landlord shall provide Tenant with forty-five (45) days prior notice of the date Landlord's Work will be substantially complete (the "Notice Period"). The term "substantially complete" as used herein shall mean the completion of Landlord's Work, with the exception of any minor, insubstantial punchlist items that are cosmetic in nature. If

Landlord fails to complete the punchlist items within ten (10) days after Tenant's delivery to Landlord of a punchlist, Tenant may complete same and Landlord shall reimburse Tenant within thirty (30) days of receipt of an invoice.

3. Landlord and Tenant acknowledge that Landlord must recapture the Additional Premises from the existing, adjoining tenant, (the "Adjoining Tenant") before Landlord can undertake Landlord's Work. As soon as reasonably possible after the delivery of the Additional Premises to Landlord by the Adjoining Tenant, Landlord shall demise the Additional Premises off from the Adjoining Tenant and shall undertake Landlord's Work as described in Exhibit B. Except for Landlord's Work as set forth on Exhibit B, Tenant acknowledges and agrees that Landlord is not obligated to undertake any renovation work to the Additional Premises or the Existing Premises. Tenant shall undertake all other work necessary or appropriate to prepare the Additional Premises for the Tenant's use, all of which work shall be performed in accordance with the provisions of the Lease. The Tenant further acknowledges and agrees that the Additional Premises are suitable for Tenant's intended use and are acceptable in its AS IS condition, other than the Landlord's Work outlined in Exhibit B.

4. Tenant's obligations under this Amendment are contingent upon Tenant obtaining all necessary approvals and permits required from the applicable governmental authorities to permit the sale of beer, spirits, and wine from the Additional Premises for off-premises consumption. Tenant shall pursue receipt thereof in good faith and with diligence to satisfy said contingency. If said contingency is not satisfied within ninety (90) days after the Effective Date, then Tenant shall have the right to terminate this Amendment upon written notice to Landlord given within five (5) business days after the expiration of said ninety (90) day period. If Tenant fails to give such notice of termination, then said contingency shall be deemed to have been waived.

5. Notwithstanding any provision of this Lease Amendment, the Tenant shall remain fully responsible for the payment of annual Basic Rent, Tenant's Pro Rata Share of Operating Expenses and Taxes, and all other Additional Rent, all as set forth in the Lease and without abatement, and the performance of all other obligations of the Tenant pursuant to the Lease with respect to the Existing Premises, until the Commencement Date.

6. From and after the Commencement Date, the Lease shall be amended as follows:

- (a) The New Premises, as shown on the New Premises Plan attached hereto as Exhibit A, shall be deemed to be the Demised Premises under the Lease.
- (b) The annual Basic Rent set forth in Section 1.2 of the Lease shall be amended and restated in its entirety, as set forth on Exhibit C, attached hereto and made a part hereof.
- (c) Tenant's Pro Rata Share set forth in Section 1.2 of the Lease is agreed to be 18.85%, based on the New Premises containing a total of 33,174 square feet of space.

7. As a separate matter, Tenant hereby acknowledges that Landlord intends to demolish a portion of the Shopping Center presently leased for health club/physical fitness (gym) purposes located approximately in the area shown on the Site Plan attached hereto as Exhibit D and made a part hereof, and to construct a residential apartment building on the land constituting such portion of the Shopping Center. Tenant consents to such demolition and construction, provided that the gross leasable area so demolished is to be removed from the Shopping Center and shall not be included in the Shopping Center for any purpose relating to this Amended Lease, including without limitation, the calculation of Shopping Center GLA, Tenant's Pro Rata Share of Operating Expenses, and of Real Estate Taxes. At such time when Landlord finalizes its plans to demolish this portion of the Shopping Center, Landlord and Tenant shall enter into an Amendment to this Lease to amend the legal description of the Shopping Center in Exhibit A and the Tenant's Pro Rata Share (as to which the proportionate share will increase, but the amount due is expected to be reduced.) During the course of such demolition and construction, Landlord shall exercise its best commercial efforts to minimize all disruption to Tenant's business at the Demised Premises and the Shopping Center parking lots. Landlord agrees that during this time, Tenant shall continue to have full access to its loading dock, parking lot, drive aisles, Shopping Center entrances and exits. So long as there is no disruption to Tenant's business, there shall be no abatement of the annual Basic Rent or Additional Rent payable hereunder.

8. (a) Except as explicitly modified herein, all other terms and conditions of the Lease are ratified and affirmed, re-ratified and re-affirmed as needed, and will remain in full force and effect. Any defined terms not defined in this Amendment shall have the same definition and meaning as set forth in the Lease. If there is any conflict between this Amendment and the Lease, this Amendment shall control. The recitals are incorporated by this reference. This Amendment and the exhibits attached hereto set forth the entire agreement between the parties and cancel all prior negotiations, arrangements, brochures, agreements, and understandings, if any, between Landlord and Tenant regarding the subject matter of this Amendment. Execution hereof shall constitute a representation and warranty by Tenant that all persons signing on behalf of the limited liability company were authorized to do so. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.


(b) This Lease Amendment may be executed in any number of original counterparts, all of which evidence only one agreement and only one full and complete copy of which need be produced for any purpose. A facsimile of a signature will have the same legal effect as an originally drawn signature.

Remainder of Page Intentionally Blank -- Signature Page Follows

This instrument shall take effect as a sealed instrument as of the date first set forth above.

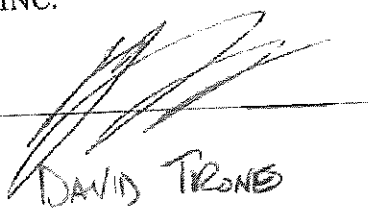
Landlord:

ELSON CLOVERLEAF
LIMITED PARTNERSHIP
By: Elson Corporation, General Partner

By: 
Name: Joshua W. Katzen
Title: President and Treasurer

Tenant:


MASSACHUSETTS FINE WINES &
SPIRITS, LLC, D/B/A TOTAL WINE &
MORE, INC.

By: 
Name: DAVID TRONE
Title: MANAGING MEMBER

CONSENT OF GUARANTOR

The undersigned, being the Guarantor of the Lease pursuant to a Lease Guaranty dated as of September 30, 2014, hereby consents to the foregoing Second Amendment to Lease and agrees that said Guaranty shall remain in full force and effect with respect to the Amended Lease.

RETAIL SERVICES & SYSTEMS, INC.,
a Pennsylvania corporation

By:  _____

Name: : THOMAS HALBERSTICKER

Title: : SECRETARY + CFO

Date: : JANUARY 26, 2018

PLAN OF NEW PREMISES, INCLUDING EXISTING PREMISES AND ADDITIONAL PREMISES

Natick, MA

Total Wine & More
Expansion
9,974 SF +/-

Total Wine & More
23,200 SF +/-

Total development area is 33,174 SF +/-

CRAFTING OUR CARE

— 342 —

... 2010-10-10 10:10:10 ...

Leasing Concept
Plan (Total Wine)

RKE

654-3221

2000

EXHIBIT B

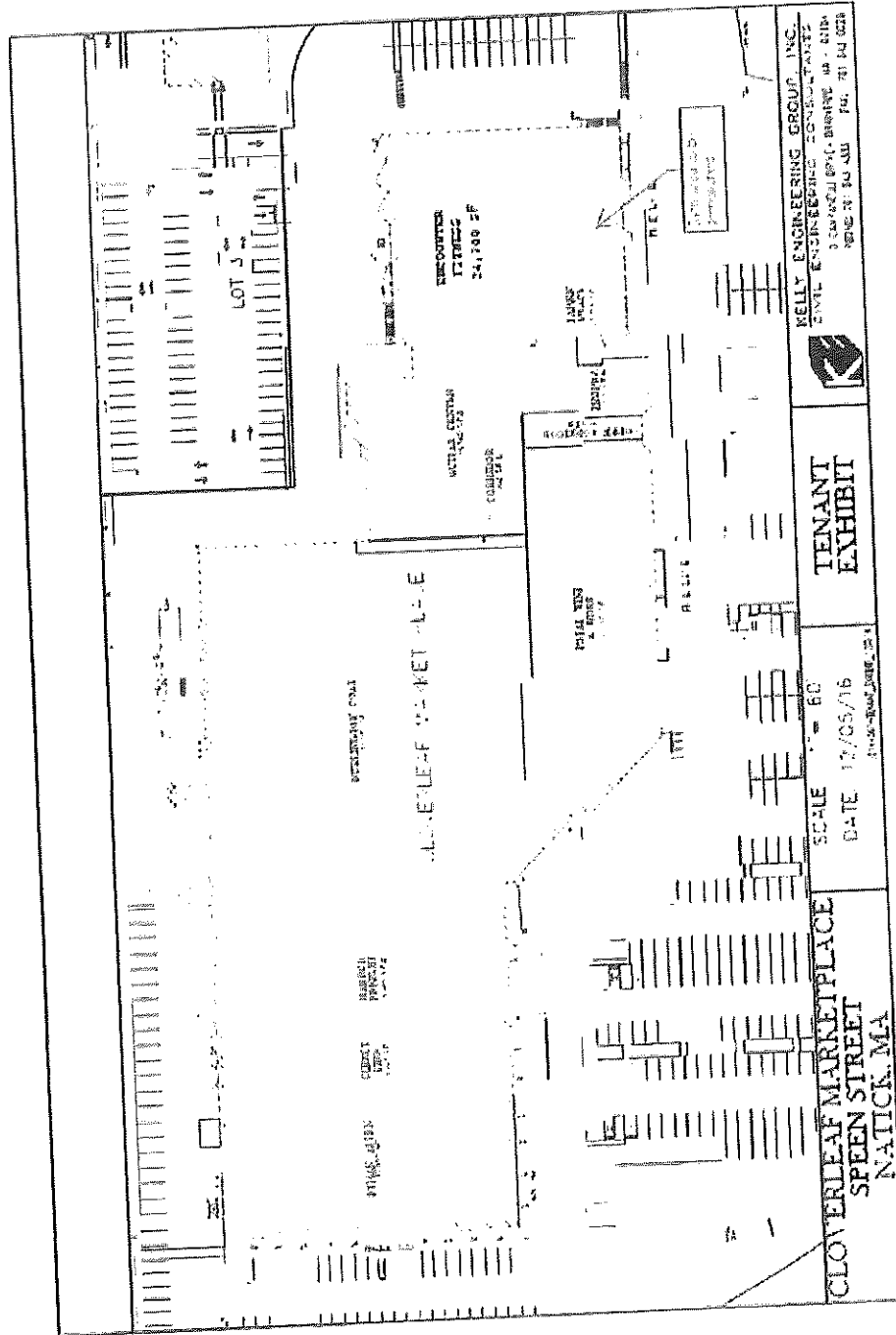
LANDLORD'S WORK

1. Landlord to provide demising wall complete with studs and drywall – taped and finished surface ready to receive paint. All walls finished to comply with building code for insulation and fire caulking.
2. Landlord to provide exterior walls finished with drywall, taped, spackled and painted. All walls finished to comply with building code for insulation and fire caulking.
3. Landlord to provide 8' wide access door between existing warehouse space and the additional space. The door specifications and location to be mutually decided between Landlord and Tenant.
4. Landlord to provide a minimum of 1 ton HVAC per 400 sf (i.e. total 40T HVAC) in additional space. Location to be mutually agreed between Landlord and Tenant.
5. In agreement with Tenant, Landlord to provide electrical panels and connect existing services and lights to the new panel. Landlord to connect the new panels to Tenant's existing main panel and service.
6. Landlord to ensure all existing sprinklers in additional space shall remain and shall be connected to Tenant's existing sprinkler grid.
7. All utilities in the additional space to be terminated to Tenant's existing meters by Landlord.

EXHIBIT C
BASIC RENT

Years	Annual Basic Rent	Annual Basic Rent per Square Foot (Existing Premises of 23,200 sf)	Annual Basic Rent per Square Foot (Additional Premises of 9974 sf)	Monthly Basic Rent
Initial Term Years 1-5	\$591,600.00 EP \$ 99,740.00 AP \$691,340.00	\$25.50	\$10.00	\$57,612.00
Initial Term Years 6-10	\$650,760.00 \$109,714.00 \$760,474.00	\$28.05	\$11.00	\$63,373.00
Initial Term Years 11-15	\$715,952.00 \$120,685.00 \$836,637.00	\$30.86	\$12.10	\$69,720.00
First Extended Term	\$787,640.00 \$132,754.00 \$920,394.00	\$33.95	\$13.31	\$76,700.00
Second Extended Term	\$866,520.00 \$146,019.00 \$1,012,539.00	\$37.35	\$14.64	\$84,379.00
Third Extended Term	\$953,288.00 \$160,681.00 \$1,113,969.00	\$41.09	\$16.11	\$92,831.00
Fourth Extended Term	\$1,048,640.00 \$176,740.00 \$1,225,380.00	\$45.20	\$17.72	\$102,115.00

EXHIBIT D SITE PLAN OF POTENTIAL SUBDIVISION



Donna Donovan <ddonovan@natickma.org>

Re: Total Wine

1 message

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

Fri, May 25, 2018 at 10:41 AM

Donna,

At this time we would recommend favorably that the BOS approve this application. This is not done without reservation. Our observations of the parking fields associated with this property, while reviewing future projects being discussed with the Town and the property's owner, concerns us that this property and associated roadways are going to be, if not already, over saturated with vehicle traffic to the point of over capacity. Just this past week I observed northbound traffic on Speen Street spilling out onto Rt.9 west as traffic queued all the way from Rt.30. Discussions of the Total Wine parking areas, particularly on Saturdays and holidays, have yielded concerns that customers are "live parking" consistently in the fire lanes simply because available parking is so far from the front door. I have expressed these concerns to the property owner, and various town committees and boards, that have been meeting regarding other alterations to the property so the property owner should already be aware of them.

Respectfully,

Lt. Brian G. Lauzon

On Fri, May 25, 2018 at 10:05 AM, Donna Donovan <ddonovan@natickma.org> wrote:

Donna Donovan
Senior Executive Assistant
Town of Natick
508-647-6410

MEMORANDUM

DATE: June 25, 2018

TO: Total Wine & More
c/o Trish Farnsworth
Lawson and Weitzen, LLP
88 Black Falcon Avenue, Suite 345
Boston, MA 02210

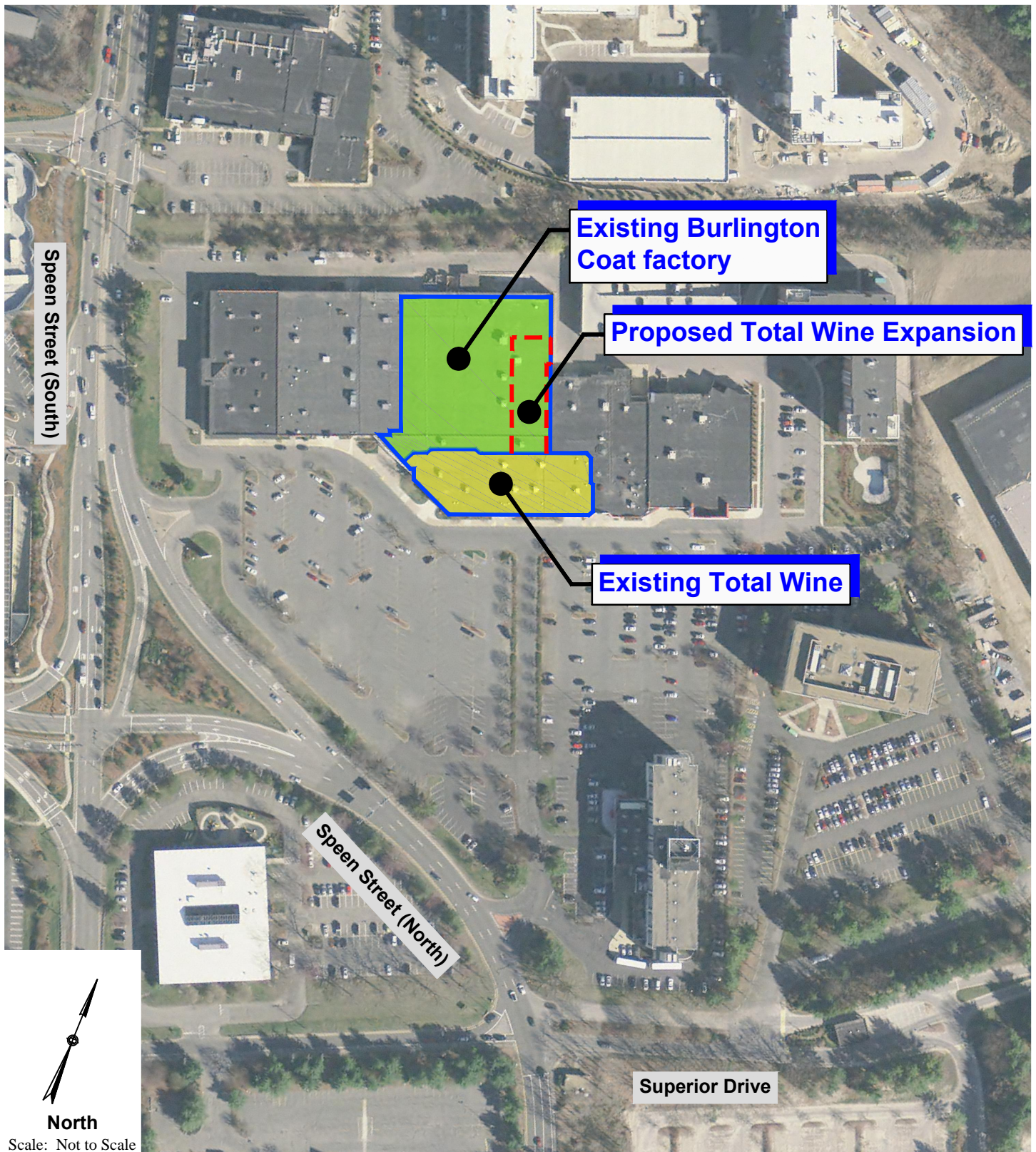
FROM: Robert J. Michaud, P.E. – Managing Principal
Daniel A. Dumais, P.E. – Senior Project Manager



RE: **Proposed Total Wine & More Expansion – Cloverleaf Plaza**
Natick, Massachusetts

MDM Transportation Consultants, Inc. (MDM) has estimated traffic impacts associated with conversion of part of the Burlington Coat Factory use at Cloverleaf Plaza to accommodate expansion by Total Wine & More. The location of the site relative to adjacent roadways is shown in **Figure 1**. Our evaluation estimates the net increase in trips for the conversion based on industry standard trip rates and provides a qualitative statement of impact in context of prior data and recent study conducted by MDM along the Speen Street corridor. These most recent work includes the Cloverleaf Apartments West development, for which extensive data collection and analysis has been developed for the Speen Street corridor and Cloverleaf Plaza driveways.

In summary, the primary objective of the expansion will be to better serve an established customer base by improving the in-store layout for the well-established Total Wine & More which has been in this location Since November 2015. Specifically the re-allocation of retail space will primarily allow for wider aisles and enhanced display areas and is not expected to generate additional trips. However, to provide a conservative analysis of future conditions, a review of industry standard trip generation rates for a change in retail to supermarket space has been provided herein. MDM finds that the proposed conversion of space will result in little or no meaningful change in traffic or parking activity at Cloverleaf Plaza. When considering the several available means of access and egress for the Mall property, and in light of existing traffic volumes along the Speen Street corridor, these anticipated trip differences are immaterial and fall within normal traffic fluctuations in the area. Consequently, it is the opinion of MDM that



the proposed conversion of retail space for Total Wine & More will not materially impact traffic flow along Speen Street including the Mall access points and traffic signals along the corridor. The peak parking demand for the change will result in fewer parked vehicles based on ITE parking generation rates; therefore the project will not have an adverse effect on parking.

Proposed Project

The proposed project entails a transfer and conversion of 9,974 sf of floor area currently used by Burlington Coat Factory to Total Wine & More. The total expanded Total Wine & More store area will therefore be 33,174 sf including all retail sales and storage area. The programmatic change to the Total Wine & More space includes conversion of 1,135 sf of existing storage area to retail use; adding an additional 3,500 sf of retail sales area previously occupied by Burlington Coat Factory, and 6,474 sf of new storage area previously used as retail space by Burlington Coat Factory. This represents a net increase in retail sales area within Total Wine & More of 4,635 sf (1,135 sf previously used as storage and 3,500 sf converted from Burlington Coat) plus 6,474 sf of storage space. No change in access or circulation is necessary or proposed at Cloverleaf Plaza to accommodate this expanded store scenario; however, stock room space will be provided in a more proximate location with respect to the loading dock. Access/Egress for the Cloverleaf Plaza will continue to be provided by three (3) separate driveways along Speen Street. For reference purposes, the existing and proposed store layouts are included in the **Attachments**.

A primary objective of the proposed space programming at Total Wine & More is to provide a larger, more readily accessible storage area that is proximate to the existing loading dock. This programmatic change is not expected to generate any additional truck activity to Total Wine & More but will allow more product to be offloaded and stored for each trip, therefore making product offloading and storage more efficient. A principal objective of the programmatic change in retail space will be to provide better customer flow and experience relative to existing conditions. Specifically, the primary objective of the expansion will be to better serve an established customer base by improving the in-store layout for the well-established Total Wine & More which has been in this location since November 2015. Specifically the re-allocation of retail space will primarily allow for wider aisles and enhanced display areas and is not expected to generate additional trips.

As a point of reference, modification of existing retail space for re-tenanting is common to retail shopping centers including the densely developed retail environment of Speen Street and the "Golden Triangle" retail zone generally. The nature of the proposed retail space conversion does not entail material changes in the retail nature of the property or its overall traffic generating characteristics. That said, to provide a conservative analysis of future conditions, a review of industry standard trip generation rates for a change in retail to supermarket space has been provided below.

Trip Generation Characteristics

The nature of the proposed conversion of space within Cloverleaf Plaza entails replacing a retail use with an expansion of the Total Wine & More use that includes sale of wine, spirits and beer. Review of relevant land use categories under the Institute of Transportation Engineers (ITE) *Trip Generation Manual* indicates that while these uses both generally fall within the anticipated range of "shopping center" land use category (Land Use Code 820), the Total Wine & More use could also be characterized in part by a range of specific (higher-generating) retail categories that include "Discount Store" or "Supermarket" use given its specialized product offering/size and sale of discounted beverage products. Closer review of trip rates for these land use categories indicates that the "Supermarket" category presents the highest trip rates and is selected as the basis for estimating increased trip activity for the proposed conversion from the dry-goods retail offered by the Burlington Coat Factory.

Projected trip increases for the proposed retail space conversion are estimated by applying average trip rates for applicable ITE land use categories (LUC 820 and LUC 850) to the proposed 9,974 sf of retail spaces conversion to 4,635 sf of new retail sales area for Total Wine & More and to identify the net difference in trip activity for these uses during peak generating periods (weekday evening peak hours and Saturday midday peak hours). Trip generation worksheets are provided in the **Appendix**. The results of this trip assessment are presented in **Table 1**.

TABLE 1
TRIP-GENERATION COMPARISON

Period/Direction	Expanded Total Wine & More ¹	Existing Retail Use ²	Net New Trips (Δ)
<i>Weekday Evening Peak Hour</i>			
Entering	22	18	+4
Exiting	21	20	+1
Total	43	38	+5
<i>Saturday Midday Peak Hour</i>			
Entering	24	23	+1
Exiting	24	22	+2
Total	48	45	+3

¹ Average trip rates for ITE Land Use Code 850 (Supermarket) applied to 4,635 sf Retail use to be converted to liquor store.

² Average trip rates for ITE Land Use Code 820 (Shopping Center) applied to 9,974 sf Retail use by Burlington Coat Factory.

As summarized in **Table 1**, the projected trip generation differential based on industry standard rates for the proposed conversion of 9,974 sf of retail space represent nominal change in vehicle trips entering or exiting the Cloverleaf Plaza during the weekday evening and Saturday midday peak periods.

Qualitative Statement of Impact

Traffic data for the Speen Street corridor as documented in a recent study by MDM¹ indicates peak hour traffic flow along Speen Street at the Cloverleaf Plaza that ranges from approximately 2,600 vehicles per hour near the southern driveway and 1,285 vph near the northern driveway (weekday evening peak hour) and from approximately 2,445 vph near the southern driveway and 1,320 vph near the northern driveway (Saturday midday peak hour) under average conditions. Operational analysis during these time periods for the Cloverleaf Plaza driveways are reported at level-of-service (LOS) D or better, which reflects an acceptable capacity and delay condition for suburban locations. Relative traffic increases for the proposed retail conversion represents an inconsequential change in these volumes - a level of change that falls well within normal day-to-day fluctuations in traffic entering and exiting the site driveways and is immaterial to traffic operations along Speen Street or the Cloverleaf Plaza driveways.

Parking Demand – ITE Methodology

Peak parking generation rates for retail and supermarket uses are published by the Institute of Transportation Engineers (ITE) in *Parking Generation* which provides a basis for identifying parking demand characteristics for developments. These parking rates represent peak characteristics for each land use type. **Table 2** provides a summary of the peak parking demands for the proposed 4,635 sf of supermarket use vs the existing 9,974 sf of retail use. The parking demands provided also account for average visitor parking activity. ITE peak parking rates are provided in the **Appendix**.

TABLE 2
PEAK PARKING DEMAND – ITE METHODOLOGY

	Expanded Total Wine & More ¹	Existing Retail Use ²	Parking Demand (Δ)
Weekday ¹	24	32	-8
Saturday ¹	23	34	-11

¹85th Percentile parking rate per ITE LUC 850 (Supermarket); peak parking rate applied to 4,635 sf.

²85th Percentile parking rate per ITE LUC 820 (Shopping Center); peak parking rate applied to 9,974 sf.

As summarized in **Table 2**, the peak parking demand for the change in use ranges from 8 to 11 fewer parked vehicles based on ITE parking generation rates with peak demands generally occurring during the afternoon.

¹Traffic Impact & Access Study, Cloverleaf Apartments West, MDM Transportation Consultants, Inc. April 2018; 2017 weekday evening and 2018 Saturday midday traffic volume networks.

Conclusions

In summary, the primary objective of the expansion will be to better serve an established customer base by improving the in-store layout for the well-established Total Wine & More which has been in this location Since November 2015. Specifically the re-allocation of retail space will primarily allow for wider aisles and enhanced display areas and is not expected to generate additional trips. However, to provide a conservative analysis of future conditions, a review of industry standard trip generation rates for a change in retail to supermarket space has been provided herein. MDM finds that the proposed conversion of space will result in little or no meaningful change in traffic or parking activity at Cloverleaf Plaza. When considering the several available means of access and egress for the Mall property, and in light of existing traffic volumes along the Speen Street corridor, these anticipated trip differences are immaterial and fall within normal traffic fluctuations in the area. Consequently, it is the opinion of MDM that the proposed conversion of retail space for Total Wine & More will not materially impact traffic flow along Speen Street including the Mall access points and traffic signals along the corridor. The peak parking demand for the change will result in fewer parked vehicles based on ITE parking generation rates; therefore the project will not have an adverse effect on parking.

Appendix

- Existing and Proposed Site Plans
- Trip Generation
- Cloverleaf Mall – Traffic Volume Networks
- Parking Analysis

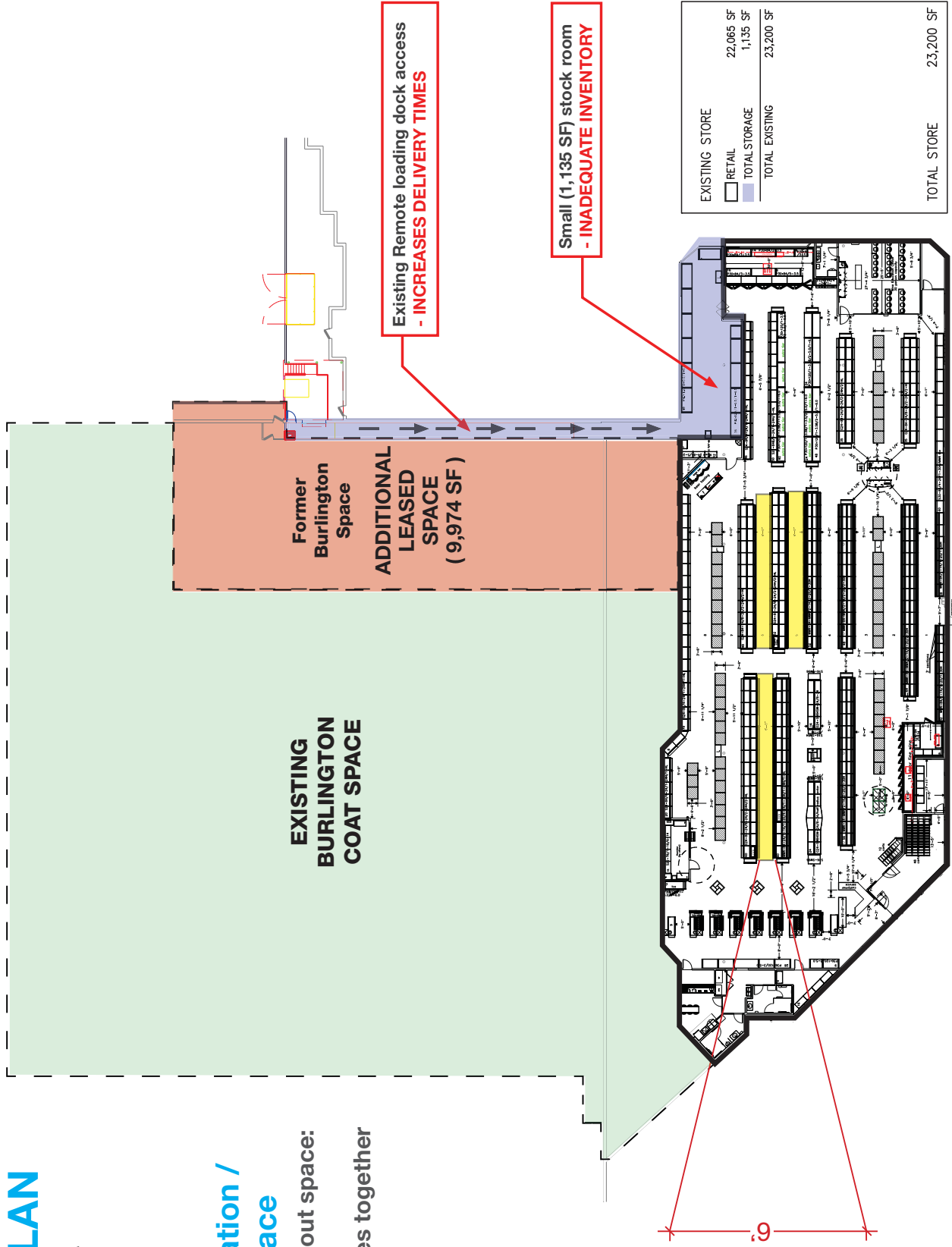
□ Existing and Proposed Site Plans

CURRENT PLAN

1701 NATICK, MA

Customer Circulation / Flow Through Space

- Narrow aisles throughout space:
YELLOW HIGHLIGHT
- High volume categories together
creating congestion

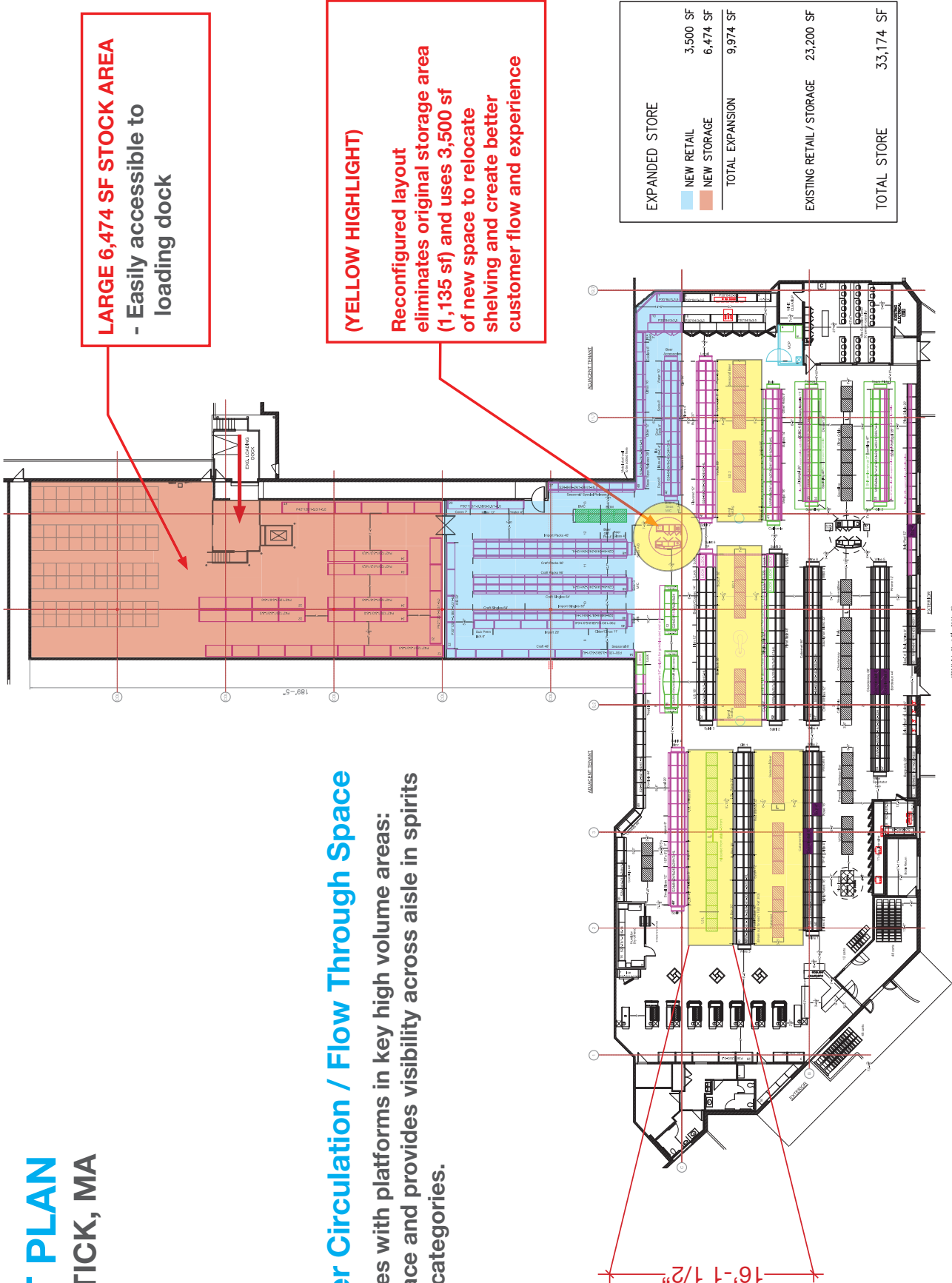


RESET PLAN

1701 NATICK, MA

Customer Circulation / Flow Through Space

- Open aisles with platforms in key high volume areas: opens space and provides visibility across aisle in spirits and wine categories.



LARGE 6,474 SF STOCK AREA
- Easily accessible to loading dock

(YELLOW HIGHLIGHT)
Reconfigured layout eliminates original storage area (1,135 sf) and uses 3,500 sf of new space to relocate shelving and create better customer flow and experience

EXPANDED STORE	3,500 SF
NEW RETAIL	6,474 SF
NEW STORAGE	9,974 SF
TOTAL EXPANSION	23,200 SF
EXISTING RETAIL / STORAGE	33,174 SF
TOTAL STORE	33,174 SF

□ Trip Generation

Institute of Transportation Engineers (ITE) 10th Edition
Land Use Code (LUC) 820 - Shopping Center

Average Vehicle Trips Ends vs: 1,000 Sq. Feet Gross Leasable Area
 Independent Variable (X): 9.974

AVERAGE WEEKDAY DAILY

$T = 37.75 * (X)$
 $T = 37.75 * 9.97$
 $T = 376.52$
 $T = 376$ vehicle trips
 with 50% (188 vpd) entering and 50% (188 vpd) exiting.

WEEKDAY MORNING PEAK HOUR OF ADJACENT STREET TRAFFIC

$T = 0.94 * (X)$
 $T = 0.94 * 9.97$
 $T = 9.38$
 $T = 9$ vehicle trips
 with 62% (6 vph) entering and 38% (3 vph) exiting.

WEEKDAY EVENING PEAK HOUR OF ADJACENT STREET TRAFFIC

$T = 3.81 * (X)$
 $T = 3.81 * 9.97$
 $T = 38.00$
 $T = 38$ vehicle trips
 with 48% (18 vph) entering and 52% (20 vph) exiting.

SATURDAY DAILY

$T = 46.12 * (X)$
 $T = 46.12 * 9.97$
 $T = 460.00$
 $T = 460$ vehicle trips
 with 50% (230 vpd) entering and 50% (230 vpd) exiting.

SATURDAY MIDDAY PEAK HOUR OF GENERATOR

$T = 4.50 * (X)$
 $T = 4.50 * 9.97$
 $T = 44.88$
 $T = 45$ vehicle trips
 with 52% (23 vph) entering and 48% (22 vph) exiting.

Summary

Pass-By:	0.34 Weekday		
Pass-By:	0.26 Saturday		
	<u>Total</u>	<u>Pass-By</u>	<u>Net New</u>
AM			
In	6	2	4
Out	<u>3</u>	<u>2</u>	<u>1</u>
Total	9	4	5
PM			
In	18	6	12
Out	<u>20</u>	<u>6</u>	<u>14</u>
Total	38	12	26
Sat			
In	23	6	17
Out	<u>22</u>	<u>6</u>	<u>16</u>
Total	45	12	33
Daily			
In	188	64	124
Out	<u>188</u>	<u>64</u>	<u>124</u>
Total	376	128	248
Sat Daily			
In	230	60	170
Out	<u>230</u>	<u>60</u>	<u>170</u>
Total	460	120	340

Institute of Transportation Engineers (ITE) 10th Edition
Land Use Code (LUC) 850 - Supermarket

Average Vehicle Trips Ends vs: 1000 Sq. Feet Gross Floor Area
 Independent Variable (X): 4.635

Pass-By: 0.36

AVERAGE WEEKDAY DAILY

$T = 106.78 * (X)$ (Small Sample Size - Use with Caution)
 $T = 106.78 * 4.635$
 $T = 494.93$
 $T = 494$ vehicle trips
 with 50% (247 vpd) entering and 50% (247 vpd) exiting.

WEEKDAY MORNING PEAK HOUR OF ADJACENT STREET TRAFFIC

$T = 3.82 * (X)$
 $T = 3.82 * 4.635$
 $T = 17.71$
 $T = 18$ vehicle trips
 with 60% (11 vph) entering and 40% (7 vph) exiting.

WEEKDAY EVENING PEAK HOUR OF ADJACENT STREET TRAFFIC

$T = 9.24 * (X)$
 $T = 9.24 * 4.635$
 $T = 42.83$
 $T = 43$ vehicle trips
 with 51% (22 vph) entering and 49% (21 vph) exiting.

SATURDAY DAILY

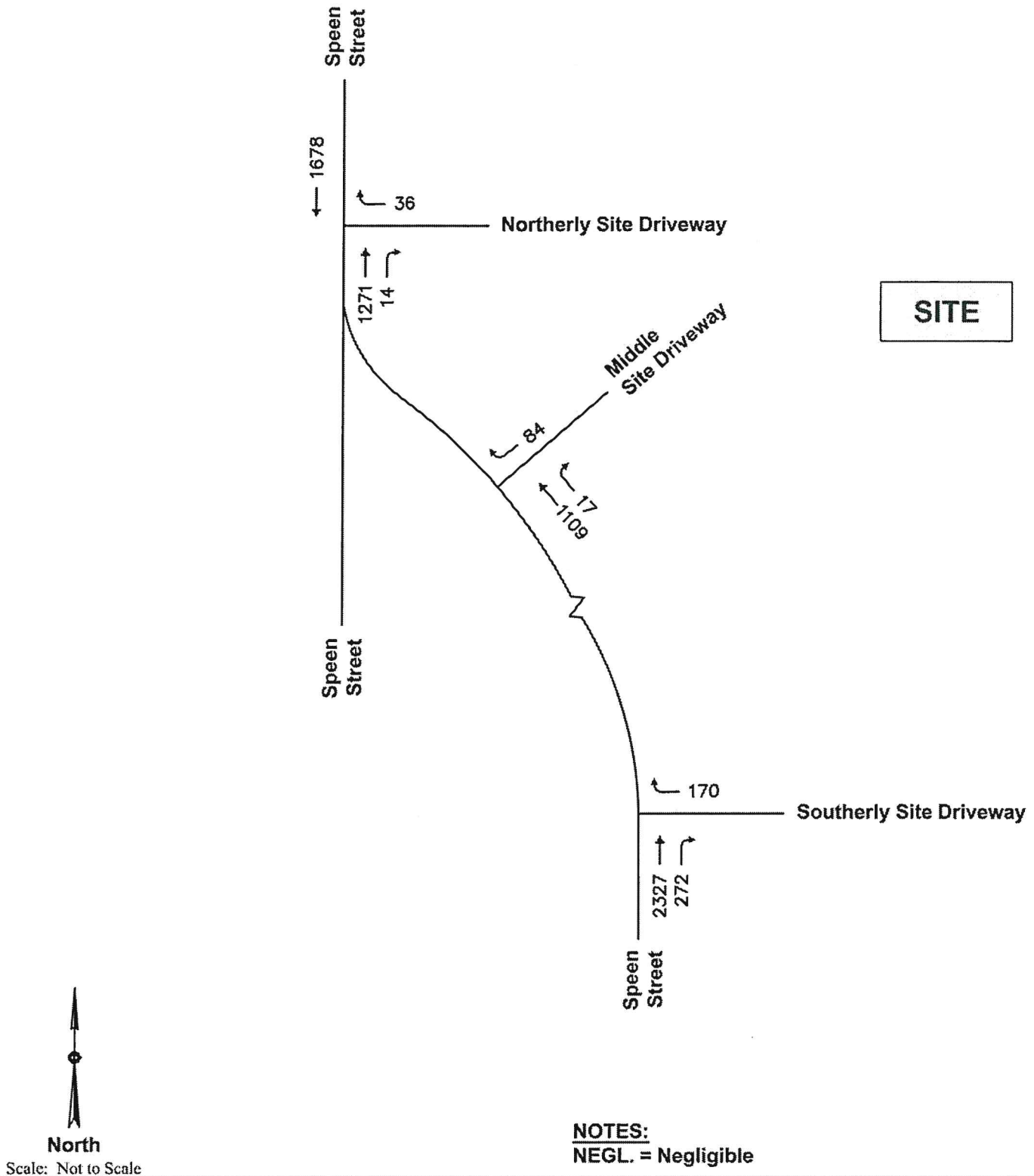
$T = 177.62 * (X)$ (Small Sample Size - Use with Caution)
 $T = 177.62 * 4.635$
 $T = 823.27$
 $T = 824$ vehicle trips
 with 50% (412 vpd) entering and 50% (412 vpd) exiting.

SATURDAY MIDDAY PEAK HOUR OF GENERATOR

$T = 10.34 * (X)$
 $T = 10.34 * 4.635$
 $T = 47.93$
 $T = 48$ vehicle trips
 with 51% (24 vph) entering and 49% (24 vph) exiting.

	<u>Total</u>	<u>Pass-By</u>	<u>Net New</u>
AM			
In	11	3	8
Out	7	3	4
Total	18	6	12
PM			
In	22	8	14
Out	21	8	13
Total	43	16	27
Sat			
In	24	9	15
Out	24	9	15
Total	48	18	30
Weekday Daily	494	178	316
Saturday Daily	824	296	528

□ Cloverleaf Mall – Traffic Volume Networks



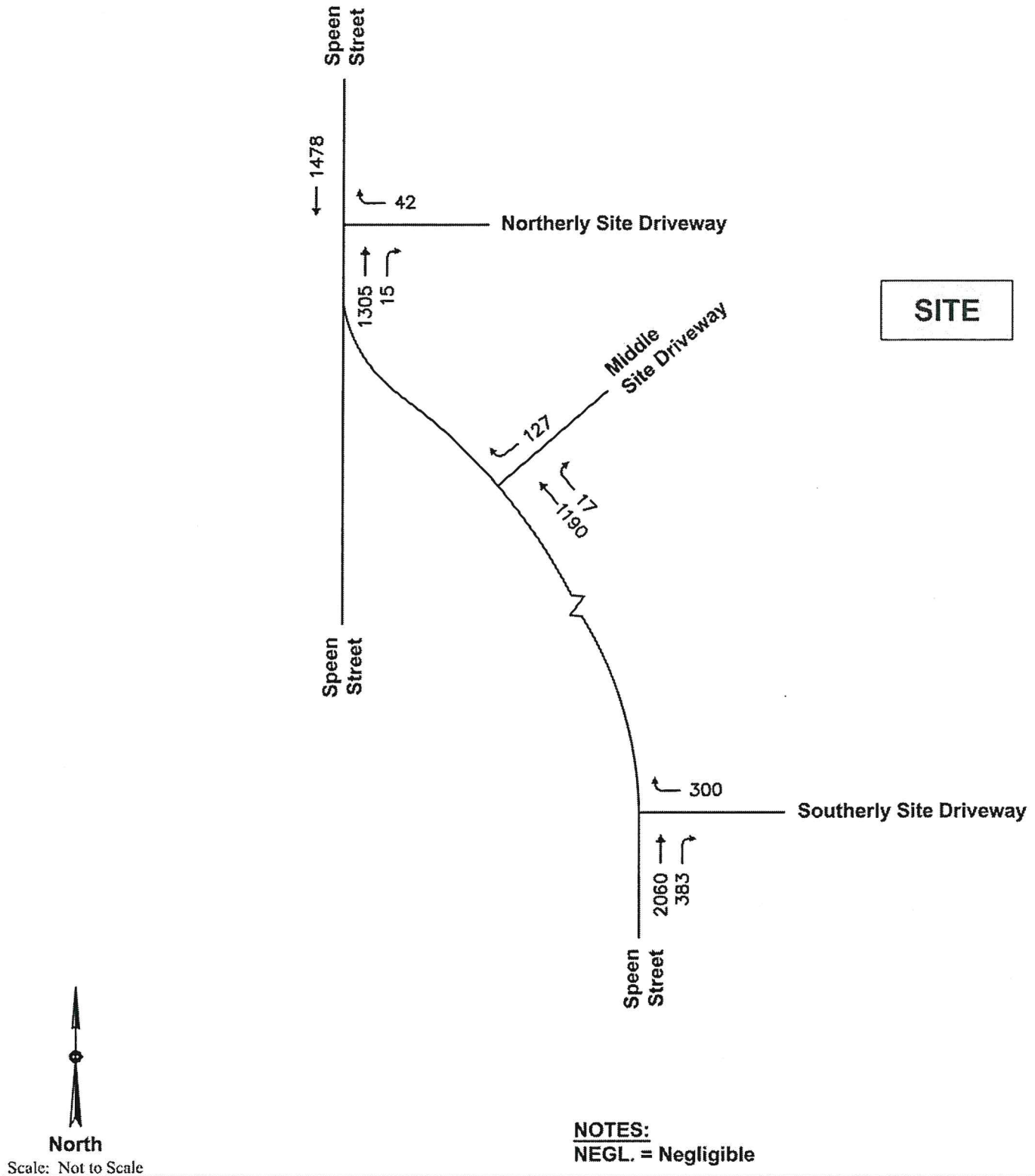


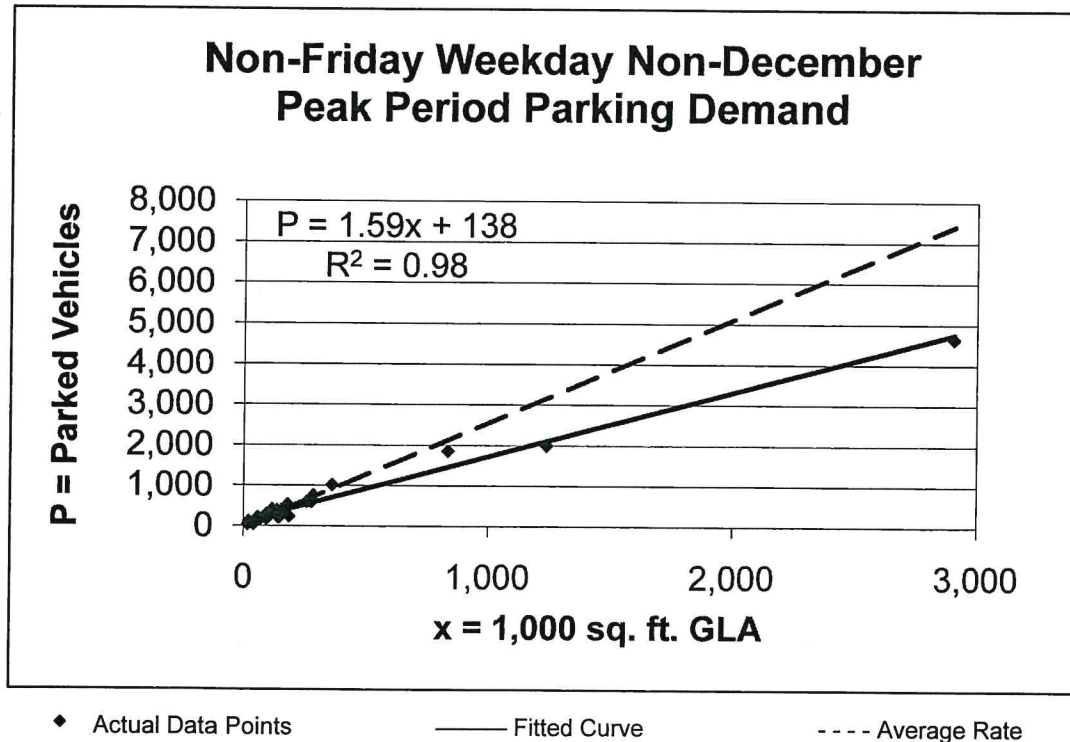
Figure 6

□ Parking Analysis

Land Use: 820 Shopping Center

Average Peak Period Parking Demand vs. 1,000 sq. ft. GLA On a: Non-Friday Weekday (Non-December)

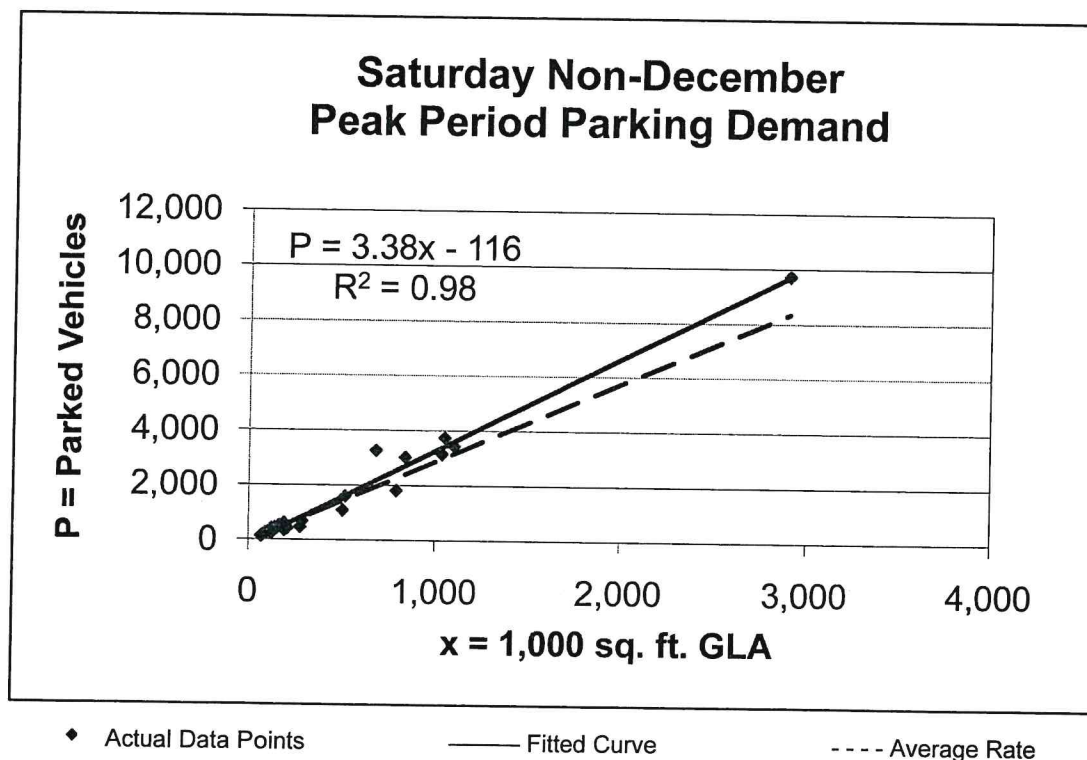
Statistic	Peak Period Demand
Peak Period	11:00–3:00 p.m.; 6:00–7:00 p.m.
Number of Study Sites	24
Average Size of Study Sites	357,700 sq. ft. GLA
Average Peak Period Parking Demand	2.55 vehicles per 1,000 sq. ft. GLA
Standard Deviation	0.93
Coefficient of Variation	37%
Range	1.33–5.58 vehicles per 1,000 sq. ft. GLA
85th Percentile	3.16 vehicles per 1,000 sq. ft. GLA
33rd Percentile	2.20 vehicles per 1,000 sq. ft. GLA



Land Use: 820 Shopping Center

Average Peak Period Parking Demand vs. 1,000 sq. ft. GLA On a: Saturday (Non-December)

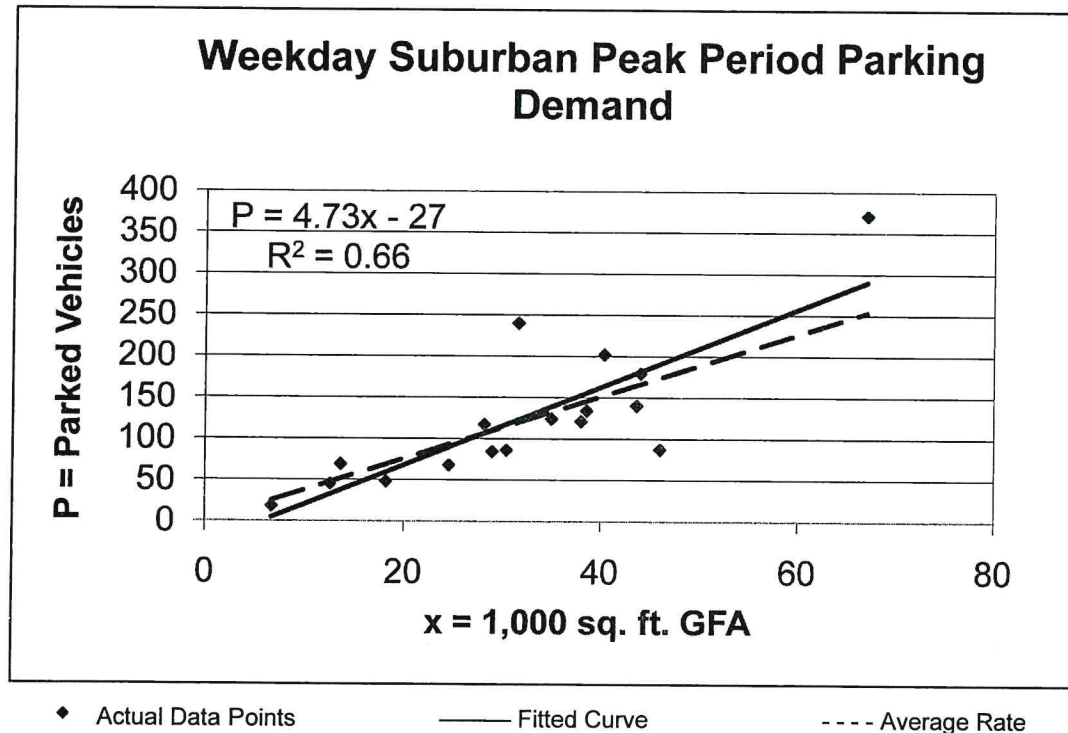
Statistic	Peak Period Demand
Peak Period	1:00–2:00 p.m.
Number of Study Sites	26
Average Size of Study Sites	458,000 sq. ft. GLA
Average Peak Period Parking Demand	2.87 vehicles per 1,000 sq. ft. GLA
Standard Deviation	0.70
Coefficient of Variation	24%
95% Confidence Interval	2.60–3.14 vehicles per 1,000 sq. ft. GLA
Range	1.73–4.82 vehicles per 1,000 sq. ft. GLA
85th Percentile	3.40 vehicles per 1,000 sq. ft. GLA
33rd Percentile	2.46 vehicles per 1,000 sq. ft. GLA



Land Use: 850 Supermarket

Average Peak Period Parking Demand vs. 1,000 sq. ft. GFA
On a: Weekday
Location: Suburban

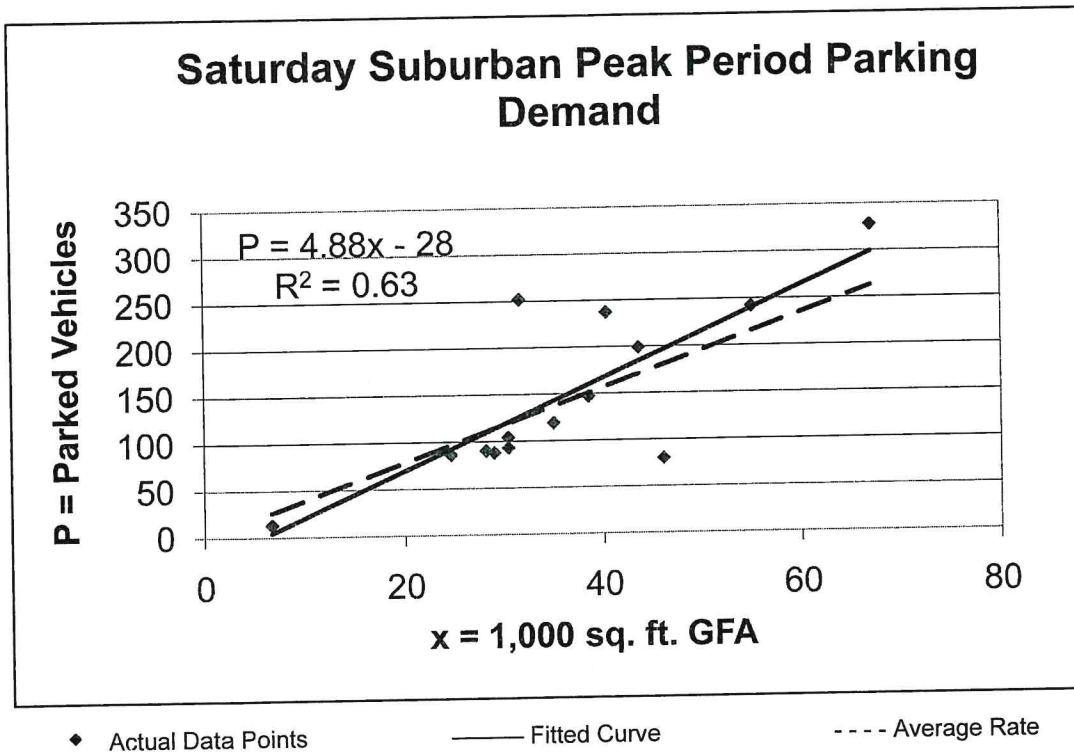
Statistic	Peak Period Demand
Peak Period	12:00–6:00 p.m.
Number of Study Sites	17
Average Size of Study Sites	32,000 sq. ft. GFA
Average Peak Period Parking Demand	3.78 vehicles per 1,000 sq. ft. GFA
Standard Deviation	1.38
Coefficient of Variation	37%
Range	1.89–7.59 vehicles per 1,000 sq. ft. GFA
85th Percentile	5.05 vehicles per 1,000 sq. ft. GFA
33rd Percentile	2.98 vehicles per 1,000 sq. ft. GFA



Land Use: 850 Supermarket

Average Peak Period Parking Demand vs. 1,000 sq. ft. GFA
On a: Saturday
Location: Suburban

Statistic	Peak Period Demand
Peak Period	12:00–5:00 p.m.; 6:00–7:00 p.m.
Number of Study Sites	14
Average Size of Study Sites	36,000 sq. ft. GFA
Average Peak Period Parking Demand	3.92 vehicles per 1,000 sq. ft. GFA
Standard Deviation	1.60
Coefficient of Variation	41%
Range	1.74–7.97 vehicles per 1,000 sq. ft. GFA
85th Percentile	4.94 vehicles per 1,000 sq. ft. GFA
33rd Percentile	3.25 vehicles per 1,000 sq. ft. GFA



Total Wine

SPIRITS · BEER & MORE

NOW HIRING

FIRE ZONE
NO PARKING
NO WAITING
Violators will be towed
at owner's expense.
Service Provided by
781.237.7090

NOW HIRING



Burlington

Total Wine & More
NOW

FIRE ZONE
NO PARKING
NO WAITING

NOW
WINE & MORE

Total Wine & MORE
NOW wine superstore
HIRING
apply within or at www.totalwine.com

Total Wine
SPIRITS • BEER

FIRE ZONE
NO PARKING
NO WAITING
Violators will be towed
at owner's expense
Service Provided by:
CITY OF CHICAGO
781.237.7080

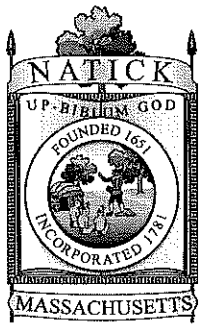
NOW
HIRING
Total Wine & MORE

ITEM TITLE: Procurement Officer: Contracts

ITEM SUMMARY: a. Police Station Radio Room Uninterrupted Power Supply Contract
b. Renewal of Prescription Medications Contract for Veterans
c. MAPC Contract for Guard Rails Throughout the Town

ATTACHMENTS:

Description	Upload Date	Type
Uninterrupted Power Supply-Contract Award Recommendation	6/19/2018	Cover Memo
Prescription Medications-Contract Extension Recommendation	6/19/2018	Cover Memo
Prescription Medications-Renewal Draft	6/19/2018	Cover Memo
Guardrails-Contract Award Recommendation	6/19/2018	Cover Memo



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa Malone, Town Administrator
William Chenard, Deputy Town Administrator - Operations
James Hicks, Chief, Natick Police Department
Kenneth Mitchell, Dispatcher

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: June 19, 2018

SUBJECT: CONTRACT AWARD
Uninterrupted Power Supply – Natick Police Station

On June 14, 2018, responses/quotes were received for the installation of an uninterrupted power supply at the Natick Police Station in the Town of Natick, Massachusetts. Responses/quotes were received from three (3) responders/quoting parties. (See attached.)

Hub Electric, Inc. is the lowest responsible and eligible responder/quoting party. We recommend that the Natick Board of Selectmen award the contract to Hub Electric, Inc. for the complete main bid work, as provided for in the Town's Request for Responses. The amount of the award will be for \$15,300.00, as provided for in Hub Electric, Inc.'s response/quote. We have reviewed the responses/quotes received and have checked the references and qualifications of Hub Electric, Inc.

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

Responses Received: 06/14/2018

Newspaper Advertisement (Metrowest Daily News): 05/25/2018

Website & Town Hall Posting: 05/21/2018

Central Register: 05/30/2018

COMMBUYS Posting: 05/21/2018

Funding: 00020567 540215 Police Radio Room Power Supply –
2017 FTM Article 9 Motion A2

Quotes/Responses Received: See attached.

RFR Results Form

Date & Time: June 14, 2018, 11:00 A.M. EDT

CPO Signature:

6/14/18

MEMORANDUM

To: FILE

From: Bryan R. Le Blanc, Procurement Officer

Re: Public Notification and Quote Process – Golf Cart Shelter (Re-Solicitation)

Date: June 14, 2018

In May, 2018, I received a procurement request for the installation of an uninterrupted power supply at the Natick Police Department.

The requisite statutory reference governing the building of a public work/shelter is M.G.L. c. 149, §44A, which provides, in relevant part, as follows:

(B) Every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building estimated to cost not less than \$10,000 but not more than \$50,000 shall be awarded to the responsible person offering to perform the contract at the lowest price. The public agency shall make public notification of the contract and shall seek written responses from no fewer than 3 persons who customarily perform such work. The solicitation shall include a scope-of-work statement that defines the work to be performed and provides potential responders with sufficient information regarding the objectives and requirements of the public agency and the time period within which the work shall be completed. The public agency shall record the names and addresses of all persons from whom written responses were sought, the names of the persons submitting written responses and the date and amount of each written response. A public agency may utilize a vendor list established through a statewide contract procured through the operational services division to identify 1 or more of the persons from whom it will seek written responses for purposes of this paragraph. A public agency may also procure a blanket contract to establish a listing of vendors in certain defined categories of work that are under contract to provide services for multiple individual tasks of not more than \$50,000 each, and from whom written responses will be sought. Any such blanket contract procured by the awarding authority shall be procured pursuant to either section 39M of chapter 30 or sections 44A to 44J, inclusive, of chapter 149 which are applicable to projects over \$50,000. For purposes of this paragraph, the term "public notification" shall include, but not be limited to, posting at least 2 weeks before the time specified in the notification for the receipt of responses, the contract and scope-of-work statement: (1) on the website of the public agency, (2) on the COMMBUYS system administered by the operational services division, (3) in the central register published pursuant to section 20A of chapter 9 and (4) in a conspicuous place in or near the primary office of the public agency; provided, however, that if the public agency obtains a minimum of 2 written responses from a vendor list established through a blanket contract or a statewide contract procured through the operational services division, and the lowest of those written responses is deemed acceptable to the public agency, public notification is not required.

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

WRITTEN PURCHASE DESCRIPTION:

I received a written purchase description, which was incorporated into the Request for Responses/Request for Quotes:

It provided as follows:

BACKGROUND

The Town solicits written Responses invites the submission of responses for installation of an uninterrupted power supply (for radio equipment) at the Natick Police Station (20 East Central Street, Natick).

A Description of Desired Goods and Services

The Successful Responder shall provide installation of a UPS system to back up the radio equipment at the Natick Police Station. Please see the attached specification and drawing for details. These are attached to and incorporated herein by reference.

B. GUARANTEE

The Successful Responder, if selected as the Contractor, shall furnish all supplies, equipment, and labor necessary for the performance of the services and delivery of equipment required by this request for Responses and warrants that it has in its employ, and throughout the term of any contract awarded or any extension or renewal thereof, shall continue to have a sufficient number of persons experienced in performing services required by this request for Responses, such that the Successful Responder's obligations shall be carried out in a prompt, safe and professional manner.

The Successful Responder, if selected as the Contractor, shall warrant to the Owner that the work to be performed under the Request for Responses Contract, shall be free from defects in material and workmanship for twelve (12) months after the Contractor fully completes the work. If any defects in material or workmanship regarding the work occur within said twelve (12) month period, the Contractor shall have the option of repairing or replacing the defective component(s) involved in the work. Any manufacturers' warranties shall be assigned to the Town.

C. CONTRACT

It is anticipated that the town will issue a contract in the form of the attached document to the lowest and eligible responding party. No deviations shall be permitted.

D. SALES AND USE TAX EXEMPTION

Owner is exempt from Commonwealth of Massachusetts Sales and Use Tax on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the response price.

Owner to provide a Certificate of Exemption Number to the contractor awarded the work.

E. Successful Responding Party's Personnel

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

The Successful Responding party 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 Responding party will update this list whenever there is a change in personnel.*

Any contract awarded pursuant to this RFR shall be awarded, if at all, to the responsible Responder offering to perform the contract work at the lowest price. Award shall be subject to appropriation. The Successful Responder shall enter into a contract in the form of the attached and shall comply with all bonding and insurance requirements stated therein.

Specifications and drawings, as prepared by BLW Engineers, were also attached to and incorporated into the RFR.

PUBLIC NOTIFICATION:

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

NOTICE TO RESPONDERS

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of responses for installation of an uninterrupted power supply (for radio equipment) at the Natick Police Station (20 East Central Street, Natick). The Request for Responses ("RFR") may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and

12:00 P.M. (noon) local time, Friday, beginning on May 30, 2018. Responses will be received until 11:00 A.M. local time, June 14, 2018, at the Procurement Office, Natick Public Works Building, 75 West Street, Natick, MA 01760, at which time and place all responses will be publicly opened and read. All Responses shall comply with the RFR issued by the Town of Natick, including, without limitation, Section 1, Instructions to Responders, and Response Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Responses in the best interest of the Town. Any Response submitted will be binding for thirty (30) days subsequent to the time of opening. Award is subject to appropriation and vote of the Natick Board of Selectmen.

Notice was posted as follows:

Central Register:	May 30, 2018
COMMBUYS:	May 21, 2018
Town Hall:	May 21, 2018
Website:	May 21, 2018
Metrowest Daily News:	May 25, 2018

Responses were due no later than 11:00 A.M. local time on June 14, 2018.

SOLICITED FIRMS:

On Wednesday, May 30, 2018, I used the Request for Responses and its purchase description to solicit three (3) firms for written quotes, as required by M.G.L. c. 149, §44A. Firms solicited for written quotes, at the emails shown below, were:

1. Chipman Electric, 53 Jeffery Ave # 5, Holliston, MA 01746 Phone: (508)-429-8661
Email: achipman@chipmanelectric.com .
2. Jupiter Electric, 142 Lafayette Rd, Salisbury, MA 01952 Phone: (978) 499-7776
Email: msjupiterelectric@outlook.com .
3. LeVangie Electric, 59 Old Webster Road, Hanover, MA 02339 Phone: (781) 871-2639
Email: john@leco-contracting.com .
4. Annese Electric, 280 Libbey Industrial Pkwy, East Weymouth, MA 02189 Phone (781)-37-6462
Email: mblotner@anneseelectric.com .

Quotes were ultimately due no later than 11:00 A.M. local time on June 14, 2018.

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

No quotes were received from the above by the ordained due date/time.

RESPONSE TABULATION

Responses were opened at 11:00 A.M. local time on June 14, 2018.

1. On Thursday, June 14, 2018, Electronic Environments Co., LLC, having an address of 410 Forest Street, Marlborough, MA 01752, submitted a response of \$16,907.00 to perform the required services.
2. On Thursday, June 14, 2018, Fall River Electrical Associates Co., Inc., having an address of 74 Corneau Street, Fall River, MA 02721 submitted a response of \$26,999.00 to perform the required services.
3. On Thursday, June 14, 2018, Hub Electric, Inc., having an address of 10 Draper Street, Unit 19, Woburn, MA 01801, submitted a response of \$15,300.00 to perform the required services.

The lowest overall quote/response was that of Hub Electric, Inc., which submitted the lowest price of fifteen thousand three hundred dollars and zero cents (\$15,300.00) to perform the above work.

AWARD

AWARD RECOMMENDATION

Award should be made, if at all, to Hub Electric, Inc. which was the responsible and eligible quoting party/responder that submitted the lowest price (\$15,300.00) to perform all services stated in the Town's Request for Responses (RFR).

Town of Natick, Massachusetts
Contract for Services Related to Installation of
an Uninterrupted Power Supply at the Natick Police Station

This Contract is made this twenty-fifth day of June, 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 Hub Electric, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at Ten Draper Street, Unit 19, Woburn, MA 01801 (hereinafter the "Contractor").

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

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to installation of an uninterrupted power supply at the Natick Police Station in the Town of Natick, as set forth in the Request for Responses Related to Installation of an Uninterrupted Power Supply at the Natick Police Station ("RFR"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

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

3. Term

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

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

The provisions of the RFR and the Contractor's Response are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority: Amendments to Contract (if any)

Town of Natick, Massachusetts
Contract for Services Related to Installation of
an Uninterrupted Power Supply at the Natick Police Station

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

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, and in accordance with M.G.L. c.30, §39K, the Town shall pay the Contractor the prices set forth in the Contractor's Response, a copy of which is attached hereto and incorporated by reference.

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

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

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

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

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

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

Town of Natick, Massachusetts
Contract for Services Related to Installation of
an Uninterrupted Power Supply at the Natick Police Station

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

6. **Warranty**

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the Town of Natick. Any equipment shall be warrantied against manufacturing and design defect for a minimum of one (1) year after the Town's acceptance of the same. All manufacturers' warranties on any equipment delivered shall be assigned to the Town of Natick.

7. **Compliance with Laws**

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

8. **Insurance**

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

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.

Town of Natick, Massachusetts
Contract for Services Related to Installation of
an Uninterrupted Power Supply at the Natick Police Station

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

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company 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.”
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- h. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of

**Town of Natick, Massachusetts
Contract for Services Related to Installation of
an Uninterrupted Power Supply at the Natick Police Station**

- Massachusetts; or
- (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
- k. The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.
9. Indemnification
- The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.
10. No Personal Liability
- Neither the Town of Natick, nor its officers, employees, boards, 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

Town of Natick, Massachusetts
Contract for Services Related to Installation of
an Uninterrupted Power Supply at the Natick Police Station

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 RFR and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

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

13. Labor and Materials Payment Bond

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

14. Independent Contractor Status

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

15. Use of Alcohol and Controlled and/or Mood Altering Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled substances, 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

Town of Natick, Massachusetts
Contract for Services Related to Installation of
an Uninterrupted Power Supply at the Natick Police Station

subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

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

17. Criminal Background Screening

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

18. Delays/*Force Majeure*

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

19. Termination

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

Town of Natick, Massachusetts
Contract for Services Related to Installation of
an Uninterrupted Power Supply at the Natick Police Station

Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event, the Town may terminate this Contract upon written notice to the Contractor.

- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

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

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

20. Notices

Except as otherwise provided in this Contract, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

Town of Natick, Massachusetts
Contract for Services Related to Installation of
an Uninterrupted Power Supply at the Natick Police Station

If to the Town: Melissa A. Malone
 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: Stephen R. Silvestro
 President
 Hub Electric, Inc.
 Ten Draper Street
 Unit 19
 Woburn, MA 01801.

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

Town of Natick, Massachusetts
Contract for Services Related to Installation of
an Uninterrupted Power Supply at the Natick Police Station

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 Response was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Response documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran

Town of Natick, Massachusetts
Contract for Services Related to Installation of
an Uninterrupted Power Supply at the Natick Police Station

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 shall inure to the

Town of Natick, Massachusetts
Contract for Services Related to Installation of
an Uninterrupted Power Supply at the Natick Police Station

benefit of the heirs, assigns and successors in interest of the parties.

- 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 Services Related to Installation of
an Uninterrupted Power Supply at the Natick Police Station

The Town of Natick, Massachusetts
by: the Natick Board of Selectmen

Hub Electric, Inc.
by:

Amy K. Mistrot, Chairman

Stephen R. Silvestro, President

Susan G. Salamoff, Vice Chairman

Michael J. Hickey, Jr., Clerk

Jonathan H. Freedman

Richard P. Jennett, Jr.

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

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

John P. Flynn, Esq.

Dated: _____

Town of Natick, Massachusetts
Contract for Services Related to Installation of
an Uninterrupted Power Supply at the Natick Police Station

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

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

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

VOTED: To authorize and empower either _____
_____, _____;
(Name) (Title)
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

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

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

Signature

Printed Name

Printed Title

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

**TOWN OF NATICK
RESPONSE FORM**

The undersigned Responding party hereby submits a response for installation of an uninterrupted power supply (for radio equipment) at the Natick Police Station (20 East Central Street, Natick).

TOTAL BASE PRICE - FOR RFR COMPARISON
BASED UPON ESTIMATED QUANTITIES

\$ 15,300.00

The undersigned Responding party acknowledges receipt of addenda nos. 1, 2.

Specific items of this Contract may be eliminated or reduced in quantity, to the extent permitted by law, to keep within limits of available funding, at the OWNER'S option.

The undersigned certifies as follows:

- A. Responder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services outlined in this RFR. (Responder shall attach to the Response Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Responder.)
- B. Responder holds all applicable State and Federal permits, licenses and approvals. (Responder shall attach to the Response Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Responder provides a qualified (Town-approved) Foreman, who shall be present at the work site at all times.
- D. Responder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Responder holds all applicable documentation and Insurance in accordance with this RFR. (Responder shall attach to the Response Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Responder, if chosen as the Successful Responder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
- F. Responder shall attach to the Response Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number).

Responder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.

G. Responder has not defaulted on any Contract within the last five (5) years.

H. Responder maintains a permanent place of business. (Responder shall attach to the Response Form the address of his/her/its business.)

I. Responder has adequate personnel and equipment to perform the work expeditiously. (Responder shall also attach to the Response Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Responses are sought. Responders shall attach to the Response Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)

J. Responder has suitable financial status to meet obligations incident to the work. (Responder shall attach to the Response Form a financial statement that shows the Responder's present financial status.

K. Responder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Responder shall attach to the Response Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)

L. Responder has not failed to perform satisfactorily on Contracts of a similar nature.

M. Responder possesses the skill, ability and integrity necessary for the faithful performance of the work.

N. Responder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

O. Responder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

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

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

10 Draper St.
unit 19
Woburn, ma 01801

State of Incorporation Massachusetts

Principal Place of Business 10 Draper St.
unit 19
Woburn, ma 01801

Tel. 781-938-5200

Qualified in Massachusetts Yes X No

Principal Place of Business in MA 10 Draper St, unit 19
Woburn, Ma 01801

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

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

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



Authorized Signature

Stephen Silvestro

Printed Name

Printed Title

President

Printed Title

06/13/18

Date

Date

Stephen Silvestro

Full Legal Name

Officers of Corporation and Addresses

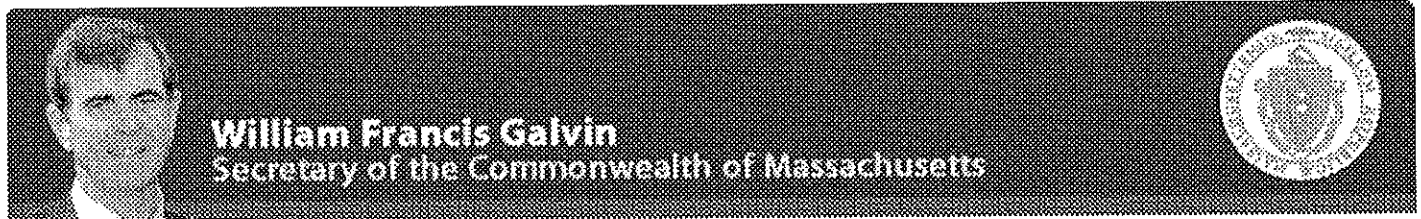
- Electric Services
- Burglar & Fire Alarm Systems
- Fire Alarm Test & Inspection
- Network Cabling
- Fiber Optic Cabling
- Camera & Card Access Systems
- Design Build Services

Current Address: 10 Draper St. Unit 19
Woburn, MA 01801

Incorporated 01/25/1996

No Name changes
No pending lawsuits

Current business status - excellent



Corporations Division

Business Entity Summary

ID Number: 043303981

[Request certificate](#)

[New search](#)

Summary for: HUB ELECTRIC, INC.

The exact name of the Domestic Profit Corporation: HUB ELECTRIC, INC.		
Entity type: Domestic Profit Corporation		
Identification Number: 043303981		Old ID Number: 000525094
Date of Organization in Massachusetts: 01-25-1996		
Last date certain:		
Current Fiscal Month/Day: 12/31		Previous Fiscal Month/Day: 00/00
The location of the Principal Office: Address: 10 DRAPER STREET UNIT 19 City or town, State, Zip code, WOBURN, MA 01801 USA Country:		
The name and address of the Registered Agent: Name: STEPHEN SILVESTRO Address: 217 PARK STREET PO BOX 855 City or town, State, Zip code, MEDFORD, MA 02155 USA Country:		
The Officers and Directors of the Corporation:		
Title	Individual Name	Address
PRESIDENT	STEPHEN R SILVESTRO	137 GOODALE STREET PEABODY, MA 01960 USA
TREASURER	STEPHEN R SILVESTRO	137 GOODALE STREET PEABODY, MA 01960 USA
SECRETARY	STEPHEN R SILVESTRO	137 GOODALE STREET PEABODY, MA 01960 USA
DIRECTOR	STEPHEN R SILVESTRO	137 GOODALE STREET PEABODY, MA 01960 USA
Business entity stock is publicly traded: <input type="checkbox"/>		
The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:		

DF**The Commonwealth of Massachusetts**

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place - Room 1717, Boston, Massachusetts 02108-1512

**Annual Report for Domestic
and Foreign Corporations**

(General Laws Chapter 156D, Section 16.22; 950 CMR 113.57)

Filing Fee: \$125.00

Late Fee: \$25.00

FORM MUST BE TYPED

- (1) Exact name of the corporation: **HUB ELECTRIC, INC**
(2) Jurisdiction of incorporation: **MASSACHUSETTS**
(3) Street address of the corporation's registered office in the commonwealth (number, street, city or town, state, ZIP code)
10 DRAPER ST #19 - WOBURN, MA 01801
(4) Name of the registered agent at the registered office: **STEPHEN SILVESTRO**
(5) Street address of the corporation's principal office (number, street, city or town, state, ZIP code)
**10 DRAPER STREET #19
WOBURN, MA 01801**
(6) Provide the names and addresses of the corporation's board of directors and its president, treasurer, secretary, and if different, its chief executive officer and chief financial officer.
- | NAME | ADDRESS |
|---|--|
| President: STEPHEN SILVESTRO | 10 DRAPER ST #19 - WOBURN, MA 01801 |
| Treasurer: STEPHEN SILVESTRO | 10 DRAPER ST #19 - WOBURN, MA 01801 |
| Secretary: STEPHEN SILVESTRO | 10 DRAPER ST #19 - WOBURN, MA 01801 |
| Chief Executive Officer: STEPHEN SILVESTRO | 10 DRAPER ST #19 - WOBURN, MA 01801 |
| Chief Financial Officer: STEPHEN SILVESTRO | 10 DRAPER ST #19 - WOBURN, MA 01801 |
| Directors: STEPHEN SILVESTRO | 10 DRAPER ST #19 - WOBURN, MA 01801 |
- (7) Briefly describe the business of the corporation:
ELECTRICAL CONTRACTOR

(8-9) Capital stock of each class and series:

CLASS OF STOCK	TOTAL AUTHORIZED BY ARTICLES OF ORGANIZATION OR AMENDMENTS Number of Shares	TOTAL ISSUED AND OUTSTANDING Number of Shares
COMMON	10,000.	1,000.
PREFERRED		

(10) Check if the stock of the corporation is publicly traded. ☐(11) Report is filed for fiscal year ending: **DECEMBER 31 2017**
(month, day, year)Signed by: ☐ Chairman of the board of directors
on this **28**☒ President
day of **February**☐ Other officer☐ Court-appointed fiduciary, **2018**

SEE ATTACHMENT SHEET

BID BOND

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

CONTRACTOR:

(Name, legal status and address)
Hub Electric, Inc.

10 Draper Street
Woburn, MA 01801

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company

5200 Matcalf OPN111
Overland Park, KS 66202

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)
Town of Natick

MA

BOND AMOUNT: \$ Five Percent of the Attached bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

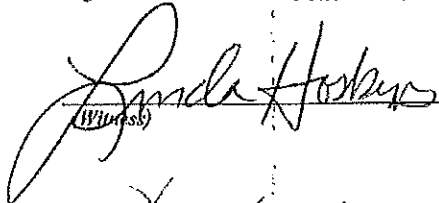
Installation of an Uninterrupted Power Supply at the Natick Police Station

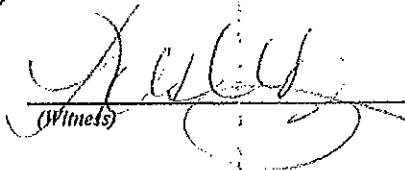
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of June, 2018


(Witness)


(Witness)

Hub Electric, Inc.

(Principal)

(Seal)

(Title)

President

North American Specialty Insurance Company

(Surety)

(Seal)

(Title) Paul A. Patalano, Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JAMES J. AXON, GREGORY D. JUWA, MICHAEL P. CARNEY, WILDER PARKS, JR., PAUL A. PATALANO, LESLIANN J. ORTIZ, ADAM W. DESANCTIS, MICHAEL T. GILBERT, CHRISTINE B. GALLAGHER

BYRAN F. JUWA, DAVID A. BOUTIETTE, RICHARD P. CARUSO, REBECCA SHANLEY, JONATHAN E. DUGGAN, LINDSAY A. KNOWLTON, and JORDAN I. TIRONI JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS


This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22 day of FEBRUARY, 20 18.

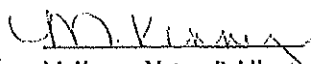
North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 22 day of FEBRUARY, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

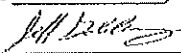
Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of June, 20 18.


Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



10 Draper St Unit 19
Woburn, MA 01801

Phone: (781) 938-5200
Fax: (781) 938-5201

- Electric Services
- Burglar & Fire Alarm Systems
- Fire Alarm Test & Inspection
- Network Cabling
- Fiber Optic Cabling
- Camera & Card Access Systems
- Design Build Services

Electrical License

Fold, Then Detach Along All Perforations

COMMONWEALTH OF MASSACHUSETTS

DIVISION OF PROFESSIONAL LICENSURE

BOARD OF
ELECTRICIANS

ISSUES THE FOLLOWING LICENSE AS A
REG JOURNEYMAN ELECTRICIAN

STEPHEN R SILVESTRO

10 DRAPER ST

UNIT 19

WOBURN, MA 01801-4558

30786

07/31/2019

85305

LICENSE NUMBER: EXPIRATION DATE: SERIAL NUMBER:

LICENSEE SIGNATURE

Fold, Then Detach Along All Perforations

COMMONWEALTH OF MASSACHUSETTS

DIVISION OF PROFESSIONAL LICENSURE

BOARD OF
ELECTRICIANS

ISSUES THE FOLLOWING LICENSE AS A
REGISTERED MASTER ELECTRICIAN

STEPHEN R SILVESTRO

HUB ELECTRIC, INC

10 DRAPER ST

UNIT 19

WOBURN, MA 01801-4558

12892

07/31/2019

85306

LICENSE NUMBER: EXPIRATION DATE: SERIAL NUMBER:

LICENSEE SIGNATURE

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE

BOARD OF
ELECTRICIANS

ISSUES THE FOLLOWING LICENSE AS A
REGISTERED MASTER ELECTRICIAN

MARC GAGNON
2 MAYFAIR RD
PEABODY, MA 01960-6235


LICENSEE SIGNATURE

20503

07/31/2019

92917

LICENSE NUMBER EXPIRATION DATE SERIAL NUMBER

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE

BOARD OF
ELECTRICIANS

ISSUES THE FOLLOWING LICENSE AS A
REG JOURNEYMAN ELECTRICIAN

MARC GAGNON
2 MAYFAIR RD
PEABODY, MA 01960-6235


LICENSEE SIGNATURE

10719

07/31/2019

92916

LICENSE NUMBER EXPIRATION DATE SERIAL NUMBER

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE
BOARD OF
ELECTRICIANS
ISSUES THE FOLLOWING LICENSE AS A
REG JOURNEYMAN ELECTRICIAN
SVEN R OVERBERG
46 FOUNTAIN ST
MEDFORD, MA 02155-2664
10947 07/31/2019 109853
LICENSE NUMBER EXPIRATION DATE SERIAL NUMBER

[Signature]
LICENSE SIGNATURE



10 Draper St., Unit 19
Woburn, MA 01801

Phone: 781-938-5200
Email: info@hubelectricinc.com

- Electric Services
- Burglar & Fire Alarm Systems
- Fire Alarm Test & Inspection
- Network Cabling
- Fiber Optic Cabling
- Camera & Card Access Systems
- Design Build Services

Electrical Resumes

Stephen R. Silvestro

137 Goodale Street

Peabody, MA 01960

978-535-1504(h) 781-883-3832(c)

WORK EXPERIENCE

Hub Electric, Inc.

1993-Present

Medford, MA.

Proprietor

Electrical Construction Service Company. Servicing approximately five million square feet of Facilities including, but not limited to, Healthcare, Industrial, Commercial and Government Facilities.

Silvestro Brothers, Inc.

1987-1993

Medford, MA

Sales Engineer/Partner

Solicit contracts for Service, Maintenance and Construction. Develop energy savings programs for clients that cut their yearly costs by as much as \$75,000. Design and engineer life safety systems for commercial and industrial clients. Aid in implementation of systems and programs that allow for the servicing of government agency contracts.

Moulton Electric, Inc.

1984-1987

Malden, MA

Apprentice Electrician

Installed commercial, residential and industrial wiring. Coordinated supplies and materials for job sites.

ACCREDITATION'S AND LICENSES

1989 New Hampshire Master Electrician License

1988 Massachusetts Master Electrician License

1987 Massachusetts Journeyman Electrical License

EDUCATION

Certificate Programs

1987-2005

Bunker Hill Community College

Charlestown, MA

Excel and Microsoft Word

Peterson Institute

Advanced Digital Controls

Coin Electric

Advanced electrical theory

Soar Grounding Certificate

10 hour OSHA Safety Certificate 2006

Medford Vocational High School

1980-1984

Medford, MA

Code Course

2007-2010

Marc Gagnon

Objective: To work in an industrial or commercial environment troubleshooting, repairing, maintaining and installing of all types of machinery, switchgear, motors, transformers, lighting, phone and data lines.

Education

Woburn Electrical School of Code and Theory 2005 - 2006
Master Electrician's Course

Woburn Electrical School of Code and Theory 2002 - 2003
Journeyman Electrician's Course

International Mobile Air-Conditioning Association 1995
Certified in R-12 and R134A Refrigerant Recovery and Recycling

Peabody Vocational High School 1991-1995
High School and Vocational Diploma

MA Licenses and Certifications

Master Electrician License #20503-A
Journeyman Electrician License #10719-B
Genie Lift Certified on Scissor Lift, Boom Lift and Towable Lifts

Work Experience

MacDonald Electrical Corporation 2007- Present
11R Putman Street Danvers, MA 01923
(978) 777-6080

- Repair, maintenance and installation of parking lot lighting, Verizon phone cabinets and controlled environmental vaults
- Repair, maintenance and installation of all types of machinery
- Service calls
- Construction of Topsfield Fair
- Calculate and order stock as needed
- Work with apprentices

Resource Options, Inc.
200 Highland Avenue Needham, MA 02494
(781) 455-7400

2007

- Installation of a reverse osmosis water treatment plant at Coca-Cola Co.
- Installation of stainless steel conduit, cable tray, electrical buss, transformers, control cabinets, conveyors

Helco Electrical Inc.
Zero Centennial Drive Peabody, MA 01960
(978) 532-7500

2006

- Residential electrical construction
- Commercial lighting installation
- Residential electrical services

Allstate Electrical Co.
7 Bryant Street Woburn, MA 01801
(781) 932-6600

2001 - 2006

- Repair, maintenance and installation of food processing equipment, motors, transformers, lighting
- Installation of all types of electrical conduit

Tony's Wood Working
8 South Shore Avenue Peabody, MA 01960
(978) 532-2760

1997 - 2000

- Kitchen and Bathroom Remodeling

Special Skills

Metal Fabrication/Welding
Lathe Operation and Sheet Metal Work

Languages

Native: English
Fluent: Portuguese
Understand: Spanish

Sven Overberg

Education

Massachusetts Journeyman Electrical License
New Hampshire Journeyman Electrical License
6-hour Fall Protection Awareness Program Training Certificate
OSHA 30-hour Occupation Safety and Health Training Course in
Construction Safety & Health
Power Actuated Tool Systems Qualified Operator License
Rector seal fire stopping
Adult CPR certification
Beverly High School, Beverly, MA

Experience

2001 to 2007

Mitchell Electric Inc. Tyngsboro, MA
Work on residential, industrial and commercial sites.
Experience with blueprints, panels, pipe runs, branch circuits,
transformers and single and three phase systems.

2000 to 2001

Cable Data Voice Inc. Alston, MA
Worked on coaxial cable system including splicing, construction,
overlashing, pulling underground cables, rewiring indu's, fiber -
optispan, CAT 5

1997 to 1999

P & G Landscaping, Hamilton, MA
Landscape manager.
Responsible for over seeing and maintaining customer's properties.
Including, construction of walls fences and stone driveways.

1995 to 1997

Homestead Construction
Built houses from rough to finish. Framing, finish trim, windows,
doors, etc.

References

Mitchell Electric, Inc.
978-649-9473

P & G Landscaping
978-468-3746

Anthony Cavallo
781-953-9919



HUBEL-1

OP ID: CD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2018

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).

PRODUCER DeSanctis Insurance Agcy, Inc. 100 Unicorn Park Drive Woburn, MA 01801		CONTACT NAME: PHONE (A/C, No, Ext): 781-935-8480 FAX (A/C, No): 781-933-5645 E-MAIL ADDRESS:		
INSURED HUB Electric, Inc. 10 Draper Street, Unit 19 Woburn, MA 01801		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Selective Insurance Company		19259
		INSURER B: The Hartford		14397
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			S2041160	10/06/2017	10/06/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			A9098834	10/05/2017	10/06/2018	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ None			S2041160	10/06/2017	10/06/2018	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	08WECCL6457 MA	01/23/2018	01/23/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Evidence of coverage.

CERTIFICATE HOLDER

CANCELLATION

TO WHOM

TO WHOM IT MAY CONCERN

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



10 Draper St Unit 19
Woburn, MA 01801

Phone: (781) 938-5200
Fax: (781) 938-5201

- Electric Services
- Burglar & Fire Alarm Systems
- Fire Alarm Test & Inspection
- Network Cabling
- Fiber Optic Cabling
- Camera & Card Access Systems
- Design Build Services

OSHA Cards

OSHA

Occupational
Safety & Health
Administration

30-5010/1-405

This card acknowledges that the recipient has successfully completed a
30-hour Occupational Safety and Health Training Course in
Construction Safety and Health.

Paul Chasse

RICK GLEASON, CIH, CSP

6/3/2013

(Trainee name - print or type)

(Course and date)



36-601043013

This card acknowledges that the recipient has successfully completed a
30-hour Occupational Safety and Health Training Course in
Construction Safety and Health

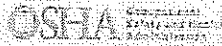
Marc Gagnon

RICK GLEASON, CIH, CSP

5/3/2013

(Trainer name -- print or type)

(Course and date)



38-001042966

This card acknowledges that the recipient has successfully completed a
30-hour Occupational Safety and Health Training Course in
Construction Safety and Health

Sven Overberg

RICK GLEASON, CIH, CSP

3-12-2013

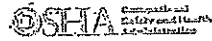
(Trainee name - printed type)

(Course end date)

OSHA recognizes that all workers have the right to a safe and healthy work environment. You have completed this training course and are now better equipped to protect yourself and others on the job. This is a good first step towards a safer and healthier workplace.

For more information on OSHA's training courses, visit the OSHA website at www.osha-slc.gov. You can also contact your local OSHA office for more information. OSHA is committed to providing the highest quality training to all workers.

Thank you for your participation in this training course.



36-004586663

This card acknowledges that the recipient has successfully completed a
10-hour Occupational Safety and Health Training Course in
Construction Safety and Health

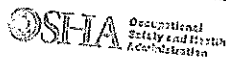
Ernesto DeLeon

Peter Rice 66873

04/26/2014

(Trainee name - print or type)

(Course and date)



This card acknowledges that the recipient has successfully completed a
10-hour Occupational Safety and Health Training Course in
Construction Safety and Health

BRIAN FABRIZIO

Michael Millsap
(Trainer name - print or type)

12/5/2010
(Course and date)



35-101010-118

This card acknowledges that the recipient has successfully completed a
30-hour Occupational Safety and Health Training Course in
Construction Safety and Health

Stephen Silvestro

RICK GLEASON, CHL, CSP

6/19/2013

(Rec'd Name - Print or Type)

(Course End Date)

OSHA is pleased to announce that the recipient has successfully completed a
30-hour Occupational Safety and Health Training Course in Construction Safety and Health

OSHA is pleased to announce that the recipient has successfully completed a
30-hour Occupational Safety and Health Training Course in Construction Safety and Health

OSHA is pleased to announce that the recipient has successfully completed a
30-hour Occupational Safety and Health Training Course in Construction Safety and Health



Mail

More

COMPOSE

Inbox

Starred

Sent Mail

Drafts

More

**Bryan Leblanc**

Received. Thank you.

**Bryan Leblanc**Fyi, results posted at: <http://natickma.gov/bids.aspx?bidID=255> .**Linda Hoskyns** <Linda.Hoskyns@hubelectricinc.com>

to me

Hello Bryan,

Please see attached list of completed projects.

Also, Staff at current time is adequate for this project and all needed equipment is

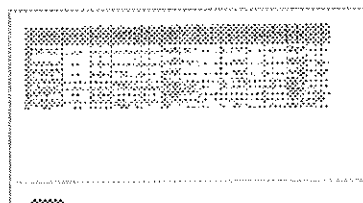
Any additional information needed, please let me know.

Thank you for the opportunity,

Linda

Hub Electric, Inc.

Linda Hoskyns
10 Draper Street Unit 19
Woburn Ma 01801
TEL 781-938-5200
FAX 781-938-5201
linda.hoskyns@hubelectricinc.com

From: Bryan Leblanc [<mailto:bleblanc@natickma.org>]**Sent:** Thursday, June 14, 2018 10:28 AM**To:** Linda Hoskyns <Linda.Hoskyns@hubelectricinc.com>**Subject:** Re: "Installation of an Uninterrupted Power Supply/Town of Natick MA"

Mail

COMPOSE

Labels

Inbox

Starred

Sent Mail

Drafts

More

More

1 of many

"Installation of an Uninterrupted Power Supply/Town of Natick

Inbox x



Linda
Hoskyns

Hello, Please see attached responses for the above referenced project. Thank ...

Bryan
Leblanc

Received. Thank you.

Bryan
Leblanc

Fyi, results posted at: <http://natickma.gov/bids.aspx?bidID=255> .

Linda Hoskyns <Linda.Hoskyns@hubelectricinc.com>

to me

Hello Bryan,

Please see attached list of completed projects.

Also, Staff at current time is adequate for this project and all needed equipment is either owned accessible for this pr

Any additional information needed, please let me know.

Thank you for the opportunity,

Linda

Hub Electric, Inc.

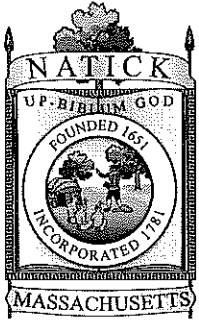
Linda Hoskyns
10 Draper Street Unit 19
Woburn Ma 01801
TEL 781-938-5200
FAX 781-938-5201
linda.hoskyns@hubelectricinc.com

From: Bryan Leblanc [mailto:bleblanc@natickma.org]

Sent: Thursday, June 14, 2018 10:28 AM

To: Linda Hoskyns <Linda.Hoskyns@hubelectricinc.com>

Subject: Re: "Installation of an Uninterrupted Power Supply/Town of Natick MA"



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa Malone, Town Administrator
William Chenard, Deputy Town Administrator - Operations
Jemma Lambert, Director, Natick Community Services
Paul Carew, Veterans' Services Director

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: June 19, 2018

**SUBJECT: CONTRACT EXTENSION
PRESCRIPTION MEDICATION CONTRACT**

In summer 2017, the Town of Natick entered into a contract with Family Pharmacy, Inc. for the furnishing of prescription medications to veterans receiving services through Natick Community Services. A complete explanation of the procurement may be found in the memorandum attached to the earlier procurement. The term of this contract, dated August 29, 2017, was for one (1) year, with two (2) one (1)-year options for renewal, each individually exercisable at the discretion of the Town. The rate was \$18,500/month, with an understanding that the amount may vary; the historical usage for the year is approximately \$25,000.00.

The current contract was procured through M.G.L. c. 30B, §4, and was vetted through a very carefully drafted Request for Quotes, seeking the lowest responsible and responsible quoting party.

Family Pharmacy, Inc. was the only quoting party. In fact, it was the only pharmacy in the area that could provide the delivery services required to perform under the contract. Family Pharmacy, Inc. has continued to perform extremely well in its current contract with the Town. Given this set of circumstances, as well as Family Pharmacy, Inc.'s beneficial performance, we recommend it to be in the Town's best interest to exercise its first extension of the current contract. Assuming the Selectmen are so inclined to do so, renewal may be accomplished by executing the attached draft correspondence to Family Pharmacy, Inc. Please advise if you have any questions or require additional information.

Funding Source: M.G.L. Chapter 115 benefits program. – Approx. \$25,000.00
Account No. 01543025711000

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

June 26, 2018

Mr. Hamid Mohaghegh
President
Family Pharmacy, Inc.
100 Grove Street
Suite 201
Worcester, MA 01605

RE: *PRESCRIPTION MEDICATION CONTRACT*
 NOTICE OF EXERCISE OF FIRST RENEWAL TERM

Dear Mr. Mohaghegh:

As you are aware, the Town of Natick, Massachusetts and Family Pharmacy, Inc., are parties to a contract for prescription medications in the Town of Natick ("Contract.") The Contract was dated August 29, 2017.

Article 3 of the Contract, entitled "Term," provides as follows: "The term of this Contract shall commence as of the date in the opening paragraph, above, and shall end one (1) 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."

On June 25, 2018, the Town of Natick, by vote of the Natick Board of Selectmen, exercised its option to extend the Contract for one (1) additional one (1)-year renewal term. This option year shall expire on August 28, 2019. This letter shall serve as notice of the Town's exercise of its first option. The Town reserves its right to exercise its second option at a later time; however, nothing shall compel it to do so.

All provisions of the Contract shall remain in full force and effect during these option periods.

Thank you for your consideration.

Very truly yours,

The Natick Board of Selectmen

Amy K. Mistrot, Chair

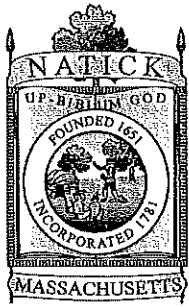
Susan G. Salamoff, Vice Chair

Michael J. Hickey, Jr, Clerk

Jonathan H. Freedman

Richard P. Jennett, Jr.

cc. Melissa A. Malone, Town Administrator
 William D. Chenard, Deputy Town Administrator - Operations
 Jemma Lambert, Director, Natick Community Services
 Paul Carew, Veterans' Services Director
 Arti P. Mehta, Comptroller
 John P. Flynn, Esq.



TOWN OF NATICK MASSACHUSETTS

TO: Martha White, Town Administrator
William Chenard, Deputy Town Administrator – Operations
Jemma Lambert, Director, Natick Community Services
Paul Carew, Veterans' Services Director

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: August 28, 2017

SUBJECT: CONTRACT AWARD
Prescription Medication Procurement

On August 28, 2017, quotations were received in response to the Town's Request for Quotations (RFQ) for services for prescription medications. The Town solicited three (3) written quotes. (Since the amount of the procurement was anticipated to be between \$10,000 and \$50,000, a quote process was used. Unlike a bid or proposal process, formal newspaper advertisement, Goods and Services advertisement, website posting, and Town Hall posting, are not required or applicable.) The Town received one (1) written quote in response. See attached.

The party submitting the lowest quote was Family Pharmacy, Inc. Family Pharmacy, Inc.'s quote to provide a monthly supply of all medications listed was \$18,500.00/month. With insurances, the estimate of the Town's annual payment will be \$25,000.00.

I have performed due diligence and have concluded that Family Pharmacy, Inc. is a responsible and responsive firm. We recommend that the Town award the contract to Family Pharmacy, Inc. in accordance with its quote.

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

Quotes Received: 08/28/17

MEMORANDUM

To: FILE

From: Bryan R. Le Blanc, Procurement Officer

Re: Quote Process – Prescription Medication Plan

Date: August 28, 2017

In late July, 2017, I received a procurement request in conjunction with the prescription drug assistance program run by the Veterans' Services Department. The cost of these services is approximately \$25,000.00.

The requisite statutory reference governing procurements of non-exempt services estimated to cost between \$10,000 and \$50,000 is found in M.G.L. c. 30B, §4, which provides in relevant part:

(a) Except as permitted pursuant to this section and section 7, for the procurement of a supply or service in the amount of \$10,000 or greater, but not more than \$50,000, a procurement officer shall seek written quotations from no fewer than 3 persons customarily providing the supply or service. The procurement officer shall record: (1) the names and addresses of all person from whom quotations were sought, (2) the purchase description used for the procurement, (3) the names of the persons submitting quotations and (4) the date and amount of each quotation. Such information shall be retained in the file required pursuant to section 3. A governmental body may require that any procurement in an amount of not more than \$50,000 be subject to section 5.

(b) The procurement officer shall award the contract to the responsible person offering the needed quality of supply or service at the lowest quotation.

WRITTEN PURCHASE DESCRIPTION:

"The Town seeks to procure services from a qualified individual/entity to provide prescription medications to individuals receiving monies from the Town of Natick, through its Veterans' Services Department.

The Town of Natick Veterans' Services Department receives various state and local grants each year. Monies are deposited into the Town treasury, whereby the Town pays a portion of the prescriptions of certain individual veteran residents who qualify for assistance.

Because the Town is entering into a contract with a private contractor with public money on behalf of its residents, it is currently seeking quotes under M.G.L. c. 30B, §4.

The Town seeks to procure products based upon a single thirty days supply of the following drugs for the entire calendar year. A list of the drugs used, for comparative purposes, is attached hereto. Historical usage has averaged approximately \$25,000.

However, the Town recognizes that this historical usage is for comparative purposes of quotes and award only. Usage may fluctuate, and any contract awarded will reflect actual usage. Nothing herein shall compel the Town to purchase the quantities or products listed above. The Town is seeking the services of a vendor that will supply prescription needs over the coming year.

The Successful Quoting party shall be within walking distance of the Natick Community Senior Center, 117 East Central Street, Natick, MA 01760 and shall deliver all prescriptions, free of charge to recipients, on at least a Monday through Saturday basis. It shall also accept all major insurances, which shall include, but shall not be limited to, the following:

United Health Care Insurance Part D
MassHealth
AARP Medicare RX
Blue Cross/Blue Shield Medex
Tufts Health Plan Medicare Preferred
Humana RX Plan
Harvard Pilgrim Medicare Enhanced
First Health RX.

Any contract awarded shall be for one (1) year. At the sole discretion of the Town, the term of any contract awarded may be extended for an additional one (1) or two (2) one (1)-year renewals.

The Successful Quoting party shall have a minimum of five (5) years as a registered pharmacy in the Commonwealth of Massachusetts and shall offer a delivery service.

The Successful Quoting party shall enter into a contract in the form of the attached. No exceptions shall be taken."

SOLICITED FIRMS:

On August 23, 2017, I used the Request for Quotes and its purchase description to solicit three (3) firms for written quotes, as required by M.G.L. c. 30B, §4. Firms solicited for written quotes, at the emails shown below were:

1. Natick Family Pharmacy, 67 Union Street, Suite 101, Natick, MA 01760 (508)-720-4971. Email: jamievaldez@familypharmacyrx.com.
2. CVS, 137 West Central Street, Natick, MA 01760 (508)-655-2271. Fax 508-652-9780.
3. Walgreens, 148 W Central St, Natick, MA 01760 (508)-653-3303. Fax (508) 653-3303. Email: matthew.goldstein@walgreens.com.

Quotes were ultimately due no later than 11:00 A.M. local time on August 28, 2017.

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

1. On Wednesday, August 23, 2017, Walgreens, at the above address, emailed to decline to provide the service.
2. On Monday, August 28, 2017, Family Pharmacy, at the above address, emailed a quote of \$18,500 to provide a month supply of the above medications, acknowledging that the actual quantities would vary.
3. CVS did not submit a quote by the deadline date and time.

Award should be made, if at all, to Family Pharmacy, Inc., which is the responsive and responsive firm that submitted the lowest quote to perform all required services.

Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick

This Contract is made this twenty-ninth day of August, 2017, by and between the Town of Natick, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Town Administrator (hereinafter the "Town of Natick," or the "Town"), and Family Pharmacy, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 100 Grove Street, Suite 201, Worcester, MA 01605 (hereinafter the "Contractor").

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

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall furnish prescription medications to the Town of Natick, as set forth in the Request for Quotes for the Provision of Prescription Medications to the Town of Natick ("RFQ") which is incorporated herein by reference.

2. Standard of Care

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

3. Term

The term of this Contract shall commence as of the date in the opening paragraph, above, and shall end one (1) 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.

4. Incorporation of the Request for Quotes/Order of Priority of Contract Documents

The provisions of the RFQ and the Contractor's Quote 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 RFQ (if any)
Fourth Priority:	RFQ
Fifth Priority:	Contractor's Quote.

Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick

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 the Contractor's Quote, 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 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 Request for Quotes, 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.

6. **Warranty**

Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick

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

7. Compliance with Laws

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

8. Insurance

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

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$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,

Town of Natick
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for the Town of Natick

and hired vehicles - Combined single limit of \$1,000,000.

- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- h. The Contractor shall also be required to provide to the Town 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.
- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

Town of Natick
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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 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 RFQ and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

Town of Natick
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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

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, 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

Town of Natick
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to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. *Delays/Force Majeure*

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

19. *Termination*

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition 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.

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- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

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

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

In no event shall either party be liable for consequential, special, indirect, delay or incidental damages, including, but, not limited to any damages resulting from loss of use or profits arising out of or in connection with this Contract, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

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

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Quincy, MA 02169

If to the Contractor: President
Family Pharmacy, Inc.
100 Grove Street
Suite 201
Worcester, MA 01605.

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.

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- 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 Agreement, the Contractor certifies under penalties of perjury that its Quote 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 Agreement, 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 Quote 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,

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sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

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

Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick

The Town of Natick, Massachusetts

Family Pharmacy, Inc.

by:

by:

Martha L. White
Town Administrator

Printed Name

Printed Title

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 Town Administrator 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
Contract for Services Related to Furnishing Prescription Medications
for 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.)



Family Pharmacy Inc.

The Pharmacy That Believes in You

August 25, 2017

Procurement Officer
Natick Department of Public Works Building
Second Floor
75 West Street
Natick, MA 01760

Dear Procurement Officer:

Enclosed please find the request for proposal for procurement of prescriptions medications.

Our proposal for the pharmaceutical services to be provided is for \$18,500 per month on a cash basis. We have taken into consideration the list of drugs that you provided on your request for proposal and compared these to our current cost to come up with our proposal. The amount is based on the cash price of the list of drugs you provided, based on a 30-day fill. However, this amount may be much less dependent on the insurances that the patients have and the copays they charge.

Due to the differences in insurance contracts, and without having the patient list and list of their insurances, we are unable to readily determine what the copay amount will be for these medications. As mentioned above, the price quoted will be the maximum billed to you. Amounts billed may be much lower, dependent on the insurance of the patients. If all patients have insurance, we foresee the annual payment from the Town to be less than \$25,000.

About Family Pharmacy

Founded in 1999, Family Pharmacy is one of the largest independent pharmacy group in Massachusetts, with 5 retail locations in the Commonwealth. We are proud to offer an independent alternative to our patients.

The mission of Family Pharmacy is to provide outstanding service to our patients; showing them that they come first. Our pharmacists will take the time to answer customer questions and concerns. The pharmacist will help you understand the medications you are taking, and how to take them properly. Family Pharmacy is locally-owned and operated, which means that you can talk to the owner at any time, if you have a serious concern or issue. We care about the community we serve!

Corporate Office:

100 Grove Street, Suite 201, Worcester, MA 01605
P: (508) 755-4173 F: (508) 755-4524
www.familypharmacyrx.com

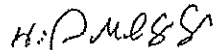
Our location in Natick began operations in March 2016 at the Leonard Morse Hospital, located at 67 Union Street. Family Pharmacy provides the following services to all of our patients:

- Free delivery to our patients, within a 10-mile radius.
- Medication Synchronization
- Immunizations
- Full line of diabetic supplies
- Durable medical equipment and supplies
- We accept most insurance plans with the same copays as chain stores.

I recognize how saturated the pharmacy industry is and know you have a choice when it comes to your pharmacy provider. I am confident that the care and service provided by my incredible team surpasses any of our competition and it would be an honor to have the opportunity to prove that.

We are very excited about this opportunity to serve the patients of Natick. The attention and commitment your patients will receive from our team will make for a smooth and pleasant experience.

Cordially,

A handwritten signature in dark ink, appearing to read "H. Mohaghegh".

Hamid Mohaghegh, RPh, MS, MHA
President and CEO

**Town of Natick
Natick, Massachusetts**

Request for Quotes

for

the Procurement of Prescription Medications

**QUOTES DUE:
August 28, 2017, 11:00 A.M. LOCAL TIME**
Late Quotes Will Be Rejected

DELIVER COMPLETED QUOTES TO:

Procurement Officer
Natick Department of Public Works Building
Second Floor
75 West Street
Natick, MA 01760.

I. INTRODUCTION

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), solicits quotes for the procurement of prescription medications. For a full description of the medications, please refer to Section II (A) of the Request for Quotes ("RFQ").

Each Quoting party's quote marked, marked "Quote for Prescription Medications," will be received until 11:00 A.M. local time, August 28, 2017, will be received at this address:

Procurement Office
Natick Department of Public Works Building
Second Floor
75 West Street
Natick, MA 01760.

Each Quoting Party's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in Procurement Office shall be considered official. No Quotes received after the date and time specified in the previous paragraph shall be accepted. No faxed Quotes shall be accepted. Conditional Quotes will not be accepted. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Quotes shall be extended until 11:00 A.M. local time on the next business day that the Procurement Office is open.

Quotes may also be received by email at bleblanc@natickma.org.

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

The Town will not reimburse Quoting parties for any costs incurred in preparing Quotes in response to this RFQ. Submission of a Quote shall be conclusive evidence that the Quoting party has examined this RFQ and is familiar with terms of this RFQ and all provisions of the contract included with this RFQ. Upon finding any omissions or discrepancy in this RFQ, each Quoting party shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Quoting party to investigate completely the RFQ and/or to be thoroughly familiar with this RFQ shall in no way relieve any such Quoting party from any obligation with respect to the Quote. By submission of a Quote, the Quoting party agrees that if its Quote is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFQ and which is the form attached hereto at Attachment H. By submission of a Quote, the Quoting party further indicates acceptance of all terms and conditions of this RFQ.

II. BACKGROUND

The Town solicits Quotes from qualified firms or individuals for the procurement of prescription medications (the "Project").

A. Scope of Services

The Town seeks to procure services from a qualified individual/entity to provide prescription medications to individuals receiving monies from the Town of Natick, through its Veterans' Services Department.

The Town of Natick Veterans' Services Department receives M.G.L. c. 115 monies each month. Monies are deposited into the Town treasury, whereby the Town pays a portion of the prescriptions of certain individual veteran residents who qualify for assistance.

Because the Town is entering into a contract with a private contractor with public money on behalf of its residents, it is currently seeking quotes under M.G.L. c. 30B, §4.

The Town seeks to procure products based upon a single thirty days supply of the following drugs for the entire calendar year. A list of the drugs used, for comparative purposes, is attached hereto. Historical usage has averaged approximately \$25,000.

However, the Town recognizes that this historical usage is for comparative purposes of quotes and award only. Usage may fluctuate, and any contract awarded will reflect actual usage. Nothing herein shall compel the Town to purchase the quantities or products listed above. The Town is seeking the services of a vendor that will supply prescription needs over the coming year.

The Successful Quoting party shall be within walking distance of the Natick Community Senior Center, 117 East Central Street, Natick, MA 01760 and shall deliver all prescriptions, free of charge to recipients, on at least a Monday through Saturday basis. It shall also accept all major insurances, which shall include, but shall not be limited to, the following:

United Health Care Insurance Part D
MassHealth
AARP Medicare RX
Blue Cross/Blue Shield Medex
Tufts Health Plan Medicare Preferred
Humana RX Plan
Harvard Pilgrim Medicare Enhanced
First Health RX.

Any contract awarded shall be for one (1) year. At the sole discretion of the Town, the term of any contract awarded may be extended for an additional one (1) or two (2) one (1)-year renewals.

The Successful Quoting party shall have a minimum of five (5) years as a registered pharmacy in the Commonwealth of Massachusetts and shall offer a delivery service.

The Successful Quoting party shall enter into a contract in the form of the attached. No exceptions shall be taken.

B. Successful Quoting Party's Personnel

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

The Successful Quoting party 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 Quoting party will update this list whenever there is a change in personnel.

III: COMPLIANCE WITH LAWS

The Successful Quoting party 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 Quoting party 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.

IV. INSURANCE

The Successful Quoting party shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this RFQ and is incorporated herein by reference. Without limitation of other requirements of this RFQ, no Contract shall be entered into by the parties unless the successful Quoting party 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.

V. INDEMNIFICATION

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

VI. INDEPENDENT CONTRACTOR STATUS

The Successful Quoting party shall provide services as an independent contractor with the Town, and not as an employee of the Town, and the Successful Quoting party 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.

VII. CRIMINAL BACKGROUND SCREENING

For each employee of the Successful Quoting party who is performing services under any Contract awarded by the Town of Natick, the Successful Quoting party 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 Quoting party's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Quoting party to provide such information to the Town, the Successful Quoting party 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.

VIII. 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 Quoting party is prohibited on Town of Natick property which is the subject matter of this RFQ and during all hours of work under any contract with the Town. If any officer, employee, agent, or representative of the Successful Quoting party violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Quoting party shall not be permitted to return to work under any contract with the Town. Under such circumstances, the Successful Quoting party 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.

IX. NO SMOKING/USE OF TOBACCO PRODUCTS

Pursuant to M.G.L. c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Quoting party, 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.

**TOWN OF NATICK
QUOTE FORM**

The undersigned Quoting party hereby submits a quote for the procurement of prescription medications.

Printed Name of Quoting party:

Natick Family Pharmacy

Address: 67 Union Street

Natick, MA 01760

Total Price eighteen thousand five hundred dollars and 0 cents (\$ 18,500) per month

* Amounts are based on the cash pricing per month on the prescriptions.
Amount will be less than \$25,000 per year if all prescriptions are
Write out in words and numbers, please. through insurance. See enclosed letter.

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

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

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

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

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

H. Maheshgh

Authorized Signature

Harish Maheshgh

Printed Name

President and CEO

Printed Title

8/25/17

Date

Full Legal Name Natick Family Pharmacy Inc

Officers of Corporation and Addresses

Harish Maheshgh - President

100 Grove Street Suite 201

Worcester, MA 01605

State of Incorporation MA

Principal Place of Business Natick, MA

67 Union Street

Natick, MA 01760

Tel. 508-720-4971

Qualified in Massachusetts Yes ☒ No ☐

Principal Place of Business in MA 67 Union Street

Natick, MA 01760

**ATTACHMENT
FORM OF CONTRACT**

(SEE ATTACHED DOCUMENT.)

**ATTACHMENT
LIST OF PRESCRIPTIONS**

(SEE ATTACHED DOCUMENTS.)

Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick

This Contract is made this _____ day of _____, 2017, by and between the Town of Natick, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Town Administrator (hereinafter the "Town of Natick," or the "Town"), and _____, a _____ organized under the laws of the Commonwealth of Massachusetts, with a principal office located at _____ (hereinafter the "Contractor").

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

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall furnish prescription medications to the Town of Natick, as set forth in the Request for Quotes for the Provision of Prescription Medications to the Town of Natick ("RFQ") which is incorporated herein by reference.

2. Standard of Care

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

3. Term

The term of this Contract shall commence as of the date in the opening paragraph, above, and shall end one (1) 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.

4. Incorporation of the Request for Quotes/Order of Priority of Contract Documents

The provisions of the RFQ and the Contractor's Quote 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 RFQ (if any)
Fourth Priority:	RFQ

**Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick**

Fifth Priority: Contractor's Quote.

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 the Contractor's Quote, 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 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 Request for Quotes, 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
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick**

6. Warranty

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

7. Compliance with Laws

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

8. Insurance

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

- ☒ a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- ☒ b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$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.

**Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick**

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

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place."
- ☒ g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- ☒ h. The Contractor shall also be required to provide to the Town 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.
- ☒ i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- ☒ j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an

Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick

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 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 RFQ and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick

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

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, provide a written confirmation to the Town that such employee passed the Contractor's pre-

**Town of Natick
Contract for Services Related to Furnishing Prescription Medications
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employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

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

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition 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.

**Town of Natick
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- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

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

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

In no event shall either party be liable for consequential, special, indirect, delay or incidental damages, including, but, not limited to any damages resulting from loss of use or profits arising out of or in connection with this Contract, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

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

Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick

300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Contractor:

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- 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.

Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick

- 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 Agreement, the Contractor certifies under penalties of perjury that its Quote 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 Agreement, 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 Quote 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

**Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick**

whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

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

**Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick**

The Town of Natick, Massachusetts

Printed Name of Contractor

by:

by:

Martha L. White
Town Administrator

Printed Name

Printed Title

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 Town Administrator 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
Contract for Services Related to Furnishing Prescription Medications
for 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.)

Town Of Natick List Of Medications

DORZOLTIMOL SOL 2-0.5%OP
CIALIS 20MG TAB
VIAGRA 50MG TAB
ALLOPURINOL TAB 100MG
POLY-IRON CAP 150MG
PRAVASTATIN TAB 10MG
CARAFATE 1GM/10ML SUS
CHANTIX PAK 0.5& 1MG
SYMBICORT 80-4,5 AER
NEXIUM 40MG CAP
ZOLPIDEM 10MG TAB
TOPIRAMATE TAB 100MG
OXYCODONE TABLET 5MG
METOPROLOL ER SUCCINATE TAB 50MG
PANTOPRAZOLE TAB 40MG
AMLODIPINE TAB 5MG
SOTALOL HCL TAB 120MG
ISOSORB MONO TAB 60MG ER
LISINAPRIL TAB 10MG
BUTRANS 20MG/HR DIS
LORAZEPAM TAB 0.5MG
TAMSULOSIN CAP 0.4MG
SODIUM BICAR TAB 650MG
ELIQUIS TAB 2.5MG
HYDROCHLOROT 25MG TAB
LOTEMAX GEL 0.5%
COMBIGAN 0.2/0.5% SOL
ATORVASTATIN 20MG TAB
VENTOLIN HFA AER
SPIRIVA HANDIHLR CAP
VITAMIN D TAB 2000UNIT
ATENOLOL 25MG TAB
IPRATROPIUM/ SOL ALBUTER
NICOTINE DIS 21MG/24H
ATORVASTATIN TAB 40MG
NITROGLYCERIN SPR 0.4MG
ASPIRIN LOW TAB 81MG EC
ISOSORB DIN TAB 10MG
CLONAZEPAM TAB 0.5MG

LATANOPROST SOL 0.005%
DOXAZOSIN TAB 1MG
CARB/LEVO TAB 25-100MG
VENLAFAXINE TAB 75MG
LEVOTHYROXIN TAB 175MCG
VITAMIN D CAP 50,000 UNT
CYANOCOBALAM INJ 1000MCG
CHANTIX PAK 1MG
WARFARIN TAB 5MG
CLONAZEPAM TAB 2MG
TIZANIDINE CAP 4MG
OXYCODONE TAB 15MG
SIMVASTATIN 20MG TAB
BUPROPION HCL 150MG XL TAB
ONETOUCH ULTRA BL TEST STRIPS
CARVEDILOL 6.25MG TAB
RANEXA TAB 1000MG
ATORVASTATIN 80MG TAB
NOVOLIN R U-100 INJ
ATORVASTATIN 10MG TAB
OMEPRAZOLE CAP 20MG
SERTRALINE TAB 50MG
POTASSIUM CL ER 20 MEQ TABLET
SYMBICORT 160-4,5 AER
METOPROLOL TAR TAB 50MG
POTASSIUM CHL PWD 20MEQ PACKET
ATROVENT HFA 17MCG AER
NYSTATIN SUS 100000
PREDNISOLONE 1% OP SUS
PROAIR HFA AER
VESICARE 5MG TAB
MIRTAZAPINE TAB 15MG
LOVASTATIN 40MG TAB
FUROSEMIDE 20MG TAB
NAPROXEN TAB 375MG
METOPROLOL SUCC ER 25 MG TAB
VITAMIN D3 TABLET 1000UNIT
FERROUS SULF TAB 324MG EC
ALENDRONATE TAB 35MG

Town Of Natick List Of Medications

GABAPENTIN CAP 400MG
PEN NEEDLE MIS 31GX3/16
SIMVASTATIN TAB 10MG
TAB
LEVOTHYROXIN 100MCG TAB
NOVOLOG 100 UNITS/ML FLEXPEN
NOVOLOG 100/ML INJ vial
LANTUS SOLOSTAR 100 UNITS/ML flexpen
ASPIRIN CHW 81MG
CYCLOBENZAPR TAB 5MG
LISINAPRIL TAB 20MG
KETOROLAC SOL 0.4%
LANTUS 100/ML INJ vial
GLIPIZIDE ER TAB 2.5MG
STRIP
VALSARTAN TAB 180MG
ATENOLOL TAB 50MG
NORTRIPTYLINE CAP 10MG
NYSTAT/TRIAM CRE
WARFARIN TAB 1MG
SPIRONOLACT TAB 25MG
MAG OXIDE TAB 400MG
WARFARIN 2MG TAB
FLOVENT HFA 220MCG AER
GABAPENTIN TAB 600MG
NEXIUM 40MG CAP
GABAPENTIN CAP 300MG
HYDROXYUREA CAP 500MG
AMLODIPINE TAB 10MG
METFORMIN TAB 500MG
FOLIC ACID 1MG TAB
FERROUS SULF TAB 325MG
CLOPIDOGREL 75MG TAB
ROSUVASTATIN TAB 5MG
GLIMEPIRIDE TAB 4MG
HYDROCO/APAP TAB 5-300MG
IRBESARTAN TAB 150MG
HYDROCO/APAP TAB 5-325MG
PROAIR HFA AER
SPIRIVA HANDIHLR CAP
LANSOPRAZOLE CAP 30MG DR

CALCIUM/D TAB 600-400
CALCITRIOL CAP 0.25MCG
METOPROL TARTRATE 25MG

TAMOXIFEN TAB 20MG
FERROUS GLUC TAB 324MG
HUMALOG 100/ML INJ vial
SENNALAX TAB 8.6MG
TRAMADOL HCL TAB 50MG
HYDROCHLOROT 12.5MG CAP
DUREZOL 0.05% EYE DROPS
OFLOXACIN DRO 0.3% OP
PRAVASTATIN TAB 40MG
ONETOUCH VERIO TEST

DIABETIC SHOES & INSERTS
SIMVASTATIN 40MG TAB
FUROSEMIDE 40MG TAB
OMEPRazole 40MG CAP
LEVOTHYROXIN 150MCG TAB
POT CHLORIDE TAB 10MEQ CR
GLIPIZIDE TAB 10MG
WARFARIN 3MG TAB
LEVOTHYROXIN TAB 50MCG
LEVOTHYROXIN TAB 112MCG
LOSARTAN POT TAB 25MG
VENLAFAXINE CAP 75MG ER
ATORVASTATIN 40MG TAB
ESOMEPR MAG CAP 40MG DR
LISINAPRIL TAB 20MG
ALLOPURINOL TAB 300MG
ZOLPIDEM TAB 5MG
MECLIZINE TAB 12.5MG
TRAZODONE 50MG TAB
CHLORTHALIDONE 25MG TAB
MECLIZINE TAB 12.5MG
ATENOLOL TAB 50MG
ONDANSETRON TAB 4MG ODT
PILOCARPINE SOL 2% OP
PANTOPRAZOLE TAB 20MG
LEVEMIR 100 UNITS/ML VIAL

LISINAPRIL 40MG TAB
GABAPENTIN CAP 400MG
CLINDAMYCIN SOL 1%
BRIMONIDINE SOL 0.2% OP
DULOXETINE CAP 20MG
OXYCOD/APAP 5-325MG TAB
REFRESH LIQU DRO 1% OP
ADVAIR DISKUS 500/50 AER
SPIRIVA RESPIMAT 2.5 MCG INH
THEOPHYLLINE TAB 300MG ER
CIMETIDINE TAB 300MG
FUROSEMIDE 40MG TAB
CHERATUSSIN AC SYP
FERROUS SULF TAB 324MG EC
LEVOTHYROXIN TAB 25MCG
METFORMIN 500MG ER TAB
TOLTERODINE CAP 4MG.ER

FINASTERIDE TAB 5MG
METFORMIN 1000MG TAB
MOMETASONE SOL 0.1%
ROPINIROLE TAB 0.25MG
MIDODRINE TAB 5MG
3ML LL SYRNG MIS 25GX1
CALCIUM+D3 TAB 315-250
FLUTICASON 50MCG SPR
MONTELUKAST TAB 10MG
DIAZEPAM 5MG TAB
APAP/CODEINE TAB 300-30MG
GENTAMICIN SOL 0.3% OP
ATENOLOL TAB 100MG
LOSARTAN POT TAB 50MG
CEPHALEXIN CAP 500MG
SPIRONOLACT TAB 50MG

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

June 26, 2018

Mr. Hamid Mohaghegh
President
Family Pharmacy, Inc.
100 Grove Street
Suite 201
Worcester, MA 01605

*RE: PRESCRIPTION MEDICATION CONTRACT
 NOTICE OF EXERCISE OF FIRST RENEWAL TERM*

Dear Mr. Mohaghegh:

As you are aware, the Town of Natick, Massachusetts and Family Pharmacy, Inc., are parties to a contract for prescription medications in the Town of Natick ("Contract.") The Contract was dated August 29, 2017.

Article 3 of the Contract, entitled "Term," provides as follows: "The term of this Contract shall commence as of the date in the opening paragraph, above, and shall end one (1) 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."

On June 25, 2018, the Town of Natick, by vote of the Natick Board of Selectmen, exercised its option to extend the Contract for one (1) additional one (1)-year renewal term. This option year shall expire on August 28, 2019. This letter shall serve as notice of the Town's exercise of its first option. The Town reserves its right to exercise its second option at a later time; however, nothing shall compel it to do so.

All provisions of the Contract shall remain in full force and effect during these option periods.

Thank you for your consideration.

Very truly yours,

The Natick Board of Selectmen

Amy K. Mistrot, Chair

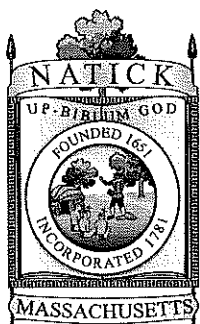
Susan G. Salamoff, Vice Chair

Michael J. Hickey, Jr, Clerk

Jonathan H. Freedman

Richard P. Jennett, Jr.

cc. Melissa A. Malone, Town Administrator
 William D. Chenard, Deputy Town Administrator - Operations
 Jemma Lambert, Director, Natick Community Services
 Paul Carew, Veterans' Services Director
 Arti P. Mehta, Comptroller
 John P. Flynn, Esq.



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa Malone, Town Administrator
William Chenard, Deputy Town Administrator – Operations
Jeremy Marsette, P.E., Director, Natick Public Works
Tom Hladick, Assistant Director, Natick Public Works

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: June 19, 2018

SUBJECT: CONTRACT AWARD
Guardrail/Natick Public Works

On May 14, 2018, the Metropolitan Area Planning Council (MAPC), a consortium in which Natick participates, opened bids pursuant to M.G.L. c. 30, §39M, for guardrail installation services. The Town participates in a cooperative bid through the MAPC each time it is bid.

Bid results were as follows:

1. LOW – Premier Fence, Unit Price \$25.05/Linear Foot
2. Steelco Fence, Unit Price \$30.71/Linear Foot

For Natick, Premier Fence's bid translated to \$25.05/Linear Foot. Natick spends approximately \$10,000.00 annually, according to the Public Works Director. This translates into approximately 399.2 linear feet.

Premier Fence is the lowest responsible and eligible bidder. We recommend that the Natick Board of Selectmen award a contract to Premier Fence for the complete main bid work for the current calendar year (through 12/31/18), and exercise its present options to renew for the years 1/1/19-12/31/19, and 1/1/20-12/31/20. This will allow the Town to lock-in presently beneficial prices in construction materials, where market indicators show ever-present price increases. The Town is protected through a termination for convenience provision in Article 7.2 of the Contract; it may terminate for convenience upon ten (10) days' prior written notice to the Contractor.

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

Bids Received: 4/13/17

Newspaper Advertisement

Boston Herald :	4/25/18
Website & Consortium Posting:	4/25/18
COMMBUYS Posting:	4/25/18
Central Register Publication:	4/25/18.

Funding: Natick Public Works Operating Budget (\$10,000.00) annually.



MetroWest Regional Services Consortium

IFB # MW 2018 PW2
 Bid Opening: May 14, 2018
 Bid Results

ITEM	DESCRIPTION	BIDDER NAME	Form A	Form B	Form C	Form D	Form E	Form F	Form G	Form H	Form I	Bid Bond	References & Municipal work	Subs	Bid Price Form	PRIMARY UNIT PRICE / UNITS	OVERALL BOXED BID PRICE
7	Guardrail	Premier Fence	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	\$ 25.05 /LF	\$ 132,782.50 Low
		[B Steel Beam [New Corten Rail/Posts/Hardware] Item 1 Straight (single-faced															
7	Guardrail	Steelco Fence															\$ 153,518.40 2nd Low
		[B Steel Beam [New Corten Rail/Posts/Hardware] Item 1 Straight (single-faced	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	\$ 30.71 /LF	

MW 2018 PW2 - Bid Tabulation

Bid Item	Estimated Quantity	x	Bid Price	/ Unit	=	Total	x	Bid Price	/ Unit	=	Total	
7. Guardrail												
						Low Bid: Premier Fence	2nd Low: Steelco Fence					
Guardrail						Bid Total (Subtotal A + B + C + D) =	\$	132,782.50	Total (Subtotal A + B + C + D) =			\$ 159,518.40
A. Steel Beam (New Type SS Galvanized Rail/Hardware/Posts)												
						Subtotal =	\$	27,015.00	Subtotal =			\$ 22,538.00
1)	Straight (single-faced)	200	x	35.10	/LF	= \$	7,020.00	x	29.27	/LF	= \$	5,854.00
2)	Curved (single-faced)	100	x	35.10	/LF	= \$	3,510.00	x	32.88	/LF	= \$	3,288.00
3)	Straight (double-faced)	200	x	43.65	/LF	= \$	8,730.00	x	45.78	/LF	= \$	9,156.00
4)	Terminal Section (single-faced)	8	x	129.50	/EA	= \$	1,036.00	x	73.20	/EA	= \$	585.60
5)	Terminal Section (double-faced)	8	x	50.00	/EA	= \$	400.00	x	86.40	/EA	= \$	691.20
6)	Green/Red Terminal End Delineator	20	x	46.00	/EA	= \$	920.00	x	35.84	/EA	= \$	716.80
7)	White Mountable Delineator	20	x	10.00	/EA	= \$	200.00	x	6.32	/EA	= \$	126.40
8)	Highway Guard Buried Ends (single-faced)	As Needed	x	1,725.00	/EA	=		x	1,081.82	/EA	=	
9)	Remove & Dispose of Existing	200	x	1.00	/LF	= \$	200.00	x	2.70	/LF	= \$	540.00
10)	Class B Rock Excavation	100	y	50.00	/CY	= \$	5,000.00	x	15.82	/CY	= \$	1,582.00
B. Steel Beam (Corban Rail/Corban Hardware/Corban Posts)												
						Subtotal =	\$	35,709.00	Subtotal =			\$ 44,073.40
1)	Straight (single-faced)	1,100	x	25.05	/LF	= \$	27,555.00	x	30.71	/LF	= \$	33,781.00
2)	Curved (single-faced)	180	x	30.00	/LF	= \$	5,400.00	x	34.30	/LF	= \$	6,174.00
3)	Straight (double-faced)	As Needed	x	75.00	/LF	=		x	47.22	/LF	=	
4)	Terminal Section (single-faced)	12	x	129.50	/EA	= \$	1,554.00	x	73.20	/EA	= \$	878.40
5)	Terminal Section (double-faced)	As Needed	x	200.00	/EA	=		x	86.40	/EA	=	
6)	Green/Red Terminal End Delineator	As Needed	x	46.00	/EA	=		x	35.84	/EA	=	
7)	White Mountable Delineator	As Needed	x	10.00	/EA	=		x	6.32	/EA	=	
8)	Highway Guard Buried Ends (single-faced)	As Needed	x	2,000.00	/EA	=		x	1,153.82	/EA	=	
9)	Remove & Dispose of Existing	1,200	x	1.00	/LF	= \$	1,200.00	x	2.70	/LF	= \$	3,240.00
10)	Class B Rock Excavation	As Needed	x	50.00	/CY	=		x	15.82	/CY	=	
C. Steel Beam (Corban Rail/Corban Hardware/Wood Posts)												
						Subtotal =	\$	33,607.50	Subtotal =			\$ 41,607.00
1)	Straight (single-faced)	1,250	x	25.05	/LF	= \$	31,312.50	x	30.54	/LF	= \$	38,175.00
2)	Curved (single-faced)	As Needed	x	30.00	/LF	=		x	33.70	/LF	=	
3)	Straight (double-faced)	As Needed	x	75.00	/LF	=		x	46.89	/LF	=	
4)	Terminal Section (single-faced)	10	x	129.50	/EA	= \$	1,295.00	x	73.20	/EA	= \$	732.00
5)	Terminal Section (double-faced)	As Needed	x	200.00	/EA	=		x	86.40	/EA	=	
6)	Green/Red Terminal End Delineator	As Needed	x	46.00	/EA	=		x	35.84	/EA	=	
7)	White Mountable Delineator	As Needed	x	10.00	/EA	=		x	6.32	/EA	=	
8)	Highway Guard Buried Ends (single-faced)	As Needed	x	2,000.00	/EA	=		x	1,153.82	/EA	=	
9)	Remove & Dispose of Existing	1,000	x	1.00	/LF	= \$	1,000.00	x	2.70	/LF	= \$	2,700.00
10)	Class B Rock Excavation	As Needed	x	50.00	/CY	=		x	15.82	/CY	=	
11)	Concrete Posts Remove & Dispose	30	x	12.00	/EA	= \$	360.00	x	60.58	/EA	= \$	1,817.40
D. New Wood												
						Subtotal =	\$	30,450.00	Subtotal =			\$ 45,300.00
1)	Type 1 (including posts 8' o.c.)	600	x	24.00	/LF	= \$	14,400.00	x	32.05	/LF	= \$	19,230.00
2)	Remove & Dispose of Existing Type 1	600	x	2.25	/LF	= \$	1,350.00	x	2.70	/LF	= \$	1,620.00
3)	Type 2 (including posts 8' o.c.)	600	x	32.00	/LF	= \$	19,200.00	x	38.05	/LF	= \$	22,830.00
4)	Remove & Dispose of Existing Type 2	600	x	2.50	/LF	= \$	1,500.00	x	2.70	/LF	= \$	1,620.00

Legal Notice of Invitation for Bids for Public Works Services

The Metropolitan Area Planning Council (MAPC) on behalf of the MetroWest Regional Services Consortium (Consortium) representing the following municipalities: Ashland, Millis, Natick, Sherborn, Southborough, and Wellesley invites bids for the following public works services and materials to be provided to the Participating Member Municipalities through December 31, 2018, with the possibility of two 1-year extensions:

Item #	Description	Estimated Contract Value	MassDOT Prequal. Required
Item 7	Guardrail	\$80,807	Y

MAPC is administering this procurement on behalf of the Consortium and the Participating Member Municipalities. MAPC will identify responsible and responsive low bidders and make recommendations of award. Individual contracts will be executed between the Participating Member Municipalities and the low bidders. The Participating Member Municipalities reserve the right to accept or reject such recommendations and to award contracts with the low bidders as deemed in their best interest. MAPC and the Consortium reserve the right to accept or reject any and all bids or portions thereof, to waive any informalities in bidding, and to recommend awards as appear in the best interest of the Consortium and its members.

Bid documents may be obtained by contacting Lorraine See by email at lsee@mapc.org, beginning April 25, 2018 through May 9, 2018. Massachusetts Prevailing Wage Laws apply to all services. Bid Bonds, Performance Bonds, and Labor & Materials Payment Bonds are required. Sealed bids will be accepted until 12:00 PM, May 14, 2018 at 60 Temple Place, Boston, MA 02111 at which time they will be publicly opened.

Please note that bids from Bidders not listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or who are not listed on a waiver contractor bid list as of the day of the bid will be rejected.

Advertisements placed as follows:

Central Register	Published:	April 25, 2018
Boston Herald	Published:	April 25, 2018
COMMBUYS	Published:	April 25, 2018
MassDOT	Notified:	April 25, 2018
MAPC Website	Posted:	April 25, 2018

CONTRACTUAL AGREEMENT FOR PUBLIC WORKS SERVICES

ARTICLE 1

CONTRACTING PARTIES

- 1.1 **THIS AGREEMENT** made effective by dated signature of the Parties hereto, by and between the Municipality named in Article 10.1 and signatory hereto ["Municipality"], a municipal corporation organized under the laws of the Commonwealth of Massachusetts acting by and through its Contracting Authority ["Contracting Authority"], and Premier Fence LLC ["Contractor"] whose principal office address and state of incorporation are set forth in Section 10.4.

ARTICLE 2

SUBJECT

- 2.1 **WHEREAS**, the Municipality desires to retain the Contractor to provide certain services for the Municipality, and the Contractor is willing to accept such engagement, on the terms of the Invitation for Bids [IFB] entitled:

IFB#: MetroWest Regional Services Consortium (IFB) MW 2018 PW2, as it relates to:

Bid Item #: 7

Description: Guardrail

and as hereinafter set forth.

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.

- 2.2 **NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 3

ENGAGEMENT OF THE CONTRACTOR

- 3.1 The Municipality hereby engages the Contractor, and the Contractor hereby accepts the engagement, to perform certain services to the Municipality, as described in Article 2.
- 3.2 In the performance of service under this Agreement, the Contractor acts at all times as an independent contractor and shall not be entitled to receive any benefits of employment with the Municipality, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation. There is no

relationship of employment or agency between the Municipality, on the one hand, and the Contractor on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this Agreement which the parties view as consistent with their independent contractor relationship.

ARTICLE 4

SERVICES OF THE CONTRACTOR

- 4.1** The Contractor will perform the services described in the specifications pertaining to the Service Item identified in Section 2.1 (above) ["Work"].
- 4.2** The Contractor shall report, and be responsible, to the Contracting Authority or his/its designee as set forth on Exhibit A.
- 4.3** There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the Contracting Authority. The Municipality shall be under no obligation to pay for any services performed by the Contractor not explicitly agreed to by the Municipality in advance in writing.
- 4.4** The Contractor represents and warrants to the Municipality as follows:
 - 4.4.1** That it and all its personnel (whether employees, agents or independent contractors) are qualified and duly licensed as required by law and/or local municipal code to perform the services required by this Agreement.
 - 4.4.2** That it further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.
 - 4.4.3** That it will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.
 - 4.4.4** That it is not a party to any agreement, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
 - 4.4.5** That all written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise), which are produced by the Contractor as work pursuant to this agreement, shall be deemed to be "work for hire" and the copyright thereto shall be the property of the Municipality.

ARTICLE 5

PERIOD OF SERVICES

- 5.1** The term of this Agreement shall commence on date of execution, and continue until December 31, 2018 and may be extended at the sole discretion of the Municipality through December 31, 2019, and again through December 31, 2020. In the event new contracts have not been procured and awarded by December 31, 2020, MAPC and the Consortium on behalf of the Participating Municipalities may elect to extend current contracts for an additional period of time until new contracts have been procured and awarded.
- 5.2** The Contractor agrees to proceed with Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. The Contractor acknowledges that time is of the essence as it relates to performance under this Agreement.

ARTICLE 6

PAYMENTS TO THE CONTRACTOR

- 6.1** Compensation to due to the Contractor shall be paid as specified in General Terms & Conditions, Section 22 of the IFB.

ARTICLE 7

TERMINATION

- 7.1** Either the Municipality or the Contractor may terminate this Agreement for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 7.2** The Municipality shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 7.3** Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except that:
- 7.3.1** The Municipality shall remain liable for payments for the services and/or expenses of Contractor accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the Municipality as a result of the Contractor's default, if any), as determined by the Contracting Authority, but for no other amounts including, without limitation, claims for lost profits on work not performed.
- 7.3.2** The Contractor shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

ARTICLE 8

INSURANCE AND INDEMNIFICATION

- 8.1** The Contractor shall compensate the Municipality for all damage to the Municipality's 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 Municipality 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 local 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.

Neither the Municipality, 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 local 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.

8.2 Before commencing Work, the Contractor shall obtain, and shall maintain throughout the term of this Agreement, insurance at limits specified in the IFB and provide written documentation of such in the form specified in the IFB.

8.3 The Contractor shall give the Municipality twenty (20) days written notice and characterization in the event of any change or cancellation of coverage.

ARTICLE 9

GENERAL PROVISIONS

9.1 Upon the expiration or termination of this Agreement for any reason, any data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the Contractor (whether completed or in process) shall become the property of the Municipality. The Contractor shall immediately deliver or otherwise make available all such material to the Municipality.

9.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect. The Contractor shall not assign any money due or to become due to the Contractor unless the Municipality shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.

9.3 Except as otherwise expressly provided in this Agreement, any decision or action by the Municipality relating to this Agreement, its operation, or termination, shall be made by the Contracting Authority or otherwise as delegated or assigned in Exhibit B.

9.4 This Agreement, together with its Exhibits, the IFB referenced above and its Addenda, the required supplemental documents and any additional exhibits, constitute the entire agreement between the Municipality and the Contractor with respect to the matters set forth therein and may not be changed (amended, modified or terms waived) except by a writing signed by the Municipality and the Contractor. Any notices required or allowed shall be sent by receipt-verified mail or courier to the persons designated in Exhibit B.

9.5 In the event any terms and conditions of this Agreement conflict with those contained in the IFB and its Addenda, the IFB and its Addenda shall prevail.

9.6 This Agreement is governed by the laws of Massachusetts and shall be construed in accordance therewith, regardless of choice of law principles.

9.7 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 in the county in which the Municipality lies, and in no other court or jurisdiction.

9.8 The Contractor shall hereby acknowledge 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 Municipal 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 Municipality 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.

- 9.9** No action or failure to act by the Municipality shall constitute a waiver of a right or duty afforded to the Municipality 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 Municipality shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Municipality. No waiver by the Municipality of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- 9.10** 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 Municipality in writing.
- 9.11** 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.
- 9.12** The Contractor shall not represent or purport to represent that it speaks for the Municipality vis-à-vis the media or the public at-large without the Municipality's express, written consent in advance.
- 9.13** Prior to commencing services under this Contract, the Contractor shall furnish the Municipality, 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.
- 9.14** By entering into this Agreement, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- 9.15** By entering into this Agreement, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C § 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.
- 9.16** The Contractor understands that the Massachusetts Conflict of Interest Law, M.G.L. c. 268A, 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.

- 9.17** Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149 §§ 26-27G, if they are applicable.
- 9.18** The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative 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, 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.
- 9.19** 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.
- 9.20** 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.

ARTICLE 10

This Contract is executed in one (1) copy as a sealed instrument.

SIGNATURES

10.1 For the Municipality by, or on behalf of its Contracting Authority:

~~Metropolitan Area Planning Council~~
Municipality

X
Signature

~~John J. [illegible]~~
Printed Name

~~M. [illegible]~~
Printed Title

~~781-593-5933~~
Phone

~~781-593-5933~~
Fax

~~[illegible]~~
e-mail

See side.

508-647-6410

508-647-6400

selectmen@natick.ma.org

THE TOWN OF NATICK, MASSACHUSETTS
BY: THE NATICK BOARD OF SELECTMEN

Amy K. Mistrot, Chair

Susan G. Salamoff, Vice Chair

Michael S. Wickey, Jr., Clerk

Jonathan H. Freedman

Richard P. Jenne H, Jr.

10.2 Approved As To Funds Available:

X
Signature

~~[illegible]~~
Name

~~[illegible]~~
Title

~~[illegible]~~
Date

10.3 Approved as to form only:

X
Signature

Printed Name

Printed Title

Date

Firm

10.4 For the CONTRACTOR:

x
Signature

Member
Printed Title

John J Feerick
Printed Name

May 11, 2018
Date

Premier Fence LLC
Company Name

1010 Turnpike St
Street/P.O. Box

Canton, MA, 02021
City, State, ZIP

781-821-5900
Phone

781-562-1645
Fax

johnf@premier-fence.com
e-mail

Affix Corporate Seal ⇨
(or mark "n/a")

n/a

EXHIBIT A

NOTICE ADDRESSEES

A.1 For the Municipality:

Natick Town Administrator
Printed Title

Melissa Malone
Printed Name

TOWN OF NATICK
Company Name

NATICK TOWN HALL, 13 EAST CENTRAL STREET
Street/P.O. Box

NATICK, MA 01760
City, State, ZIP

(508)-647-6410
Phone

(508)-647-6400
Fax

mmalone@natickma.org
e-mail

A.2 For the Contractor:

Member
Printed Title

John J Feerick
Printed Name

Premier Fence LLC
Company Name

1010 Turnpike St
Street/P.O. Box

Canton, MA, 02021
City, State, ZIP

781-821-5900
Phone

781-562-1645
Fax

johnf@premier-fence.com
e-mail

MW 2018 PW2 - Bid Price Form

Bidder Name: Premier Fence LLC

Bidder Initials: *99F*

Bid Item

Estimated Quantity x Bid Price / Unit = Total

7. Guardrail

Guardrail

Bid Total (Subtotals A + B + C + D) = \$133,142.50

A. Steel Beam (New Type SS Galvanized Rail/Hardware/Posts)

Subtotal = \$ 27,016.00

1)	Straight (single-faced)	200	x	35.10	/LF	=	\$ 7,020.00
2)	Curved (single-faced)	100	x	35.10	/LF	=	\$ 3,510.00
3)	Straight (double-faced)	200	x	43.65	/LF	=	\$ 8,730.00
4)	Terminal Section (single-faced)	8	x	129.50	/EA	=	\$ 1,036.00
5)	Terminal Section (double-faced)	8	x	50.00	/EA	=	\$ 400.00
6)	Green/Red Terminal End Delineator	20	x	46.00	/EA	=	\$ 920.00
7)	White Mountable Delineator	20	x	10.00	/EA	=	\$ 200.00
8)	Highway Guard Buried Ends (single-faced)	As Needed	x	1,725.00	/EA	=	\$ 200.00
9)	Remove & Dispose of Existing	200	x	1.00	/LF	=	\$ 200.00
10)	Class B Rock Excavation	100	x	50.00	/CY	=	\$ 5,000.00

B. Steel Beam (Corten Rail/Corten Hardware/Corten Posts)

Subtotal = \$ 35,709.00

1)	Straight (single-faced)	1,100	x	25.05	/LF	=	\$ 27,555.00
2)	Curved (single-faced)	180	x	30.00	/LF	=	\$ 5,400.00
3)	Straight (double-faced)	As Needed	x	75.00	/LF	=	\$ 1,554.00
4)	Terminal Section (single-faced)	12	x	129.50	/EA	=	\$ 1,554.00
5)	Terminal Section (double-faced)	As Needed	x	200.00	/EA	=	\$ 1,554.00
6)	Green/Red Terminal End Delineator	As Needed	x	46.00	/EA	=	\$ 1,554.00
7)	White Mountable Delineator	As Needed	x	10.00	/EA	=	\$ 1,554.00
8)	Highway Guard Buried Ends (single-faced)	As Needed	x	2000.00	/EA	=	\$ 1,554.00
9)	Remove & Dispose of Existing	1,200	x	1.00	/LF	=	\$ 1,200.00
10)	Class B Rock Excavation	As Needed	x	50.00	/CY	=	\$ 1,200.00

C. Steel Beam (Corten Rail/Corten Hardware/Wood Posts)

Subtotal = \$ 33,967.50

1)	Straight (single-faced)	1,250	x	25.05	/LF	=	\$ 31,312.50
2)	Curved (single-faced)	As Needed	x	30.00	/LF	=	\$ 1,295.00
3)	Straight (double-faced)	As Needed	x	75.00	/LF	=	\$ 1,295.00
4)	Terminal Section (single-faced)	10	x	129.50	/EA	=	\$ 1,295.00
5)	Terminal Section (double-faced)	As Needed	x	200.00	/EA	=	\$ 1,295.00
6)	Green/Red Terminal End Delineator	As Needed	x	46.00	/EA	=	\$ 1,295.00
7)	White Mountable Delineator	As Needed	x	10.00	/EA	=	\$ 1,295.00
8)	Highway Guard Buried Ends (single-faced)	As Needed	x	2000.00	/EA	=	\$ 1,295.00
9)	Remove & Dispose of Existing	1,000	x	1.00	/LF	=	\$ 1,000.00
10)	Class B Rock Excavation	As Needed	x	50.00	/CY	=	\$ 1,000.00

MW 2018 PW2 - Bid Price Form

Bidder Name: Premier Fence LLC
 Bidder Initials: PPF

Bid Item	Estimated Quantity	x	Bid Price	/ Unit	=	Total
11) Concrete Posts Remove & Dispose	30	x	12.00	/EA	=	\$ 360.00
						Subtotal = \$ 36,450.00
D. New Wood						
1) Type 1 (including posts 8' o.c.)	600	x	24.00	/LF	=	\$ 14,400.00
2) Remove & Dispose of Existing Type 1	600	x	2.25	/LF	=	\$ 1,350.00
3) Type 2 (including posts 8' o.c.)	600	x	32.00	/LF	=	\$ 19,200.00
4) Remove & Dispose of Existing Type 2	600	x	2.50	/LF	=	\$ 1,500.00

Form A - General Bid Form

[ATTACH this cover sheet to each Bid Price Form submitted. Note: Company name and agent's initials are required on Each Bid Price Form.]

MetroWest Regional Services Consortium
MW 2018 PW2
Item(s) #: <u>Guard Rail #7</u>
Description: <u>Guardrail installation</u>
Addenda: <u>None</u>

Bidder certifies as follows:

- Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.)

Submits the attached **Bid Price Form** as its bid pertaining to the Invitation for Bids and the specific Item(s) referenced above to the **MetroWest Regional Services Consortium** on the authority of the undersigned and as dated below. The Bidder confirms and pledges to abide by and be held to the requirements of this IFB and its resulting Contract(s), and further, to diligently and promptly perform any tasks and deliver any documents required, and to execute a Contract with any Participating Member Municipality.

Form A - General Bid Form (Page 2)

Authorized agent of the Bidder [If a corporation, attach certificate of vote or apply corporate seal to this page.]

_____ N/A _____

* Affix Corporate Seal ⇨



Name of Bidder

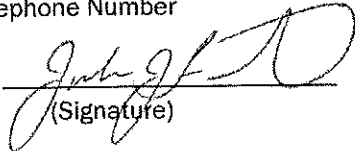
Premier Fence_LLC _____

1010 Turnpike St ,Canton, MA _____
Address of Bidder

781-821-5900 _____

Telephone Number

By: _____


(Signature)

John J Feerick _____
Printed Name

Member _____

Printed Title

May 11, 2018 _____

Date:

John J Feerick _____

Contact for Bidder

781-821-5900 _____

Telephone for Contact

781-562-1645 _____

Fax for Contact

johnf@premier-fence.com _____

E-Mail for Contact

Form B – Certificate of Non-Collusion

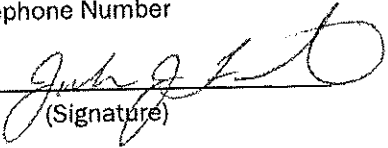
The undersigned certifies, under penalties of perjury, that this Bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club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

Premier Fence LLC _____
Name of Bidder

1010 Turnpike St _____

Canton, MA 02021 _____
Address of Bidder

781-821-5900 _____
Telephone Number

By: 
(Signature)

John J Feerick _____
Printed Name

Member _____
Printed Title

May 11, 2018 _____
Date:

Form C – Certificate of Tax Compliance

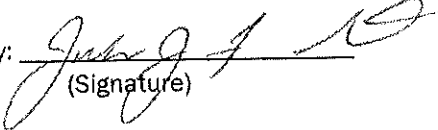
Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Bidder named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding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

Premier Fence LLC _____
Name of Bidder

1010 Turnpike St _____

Canton, Ma 02021 _____
Address of Bidder

781-821-5900 _____
Telephone Number

By:  _____
(Signature)

John J Feerick _____
Printed Name

Member _____
Printed Title

May 11, 2018 _____
Date:

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

Premier Fence LLC _____
Name of Bidder

1010 Turnpike St _____

Canton, MA 02021 _____
Address of Bidder

781-821-5900 _____
Telephone Number

By: _____

(Signature)

John J Feerick _____
Printed Name

Member _____
Printed Title

May 11, 2018 _____
Date:

Form E – Certificate of Corporate Bidder

I, John J Feerick, certify that I am the Member _____ of the Corporation named as Bidder in the attached Bid Form; that John J Feerick _____, who signed said Bid Form on behalf of the Bidder was then member _____ of said Corporation; that I know his/her signature hereto is genuine and that said Bid Form was duly signed, sealed and executed for and on behalf of its governing body. (Corporate Seal)

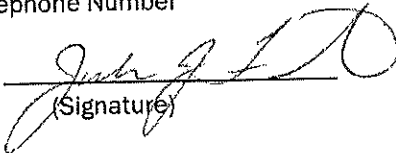
Premier Fence LLC _____
Name of Bidder

1010 Turnpike St _____

Canton, MA 02021 _____
Address of Bidder

781-821-5900 _____
Telephone Number

By: _____


(Signature)

John J Feerick _____
Printed Name

Member _____
Printed Title

May 11, 2018 _____
Date:

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

Form 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.

Premier Fence LLC _____
Name of Bidder

1010 Turnpike St _____

Cnaton, Ma 02021 _____
Address of Bidder

781-821-5900 _____
Telephone Number

By: _____

(Signature)

John J Feerick _____
Printed Name

Member _____
Printed Title

May 11, 2018 _____
Date:

Form G – Certificate of Non-Disbarment

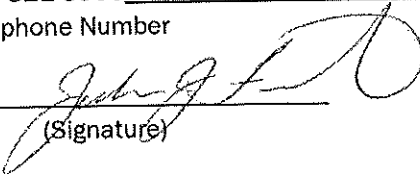
The Bidder hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency,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

Premier Fence LLC _____
Name of Bidder

1010 Turnpike St _____

Canton, MA 02021 _____
Address of Bidder

781-821-5900 _____
Telephone Number

By:  _____
(Signature)

John J Feerick _____
Printed Name

Member _____
Printed Title

May 11, 2018 _____
Date:

Form H – Letter of Availability

To: **MetroWest Regional Services Consortium Member Municipalities**

From: Premier Fence LLC
1010 Turnpike St, Canton, MA 02021

Date: May 11, 2018

IFB#: **MW 2018 PW2 - Letter of Availability**

This document constitutes an agreement between the Contractor and the **MetroWest** Towns executing a contract for the service Item specified below and will become part of the General Contract for the service Item. Your bid in response to the **MetroWest** Invitation for Bids ["IFB"] referenced above was the second lowest bid for:

Item #: 7

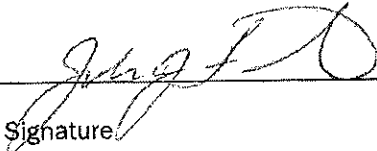
Description: Guardrail

As required by the IFB, you certify that you will:

1. Guarantee your bid prices for the initial contract period from date of contract execution through December 31, 2018 and through any contract extensions.
2. Respond and perform the needed services if called upon.
3. Work cooperatively with a requesting municipality to address its need at hand.
4. Perform the services bid on an agreed schedule consistent with the Towns' needs.
5. Comply with all the requirements of the "Contractual Agreement for Public Works Services" and its accompanying documents.
6. Deliver bonds and certificates prior to performance, provided a requesting municipality may waive the timing requirement of delivery if judged to be in its best interest.

I understand that my commitment is to perform services on a temporary basis, or for the duration of the contract and any extensions, as specified by the requesting municipality. I further understand that a requesting municipality may, but is not obligated to, contract with me to perform the subject services in the event of default or termination of its contract with the low bidder.

Form H – Letter of Availability (Page 2)

x 

* Signature

* Affix Corporate Seal ⇨ NA

John J Feerick

* Name

Member

* Title

May 11, 2018

* Date

Form I – Contract

The following pages contain the general contract. It will be combined with the content of Doc #00 (the IFB Document), relevant specifications and Bid Price Forms, and the required bonds and certificates to be provided by the Contractor.

IMPORTANT !

BIDDERS ARE REQUIRED TO COMPLETE THE CONTRACT, SIGN AND SEAL IT (IF APPLICABLE) AND INCLUDE SEVEN (7) ORIGINALS WITH EACH BID SUBMITTED.

CONTRACTUAL AGREEMENT FOR PUBLIC WORKS SERVICES

ARTICLE 1

CONTRACTING PARTIES

- 1.1** THIS AGREEMENT made effective by dated signature of the Parties hereto, by and between the Municipality named in Article 10.1 and signatory hereto ["Municipality"], a municipal corporation organized under the laws of the Commonwealth of Massachusetts acting by and through its Contracting Authority ["Contracting Authority"], and Premier Fence LLC ["Contractor"] whose principal office address and state of incorporation are set forth in Section 10.4.

ARTICLE 2

SUBJECT

- 2.1** WHEREAS, the Municipality desires to retain the Contractor to provide certain services for the Municipality, and the Contractor is willing to accept such engagement, on the terms of the Invitation for Bids [IFB] entitled:

IFB#: MetroWest Regional Services Consortium (IFB) MW 2018 PW2, as it relates to:

Bid Item #: 7

Description: Guardrail

and as hereinafter set forth.

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.

- 2.2** NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 3

ENGAGEMENT OF THE CONTRACTOR

- 3.1** The Municipality hereby engages the Contractor, and the Contractor hereby accepts the engagement, to perform certain services to the Municipality, as described in Article 2.
- 3.2** In the performance of service under this Agreement, the Contractor acts at all times as an independent contractor and shall not be entitled to receive any benefits of employment with the Municipality, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation. There is no

relationship of employment or agency between the Municipality, on the one hand, and the Contractor on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this Agreement which the parties view as consistent with their independent contractor relationship.

ARTICLE 4

SERVICES OF THE CONTRACTOR

- 4.1** The Contractor will perform the services described in the specifications pertaining to the Service Item identified in Section 2.1 (above) ["Work"].
- 4.2** The Contractor shall report, and be responsible, to the Contracting Authority or his/its designee as set forth on Exhibit A.
- 4.3** There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the Contracting Authority. The Municipality shall be under no obligation to pay for any services performed by the Contractor not explicitly agreed to by the Municipality in advance in writing.
- 4.4** The Contractor represents and warrants to the Municipality as follows:
 - 4.4.1** That it and all its personnel (whether employees, agents or independent contractors) are qualified and duly licensed as required by law and/or local municipal code to perform the services required by this Agreement.
 - 4.4.2** That it further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.
 - 4.4.3** That it will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.
 - 4.4.4** That it is not a party to any agreement, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
 - 4.4.5** That all written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise), which are produced by the Contractor as work pursuant to this agreement, shall be deemed to be "work for hire" and the copyright thereto shall be the property of the Municipality.

ARTICLE 5

PERIOD OF SERVICES

- 5.1** The term of this Agreement shall commence on date of execution, and continue until December 31, 2018 and may be extended at the sole discretion of the Municipality through December 31, 2019, and again through December 31, 2020. In the event new contracts have not been procured and awarded by December 31, 2020, MAPC and the Consortium on behalf of the Participating Municipalities may elect to extend current contracts for an additional period of time until new contracts have been procured and awarded.
- 5.2** The Contractor agrees to proceed with Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. The Contractor acknowledges that time is of the essence as it relates to performance under this Agreement.

ARTICLE 6

PAYMENTS TO THE CONTRACTOR

- 6.1** Compensation to due to the Contractor shall be paid as specified in General Terms & Conditions, Section 22 of the IFB.

ARTICLE 7

TERMINATION

- 7.1** Either the Municipality or the Contractor may terminate this Agreement for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 7.2** The Municipality shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 7.3** Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except that:
- 7.3.1** The Municipality shall remain liable for payments for the services and/or expenses of Contractor accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the Municipality as a result of the Contractor's default, if any), as determined by the Contracting Authority, but for no other amounts including, without limitation, claims for lost profits on work not performed.
- 7.3.2** The Contractor shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

ARTICLE 8

INSURANCE AND INDEMNIFICATION

- 8.1** The Contractor shall compensate the Municipality for all damage to the Municipality's 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 Municipality 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 local 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.

Neither the Municipality, 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 local 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.

- 8.2** Before commencing Work, the Contractor shall obtain, and shall maintain throughout the term of this Agreement, insurance at limits specified in the IFB and provide written documentation of such in the form specified in the IFB.
- 8.3** The Contractor shall give the Municipality twenty (20) days written notice and characterization in the event of any change or cancellation of coverage.

ARTICLE 9

GENERAL PROVISIONS

- 9.1** Upon the expiration or termination of this Agreement for any reason, any data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the Contractor (whether completed or in process) shall become the property of the Municipality. The Contractor shall immediately deliver or otherwise make available all such material to the Municipality.
- 9.2** Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect. The Contractor shall not assign any money due or to become due to the Contractor unless the Municipality shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- 9.3** Except as otherwise expressly provided in this Agreement, any decision or action by the Municipality relating to this Agreement, its operation, or termination, shall be made by the Contracting Authority or otherwise as delegated or assigned in Exhibit B.
- 9.4** This Agreement, together with its Exhibits, the IFB referenced above and its Addenda, the required supplemental documents and any additional exhibits, constitute the entire agreement between the Municipality and the Contractor with respect to the matters set forth therein and may not be changed (amended, modified or terms waived) except by a writing signed by the Municipality and the Contractor. Any notices required or allowed shall be sent by receipt-verified mail or courier to the persons designated in Exhibit B.
- 9.5** In the event any terms and conditions of this Agreement conflict with those contained in the IFB and its Addenda, the IFB and its Addenda shall prevail.
- 9.6** This Agreement is governed by the laws of Massachusetts and shall be construed in accordance therewith, regardless of choice of law principles.
- 9.7** 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 in the county in which the Municipality lies, and in no other court or jurisdiction.
- 9.8** The Contractor shall hereby acknowledge 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 Municipal 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 Municipality 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.

- 9.9** No action or failure to act by the Municipality shall constitute a waiver of a right or duty afforded to the Municipality 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 Municipality shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Municipality. No waiver by the Municipality of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- 9.10** 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 Municipality in writing.
- 9.11** 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.
- 9.12** The Contractor shall not represent or purport to represent that it speaks for the Municipality vis-à-vis the media or the public at-large without the Municipality's express, written consent in advance.
- 9.13** Prior to commencing services under this Contract, the Contractor shall furnish the Municipality, 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.
- 9.14** By entering into this Agreement, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- 9.15** By entering into this Agreement, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C § 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.
- 9.16** The Contractor understands that the Massachusetts Conflict of Interest Law, M.G.L. c. 268A, 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.

-
- 9.17** Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149 §§ 26-27G, if they are applicable.
- 9.18** The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative 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, 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.
- 9.19** 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.
- 9.20** 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.

ARTICLE 10

This Contract is executed in one (1) copy as a sealed instrument.

SIGNATURES

10.1 For the Municipality by, or on behalf of its Contracting Authority:

Metropolitan Area Planning Council
Municipality

x 
Signature

John J. Feerick
Printed Name

Member
Printed Title

781-821-5900
Phone

781-562-1645
Fax

johnf@premier-fence.com
e-mail

10.2 Approved As To Funds Available:

x _____
Signature

Name

Title

Date

10.3 Approved as to form only:

x _____
Signature

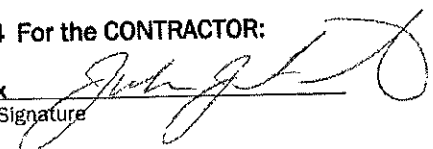
Printed Name

Printed Title

Date

Firm

10.4 For the CONTRACTOR:

x 
Signature

Member
Printed Title

John J Feerick
Printed Name

May 11, 2018
Date

Premier Fence LLC
Company Name

1010 Turnpike St
Street/P.O. Box

Canton, MA, 02021
City, State, ZIP

781-821-5900
Phone

781-562-1645
Fax

johnf@premier-fence.com
e-mail

Affix Corporate Seal ⇒
(or mark "n/a")

n/a

EXHIBIT A

NOTICE ADDRESSEES

A.1 For the Municipality:

Printed Title

Printed Name

Company Name

Street/P.O. Box

City, State, ZIP

Phone

Fax

e-mail

A.2 For the Contractor:

Member _____

Printed Title

John J Feerick _____

Printed Name

Premier Fence LLC _____

Company Name

1010 Turnpike St _____

Street/P.O. Box

Canton, MA, 02021 _____

City, State, ZIP

781-821-5900 _____

Phone

781-562-1645 _____

Fax

johnf@premier-fence.com _____

e-mail

[illegible]



KNOW ALL MEN BY THESE PRESENTS,

That we, **Premier Fence, LLC**, of Canton, MA 02021-2839, as Principal, hereinafter called the Principal, and the **Hartford Accident and Indemnity Company**, a corporation created and existing under the laws of the State of Connecticut, whose principal office is in Hartford, Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto **Metropolitan Area Planning Council**, as Obligee, hereinafter called the Obligee, in the sum of **five percent (5%) of the attached bid** for the payment of which well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Bid #MW 2018 PW2 Guardrail - Metro West, MA**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of May AD 2018.

Premier Fence, LLC (SEAL)

By:

Hartford Accident and Indemnity Company (SEAL)

By:
Carl L. Traina, Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: TONRY INSURANCE GROUP, INC.
Agency Code: 08-080273

<input checked="" type="checkbox"/>	Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
<input checked="" type="checkbox"/>	Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
<input checked="" type="checkbox"/>	Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
<input type="checkbox"/>	Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
<input type="checkbox"/>	Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
<input type="checkbox"/>	Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
<input type="checkbox"/>	Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
<input type="checkbox"/>	Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Kristin G. Erickson, Louis A. Tonry, Jr., Carl L. Traina of QUINCY, Massachusetts

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard
Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of *May 14th 2018*.
Signed and sealed at the City of Hartford.



Kevin Heckman
Kevin Heckman, Assistant Vice President

Invitation for Bids (IFB)
MW 2018 PW2
For
Public Works Services and Materials
Specifications & Bid Price Forms

Metropolitan Area Planning Council (MAPC)

On behalf of the MetroWest Regional Services Consortium

Representing the following municipalities:

Ashland, Millis, Natick, Sherborn, Southborough, and Wellesley

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General Specifications

Unless otherwise noted in these specifications, all materials and work under any resulting contract or contracts shall be in conformance with the latest Editions of:

- MassDOT Standard Specifications for Highways and Bridges, Supplemental Specifications, and Standard Special Provisions
- MassDOT Construction and Traffic Standard Details
- U.S. Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD)
- MassDOT Wheel Chair Ramp Standard
- The American Water Works Association's Standard for the Installation of Ductile-Iron Water Mains and Their Appurtenances
- MassDOT Standard Drawings for Signs and Support

Item 7 Guardrail

General

This work shall consist of the construction of guard rail in accordance with MassDOT Standard Specifications and in close conformity with the lines and grades shown on the plans or established by the Town.

Construction shall include the assembly and erection of all component parts and materials complete at the locations shown on the plans or as directed by the Town.

Materials

Materials shall meet the requirements specified in Subsection of Division III, Materials of the MassDOT Standard Specifications.

Construction Methods

Posts shall be set plumb, in hand or mechanically dug holes, or driven and then backfilled with acceptable material placed in layers and thoroughly compacted.

If driven, the post shall be provided with suitable driving caps and equipment used which will prevent battering or injury of posts. Posts damaged or distorted as a result of driving shall be removed and replaced with approved posts.

Guard posts to be set in areas of proposed bituminous concrete surfacing shall be erected prior to laying the surrounding finished surface unless otherwise permitted by the Town.

Spacing of Posts

Posts shall be spaced as shown on the plans or as directed by the Town.

Steel Beam Rail

The rail shall be erected so as to form a smooth continuous rail conforming to the required line and grade.

The rail element shall be spliced by lapping in the direction of the traffic or by other approved methods.

The holes in the rail element nearer the posts shall be slotted Steel Beam to facilitate erection and to permit expansion. The rail shall make full contact at each splice.

All bolts, except where otherwise required at expansion joints shall be drawn tight. Bolts through expansion joints shall be drawn up as tightly as possible without being too tight to prevent the rail elements from sliding past one another longitudinally.

Method of Measurement

Steel beam highway guard rail will be measured along the top edge of the rail element from center to center of end posts.

The unit of measurement of individual posts will be each post set complete in place.

Single faced steel beam terminal sections and double faced steel beam terminal sections will each be considered as a unit.

Buried ends will be measured as a unit for installation of the highway guard rail as directed.

Leading and trailing ends will be measured as units for the highway guard rail, hardware and necessary work to complete installation as directed.

Basis of Payment

Contract prices shall include all materials, labor and equipment required or incidental to the satisfactory completion of the work.

Highway guard rail will be paid for at the contract unit price per linear foot.

Curved section, if required, shall be paid for under the linear foot cost.

Single faced and double faced steel beam terminal sections will be paid for at the contract unit price each under the items for Steel Beam Terminal Section (Single Faced) and Steel Beam Terminal Section (Double Faced) respectively.

Buried ends will be paid for at the contract unit price each.

Leading and trailing ends will be paid at the contract unit price each.

Where posts occur in waterway aprons the cutting of holes and replacement of aprons shall be done without additional compensation.

Rock excavation, if necessary, will be paid for at the contract unit price cubic yard under the item for Class B Rock Excavation.

Estimated Quantities

The following unnumbered pages contain estimates of the quantities of services and materials Participating Member Municipalities anticipate consuming during the contract period.

IMPORTANT! The absence of estimates for individual Participating Member Municipalities does not indicate non-participation. All Participating Member Municipalities may partake of the Bid Items at their discretion regardless of their having provided quantity estimates or not, provided they award and properly execute the Contractual Agreement.

April 24, 2018

Est. Quant.

Units

Ashland

Mills

Natick

Sherborn

Southborough

Wellesley

ALL

CY2018

CY2018

CY2018

CY2018

CY2018

CY2018

7 Guardrail

7A Steel Beam [New Type SS Galvanized Rail/Posts/Hardware]

1) Straight (single-faced)	200	LF	200						
2) Curved (single-faced)	100	LF	100						
3) Straight (double-faced)	200	LF	200						
4) Terminal Section (single-faced)	8	EA	8						
5) Terminal Section (double-faced)	8	EA	8						
6) Green/Red Terminal End Delineator	20	EA	20						
7) White Mountable Delineator	20	EA	20						
8) Highway Guard Buried Ends (single-faced)		EA							
9) Remove & Dispose of Existing	200	LF	200						
10) Class B Rock Excavation	100	CY	100						

7B Steel Beam [New Corten Rail/Posts/Hardware]

1) Straight (single-faced)	1,100	LF							1,100
2) Curved (single-faced)	180	LF							180
3) Straight (double-faced)		LF							
4) Terminal Section (single-faced)	12	EA							12
5) Terminal Section (double-faced)		EA							
6) Green/Red Terminal End Delineator		EA							
7) White Mountable Delineator		EA							
8) Highway Guard Buried Ends (single-faced)		EA							
9) Remove & Dispose of Existing	1,200	LF							1,200
10) Class B Rock Excavation		CY							

7C Steel Beam [New Corten Rail/Hardware/Wood Posts]

1) Straight (single-faced)	1,250	LF						1,250	
2) Curved (single-faced)		LF							
3) Straight (double-faced)		LF							
4) Terminal Section (single-faced)	10	EA						10	
5) Terminal Section (double-faced)		EA							
6) Green/Red Terminal End Delineator		EA							
7) White Mountable Delineator		EA							
8) Highway Guard Buried Ends (single-faced)		EA							
9) Remove & Dispose of Existing	1,000	LF						1,000	
10) Class B Rock Excavation		CY							
11) Concrete Posts Remove & Dispose	30	EA						30	

April 24, 2018	Est. Quant.	Units	Ashland	Mills	Natick	Sherborn	Southborough	Wellesley
	ALL		CY2018	CY2018	CY2018	CY2018	CY2018	CY2018

7D New Wood

1) Type 1 (including posts 8' o.c.)	600	LF	600					
2) Remove & Dispose of Existing Type 1	600	LF	600					
3) Type 2 (including posts 8' o.c.)	600	LF	600					
4) Remove & Dispose of Existing Type 2	600	LF	600					

Bid Price Forms

(See the following pages for Bid Price Forms that apply to the specified work being bid in this IFB.)

MW 2018 PW2 - Bid Price Form

Bidder Name: _____

Bidder Initials: _____

Bid Item	Estimated Quantity	x	Bid Price	/ Unit	=	Total
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7. Guardrail

Bid Total (Subtotals A + B + C + D) =

\$

Guardrail

A. Steel Beam [New Type SS Galvanized Rail/Hardware/Posts]

					Subtotal =	\$
1)	Straight (single-faced)	200	x	/LF	=	\$
2)	Curved (single-faced)	100	x	/LF	=	\$
3)	Straight (double-faced)	200	x	/LF	=	\$
4)	Terminal Section (single-faced)	8	x	/EA	=	\$
5)	Terminal Section (double-faced)	8	x	/EA	=	\$
6)	Green/Red Terminal End Delineator	20	x	/EA	=	\$
7)	White Mountable Delineator	20	x	/EA	=	\$
8)	Highway Guard Buried Ends (single-faced)	As Needed	x	/EA	=	
9)	Remove & Dispose of Existing	200	x	/LF	=	\$
10)	Class B Rock Excavation	100	x	/CY	=	\$

B. Steel Beam [Corten Rail/Corten Hardware/Corten Posts]

					Subtotal =	\$
1)	Straight (single-faced)	1,100	x	/LF	=	\$
2)	Curved (single-faced)	180	x	/LF	=	\$
3)	Straight (double-faced)	As Needed	x	/LF	=	
4)	Terminal Section (single-faced)	12	x	/EA	=	\$
5)	Terminal Section (double-faced)	As Needed	x	/EA	=	
6)	Green/Red Terminal End Delineator	As Needed	x	/EA	=	
7)	White Mountable Delineator	As Needed	x	/EA	=	
8)	Highway Guard Buried Ends (single-faced)	As Needed	x	/EA	=	
9)	Remove & Dispose of Existing	1,200	x	/LF	=	\$
10)	Class B Rock Excavation	As Needed	x	/CY	=	

C. Steel Beam [Corten Rail/Corten Hardware/Wood Posts]

					Subtotal =	\$
1)	Straight (single-faced)	1,250	x	/LF	=	\$
2)	Curved (single-faced)	As Needed	x	/LF	=	
3)	Straight (double-faced)	As Needed	x	/LF	=	
4)	Terminal Section (single-faced)	10	x	/EA	=	\$
5)	Terminal Section (double-faced)	As Needed	x	/EA	=	
6)	Green/Red Terminal End Delineator	As Needed	x	/EA	=	
7)	White Mountable Delineator	As Needed	x	/EA	=	
8)	Highway Guard Buried Ends (single-faced)	As Needed	x	/EA	=	
9)	Remove & Dispose of Existing	1,000	x	/LF	=	\$
10)	Class B Rock Excavation	As Needed	x	/CY	=	

MW 2018 PW2 - Bid Price Form

Bidder Name: _____

Bidder Initials: _____

Bid Item	Estimated Quantity	x	Bid Price	/ Unit	=	Total
11) Concrete Posts Remove & Dispose	30	x	_____	/EA	=	\$ _____
Subtotal =						\$ _____
D. New Wood						
1) Type 1 (including posts 8' o.c.)	600	x	_____	/LF	=	\$ _____
2) Remove & Dispose of Existing Type 1	600	x	_____	/LF	=	\$ _____
3) Type 2 (including posts 8' o.c.)	600	x	_____	/LF	=	\$ _____
4) Remove & Dispose of Existing Type 2	600	x	_____	/LF	=	\$ _____

Invitation for Bids (IFB)
MW 2018 PW2
For
Public Works Services and Materials

Metropolitan Area Planning Council (MAPC)

On behalf of the Metro West Regional Services Consortium

Representing the following municipalities:

Ashland, Millis, Natick, Sherborn, Southborough, and Wellesley

Legal Notice of Invitation for Bids for Public Works Services

The Metropolitan Area Planning Council (MAPC) on behalf of the MetroWest Regional Services Consortium (Consortium) representing the following municipalities: Ashland, Millis, Natick, Sherborn, Southborough, and Wellesley invites bids for the following public works services and materials to be provided to the Participating Member Municipalities through December 31, 2018, with the possibility of two 1-year extensions:

Item #	Description	Estimated Contract Value	MassDOT Prequal. Required
Item 7	Guardrail	\$80,807	Y

MAPC is administering this procurement on behalf of the Consortium and the Participating Member Municipalities. MAPC will identify responsible and responsive low bidders and make recommendations of award. Individual contracts will be executed between the Participating Member Municipalities and the low bidders. The Participating Member Municipalities reserve the right to accept or reject such recommendations and to award contracts with the low bidders as deemed in their best interest. MAPC and the Consortium reserve the right to accept or reject any and all bids or portions thereof, to waive any informalities in bidding, and to recommend awards as appear in the best interest of the Consortium and its members.

Bid documents may be obtained by contacting Lorraine See by email at lsee@mapc.org, beginning April 25, 2018 through May 9, 2018. Massachusetts Prevailing Wage Laws apply to all services. Bid Bonds, Performance Bonds, and Labor & Materials Payment Bonds are required. Sealed bids will be accepted until 12:00 PM, May 14, 2018 at 60 Temple Place, Boston, MA 02111 at which time they will be publicly opened.

Please note that bids from Bidders not listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or who are not listed on a waiver contractor bid list as of the day of the bid will be rejected.

Advertisements placed as follows:

Central Register	Published:	April 25, 2018
Boston Herald	Published:	April 25, 2018
COMMBUYS	Published:	April 25, 2018
MassDOT	Notified:	April 24, 2018
MAPC Website	Posted:	April 25, 2018

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Section I: Terminology

The following terms, references and conventions have the meaning indicated.

Terms in Use	General Meaning
<ul style="list-style-type: none">• MetroWest -RSC	MetroWest Regional Services Consortium _ an association of municipal governments
<ul style="list-style-type: none">• The Consortium	A collective purchasing association comprised of Member Municipalities
<ul style="list-style-type: none">• Participating Member Municipality(s); Participating Members	RSC members taking part in this IFB
<ul style="list-style-type: none">• City• Town• Municipality	The awarding authority of the Participating Member Municipality or its Authorized Representative
<ul style="list-style-type: none">• Authorized Representative• Designee	The person named as such by the Participating Member Municipality
<ul style="list-style-type: none">• Director• Director of Public Works• Engineer• Superintendent	A Participating Member Municipality's Authorized Representative or his/her designee or The Participating Member Municipality's manager of the work performed under Contract
<ul style="list-style-type: none">• DPW• Department• Agency	The Participating Member Municipality's department responsible for directing the work performed under Contract
<ul style="list-style-type: none">• Low Bidder(s)• Successful Bidder(s)	The Low Bidder with whom a Contract has or may be executed

IFB # MW 2018 PW2
Public Works Services and Materials

Due Date: May 14, 2018 at 12:00 p.m.

• Contractor(s)	
• Bid Sheet(s)/Form(s)	Bid Form(s)
• Proposal Sheet(s)/Form(s)	Bid Price Form(s)
• MAPC	The Metropolitan Area Planning Council, administrator of this IFB process as a service of its Regional Consortium Project.

Section II: General Information

1. Introduction

- a. The MetroWest Regional Services Consortium (Consortium) is an association of municipal governments. The Metropolitan Area Planning Council (MAPC) is administering this bidding process on behalf of the Consortium for the following Participating Member Municipalities:

Ashland, Millis, Natick, Sherborn, Southborough, and Wellesley

- b. MAPC on behalf of the Consortium will identify low bidders and recommend award by Participating Member Municipalities' awarding authorities, which reserve the right to accept or reject such recommendations as deemed in their best interest.

2. About the IFB Documents

- a. All bidders will receive this Invitation for Bids (IFB) which contains all required information for bidders and required forms and the Specifications, Bid Price Forms, and Prevailing Wage information for the item or items for which the Bidder wishes to submit a bid.
- b. See Appendix A, List of Bid Documents for documents that apply to this IFB.
- c. Bidders are required to immediately and thoroughly review the IFB and Specifications and promptly notify MAPC of any ambiguity, inconsistency, or error which they may discover. Direct all inquiries to Lorraine See via e-mail at lsee@mapc.org. **No inquiries will be accepted within three business days prior to the bid opening.** Response to inquiries that affect all bidders will be issued as addenda. MAPC will not provide, authorize or honor any alleged oral interpretations.
- d. Any Addenda issued will be distributed via e-mail to all parties that have obtained IFB Documents. Addenda will also be faxed to bidders without an e-mail address. Alternate arrangements may be made if requested by a bidder.
- e. A bidder may correct, modify, or withdraw a bid by written notice received by MAPC not later than the close of business on the day before the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.____." Each modification must be numbered in sequence, must reference the original IFB and must be signed by the same person who signed the General Bid Form or a surrogate so authorized in writing.
- f. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of MAPC, the Consortium, or fair competition as determined by MAPC.

- g. Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids.
- h. Each Bid shall be accompanied by a Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company. The amount of such Bid Deposit shall be five (5%) percent of the value of the Bid, payable to MAPC.
- i. The Bid Deposits of the three (3) lowest responsible and eligible Bidders will be returned upon the execution and delivery of a Contract or, if no award is made, upon the expiration of the time prescribed herein for making an award; except that, if any Bidder fails to perform his/her/its agreement to execute a Contract and furnish a Performance Bond and a Labor and Materials Payment Bond if required, his/her/its Bid Deposit shall become and be the property of MAPC, as liquidated damages; provided that the amount of the Bid Deposit which becomes the property of MAPC will not, in any event, exceed the difference between his/her/its Bid price and the Bid price of the next lowest responsible and eligible Bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the Bidder, his/her/its Bid deposit will be returned to him/her/it. The Bid Deposits of Bidders other than the three (3) lowest responsible and eligible Bidders will be returned following award of the Contract.
- j. MAPC and the Participating Member Municipalities will not reimburse Bidders for any costs incurred in preparing Bids in response to this IFB.
- k. Submission of a Bid shall be conclusive evidence that the Bidder has examined this IFB and is familiar with all the conditions of the Contract. Upon finding any omissions or discrepancy in this IFB, each Bidder shall notify MAPC 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.
- l. By submitting a Bid, a Bidder indicates acceptance of all terms and conditions of this IFB.
- m. Nothing in this IFB will compel a Participating Member Municipality to award a Contract. MAPC may cancel this IFB, may waive any informalities to the extent allowed by law, , and may reject any and all Bids, if MAPC, in its sole discretion, determines said action to be in the best interest of MAPC or the Participating Member Municipalities. MAPC may reject as non-responsive any Bid that fails to satisfy any of the Bid Submission Requirements.
- n. The Successful Bidder shall, within ten (10) days after presentation thereof by a Participating Member Municipality, execute a Contract in accordance with the terms of this IFB, in the form of the attached Contract.

- o. The Successful Bidder who enters into a Contract with a Participating Member Municipality shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.
- p. A Participating Member Municipality 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.
- q. Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of the M.G.L. c. 149 §§ 26 to 27G, as amended, apply to this work. It is the responsibility of the Bidder, before Bid opening, to request, if necessary, any additional information on Minimum Wage Rates for those trades who may be employed for the proposed work under any such Contract awarded.
- r. M.G.L. c 30 § 39M and M.G.L. c. 30B shall govern all procedures and are incorporated herein by reference.
- s. For further information, please refer to the succeeding sections, with which each Bidder shall comply in submitting a Bid.

3. Estimated Quantities

- a. This IFB recites quantities of services and/or goods that reflect estimates of the work to be engaged in by the Participating Member Municipalities during the initial contract term and each possible extension. Estimated quantities will be used for comparison of bids, determining the Low Bidder and establishing the Bid Bond/Deposit and Performance Bond amounts. The quantities, as estimated, may or may not be purchased during a contract term or extension. Each member municipality reserves the right to exceed or not meet the estimated quantities as its needs dictate. Participating Member Municipalities that have not listed estimated quantities may partake of the goods and services as bid.

4. Pre-Bid Conference

- a. No pre-bid conference will be held for this IFB.

5. Bidder Eligibility

- a. Bidders must comply with all requirements of this IFB in order to be considered eligible for award.
- b. Please note that bids from Bidders not listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or who are not listed on a waiver contractor bid list will be rejected.

6. Award

- a. MAPC and the Consortium do not award contracts. MAPC and the Consortium will identify valid Low Bidders (i.e. the responsive—bidders who comply with all requirements for submittal of bids—and responsible—Bidders who are listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or who are listed on a waiver contractor bid list and whose references are satisfactory to the Participating Member Municipalities—bidders offering the lowest aggregate prices as indicated on the Item-specific Bid Price Forms) and will present the Bidder's executed Contractual Agreement for Public Works Services to Participating Member Municipalities for their action.
- b. Award recommendations will be based on the prices enclosed in bold borders \$ xxx,xxx.xx as indicated on the Bid Price Forms. Bid Price Form arithmetic is apparent.
- c. In the event of mathematical error on extensions of unit prices to total costs, unit prices will prevail.
- d. Low Bidders and Second Low Bidders will be identified for each of the Bid Items shown on the Bid Price Forms as the subject of an award.
- e. In the event of a Tie Bid, the winning bidder will be determined by the following means:
 1. Tied bidders will be required to submit revised bids of equal or lower value. Such bids shall be received, opened, and publicly read at a time, date, and place specified by MAPC no sooner than three (3) business days and no more than five (5) days after notification to the tied bidders.
 2. By submitting a bid, bidders acknowledge and agree to the tie-breaking method selected by MAPC.

7. Contracts

- a. All Low Bidders and all Participating Member Municipalities will be presented with a Contractual Agreement for Public Works Services for execution and inclusion with their bids. One Contract will result for each Bid Item identified for individual award. Each contract will separately and individually bind each Participating Member Municipality and each Low Bidder. The parties to this Agreement shall not construe the use of a single uniform document signed by a Low Bidder and multiple Participating Member Municipalities as a contract with a single entity, the Consortium. Instead, it shall stand as a contract between each Low Bidder and each Municipal signatory. Scheduling, supervision, inspections, financial transactions, disputes and other contractual matters shall remain the affairs of the individual signatories to which they apply, having no direct or indirect bearing on any other party.
- b. The uniform contractual agreement used by all parties shall be the Contractual Agreement for Public Works Services contained in this IFB. (Refer to Form I – Contract). The Contractual

Agreement must be completed, signed, sealed (if applicable), and submitted along with the Bid. (See Section 10, How to Submit a Bid)

- c. Contracts resulting from this IFB will be made by and between Low Bidders and individual Participating Member Municipalities. Participating Member Municipalities make separate local decisions regarding contract execution. Consortium recommendations for award do not constitute a commitment or obligation by its Participating Member Municipalities to enter into such contracts.
 - d. Contracts resulting from this IFB will be non-exclusive. Participating Member Municipalities reserve the right to do work of the type of the type covered by a resulting contract with their own forces or with other contracts.
 - e. In addition, Letters of Availability (See Form H) will be executed between the Next Lowest Bidders and Participating Member Municipalities to ensure that they will guarantee their bid prices for the applicable contract periods in the event a Member Municipality exercises its rights under General Terms and Conditions, Section 3e: Engaging the Next Lowest Bidder. The Letter of Availability (Form H) must be completed, signed, sealed (if applicable), and submitted along with the Bid. (See Section 10, How to Submit a Bid.)
 - f. Contracts will be in effect from their dates of execution through December 31, 2017. Each contract will be eligible for two (2) additional one (1) year extensions, ending December 31, 2018 and December 31, 2019.
- | TERM | FROM | THRU |
|---------------------------|----------------|--------------|
| Initial Term | Execution date | Dec 31, 2018 |
| 1 st Extension | Jan 1, 2019 | Dec 31, 2019 |
| 2 nd Extension | Jan 1, 2020 | Dec 31, 2020 |
- g. MAPC and the Consortium on behalf of the Participating Municipalities reserve sole discretion to extend contracts.
 - h. In the event new contracts have not been procured and awarded by December 31, 2020, MAPC and the Consortium on behalf of the Participating Municipalities may elect to extend current contracts for an additional period of time until new contracts have been procured and awarded.
 - i. In no instance shall any contract term, including extensions, exceed three (3) years in total.
 - j. Except as provided elsewhere in this IFB, there will be no change in the terms and conditions, proposal prices, or products offered during the contract periods.

- k. All general requirements and terms and conditions contained in the "GENERAL INFORMATION" section of this IFB shall become part of and contained in any resulting Contract, except that terms, conditions and requirements peculiar to specifications for named types of work shall supersede.
- l. Bidders are required to certify at the time of contract execution, using the form contained in this document entitled Certification of Tax Compliance (Form C) that they have met all Massachusetts tax obligations as a condition of eligibility to contract with Participating Member Municipalities. Participating Member Municipalities are prohibited by law from executing Contracts without this Certification.
- m. This IFB document and all included forms and requirements will be incorporated into all resulting contracts.

8. Price Adjustment Clauses

- a. MassDOT has notified all cities and towns in the Commonwealth of Massachusetts that there are new price adjustment requirements that must be included in the bid documents for contracts to be funded by Chapter 90 funds. All municipalities are required to include price adjustment clauses for diesel fuel, gasoline, liquid asphalt, Portland cement concrete, and steel.
- b. This IFB hereby incorporates the MassDOT specific contract language for the required price adjustment clauses for diesel fuel, gasoline, liquid asphalt, Portland cement concrete, and steel. Copies of these Special Provisions can be found in Appendix E, Price Adjustment Clauses and on the MassDOT website.
- c. Base Prices for these items will be the fixed prices determined to be in place as of the date of bid as posted on the MassDOT website.
- d. All scheduled work will be performed at the prices in effect at the time the work is performed.
- e. In the event that scheduled work is postponed by the Contractor, pricing will be locked-in at the pricing applicable to the originally scheduled work period.
- f. In the event that scheduled work is postponed by the Consortium member, Paragraph C above shall apply.

9. Applicable Laws and Certifications

- a. This Invitation for Bids [IFB] is a collective procurement issued by the Metropolitan Area Planning Council on behalf of the MetroWest Regional Services Consortium for its Participating Member Municipalities pursuant to M.G.L. c.7, s.22B.
- b. Municipal governments are exempt from Massachusetts sales tax and U.S. excise tax.
- c. Bids are subject to the laws and certifications noted in the following table:

Description				
Item 7 Guardrail				
	Y		Y	Y

- d. Low Bidders must provide proof of possession in good standing of all applicable licenses and must obtain, prior to performing contract work, all permits required by the Towns in which work is performed unless waived by the appropriate issuing authority.
- e. Vendors must be listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or be listed on a waiver contractor bid list.
- f. Contractors must pay their employees the Prevailing Wages provided to the awarding authority by the Massachusetts Division of Occupational Safety pursuant to MGL c.149. Prevailing Wage information and rates are normally included in the IFB documents. Occasionally, the required documents may be delivered to bidders under separate cover. Awarding authorities will require copies of certified payrolls before payments can be made to contractors for work performed.
- g. Low Bidders must provide proof of possession in good standing of all applicable licenses and must obtain, prior to performing contract work, all permits required by the Towns in which work is performed unless waived by the appropriate issuing authority.

10. How to Submit a Bid

- a. Bids must be submitted in a sealed envelope and received prior to 12:00 PM on April 9, 2019 to:

Lorraine See

Metropolitan Area Planning Council

60 Temple Place, 6th Floor

Boston, MA 02111

No late bids shall be accepted. No faxed or emailed bids shall be accepted.
Conditional bids will not be accepted.

- b. All bid envelopes, including all outer envelopes for mailing/shipping (e.g. UPS, DHL, FedEx), **must** also clearly display the following information on the exterior:

MetroWest Regional Cooperative Public Works Group

BID FOR PUBLIC WORKS SERVICES

MW 2018 PW2

Bid Item # and Description: ____

Vendor Name: ____

Bid Opening Date: ____

- c. Bids from Bidders not listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or who are not listed on a waiver contractor bid list will be rejected.
- d. Bids must be submitted on the accompanying applicable Bid Price Forms. All blanks must be marked with a bid price or an extended price, or marked out so as to clearly indicate the Bidder's intentions.
- e. Bids must be signed and dated by an authorized representative of the Bidder and accompanied by proof of authorization (e.g. certificate of corporate vote, corporate seal, etc.) when representing a business entity other than a sole proprietorship.
- f. Out of State Bidders – Bidders having their place of business outside of the Commonwealth of Massachusetts are considered a "Foreign Corporation", as defined in M.G.L. c.181. Each Out of State Bidder shall furnish certification from the Secretary of State verifying qualification to do business in the Commonwealth in accordance with M.G.L. c.30, s§39L.
- g. Bid Submittal CHECKLIST

One (1) envelope is required for each bid as follows:

- Envelope contains the following items properly completed, executed and sealed (if needed). **Please submit only the listed required forms and documents and in the order requested. Do not include copies of the IFB and specifications:**
 - An acceptable form of Bid Bond (see Section 14)
 - The Bid Price Form(s) that applies to the Item(s) being bid.
 - Form A – the General Bid Form
 - Form B – Certificate of Non-Collusion
 - Form C – Certificate of Tax Compliance
 - Form D – Conflict of Interest Certification
 - Form E – Certificate of Corporate Bidder
 - Form F – Certificate of Compliance with M.G.L. c. 151B
 - Form G – Certificate of Non-Debarment
 - Form H – Letter of Availability
 - Form I – an originally executed Contractual Agreement for Public Works Services - **submit seven (7) originals for each bid submitted**
 - A list of References numbering not less than three (3) Massachusetts municipalities with specific, complete, current and accurate contact information.
 - A list of Subcontractors to whom the Contractor may sub-contract any of its scheduled work.
 - A list of municipal work performed within the past three (3) years.
- h. Bonds, insurance certificates and any other documents required to be included in the completed contracts will be obtained from Low Bidders by the Consortium upon their certification of the Official Bid Results by MAPC.
- i. Bids from Bidders not listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or who are not listed on a waiver contractor bid list will be opened and retained by the Consortium and rejected for being non-responsive.

- j. Prices as Bid shall remain firm 1) for the term of the Contract; and 2) for all work in the categories bid regardless of an individual member municipality's work quantities. Only those items listed in Section 8, Price Adjustment Clauses shall be subject to price adjustment.
- k. Bids shall remain valid and in effect for a period of sixty (60) days beyond 1) the initial date of opening and 2) the end of the specified contract periods to allow sufficient time for action by Participating Member Municipalities.
- l. Low Bidders shall process and deliver required Contract documents within seven (7) calendar days of receipt of notification by Participating Member Municipalities of their "Intention to Award a Contract".

11. Bid Pricing

- a. The unit price for any item, bid and contracted for, unless otherwise noted or specified, shall include full compensation for all labor, equipment, materials, tools, mobilization, demobilization, administration and overhead, and incidental work necessary to complete the item to the satisfaction of the Municipality. The prices without exception, shall be net, not subject to discount, and shall include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work.
- b. The unit price for each and any item, bid and contracted for, shall include the Contract Administration Fee as described in Section III, Terms and Conditions.

12. Completing the Bid Price Forms

- a. Normally, all prices called for contribute to the calculation of an award amount. There may be exceptions, in which case, all unit prices called for must be bid in order for a bid to be considered valid.

		Estimated Quantity	x	Bid Price / Unit	=	Total
2. PW SERVICE						\$ 97,178.00
1) Depth of 1"	ADD(DEDUCT)	@	(0.20)	/SqYd		
2) Depth of 2"		70,700	x	1.09	/SqYd	= \$ 77,063.00
3) Depth of 3"	ADD(DEDUCT)	@	0.25	/SqYd		
4) Depth of 4"		13,500	x	1.49	/SqYd	= \$ 20,115.00
5) Night Work Differential	ADD(DEDUCT)	@	0.50	/SqYd		
6) Casting Adjustments						
a) Catch Basins/Manholes	-	@	110.00	Each		
b) Water & Gas Gates	-	@	95.00	Each		

- b. Unit prices preceded by "x" and followed by "=" indicate an extended price must be calculated.
- c. Unit prices preceded by "@" indicate a bid that will serve as the price for work Towns need to do at a later date, but have not indicated quantities at this time. DO NOT EXTEND these calculations. They will not calculate into the award amount, but may be used to determine the reasonableness of a bid.
- d. "ADD (DEDUCT)" amounts must be bid, although they do not figure in the award calculation.

- e. Place the sum of the extended prices in the bold box next above in the column of extensions. Where the extended price is in the bold box, that amount will be the basis of award.

13. MBE/WBE Participation Goals

- a. Low bidders who accept contract awards will be required to comply with any and all Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) policies and participation goals of the Participating Member Municipalities. Bidders must submit any required MBE/WBE Forms/Letter of Intent & Schedules of Participation required by a municipality to that municipality for acceptance prior to beginning any scheduled work.

14. Bonds

- a. All bids must be accompanied by a Bid Bond or a certified/bank check in the amount of 5% of the estimated value of the work bid upon by a single contractor as a guarantee that the bidder will honor the bid and execute a contract with Participating Member Municipalities, subject to forfeiture upon failure of such. ("Estimated value" equals the sum of all work bid on the basis of estimated quantities.) Bid Bonds must remain in effect for a period of not less than 60 days after the bid opening.
- b. Low bidders' bid bonds will be returned upon execution of the contract, complete with supporting documents.
- c. Second low bidders' bonds will be returned upon verification of receipt of their Letter of Availability.
- d. A Performance Bond in an amount of 100% of the estimated value of the contract work will be required of all bidders as part of their contracts for services.
- e. A Labor and Materials Payment Bond in an amount of 100% of the estimated value of the contract work will be required of all bidders as part of their contract for services bid under M.G.L.c.30, s.39M (see Section 9 – Applicable Laws and Certifications).

15. Insurance and Indemnification

- a. Low Bidders shall be required to provide Insurance Certificates as part of the contract documents demonstrating that the following forms and limits are in effect during the term of the Contract:

General Liability		
• Comprehensive form	Aggregate	\$2,000,000
Including	Each Occurrence	\$1,000,000
Premises/Operations		

Underground Explosion & Collapse Hazard		
Independent Contractors		
Broad Form Property Damage		
• Products / Completed Operations	Aggregate	\$2,000,000
• Personal Injury	Per Person	\$5,000
• Fire Damage	Each Occurrence	\$50,000
Automobile Liability		
• All Owned Vehicles	Bodily Injury & Property Damage Combined	\$1,000,000
• Hired Vehicles		
• Non-owned Vehicles		
Workers Compensation & Employers Liability		
• As Required by Commonwealth of Massachusetts	Each Accident	\$500,000
	Bodily Injury by Disease (Policy Limit)	\$500,000
	Bodily Injury by Disease (Each Employee)	\$500,000
Excess Liability, Umbrella Form		
	Aggregate	\$2,000,000
	Occurrence	\$1,000,000

- b. Participating Member Municipalities shall be named as Additional Insured and shall be provided with copies of actual policies upon request.

- c. All insurance policies shall be in force from the time of execution of the Agreement to the date when all work under the contract is completed and accepted by the Participating Member Municipality. Contractors shall notify the Participating Member Municipality should coverage become unavailable or if its policy should change.
- d. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Participating Member Municipality at least 15 days prior to the intended effective date thereof, which date should be expressed in said notice.
- e. Contractors shall also be required to provide to each Participating Member Municipality with their 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 Participating Member Municipality is named as an additional insured on each such policy.
- f. Contractors shall indemnify, defend, and save harmless the Participating Member Municipality, and all of its officers, agents, and employees against all suits, claims of liability of every name and nature, for or on account of any injuries to persons or damaged to property arising out of errors, omissions, or negligence of Contractors in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this contract, whether by himself or his employees or subcontractors. Contractors shall agree to the indemnification clause found in the Contract, Form I.

Section III: Terms and Conditions

16. Normal Hours of Work

- a. Normal Hours of Work shall be between the hours of 7:00 AM and 4:00 PM, Monday through Friday, unless otherwise specified. Work shall not be performed on Saturdays, Sundays, Holidays or other than during Normal Hours of Work without express authorization from the Municipal Party's Authorized Representative as identified in the Contract documents.

17. Safety

- a. Police details will be scheduled and paid for by Participating Member Municipalities unless otherwise specified in the bid documents.
- b. Contractors that cancel scheduled work to which police, flag people or public works personnel are assigned on an additional pay basis are subject to contract back charges for costs incurred at the discretion of Participating Member Municipalities.
- c. It is the Contractor's responsibility to contact DIG SAFE or any other utility company not notified per Dig Safe such as the municipal sewer department or light company.
- d. Contractors will be familiar with and conduct operations as required by OSHA regulations at all times.
- e. Contractors will immediately advise a Participating Member Municipality of inspections conducted by OSHA at the work site, and immediately provide copies of citations and violations to the Participating Member Municipality.

18. MBTA Right of Way Work

- a. Any contractor doing work in the right of way on the MBTA will be required to have all employees working in said zone complete an MBTA Safety Training and abide by all regulations and requirements associated with the MBTA Safety Department while working in this area.
- b. This shall include the use of flagmen and any other requirement put forth by the MBTA.
- c. All costs associated with this work shall be borne by the contractor.

19. Schedules and Deadlines

- a. Contractors must make a diligent effort to coordinate scheduled work among Participating Member Municipalities.

- b. Contractors shall complete all work of a continuous nature scheduled and called for by the Participating Member Municipality prior to leaving a worksite or the municipality unless so authorized by the Member.
- c. Contractor supervisory personnel shall be consistent for all work of a continuous nature (i.e. same job, same supervisor).
- a. Best Efforts: All parties will make their best efforts to schedule work so as to avoid undue delay and repeated postponements, and to keep costs as low as possible.
- b. Start and Finish Work: Contractors shall be available to begin work at locations designated by the Town no later than five (5) business days from the date of execution of a Contract or on a schedule approved by the Participating Member Municipality. Once work has been started, Contractors shall remain on the job until all scheduled work is completed to the satisfaction of Participating Member Municipality.
- c. Assignment: Contracts may not be assigned, in whole or in part, by any Contractor without the prior written consent of the Consortium.
- d. Sub-Contracting: Contracts may not be assigned, in whole or in part, by any Contractor without the prior written consent of the Consortium. Contractors may sub-contract any, or all of a Consortium members scheduled work; however, the Contractor must inform the Consortium member as to the name and qualifications of the selected sub-contractor 72 hours prior to the work being performed and work can only proceed if the Consortium member approves the use of the selected subcontractor. Such consent shall be considered temporary and conditional, and may be revoked at any time at the member's discretion. If the selected sub-contractor is rejected by the Consortium member, then the Contractor must find a suitable alternative for the work at no additional cost to the Consortium member. All standards expressed in the contract documents apply to the approved sub-contractor as well. The Contractor will be responsible for the quality of the work by the sub-contractor. All damages by the sub-contractor will be repaired in a timely manner at no additional cost to the Consortium member.
- e. Presence Known to Municipality: All work must be scheduled in advance and performed with the knowledge and consent of the Municipality. Contractors may not perform work within Participating Member Municipalities absent such knowledge and consent.
- f. Timeliness and Approved Delays: Time shall be of the essence regarding performance of each and every portion of the contracted work. Work schedules approved by the Municipality shall be binding upon the Contractor except for reasonable delays due to weather, failure of the Municipality in the timely performance of any of its prerequisite obligations, or site-related circumstances beyond the control of the Contractor. Extensions of time resulting from such delays are subject to approval by the Municipality and may not be unreasonably withheld.

- g. Postponed Work: Postponed work attributable to a Consortium member will be rescheduled at the earliest possible date after the postponed start date, but not later than 3 weeks thereafter
- h. Failure to Appear for Scheduled Work: In addition to the penalties noted in the preceding paragraph, Contractors that fail to appear for or cancel scheduled work to which police, flag people or public works personnel are assigned on an additional pay basis, will be subject to contract back charges for costs incurred at the discretion of Participating Member Municipalities. Such charges may include preparation by others that is required to be repeated.
- i. Engaging The Next Lowest Bidder: Participating Member Municipalities may elect, upon failure of the Low Bid Contractor to comply in a timely manner with the requirements of this section (Schedules and Deadlines), to a) invoke a non-performance penalty of \$1,000 per day (deductible from rendered invoices), or b) engage the services of the next lowest bidder at his price as bid; provided that in either case the Low Bid Contractor has failed to appear and to provide the requested services within 24 hours of receipt of written notice of the Municipality's intentions and its basis for such action. Once this provision is exercised, the Municipality may, but shall not be obligated to, resume service by the Low Bid Contractor. Re-engagement of the Low Bid Contractor shall be at its Bid prices and without breach of the Contract between the Parties.

20. Legal Damages

- a. If Contractors neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by Participating Member Municipalities, then Contractors hereby agree, as a part consideration for the awarding of this Contract, to pay to Owner the amount of \$1,000.00 per day, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contract shall be in default after the time stipulated in the Contract for completing the work.
- b. The said amount is fixed and agreed upon by and between Contractors and Participating Member Municipalities because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages Participating Member Municipalities would in such event sustain, and said amount is agreed to be the amount of damages which Participating Member Municipalities would sustain and said amount shall be retained from time to time by Participating Member Municipalities from current periodical estimates.

21. Termination

- a. Each Participating Member Municipality or a Contractor may terminate the Agreement for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties in a timely and proper manner.

- b. A Participating Member Municipality shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- c. Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except that:

Each Participating Member Municipality shall remain liable for payments for the services and/or expenses of a Contractor accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the Participating Member Municipality as a result of the Contractor's default, if any), as determined by the Contracting Authority, but for no other amounts including, without limitation, claims for lost profits on work not performed.

The Contractor shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

22. Invoicing & Payment

- a. With any invoice, the CONTRACTOR shall submit evidence satisfactory to the Participating Member Municipalities that the goods or services have been delivered and/or that the work has been completed in accordance with this Agreement.
- b. Invoices shall clearly indicate quantities, hours, prices and other applicable measures that can be verified by Participating Member Municipalities on the basis of documented inspection by the Municipality, or by weight, service or delivery slips provided at the time work was performed or delivery/pick-up occurred.
- c. Invoices shall reference the correct Consortium and Consortium contract number i.e. SS 20XX-PW1, MNW 20XX-PW1, or MW 20XX-PW1, etc.
- d. Pricing shall be based on unit (or other) prices as bid. Any pricing not listed in the bid will not be honored.
- e. Payment for services rendered in accordance with any Contract will be made pursuant to M.G.L. c. 30 §39G on a monthly basis, thirty days after receipt of an invoice for work performed or materials supplied the previous month.
- f. The Participating Member Municipalities shall pay the CONTRACTOR ninety percent of the invoice. Upon satisfactory completion of the work and thirty days after receipt of an invoice for final payment, the Participating Member Municipalities shall pay the CONTRACTOR all amounts due under the Contract, including the retainage.
- g. The Participating Member Municipalities shall not make payments in advance.
- h. If a Participating Member Municipality objects to all or part of any invoice, the Participating Member Municipality 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.

- i. Payment of the amounts due under any Contract shall release the Participating Member Municipality and its officers, employees, boards, commissions, committees, agents and representatives from any and all claims and liability in any way relating to the Contract or anything done in pursuance thereof.
- j. No payment by a Participating Member Municipality to a Contractor shall be deemed to be a waiver of any right of the Participating Member Municipality or ratification by the Participating Member Municipality of any breach by the Contractor.

23. Contract Administration Fees – Reporting, Payment & Auditing

- a. Contractors will be required to report to MAPC on all goods and services purchased by any Participating Member Municipalities through all resulting contracts. Vendors will provide MAPC with detailed reports within one (1) week after the close of each contract year. Reports shall contain all data pertinent to the purchase of all goods and services. Reports must be provided in electronic form (preferably .xls, .csv or .txt format) delivered via e-mail, and in printed form if requested.
- b. Contractors must also provide MAPC with copies of all invoices sent to Participating Member Municipalities for all goods or services delivered and work performed under resulting contracts. MAPC will also contact the Participating Municipalities to verify the information provided by the Contractors.
- c. Contractors will be required to pay to MAPC a Contract Administration Fee of 1% (one percent) of the total invoiced amount of goods and services purchased through all resulting contracts and reported in the quarterly reports.
- d. For Roadway Management bids, the administration fee charged to the Contractor will be capped when total Roadway Management services procured from that Contractor from all Participating Members reaches \$5 million in a single year. With this cap, the Roadway Management Contractor will be charged 1% for all services up to \$5 million.
- e. MAPC will invoice Vendors after which payment of the quarterly Contract Administration Fee is due from the Vendor to MAPC within 30 days of invoicing.
- f. MAPC may lower, but will not increase, the Contract Administration Fee at any time during the term of this contract, in which case the cost reduction to the Proposer shall be reflected as a discount on the quotes provided to Buyers.
- g. MAPC will audit Contractor's records as often as it deems necessary.

- h. Contractor hereby grants MAPC, or its agent, open and free access to all records and books of account bearing evidence of business transactions relating to materials and services provided to Consortium members under resulting contracts.
- i. Contractor shall make available to MAPC upon request, and within a reasonable time, copies of documentation sufficient for MAPC to determine that Contractor is in compliance with this section.
- j. Contractor shall be determined to be in compliance with this section when it is shown that Contractor, through its own actions, has timely met and is presently meeting all of its obligations as set forth in this section.
- k. If Contractor is found to be in non-compliance with this section, Contractor shall be given a reasonable time to cure.
- l. If after a reasonable time Contractor has not cured and continues to be in non-compliance, MAPC will pursue appropriate actions against Contractor for the collection of administration fees due to MAPC under this section and notify Contractor in writing of MAPC's actions. Additionally, MAPC will:
 - 1) Report Contractor's non-compliance to the Participating Member Municipalities; and,
 - 2) Deem Contractor "not responsible" in any future bid or bids performed by MAPC for a period of 3 years from the date of MAPC's written notification to the Contractor of MAPC's actions to pursue collection of administration fees.
- m. At a minimum MAPC will audit Contractor at least once within 90 days after the termination date of the contract as a step in closing out the contract. Contractor agrees to be bound by the terms and conditions of the IFB and the contract documents through such audit period, or until sooner released in writing by MAPC, and agrees to immediately pay MAPC any and all Administration fees unpaid and due as a result of any MAPC audit.
- n. If Contractor does not immediately pay MAPC any and all Administration fees unpaid and due as a result of an audit to close-out the contract within a reasonable time, MAPC will pursue appropriate actions against Contractor for the collection of administration fees due to MAPC and notify Contractor in writing of MAPC's actions. Additionally, MAPC will:
 - 1) Report Contractor's non-compliance to the Participating Member Municipalities; and,
 - 2) Will deem Contractor "not responsible" in any future bid or bids performed by MAPC for a period of 3 years from the date of MAPC's written notification to the Contractor of MAPC's actions to pursue collection of administration fees.

24. Record Keeping

- a. Contractors shall make, and keep, at least six (6) years after final payment, books, records, and accounts which, in reasonable detail, accurately and fairly reflect the transactions and

dispositions of the Contractors, and until the expiration of six (6) years after final payment, the Office of the Inspector General, and the Deputy Commissioner of Capital Planning and Operations shall have the right to examine any books, documents, papers or records of the Contractors or his/her/its Subcontractors that directly pertain to, and involve transactions relating to the Contractor or his/her/its Subcontractors.

- b. All record keeping shall be in full compliance with M.G.L. c. 30 § 39R.
- c. MAPC and the Consortium reserve the right to audit all contractor transactions reported or assumed to be associated with any MAPC or Consortium collective purchasing contracts. Contractors agree to provide MAPC, the Consortium, or their agents reasonable access to relevant records and to respond promptly to pertinent inquiries.

25. Miscellaneous

- a. Terms, conditions and requirements peculiar to specifications for named types of work shall supersede those contained in the "General Information" section of this IFB.
- b. Neither the Consortium, nor the Metropolitan Area Planning Council (MAPC), nor other Participating Member Municipalities are responsible for satisfying or assisting in collection of debts owed contractors by a single Participating Member Municipality for services or materials delivered pursuant to this IFB.
- c. In the event the Parties loan equipment of any kind to each other, they promise to return the equipment in equal or better condition at the conclusion of use.
- d. Participating Member Municipalities reserve the right to add related items to any contract resulting from this IFB during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Participating Member Municipality.

Section IV: Forms

The following pages contain ALL FORMS that must be included with each bid. See IFB Section 10, How to Submit a Bid for more information. Please read each form, complete them accurately and make certain they are enclosed with each bid in the order in which they are listed. Contact Lorraine See at lsee@mapc.org or (617) 933-0766 with any questions.

Form A - General Bid Form

[ATTACH this cover sheet to each Bid Price Form submitted. Note: Company name and agent's initials are required on Each Bid Price Form.]

MetroWest Regional Services Consortium
MW 2018 PW2
Item(s) #: _____
Description: _____
Addenda: _____

Bidder certifies as follows:

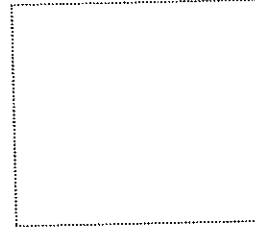
- Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.)

Submits the attached **Bid Price Form** as its bid pertaining to the Invitation for Bids and the specific Item(s) referenced above to the **MetroWest Regional Services Consortium** on the authority of the undersigned and as dated below. The Bidder confirms and pledges to abide by and be held to the requirements of this IFB and its resulting Contract(s), and further, to diligently and promptly perform any tasks and deliver any documents required, and to execute a Contract with any Participating Member Municipality.

Form A - General Bid Form (Page 2)

Authorized agent of the Bidder [If a corporation, attach certificate of vote or apply corporate seal to this page.]

* Affix Corporate Seal ⇨



Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date:

Contact for Bidder

Telephone for Contact

Fax for Contact

E-Mail for Contact

Form 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:

Form 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:

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

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date:

Form E – Certificate of Corporate Bidder

I, _____, certify that I am the _____ of the Corporation named as Bidder in the attached Bid Form; that _____, who signed said Bid Form on behalf of the Bidder was then _____ of said Corporation; that I know his/her signature hereto is genuine and that said Bid Form was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date:

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

Form 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.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date:

Form G – Certificate of Non-Disbarment

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 MAPC 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:

Form H – Letter of Availability

To: **MetroWest Regional Services Consortium Member Municipalities**

From: _____

Date: _____

IFB#: **MW 2018 PW2 - Letter of Availability**

This document constitutes an agreement between the Contractor and the **MetroWest** Towns executing a contract for the service Item specified below and will become part of the General Contract for the service Item. Your bid in response to the **MetroWest** Invitation for Bids ["IFB"] referenced above was the second lowest bid for:

Item #: _____

Description: _____

As required by the IFB, you certify that you will:

1. Guarantee your bid prices for the initial contract period from date of contract execution through December 31, 2018 and through any contract extensions.
2. Respond and perform the needed services if called upon.
3. Work cooperatively with a requesting municipality to address its need at hand.
4. Perform the services bid on an agreed schedule consistent with the Towns' needs.
5. Comply with all the requirements of the "Contractual Agreement for Public Works Services" and its accompanying documents.
6. Deliver bonds and certificates prior to performance, provided a requesting municipality may waive the timing requirement of delivery if judged to be in its best interest.

I understand that my commitment is to perform services on a temporary basis, or for the duration of the contract and any extensions, as specified by the requesting municipality. I further understand that a requesting municipality may, but is not obligated to, contract with me to perform the subject services in the event of default or termination of its contract with the low bidder.

Form H – Letter of Availability (Page 2)

X _____

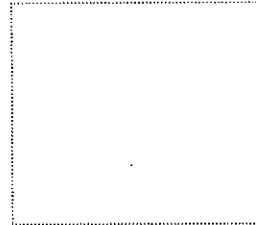
* Affix Corporate Seal ⇨

* Signature

* Name

* Title

* Date



Form I – Contract

The following pages contain the general contract. It will be combined with the content of Doc #00 (the IFB Document), relevant specifications and Bid Price Forms, and the required bonds and certificates to be provided by the Contractor.

IMPORTANT !

BIDDERS ARE REQUIRED TO COMPLETE THE CONTRACT, SIGN AND SEAL IT (IF APPLICABLE) AND INCLUDE SEVEN (7) ORIGINALS WITH EACH BID SUBMITTED.

CONTRACTUAL AGREEMENT FOR PUBLIC WORKS SERVICES

ARTICLE 1

CONTRACTING PARTIES

- 1.1 **THIS AGREEMENT** made effective by dated signature of the Parties hereto, by and between the Municipality named in Article 10.1 and signatory hereto ["Municipality"], a municipal corporation organized under the laws of the Commonwealth of Massachusetts acting by and through its Contracting Authority ["Contracting Authority"], and _____ ["Contractor"] whose principal office address and state of incorporation are set forth in Section 10.4.

ARTICLE 2

SUBJECT

- 2.1 **WHEREAS**, the Municipality desires to retain the Contractor to provide certain services for the Municipality, and the Contractor is willing to accept such engagement, on the terms of the Invitation for Bids [IFB] entitled:

IFB#: MetroWest Regional Services Consortium (IFB) MW 2018 PW2, as it relates to:

Bid Item #: _____

Description: _____

and as hereinafter set forth.

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.

- 2.2 **NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 3

ENGAGEMENT OF THE CONTRACTOR

- 3.1 The Municipality hereby engages the Contractor, and the Contractor hereby accepts the engagement, to perform certain services to the Municipality, as described in Article 2.
- 3.2 In the performance of service under this Agreement, the Contractor acts at all times as an independent contractor and shall not be entitled to receive any benefits of employment with the Municipality, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation. There is no

relationship of employment or agency between the Municipality, on the one hand, and the Contractor on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this Agreement which the parties view as consistent with their independent contractor relationship.

ARTICLE 4

SERVICES OF THE CONTRACTOR

- 4.1 The Contractor will perform the services described in the specifications pertaining to the Service Item identified in Section 2.1 (above) ["Work"].
- 4.2 The Contractor shall report, and be responsible, to the Contracting Authority or his/its designee as set forth on Exhibit A.
- 4.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the Contracting Authority. The Municipality shall be under no obligation to pay for any services performed by the Contractor not explicitly agreed to by the Municipality in advance in writing.
- 4.4 The Contractor represents and warrants to the Municipality as follows:
 - 4.4.1 That it and all its personnel (whether employees, agents or independent contractors) are qualified and duly licensed as required by law and/or local municipal code to perform the services required by this Agreement.
 - 4.4.2 That it further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.
 - 4.4.3 That it will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.
 - 4.4.4 That it is not a party to any agreement, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
 - 4.4.5 That all written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise), which are produced by the Contractor as work pursuant to this agreement, shall be deemed to be "work for hire" and the copyright thereto shall be the property of the Municipality.

ARTICLE 5

PERIOD OF SERVICES

- 5.1 The term of this Agreement shall commence on date of execution, and continue until December 31, 2018 and may be extended at the sole discretion of the Municipality through December 31, 2019, and again through December 31, 2020. In the event new contracts have not been procured and awarded by December 31, 2020, MAPC and the Consortium on behalf of the Participating Municipalities may elect to extend current contracts for an additional period of time until new contracts have been procured and awarded.
- 5.2 The Contractor agrees to proceed with Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. The Contractor acknowledges that time is of the essence as it relates to performance under this Agreement.

ARTICLE 6

PAYMENTS TO THE CONTRACTOR

- 6.1** Compensation to due to the Contractor shall be paid as specified in General Terms & Conditions, Section 22 of the IFB.

ARTICLE 7

TERMINATION

- 7.1** Either the Municipality or the Contractor may terminate this Agreement for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 7.2** The Municipality shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 7.3** Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except that:
- 7.3.1** The Municipality shall remain liable for payments for the services and/or expenses of Contractor accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the Municipality as a result of the Contractor's default, if any), as determined by the Contracting Authority, but for no other amounts including, without limitation, claims for lost profits on work not performed.
- 7.3.2** The Contractor shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

ARTICLE 8

INSURANCE AND INDEMNIFICATION

- 8.1** The Contractor shall compensate the Municipality for all damage to the Municipality's 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 Municipality 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 local 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.

Neither the Municipality, 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 local 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.

- 8.2** Before commencing Work, the Contractor shall obtain, and shall maintain throughout the term of this Agreement, insurance at limits specified in the IFB and provide written documentation of such in the form specified in the IFB.
- 8.3** The Contractor shall give the Municipality twenty (20) days written notice and characterization in the event of any change or cancellation of coverage.

ARTICLE 9

GENERAL PROVISIONS

- 9.1** Upon the expiration or termination of this Agreement for any reason, any data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the Contractor (whether completed or in process) shall become the property of the Municipality. The Contractor shall immediately deliver or otherwise make available all such material to the Municipality.
- 9.2** Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect. The Contractor shall not assign any money due or to become due to the Contractor unless the Municipality shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- 9.3** Except as otherwise expressly provided in this Agreement, any decision or action by the Municipality relating to this Agreement, its operation, or termination, shall be made by the Contracting Authority or otherwise as delegated or assigned in Exhibit B.
- 9.4** This Agreement, together with its Exhibits, the IFB referenced above and its Addenda, the required supplemental documents and any additional exhibits, constitute the entire agreement between the Municipality and the Contractor with respect to the matters set forth therein and may not be changed (amended, modified or terms waived) except by a writing signed by the Municipality and the Contractor. Any notices required or allowed shall be sent by receipt-verified mail or courier to the persons designated in Exhibit B.
- 9.5** In the event any terms and conditions of this Agreement conflict with those contained in the IFB and its Addenda, the IFB and its Addenda shall prevail.
- 9.6** This Agreement is governed by the laws of Massachusetts and shall be construed in accordance therewith, regardless of choice of law principles.
- 9.7** 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 in the county in which the Municipality lies, and in no other court or jurisdiction.
- 9.8** The Contractor shall hereby acknowledge 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 Municipal 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 Municipality 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.

- 9.9** No action or failure to act by the Municipality shall constitute a waiver of a right or duty afforded to the Municipality 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 Municipality shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Municipality. No waiver by the Municipality of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- 9.10** 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 Municipality in writing.
- 9.11** 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.
- 9.12** The Contractor shall not represent or purport to represent that it speaks for the Municipality vis-à-vis the media or the public at-large without the Municipality's express, written consent in advance.
- 9.13** Prior to commencing services under this Contract, the Contractor shall furnish the Municipality, 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.
- 9.14** By entering into this Agreement, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- 9.15** By entering into this Agreement, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C § 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.
- 9.16** The Contractor understands that the Massachusetts Conflict of Interest Law, M.G.L. c. 268A, 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.

- 9.17** Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149 §§ 26-27G, if they are applicable.
- 9.18** The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative 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, 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.
- 9.19** 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.
- 9.20** 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.

ARTICLE 10

This Contract is executed in one (1) copy as a sealed instrument.

SIGNATURES

10.1 For the Municipality by, or on behalf of its Contracting Authority:

Municipality

X _____
Signature

Printed Name

Printed Title

Phone

Fax

e-mail

10.2 Approved As To Funds Available:

X _____
Signature

Name

Title

Date

10.3 Approved as to form only:

X _____
Signature

Printed Name

Printed Title

Date

Firm

10.4 For the CONTRACTOR:

X _____
Signature

Printed Title

Printed Name

Date

Company Name

Street/P.O. Box

City, State, ZIP

Phone

Fax

e-mail

Affix Corporate Seal ⇒
(or mark "n/a")

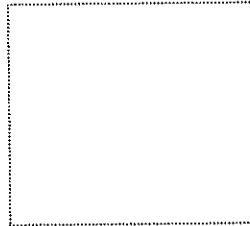


EXHIBIT A

NOTICE ADDRESSEES

A.1 For the Municipality:

Printed Title

Printed Name

Company Name

Street/P.O. Box

City, State, ZIP

Phone

Fax

e-mail

A.2 For the Contractor:

Printed Title

Printed Name

Company Name

Street/P.O. Box

City, State, ZIP

Phone

Fax

e-mail

EXHIBIT B

ATTACHMENTS

1. Invitation for Bids # **MW 2018 PW2**
2. Bid Item Specification * IFB Doc #_ _____
3. Other Bid Documents:
 - Bid Price Form
 - General Bid Form
 - Certificate of Non-Collusion
 - Certificate of Tax Compliance
 - Conflict of Interest Certification
 - Certificate of Corporate Bidder
 - Certificate of Compliance with M.G.L. c. 151B
 - Certificate of Non-Debarment
 - Letter of Availability
 - References
 - List of Subcontractors
4. Other Documents:
 - Bid Bond
 - Labor and Materials Bond (provided prior to start of work)
 - MBE/WBE Letters of Intent & Schedules of Participation (provided prior to start of work)
 - Performance Bond (provided prior to start of work)
 - Insurance Certificate (provided prior to start of work)

Appendix A – List of Bid Documents

List of Bid Documents

The following documents apply to this IFB:

- I. Invitation for Bids
- II. Specifications & Bid Price Forms
- III. Prevailing wages

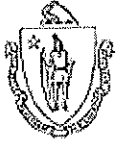
Appendix B – MassDOT Price Adjustment Clauses

The following unnumbered pages contain the MassDOT Price Adjustment Clauses.

Appendix C – Prevailing Wage Rates

Prevailing Wage information, reporting forms and applicable hourly rates are incorporated into a separate document. It will accompany the IFB when sent to bidders.

IMPORTANT! All payroll reporting required by law will be carried out between Participating Member Municipalities and Contractors. Neither the Consortium nor the Metropolitan Area Planning Council is a party to the Contracts resulting from this IFB.



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

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

ROSALIN ACOSTA
Secretary
WILLIAM D MCKINNEY
Director

Awarding Authority: Metropolitan Area Planning Council
Contract Number: MW 2018 PW2 **City/Town:** NATICK
Description of Work: This work shall consist of the construction of guard rail in accordance with MassDOT Standard Specifications and in close conformity with the plans or established by the Town.
Job Location: Natick

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
Construction						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.15	\$10.91	\$10.89	\$0.00	\$53.95
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.22	\$10.91	\$10.89	\$0.00	\$54.02
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.34	\$10.91	\$10.89	\$0.00	\$54.14
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2017	\$92.97	\$9.90	\$21.15	\$0.00	\$124.02
	08/01/2018	\$97.80	\$9.90	\$21.15	\$0.00	\$128.85
	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR LABORERS - ZONE 2	12/01/2017	\$33.58	\$7.70	\$13.60	\$0.00	\$54.88
	06/01/2018	\$34.42	\$7.70	\$13.60	\$0.00	\$55.72
	12/01/2018	\$35.26	\$7.70	\$13.60	\$0.00	\$56.56
	06/01/2019	\$36.13	\$7.70	\$13.60	\$0.00	\$57.43
	12/01/2019	\$36.99	\$7.70	\$13.60	\$0.00	\$58.29
	06/01/2020	\$37.88	\$7.70	\$13.60	\$0.00	\$59.18
	12/01/2020	\$38.77	\$7.70	\$13.60	\$0.00	\$60.07
	06/01/2021	\$39.69	\$7.70	\$13.60	\$0.00	\$60.99
	12/01/2021	\$40.60	\$7.70	\$13.60	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	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 LABORERS - ZONE 2	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2017	\$33.58	\$7.70	\$13.60	\$0.00	\$54.88
	06/01/2018	\$34.42	\$7.70	\$13.60	\$0.00	\$55.72
	12/01/2018	\$35.26	\$7.70	\$13.60	\$0.00	\$56.56
	06/01/2019	\$36.13	\$7.70	\$13.60	\$0.00	\$57.43
	12/01/2019	\$36.99	\$7.70	\$13.60	\$0.00	\$58.29
	06/01/2020	\$37.88	\$7.70	\$13.60	\$0.00	\$59.18
	12/01/2020	\$38.77	\$7.70	\$13.60	\$0.00	\$60.07
	06/01/2021	\$39.69	\$7.70	\$13.60	\$0.00	\$60.99
	12/01/2021	\$40.60	\$7.70	\$13.60	\$0.00	\$61.90
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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) BRICKLAYERS LOCAL 3 (LOWELL)	03/01/2018	\$49.96	\$10.75	\$19.43	\$0.00	\$80.14
	08/01/2018	\$51.31	\$10.75	\$19.56	\$0.00	\$81.62
	02/01/2019	\$51.91	\$10.75	\$19.56	\$0.00	\$82.22
	08/01/2019	\$53.26	\$10.75	\$19.70	\$0.00	\$83.71
	02/01/2020	\$53.86	\$10.75	\$19.70	\$0.00	\$84.31
	08/01/2020	\$55.21	\$10.75	\$19.85	\$0.00	\$85.81
	02/01/2021	\$55.81	\$10.75	\$19.85	\$0.00	\$86.41
	08/01/2021	\$57.21	\$10.75	\$20.01	\$0.00	\$87.97
	02/01/2022	\$57.79	\$10.75	\$20.01	\$0.00	\$88.55

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Lowell

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.98	\$10.75	\$19.43	\$0.00	\$55.16
2	60	\$29.98	\$10.75	\$19.43	\$0.00	\$60.16
3	70	\$34.97	\$10.75	\$19.43	\$0.00	\$65.15
4	80	\$39.97	\$10.75	\$19.43	\$0.00	\$70.15
5	90	\$44.96	\$10.75	\$19.43	\$0.00	\$75.14

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.66	\$10.75	\$19.56	\$0.00	\$55.97
2	60	\$30.79	\$10.75	\$19.56	\$0.00	\$61.10
3	70	\$35.92	\$10.75	\$19.56	\$0.00	\$66.23
4	80	\$41.05	\$10.75	\$19.56	\$0.00	\$71.36
5	90	\$46.18	\$10.75	\$19.56	\$0.00	\$76.49

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE	12/01/2017	\$38.60	\$7.70	\$14.95	\$0.00	\$61.25
	06/01/2018	\$39.55	\$7.70	\$14.95	\$0.00	\$62.20
	12/01/2018	\$40.50	\$7.70	\$14.95	\$0.00	\$63.15
	06/01/2019	\$41.50	\$7.70	\$14.95	\$0.00	\$64.15
	12/01/2019	\$42.50	\$7.70	\$14.95	\$0.00	\$65.15
	06/01/2020	\$43.49	\$7.70	\$14.95	\$0.00	\$66.14
	12/01/2020	\$44.47	\$7.70	\$14.95	\$0.00	\$67.12
	06/01/2021	\$45.49	\$7.70	\$14.95	\$0.00	\$68.14
	12/01/2021	\$46.50	\$7.70	\$14.95	\$0.00	\$69.15

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2017	\$37.45	\$7.70	\$14.95	\$0.00	\$60.10
	06/01/2018	\$38.40	\$7.70	\$14.95	\$0.00	\$61.05
	12/01/2018	\$39.35	\$7.70	\$14.95	\$0.00	\$62.00
	06/01/2019	\$40.35	\$7.70	\$14.95	\$0.00	\$63.00
	12/01/2019	\$41.35	\$7.70	\$14.95	\$0.00	\$64.00
	06/01/2020	\$42.34	\$7.70	\$14.95	\$0.00	\$64.99
	12/01/2020	\$43.32	\$7.70	\$14.95	\$0.00	\$65.97
	06/01/2021	\$44.34	\$7.70	\$14.95	\$0.00	\$66.99
	12/01/2021	\$45.35	\$7.70	\$14.95	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2017	\$37.45	\$7.70	\$14.95	\$0.00	\$60.10
	06/01/2018	\$38.40	\$7.70	\$14.95	\$0.00	\$61.05
	12/01/2018	\$39.35	\$7.70	\$14.95	\$0.00	\$62.00
	06/01/2019	\$40.35	\$7.70	\$14.95	\$0.00	\$63.00
	12/01/2019	\$41.35	\$7.70	\$14.95	\$0.00	\$64.00
	06/01/2020	\$42.34	\$7.70	\$14.95	\$0.00	\$64.99
	12/01/2020	\$43.32	\$7.70	\$14.95	\$0.00	\$65.97
	06/01/2021	\$44.34	\$7.70	\$14.95	\$0.00	\$66.99
	12/01/2021	\$45.35	\$7.70	\$14.95	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	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

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - CARPENTER - Zone 2 Eastern MA

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

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.66	\$9.90	\$1.73	\$0.00	\$32.29
2	60	\$24.79	\$9.90	\$1.73	\$0.00	\$36.42
3	70	\$28.92	\$9.90	\$12.31	\$0.00	\$51.13
4	75	\$30.99	\$9.90	\$12.31	\$0.00	\$53.20
5	80	\$33.06	\$9.90	\$14.04	\$0.00	\$57.00
6	80	\$33.06	\$9.90	\$14.04	\$0.00	\$57.00
7	90	\$37.19	\$9.90	\$15.77	\$0.00	\$62.86
8	90	\$37.19	\$9.90	\$15.77	\$0.00	\$62.86

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$29.76/ 3&4 \$35.45/ 5&6 \$52.14/ 7&8 \$57.89

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	04/01/2018	\$26.67	\$7.07	\$7.86	\$0.00	\$41.60
CARPENTERS -ZONE 2 (Wood Frame)	10/01/2018	\$27.09	\$7.07	\$7.86	\$0.00	\$42.02
	04/01/2019	\$27.52	\$7.07	\$7.86	\$0.00	\$42.45
	10/01/2019	\$27.95	\$7.07	\$7.86	\$0.00	\$42.88

As of 9/1/09 Carpentry work on wood-frame WEATHERIZATION projects shall be paid the WOOD FRAME CARPENTER rate.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - CARPENTER (Wood Frame) - Zone 2

Effective Date - 04/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.00	\$7.07	\$0.00	\$0.00	\$23.07
2	60	\$16.00	\$7.07	\$0.00	\$0.00	\$23.07
3	65	\$17.34	\$7.07	\$7.86	\$0.00	\$32.27
4	70	\$18.67	\$7.07	\$7.86	\$0.00	\$33.60
5	75	\$20.00	\$7.07	\$7.86	\$0.00	\$34.93
6	80	\$21.34	\$7.07	\$7.86	\$0.00	\$36.27
7	85	\$22.67	\$7.07	\$7.86	\$0.00	\$37.60
8	90	\$24.00	\$7.07	\$7.86	\$0.00	\$38.93

Effective Date - 10/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.25	\$7.07	\$0.00	\$0.00	\$23.32
2	60	\$16.25	\$7.07	\$0.00	\$0.00	\$23.32
3	65	\$17.61	\$7.07	\$7.86	\$0.00	\$32.54
4	70	\$18.96	\$7.07	\$7.86	\$0.00	\$33.89
5	75	\$20.32	\$7.07	\$7.86	\$0.00	\$35.25
6	80	\$21.67	\$7.07	\$7.86	\$0.00	\$36.60
7	85	\$23.03	\$7.07	\$7.86	\$0.00	\$37.96
8	90	\$24.38	\$7.07	\$7.86	\$0.00	\$39.31

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$19.07/ 3&4 \$26.49/ 5&6 \$33.60/ 7&8 \$36.27

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME (All Other Work)	06/01/2016	\$25.32	\$9.80	\$16.82	\$0.00	\$51.94
CARPENTERS -ZONE 2 (Wood Frame)						
CEMENT MASONRY/PLASTERING	01/01/2018	\$41.67	\$12.35	\$22.41	\$0.30	\$76.73
BRICKLAYERS LOCAL 3 (LOWELL)	07/01/2018	\$42.59	\$12.35	\$22.41	\$0.30	\$77.65
	01/01/2019	\$43.83	\$12.35	\$22.41	\$0.30	\$78.89
	07/01/2019	\$44.71	\$12.35	\$22.41	\$0.30	\$79.77
	01/01/2020	\$45.95	\$12.35	\$22.41	\$0.30	\$81.01

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - CEMENT MASONRY/PLASTERING - Lowell
Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.84	\$12.35	\$15.41	\$0.00	\$48.60
2	60	\$25.00	\$12.35	\$17.41	\$0.30	\$55.06
3	65	\$27.09	\$12.35	\$18.41	\$0.30	\$58.15
4	70	\$29.17	\$12.35	\$19.41	\$0.30	\$61.23
5	75	\$31.25	\$12.35	\$20.41	\$0.30	\$64.31
6	80	\$33.34	\$12.35	\$21.41	\$0.30	\$67.40
7	90	\$37.50	\$12.35	\$22.41	\$0.30	\$72.56

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.30	\$12.35	\$15.41	\$0.00	\$49.06
2	60	\$25.55	\$12.35	\$17.41	\$0.30	\$55.61
3	65	\$27.68	\$12.35	\$18.41	\$0.30	\$58.74
4	70	\$29.81	\$12.35	\$19.41	\$0.30	\$61.87
5	75	\$31.94	\$12.35	\$20.41	\$0.30	\$65.00
6	80	\$34.07	\$12.35	\$21.41	\$0.30	\$68.13
7	90	\$38.33	\$12.35	\$22.41	\$0.30	\$73.39

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
LABORERS - ZONE 2	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/01/2017	\$47.63	\$10.50	\$15.50	\$0.00	\$73.63
OPERATING ENGINEERS LOCAL 4						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR	12/01/2017	\$31.80	\$10.50	\$15.50	\$0.00	\$57.80
OPERATING ENGINEERS LOCAL 4						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DELEADER (BRIDGE)	01/01/2018	\$49.66	\$8.10	\$19.55	\$0.00	\$77.31
PAINTERS LOCAL 35 - ZONE 2	07/01/2018	\$50.76	\$8.10	\$19.55	\$0.00	\$78.41
	01/01/2019	\$51.86	\$8.10	\$19.55	\$0.00	\$79.51
	07/01/2019	\$52.96	\$8.10	\$19.55	\$0.00	\$80.61
	01/01/2020	\$54.06	\$8.10	\$19.55	\$0.00	\$81.71
	07/01/2020	\$55.16	\$8.10	\$19.55	\$0.00	\$82.81
	01/01/2021	\$56.26	\$8.10	\$19.55	\$0.00	\$83.91

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.83	\$8.10	\$0.00	\$0.00	\$32.93
2	55	\$27.31	\$8.10	\$5.06	\$0.00	\$40.47
3	60	\$29.80	\$8.10	\$5.52	\$0.00	\$43.42
4	65	\$32.28	\$8.10	\$5.98	\$0.00	\$46.36
5	70	\$34.76	\$8.10	\$16.79	\$0.00	\$59.65
6	75	\$37.25	\$8.10	\$17.25	\$0.00	\$62.60
7	80	\$39.73	\$8.10	\$17.71	\$0.00	\$65.54
8	90	\$44.69	\$8.10	\$18.63	\$0.00	\$71.42

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.38	\$8.10	\$0.00	\$0.00	\$33.48
2	55	\$27.92	\$8.10	\$5.06	\$0.00	\$41.08
3	60	\$30.46	\$8.10	\$5.52	\$0.00	\$44.08
4	65	\$32.99	\$8.10	\$5.98	\$0.00	\$47.07
5	70	\$35.53	\$8.10	\$16.79	\$0.00	\$60.42
6	75	\$38.07	\$8.10	\$17.25	\$0.00	\$63.42
7	80	\$40.61	\$8.10	\$17.71	\$0.00	\$66.42
8	90	\$45.68	\$8.10	\$18.63	\$0.00	\$72.41

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN	12/01/2017	\$37.65	\$7.70	\$14.75	\$0.00	\$60.10
LABORERS - ZONE 2	06/01/2018	\$38.60	\$7.70	\$14.75	\$0.00	\$61.05
	12/01/2018	\$39.55	\$7.70	\$14.75	\$0.00	\$62.00
	06/01/2019	\$40.55	\$7.70	\$14.75	\$0.00	\$63.00
	12/01/2019	\$41.55	\$7.70	\$14.75	\$0.00	\$64.00

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR	12/01/2017	\$38.65	\$7.70	\$14.75	\$0.00	\$61.10
LABORERS - ZONE 2	06/01/2018	\$39.60	\$7.70	\$14.75	\$0.00	\$62.05
	12/01/2018	\$40.55	\$7.70	\$14.75	\$0.00	\$63.00
	06/01/2019	\$41.55	\$7.70	\$14.75	\$0.00	\$64.00
	12/01/2019	\$42.55	\$7.70	\$14.75	\$0.00	\$65.00

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 2	12/01/2017	\$38.40	\$7.70	\$14.75	\$0.00	\$60.85
	06/01/2018	\$39.35	\$7.70	\$14.75	\$0.00	\$61.80
	12/01/2018	\$40.30	\$7.70	\$14.75	\$0.00	\$62.75
	06/01/2019	\$41.30	\$7.70	\$14.75	\$0.00	\$63.75
	12/01/2019	\$42.30	\$7.70	\$14.75	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 2	12/01/2017	\$38.65	\$7.70	\$14.75	\$0.00	\$61.10
	06/01/2018	\$39.60	\$7.70	\$14.75	\$0.00	\$62.05
	12/01/2018	\$40.55	\$7.70	\$14.75	\$0.00	\$63.00
	06/01/2019	\$41.55	\$7.70	\$14.75	\$0.00	\$64.00
	12/01/2019	\$42.55	\$7.70	\$14.75	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 2	12/01/2017	\$38.40	\$7.70	\$14.75	\$0.00	\$60.85
	06/01/2018	\$39.35	\$7.70	\$14.75	\$0.00	\$61.80
	12/01/2018	\$40.30	\$7.70	\$14.75	\$0.00	\$62.75
	06/01/2019	\$41.30	\$7.70	\$14.75	\$0.00	\$63.75
	12/01/2019	\$42.30	\$7.70	\$14.75	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 2	12/01/2017	\$37.65	\$7.70	\$14.75	\$0.00	\$60.10
	06/01/2018	\$38.60	\$7.70	\$14.75	\$0.00	\$61.05
	12/01/2018	\$39.55	\$7.70	\$14.75	\$0.00	\$62.00
	06/01/2019	\$40.55	\$7.70	\$14.75	\$0.00	\$63.00
	12/01/2019	\$41.55	\$7.70	\$14.75	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2017	\$61.98	\$9.90	\$21.15	\$0.00	\$93.03
	08/01/2018	\$65.20	\$9.90	\$21.15	\$0.00	\$96.25
	08/01/2019	\$68.52	\$9.90	\$21.15	\$0.00	\$99.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2017	\$44.27	\$9.90	\$21.15	\$0.00	\$75.32
	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2017	\$66.41	\$9.90	\$21.15	\$0.00	\$97.46
	08/01/2018	\$69.86	\$9.90	\$21.15	\$0.00	\$100.91
	08/01/2019	\$73.41	\$9.90	\$21.15	\$0.00	\$104.46
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2017	\$92.97	\$9.90	\$21.15	\$0.00	\$124.02
	08/01/2018	\$97.80	\$9.90	\$21.15	\$0.00	\$128.85
	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) ELECTRICIANS LOCAL 103	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"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ELECTRICIAN	03/01/2018	\$50.15	\$13.00	\$17.85	\$0.00	\$81.00
ELECTRICIANS LOCAL 103	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

Apprentice - ELECTRICIAN - Local 103

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

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.54	\$13.00	\$0.62	\$0.00	\$34.16
2	40	\$20.54	\$13.00	\$0.62	\$0.00	\$34.16
3	45	\$23.10	\$13.00	\$13.62	\$0.00	\$49.72
4	45	\$23.10	\$13.00	\$13.62	\$0.00	\$49.72
5	50	\$25.67	\$13.00	\$14.01	\$0.00	\$52.68
6	55	\$28.24	\$13.00	\$14.40	\$0.00	\$55.64
7	60	\$30.80	\$13.00	\$14.78	\$0.00	\$58.58
8	65	\$33.37	\$13.00	\$15.17	\$0.00	\$61.54
9	70	\$35.94	\$13.00	\$15.56	\$0.00	\$64.50
10	75	\$38.51	\$13.00	\$15.96	\$0.00	\$67.47

Notes: :

App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2018	\$57.62	\$15.43	\$16.61	\$0.00	\$89.66
ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2019	\$59.47	\$15.58	\$17.51	\$0.00	\$92.56
	01/01/2020	\$61.42	\$15.73	\$18.41	\$0.00	\$95.56
	01/01/2021	\$63.47	\$15.88	\$19.31	\$0.00	\$98.66
	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - ELEVATOR CONSTRUCTOR - Local 4						
Effective Date - 01/01/2018						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.81	\$15.43	\$0.00	\$0.00	\$44.24
2	55	\$31.69	\$15.43	\$16.61	\$0.00	\$63.73
3	65	\$37.45	\$15.43	\$16.61	\$0.00	\$69.49
4	70	\$40.33	\$15.43	\$16.61	\$0.00	\$72.37
5	80	\$46.10	\$15.43	\$16.61	\$0.00	\$78.14
Effective Date - 01/01/2019						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.74	\$15.58	\$0.00	\$0.00	\$45.32
2	55	\$32.71	\$15.58	\$17.51	\$0.00	\$65.80
3	65	\$38.66	\$15.58	\$17.51	\$0.00	\$71.75
4	70	\$41.63	\$15.58	\$17.51	\$0.00	\$74.72
5	80	\$47.58	\$15.58	\$17.51	\$0.00	\$80.67
Notes:						
Steps 1-2 are 6 mos.; Steps 3-5 are 1 year						
Apprentice to Journeyworker Ratio:1:1						
ELEVATOR CONSTRUCTOR HELPER	01/01/2018	\$40.33	\$15.43	\$16.61	\$0.00	\$72.37
ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2019	\$41.63	\$15.58	\$17.51	\$0.00	\$74.72
	01/01/2020	\$42.99	\$15.73	\$18.41	\$0.00	\$77.13
	01/01/2021	\$44.43	\$15.88	\$19.31	\$0.00	\$79.62
	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
LABORERS - ZONE 2	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	11/01/2017	\$42.88	\$10.00	\$15.25	\$0.00	\$68.13
OPERATING ENGINEERS LOCAL 4	05/01/2018	\$42.84	\$10.50	\$15.50	\$0.00	\$68.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	11/01/2017	\$44.34	\$10.00	\$15.25	\$0.00	\$69.59
OPERATING ENGINEERS LOCAL 4	05/01/2018	\$44.31	\$10.50	\$15.50	\$0.00	\$70.31
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	11/01/2017	\$22.83	\$10.00	\$15.25	\$0.00	\$48.08
OPERATING ENGINEERS LOCAL 4	05/01/2018	\$22.51	\$10.50	\$15.50	\$0.00	\$48.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	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 / COMMISSIONING <i>ELECTRICIANS</i> <i>LOCAL 103</i>	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>	12/01/2017	\$38.57	\$10.50	\$15.50	\$0.00	\$64.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	12/01/2017	\$21.50	\$7.70	\$13.60	\$0.00	\$42.80
	06/01/2018	\$21.50	\$7.70	\$13.60	\$0.00	\$42.80
	12/01/2018	\$22.50	\$7.70	\$13.60	\$0.00	\$43.80
	06/01/2019	\$22.50	\$7.70	\$13.60	\$0.00	\$43.80
	12/01/2019	\$23.50	\$7.70	\$13.60	\$0.00	\$44.80
	06/01/2020	\$23.50	\$7.70	\$13.60	\$0.00	\$44.80
	12/01/2020	\$24.50	\$7.70	\$13.60	\$0.00	\$45.80
	06/01/2021	\$24.50	\$7.70	\$13.60	\$0.00	\$45.80
	12/01/2021	\$24.50	\$7.70	\$13.60	\$0.00	\$45.80
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	03/01/2016	\$42.13	\$9.80	\$17.62	\$0.00	\$69.55

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.
% After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
Step 1&2 \$30.55/ 3&4 \$36.49/ 5&6 \$53.33/ 7&8 \$59.33

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$31.80	\$10.50	\$15.50	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 35 (ZONE 2)	01/01/2018	\$39.16	\$8.10	\$19.55	\$0.00	\$66.81
	07/01/2018	\$40.26	\$8.10	\$19.55	\$0.00	\$67.91
	01/01/2019	\$41.36	\$8.10	\$19.55	\$0.00	\$69.01
	07/01/2019	\$42.46	\$8.10	\$19.55	\$0.00	\$70.11
	01/01/2020	\$43.56	\$8.10	\$19.55	\$0.00	\$71.21
	07/01/2020	\$44.66	\$8.10	\$19.55	\$0.00	\$72.31
	01/01/2021	\$45.76	\$8.10	\$19.55	\$0.00	\$73.41

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.58	\$8.10	\$0.00	\$0.00	\$27.68
2	55	\$21.54	\$8.10	\$5.06	\$0.00	\$34.70
3	60	\$23.50	\$8.10	\$5.52	\$0.00	\$37.12
4	65	\$25.45	\$8.10	\$5.98	\$0.00	\$39.53
5	70	\$27.41	\$8.10	\$16.79	\$0.00	\$52.30
6	75	\$29.37	\$8.10	\$17.25	\$0.00	\$54.72
7	80	\$31.33	\$8.10	\$17.71	\$0.00	\$57.14
8	90	\$35.24	\$8.10	\$18.63	\$0.00	\$61.97

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.13	\$8.10	\$0.00	\$0.00	\$28.23
2	55	\$22.14	\$8.10	\$5.06	\$0.00	\$35.30
3	60	\$24.16	\$8.10	\$5.52	\$0.00	\$37.78
4	65	\$26.17	\$8.10	\$5.98	\$0.00	\$40.25
5	70	\$28.18	\$8.10	\$16.79	\$0.00	\$53.07
6	75	\$30.20	\$8.10	\$17.25	\$0.00	\$55.55
7	80	\$32.21	\$8.10	\$17.71	\$0.00	\$58.02
8	90	\$36.23	\$8.10	\$18.63	\$0.00	\$62.96

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
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Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$25.65	\$10.50	\$0.00	\$0.00	\$36.15
2	60	\$27.98	\$10.50	\$15.50	\$0.00	\$53.98
3	65	\$30.31	\$10.50	\$15.50	\$0.00	\$56.31
4	70	\$32.64	\$10.50	\$15.50	\$0.00	\$58.64
5	75	\$34.97	\$10.50	\$15.50	\$0.00	\$60.97
6	80	\$37.30	\$10.50	\$15.50	\$0.00	\$63.30
7	85	\$39.64	\$10.50	\$15.50	\$0.00	\$65.64
8	90	\$41.97	\$10.50	\$15.50	\$0.00	\$67.97

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2018	\$44.11	\$12.20	\$24.12	\$2.41	\$82.84
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	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	02/01/2018	\$44.11	\$12.20	\$24.12	\$2.41	\$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"						
HYDRAULIC DRILLS LABORERS - ZONE 2	12/01/2017	\$33.58	\$7.70	\$13.60	\$0.00	\$54.88
	06/01/2018	\$34.42	\$7.70	\$13.60	\$0.00	\$55.72
	12/01/2018	\$35.26	\$7.70	\$13.60	\$0.00	\$56.56
	06/01/2019	\$36.13	\$7.70	\$13.60	\$0.00	\$57.43
	12/01/2019	\$36.99	\$7.70	\$13.60	\$0.00	\$58.29
	06/01/2020	\$37.88	\$7.70	\$13.60	\$0.00	\$59.18
	12/01/2020	\$38.77	\$7.70	\$13.60	\$0.00	\$60.07
	06/01/2021	\$39.69	\$7.70	\$13.60	\$0.00	\$60.99
	12/01/2021	\$40.60	\$7.70	\$13.60	\$0.00	\$61.90
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

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

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	03/16/2017	\$44.65	\$7.80	\$20.85	\$0.00	\$73.30
IRONWORKERS LOCAL 7 (BOSTON AREA)						

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	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
LABORERS - ZONE 2	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
LABORER	12/01/2017	\$32.83	\$7.70	\$13.60	\$0.00	\$54.13
LABORERS - ZONE 2	06/01/2018	\$33.67	\$7.70	\$13.60	\$0.00	\$54.97
	12/01/2018	\$34.51	\$7.70	\$13.60	\$0.00	\$55.81
	06/01/2019	\$35.38	\$7.70	\$13.60	\$0.00	\$56.68
	12/01/2019	\$36.24	\$7.70	\$13.60	\$0.00	\$57.54
	06/01/2020	\$37.13	\$7.70	\$13.60	\$0.00	\$58.43
	12/01/2020	\$38.02	\$7.70	\$13.60	\$0.00	\$59.32
	06/01/2021	\$38.94	\$7.70	\$13.60	\$0.00	\$60.24
	12/01/2021	\$39.85	\$7.70	\$13.60	\$0.00	\$61.15

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.70	\$7.70	\$13.60	\$0.00	\$41.00
2	70	\$22.98	\$7.70	\$13.60	\$0.00	\$44.28
3	80	\$26.26	\$7.70	\$13.60	\$0.00	\$47.56
4	90	\$29.55	\$7.70	\$13.60	\$0.00	\$50.85

Effective Date - 06/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.20	\$7.70	\$13.60	\$0.00	\$41.50
2	70	\$23.57	\$7.70	\$13.60	\$0.00	\$44.87
3	80	\$26.94	\$7.70	\$13.60	\$0.00	\$48.24
4	90	\$30.30	\$7.70	\$13.60	\$0.00	\$51.60

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER	12/01/2017	\$32.83	\$7.70	\$13.60	\$0.00	\$54.13
LABORERS - ZONE 2	06/01/2018	\$33.67	\$7.70	\$13.60	\$0.00	\$54.97
	12/01/2018	\$34.51	\$7.70	\$13.60	\$0.00	\$55.81
	06/01/2019	\$35.38	\$7.70	\$13.60	\$0.00	\$56.68
	12/01/2019	\$36.24	\$7.70	\$13.60	\$0.00	\$57.54
	06/01/2020	\$37.13	\$7.70	\$13.60	\$0.00	\$58.43
	12/01/2020	\$38.02	\$7.70	\$13.60	\$0.00	\$59.32
	06/01/2021	\$38.94	\$7.70	\$13.60	\$0.00	\$60.24
	12/01/2021	\$39.85	\$7.70	\$13.60	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 2	12/01/2017	\$32.83	\$7.70	\$13.60	\$0.00	\$54.13
	06/01/2018	\$33.67	\$7.70	\$13.60	\$0.00	\$54.97
	12/01/2018	\$34.51	\$7.70	\$13.60	\$0.00	\$55.81
	06/01/2019	\$35.38	\$7.70	\$13.60	\$0.00	\$56.68
	12/01/2019	\$36.24	\$7.70	\$13.60	\$0.00	\$57.54
	06/01/2020	\$37.13	\$7.70	\$13.60	\$0.00	\$58.43
	12/01/2020	\$38.02	\$7.70	\$13.60	\$0.00	\$59.32
	06/01/2021	\$38.94	\$7.70	\$13.60	\$0.00	\$60.24
	12/01/2021	\$39.85	\$7.70	\$13.60	\$0.00	\$61.15
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 2	12/01/2017	\$33.03	\$7.70	\$13.55	\$0.00	\$54.28
	06/01/2018	\$33.87	\$7.70	\$13.55	\$0.00	\$55.12
	12/01/2018	\$34.71	\$7.70	\$13.55	\$0.00	\$55.96
	06/01/2019	\$35.58	\$7.70	\$13.55	\$0.00	\$56.83
	12/01/2019	\$36.44	\$7.70	\$13.55	\$0.00	\$57.69
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER LABORERS - ZONE 2	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER LABORERS - ZONE 2	12/01/2017	\$32.83	\$7.70	\$13.60	\$0.00	\$54.13
	06/01/2018	\$33.67	\$7.70	\$13.60	\$0.00	\$54.97
	12/01/2018	\$34.51	\$7.70	\$13.60	\$0.00	\$55.81
	06/01/2019	\$35.38	\$7.70	\$13.60	\$0.00	\$56.68
	12/01/2019	\$36.24	\$7.70	\$13.60	\$0.00	\$57.54
	06/01/2020	\$37.13	\$7.70	\$13.60	\$0.00	\$58.43
	12/01/2020	\$38.02	\$7.70	\$13.60	\$0.00	\$59.32
	06/01/2021	\$38.94	\$7.70	\$13.60	\$0.00	\$60.24
	12/01/2021	\$39.85	\$7.70	\$13.60	\$0.00	\$61.15
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER LABORERS - ZONE 2	12/01/2017	\$32.83	\$7.70	\$13.60	\$0.00	\$54.13
	06/01/2018	\$33.67	\$7.70	\$13.60	\$0.00	\$54.97
	12/01/2018	\$34.51	\$7.70	\$13.60	\$0.00	\$55.81
	06/01/2019	\$35.38	\$7.70	\$13.60	\$0.00	\$56.68
	12/01/2019	\$36.24	\$7.70	\$13.60	\$0.00	\$57.54
	06/01/2020	\$37.13	\$7.70	\$13.60	\$0.00	\$58.43
	12/01/2020	\$38.02	\$7.70	\$13.60	\$0.00	\$59.32
	06/01/2021	\$38.94	\$7.70	\$13.60	\$0.00	\$60.24
	12/01/2021	\$39.85	\$7.70	\$13.60	\$0.00	\$61.15

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"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LASER BEAM OPERATOR LABORERS - ZONE 2	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

MARBLE & TILE FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2018	\$39.82	\$10.75	\$18.34	\$0.00	\$68.91
	08/01/2018	\$40.90	\$10.75	\$18.47	\$0.00	\$70.12
	02/01/2019	\$41.41	\$10.75	\$18.47	\$0.00	\$70.63
	08/01/2019	\$42.49	\$10.75	\$18.61	\$0.00	\$71.85
	02/01/2020	\$43.00	\$10.75	\$18.61	\$0.00	\$72.36
	08/01/2020	\$44.08	\$10.75	\$18.76	\$0.00	\$73.59
	02/01/2021	\$44.59	\$10.75	\$18.76	\$0.00	\$74.10
	08/01/2021	\$45.71	\$10.75	\$18.92	\$0.00	\$75.38
	02/01/2022	\$46.18	\$10.75	\$18.92	\$0.00	\$75.85

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.91	\$10.75	\$18.34	\$0.00	\$49.00
2	60	\$23.89	\$10.75	\$18.34	\$0.00	\$52.98
3	70	\$27.87	\$10.75	\$18.34	\$0.00	\$56.96
4	80	\$31.86	\$10.75	\$18.34	\$0.00	\$60.95
5	90	\$35.84	\$10.75	\$18.34	\$0.00	\$64.93

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.45	\$10.75	\$18.47	\$0.00	\$49.67
2	60	\$24.54	\$10.75	\$18.47	\$0.00	\$53.76
3	70	\$28.63	\$10.75	\$18.47	\$0.00	\$57.85
4	80	\$32.72	\$10.75	\$18.47	\$0.00	\$61.94
5	90	\$36.81	\$10.75	\$18.47	\$0.00	\$66.03

Notes:

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE MASONS, TILELAYERS & TERRAZZO MECH BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2018	\$52.10	\$10.75	\$20.03	\$0.00	\$82.88
	08/01/2018	\$53.45	\$10.75	\$20.16	\$0.00	\$84.36
	02/01/2019	\$54.07	\$10.75	\$20.16	\$0.00	\$84.98
	08/01/2019	\$55.42	\$10.75	\$20.30	\$0.00	\$86.47
	02/01/2020	\$56.05	\$10.75	\$20.30	\$0.00	\$87.10
	08/01/2020	\$57.40	\$10.75	\$20.45	\$0.00	\$88.60
	02/01/2021	\$58.04	\$10.75	\$20.45	\$0.00	\$89.24
	08/01/2021	\$59.44	\$10.75	\$20.61	\$0.00	\$90.80
	02/01/2022	\$60.01	\$10.75	\$20.61	\$0.00	\$91.37

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.05	\$10.75	\$20.03	\$0.00	\$56.83
2	60	\$31.26	\$10.75	\$20.03	\$0.00	\$62.04
3	70	\$36.47	\$10.75	\$20.03	\$0.00	\$67.25
4	80	\$41.68	\$10.75	\$20.03	\$0.00	\$72.46
5	90	\$46.89	\$10.75	\$20.03	\$0.00	\$77.67

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.73	\$10.75	\$20.16	\$0.00	\$57.64
2	60	\$32.07	\$10.75	\$20.16	\$0.00	\$62.98
3	70	\$37.42	\$10.75	\$20.16	\$0.00	\$68.33
4	80	\$42.76	\$10.75	\$20.16	\$0.00	\$73.67
5	90	\$48.11	\$10.75	\$20.16	\$0.00	\$79.02

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2) 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
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Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 04/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$20.44	\$9.90	\$5.31	\$0.00	\$35.65
2	65	\$24.16	\$9.90	\$15.13	\$0.00	\$49.19
3	75	\$27.88	\$9.90	\$16.10	\$0.00	\$53.88
4	85	\$31.59	\$9.90	\$17.06	\$0.00	\$58.55

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER LABORERS - ZONE 2	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2017	\$23.24	\$10.50	\$15.50	\$0.00	\$49.24
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2017	\$27.40	\$10.50	\$15.50	\$0.00	\$53.40
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 2	01/01/2018	\$49.66	\$8.10	\$19.55	\$0.00	\$77.31
	07/01/2018	\$50.76	\$8.10	\$19.55	\$0.00	\$78.41
	01/01/2019	\$51.86	\$8.10	\$19.55	\$0.00	\$79.51
	07/01/2019	\$52.96	\$8.10	\$19.55	\$0.00	\$80.61
	01/01/2020	\$54.06	\$8.10	\$19.55	\$0.00	\$81.71
	07/01/2020	\$55.16	\$8.10	\$19.55	\$0.00	\$82.81
	01/01/2021	\$56.26	\$8.10	\$19.55	\$0.00	\$83.91

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.83	\$8.10	\$0.00	\$0.00	\$32.93
2	55	\$27.31	\$8.10	\$5.06	\$0.00	\$40.47
3	60	\$29.80	\$8.10	\$5.52	\$0.00	\$43.42
4	65	\$32.28	\$8.10	\$5.98	\$0.00	\$46.36
5	70	\$34.76	\$8.10	\$16.79	\$0.00	\$59.65
6	75	\$37.25	\$8.10	\$17.25	\$0.00	\$62.60
7	80	\$39.73	\$8.10	\$17.71	\$0.00	\$65.54
8	90	\$44.69	\$8.10	\$18.63	\$0.00	\$71.42

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.38	\$8.10	\$0.00	\$0.00	\$33.48
2	55	\$27.92	\$8.10	\$5.06	\$0.00	\$41.08
3	60	\$30.46	\$8.10	\$5.52	\$0.00	\$44.08
4	65	\$32.99	\$8.10	\$5.98	\$0.00	\$47.07
5	70	\$35.53	\$8.10	\$16.79	\$0.00	\$60.42
6	75	\$38.07	\$8.10	\$17.25	\$0.00	\$63.42
7	80	\$40.61	\$8.10	\$17.71	\$0.00	\$66.42
8	90	\$45.68	\$8.10	\$18.63	\$0.00	\$72.41

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2018	\$40.56	\$8.10	\$19.55	\$0.00	\$68.21
* If 30% or more of surfaces to be painted are new construction,	07/01/2018	\$41.66	\$8.10	\$19.55	\$0.00	\$69.31
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2019	\$42.76	\$8.10	\$19.55	\$0.00	\$70.41
	07/01/2019	\$43.86	\$8.10	\$19.55	\$0.00	\$71.51
	01/01/2020	\$44.96	\$8.10	\$19.55	\$0.00	\$72.61
	07/01/2020	\$46.06	\$8.10	\$19.55	\$0.00	\$73.71
	01/01/2021	\$47.16	\$8.10	\$19.55	\$0.00	\$74.81

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New
Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.28	\$8.10	\$0.00	\$0.00	\$28.38
2	55	\$22.31	\$8.10	\$5.06	\$0.00	\$35.47
3	60	\$24.34	\$8.10	\$5.52	\$0.00	\$37.96
4	65	\$26.36	\$8.10	\$5.98	\$0.00	\$40.44
5	70	\$28.39	\$8.10	\$16.79	\$0.00	\$53.28
6	75	\$30.42	\$8.10	\$17.25	\$0.00	\$55.77
7	80	\$32.45	\$8.10	\$17.71	\$0.00	\$58.26
8	90	\$36.50	\$8.10	\$18.63	\$0.00	\$63.23

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.83	\$8.10	\$0.00	\$0.00	\$28.93
2	55	\$22.91	\$8.10	\$5.06	\$0.00	\$36.07
3	60	\$25.00	\$8.10	\$5.52	\$0.00	\$38.62
4	65	\$27.08	\$8.10	\$5.98	\$0.00	\$41.16
5	70	\$29.16	\$8.10	\$16.79	\$0.00	\$54.05
6	75	\$31.25	\$8.10	\$17.25	\$0.00	\$56.60
7	80	\$33.33	\$8.10	\$17.71	\$0.00	\$59.14
8	90	\$37.49	\$8.10	\$18.63	\$0.00	\$64.22

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2018	\$38.62	\$8.10	\$19.55	\$0.00	\$66.27
PAINTERS LOCAL 35 - ZONE 2	07/01/2018	\$39.72	\$8.10	\$19.55	\$0.00	\$67.37
	01/01/2019	\$40.82	\$8.10	\$19.55	\$0.00	\$68.47
	07/01/2019	\$41.92	\$8.10	\$19.55	\$0.00	\$69.57
	01/01/2020	\$43.02	\$8.10	\$19.55	\$0.00	\$70.67
	07/01/2020	\$44.12	\$8.10	\$19.55	\$0.00	\$71.77
	01/01/2021	\$45.22	\$8.10	\$19.55	\$0.00	\$72.87

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.31	\$8.10	\$0.00	\$0.00	\$27.41
2	55	\$21.24	\$8.10	\$5.06	\$0.00	\$34.40
3	60	\$23.17	\$8.10	\$5.52	\$0.00	\$36.79
4	65	\$25.10	\$8.10	\$5.98	\$0.00	\$39.18
5	70	\$27.03	\$8.10	\$16.79	\$0.00	\$51.92
6	75	\$28.97	\$8.10	\$17.25	\$0.00	\$54.32
7	80	\$30.90	\$8.10	\$17.71	\$0.00	\$56.71
8	90	\$34.76	\$8.10	\$18.63	\$0.00	\$61.49

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.86	\$8.10	\$0.00	\$0.00	\$27.96
2	55	\$21.85	\$8.10	\$5.06	\$0.00	\$35.01
3	60	\$23.83	\$8.10	\$5.52	\$0.00	\$37.45
4	65	\$25.82	\$8.10	\$5.98	\$0.00	\$39.90
5	70	\$27.80	\$8.10	\$16.79	\$0.00	\$52.69
6	75	\$29.79	\$8.10	\$17.25	\$0.00	\$55.14
7	80	\$31.78	\$8.10	\$17.71	\$0.00	\$57.59
8	90	\$35.75	\$8.10	\$18.63	\$0.00	\$62.48

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)	12/01/2017	\$32.83	\$7.70	\$13.60	\$0.00	\$54.13
LABORERS - ZONE 2	06/01/2018	\$33.67	\$7.70	\$13.60	\$0.00	\$54.97
	12/01/2018	\$34.51	\$7.70	\$13.60	\$0.00	\$55.81
	06/01/2019	\$35.38	\$7.70	\$13.60	\$0.00	\$56.68
	12/01/2019	\$36.24	\$7.70	\$13.60	\$0.00	\$57.54
	06/01/2020	\$37.13	\$7.70	\$13.60	\$0.00	\$58.43
	12/01/2020	\$38.02	\$7.70	\$13.60	\$0.00	\$59.32
	06/01/2021	\$38.94	\$7.70	\$13.60	\$0.00	\$60.24
	12/01/2021	\$39.85	\$7.70	\$13.60	\$0.00	\$61.15

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *	01/01/2018	\$39.16	\$8.10	\$19.55	\$0.00	\$66.81
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2018	\$40.26	\$8.10	\$19.55	\$0.00	\$67.91
	01/01/2019	\$41.36	\$8.10	\$19.55	\$0.00	\$69.01
	07/01/2019	\$42.46	\$8.10	\$19.55	\$0.00	\$70.11
	01/01/2020	\$43.56	\$8.10	\$19.55	\$0.00	\$71.21
	07/01/2020	\$44.66	\$8.10	\$19.55	\$0.00	\$72.31
	01/01/2021	\$45.76	\$8.10	\$19.55	\$0.00	\$73.41

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.58	\$8.10	\$0.00	\$0.00	\$27.68
2	55	\$21.54	\$8.10	\$5.06	\$0.00	\$34.70
3	60	\$23.50	\$8.10	\$5.52	\$0.00	\$37.12
4	65	\$25.45	\$8.10	\$5.98	\$0.00	\$39.53
5	70	\$27.41	\$8.10	\$16.79	\$0.00	\$52.30
6	75	\$29.37	\$8.10	\$17.25	\$0.00	\$54.72
7	80	\$31.33	\$8.10	\$17.71	\$0.00	\$57.14
8	90	\$35.24	\$8.10	\$18.63	\$0.00	\$61.97

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.13	\$8.10	\$0.00	\$0.00	\$28.23
2	55	\$22.14	\$8.10	\$5.06	\$0.00	\$35.30
3	60	\$24.16	\$8.10	\$5.52	\$0.00	\$37.78
4	65	\$26.17	\$8.10	\$5.98	\$0.00	\$40.25
5	70	\$28.18	\$8.10	\$16.79	\$0.00	\$53.07
6	75	\$30.20	\$8.10	\$17.25	\$0.00	\$55.55
7	80	\$32.21	\$8.10	\$17.71	\$0.00	\$58.02
8	90	\$36.23	\$8.10	\$18.63	\$0.00	\$62.96

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2018	\$37.22	\$8.10	\$19.55	\$0.00	\$64.87
PAINTERS LOCAL 35 - ZONE 2	07/01/2018	\$38.32	\$8.10	\$19.55	\$0.00	\$65.97
	01/01/2019	\$39.42	\$8.10	\$19.55	\$0.00	\$67.07
	07/01/2019	\$40.52	\$8.10	\$19.55	\$0.00	\$68.17
	01/01/2020	\$41.62	\$8.10	\$19.55	\$0.00	\$69.27
	07/01/2020	\$42.72	\$8.10	\$19.55	\$0.00	\$70.37
	01/01/2021	\$43.82	\$8.10	\$19.55	\$0.00	\$71.47

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.61	\$8.10	\$0.00	\$0.00	\$26.71
2	55	\$20.47	\$8.10	\$5.06	\$0.00	\$33.63
3	60	\$22.33	\$8.10	\$5.52	\$0.00	\$35.95
4	65	\$24.19	\$8.10	\$5.98	\$0.00	\$38.27
5	70	\$26.05	\$8.10	\$16.79	\$0.00	\$50.94
6	75	\$27.92	\$8.10	\$17.25	\$0.00	\$53.27
7	80	\$29.78	\$8.10	\$17.71	\$0.00	\$55.59
8	90	\$33.50	\$8.10	\$18.63	\$0.00	\$60.23

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.16	\$8.10	\$0.00	\$0.00	\$27.26
2	55	\$21.08	\$8.10	\$5.06	\$0.00	\$34.24
3	60	\$22.99	\$8.10	\$5.52	\$0.00	\$36.61
4	65	\$24.91	\$8.10	\$5.98	\$0.00	\$38.99
5	70	\$26.82	\$8.10	\$16.79	\$0.00	\$51.71
6	75	\$28.74	\$8.10	\$17.25	\$0.00	\$54.09
7	80	\$30.66	\$8.10	\$17.71	\$0.00	\$56.47
8	90	\$34.49	\$8.10	\$18.63	\$0.00	\$61.22

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)	08/01/2017	\$44.27	\$9.90	\$21.15	\$0.00	\$75.32
	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2017	\$44.27	\$9.90	\$21.15	\$0.00	\$75.32
	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99

Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.14	\$9.90	\$21.15	\$0.00	\$53.19
2	60	\$26.56	\$9.90	\$21.15	\$0.00	\$57.61
3	70	\$30.99	\$9.90	\$21.15	\$0.00	\$62.04
4	75	\$33.20	\$9.90	\$21.15	\$0.00	\$64.25
5	80	\$35.42	\$9.90	\$21.15	\$0.00	\$66.47
6	80	\$35.42	\$9.90	\$21.15	\$0.00	\$66.47
7	90	\$39.84	\$9.90	\$21.15	\$0.00	\$70.89
8	90	\$39.84	\$9.90	\$21.15	\$0.00	\$70.89

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.29	\$9.90	\$21.15	\$0.00	\$54.34
2	60	\$27.94	\$9.90	\$21.15	\$0.00	\$58.99
3	70	\$32.60	\$9.90	\$21.15	\$0.00	\$63.65
4	75	\$34.93	\$9.90	\$21.15	\$0.00	\$65.98
5	80	\$37.26	\$9.90	\$21.15	\$0.00	\$68.31
6	80	\$37.26	\$9.90	\$21.15	\$0.00	\$68.31
7	90	\$41.91	\$9.90	\$21.15	\$0.00	\$72.96
8	90	\$41.91	\$9.90	\$21.15	\$0.00	\$72.96

Notes:

Apprentice to Journeyworker Ratio:1:5

PIPEFITTER & STEAMFITTER	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
<i>PIPEFITTERS LOCAL 537</i>						

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:**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
LABORERS - ZONE 2	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

PLUMBERS & GASFITTERS	03/01/2018	\$54.69	\$11.57	\$15.76	\$0.00	\$82.02
PLUMBERS & GASFITTERS LOCAL 12	09/01/2018	\$56.19	\$11.57	\$15.76	\$0.00	\$83.52
	03/01/2019	\$57.69	\$11.57	\$15.76	\$0.00	\$85.02
	09/01/2019	\$59.19	\$11.57	\$15.76	\$0.00	\$86.52
	03/01/2020	\$60.69	\$11.57	\$15.76	\$0.00	\$88.02
	09/01/2020	\$62.19	\$11.57	\$15.76	\$0.00	\$89.52
	03/01/2021	\$63.69	\$11.57	\$15.76	\$0.00	\$91.02

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.14	\$11.57	\$5.72	\$0.00	\$36.43
2	40	\$21.88	\$11.57	\$6.49	\$0.00	\$39.94
3	55	\$30.08	\$11.57	\$8.81	\$0.00	\$50.46
4	65	\$35.55	\$11.57	\$10.36	\$0.00	\$57.48
5	75	\$41.02	\$11.57	\$11.90	\$0.00	\$64.49

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.67	\$11.57	\$5.72	\$0.00	\$36.96
2	40	\$22.48	\$11.57	\$6.49	\$0.00	\$40.54
3	55	\$30.90	\$11.57	\$8.82	\$0.00	\$51.29
4	65	\$36.52	\$11.57	\$10.36	\$0.00	\$58.45
5	75	\$42.14	\$11.57	\$11.90	\$0.00	\$65.61

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$61.00, Step5 with lic\$67.99

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"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2017	\$33.83	\$7.70	\$13.60	\$0.00	\$55.13
	06/01/2018	\$34.67	\$7.70	\$13.60	\$0.00	\$55.97
	12/01/2018	\$35.51	\$7.70	\$13.60	\$0.00	\$56.81
	06/01/2019	\$36.38	\$7.70	\$13.60	\$0.00	\$57.68
	12/01/2019	\$37.24	\$7.70	\$13.60	\$0.00	\$58.54
	06/01/2020	\$38.13	\$7.70	\$13.60	\$0.00	\$59.43
	12/01/2020	\$39.02	\$7.70	\$13.60	\$0.00	\$60.32
	06/01/2021	\$39.94	\$7.70	\$13.60	\$0.00	\$61.24
	12/01/2021	\$40.85	\$7.70	\$13.60	\$0.00	\$62.15
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$31.80	\$10.50	\$15.50	\$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) <i>TEAMSTERS LOCAL 25c</i>	07/01/2017	\$28.18	\$8.48	\$9.72	\$0.00	\$46.38
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25c</i>	07/01/2017	\$29.48	\$8.48	\$9.72	\$0.00	\$47.68
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg)	02/01/2018	\$42.36	\$11.35	\$14.80	\$0.00	\$68.51
ROOFERS LOCAL 33	08/01/2018	\$43.46	\$11.35	\$14.80	\$0.00	\$69.61
	02/01/2019	\$44.61	\$11.35	\$14.80	\$0.00	\$70.76

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$11.35	\$3.44	\$0.00	\$35.97
2	60	\$25.42	\$11.35	\$14.80	\$0.00	\$51.57
3	65	\$27.53	\$11.35	\$14.80	\$0.00	\$53.68
4	75	\$31.77	\$11.35	\$14.80	\$0.00	\$57.92
5	85	\$36.01	\$11.35	\$14.80	\$0.00	\$62.16

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.73	\$11.35	\$3.44	\$0.00	\$36.52
2	60	\$26.08	\$11.35	\$14.80	\$0.00	\$52.23
3	65	\$28.25	\$11.35	\$14.80	\$0.00	\$54.40
4	75	\$32.60	\$11.35	\$14.80	\$0.00	\$58.75
5	85	\$36.94	\$11.35	\$14.80	\$0.00	\$63.09

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	02/01/2018	\$42.61	\$11.35	\$14.80	\$0.00	\$68.76
ROOFERS LOCAL 33	08/01/2018	\$43.71	\$11.35	\$14.80	\$0.00	\$69.86
	02/01/2019	\$44.86	\$11.35	\$14.80	\$0.00	\$71.01

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER	02/01/2018	\$44.11	\$12.20	\$24.12	\$2.41	\$82.84
SHEETMETAL WORKERS LOCAL 17 - A						

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-A
Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.64	\$12.20	\$5.61	\$0.00	\$35.45
2	40	\$17.64	\$12.20	\$5.61	\$0.00	\$35.45
3	45	\$19.85	\$12.20	\$10.85	\$1.29	\$44.19
4	45	\$19.85	\$12.20	\$10.85	\$1.29	\$44.19
5	50	\$22.06	\$12.20	\$11.80	\$1.38	\$47.44
6	50	\$22.06	\$12.20	\$12.05	\$1.39	\$47.70
7	60	\$26.47	\$12.20	\$13.70	\$1.57	\$53.94
8	65	\$28.67	\$12.20	\$14.65	\$1.67	\$57.19
9	75	\$33.08	\$12.20	\$16.56	\$1.86	\$63.70
10	85	\$37.49	\$12.20	\$17.96	\$2.03	\$69.68

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						

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	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B						
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	12/01/2016	\$32.73	\$10.91	\$10.89	\$0.00	\$54.53
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPRINKLER FITTER	03/01/2018	\$57.78	\$9.12	\$18.15	\$0.00	\$85.05
SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1	10/01/2018	\$59.28	\$9.12	\$18.15	\$0.00	\$86.55
	01/01/2019	\$59.28	\$9.47	\$18.35	\$0.00	\$87.10
	03/01/2019	\$60.78	\$9.47	\$18.35	\$0.00	\$88.60
	10/01/2019	\$62.28	\$9.47	\$18.35	\$0.00	\$90.10
	03/01/2020	\$63.78	\$9.47	\$18.35	\$0.00	\$91.60
	10/01/2020	\$65.28	\$9.47	\$18.35	\$0.00	\$93.10
	03/01/2021	\$66.78	\$9.47	\$18.35	\$0.00	\$94.60

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.22	\$9.12	\$8.90	\$0.00	\$38.24
2	40	\$23.11	\$9.12	\$8.90	\$0.00	\$41.13
3	45	\$26.00	\$9.12	\$8.90	\$0.00	\$44.02
4	50	\$28.89	\$9.12	\$8.90	\$0.00	\$46.91
5	55	\$31.78	\$9.12	\$8.90	\$0.00	\$49.80
6	60	\$34.67	\$9.12	\$10.40	\$0.00	\$54.19
7	65	\$37.56	\$9.12	\$10.40	\$0.00	\$57.08
8	70	\$40.45	\$9.12	\$10.40	\$0.00	\$59.97
9	75	\$43.34	\$9.12	\$10.40	\$0.00	\$62.86
10	80	\$46.22	\$9.12	\$10.40	\$0.00	\$65.74

Effective Date - 10/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.75	\$9.12	\$8.90	\$0.00	\$38.77
2	40	\$23.71	\$9.12	\$8.90	\$0.00	\$41.73
3	45	\$26.68	\$9.12	\$8.90	\$0.00	\$44.70
4	50	\$29.64	\$9.12	\$8.90	\$0.00	\$47.66
5	55	\$32.60	\$9.12	\$8.90	\$0.00	\$50.62
6	60	\$35.57	\$9.12	\$10.40	\$0.00	\$55.09
7	65	\$38.53	\$9.12	\$10.40	\$0.00	\$58.05
8	70	\$41.50	\$9.12	\$10.40	\$0.00	\$61.02
9	75	\$44.46	\$9.12	\$10.40	\$0.00	\$63.98
10	80	\$47.42	\$9.12	\$10.40	\$0.00	\$66.94

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	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
OPERATING ENGINEERS LOCAL 4						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
OPERATING ENGINEERS LOCAL 4						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	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 - 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

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.40	\$13.00	\$0.46	\$0.00	\$28.86
2	40	\$15.40	\$13.00	\$0.46	\$0.00	\$28.86
3	45	\$17.33	\$13.00	\$12.75	\$0.00	\$43.08
4	45	\$17.33	\$13.00	\$12.75	\$0.00	\$43.08
5	50	\$19.26	\$13.00	\$13.05	\$0.00	\$45.31
6	55	\$21.18	\$13.00	\$13.34	\$0.00	\$47.52
7	60	\$23.11	\$13.00	\$13.62	\$0.00	\$49.73
8	65	\$25.03	\$13.00	\$13.92	\$0.00	\$51.95
9	70	\$26.96	\$13.00	\$14.21	\$0.00	\$54.17
10	75	\$28.88	\$13.00	\$14.50	\$0.00	\$56.38

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2018	\$51.00	\$10.75	\$20.03	\$0.00	\$81.78
	08/01/2018	\$52.35	\$10.75	\$20.16	\$0.00	\$83.26
	02/01/2019	\$52.99	\$10.75	\$20.16	\$0.00	\$83.90
	08/01/2019	\$54.34	\$10.75	\$20.30	\$0.00	\$85.39
	02/01/2020	\$54.98	\$10.75	\$20.30	\$0.00	\$86.03
	08/01/2020	\$56.33	\$10.75	\$20.45	\$0.00	\$87.53
	02/01/2021	\$56.97	\$10.75	\$20.45	\$0.00	\$88.17
	08/01/2021	\$58.37	\$10.75	\$20.61	\$0.00	\$89.73
	02/01/2022	\$58.96	\$10.75	\$20.61	\$0.00	\$90.32

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile							
Effective Date - 02/01/2018							
Step	percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50		\$25.50	\$10.75	\$20.03	\$0.00	\$56.28
2	60		\$30.60	\$10.75	\$20.03	\$0.00	\$61.38
3	70		\$35.70	\$10.75	\$20.03	\$0.00	\$66.48
4	80		\$40.80	\$10.75	\$20.03	\$0.00	\$71.58
5	90		\$45.90	\$10.75	\$20.03	\$0.00	\$76.68
Notes:							
Apprentice to Journeyworker Ratio:1:3							
TEST BORING DRILLER							
<i>LABORERS - FOUNDATION AND MARINE</i>							
		12/01/2017	\$38.85	\$7.70	\$14.95	\$0.00	\$61.50
		06/01/2018	\$39.80	\$7.70	\$14.95	\$0.00	\$62.45
		12/01/2018	\$40.75	\$7.70	\$14.95	\$0.00	\$63.40
		06/01/2019	\$41.75	\$7.70	\$14.95	\$0.00	\$64.40
		12/01/2019	\$42.75	\$7.70	\$14.95	\$0.00	\$65.40
		06/01/2020	\$43.74	\$7.70	\$14.95	\$0.00	\$66.39
		12/01/2020	\$44.72	\$7.70	\$14.95	\$0.00	\$67.37
		06/01/2021	\$45.74	\$7.70	\$14.95	\$0.00	\$68.39
		12/01/2021	\$46.75	\$7.70	\$14.95	\$0.00	\$69.40
For apprentice rates see "Apprentice- LABORER"							
TEST BORING DRILLER HELPER							
<i>LABORERS - FOUNDATION AND MARINE</i>							
		12/01/2017	\$37.57	\$7.70	\$14.95	\$0.00	\$60.22
		06/01/2018	\$38.52	\$7.70	\$14.95	\$0.00	\$61.17
		12/01/2018	\$39.47	\$7.70	\$14.95	\$0.00	\$62.12
		06/01/2019	\$40.47	\$7.70	\$14.95	\$0.00	\$63.12
		12/01/2019	\$41.47	\$7.70	\$14.95	\$0.00	\$64.12
		06/01/2020	\$42.46	\$7.70	\$14.95	\$0.00	\$65.11
		12/01/2020	\$43.44	\$7.70	\$14.95	\$0.00	\$66.09
		06/01/2021	\$44.46	\$7.70	\$14.95	\$0.00	\$67.11
		12/01/2021	\$45.47	\$7.70	\$14.95	\$0.00	\$68.12
For apprentice rates see "Apprentice- LABORER"							
TEST BORING LABORER							
<i>LABORERS - FOUNDATION AND MARINE</i>							
		12/01/2017	\$37.45	\$7.70	\$14.95	\$0.00	\$60.10
		06/01/2018	\$38.40	\$7.70	\$14.95	\$0.00	\$61.05
		12/01/2018	\$39.35	\$7.70	\$14.95	\$0.00	\$62.00
		06/01/2019	\$40.35	\$7.70	\$14.95	\$0.00	\$63.00
		12/01/2019	\$41.35	\$7.70	\$14.95	\$0.00	\$64.00
		06/01/2020	\$42.34	\$7.70	\$14.95	\$0.00	\$64.99
		12/01/2020	\$43.32	\$7.70	\$14.95	\$0.00	\$65.97
		06/01/2021	\$44.34	\$7.70	\$14.95	\$0.00	\$66.99
		12/01/2021	\$45.35	\$7.70	\$14.95	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"							
TRACTORS/PORTABLE STEAM GENERATORS							
<i>OPERATING ENGINEERS LOCAL 4</i>							
		12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$33.02	\$10.91	\$10.89	\$0.00	\$54.82
TUNNEL WORK - COMPRESSED AIR LABORERS (COMPRESSED AIR)	12/01/2017	\$49.73	\$7.70	\$15.35	\$0.00	\$72.78
	06/01/2018	\$50.68	\$7.70	\$15.35	\$0.00	\$73.73
	12/01/2018	\$51.63	\$7.70	\$15.35	\$0.00	\$74.68
	06/01/2019	\$52.63	\$7.70	\$15.35	\$0.00	\$75.68
	12/01/2019	\$53.63	\$7.70	\$15.35	\$0.00	\$76.68
	06/01/2020	\$54.62	\$7.70	\$15.35	\$0.00	\$77.67
	12/01/2020	\$55.60	\$7.70	\$15.35	\$0.00	\$78.65
	06/01/2021	\$56.62	\$7.70	\$15.35	\$0.00	\$79.67
	12/01/2021	\$57.63	\$7.70	\$15.35	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS (COMPRESSED AIR)	12/01/2017	\$51.73	\$7.70	\$15.35	\$0.00	\$74.78
	06/01/2018	\$52.68	\$7.70	\$15.35	\$0.00	\$75.73
	12/01/2018	\$53.63	\$7.70	\$15.35	\$0.00	\$76.68
	06/01/2019	\$54.63	\$7.70	\$15.35	\$0.00	\$77.68
	12/01/2019	\$55.63	\$7.70	\$15.35	\$0.00	\$78.68
	06/01/2020	\$56.62	\$7.70	\$15.35	\$0.00	\$79.67
	12/01/2020	\$57.60	\$7.70	\$15.35	\$0.00	\$80.65
	06/01/2021	\$58.62	\$7.70	\$15.35	\$0.00	\$81.67
	12/01/2021	\$59.63	\$7.70	\$15.35	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR LABORERS (FREE AIR TUNNEL)	12/01/2017	\$41.80	\$7.70	\$15.35	\$0.00	\$64.85
	06/01/2018	\$42.75	\$7.70	\$15.35	\$0.00	\$65.80
	12/01/2018	\$43.70	\$7.70	\$15.35	\$0.00	\$66.75
	06/01/2019	\$44.70	\$7.70	\$15.35	\$0.00	\$67.75
	12/01/2019	\$45.70	\$7.70	\$15.35	\$0.00	\$68.75
	06/01/2020	\$46.69	\$7.70	\$15.35	\$0.00	\$69.74
	12/01/2020	\$47.67	\$7.70	\$15.35	\$0.00	\$70.72
	06/01/2021	\$48.69	\$7.70	\$15.35	\$0.00	\$71.74
	12/01/2021	\$49.70	\$7.70	\$15.35	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS (FREE AIR TUNNEL)	12/01/2017	\$43.80	\$7.70	\$15.35	\$0.00	\$66.85
	06/01/2018	\$44.75	\$7.70	\$15.35	\$0.00	\$67.80
	12/01/2018	\$45.70	\$7.70	\$15.35	\$0.00	\$68.75
	06/01/2019	\$46.70	\$7.70	\$15.35	\$0.00	\$69.75
	12/01/2019	\$47.70	\$7.70	\$15.35	\$0.00	\$70.75
	06/01/2020	\$48.69	\$7.70	\$15.35	\$0.00	\$71.74
	12/01/2020	\$49.67	\$7.70	\$15.35	\$0.00	\$72.72
	06/01/2021	\$50.69	\$7.70	\$15.35	\$0.00	\$73.74
	12/01/2021	\$51.70	\$7.70	\$15.35	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WAGON DRILL OPERATOR LABORERS - ZONE 2	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER PLUMBERS & GASFITTERS LOCAL 12	03/01/2018	\$54.69	\$11.57	\$15.76	\$0.00	\$82.02
	09/01/2018	\$56.19	\$11.57	\$15.76	\$0.00	\$83.52
	03/01/2019	\$57.69	\$11.57	\$15.76	\$0.00	\$85.02
	09/01/2019	\$59.19	\$11.57	\$15.76	\$0.00	\$86.52
	03/01/2020	\$60.69	\$11.57	\$15.76	\$0.00	\$88.02
	09/01/2020	\$62.19	\$11.57	\$15.76	\$0.00	\$89.52
	03/01/2021	\$63.69	\$11.57	\$15.76	\$0.00	\$91.02
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

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.

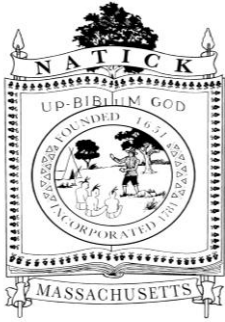
**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

ITEM TITLE: Director of Community & Economic Development: CRT

ITEM SUMMARY: a. Status of Easements and Related Land Issues
b. CRT Advisory Committee Composition Status Update
c. Bridge Naming Rights Legislation
d. Project Budget
e. Approve Traffic Control Agreement with MassDOT for Bike Path Construction for the CRT

ATTACHMENTS:

Description	Upload Date	Type
Memo RE ROW-J. Errickson	6/21/2018	Cover Memo
Requested Votes	6/21/2018	Cover Memo
Motions for Votes	6/21/2018	Cover Memo
Matrix	6/21/2018	Cover Memo
329 Speen-Team Speen-Cert of Donation	6/21/2018	Cover Memo
329 Speen-Team Speen-Grant of Easement	6/21/2018	Cover Memo
5 Commonwealth-Omni-Grant of Easement	6/21/2018	Cover Memo
5 Commonwealth-Omni-Trustee Certificate	6/21/2018	Cover Memo
1065 Worcester-Exponent-Cert of Donation	6/21/2018	Cover Memo
1065 Worcester-Exponent-Grant of Easement	6/21/2018	Cover Memo
1065 Worcester-Exponent-Cert of Secretary	6/21/2018	Cover Memo
1 Superior-AmVets-Cert of Donation	6/21/2018	Cover Memo
1 Superior-AmVets-Grant of Easement	6/21/2018	Cover Memo
1 Superior-AmVets-Cert of Beneficiaries	6/21/2018	Cover Memo
324 Beacon-Town of Natick-Dedication of Use	6/21/2018	Cover Memo
322 Bacon-Town of Natick-Dedication of Use	6/21/2018	Cover Memo
1076 Worcester-Town of Natick DPW-Right of Entry	6/21/2018	Cover Memo
330 Speen-Natick Mall-Right of Entry	6/21/2018	Cover Memo
82 N Main-Town of Natick-Dedication of Use	6/21/2018	Cover Memo
84 N Main-MCFREF-Right of Entry	6/21/2018	Cover Memo
MaDOT Agreement	6/21/2018	Cover Memo



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

MEMORANDUM

To: Amy Mistrot, Chair, Board of Selectmen (BOS)

From: Jamie Errickson, Director

CC: Mark Coviello, Project Manager
Karis North, MHTL

Date: June 21, 2018

RE: Cochituate Rail Trail (CRT) Right of Way (ROW)

On June 25, the BOS will be asked to execute a number of actions to secure the Right of Way (ROW) necessary for the Cochituate Rail Trail compliant with MassDOT and Federal standards/requirements.

Attached to this memo is a more detailed set of motions and votes to be executed by the Board, as well as a matrix providing a more comprehensive breakdown of the properties, types of easements, associated acquisition costs (if any), acquisition process, and other pertinent details.

In brief, the following votes will be requested:

- Vote to accept and sign Grant of Permanent and/or Temporary Easements to the Town of Natick for various properties;
- Vote to pay the appraised value for such Grant of Easements for two (2) properties;
- Vote to accept and allow the Chair of the Board of Selectmen to sign any Certificates of Donation to the Town of Natick for various properties;
- Vote to declare and dedicate portions of the Town-owned parcels for construction purposes and for perpetual public access, public ways and public sidewalks;
- Vote to grant a Right of Entry to the Town of Natick for temporary construction easements on town-owned property, and accept such grant on behalf of the Town of Natick;
- Vote to accept the Right of Entry for temporary construction easements granted to the Town of Natick for various properties.

As noted above, more complete language for each property is outlined on the attached document titled *MOTIONS - 6-25-18 BOS MEETING for COCHITUATE RAIL TRAIL* provided by Karis North from MHTL.

Also included are the following documents that relate to the various votes by address and in order of the Motion provided:

- 329 Speen Street (Team Speen LLC)
 - Signed Certificate of Donation Form
 - Signed Grant of Easement
- 5 Commonwealth Road (Omni Realty Trust)
 - Signed Grant of Easement
- 1065 Worcester Street (Exponent)
 - Signed Certificate of Donation Form
 - Signed Grant of Easement
- 1 Superior Drive (AM Vets)
 - Signed Certificate of Donation Form
 - Signed Grant of Easement
- 324 Bacon Street (Town of Natick)
 - Dedication of Use document
- 322 Bacon Street (Town of Natick)
 - Dedication of Use document
- 1076 Worcester Street (Town of Natick)
 - Right of Entry Form
- 330 Speen Street (GGP - Natick Mall)
 - Right of Entry Form
- 341/342 Speen Street (Home Depot) – **pending receipt**
 - Signed Grant of Easement
- 82 North Main Street (Town of Natick) – **pending deed execution**
 - Dedication of Use document
- 84 North Main Street (MCREF Natick Development) – **pending receipt**
 - Right of Entry Form

As noted above, the attached matrix provides a more comprehensive breakdown of the properties, types of easements, associated acquisition costs (if any), acquisition process, and other pertinent details.

Staff and counsel will be on hand on June 25 to run through the vote process, the enclosed materials, and answer any questions regarding these actions.

Please let me know if you have any questions.

Agenda- Cochituate Rail Trail

In connection with the CRT project: vote to accept and sign grants of permanent and temporary easements; vote to pay appraised value for certain grants of permanent and temporary easements; vote to accept and allow the Chair to sign Certificates of Donation for certain grants of easements; vote to declare and dedicate portions of Town-owned parcels for construction purposes, perpetual public access, public ways, and public sidewalks; vote to grant a Right of Entry to the Town for temporary construction easements on town-owned property, and to accept such grant on behalf of the Town; vote to accept Rights of Entry for temporary construction easements on various privately owned parcels; for the properties located at:

- 329 Speen Street/Team Speen LLC
- 5 Commonwealth Road/Omni Realty Trust
- 1065 Worcester Road/Exponent, Inc.
- 1 Superior Drive/AmVets Post #79, Natick, Inc.
- 324 Bacon Street/Natick Inhabitants of the Town
- 322 Bacon Street/Natick Inhabitants of the Town
- 1076 Worcester Street/Natick Inhabitants of the Town
- 330 Speen Street
- 341/342 Speen Street/HD Development of MD
- 82 North Main Street/MCREF Natick Development LLC/Natick Inhabitants of the Town
- 84 North Main Street/MCREF Natick Development LLC

MOTIONS - 6-25-18 BOS MEETING for COCHITUATE RAIL TRAIL

I. COMPLETED

A. 329 Speen Street/Team Speen LLC

Move that for the property located at 329 Speen Street, Natick, MA, in connection with the Town's Cochituate Rail Trail project and under the authority granted to the Board of Selectmen under Article 26 of the 2018 Spring Annual Town Meeting, the Board of Selectmen:

1. Vote to accept and sign the Grant of Permanent and Temporary Easements from Team Speen LLC to the Town of Natick; and,
2. Vote to accept and allow the Chair of the Board of Selectmen to sign the Certificate of Donation from Team Speen LLC to the Town of Natick.

B. 5 Commonwealth Road/Omni Realty Trust

Move that for the property located at 5 Commonwealth Road, Natick, MA, in connection with the Town's Cochituate Rail Trail project and under the authority granted to the Board of Selectmen under Article 26 of the 2018 Spring Annual Town Meeting, the Board of Selectmen:

1. Vote to accept and sign the Grant of Permanent and Temporary Easements from Omni Realty Trust to the Town of Natick; and,
2. Vote to pay Omni Realty Trust the appraised value for such Grant, of \$22,700.00.

C. 1065 Worcester Road/Exponent, Inc.

Move that for the property located at 1065 Worcester Road, Natick, MA, in connection with the Town's Cochituate Rail Trail project and under the authority granted to the Board of Selectmen under Article 26 of the 2018 Spring Annual Town Meeting, the Board of Selectmen:

1. Vote to accept and sign the Grant of Permanent and Temporary Easements from Exponent, Inc. to the Town of Natick; and,
2. Vote to accept and allow the Chair of the Board of Selectmen to sign the Certificate of Donation from Exponent, Inc. to the Town of Natick

D. 1 Superior Drive/AmVets Post #79, Natick, Inc.

Move that for the property located at 1 Superior Drive, Natick, MA, in connection with the Town's Cochituate Rail Trail project and under the authority granted to the Board of Selectmen under Article 26 of the 2018 Spring Annual Town Meeting, the Board of Selectmen:

1. Vote to accept and sign the Grant of Permanent and Temporary Easements from AmVets Post #76, Natick, Inc. to the Town of Natick; and,
2. Vote to accept and allow the Chair of the Board of Selectmen to sign the Certificate of Donation from AmVets Post #79, Natick, Inc. to the Town of Natick

E. 324 Bacon Street/Natick Inhabitants of the Town

Move that for the property located at 324 Bacon Street, Natick, MA, owned by the Town of Natick, in connection with the Town's Cochituate Rail Trail project and under the authority granted to the Board of Selectmen under Article 26 of the 2018 Spring Annual Town Meeting, the Board of Selectmen:

1. Vote to declare and dedicate portions of the Town-owned parcel for construction purposes and for perpetual public access, public ways and public sidewalks.

F. 322 Bacon Street/Natick Inhabitants of the Town

Move that for the property located at 322 Bacon Street, Natick, MA, owned by the Town of Natick, in connection with the Town's Cochituate Rail Trail project and under the authority granted to the Board of Selectmen under Article 26 of the 2018 Spring Annual Town Meeting, the Board of Selectmen:

1. Vote to declare and dedicate portions of the Town-owned Parcel for construction purposes and for perpetual public access, public ways and public sidewalks.

G. 1076 Worcester Street/Natick Inhabitants of the Town

Move that for the property located at 1076 Worcester Street, Natick, MA, owned by the Town of Natick, in connection with the Town's Cochituate Rail Trail project and under the authority granted to the Board of Selectmen under Article 26 of the 2018 Spring Annual Town Meeting, the Board of Selectmen, as the Water Commissioners of the Town of Natick:

1. Vote to grant a Right of Entry to the Town of Natick for temporary construction easements, and accept such grant on behalf of the Town of Natick.

H. 330 Speen Street

Move that for the property located at 330 Speen Street, Natick, MA, owned by GGP Natick Residence, LLC, in connection with the Town's Cochituate Rail Trail project and under the authority granted to the Board of Selectmen under Article 26 of the 2018 Spring Annual Town Meeting, the Board of Selectmen:

1. Vote to accept the Right of Entry for temporary construction easements granted by GGP Natick Residence, LLC to the Town of Natick.

II. STILL IN PROCESS

A. 341/342 Speen Street/HD Development of MD

Move that for the property located at 341 and 342 Speen Street, Natick, MA, in connection with the Town's Cochituate Rail Trail project and under the authority granted to the Board of Selectmen under Article 26 of the 2018 Spring Annual Town Meeting, the Board of Selectmen:

1. Vote to accept and sign the Grant of Permanent and Temporary Easements from HD Development of MD to the Town of Natick; and,
2. Vote to pay HD Development of MD the appraised value for such Grant, of \$20,400.00.

B. 82 North Main Street/MCREF Natick Development LLC/Natick Inhabitants of the Town

Move that for the property located at 82 North Main Street, Natick, MA, owned by the Town of Natick, in connection with the Town's Cochituate Rail Trail project and under the authority granted to the Board of Selectmen under Article 26 of the 2018 Spring Annual Town Meeting, the Board of Selectmen:

1. Vote to declare and dedicate portions of the Town-owned parcel for construction purposes and for perpetual public access, public ways and public sidewalks.

C. 84 North Main Street/MCREF Natick Development LLC

Move that for the property located at 84 North Main Street, Natick, MA, owned by MCREF Natick Development LLC, in connection with the Town's Cochituate Rail Trail project and under the authority granted to the Board of Selectmen under Article 26 of the 2018 Spring Annual Town Meeting, the Board of Selectmen:

1. Vote to accept the Right of Entry for temporary construction easements granted by MCREF Natick Development LLC to the Town of Natick.

PARCEL NO.	ASSESSORS		PROPERTY ADDRESS	OWNER OF RECORD	EASEMENT	ACQUISTION COSTS	ACQUISITION PROCESS	STATUS	BOS ACTIONS REQUIRED	FOLLOW-UP ACTIONS
	MAP	LOT								
X-E-1	16	4D	329 SPEEN STREET	N/F TEAM SPEEN LLC	PERM.	NO COST - DONATION	GRANT OF EASEMENT/DONATION	SIGNED DONATION FORM RECIVED. WAITING FOR SIGNED EASEMENT GRANT BACK FROM OWNER.	VOTE TO ACCEPT DONATION AND GRANT OF EASEMENT. SIGN APPROPRIATE DOCUMENTS	RECORD EASEMENT. COMPLETE AND SIGN PROPERTY AFFIDAVIT FORM.
X-TE-11	16	4D	329 SPEEN STREET	N/F TEAM SPEEN LLC	TEMP					
X-TE-18	16	4D	329 SPEEN STREET	N/F TEAM SPEEN LLC	TEMP					
X-TE-19	16	4D	329 SPEEN STREET	N/F TEAM SPEEN LLC	TEMP					
X-E-8	10	2+3	5 COMMONWEALTH ROAD	N/F OMNI REALTY TRUST E N WEN INC. WEN NIE- JIANN TRUSTEE	PERM	OWNER TO GRANT EASEMENTS FOR THE APPRIASED VALUE - \$22,700	GRANT OF EASEMENT	SIGNED GRANT OF EASEMENT RETURNED TO THE TOWN	VOTE TO ACCEPT GRANT OF EASEMENT AND RENDER PAYMENT. SIGN APPROPRIATE DOCUMENTS.	RECORD EASEMENT. REDNDER PAYMENT. COMPLETE AND SIGN PROPERTY AFFIDAVIT FORM.
X-PUE-2	10	2+3	5 COMMONWEALTH ROAD	N/F OMNI REALTY TRUST E N WEN INC. WEN NIE- JIANN TRUSTEE	PERM					
X-TE-8	10	2+3	5 COMMONWEALTH ROAD	N/F OMNI REALTY TRUST E N WEN INC. WEN NIE- JIANN TRUSTEE	TEMP					
X-TE-13	10	2+3	5 COMMONWEALTH ROAD	N/F OMNI REALTY TRUST E N WEN INC. WEN NIE- JIANN TRUSTEE	TEMP					
X-TE-14	10	2+3	5 COMMONWEALTH ROAD	N/F OMNI REALTY TRUST E N WEN INC. WEN NIE- JIANN TRUSTEE	TEMP					
X-TE-9	26	168C	1065 WORCESTER ROAD	N/F EXPONENT, INC.	TEMP	NO COST - DONATION	GRANT OF EASEMENT/DONATION	WAITING FOR EXPONENT TO RETURN SIGNED DONATION FORM AND GRANT OF EASEMENT	VOTE TO ACCEPT DONATION AND GRANT OF EASEMENT. SIGN APPROPRIATE	RECORD EASEMENT. COMPLETE AND SIGN PROPERTY AFFIDAVIT FORM.
X-PUE-6	26	168C	1065 WORCESTER ROAD	N/F EXPONENT, INC.	PERM					
X-TE-1	17	15	1 SUPERIOR DRIVE	N/F AMERICAN VET POST 79	TEMP	NO COST. SEEKING DONATION	GRANT OF EASEMENT/DONATION	WAITING FOR AMVETS TO SIGN	VOTE TO ACCEPT DONATION AND GRANT OF EASEMENT. SIGN APPROPRIATE	RECORD EASEMENT
X-E-2	26	132	324 BACON STREET	N/F NATICK INHAB OF THE TOWN	PERM.	NO COST. BOS TO RE-DEDICATE USE	RECORDABLE DEDICATION OF USE DOCUMENT	TOWN COUNSEL TO DRAFT DOCUMENT FOR BOS SIGNATURE	VOTE TO SIGN DEDICATION DOCUMENT	RECORD DOCUMENT
X-E-3	26	131	322 BACON STREET	N/F NATICK INHAB OF THE TOWN	PERM.	NO COST. BOS TO RE- DEDICATE USE	RECORDABLE DEDICATION OF USE DOCUMENT			
X-TE-2	26	168	1076 WORCESTER STREET	N/F TOWN OF NATICK DPW WATER DIVISION	TEMP	NO COST	RIGHT OF ENTRY	SIGNED RIGHT OF ENTRY RECEIVED	VOTE TO ACCEPT RIGHT OF ENTRY	NONE
X-TE-17	16	2	330 SPEEN STREET	GGP NATICK RESIDENCE LLC	TEMP	NO COST	RIGHT OF ENTRY	SIGNED RIGHT OF ENTRY RECEIVED	VOTE TO ACCEPT RIGHT OF ENTRY	NONE
X-E-7	10	5	341 SPEEN STREET	N/F HOME DEPOT USA, INC. C/O PROP. TAX DEPT RE #2669	PERM	OWNER TO GRANT EASEMENTS FOR THE APPRIASED VALUE - \$20,400	GRANT OF EASEMENT	GRANT OF EASEMENT DOCUMENT SENT TO HOME DEPOT FOR SIGNATURE	VOTE TO ACCEPT GRANT OF EASEMENT AND RENDER PAYMENT. SIGN APPROPRIATE DOCUMENTS	RECORD EASEMENT. RENDER PAYMENT. COMPLETE AND SIGN PROPERTY AFFIDAVIT FORM.
X-PUE-4	10	5	341 SPEEN STREET	N/F HOME DEPOT USA, INC. C/O PROP. TAX DEPT RE #2669	PERM					
X-TE-7	10	5	341 SPEEN STREET	N/F HOME DEPOT USA, INC. C/O PROP. TAX DEPT RE #2669	TEMP					
X-E-10	17	20	342 SPEEN STREET	N/F HOME DEPOT USA, INC. C/O PROP. TAX DEPT RE #2669	PERM					
X-1-T	35	113C	82 NORTH MAIN STREET	N/F MCREF NATICK DEVELOPMENT LLC (PARCEL TO BE TRANSFERED TO THE TOWN OF NATICK)		NO COST. BOS TO RE-DEDICATE USE AFTER TRANSFER OF DEED	DEED TRANSFER TO TOWN FOLLOWED BY A RECORDABLE DEDICATION OF USE DOCUMENT	WAITING FOR MCREF TO SIGN DEED TRANSFER	VOTE TO SIGN DEDICATION DOCUMENT AFTER DEED TRANS.	RECORD DOCUMENT
X-TE-16	35	113B	84 NORTH MAIN STREET	N/F MCREF NATICK DEVELOPMENT LLC	TEMP	NO COST	RIGHT OF ENTRY	WAITING FOR MCREF TO RETURN SIGNED RIGHT OF ENTRY FORM	VOTE TO ACCEPT RIGHT OF ENTRY	NONE
X-TE-12	26	168D	1055 WORCESTER STREET	N/F COMMONWEALTH OF MASSACHUSETTS - DCR	TEMP	NO COST	CONSTRCUTION ACCESS PERMITS	APPROVED PERMITS RECEIVED	NO ACTION REQUIRED	NONE
X-TE-3	11	16	11 COMMONWEALTH ROAD	N/F COMMONWEALTH OF MASSACHUSETTS - DCR	TEMP					
X-TE-4	17	16	41 SUPERIOR ROAD	N/F COMMONWEALTH OF MASSACHUSETTS - DCR	TEMP					

CERTIFICATE OF DONATION

Owner(s) of Record: Team Speen, LLC

City/Town: Natick Fed Aid Number: N/A

Project: Cochituate Rail Trail, Project Number 607732

Parcel Number (ROW Plans) & Square Footage(s):

In Fee: N/A Permanent Easement(s): X-E-1 (2,506 S.F.)

Temporary Easement(s): X-TE-11 (1,083 S.F.); X-TE-18 (976 S.F.) and X-TE-19 (399)

To: John DeLeire, Director
Right of Way Bureau
MassDOT/ Highway Division
10 Park Plaza - Room 6160
Boston, MA 02116-3973

This is to certify that the above referenced parcel(s) were donated by the owner(s) as provided for in the provisions of Title III, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

The conveyance of these parcels will be accomplished by deed or Order of Taking and recorded in the Registry of Deeds.

This donation is made of my/our free will. I/we waive my/our right(s) to an appraisal and compensation. I/we have been given the Federal Aid Acquisition Guide for Property Owners and have reviewed it.

TEAM SPEEN, LLC:


By: Kent Spellman, Its Manager

6/11/18
Date

ACCEPTED BY THE TOWN OF NATICK:

By: Amy K. Mistrot, Chairperson of the Board of Selectmen

Date

Note: If the subject parcel(s) is/are owned by a corporation, estate, trust, etc., then an appropriate document, authorizing this donation must be attached to this document.

Note: An executed Affidavit from the municipality must be attached for this document to be valid for ROW Certification.

GRANTS OF PERMANENT AND TEMPORARY EASEMENTS

Team Speen, LLC (the “Grantor”), a Massachusetts Limited Liability Corporation with its principal office at 323 Speen Street, Natick, MA 01760 hereby grants as a gift unto the inhabitants of the **Town of Natick**, a municipal corporation established under the laws of Massachusetts (the “Grantee”) with an address of c/o Natick Board of Selectmen, Natick Town Hall, 13 East Central Street, Natick, MA, 01760, the following easements:

A Permanent Easement for the purposes of sidewalk construction, traffic signal construction, driveway construction, pavement markings, ramps, grading, landscaping, and construction of a multi-use path, within the limits of the work shown on Sheet 10 of the attached plan described below. These foregoing activities may be conducted within the Easement Area shown as “Parcel X-E-1 N/F Team Speen LLC, area about 2,506 SF” on the attached Plan entitled “Plan of Road in the Town of Natick, Middlesex County Showing Locations of Easements for Roadway Purposes, dated May 22, 2018.

A Temporary Easement for the purposes of grading and landscaping within the limits of the work shown on Sheet 10 of the attached plan described below. These foregoing activities may be conducted within the Easement Area shown as “Parcel X-TE-11 N/F Team Speen LLC, area about 1,083 SF” on the attached Plan entitled “Plan of Road in the Town of Natick, Middlesex County Showing Locations of Easements for Roadway Purposes, dated May 22, 2018.

A Temporary Easement for the purposes of driveway construction, irrigation system adjustments, grading and landscaping within the limits of the work shown on Sheet 10 of the attached plan described below. These foregoing activities may be conducted within the Easement Area shown as “Parcel X-TE-18 N/F Team Speen LLC, area about 976 SF” on the attached Plan entitled “Plan of Road in the Town of Natick, Middlesex County Showing Locations of Easements for Roadway Purposes, dated May 22, 2018.

A Temporary Easement for the purposes of grading, landscaping and construction of a multi-use path and sidewalk within the limits of the work shown on Sheet 10 of the attached plan described below. These foregoing activities may be conducted within the Easement Area shown as “Parcel X-TE-19 N/F Team Speen LLC, area about 399 SF” on the attached Plan entitled “Plan of Road in the Town of Natick, Middlesex County Showing Locations of Easements for Roadway Purposes, dated May 22, 2018.

These Easement Areas are located within the property located at 329 Speen Street, Natick, MA (the “subject property”) and is shown on the Town of Natick Assessors’ Map 16 as Lot 4D

These Temporary and Permanent Easements are granted subject to the following conditions:

1. All the work shall comply with applicable rules, laws and regulations of any governmental and/or quasi-governmental authority having or claiming to have jurisdiction over the trail construction.
2. Grantee shall, at its sole expense, keep and maintain the Multi-Purpose Path and the Easement Areas in a good condition, ordinary wear and tear excepted, and to that end shall make all ordinary and necessary repairs and replacements which may be necessary from time to time.
3. No building or structure shall be erected, constructed, installed or maintained in the Easement Areas by or on behalf of the Grantor or its successors in interest.
4. Grantee shall not create any, encumbrance or charge on the Easement Areas.
5. Grantee affirms that the Grantor has made no representations or promises with respect to the Easement Areas, or the condition thereof, or the making or entry into these Easements, and that no claims or liability shall be asserted by the Grantee against the Grantor for, and the Grantor shall not be liable by reason of, breach or any representations or promises not expressly stated in these Easements.
6. If any provision of these Easements shall be held or declared by final judgment or order of a court of competent jurisdiction to be invalid, illegal or unenforceable under any law applicable thereto, such provision shall be deemed deleted from these Easements without impairing or prejudicing the validity, legality and enforceability of the remaining provisions hereof.
7. During construction of any improvements or any repairs to the Easement Areas by an independent contractor hired by Grantee, Grantee shall require that any contractor be fully insured and that Grantor be listed as "Additional Insured Party".
8. To the extent permitted by law, Grantee agrees to indemnify, defend and save Grantor, Grantor's mortgagees, Grantor's property manager and their respective officers, directors, employees, contractors, agents, servants, invitees, visitors and representatives, harmless from and against (a) all claims of whatever nature including, without limitation, claims arising from any accident, injury or damage whatsoever caused to any person or property, and occurring during the term of this Easement in or about the Easement Areas, to the extent that they arise out of any willful or negligent act or omission of the Grantee, its contractors, agents, employees or servants, but not including any claims of whatever nature arising out of the willful or negligent act or omission of the Grantor, its contractors, agents, employees or servants and (b) any breach, violation or non-performance of any covenant, condition or agreement in this Easement Agreement set forth and contained on the part of the Grantee to be fulfilled, kept, observed and performed. This indemnity and hold harmless agreement shall include indemnity from and against all liability, fines, suits, demands, costs and expenses of any kind or nature whatsoever incurred in or in connection with any such claim or proceeding brought thereon, and the defense

thereof including, without limitation, reasonable attorneys' fees and costs. The provisions of this section shall survive the termination date.

9. There shall be no cutting of trees within the Easement Areas, except for the tree immediately behind the standing sign, as shown on the Plan.
10. The Grantor retains the right to install and maintain utilities within the Easement Areas for service to any signage or lighting on the Grantor's property.
11. The Grantor retains the right to modify at its sole cost and expense the existing entryway within the Easement Areas provided the modification does not impact the Multi-purpose Path or access thereto located within the Easement Areas and provided the Grantor obtains at its sole cost and expense all approvals required for the modification.
12. The Grantor and its successors in interest and assigns hereby release, indemnify and hold harmless the Town of Natick and its boards, commissions, committees, officers, employees, and agents and representatives from and against all claims, causes of action, suits, damages and liabilities of any kind which arise out of the exercise of the rights conferred by these Easements by Grantor and its successors in interest and assigns.

These Grants of Permanent and Temporary Easement shall run with the land and shall be binding upon and inure to the benefit of the successors in interest of the Grantor and the Grantee.

The term of the Temporary Easement shall expire upon the earlier to occur of the date of final completion of the above described work or four (4) years from the date of recording of the Grant of Permanent and Temporary Easements.

For Grantor's title see Deed recorded at the Middlesex South Registry of Deeds in Book 52134, Page 92.

Executed this 20th day of JUNE, 2018

TEAM SPEEN, LLC


Signature

KENT SPELLMAN
Kent Spellman, Manager

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

June 20th, 2018

On this 20 day of June, 2018 before me, the undersigned Notary Public, personally appeared, **Kent Spellman**, who proved to me through satisfactory evidence of identification, which was an unexpired driver's license issued by the Commonwealth of Massachusetts bearing his/her photographic image and signature, 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 his/her stated purpose as Manager, Team Speen, LLC.

Carolyn Moodie

Notary Public

My Commission Expires: July 5th, 2024



CAROLYN MOODIE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 5, 2024



The foregoing Grant of Temporary and Permanent Easements is hereby accepted on behalf of the Town of Natick.

The Natick Board of Selectman

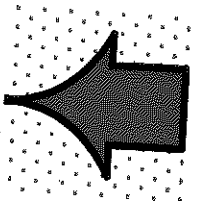
Amy K. Mistrot, Chair

Susan G. Salamoff, Vice Chair

Michael J. Hickey, Jr., Clerk

Richard P. Jennett, Jr.

Jonathan H. Freedman



COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss. _____, 2018

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, **Amy K. Mistrot**, who proved to me through satisfactory evidence of identification, which was that she is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 2018

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared **Susan G. Salamoff**, who proved to me through satisfactory evidence of identification, which was that she is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 2018

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, **Michael J. Hickey, Jr.**, who proved to me through satisfactory evidence of identification, which was that he is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 2018

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, **Richard P. Jennett, Jr.**, who proved to me through satisfactory evidence of identification, which was that he is known to me personally 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:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 2018

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared **Jonathan H. Freedman**, who proved to me through satisfactory evidence of identification, which was that he is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

GRANTS OF PERMANENT AND TEMPORARY EASEMENTS

NIE-JIANN WEN, TRUSTEE of the OMNI REALTY TRUST (the "Grantor"), u/d/t dated August 13, 1991, recorded with the Middlesex Southern District Registry of Deeds in Book 21352, Page 123, for consideration paid and in full consideration of Twenty-Two Thousand, Seven Hundred and 00/100 (\$22,700.00) Dollars, hereby grants to the inhabitants of the **TOWN OF NATICK**, a municipal corporation established under the laws of Massachusetts (the "Grantee") with an address of c/o Natick Board of Selectmen, Natick Town Hall, 13 East Central Street, Natick, MA, 01760, the following easements:

A Permanent Easement for the purposes of sidewalk, driveway and ramp construction and grading, within the limits of the work shown on Sheet 2 and 3 of the plan described below. These foregoing activities may be conducted within the Easement Area shown as "Parcel X-E-8 N/F Omni Realty Trust, N Wen Inc., Wie Nie-Jann, Trustee, area about 346 SF" on the Plan entitled "Plan of Road in the Town of Natick, Middlesex County Showing Locations of Easements for Roadway Purposes, dated May 22, 2018 a recorded herewith.

A Permanent Easement for the purposes of driveway construction and grading, utility pole relocation, overhead wires, underground communications conduit and associated communication wires and handholes within the limits of the work shown on Sheet 2 and 3 of the plan described below. These foregoing activities may be conducted within the Easement Area shown as "Parcel X-PUE-2 N/F Omni Realty Trust, N Wen Inc., Wie Nie-Jann, Trustee, area about 1,339 SF" on the Plan entitled "Plan of Road in the Town of Natick, Middlesex County Showing Locations of Easements for Roadway Purposes, dated May 22, 2018 recorded herewith.

A Temporary Easement for the purposes of sidewalk construction and grading within the limits of the work shown on Sheet 2 and 3 of the plan described below. These foregoing activities may be conducted within the Easement Area shown as "Parcel X-TE-8 N/F Omni Realty Trust, N Wen Inc., Wie Nie-Jann, Trustee, area about 236 SF" on the Plan entitled "Plan of Road in the Town of Natick, Middlesex County Showing Locations of Easements for Roadway Purposes, dated May 22, 2018 recorded herewith.

A Temporary Easement for the purposes of driveway construction and grading within the limits of the work shown on Sheet 2 and 3 of the plan described below. These foregoing activities may be conducted within the Easement Area shown as "Parcel X-TE-13 N/F Omni Realty Trust, N Wen Inc., Wie Nie-Jann, Trustee, area about 220 SF" on the Plan entitled "Plan of Road in the Town of Natick, Middlesex County Showing Locations of Easements for Roadway Purposes, dated May 22, 2018 recorded herewith.

A Temporary Easement for the purposes of sidewalk construction and grading within the limits of the work shown on Sheet 2 and 3 of the plan described below. These foregoing activities may be conducted within the Easement Area shown as "Parcel X-TE-14 N/F Omni Realty Trust, N Wen Inc., Wie Nie-Jann, Trustee, area about 180 SF" on the Plan entitled "Plan of Road in the Town of Natick, Middlesex County Showing Locations of Easements for Roadway Purposes, dated May 22, 2018 recorded herewith.

These Easement Areas are located within the property located at 5 Commonwealth Road, Natick, MA (the "subject property") and is shown on the Town of Natick Assessors' Map 10 as Lots 2 and 3.

These Grants of Permanent and Temporary Easement shall run with the land and shall be binding upon and inure to the benefit of the successors in interest of the Grantor and the Grantee.

The Grantor and its successors in interest and assigns hereby release, indemnify and hold harmless the Town of Natick and its boards, commissions, committees, officers, employees, and agents and representatives from and against all claims, causes of action, suits, damages and liabilities of any kind which arise out of the exercise of rights conferred by this Temporary Easement.

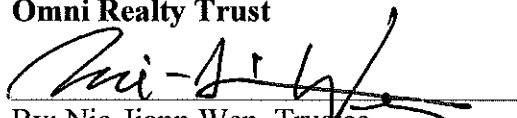
The term of these Temporary Easements shall expire upon the earlier to occur of the date of final completion of the above described work or four (4) years from the date of recording of the Grant of Temporary and Permanent Easements.

For Grantor's title see Deed recorded with said Registry of Deeds in Book 21391, Page 146.

The Grantee being a Town of the Commonwealth of Massachusetts, no excise tax stamps are required pursuant to M.G.L. Chapter 64D, Section 1.

Executed as a sealed instrument this 12th day of June, 2018

Omni Realty Trust

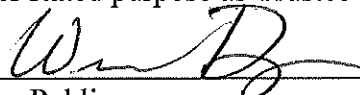

By: Nie-Jiann Wen, Trustee

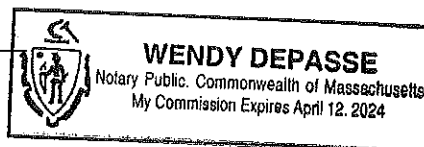
COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

June 12, 2018

On this 12th day of June, 2018 before me, the undersigned Notary Public, personally appeared, **Nie-Jiann Wen**, who proved to me through satisfactory evidence of identification, which was an unexpired driver's license issued by the Commonwealth of Massachusetts bearing his/her photographic image and signature, 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 his/her stated purpose as Trustee of Omni Realty Trust.


Notary Public
My Commission Expires: 04/12/2024



The foregoing Grant of Temporary and Permanent Easements is hereby accepted on behalf of the Town of Natick.

The Natick Board of Selectman

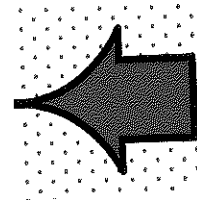
Amy K. Mistrot, Chair

Susan G. Salamoff, Vice Chair

Michael J. Hickey, Jr., Clerk

Richard P. Jennett, Jr.

Jonathan H. Freedman



COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss. _____, 2018

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, **Amy K. Mistrot**, who proved to me through satisfactory evidence of identification, which was that she is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 2018

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared **Susan G. Salamoff**, who proved to me through satisfactory evidence of identification, which was that she is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 2018

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, **Michael J. Hickey, Jr.**, who proved to me through satisfactory evidence of identification, which was that he is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 2018

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, **Richard P. Jennett, Jr.**, who proved to me through satisfactory evidence of identification, which was that he is known to me personally 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:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 2018

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared **Jonathan H. Freedman**, who proved to me through satisfactory evidence of identification, which was that he is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

TRUSTEE'S CERTIFICATE

OMNI REALTY TRUST

Nie-Jiann Wen, Trustee of the Omni Realty Trust, u/d/t dated August 13, 1991 and recorded with the Middlesex Southern District Registry of Deeds in Book 21352, Page 123 (the "Trust"), do hereby certify as follows:

1. That the Trust is now in full force and effect and has not been further amended, modified or terminated as of the date hereof.
2. That I am the duly appointed Trustee of the Trust and I have not resigned or been removed.
3. That I, as Trustee have been directed by all the beneficiaries of the Trust, and with such directions have full power, authority, and legal right under the Trust to execute and deliver an Easement to the Town of Natick affecting land owned by the Trust located at 5 Commonwealth Road in Natick, Middlesex County, Massachusetts, as well as to execute all documents related thereto on behalf of the Trust.
4. That all the beneficiaries of the Trust are of full age and competent and no beneficiary is a corporation selling all or substantially all of its Massachusetts assets or a personal representative of an estate subject to tax liens.
5. That there is no litigation pending or threatened, restricting, enjoining, or in any manner questioning, or affecting the validity or enforceability of any one or more of the following:
 - (a) The authority of the Trust or the Trustee to enter into or execute the document;
 - (b) The legal existence or organization of the Trust and its qualification to do business in the Commonwealth of Massachusetts and;
 - (c) The title of the Trustee of the Trust to that office.
6. That the representations of the Trustee contained in the certificate, and the documents, are true and complete as the date hereof, and no events or circumstances have occurred or exist which constitute or if continued without change, would after passage of time, constitute a default.

Executed under the pains and penalties of perjury this 6 day of June, 2018.

OMNI REALTY TRUST:

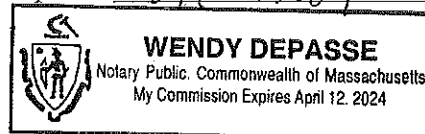
Nie-Jiann Wen
By: Nie-Jiann Wen
Its: Trustee

COMMONWEALTH OF MASSACHUSETTS

County of: Middlesex

On this 6th day of June, 2018, before me, the undersigned notary public, personally appeared the above named Nie-Jiann Wen, proved to me through satisfactory evidences of identification, which was _____, 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 Trustee of the Omni Realty Trust and who swore or affirmed to me that its contents are truthful and accurate to the best of his/her knowledge.

Wendy Depasse
Wendy Depasse, Notary Public
My commission expires: 04/12/2024



CERTIFICATE OF DONATION

Owner(s) of Record: Exponent, Inc.

City/Town: Natick Fed Aid Number: N/A

Project: Cochituate Rail Trail, Project Number 607732

Parcel Number (ROW Plans) & Square Footage(s):

In Fee: N/A Permanent Easement(s): X-PUE-6 (217 S.F.)

Temporary Easement(s): X-TE-9 (272 S.F.)

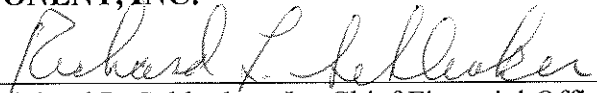
To: John DeLeire, Director
Right of Way Bureau
MassDOT/ Highway Division
10 Park Plaza - Room 6160
Boston, MA 02116-3973

This is to certify that the above referenced parcel(s) were donated by the owner(s) as provided for in the provisions of Title III, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

The conveyance of these parcels will be accomplished by deed or Order of Taking and recorded in the Registry of Deeds.

This donation is made of my/our free will. I/we waive my/our right(s) to an appraisal and compensation. I/we have been given the Federal Aid Acquisition Guide for Property Owners and have reviewed it.

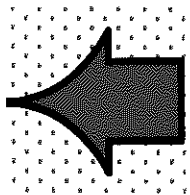
EXPONENT, INC:


By: Richard L. Schlenker, Jr., Chief Financial Officer

6/19/18
Date

ACCEPTED BY THE TOWN OF NATICK:

By: Amy K. Mistrot, Chairperson of the Board of Selectmen Date



Note: If the subject parcel(s) is/are owned by a corporation, estate, trust, etc., then an appropriate document, authorizing this donation must be attached to this document.

Note: An executed Affidavit from the municipality must be attached for this document to be valid for ROW Certification.

GRANTS OF PERMANENT AND TEMPORARY EASEMENTS

Exponent, Inc. (the “Grantor”), a Delaware corporation with its principal office at 149 Commonwealth Drive, Menlo Park, CA, 94025 hereby grants as a gift unto the inhabitants of the **Town of Natick**, a municipal corporation established under the laws of Massachusetts (the “Grantee”) with an address of c/o Natick Board of Selectmen, Natick Town Hall, 13 East Central Street, Natick, MA, 01760, the following easements:

A Permanent Easement for the purposes of utility pole relocation and overhead wires within the limits of the work shown on Sheet 7 of the plan described below. These foregoing activities may be conducted within the Easement Area shown as “Parcel X-PUE-6 N/F Exponent Inc., area about 217 SF” on a Plan entitled “Plan of Road in the Town of Natick, Middlesex County Showing Locations of Easements for Roadway Purposes, dated May 22, 2018, recorded herewith.

A Temporary Easement for the purposes of bridge grading within the limits of the work shown on Sheet 7 of the plan described below. These foregoing activities may be conducted within the Easement Area shown as “Parcel X-TE-9 N/F Exponent Inc., area about 272 SF” on a Plan entitled “Plan of Road in the Town of Natick, Middlesex County Showing Locations of Easements for Roadway Purposes, dated May 22, 2018, recorded herewith.

These Easement Areas are located within the property located at 1065 Worcester Road, Natick, MA (the “subject property”) and is shown on the Town of Natick Assessors’ Map 26 as Lot 168C.

These Grants of Permanent and Temporary Easement shall run with the land and shall be binding upon and inure to the benefit of the successors in interest of the Grantor and the Grantee.

The term of the Temporary Easement shall expire upon the earlier to occur of the date of final completion of the above described work or four (4) years from the date of recording of the Grant of Temporary and Permanent Easements.

For Grantor’s title see Deed recorded with the Middlesex South Registry of Deeds in Book 70720, Page 31.

Executed this 19th day of June, 2018

EXPONENT, INC.

Richard L. Schlenker

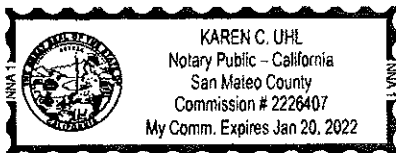
Richard L. Schlenker, Jr., Chief Financial
Officer

STATE OF CALIFORNIA

San Mateo County, ss.

June 19, 2018

On this 19th day of June, 2018 before me, the undersigned Notary Public, personally appeared, Richard L. Schlenker, Jr., who proved to me through satisfactory evidence of identification, which was an unexpired driver's license issued by the State of California bearing his photographic image and signature, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for his stated purpose as Chief Financial Officer, Exponent Inc.



Karen C. Uhl
Notary Public
My Commission Expires:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

The foregoing Grant of Temporary and Permanent Easements is hereby accepted on behalf of the Town of Natick.

The Natick Board of Selectman

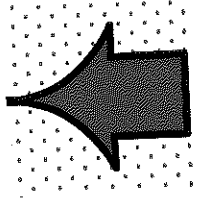
Amy K. Mistrot, Chair

Susan G. Salamoff, Vice Chair

Michael J. Hickey, Jr., Clerk

Richard P. Jennett, Jr.

Jonathan H. Freedman



COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss. _____, 2018

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, **Amy K. Mistrot**, who proved to me through satisfactory evidence of identification, which was that she is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 2018

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared **Susan G. Salamoff**, who proved to me through satisfactory evidence of identification, which was that she is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 2018

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, **Michael J. Hickey, Jr**, who proved to me through satisfactory evidence of identification, which was that he is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 2018

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, **Richard P. Jennett, Jr.**, who proved to me through satisfactory evidence of identification, which was that he is known to me personally 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:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 2018

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared **Jonathan H. Freedman**, who proved to me through satisfactory evidence of identification, which was that he is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

TOWN OF NATICK COCHITUATE RAIL TRAIL - SHEET 7 OF 10 SHEETS
MIDDLESEX COUNTY, MASSACHUSETTS

PLAN OF ROAD IN THE TOWN OF NATICK, MIDDLESEX COUNTY SHOWING LOCATIONS OF EASEMENTS FOR ROADWAY PURPOSES

ROUTE 9 WB
 1931 SHLD No. 2820 SLOPES
 1931 SHLD No. 2823 SLOPES
 1931 SHLD No. 2820 SLOPES
 1931 SHLD No. 2823 SLOPES

ROUTE 9 EB
 1931 SHLD No. 2820 SLOPES
 1931 SHLD No. 2823 SLOPES
 1931 SHLD No. 2820 SLOPES
 1931 SHLD No. 2823 SLOPES

EASEMENTS:
 X-TE-A AREA ABOUT 272 SF
 X-TE-B AREA ABOUT 277 SF
 X-TE-C AREA ABOUT 272 SF
 X-TE-D AREA ABOUT 277 SF
 X-TE-E AREA ABOUT 272 SF
 X-TE-F AREA ABOUT 277 SF
 X-TE-G AREA ABOUT 272 SF
 X-TE-H AREA ABOUT 277 SF
 X-TE-I AREA ABOUT 272 SF
 X-TE-J AREA ABOUT 277 SF
 X-TE-K AREA ABOUT 272 SF
 X-TE-L AREA ABOUT 277 SF
 X-TE-M AREA ABOUT 272 SF
 X-TE-N AREA ABOUT 277 SF
 X-TE-O AREA ABOUT 272 SF
 X-TE-P AREA ABOUT 277 SF
 X-TE-Q AREA ABOUT 272 SF
 X-TE-R AREA ABOUT 277 SF
 X-TE-S AREA ABOUT 272 SF
 X-TE-T AREA ABOUT 277 SF
 X-TE-U AREA ABOUT 272 SF
 X-TE-V AREA ABOUT 277 SF
 X-TE-W AREA ABOUT 272 SF
 X-TE-X AREA ABOUT 277 SF
 X-TE-Y AREA ABOUT 272 SF
 X-TE-Z AREA ABOUT 277 SF

ACCESS:
 1931 SHLD No. 2820 SLOPES
 1931 SHLD No. 2823 SLOPES
 1931 SHLD No. 2820 SLOPES
 1931 SHLD No. 2823 SLOPES

CONSTRUCTION:
 ACCESS PERMIT #2868
 SEE SHEET 6

INSET CERTIFICATION BLOCK HERE

PLAN PREPARED BY:
 6 BLACKSTONE VALLEY PLACE
 SUITE 101
 LINCOLN, RI 02885
 401-333-2302

CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

DATE: XX/XX/XX PLS. # XXXX

SCALE: 1" = 20'

MAY 22, 2018

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

PLAN PREPARED BY:
BETA GROUP, INC.
6 BLACKSTONE VALLEY PLACE
SUITE 101
LINCOLN, RI 02865
401-333-2382

N/F
INHABITANTS OF THE TOWN OF NATIC
DEPT. OF PUBLIC WORKS
WATER DIVISION
1076 WORCESTER STREET
ASSESSORS MAP 26 PARCEL 168

SCALE: 1" = 20'

XXXXX PLS 1 XXXX

DATE _____

CERTIFICATE OF THE SECRETARY

OF EXPONENT, INC.

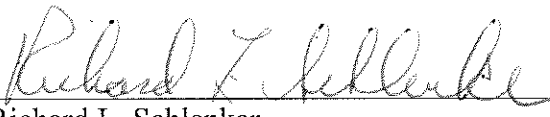
The undersigned hereby certifies that he is the Corporate Secretary of Exponent, Inc., a Delaware corporation (the "Corporation"), and that he was duly appointed and is presently serving in such capacity in accordance with the Bylaws of the Corporation. The undersigned hereby further certifies, as follows:

The following is an excerpt of minutes of the meeting of the Board of Directors of the Corporation on May 31, 2018.

BE IT RESOLVED, that Catherine Corrigan, CEO & President; Richard Schlenker, Executive Vice President, Chief Financial Officer, and Corporate Secretary; Paul Johnston, Executive Chairman; Eric Anderson, Vice President, Controller and Treasurer; and the other officers of the Company be, and each hereby is, authorized on behalf and in the name of the Company to take such actions necessary to develop the property at 1075 Worcester, Natick, MA;

FURTHER RESOLVED, that Catherine Corrigan, CEO & President; Richard Schlenker, Executive Vice President, Chief Financial Officer, and Corporate Secretary; Paul Johnston, Executive Chairman; Eric Anderson, Vice President, Controller and Treasurer; and the other officers of the Company be, and each hereby is, authorized on behalf and in the name of the Company to do or cause to be done any and all acts and things, including without limitation to execute and deliver any and all agreements, documents, certificates, statements, or other instruments, and to make such filings with any federal, state, local, court, or other body, as such officers or officer may deem to be necessary, desirable, or appropriate to carry out the purposes and intent of the foregoing resolutions, and to cause the Company to pay any and all fees and expenses incurred in connection therewith; and

FURTHER RESOLVED, that any and all actions heretofore taken by that Catherine Corrigan, CEO & President; Richard Schlenker, Executive Vice President, Chief Financial Officer, and Corporate Secretary; Paul Johnston, Executive Chairman; Eric Anderson, Vice President, Controller and Treasurer; and the other officers of the Company, or any one of them, that is within the contemplation of any of the foregoing resolutions be, and they hereby are, ratified, approved, and authorized and confirmed as the acts and deeds of the Company.


Richard L. Schlenker
Corporate Secretary

CERTIFICATE OF DONATION

Owner(s) of Record: Amvets Post #79, Natick, Inc.

City/Town: Natick Fed Aid Number: N/A

Project: Cochituate Rail Trail, Project Number 607732

Parcel Number (ROW Plans) & Square Footage(s):

In Fee: N/A Permanent Easement(s): N/A

Temporary Easement(s): X-TE-1 (3,685 S.F.)

To: John DeLeire, Director
Right of Way Bureau
MassDOT/ Highway Division
10 Park Plaza - Room 6160
Boston, MA 02116-3973

This is to certify that the above referenced parcel(s) were donated by the owner(s) as provided for in the provisions of Title III, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

The conveyance of these parcels will be accomplished by deed or Order of Taking and recorded in the Registry of Deeds.

This donation is made of my/our free will. I/we waive my/our right(s) to an appraisal and compensation. I/we have been given the Federal Aid Acquisition Guide for Property Owners and have reviewed it.

AMVETS POST #79, NATICK, INC:

George Lavin
By: George Lavin, Its President

21 JUNE 18
Date

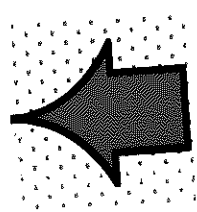
Thomas Hall
By: Thomas Hall, Its Treasurer

21 JUNE 18
Date

ACCEPTED BY THE TOWN OF NATICK:

By: Amy K. Mistrot, Chair, Board of Selectmen

Date



Note: If the subject parcel(s) is/are owned by a corporation, estate, trust, etc., then an appropriate document, authorizing this donation must be attached to this document.

Note: An executed Affidavit from the municipality must be attached for this document to be valid for ROW Certification.

GRANT OF TEMPORARY EASEMENT

Amvets Post #79, Natick, Inc. (the "Grantor"), a Massachusetts nonprofit corporation with its principal office at 1 Superior Drive, Natick, MA 01760, hereby grants as a gift unto the inhabitants of the **Town of Natick**, a municipal corporation established under the laws of Massachusetts (the "Grantee") with an address of c/o Natick Board of Selectmen, Natick Town Hall, 13 East Central Street, Natick, MA, 01760, a Temporary Easement (the "Temporary Easement") for the purposes of realigning and reconstructing a portion of the existing driveway to the parking lot on the subject property as defined below, clearing a portion of the area within the limits of the work shown on Sheet 5 of the plan described below, regrading areas adjacent to the driveway realigned as afore said to match up with existing conditions, and installation of a wood guardrail adjacent to portions of the driveway realigned as aforesaid. The foregoing activities may be conducted within the Easement Area shown as "Parcel X-TE-1 N/F American Vet Post 79 area about 3,685 SF" on a Plan entitled "Plan of Road in the Town of Natick, Middlesex County Showing Locations of Easements for Roadway Purposes, dated May 22, 2018, to be recorded herewith.

This Temporary Easement is granted together with the right to enter upon, excavate, dredge, re-grade and refill the soil in the Easement Areas, as defined above and to enter the Easement Area for the purposes set forth in this Grant of Temporary Easement.

The Easement Area is located within the property located at 1 Superior Drive, Natick, MA (the "subject property") and is shown on the Town of Natick Assessors' Map 17 as Lot 15.

No building or structure shall be erected, placed or maintained in the Easement Area by or on behalf of the Grantor or its successors in interest.

The Grantee shall be authorized to clear debris from the Easement Area and to do all work which is consistent with the foregoing purposes. The Grantee shall re-grade and reseed all areas disturbed by such work.

During the term hereof, this Grant of Temporary Easement shall run with the land and shall be binding upon and inure to the benefit of the successors in interest of the Grantor and the Grantee.

The Grantor and its successors in interest and assigns hereby release, indemnify and hold harmless the Town of Natick and its boards, commissions, committees, officers, employees, and agents and representatives from and against all claims, causes of action, suits, damages and liabilities of any kind which arise out of the exercise of rights conferred by this Temporary Easement. This paragraph shall not relieve the Town of Natick of its obligations to re-grade and reseed disturbed areas.

This Temporary Easement is expressly conditioned upon the Grantor continuing to enjoy unimpeded vehicular and pedestrian access to the subject property, including without limitation access for truck deliveries, throughout the term of this Temporary Easement.

The term of this Temporary Easement shall expire upon the earlier to occur of the date of final completion of the above described work or four (4) years from the date of recording of the Grant of Temporary Easement.

For Grantor's title see Deed recorded in the Middlesex South Registry of Deeds in Book 9726, Page 455.

Executed this 21 day of JUNE, 2018

AMVETS POST #79, NATICK, INC.

George F Lavin
Signature

GEORGE F LAVIN
George Lavin, President

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

June 21, 2018

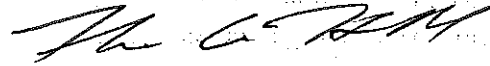
On this 21 day of June, 2018 before me, the undersigned Notary Public, personally appeared, **George Lavin**, who proved to me through satisfactory evidence of identification, which was an unexpired driver's license issued by the Commonwealth of Massachusetts bearing his/her photographic image and signature, 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 his/her stated purpose as President of Amvets Post #79, Natick, Inc.

Ann E. Greel
Notary Public
My Commission Expires:



ANN E. GREEL
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 1, 2021

AMVETS POST #79, NATICK, INC.



Signature

Thomas Hall

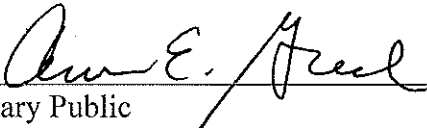
Thomas Hall, Treasurer

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

June 21, 2018

On this 21 day of June, 2018 before me, the undersigned Notary Public, personally appeared, **Thomas Hall**, who proved to me through satisfactory evidence of identification, which was an unexpired driver's license issued by the Commonwealth of Massachusetts bearing his/her photographic image and signature, 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 his/her stated purpose as Treasurer of Amvets Post #79, Natick, Inc.



Notary Public

My Commission Expires:



ANN E. GREEL
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 1, 2021

The foregoing Grant of Temporary Easement is hereby accepted on behalf of the Town of Natick.

The Natick Board of Selectman

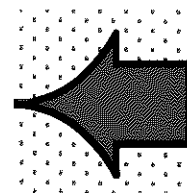
Amy K. Mistrot, Chair

Susan G. Salamoff, Vice Chair

Michael J. Hickey, Jr., Clerk

Richard P. Jennett, Jr.

Jonathan H. Freedman



COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss. _____, 2018

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, **Amy K. Mistrot**, who proved to me through satisfactory evidence of identification, which was that she is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss. _____, 2018

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared **Susan G. Salamoff**, who proved to me through satisfactory evidence of identification, which was that she is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss. _____, 2018

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, **Michael J. Hickey, Jr.**, who proved to me through satisfactory evidence of identification, which was that he is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 2018

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, **Richard P. Jennett, Jr.**, who proved to me through satisfactory evidence of identification, which was that he is known to me personally 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:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 2018

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared **Jonathan H. Freedman**, who proved to me through satisfactory evidence of identification, which was that he is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:


**CERTIFICATION OF BENEFICIARIES OF
LAKE COCHITUATE BUILDING TRUST**

I, Nick Russo, being the Clerk of **Amvets Post #79, Natick, Inc.**, a Massachusetts non-profit corporation with its principal office located at 1 Superior Drive, Natick, MA 01760 ("Amvets"), the members of which are the sole beneficiaries of the **Lake Cochituate Building Trust**, u/d/t dated March 28, 1961 recorded with the Middlesex Southern District Registry of Deeds in Book 9893, Page 253 (the "Trust"), Amvets being the current owner of property located at 1053 Worcester Street, Natick, MA, does hereby certify that:

1. The Trust was for the benefit of Amvets and its members.
2. Pursuant to Article 2.12 in part, the Trust terminated fifty (50) years from the execution of the Declaration of Trust.
3. The Trust was not amended or modified and the termination date was not extended.
4. Therefore, Pursuant to Article 2.14 in part, all property immediately became vested in Amvets upon termination of the Trust.

IN WITNESS WHEREOF, I have executed this Certificate under seal as Clerk of Amvets Post #79, Natick, Inc. as of this 21 day of June, 2018

AMVETS POST #79, NATICK, INC.



By: Nick Russo
Its: Clerk

COMMONWEALTH OF MASSACHUSETTS

County of: Middlesex

On this 21 day of June, 2018, before me, the undersigned notary public, personally appeared the above named **Nick Russo**, who proved to me through satisfactory evidence of identification, which was 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 as Clerk of Amvets Post #79, Natick, Inc. and who swore or affirmed to me that its contents are truthful and accurate to the best of his knowledge.


_____, Notary Public

My commission expires: **ANN E. GREEL**
Notary Public
 Commonwealth of Massachusetts
My Commission Expires
January 1, 2021

**DECLARATION AND DEDICATION OF PUBLIC LAND
LOCATED AT 324 BACON STREET IN NATICK, MASSACHUSETTS FOR
PERPETUAL PUBLIC ACCESS AND PUBLIC WAY PURPOSES**

324 Bacon Street,
Natick, Massachusetts

The Town of Natick, a municipal corporation and body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, having a place of business at Natick Town Offices, 13 East Central Street, Natick, Massachusetts 01760 (the "Town"), as the owner of certain Town property located at 324 Bacon Street in Natick, Massachusetts (the "Town Property"), acting by and through its Board of Selectmen upon the authority of the vote by the Town of Natick 2018 Spring Annual Town Meeting on Article 26 (the "Vote") and by virtue of every other power and authority hereto enabling us, hereby declares and dedicates portions of the Town Parcels for construction purposes and for public access, public ways and public sidewalks in connection with the Town's "Cochituate Rail Trail" project (the "Project") and as follows.

The portions of Town Property to which this Declaration and Dedication applies are shown on the plan work shown on Sheet 8 of the plan described below. These foregoing activities may be conducted within the Easement Area shown as "Parcel X-E-2 N/F Natick Inhab of the Town, area about 232 SF" on a Plan entitled "Plan of Road in the Town of Natick, Middlesex County Showing Locations of Easements for Roadway Purposes, dated May 22, 2018, recorded herewith.

Perpetual Rights

The Town and the general public shall have the non-exclusive perpetual right to enter upon, travel over, maintain, repair and use those portions of the Town Property shown on the plan and listed below the Parcels for public access and public ways and sidewalks and all other purposes for which ways are used in the Town of Natick and the Commonwealth of Massachusetts.

<u>Parcel</u>	<u>Assessor ID</u>	<u>Address/Location</u>	<u>Area (±)</u>
X-E-2	Map 26, Lot 32	324 Bacon Street	232 s.f.

Such purposes, uses and improvements include, by way of illustration and without limitation, passage for pedestrians, vehicles and bicyclists and pavement and improvements for sidewalks, pathways, grading, sloping and drainage. The Town shall not make any improvements to the Parcels materially inconsistent with the allowed purposes described above.

In so dedicating the Parcels, the Town intends to have the above-described rights over the above-described parcels to be perpetual in duration and to have the Parcels used for public access and public ways and sidewalks and all other purposes for which ways are used in the Town of Natick and the Commonwealth of Massachusetts in furtherance of numerous public policies to

create convenient and safe public access and travel. To that end, if for any reason this Declaration and Dedication shall be deemed subject to sun-setting provisions, terminated, void or voidable on any grounds, or other principles requiring duration less than perpetual, then the Town and its successors shall undertake and carry out all reasonably necessary measures to extend, adopt and/or renew the terms of this Declaration and Dedication to ensure that the Parcels are permanently used in a manner consistent with the terms and intent of this Declaration and Dedication.

We direct that this instrument be filed with the Registry and with the Town Clerk. In the event any provision of this instrument is deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of this instrument shall be valid and enforceable to the fullest extent permitted by law.

For the Town's authority to dedicate the Town Property pursuant to this instrument, see the certified copy of the Vote attached hereto as Exhibit A.

For title, see the instrument recorded at the Middlesex South Registry of Deeds in Book 30553, Page 8.

EXECUTED as a sealed instrument as of this _____ day of June, 2018.

TOWN OF NATICK,
By its Board of Selectmen:

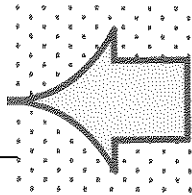
Amy K. Mistrot, Chair

Susan G. Salamoff, Vice Chair

Michael J. Hickey, Jr., Clerk

Richard P. Jennett, Jr.

Jonathan Freedman



COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, **Amy K. Mistrot**, who proved to me through satisfactory evidence of identification, which was that she is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared **Susan G. Salamoff**, who proved to me through satisfactory evidence of identification, which was that she is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, **Michael J. Hickey, Jr**, who proved to me through satisfactory evidence of identification, which was that he is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, **Richard P. Jennett, Jr.**, who proved to me through satisfactory evidence of identification, which was that he is known to me personally 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:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared **Jonathan H. Freedman**, who proved to me through satisfactory evidence of identification, which was that he is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Town Clerk Certified Copy of the
2018 Spring Annual Town Meeting Vote on Article 26

**DECLARATION AND DEDICATION OF PUBLIC LAND
LOCATED AT 322 BACON STREET IN NATICK, MASSACHUSETTS FOR
PERPETUAL PUBLIC ACCESS AND PUBLIC WAY PURPOSES**

322 Bacon Street,
Natick, Massachusetts

The Town of Natick, a municipal corporation and body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, having a place of business at Natick Town Offices, 13 East Central Street, Natick, Massachusetts 01760 (the "Town"), as the owner of certain Town property located at 322 Bacon Street in Natick, Massachusetts (the "Town Property"), acting by and through its Board of Selectmen upon the authority of the vote by the Town of Natick 2018 Spring Annual Town Meeting on Article 26 (the "Vote") and by virtue of every other power and authority hereto enabling us, hereby declares and dedicates portions of the Town Parcels for construction purposes and for public access, public ways and public sidewalks in connection with the Town's "Cochituate Rail Trail" project (the "Project") and as follows.

The portions of Town Property to which this Declaration and Dedication applies are shown on the plan work shown on Sheet 8 of the plan described below. These foregoing activities may be conducted within the Easement Area shown as "Parcel X-E-3 N/F Natick Inhab of the Town, area about 8,316 SF" on a Plan entitled "Plan of Road in the Town of Natick, Middlesex County Showing Locations of Easements for Roadway Purposes, dated May 22, 2018, recorded herewith.

Perpetual Rights

The Town and the general public shall have the non-exclusive perpetual right to enter upon, travel over, maintain, repair and use those portions of the Town Property shown on the plan and listed below the Parcels for public access and public ways and sidewalks and all other purposes for which ways are used in the Town of Natick and the Commonwealth of Massachusetts.

<u>Parcel</u>	<u>Assessor ID</u>	<u>Address/Location</u>	<u>Area (±)</u>
X-E-3	Map 26 Lot 31	322 Bacon Street	8,316 s.f.

Such purposes, uses and improvements include, by way of illustration and without limitation, passage for pedestrians, vehicles and bicyclists and pavement and improvements for sidewalks, pathways, grading, sloping and drainage. The Town shall not make any improvements to the Parcels materially inconsistent with the allowed purposes described above.

In so dedicating the Parcels, the Town intends to have the above-described rights over the above-described parcels to be perpetual in duration and to have the Parcels used for public access and public ways and sidewalks and all other purposes for which ways are used in the Town of Natick and the Commonwealth of Massachusetts in furtherance of numerous public policies to

create convenient and safe public access and travel. To that end, if for any reason this Declaration and Dedication shall be deemed subject to sun-setting provisions, terminated, void or voidable on any grounds, or other principles requiring duration less than perpetual, then the Town and its successors shall undertake and carry out all reasonably necessary measures to extend, adopt and/or renew the terms of this Declaration and Dedication to ensure that the Parcels are permanently used in a manner consistent with the terms and intent of this Declaration and Dedication.

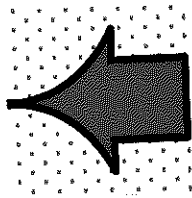
We direct that this instrument be filed with the Registry and with the Town Clerk. In the event any provision of this instrument is deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of this instrument shall be valid and enforceable to the fullest extent permitted by law.

For the Town's authority to dedicate the Town Property pursuant to this instrument, see the certified copy of the Vote attached hereto as Exhibit A.

For title, see the instrument recorded at the Middlesex South Registry of Deeds in Book 30508, Page 603.

EXECUTED as a sealed instrument as of this _____ day of June, 2018.

TOWN OF NATICK,
By its Board of Selectmen:



Amy K. Mistrot, Chair

Susan G. Salamoff, Vice Chair

Michael J. Hickey, Jr., Clerk

Richard P. Jennett, Jr.

Jonathan Freedman

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, **Amy K. Mistrot**, who proved to me through satisfactory evidence of identification, which was that she is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared **Susan G. Salamoff**, who proved to me through satisfactory evidence of identification, which was that she is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, **Michael J. Hickey, Jr**, who proved to me through satisfactory evidence of identification, which was that he is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, **Richard P. Jennett, Jr.**, who proved to me through satisfactory evidence of identification, which was that he is known to me personally 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:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared **Jonathan H. Freedman**, who proved to me through satisfactory evidence of identification, which was that he is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Town Clerk Certified Copy of the
2018 Spring Annual Town Meeting Vote on Article 26

CITY/TOWN
MASSACHUSETTS

RIGHT OF ENTRY - WITHOUT PREJUDICE

Owner(s) of Record: The Town of Natick, Public Works Dept, Water Division

Address: 13 East Central Street, Natick MA 01760

Stations: 67+80 to 68+40 (Route 9)

Parcel Number (ROW Plans) & Square Footage(s): X-TE-2, 666 SF

Projects: Cochituate Rail Trail

Permission is hereby given to the above municipality and the Massachusetts Department of Transportation, Highway Division or its duly authorized agents to enter upon my property in connection with the reconstruction of a roadway on the above named project. Plans for this project are located in the Municipal Offices. **A ROW Plans showing the impacts to my property are attached.** The purpose of this Right of Entry is to allow for changes and to carry out the work on my property as out lined below.

Grading and loam and seed to match into existing grades.

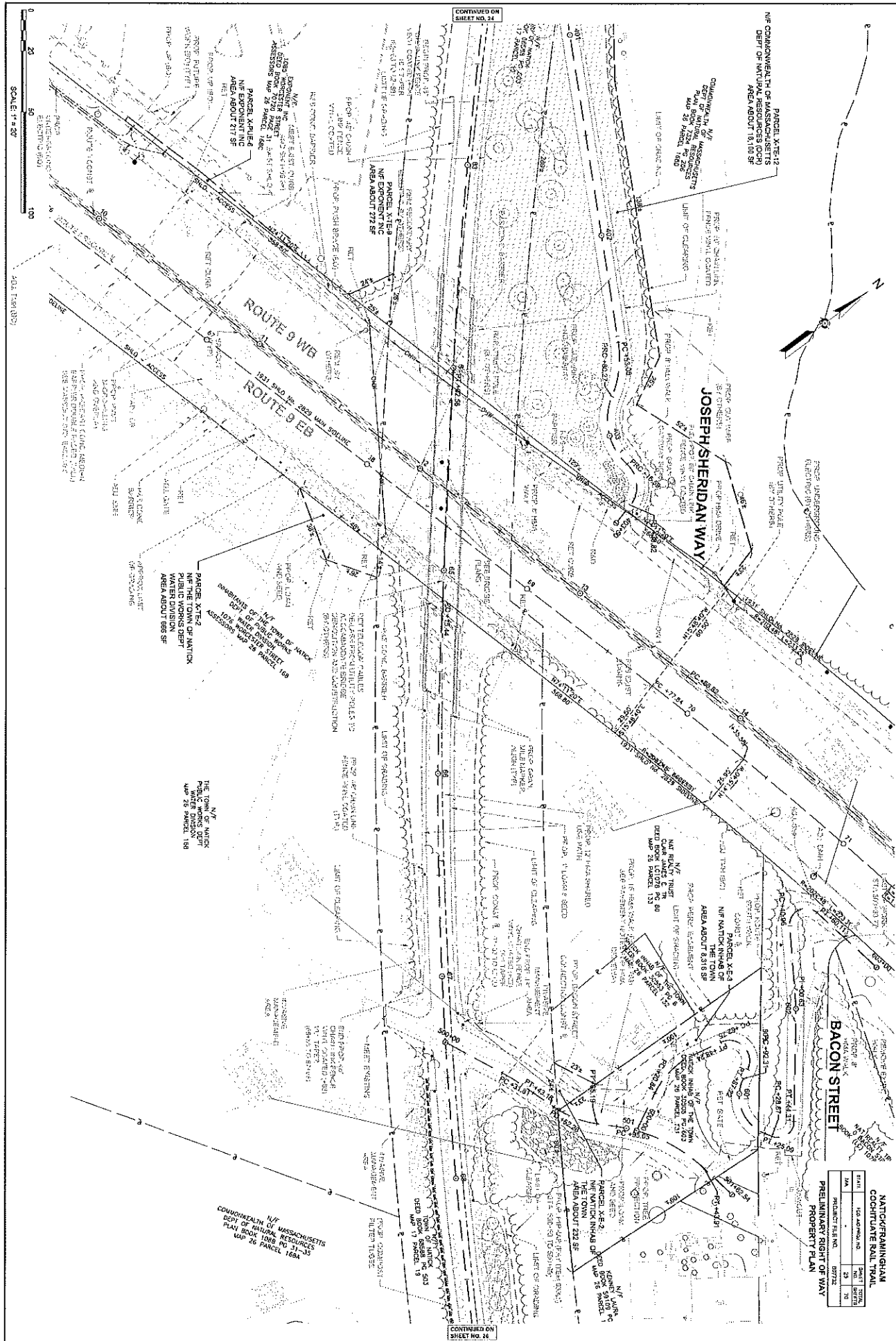
This Right of Entry is made of my/our free will. I/we waive my/our right(s) to an appraisal and compensation. I/we have been advised of our rights for just compensation under the provisions of Uniform Act of 1970, as amended. This entry is to be made without prejudice to my rights in settlement of any claims for damages that may hereafter appear. I/we have been given the Federal Aid Acquisition Guide for Property Owners and have reviewed it.

Granted by: William Darnell - DEPUTY TOWN ADMINISTRATOR / 6-20-18
Owner(s)/ Authorized Representative Date

****All Owners of Records must sign****

Recommended by: James Smith, Director, Comm + Econ / 6-20-18
Authorized City/Town Official - Title Development Date

Note: If the subject parcel(s) is/are owned by a corporation, estate, trust, etc., then an appropriate document, authorizing this donation must be attached to this document. Note: An executed Affidavit from the municipality must be attached for this document to be valid for ROW Certification.



CITY/TOWN
MASSACHUSETTS

RIGHT OF ENTRY - WITHOUT PREJUDICE

Owner(s) of Record: GGP-Natick West L.L.C.
c/o GGP Inc., 350 North Orleans Street, Suite 300, Chicago, IL 60654-1607

Property
Address: Nouvelle Way at Speen Street, Natick, MA 01760

Stations: 700+11+/- LT to 700+44+/- LT

Parcel Number (ROW Plans) & Square Footage(s): Parcel X-TE-17 478+/- SF

Projects: Cochituate Rail Trail

Permission is hereby given to the above municipality and the Massachusetts Department of Transportation, Highway Division or its duly authorized agents to enter upon my property in connection with the reconstruction of a roadway on the above named project. Plans for this project are located in the Municipal Offices. **A ROW Plans showing the impacts to my property are attached.** The purpose of this Right of Entry is to allow for changes and to carry out the work on my property as out lined below.

- Reconstruct approximately 5 feet of HMA sidewalk.
- Regrade areas adjacent to the sidewalk to match in to existing conditions.
- MassDOT or its duly authorized agent shall maintain at all times a minimum one lane vehicle access to Nouvelle Way for the duration of construction of this project.
- This Right of Entry shall terminate on the completion of the construction for the above referenced project.

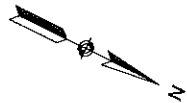
This Right of Entry is made of my/our free will. I/we waive my/our right(s) to an appraisal and compensation. I/we have been advised of our rights for just compensation under the provisions of Uniform Act of 1970, as amended. This entry is to be made without prejudice to my rights in settlement of any claims for damages that may hereafter appear. I/we have been given the Federal Aid Acquisition Guide for Property Owners and have reviewed it.

GGP-Natick West L.L.C.
Granted by: [Signature] 6/1/2018
Owner(s)/ Authorized Representative Date

****All Owners of Records must sign****

Recommended by: William D. Cheneau ACTING TOWN ADMINISTRATOR/ 5-17-18
Authorized City/Town Official - Title Date

Note: If the subject parcel(s) is/are owned by a corporation, estate, trust, etc., then an appropriate document, authorizing this donation must be attached to this document. Note: An executed Affidavit from the municipality must be attached for this document to be valid for ROW Certification.



LIMIT OF WORK
STATION 700+29.05
N: 2935858.3581
E: 688088.7659

PARCEL X-TE-17
N/F GGP NATICK RESIDENCE LLC
AREA ABOUT 478 SF

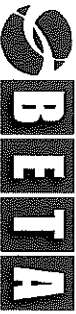
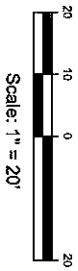
PROP. LOAM AND SEED

2007 TOWN LAYOUT

1957 COUNTY LAYOUT

PROP. CEM.
CON. WCR

**SPEEN
STREET**



www.BETA-inc.com

Cochituate Rail Trail
Natick/Framingham, Massachusetts

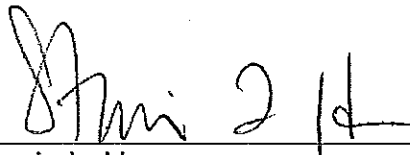
Property Plan
40 Nouvelle Way

**SECRETARY'S CERTIFICATE
GGP-NATICK WEST L.L.C.**

I, the undersigned, being the duly appointed Secretary of GGP-Natick West L.L.C., a Delaware limited liability company (the "LLC"), with its principal place of business at 350 N. Orleans, Suite 300, Chicago, IL 60654-1607, hereby certifies that:

1. The LLC is the owner of record of the property located at Nouvelle Way at Speen Street, Natick, Massachusetts, 01760 (the "Property");
2. That Rosemary G. Feit is the duly appointed Executive Vice President of the LLC and as such is authorized to execute and deliver any necessary instrument, document or agreement on behalf of the LLC, including but not limited to a Right of Entry;
3. That Gregory R. Lynch is the duly appointed Assistant Secretary of the LLC and as such is authorized to execute and deliver any necessary instrument, document or agreement on behalf of the LLC, including but not limited to a Right of Entry;
4. Attached to this Secretary's Certificate is an incumbency certificate which reflects Mr. Lynch's and Ms. Feit's true signatures.

IN WITNESS THEREOF, I have hereunto subscribed my official signature this 1st day of June, 2018.




Stacie L. Herron

State of ILLINOIS

County of COOK

Personally appeared before me, a Notary Public in and for the County and State aforesaid, is Stacie L. Herron, personally known to me and the same person who executed the foregoing certificate.



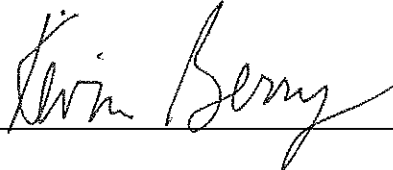
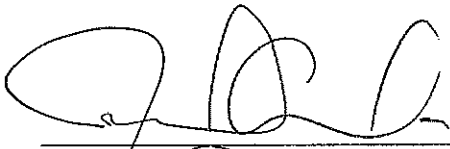
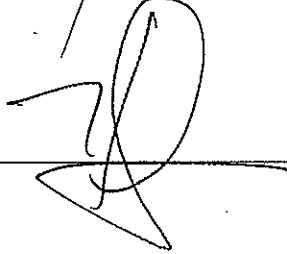
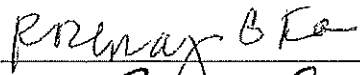

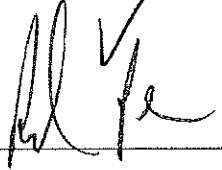
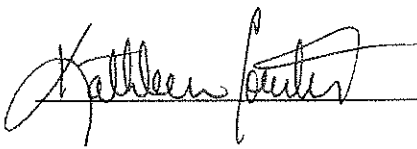
Witness my hand and notarial seal, in the County and State aforesaid, this 1st day of June, 2018.



Kathleen K. Schreiber, Notary Public
My Commission Expires 02/17/2020



GGP INC. SUBSIDIARIES
Incumbency Signatures

NAME	TITLE	SIGNATURE
Sandeep Mathrani	Chief Executive Officer	 _____
Shobi Khan	President and Chief Operating Officer	 _____
Kevin J. Berry	Executive Vice President, Human Resources and Communications	 _____
Jared W. Chupalla	Executive Vice President, Leasing	 _____
Heath R. Fear	Executive Vice President, Chief Financial Officer and Treasurer	 _____
Rosemary G. Feit	Executive Vice President and General Counsel	 _____
Brian S. McCarthy	Executive Vice President, Asset Management	 _____
Richard S. Pesin	Executive Vice President, Anchors, Development and Construction	 _____
Kathleen M. Courtis	Senior Vice President	 _____

GGP INC. SUBSIDIARIES

Incumbency Signatures

Tara L. Marszewski

Senior Vice President and Chief Accounting Officer

Tara Marszewski

Jeffrey P. Aldridge

Senior Vice President

Jeff P. Aldridge

Stacie L. Herron

Vice President and Secretary

Stacie L. Herron

Mary Beattie-Binder

Assistant Secretary

Mary Beattie-Binder

Gregory R. Lynch

Assistant Secretary

Gregory R. Lynch

Howard A. Sigal

Assistant Secretary

Howard A. Sigal

**DECLARATION AND DEDICATION OF PUBLIC LAND
LOCATED AT 82 NORTH MAIN STREET IN NATICK, MASSACHUSETTS FOR
PERPETUAL PUBLIC ACCESS AND PUBLIC WAY PURPOSES**

82 North Main Street,
Natick, Massachusetts

The Town of Natick, a municipal corporation and body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, having a place of business at Natick Town Offices, 13 East Central Street, Natick, Massachusetts 01760 (the “Town”), as the owner of certain Town property located at 82 North Main Street in Natick, Massachusetts (the “Town Property”), acting by and through its Board of Selectmen upon the authority of the vote by the Town of Natick 2018 Spring Annual Town Meeting on Article 26 (the “Vote”) and by virtue of every other power and authority hereto enabling us, hereby declares and dedicates portions of the Town Parcels for construction purposes and for public access, public ways and public sidewalks in connection with the Town’s “Cochituate Rail Trail” project (the “Project”) and as follows.

The portions of Town Property to which this Declaration and Dedication applies are shown on the plan work shown on Sheet 9 of the plan described below. These foregoing activities may be conducted within the Easement Area shown as “Parcel X-1-T N/F XXXXXX, area about 2,302 SF” on a Plan entitled “Plan of Road in the Town of Natick, Middlesex County Showing Locations of Easements for Roadway Purposes, dated May 22, 2018, recorded herewith.

Perpetual Rights

The Town and the general public shall have the non-exclusive perpetual right to enter upon, travel over, maintain, repair and use those portions of the Town Property shown on the plan and listed below the Parcels for public access and public ways and sidewalks and all other purposes for which ways are used in the Town of Natick and the Commonwealth of Massachusetts.

<u>Parcel</u>	<u>Assessor ID</u>	<u>Address/Location</u>	<u>Area (±)</u>
X-1-T	Map 35 Lot 113C	82 North Main Street	2,302 s.f.

Such purposes, uses and improvements include, by way of illustration and without limitation, passage for pedestrians, vehicles and bicyclists and pavement and improvements for sidewalks, pathways, grading, sloping and drainage. The Town shall not make any improvements to the Parcels materially inconsistent with the allowed purposes described above.

In so dedicating the Parcels, the Town intends to have the above-described rights over the above-described parcels to be perpetual in duration and to have the Parcels used for public access and public ways and sidewalks and all other purposes for which ways are used in the Town of Natick and the Commonwealth of Massachusetts in furtherance of numerous public policies to

create convenient and safe public access and travel. To that end, if for any reason this Declaration and Dedication shall be deemed subject to sun-setting provisions, terminated, void or voidable on any grounds, or other principles requiring duration less than perpetual, then the Town and its successors shall undertake and carry out all reasonably necessary measures to extend, adopt and/or renew the terms of this Declaration and Dedication to ensure that the Parcels are permanently used in a manner consistent with the terms and intent of this Declaration and Dedication.

We direct that this instrument be filed with the Registry and with the Town Clerk. In the event any provision of this instrument is deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of this instrument shall be valid and enforceable to the fullest extent permitted by law.

For the Town's authority to dedicate the Town Property pursuant to this instrument, see the certified copy of the Vote attached hereto as Exhibit A.

For title, see the instrument recorded at the Middlesex South Registry of Deeds in Book XXXX, Page XXXX.

EXECUTED as a sealed instrument as of this _____ day of June, 2018.

TOWN OF NATICK,
By its Board of Selectmen:

Amy K. Mistrot, Chair

Susan G. Salamoff, Vice Chair

Michael J. Hickey, Jr., Clerk

Richard P. Jennett, Jr.

Jonathan Freedman

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, **Amy K. Mistrot**, who proved to me through satisfactory evidence of identification, which was that she is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared **Susan G. Salamoff**, who proved to me through satisfactory evidence of identification, which was that she is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, **Michael J. Hickey, Jr**, who proved to me through satisfactory evidence of identification, which was that he is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, **Richard P. Jennett, Jr.**, who proved to me through satisfactory evidence of identification, which was that he is known to me personally 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:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared **Jonathan H. Freedman**, who proved to me through satisfactory evidence of identification, which was that he is known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

DRAFT – for client review and comment only not a public document

EXHIBIT A

Town Clerk Certified Copy of the
2018 Spring Annual Town Meeting Vote on Article 26

CITY/TOWN
MASSACHUSETTS

RIGHT OF ENTRY - WITHOUT PREJUDICE

Owner(s) of Record: MCREF Natick Development LLC

Address: 84 North Main Street, Natick, MA 01760

Stations: 112+56+/- LT to 112+88+/- LT

Parcel Number (ROW Plans) & Square Footage(s): Parcel X-TE-16 115+/- SF

Projects: Cochituate Rail Trail

Permission is hereby given to the above municipality and the Massachusetts Department of Transportation, Highway Division or its duly authorized agents to enter upon the portion of my property labeled as Parcel X-TE-16 as shown on Figure 1 attached herto, in connection with the reconstruction of a roadway on the above named project. Plans for this project are located in the Municipal Offices. **A ROW Plan showing the impacts to my property are attached herto as Figure 1.** The purpose of this Right of Entry is to allow for changes and to carry out the work on within Parcel X-TE-16 in accordance the project plans and as out lined below.

- Reconstruct approximately 11 feet of HMA sidewalk.
- Remove and reset an existing bench.
- Regrade areas adjacent to the trail to match in to existing conditions.
- This Right of Entry shall terminate on the completion of the construction for the above referenced project.
- Any portion of Parcel X-TE-16 disturbed as a result of work undertaken pursuant to the rights granted hereunder shall be restored to the condition that existed immediately prior to such disturbance.
- During any period when Parcel X-TE-16 is being used, the extent permitted by law, the Town of Natick agrees to indemnify, defend, and hold harmless the Owner, from and against any loss, cost, expense (including, without limitation, reasonable attorneys' fees), or damage to persona or property, to the extent those losses, costs, expenses, or damage arises out of any willful or negligent act or omission of the Town of Natick, its contractors, agents, employees or servants related to or in connection with the exercise of the rights acquired herein.

This Right of Entry is made of my/our free will. I/we waive my/our right(s) to an appraisal and compensation. I/we have been advised of our rights for just compensation under the provisions of Uniform Act of 1970, as amended. This entry is to be made without prejudice to my rights in settlement of any claims for damages that may hereafter appear. I/we have been given the Federal Aid Acquisition Guide for Property Owners and have reviewed it.

Granted by: _____ / _____
****All Owners of Records must sign****

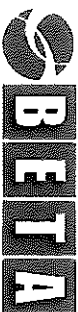
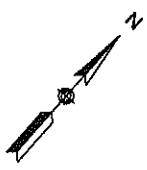
Owner(s)/ Authorized Representative

Date _____

Recommended by: _____ /
Authorized City/Town Official - Title

Date _____

Note: If the subject parcel(s) is/are owned by a corporation, estate, trust, etc., then an appropriate document, authorizing this donation must be attached to this document. **Note:** An executed Affidavit from the municipality must be attached for this document to be valid for ROW Certification.



Cochituate Rail Trail
Natick/Framingham, Massachusetts

Property Plan
84 North Main Street
(MCREF Natick Development, LLC)

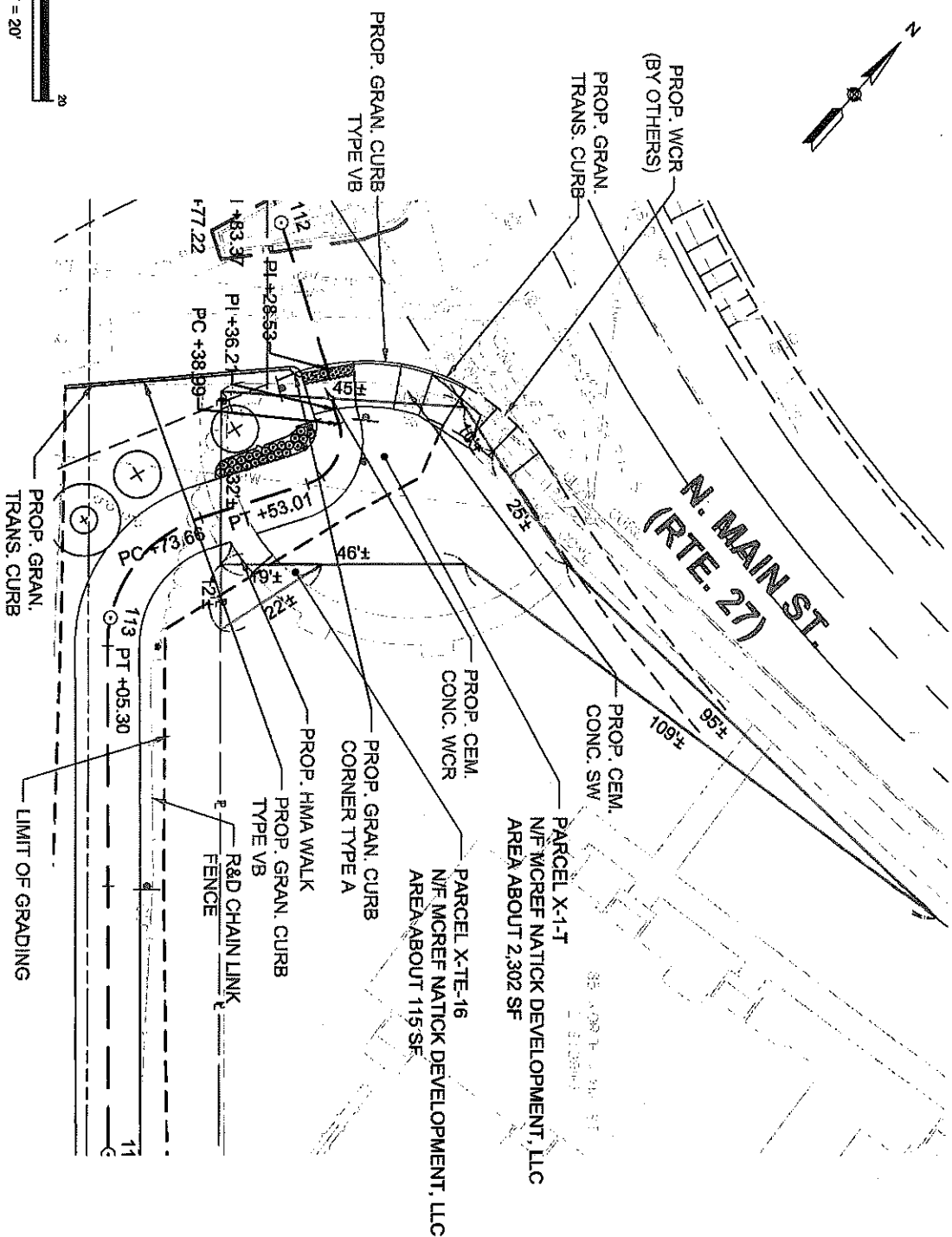


FIGURE 1



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



William Chenard
Town Administrator
Natick Town Hall - 2nd floor
13 East Central Street
Natick, MA 01760

May 17, 2018

Dear Mr. Chenard,

Enclosed with this letter are three originals of a Traffic Control Agreement regarding the Bike Path Construction relative to the Framingham-Natick-Cochituate Rail Trail Project in the Town of Natick. This Agreement is required by the Federal Highway Administration in accordance with Title 23 USC, Sections 109(d) and 116. The purpose of these Agreements is to assure that the ways within and adjacent to the project will be operated and maintained by the municipality as planned. Failure on the part of any municipality to execute and fulfill the terms of the Agreement may cause disqualification from participation in future Safety Improvement Projects.

This Agreement has been discussed with the project design engineer and municipal representatives. The proper officials, including the Town Counsel, are required to sign all three originals of each Agreement and affix all attestations and seals.

It is requested that all pertinent traffic regulations be enacted. In the instance where existing municipal regulations are in conflict with the Agreement, action must be taken to bring them into compliance with the Agreement.

Please submit to this office the three signed originals of each Agreement and three signed, dated and executed originals of the regulation establishing the "Specific Provisions Section" as detailed in the Traffic Control Agreements. If any of the "Specific Provisions Section" is in effect, please provide a copy of the regulation. Upon completion please forward all required documents to: State Traffic Engineer, Room 7210, Ten Park Plaza, Boston, MA 02116, Attention: Joseph J. Amato, for processing.

If you have any questions regarding this matter, you can contact Joseph J. Amato of the Highway Safety Division at (857)368-9653.

Sincerely,

Neil E. Boudreau
State Traffic Engineer



MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

TRAFFIC ENGINEERING

TRAFFIC CONTROL AGREEMENT

AGREEMENT BETWEEN THE
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION AND THE
TOWN OF NATICK

FEDERAL AID PROJECT NO. Pending

AGREEMENT NO. 103996

AGREEMENT, made this ____ day of _____, 2018 by and between the Massachusetts Department of Transportation, hereinafter called "**MASSDOT**," and the Town of Natick, hereinafter called the "**TOWN**," pursuant to the provisions of 23 U. S. C. §§ 109(d) & 116, and in accordance with the official standards of MASSDOT, which have been adopted in conformity with the provisions and recommendations of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Department of Transportation, Federal Highway Administration, hereinafter called "**STANDARDS**."

WHEREAS, MASSDOT and the TOWN have agreed that COCHITUATE RAIL TRAIL, being in whole or in part a TOWN way, has qualified to participate in the Federal Aid Program with the work being financed in part by the Federal Government; and

WHEREAS, the United States Government, through its Department of Transportation, Federal Highway Administration, requires that the project area upon completion will be operated and maintained in an adequate manner; and

WHEREAS, the TOWN approves the proposed plans for the improvements and upon completion of the project will be the responsibility of the TOWN.

NOW, THEREFORE, in consideration thereof, the TOWN hereby agrees to conform to the following provisions:

General Provisions

- A. All information, regulatory or warning signs, all traffic control signals, flashing beacons, traffic islands or other traffic control devices and all pavement or other markings within the ways located in the project area shall be designed, located and operated in accordance with the STANDARDS of MASSDOT for such devices.

- B. The Police Department of the TOWN shall be the enforcement agency for traffic regulations established in accordance with this AGREEMENT and the traffic devices installed in connection therewith.
- C. Signed, dated and attested copies of amendments to the TOWN traffic ordinances necessary for the enforcement of any specific provisions will be forwarded forthwith by the TOWN to MASSDOT.

Special Provisions

STOP SIGNS – to be installed in accordance with applicable permits filed or to be filed by the TOWN and approved by the Department.

R1-1 STOP (Roadway)

Station 112+00+/- Lake Street (1 Sign)

R1-1 STOP (Shared-use Path)

Station 23+50+/- Chrysler Road Connection (1 sign)
Station 42+25+/- American Vets Parking Lot (2 signs)
Station 67+50+/- Route 9 South Walkway Connection (2 Signs)
Station 95+00+/- Fisher Street (2 Signs)
Station 112+00+/- Lake Street (2 Signs)
Station 128+50+/- Willow Street Connection (1 sign)

R1-2 YIELD

Station 29+25+/- Speen Street Spur Roundabout Connection (3 Signs)

R5-3 NO MOTOR VEHICLES

Station 15+25+/- Route 30 South Walkway Connection (1 sign)
Station 23+50+/- Chrysler Road (1 sign)
Station 42+25+/- American Vets Parking Lot (2 signs)
Station 61+50+/- Route 9 North Walkway Connection (1 Signs)
Station 67+50+/- Route 9 South Walkway Connection (2 Signs)
Station 95+00+/- Fisher Street (2 Signs)
Station 106+50+/- General Green Avenue (2 Signs)
Station 112+00+/- Lake Street (2 Signs)
Station 124+50+/- Mechanic Street (1 sign)
Station 128+50+/- Willow Street Connection (1 sign)
Station 701+50+/- Speen Street Intersection (1 sign)

R6-5P ROUNDABOUT CIRCULATION

Station 29+25+/- Speen Street Spur Roundabout Connection (3 Signs)

R9-5 USE PED SIGNAL

Station 106+50+/- General Green Avenue (2 Signs)
Station 701+50+/- Speen Street Intersection (1 sign)

R10-5 TURNING VEHICLES – YIELD TO PEDESTRIANS

Station 110+80+/- Route 27 (North Main Street) (1 Signs)

Access and Egress

Within the limits of the Federal Aid Project, neither additional driveways (residential or commercial) nor relocation or alteration of existing driveways shall be permitted unless they are in conformance with MASSDOT STANDARDS and receive prior written approval from MASSDOT.

Traffic Islands

Traffic islands or median islands and traffic devices thereon are not to be installed, altered or removed without the prior written approval of MASSDOT. Parking is prohibited on and adjacent to all traffic islands and median islands within the Federal Aid Project area.

Traffic Control Signals

- A. Traffic Control Signals shall be operated in strict accordance with the requirements of the applicable permit.
- B. Changes in the operation of the traffic control signals located in the Federal Aid Project area are not to be made without the prior written approval of MASSDOT.
- C. Traffic Control Signals, the operation of which is pertinent to the Federal Aid Project area covered by this AGREEMENT, will be installed to control traffic as shown on the plans for this Federal Aid Project. All power charges for the operation of the installation will be the responsibility of the TOWN as well as charges for maintenance and control. The traffic control signals listed below will be under the ownership and control of the TOWN.

Speen Street at Nouvelle Way

Miscellaneous

Traffic Controls or regulations instituted whether by the MASSDOT or the TOWN on ways or parts thereof within the Federal Aid Project are to remain in force and effect until proposed future changes have been approved in writing by MASSDOT.

MASSDOT will not approve any future proposed traffic control changes within the Federal Aid Project, which will in the opinion of MASSDOT, lessen to any degree the efficient utilization of the highway for traffic purposes.

Maintenance

The TOWN, in accordance with the provisions of 23 U.S.C. §§ 109(d) & 116, will properly maintain the way and all traffic control devices and pavement markings under the control of the TOWN within the project area. This obligation includes features of facilities and equipment that are required to be readily accessible to and usable by persons with disabilities. This requirement does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs.

Penalty

Continued and willful failure on the part of the TOWN to fulfill its responsibility in the proper maintenance and operation and the enforcement of the traffic regulations of the completed project may disqualify the TOWN from participation in future Federal Aid Projects in which the TOWN has maintenance responsibility, as provided in Title 23 USC.

Such failure may result in the withholding or withdrawal of the unexpended balance of any funds assigned to the TOWN, under the provisions of MASS. GEN. LAWS ch. 90, § 34.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the day and year first written.

**TOWN OF NATICK
BOARD OF SELECTMEN**

**MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION**

Richard P. Jennett, Jr.

HIGHWAY ADMINISTRATOR

Susan G. Salamoff

Amy K. Mistrot

Michael J. Hickey, Jr.

Jonathan Freedman

LEGAL CERTIFICATION

This will certify that the Town has complied with all applicable State Laws and its By-Laws and Ordinances as they apply to this AGREEMENT and that this AGREEMENT is a valid, binding Agreement with the Town.

DATE

TOWN COUNSEL

CERTIFICATE OF SIGNATORY

This will certify that the below named individuals are duly authorized and empowered to execute and deliver this AGREEMENT on behalf of the City of NATICK.

NAME William Chenard

TITLE Acting Town Administrator

DATE

ATTEST

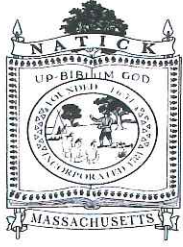
NAME Diane Packer

TOWN CLERK

ITEM TITLE: Deputy Town Administrator/Finance Director: Year-End Transfers
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
FY 2018 Year End Transfers Memo-J. Townsend	6/22/2018	Cover Memo



OFFICE OF THE DEPUTY TOWN
ADMINISTRATOR / FINANCE DIRECTOR

Office (508) 647-6416 Fax (508) 647-6424
Email: jtownsend@natickma.org

Town of Natick

To: Board of Selectmen and Finance Committee
From: John M. Townsend, Deputy Town Administrator/Finance Director
CC: Melissa Malone, Town Administrator; William Chenard, Deputy Town Administrator/Operations
Date: 6/25/2018
Re: FY 2018 Year End Transfers

In order to close FY 2018, pursuant to M.G.L. c.44 §33B, the following transfers are necessary to balance the following general fund accounts:

0112301511100 **Board of Selectmen/Town Administrator – Personnel**
Shortfall - \$18,128.72
Reason – Additional compensation paid for FY 2018
Transfer from – 0191001517010 Insurance Group Health/Life

0116201511100 **Clerk – Board of Registrars - Personnel**
Shortfall - \$1,500.00
Reason – Stipend increase
Transfer from - 0191001517010 Insurance Group Health/Life

ITEM TITLE: Collector/Treasurer: Approve Issue of \$4,487,000 General Obligation Bond Anticipation Notes Municipal Purpose Loan and Sign Associated Loan Documents

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
BAN Sale Documents	6/21/2018	Cover Memo
Vote of the Board of Selectmen	6/22/2018	Cover Memo
Notes	6/25/2018	Cover Memo

MUNICIPAL PURPOSE LOAN

Town of Natick, Massachusetts

\$4,487,000 General Obligation Bond Anticipation Notes

Sale Date: 6/20/2018
Dated Date: 6/29/2018
Delivery Date: 6/29/2018
Due Date: 12/7/2018
Bank Qualification: No



<u>Purpose</u>	<u>Vote Date(s)</u>	<u>Reference</u>	<u>Article Number</u>	<u>Amount Authorized</u>	<u>Previous Issues</u>	<u>Bonds, Grants, and/or Paydowns</u>	<u>Renewal This Issue</u>	<u>New This Issue</u>	<u>Total This Issue</u>	<u>Balance Unissued</u>	<u>Original Issue Date</u>	<u>Prorata Interest</u>	<u>Prorata Premium</u>
Kennedy Middle School Design	10/24/2017	Ch. 44, s. 7(7)	17	\$2,975,000	\$0	\$0	\$0	\$2,975,000	\$2,975,000	\$0	6/29/2018	\$35,906.60	\$14,127.62
Replace SCBA Equipment	10/17/2017	Ch. 44, s. 7(1)	9, B	\$350,000	\$0	\$0	\$0	\$350,000	\$350,000		6/29/2018	\$4,224.31	\$1,662.07
SCADA Equipment Upgrade	10/17/2017	Ch. 44, s. 7(9)	9, C	\$125,000	\$0	\$0	\$0	\$125,000	\$125,000	\$0	6/29/2018	\$1,508.68	\$593.60
Equipment - Chlorine Gas Scrubber	10/17/2017	Ch. 44, s. 8(7A)	9, C	\$320,000	\$0	\$0	\$0	\$320,000	\$320,000	\$0	6/29/2018	\$3,862.22	\$1,519.61
Roadway & Sidewalks	4/24/2018	Ch. 44, s. 7(1)	14, B	\$1,000,000	\$0	\$0	\$0	\$350,000	\$350,000	\$650,000	6/29/2018	\$4,224.31	\$1,662.07
Roadway Improvements - Washington Ave.	4/24/2018	Ch. 44, s. 7(1)	14, B	\$2,500,000	\$0	\$0	\$0	\$75,000	\$75,000	\$2,425,000	6/29/2018	\$905.21	\$356.16
Fox Hill Drive Water Main Replacement	4/24/2018	Ch. 44, s. 8(5)	14, D	\$667,000	\$0	\$0	\$0	\$67,000	\$67,000	\$600,000	6/29/2018	\$808.65	\$318.17
Replace Ground Water Wells	4/24/2018	Ch. 44, s. 8(4)	14, D	\$500,000	\$0	\$0	\$0	\$150,000	\$150,000	\$350,000	6/29/2018	\$1,810.42	\$712.32
East Central Water Main	4/24/2018	Ch. 44, s. 8(5)	14, D	\$850,000	\$0	\$0	\$0	\$75,000	\$75,000	\$775,000	6/29/2018	\$905.21	\$356.16
Totals				\$9,287,000	\$0	\$0	\$0	\$4,487,000	\$4,487,000	\$4,800,000		\$54,155.60	\$21,307.77

Town of Natick, Massachusetts

\$4,487,000 General Obligation Bond Anticipation Notes

Sale Date: 6/20/2018
Dated Date: 6/29/2018
Delivery Date: 6/29/2018
Due Date: 12/7/2018
Days Per Year: 360
Day Count: 158
Bank Qualified: No
Rating: None



Bidder	Underwriter	Principal	Coupon Rate	Premium	Interest	Net Interest	NIC	Prorata Premium	Prorata Interest	Award	Reoffering Yield
Eastern Bank	•	\$4,487,000	2.75%	\$21,307.77	\$54,155.60	\$32,847.83	1.6680%	\$21,307.77	\$54,155.60	\$4,487,000	
TD Securities	•	\$4,487,000	2.50%	\$15,883.98	\$49,232.36	\$33,348.38	1.6934%				
Century Bank		\$2,500,000	2.70%	\$8,375.00	\$29,625.00	\$21,250.00	1.9367%				
Oppenheimer & Co., Inc.	•	\$4,487,000	3.00%	\$18,555.00	\$59,078.83	\$40,523.83	2.0578%				
Award Totals								\$21,307.77	\$54,155.60	\$4,487,000	

Weighted Average Net Interest Cost: 1.6680%

PRELIMINARY OFFICIAL STATEMENT AND NOTICE OF SALE DATED JUNE 13, 2018

In the opinion of Locke Lord LLP, Bond Counsel, based upon an analysis of existing law and assuming, among other matters, compliance with certain covenants, interest on the Notes is excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"). Interest on the Notes will not be included in computing the alternative minimum taxable income of individuals or, except as described herein, corporations. Under existing law, interest on the Notes is exempt from Massachusetts personal income taxes, and the Notes are exempt from Massachusetts personal property taxes. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Notes. The Notes are not "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code See "Tax Exemption" herein.

TOWN OF NATICK, MASSACHUSETTS \$4,487,000 GENERAL OBLIGATION BOND ANTICIPATION NOTES

The Town of Natick, Massachusetts (the "Town"), will receive telephone and electronic bids at Hilltop Securities Inc. (617-619-4400) in the case of telephone bids and via PARITY in the case of electronic bids until 11:00 a.m., eastern time, Wednesday, June 20, 2018 for the purchase of the following described General Obligation Bond Anticipation Notes (the "Notes").

\$4,487,000 General Obligation Bond Anticipation Notes (new money). The Notes will be dated June 29, 2018 and will be payable December 7, 2018. Interest will be computed on a 30 day month/360 day year basis (158/360).

Bids may be submitted electronically via PARITY pursuant to this Notice of Sale until 11:00 a.m., eastern time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may contact Hilltop Securities Inc. (617) 619-4400 or PARITY at (212) 404-8102.

The Notes will be issued by means of a book-entry system, evidencing ownership of the Notes in principal amounts of \$1,000, or integral multiples thereof, with transfers of ownership effected on the records of The Depository Trust Company (DTC) and its participants pursuant to rules and procedures adopted by DTC (see "Book-Entry Transfer System"), unless the issuance of a fully registered note certificate is requested by the winning bidder and the issuance of such certificate is approved by the Town. Principal and interest will be payable upon maturity in federal funds at U.S. Bank National Association, Boston, Massachusetts.

Bids for the Notes may be submitted for all or part of the Notes at a single or various rates of interest in multiples of one-hundredth (1/100) of one percent (1%). The Notes will be awarded on the basis of the lowest net interest cost to the Town. No bid of less than par and accrued interest to the date of delivery will be considered. **No coupon greater than 3.00% will be accepted. A premium of at least \$3.35 must be included for each \$1,000 bid.** The right is reserved to reject any and all bids not complying with this Notice of Sale and, so far as permitted by law, to waive any irregularity with respect to any bid. The Notes will be awarded on the basis of lowest net interest cost to the Town after deduction of premium, if any. Such cost will be determined by computing the total amount of interest payable on the Notes, at the rate or rates stated, from June 29, 2018 until the maturity of the Notes and deducting therefrom the sum, if any, by which the amount bid for the Notes exceeds the aggregate principal amount of the Notes. In the event a bidder offering a premium for the Notes is awarded a lesser amount of Notes than bid, the premium shall be reduced proportionately.

An electronic bid made in accordance with this Notice of Sale shall be deemed an offer to purchase the Notes in accordance with the terms provided in this Notice of Sale and shall be binding upon the bidder as if made by a signed and sealed written bid delivered to the Town.

Any bidder who submits a winning bid by telephone in accordance with this Notice of Sale shall be required to provide written confirmation of the terms of the bid by faxing or e-mailing a completed, signed bid form to Hilltop Securities Inc., by not later than 12:00 p.m. eastern time, on the date of sale.

The award of the Notes to the winning bidder will not be effective until the bid has been approved by the Treasurer and the Board of Selectmen of the Town.

The successful bidder for the Notes may request that the Notes be issued in the form of one fully registered physical certificate, rather than in book-entry form through the facilities of DTC. The successful bidder seeking the issuance of the Notes in this manner shall bear any and all costs of any re-registration or transfer of Notes from time to time. Any bidder seeking to have the Notes issued in the form of a fully registered physical certificate or certificates, rather than in book-entry form, shall indicate this preference to the Town at the time of the submission of the winning bid. The Town reserves the right to decline any request to issue the Notes in non-book entry form if it should determine, in its sole discretion, that issuing the Notes in this manner is not in its best interests.

It shall be the condition of the successful bidder's obligation to accept delivery of and pay for the Notes that, contemporaneously with or before accepting the Notes and paying therefor, it shall be furnished, without cost, with (a) the approving opinion of the firm of Locke Lord LLP, Boston, Massachusetts, Bond Counsel to the Town, with respect to the Notes, (b) a certificate in form satisfactory to said firm, dated as of the date of delivery of the Notes and receipt of payment therefor, to the effect that there is no litigation pending, or to the knowledge of the signer or signers thereof, threatened affecting the validity of the Notes or the power of the Town to levy and collect taxes to pay them, and (c) a certificate of the Town's Treasurer to the effect that, to the best of his knowledge and belief, both the Preliminary Official Statement as of its date and as of the date of sale and the Final Official Statement referred to below as of its date and as of the date of delivery of such Notes did not and do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

Any successful bidder shall assist the Town in establishing the issue price of the Notes and shall execute and deliver to the Town on the Closing Date an "issue price" or similar certificate, in the applicable form set forth in Exhibit 1 to this Notice of Sale, setting forth the reasonably expected initial offering price(s) to the public or the actual sale prices of the Notes, together with the supporting pricing wires or equivalent communications, or, if applicable, the amounts bid, with such modifications as may be appropriate or necessary, in the reasonable judgment of the successful bidder, the Town and Bond Counsel. All actions to be taken by the Town under this Notice of Sale to establish the issue price of the Notes may be taken on behalf of the Town by Hilltop Securities Inc. ("Financial Advisor") and any notice or report to be provided to the Town may be provided to the Financial Advisor.

Competitive Sale Requirements. If the competitive sale requirements ("competitive sale requirements") set forth in Treasury Regulation § 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Notes) have been satisfied, the Town will furnish to the successful bidder on the Closing Date a certificate of the Financial Advisor, which will certify each of the following conditions to be true:

1. the Town has disseminated this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
2. all bidders had an equal opportunity to bid;
3. the Town received bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
4. the Town awarded the sale of the Notes to the bidder who submitted a firm offer to purchase the Notes at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Notes, as specified in the bid. Unless a bidder notifies the City prior to submitting its bid by contacting the Financial Advisor at 617-619-4400 and affirming in writing via email or facsimile 617-619-4411, or in its bid submitted via Parity, that it will NOT be an "underwriter" (as defined below) of the Notes, by submitting its bid, each bidder shall be deemed to confirm that it has an established industry reputation for underwriting new issuances of municipal bonds. Unless the bidder has notified the City that it will not be an "underwriter" (as defined below) of the Notes, in submitting a bid, each bidder is deemed to acknowledge that it is an "underwriter" that intends to reoffer the Notes to the public.

In the event that the competitive sale requirements are not satisfied, the Town shall so advise the successful bidder.

Failure to Meet the Competitive Sale Requirements – Option A – The Successful Bidder Intends to Reoffer the Notes to the Public and the 10% Test to Apply. If the competitive sale requirements are not satisfied and a successful bidder intends to reoffer the Notes to the public, the successful bidder may, at its option use the first price at which 10% of a maturity of the Notes (the "10% test") is sold to the public as the issue price of that maturity, applied on a maturity by maturity basis. Any successful bidder shall advise the Financial Advisor if a maturity of the Notes satisfies the 10%

test as of the date and time of the award of the Notes. The Town will not require bidders to comply with the “hold-the-offering-price rule” set forth in the applicable Treasury Regulations and therefore does not intend to use the initial offering price to the public as of the Sale Date as the issue price of the Notes if the competitive sale requirements are not met.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to the relevant maturity of the Notes or all of such Notes are sold to the public, any successful bidder agrees to promptly report to the Financial Advisor the prices at which the unsold Notes of the relevant maturity have been sold to the public, which reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied for such Notes or until all such Notes have been sold. Any successful bidder shall be obligated to report each sale of Notes to the Financial Advisor until notified in writing by the Town or the Financial Advisor that it no longer needs to do so.

By submitting a bid and if the competitive sale requirements are not met, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Notes of a maturity allotted to it until it is notified by a successful bidder that either the 10% test has been satisfied as to the Notes of that maturity or all of the Notes of that maturity have been sold to the public, if and for so long as directed by a successful bidder and as set forth in the related pricing wires and (ii) any agreement among underwriters relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold Notes of each maturity allotted to it until it is notified by a successful bidder or such underwriter that either the 10% test has been satisfied as to the Notes of that maturity or that all of the Notes of that maturity have been sold to the public if and for so long as directed by a successful bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Notes to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

1. “public” means any person other than an underwriter or a related party,
2. “underwriter” means (A) any person, including any successful bidder, that agrees pursuant to a written contract with the Town (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the public), and
3. a purchaser of any of the Notes is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

Failure to Meet the Competitive Sale Requirements — Option B — The Successful Bidder Intends to Reoffer the Notes to the Public and Agrees to Hold the Price of Maturities of Notes for Which the 10% Test in Option A Is Not Met as of the Sale Date. A successful bidder may, at its option, notify the Financial Advisor in writing, which may be by email (the “Hold the Price Notice”), not later than 4:00 p.m. on the Sale Date, that it has not sold 10% of the Notes listed in the Hold the Price Notice (the “Unsold Maturities”) and that the successful bidder will not offer the Unsold Maturities to any person at a price that is higher than the initial offering price to the public during the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date or (ii) the date on which the successful bidder has sold at least 10% of the applicable Unsold Maturity to the public at a price that is no higher than the initial offering price to the public. If a successful bidder delivers a Hold the Price Notice to the Financial Advisor, the successful bidder must provide to the Town on or before the Closing

Date, in addition to the certification described in Option A above, evidence that each underwriter of the Notes, including underwriters in an underwriting syndicate or selling group, has agreed in writing to hold the price of the Unsold Maturities in the manner described in the preceding sentence.

Failure to Meet the Competitive Sale Requirements and/or the Successful Bidder Does Not Intend to Reoffer the Notes to the Public – Option C. If a successful bidder has purchased the Notes for its own account and will not distribute or resell the Notes to the public, then, whether or not the competitive sale requirements were met, the reoffering price certificate will recite such facts and identify the price or prices at which the purchase of the Notes was made.

The purchaser(s) of the Notes will be furnished the opinion of Locke Lord LLP, Boston, Massachusetts approving the legality of the Notes. The opinion will also indicate that the Notes and the enforceability thereof may be subject to bankruptcy and other laws affecting creditor's rights and that their enforceability may also be subject to the exercise of judicial discretion in appropriate cases. Payment of the principal of and interest on the Notes is not limited to a particular fund or source of revenue nor is any lien or pledge for such payment created with respect to any such fund or source. The Notes will be valid and binding general obligations of the Town and except to the extent they are paid from the proceeds of the bonds in anticipation of which they are issued or from any other available moneys, the principal of and interest on the Notes are payable from taxes which may be levied upon taxable property in the Town, subject to the limitation imposed by Chapter 59, Section 21C of the General Laws; provided that taxes levied on certain taxable property located within a development district established by the Town pursuant to Chapter 40Q of the General Laws may be restricted and unavailable to pay the principal of and interest on the Notes.

It is anticipated that CUSIP identification numbers will be printed on the Notes. The Town assumes no responsibility for any CUSIP Service Bureau charge or other charge that may be imposed for the assignment of such numbers.

In order to assist bidders in complying with the requirements of paragraph (b)(5)(i)(C) of Rule 15c2-12 promulgated by the Securities and Exchange Commission, the Town will undertake to provide notices of certain significant events. A description of this undertaking is set forth in the Preliminary Official Statement.

Additional information concerning the Town and the Notes is contained in the Preliminary Official Statement dated June 13, 2018 to which prospective bidders are directed. The Preliminary Official Statement is provided for informational purposes and is not a part of this Notice of Sale. The Preliminary Official Statement has been deemed final by the Town except for the omission of the reoffering prices, interest rates, and other terms of the Notes depending on such matters, and the identity of the underwriters, but is subject to change without notice and to completion or amendment in a Final Official Statement. Copies of the Preliminary Official Statement may be obtained from Hilltop Securities Inc., 54 Canal Street, Boston, Massachusetts, 02114 telephone (617-619-4400). Within seven (7) business days following the award of the Notes and receipt of necessary information from the successful bidder(s), five (5) copies of the Final Official Statement will be made available to the successful bidder. Upon request, additional copies will be provided at the expense of the requester.

The Notes, in definitive form, will be delivered to DTC or the office of its custodial agent, or to the registered owner if a fully registered certificate or certificates is requested by the winning bidder and approved by the Town, on or about June 29, 2018 for credit to the Town in federal funds.

TOWN OF NATICK, MASSACHUSETTS
/s/ Stephen W. Price, Town Treasurer

June 13, 2018

[Issue Price Certificate for Use If the Competitive Sale Requirements Are Met]

Town of Natick, Massachusetts
\$4,487,000 General Obligation Bond Anticipation Notes dated June 29, 2018

ISSUE PRICE CERTIFICATE AND RECEIPT

The undersigned, on behalf of _____ (the "Successful Bidder"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Notes") of the Town of Natick, Massachusetts (the "Issuer").

1. Reasonably Expected Initial Offering Prices.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Notes to the Public by the Successful Bidder are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Notes used by the Successful Bidder in formulating its bid to purchase the Notes. Attached as Schedule B is a true and correct copy of the bid provided by the Successful Bidder to purchase the Notes.

(b) The Successful Bidder was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Successful Bidder constituted a firm offer to purchase the Notes.

2. Defined Terms.

(a) *Maturity* means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Notes. The Sale Date of the Notes is June 20, 2018.

(d) *Underwriter* means (i) any person, including the Successful Bidder, that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

3. Receipt. The Successful Bidder hereby acknowledges receipt of the Notes and further acknowledges receipt of all certificates, opinions, and other documents required to be delivered to the Successful Bidder, before or simultaneously with the Notes, which certificates, opinions, and other documents are satisfactory to the Successful Bidder.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Successful Bidders interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by Locke Lord LLP in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes.

Dated: _____, 2018

[NAME OF SUCCESSFUL BIDDER]

By: _____
 Name:
 Title:

SCHEDULE A
EXPECTED OFFERING PRICES
(To Be Attached)

SCHEDULE B
COPY OF SUCCESSFUL BIDDER'S BID
(To Be Attached)

**[Issue Price Certificate for Use If the Competitive Sale Requirements Are
Not Met and the Hold the Price Rule Is Not Used]**

**Town of Natick, Massachusetts
\$4,487,000 General Obligation Bond Anticipation Notes dated June 29, 2018**

ISSUE PRICE CERTIFICATE AND RECEIPT

The undersigned, on behalf of _____, (the “[Successful Bidder][Representative]”), on behalf of itself [and [NAMES OF OTHER UNDERWRITERS]] hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Notes”) of the Town of Natick, Massachusetts (the “Issuer”).

1. Sale of the Notes. As of the date of this certificate, [except as set forth in the following paragraph,] for each Maturity of the Notes, the first price at which at least 10% of such Maturity of the Notes was sold to the Public is the respective price listed in Schedule A.

[Only use the next paragraph if the 10% test has not been met or all of the Notes have not been sold for one or more Maturities of Notes as of the Closing Date.]

For each Maturity of the Notes as to which no price is listed in Schedule A, as set forth in the Notice of Sale for the Notes, until at least 10% of each such Maturity of the Notes is sold to the Public (the “10% test”) or all of the Notes are sold to the Public, the [Successful Bidder][Representative] agrees to promptly report to the Issuer’s financial advisor, Hilltop Securities Inc. (the “Financial Advisor”) the prices at which the unsold Notes of each Maturity have been sold to the Public, which reporting obligation shall continue after the date hereof until the 10% test has been satisfied for each Maturity of the Notes or until all the Notes of a Maturity have been sold. The [Successful Bidder][Representative] shall continue to report each sale of Notes to the Financial Advisor until notified by email or in writing by the State or the Financial Advisor that it no longer needs to do so.

2. Defined Terms.

(a) *Maturity* means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Underwriter* means (i) any person, including the [Successful Bidder][Representative], that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

3. Receipt. The [Successful Bidder][Representative] hereby acknowledges receipt of the Notes and further acknowledges receipt of all certificates, opinions, and other documents required to be delivered to the [Successful Bidder][Representative], before or simultaneously with the Notes, which certificates, opinions, and other documents are satisfactory to the [Successful Bidder][Representative].

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the [Successful Bidder][Representative]’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by Locke Lord LLP in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes.

Dated: _____, 2018

[SUCCESSFUL BIDDER][REPRESENTATIVE]

By: _____
Name:
Title:

**SALE PRICES
(To be Attached)**

**[Issue Price Certificate for Use If the Competitive Sale Requirements Are
Not Met and the Hold the Price Rule Is Used]**

**Town of Natick, Massachusetts
\$4,487,000 General Obligation Bond Anticipation Notes dated June 29, 2018**

ISSUE PRICE CERTIFICATE AND RECEIPT

The undersigned, on behalf of _____ (the “[Successful Bidder][Representative]”), on behalf of itself [and [NAMES OF OTHER UNDERWRITERS]]hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Notes”) of the Town of Natick, Massachusetts (the “Issuer”).

1. Sale of the Notes. As of the date of this certificate, [except as set forth in following paragraph,] for each Maturity of the Notes, the first price at which at least 10% of such Maturity of the Notes was sold to the Public is the respective price listed in Schedule A.

[Only use the next paragraph if the 10% test has not been met as of the Sale Date.]

For each Maturity of the Notes as to which no price is listed in Schedule A (the “Unsold Maturities”), as set forth in the Notice of Sale for the Notes, the [Successful Bidder][Representative] and any other Underwriter did not [and will not] reoffer the Unsold Maturities until the earlier of (i) _____, 20__ or (ii) the date on which the [Successful Bidder][Representative] or any other Underwriter sold at least 10% of each Unsold Maturity at a price that is no higher than the initial offering price to the Public.

2. Defined Terms.

(a) *Maturity* means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Underwriter* means (i) any person, including the [Successful Bidder][Representative], that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

3. Receipt. The [Successful Bidder][Representative] hereby acknowledges receipt of the Notes and further acknowledges receipt of all certificates, opinion and other documents required to be delivered to the [Successful Bidder][Representative], before or simultaneously with the delivery of the Notes, which certificates, opinions and other documents are satisfactory to the [Successful Bidder][Representative].

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the [Successful Bidder's][Representative's] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by Locke Lord LLP in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes.

Dated: _____, 2018

[SUCCESSFUL BIDDER][REPRESENTATIVE]

By: _____
Name:
Title:

SCHEDULE A
SALE PRICES
(To be Attached)

**PRELIMINARY OFFICIAL STATEMENT
TOWN OF NATICK, MASSACHUSETTS
\$4,487,000 GENERAL OBLIGATION BOND ANTICIPATION NOTES**

This Preliminary Official Statement is provided for the purpose of presenting certain information relating to the Town of Natick, Massachusetts (the "Town") in connection with the sale of \$4,487,000 principal amount of its General Obligation Bond Anticipation Notes (the "Notes"). The information contained herein has been furnished by the Town except information attributed to another governmental agency or official as the source.

Description of the Notes

The Notes will be dated June 29, 2018 and will be payable by U.S. Bank National Association, Boston, Massachusetts, or its successor, as Paying Agent, on December 7, 2018. The Notes will bear interest payable at maturity, calculated on a 30 day-month/360 day-year basis (158/360), at the rate determined upon their sale in accordance with the Notice of Sale dated June 13, 2018. The Notes will be issued by means of a book-entry system evidencing ownership of the Notes in principal amounts of \$1,000, or integral multiples thereof, with transfers of ownership effected on the records of The Depository Trust Company (DTC) and its participants pursuant to the rules and procedures adopted by DTC, unless the delivery of a fully registered note certificate is requested by the winning bidder and the issuance of such certificate is approved by the Town. See "Book-Entry Transfer System" herein.

Authorization of the Notes and Use of Proceeds

The following sets forth the principal amount, purpose, amount authorized, bond anticipation notes outstanding, date of Town approval and statutory authorization for the current offering of Notes:

This Issue	Purpose	Amount Originally Authorized	Date of Authorization	Article	Massachusetts General Law Cite
\$ 2,975,000	Kennedy Middle School Design	\$ 2,975,000	10/24/2017	17	Ch. 44, s. 7(7)
350,000	Replace SCBA Equipment	350,000	10/17/2017	9, B	Ch. 44, s. 7(1)
125,000	SCADA Equipment Upgrade	125,000	10/17/2017	9, C	Ch. 44, s. 7(9)
320,000	Equipment - Chlorine Gas Scrubber	320,000	10/17/2017	9, C	Ch. 44, s. 8(7A)
350,000	Roadway & Sidewalks	1,000,000	4/24/2018	14, B	Ch. 44, s. 7(1)
75,000	Roadway Improvements - Washington Ave.	2,500,000	4/24/2018	14, B	Ch. 44, s. 7(1)
67,000	Fox Hill Drive Water Main Replacement	667,000	4/24/2018	14, D	Ch. 44, s. 8(5)
150,000	Replace Ground Water Wells	500,000	4/24/2018	14, D	Ch. 44, s. 8(4)
75,000	East Central Water Main	850,000	4/24/2018	14, D	Ch. 44, s. 8(5)
\$ 4,487,000	Total				

Tax Exemption

In the opinion of Locke Lord LLP, Bond Counsel to the Town ("Bond Counsel"), based upon an analysis of existing laws, regulations, rulings, and court decisions, and assuming, among other matters, compliance with certain covenants, interest on the Notes is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Bond Counsel is of the further opinion that interest on the Notes will not be included in computing the alternative minimum taxable income of Noteholders who are individuals or, except as described herein, corporations. Bond Counsel expresses no opinion regarding any other federal tax consequences arising with respect to the ownership or disposition of, or the accrual or receipt of interest on the Notes. The Notes are not "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

For taxable years that began before January 1, 2018, interest on the Notes owned by a corporation (other than an S corporation, a qualified mutual fund, a real estate investment trust, a real estate mortgage investment conduit, or a financial asset securitization investment trust) will be included in such corporation's adjusted current earnings for purposes of computing the alternative minimum taxable income of such corporation. The alternative minimum tax on corporations has been repealed for taxable years beginning on or after January 1, 2018.

The Code imposes various requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Notes. Failure to comply with these requirements may result in interest on the Notes being included in gross income for federal income tax purposes, possibly from the date of original issuance of

the Notes. The Town has covenanted to comply with such requirements to ensure that interest on the Notes will not be included in federal gross income. The opinion of Bond Counsel assumes compliance with these requirements.

Bond Counsel is also of the opinion that, under existing law, interest on the Notes is exempt from Massachusetts personal income taxes, and the Notes are exempt from Massachusetts personal property taxes. Bond Counsel has not opined as to other Massachusetts tax consequences arising with respect to the Notes. Prospective Noteholders should be aware, however, that the Notes are included in the measure of Massachusetts estate and inheritance taxes, and the Notes and the interest thereon are included in the measure of certain Massachusetts corporate excise and franchise taxes. Bond Counsel expresses no opinion as to the taxability of the Notes or the income therefrom or any other tax consequences arising with respect to the Notes under the laws of any state other than Massachusetts.

To the extent the issue price of any maturity of the Notes is less than the amount to be paid at maturity of such Notes (excluding amounts stated to be interest and payable at least annually over the term of such Notes), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each owner thereof, is treated as interest on the Notes which is excluded from gross income for federal income tax purposes and is exempt from Massachusetts personal income taxes. For this purpose, the issue price of a particular maturity of the Notes is either the reasonably expected initial offering price to the public, or the first price at which a substantial amount of such maturity of the Notes is sold to the public, as applicable. The original issue discount with respect to any maturity of the Notes accrues daily over the term to maturity of such Notes on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Notes to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Notes. Noteholders should consult their own tax advisors with respect to the tax consequences of ownership of Notes with original issue discount, including the treatment of purchasers who do not purchase such Notes in the original offering to the public at the reasonably expected initial offering price or, if applicable, the first price at which a substantial amount of such Notes is sold to the public.

Notes purchased, whether at original issuance or otherwise, for an amount greater than the stated principal amount to be paid at maturity of such Notes, or, in some cases, at the earlier redemption date of such Notes ("Premium Notes"), will be treated as having amortizable note premium for federal income tax purposes and Massachusetts personal income tax purposes. No deduction is allowable for the amortizable note premium in the case of obligations, such as the Premium Notes, the interest on which is excluded from gross income for federal income tax purposes. However, a Noteholder's basis in a Premium Note will be reduced by the amount of amortizable note premium properly allocable to such Noteholder. Holders of Premium Notes should consult their own tax advisors with respect to the proper treatment of amortizable note premium in their particular circumstances.

Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Notes may adversely affect the value of, or the tax status of interest on, the Notes.

Although Bond Counsel is of the opinion that interest on the Notes is excluded from gross income for federal income tax purposes and is exempt from Massachusetts personal income taxes, the ownership or disposition of, or the accrual or receipt of interest on, the Notes may otherwise affect the federal or state tax liability of a Noteholder. Among other possible consequences of ownership or disposition of, or the accrual or receipt of interest on, the Notes, the Code requires recipients of certain social security and certain railroad retirement benefits to take into account receipts or accruals of interest on the Notes in determining the portion of such benefits that are included in gross income. The nature and extent of all such other tax consequences will depend upon the particular tax status of the Noteholder or the Noteholder's other items of income, deduction, or exclusion. Bond Counsel expresses no opinion regarding any such other tax consequences, and Noteholders should consult with their own tax advisors with respect to such consequences.

Risk of Future Legislative Changes and/or Court Decisions

Legislation affecting tax-exempt obligations is regularly considered by the United States Congress and may also be considered by the Massachusetts legislature. Court proceedings may also be filed, the outcome of which could modify the tax treatment of obligations such as the Notes. There can be no assurance that legislation enacted or proposed, or actions by a court, after the date of issuance of the Notes will not have an adverse effect on the tax status of interest on the Notes or the market value or marketability of the Notes. These adverse effects could result, for example, from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), or repeal (or reduction in the benefit) of the exclusion of interest on the Notes from gross income for federal or state income tax purposes for all or certain taxpayers.

For example, H.R. 1, signed into law on December 22, 2017, reduces the corporate tax rate, modifies individual tax rates, eliminates many deductions, and raises the income threshold above which the individual alternative minimum tax is invoked, among other things. These changes may increase, reduce or otherwise change the financial benefits of owning state and local government bonds or notes. Additionally, Noteholders should be aware that future legislative actions (including federal income tax reform) may retroactively change the treatment of all or a portion of the interest on the Notes for federal income tax purposes for all or certain taxpayers. In all such events, the market value of the Notes may be affected and the ability of Noteholders to sell their Notes in the secondary market may be reduced. The Notes are not subject to special mandatory redemption, and the interest rate on the Notes is not subject to adjustment, in the event of any such change in the tax treatment of interest on the Notes.

Investors should consult their own financial and tax advisors to analyze the importance of these risks.

Book-Entry Transfer System

This section shall apply to Notes issued in book-entry form through the facilities of The Depository Trust Company, New York, NY ("DTC").

DTC will act as securities depository for the Notes. The Notes will be issued in fully-registered form registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Note certificate will be issued for each interest rate, each in the aggregate principal amount bearing such interest rate, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a rating of AA+ from S&P Global Ratings. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of securities deposited with DTC must be made by or through Direct Participants, which will receive a credit for the Notes on DTC's records. The ownership interest of each actual purchaser of each security deposited with DTC ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the securities deposited with DTC are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the securities deposited with DTC, except in the event that use of the book-entry system for such securities is discontinued.

To facilitate subsequent transfers, all Notes deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Notes with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the securities deposited with it; DTC's records reflect only the identity of the Direct Participants to whose accounts such securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Notes unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Town as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Notes will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Town or the Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC (nor its nominee), the Town or the Paying Agent, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Town or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Notes at any time by giving reasonable notice to the Town or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, physical certificates are required to be printed and delivered.

The Town may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, physical certificates will be printed and delivered to Beneficial Owners.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Town believes to be reliable, but the Town takes no responsibility for the accuracy thereof.

Security and Remedies

Full Faith and Credit. General obligation bonds and notes of a Massachusetts city or town constitute a pledge of its full faith and credit. Payment is not limited to a particular fund or revenue source. Except for "qualified bonds" as described below (see "*Serial Bonds and Notes*" under "TYPES OF OBLIGATIONS") and setoffs of state distributions as described below (see "*State Distributions*" below), no provision is made by the Massachusetts statutes for priorities among bonds and notes and other general obligations, although the use of certain moneys may be restricted.

Tax Levy. The Massachusetts statutes direct the municipal assessors to include annually in the tax levy for the next fiscal year "all debt and interest charges matured and maturing during the next fiscal year and not otherwise provided for [and] all amounts necessary to satisfy final judgments". Specific provision is also made for including in the next tax levy payments of rebate amounts not otherwise provided for and payment of notes in anticipation of federal or state aid, if the aid is no longer forthcoming.

The total amount of a tax levy is limited by statute. However, the voters in each municipality may vote to exclude from the limitation any amounts required to pay debt service on indebtedness incurred before November 4, 1980. Local voters may also vote to exempt specific subsequent bond issues from the limitation. (See "*Tax Limitations*" Under "PROPERTY TAXATION" below.) In addition, obligations incurred before November 4, 1980 may be constitutionally entitled to payment from taxes in excess of the statutory limit.

No Lien. Except for taxes on the increased value of certain property in designated development districts which may be pledged for the payment of debt service on bonds issued to finance economic development projects within such districts, no provision is made for a lien on any portion of the tax levy or any other moneys to secure particular bonds or notes or bonds and notes generally (or judgments on bonds or notes) in priority to other claims. Provision is made, however, for borrowing to pay judgments, subject to the General Debt Limit. (See "DEBT LIMITS" below.) Subject to the approval of the State Director of Accounts for judgments above \$10,000, judgments may also be paid from available funds without appropriation and included in the next tax levy unless other provision is made.

Court Proceedings. Massachusetts cities and towns are subject to suit on their general obligation bonds and notes and courts of competent jurisdiction have power in appropriate proceedings to order payment of a judgment on the bonds or notes from lawfully available funds or, if necessary, to order the city or town to take lawful action to obtain the required

money, including the raising of it in the next annual tax levy, within the limits prescribed by law. (See “*Tax Limitations*” under “PROPERTY TAXATION” below.) In exercising their discretion as to whether to enter such an order, the courts could take into account all relevant factors including the current operating needs of the city or town and the availability and adequacy of other remedies. The Massachusetts Supreme Judicial Court has stated in the past that a judgment against a municipality can be enforced by the taking and sale of the property of any inhabitant. However, there has been no judicial determination as to whether this remedy is constitutional under current due process and equal protection standards.

Restricted Funds. Massachusetts statutes also provide that certain water, gas and electric, community antenna television system, telecommunications, sewer, parking meter and passenger ferry fee, community preservation and affordable housing receipts may be used only for water, gas and electric, community antenna television system, telecommunications, sewer, parking, mitigation of ferry service impacts, community preservation and affordable housing and related purposes, respectively; accordingly, moneys derived from these sources may be unavailable to pay general obligation bonds and notes issued for other purposes. A city or town that accepts certain other statutory provisions may establish an enterprise fund for a utility, health care, solid waste, recreational or transportation facility and for police or fire services; under those provisions any surplus in the fund is restricted to use for capital expenditures or reduction of user charges. In addition, subject to certain limits, a city or town may annually authorize the establishment of one or more revolving funds in connection with use of certain revenues for programs that produce those revenues; interest earned on a revolving fund is treated as general fund revenue. A city or town may also establish an energy revolving loan fund to provide loans to owners of privately held property in the city or town for certain energy conservation and renewable energy projects and may borrow to establish such fund. The loan repayments and interest earned on the investment of amounts in the fund shall be credited to the fund. Also, the annual allowance for depreciation of a gas and electric plant or a community antenna television and telecommunications system is restricted to use for plant or system renewals and improvements, for nuclear decommissioning costs, and costs of contractual commitments, or, with the approval of the State Department of Telecommunications and Energy, to pay debt incurred for plant or system reconstruction or renewals. Revenue bonds and notes issued in anticipation of them may be secured by a prior lien on specific revenues. Receipts from industrial users in connection with industrial revenue financings are also not available for general municipal purposes.

State Distributions. State grants and distributions may in some circumstances be unavailable to pay general obligation bonds and notes of a city or town in that the State Treasurer is empowered to deduct from such grants and distributions the amount of any debt service paid on “qualified bonds” (See “*Serial Bonds and Notes*” under “TYPES OF OBLIGATIONS” below) and any other sums due and payable by the city or town to the Commonwealth or certain other public entities, including any unpaid assessments for costs of any public transportation authority (such as the Massachusetts Bay Transportation Authority or a regional transit authority) of which it is a member, for costs of the Massachusetts Water Resources Authority if the city or town is within the territory served by the Authority, or for charges necessary to meet obligations under the Commonwealth’s Clean Water Revolving Loan Programs, including such charges imposed by another local governmental unit that provides wastewater collection or treatment services or drinking water services to the city or town.

If a city or town is (or is likely to be) unable to pay principal or interest on its bonds or notes when due, it is required to notify the State Commissioner of Revenue. The Commissioner shall in turn, after verifying the inability, certify the inability to the State Treasurer. The State Treasurer shall pay the due or overdue amount to the paying agent for the bonds or notes, in trust, within three days after the certification or one business day prior to the due date (whichever is later). This payment is limited, however, to the estimated amount otherwise distributable by the Commonwealth to the city or town during the remainder of the fiscal year (after the deductions mentioned in the foregoing paragraph). If for any reason any portion of the certified sum has not been paid at the end of the fiscal year, the State Treasurer shall pay it as soon as practicable in the next fiscal year to the extent of the estimated distributions for that fiscal year. The sums so paid shall be charged (with interest and administrative costs) against the distributions to the city or town.

The foregoing does not constitute a pledge of the faith and credit of the Commonwealth. The Commonwealth has not agreed to maintain existing levels of state distributions, and the direction to use estimated distributions to pay debt service may be subject to repeal by future legislation. Moreover, adoption of the annual appropriation act has sometimes been delayed beyond the beginning of the fiscal year and estimated distributions which are subject to appropriation may be unavailable to pay local debt service until they are appropriated.

Bankruptcy. Enforcement of a claim for payment of principal or interest on general obligation bonds or notes would be subject to the applicable provisions of federal bankruptcy laws and to the provisions of other statutes, if any, hereafter enacted by the Congress or the State legislature extending the time for payment or imposing other constraints upon enforcement insofar as the same may be constitutionally applied. Massachusetts municipalities are not generally authorized by the Massachusetts General Laws to file a petition for bankruptcy under federal bankruptcy laws. In cases involving significant financial difficulties faced by a single city, town or regional school district, however, the Commonwealth has enacted special legislation to permit the appointment of a fiscal overseer, finance control board or, in the most extreme cases, a state receiver. In a limited number of these situations, such special legislation has also authorized the filing of

federal bankruptcy proceedings, with the prior approval of the Commonwealth. In each case where such authority was granted, it expired at the termination of the Commonwealth's oversight of the financially distressed city, town or regional school district. To date, no such filings have been approved or made.

Bank Eligibility

The Notes are not "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

Opinion of Bond Counsel

The purchaser will be furnished the legal opinion of the firm of Locke Lord LLP, Bond Counsel to the Town. The opinion will be dated and given on and will speak only as of the date of original delivery of the Notes to the successful bidder.

Other than as to matters expressly set forth herein as the opinion of Bond Counsel, Bond Counsel is not passing upon and does not assume any responsibility for the accuracy or adequacy of the statements made in this Official Statement and makes no representation that they have independently verified the same.

Financial Advisory Services of Hilltop Securities Inc.

Hilltop Securities Inc., Boston, Massachusetts, serves as financial advisor to the Town.

Disclosure of Significant Events

In order to assist underwriters in complying with the requirements of paragraph (b)(5)(i)(C) of Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "Rule") applicable to municipal securities having a stated maturity of 18 months or less, the Town will covenant for the benefit of the owners of the Notes to file with the Municipal Securities Rulemaking Board (the "MSRB"), notices of the occurrence of any of the following events with respect to the Notes within ten business days of such occurrence: (a) principal and interest payment delinquencies; (b) non-payment related defaults, if material; (c) unscheduled draws on debt service reserves reflecting financial difficulties; (d) unscheduled draws on credit enhancements reflecting financial difficulties; (e) substitution of credit or liquidity providers, or their failure to perform; (f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determination of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax status of the Notes; (g) modifications to rights of owners of the Notes, if material; (h) bond calls, if material, and tender offers; (i) defeasances; (j) release, substitution or sale of property securing the repayment of the Notes, if material; (k) ratings changes on the Notes; (l) bankruptcy, insolvency, receivership or similar event of the Town; (m) the consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (n) appointment of a successor or additional trustee or the change of name of a trustee, if material.

The covenant will be included in a Significant Events Disclosure Certificate to be executed by the signers of the Notes and incorporated by reference in the Notes. The sole remedy available to the owners of the Notes for the failure of the Town to comply with any provision of the certificate shall be an action for specific performance of the Town's obligations under the certificate and not for money damages; no other person shall have any right to enforce any provision of the certificate.

In the past five years, the Town believes it has complied, in all material respects, with its previous undertakings to provide annual reports or notices of significant events in accordance with the Rule.

TOWN OF NATICK, MASSACHUSETTS

General

The Town of Natick is located in Middlesex County and is approximately 18 miles west of Boston. It is bordered by Wayland to the north, Weston and Wellesley to the east, Dover and Sherborn to the South, and Framingham to the west. According to the 2010 Federal Census, Natick has a population of approximately 33,006 and occupies a land area of 16 square miles. Incorporated as a Town in 1781, Natick is governed by a five member Board of Selectmen, a Town Administrator, and a representative Town Meeting.

The following table sets forth the principal executive officers of the Town.

PRINCIPAL TOWN OFFICIALS

Office	Name	Manner of Selection and Term	Term Expires
Selectmen	Amy Mistrot, Chair	Elected/3 Years	2020
	Jonathan Freedman	Elected/3 Years	2021
	Richard Jennett, Jr.	Elected/3 Years	2019
	Susan Salamoff	Elected/3 Years	2019
	Michael J. Hickey, Jr.	Elected/3 Years	2020
Town Administrator	Melissa Malone	Appointed by the Board of Selectmen	2021
Deputy Town Administrator/ Finance Director	John Townsend	Appointed by Town Administrator	Indefinite
Deputy Town Administrator/ Operations	William Chenard	Appointed by Town Administrator	Indefinite
Comptroller	Ari Mehta	Appointed by Town Selectmen	2020
Treasurer/Collector	Stephen W. Price	Appointed by Town Administrator	2020

Municipal Services

The Town provides general governmental services for the territory within its boundaries, including police and fire protection, public education in grades Pre-K through 12, water and sewer services, street maintenance, library, parks and recreational facilities, and disposal of garbage and rubbish.

The Massachusetts Water Resources Authority provides part of the Town's sewage disposal services while the Massachusetts Bay Transportation provides commuter rail and bus service (see "Overlapping Debt" herein), which is augmented by the Natick Neighborhood Bus Service.

The South Middlesex Regional Vocational Technical School District provides vocational technical education in grades 9 through 12, while the Natick Housing Authority provides housing for eligible low income family, elderly and handicapped persons.

Education

The Town's public school facilities include five elementary schools, two middle schools and one high school. The Town of Natick has a Pre-K through 12 grade plan system. Total enrollment capacity of all schools in the Town is estimated at 5,525.

The following sets forth the recent trend in public school enrollments.

PUBIC SCHOOL ENROLLMENTS – OCTOBER 1,					
	Actual				
	2013	2014	2015	2016	2017
Elementary (PreK-4)	2,118	2,294	2,324	2,330	2,314
Middle School (5-8)	1,629	1,587	1,599	1,556	1,588
Senior High (9-12)	1,432	1,496	1,519	1,508	1,601
Total	5,179	5,377	5,442	5,394	5,503

Source: Massachusetts Department of Education and Town of Natick School Department.

Industry and Commerce

Natick is primarily a residential community with extensive commercial and industrial activity. In 2016, 1,540 firms in the Town reported to the Massachusetts Division of Employment Security. In aggregate, these firms employed an average of 20,059 persons and had an annual payroll of approximately \$1,558,436,222. Trade, transportation and utilities were the largest source of employment with 31% of the total. Second in importance with 23% of the total employment was the education and health services sector.

The following table lists the major categories of income and employment from 2012 through 2016.

Industry	Calendar Year Average				
	2016	2015	2014	2013	2012
Construction	671	634	674	649	586
Manufacturing	182	168	131	100	152
Trade, Transportation and Utilities	6,272	6,546	6,738	6,777	6,900
Financial Activities	577	599	705	687	609
Professional and Business Services	4,617	4,543	4,556	5,033	4,124
Education and Health Services	4,631	4,675	4,711	4,600	4,601
Leisure and Hospitality	2,434	2,388	2,438	2,483	2,440
Information & Other Services	675	662	710	678	727
Total Employment	20,059	20,215	20,663	21,007	20,139
Number of Establishments	1,540	1,485	1,500	1,462	1,462
Total Annual Wage (000)	\$ 1,558,436,222	\$ 1,413,968,869	\$ 1,450,048	\$ 1,437,202	\$ 1,456,567
Average Weekly Wage	\$ 1,293	\$ 1,178	\$ 1,191	\$ 1,172	\$ 1,189

Source: Massachusetts Department of Labor and Workforce Development. Data based upon place of employment, not place of residence. The U.S. Department of Labor now uses the North American Industry Classification System (NAICS) as the basis for the assignment and tabulation of economic data by industry.

Largest Employers

The following table sets forth the largest employers in Natick, exclusive of the Town itself.

Name	Nature of Business	Approximate Current Employment
MathWorks, Inc.	Software Development/Sales	2,600
U.S. Army Natick Research, Development & Engineering Center	Government/Food Research	1,600
Natick Mall	Retail	1,200
Metro West Medical Center, Leonard Morse Campus	General Medical & Surgical Hospital	1,000
Waban, Inc.	Retail Administration/Management	300
Klockner-Moeller	Motor Controls & Switchgear Equipment	200
Cognex	Manufacturers of Vision Instrumentation/Administration	200
Snap-on-Tools	Automobile Service Equipment	170
Whitney Place	Assisted Living	170
Crowne Plaza Hotel	Hotel	150
Middlesex Savings Bank	Bank	100
Vision Sciences	Medical Instrumentation	80
Stop & Shop	Supermarket	70

SOURCE: Individual employers.

Labor Force, Employment and Unemployment

According to the Massachusetts Department of Employment and Training preliminary data in April 2018, the Town had a total labor force of 20,799 of which 20,281 were employed and 518 or 2.5% were unemployed as compared with 3.3% for the Commonwealth.

The following table sets forth the Town's average labor force and unemployment rates for calendar years 2013 through 2017 and also the unemployment rates for the Commonwealth and the United States for the same period.

Year	Town of Natick			Massachusetts	U.S.
	Labor Force	Employment	Unemployment Rate	Unemployment Rate	Unemployment Rate
2017	20,340	19,798	2.7 %	3.7 %	4.4 %
2016	20,187	19,663	2.6	3.9	4.9
2015	20,173	19,504	3.3	4.8	5.3
2014	19,785	18,993	4.1	5.7	6.2
2013	19,488	18,566	4.7	6.7	7.4

SOURCE: Massachusetts Department of Employment and Training, Federal Reserve Bank of Boston and U.S. Bureau of Labor Statistics. Data based upon place of residence, not place of employment.

Building Permits

The following table sets forth the trend in the number of building permits issued and their estimated dollar value.

Calendar Year	Totals	
	No.	Value
2017	1,306	\$ 61,134,453
2016	1,404	134,838,835 (1)
2015	1,741	89,607,747
2014	1,435	83,651,233
2013	1,348	54,600,000

SOURCE: Reports of the Building Inspector.

(1) Increase attributable to Mathworks expansion of campus for an estimated valuation of \$128,980,436.

Transportation and Utilities

The principal highway serving the Town is the Massachusetts Turnpike, and retail trade is concentrated in the central business district and along Route 9. The excellent network of roads and public transportation makes it easy for residents to commute to work throughout eastern Massachusetts and southern New Hampshire, but primarily to Boston and along the Route 128 industrial complex.

The Massachusetts Bay Transportation Authority ("MBTA") provides commuter rail service to Boston and points in between, as well as regional bus service to nearby communities and connection to rapid transit service. The Town is also served by the Natick Neighborhood Bus Service, a system of Town-owned buses providing local service between neighborhoods and retail areas.

Gas and electric services are provided by established private utilities.

Economic Development

The Town of Natick is committed to targeted and sustainable economic development to ensure the future of Natick's strong commercial and industrial tax base. Through the leadership of the Economic Development Committee ("EDC") and the Department of Community and Economic Development (CED), the Town focuses on numerous activities to promote and strengthen the local business environment, seeking to accomplish the following objectives:

- Leverage Natick's resources and location to attract business development to Natick that maximizes tax revenue and provides diverse employment opportunities;
- Promote utilization and modernization of existing infrastructure and facilities to the fullest extent possible;
- Recognize and work to address neighborhood and community issues and concerns to ensure the preservation of neighborhood character and quality of life;
- Identify and plan for changing market trends and opportunities; and
- Market Natick for sustainable and diversified economic development through strategic partnerships and initiatives.

Natick has continued its current trend of continued, sustainable economic growth. As in past years, many large private projects were permitted or completed during 2017 that add to Natick's tax base and generate well-paying jobs for residents. This includes the on-going 500,000 square foot, now \$300+ million expansion of The MathWorks corporate offices at their Lakeside Campus on a formerly vacant commercial property, slated for completion in the second half of 2018. The new campus will house approximately 2,000 new high tech jobs when completed. This will expand on MathWorks existing 700,000 square foot Apple Hill campus. The Natick Mall continues to buck national trends with numerous improvements and projects including site access improvements, enhanced landscaping and solar installation to name just a few of the improvements. The facility also announced a major re-leasing of a former J.C. Penny space to Wegmans Supermarkets, which is currently under construction, with a projected opening in the first/second quarter of 2018. These exciting projects at the Natick mall and strong performances at other key retail properties in 2017, continue to reinforce Natick's position as a retail powerhouse for the region. Natick Center, the heart of the community also continues to thrive. The redevelopment of the former Paper Board brownfields site into

150 units of luxury housing near Natick Center which has been completed and fully leased, is now joined by the current development of Old Town Paint site redevelopment into 32 units of housing and 4,000 square feet of commercial space construction is on-going. Together with the complete refurbishing of the American Legion Building, a few blocks away, with 11 residential units and ground level retail Natick Center continues to thrive. The Town also advanced multiple key infrastructure projects in 2016, including the design of the Route 27 corridor, which is slated to receive nearly \$14 million in federal and state construction funding in federal fiscal year 2019. This project, which is nearing design completion within the next year, will reconstruct a major north-south transportation corridor in Town. The Town has completed its acquisition of the Cochituate Rail Trail (CRT) for just over \$6 million. The CRT is a 2.5 mile linear park connecting the heart of Natick Center and Commuter Rail station to key population and employment centers, including the MathWorks Lakeside Campus (est. 2,000+ employees), the corporate headquarters of TJX Companies (est. 4,000 employees), and the Natick Mall among others, as well as nearly 800 newly constructed housing units and 1/4 of Natick's population (living within ½ mile of the CRT). The CRT is programmed to receive nearly \$8 million in federal and state construction funding in federal fiscal year 2018.

The Town is also committed significant departmental and financial resources to studying the future of Natick's economic strength through several key initiatives, including:

1. The Town recently completed a Targeted Economic Development Plan, which staff and the Town's Economic Development Committee are working to implement/advance. Some key recommendations include: proposed amendments to the Town's land use regulations to both streamline permitting processes and make regulations more in line with market trends (i.e. with regards to allowed uses, allowable built environment, etc.); update the Town's information resources (website, Facebook, etc.) to ensure information on doing business in Town is readily available and easy to understand; creating a more formal permitting guide (process and booklet) for those seeking to invest in Natick; and others.
2. The Town is completing the Natick 2030+ Comprehensive Master Plan, which is the first town-wide master plan since early 1970s. Due to be completed by the end of the calendar year, this plan will create a shared 10-20 year vision for Natick (primarily built environment), and establish an implementation strategy outlining how to realize that vision – i.e. going from existing conditions to the future vision.
3. The Town is working to complete a targeted land use and mobility plan for the Exit 13/Speen/Rt. 30 area of Town, in conjunction with Framingham. Referred to as the "Golden Triangle", this area is home to some of the region's largest employers and taxpayers, including TJX, Natick Mall, Shoppers World (Framingham), MathWorks' new Lakeside Campus, and many other retail and commercial destinations. The goal of the study to establish (with Framingham) a desired land use vision that will inform transportation mobility improvements for the District, with a specific focus on processing traffic along Speen Street and Rt. 30 to/from Exit 13 on the MassPike (I-90).

As in years past, the EDC and the Department of Community and Economic Development work closely with local boards and commissions, as well as members of Natick's business community (e.g. Natick Center Associates), state legislators, and regional economic development-focused organizations (495/MetroWest Partnership, MetroWest Chamber, etc.) to identify, differentiate and promote Natick's unique advantages and resources as a thriving community in Boston's MetroWest region.

Some examples of Natick's continued commitment to its economic position include:

- In 2012 the Town designated both the Natick Business Park and East Natick Industrial Park as Economic Opportunity Areas (EOA).
- In 2014/2015, the Town invested in and implemented an electronic permitting system to allow for more efficient and transparent permitting processes.
- In 2015, the Town appropriated funding (\$440,000 total) for a Targeted Economic Development Plan and a Comprehensive Master Plan.
- Continued review and rewriting of the Town's Zoning By-laws and Map to update and simplify planning and permitting processes. A new and updated map was released in August 2015 to ensure accurate information for the public.

Natick has emerged from the recent economic downturn as a leader in the MetroWest market. The strong and growing commercial and retail sector combined with the community's foresight to invest in planning for the future, the community is in a strong position to capitalize on its assets to ensure commercial diversity and sustainable business growth.

Tax Agreements

On December 20, 2004, the Town entered into a 20 year TIF agreement with The Mathworks, Inc. commencing on the first day of fiscal year 2006. The Mathworks, Inc. has committed to maintaining its then current employment level of 782 jobs in the Town, and create an additional 400 new jobs over the term of the Agreement and invest a minimum of \$54 million in the purpose of the property and related improvement costs, with on-going personal property expenditures of \$96 million over the term of the TIF Agreement, and pay all municipal permit fees required in connection with such improvements.

The Town entered into a second 20 year TIF Agreement with Mathworks, Inc. on June 1, 2009, commencing on the first day of fiscal year 2011. The Mathworks, Inc. has committed to maintaining its then current employment level of 1,454 jobs in the Town, and create an additional 600 new jobs over the term of the Agreement and invest a minimum of \$90 million in the purpose of the existing buildings and the new building and parking garage construction along with related improvements, with ongoing personal property expenditures of \$30 million over the term of this TIF Agreement, and pay all municipal permit and other mitigation fees required in connection with such improvements. It should be noted that the vast majority of The Mathworks personal property is exempt from local taxation due to its status as a manufacturing corporation.

Key Economic Indicators:

Population:

2000: 32,170

2010: 33,006

Unemployment Rate October 2016: 2.1%

Percent of population with college degrees or higher: 61.5%

Median Single-Family Home Price (2015): \$488,000 (increase of nearly 5% from 2014)

Employed individuals (October 2016): 19,637

Age, Income and Wealth Levels

The following table compares the age, income and wealth level averages for the Town, the Commonwealth and the United States.

	<u>Natick</u>	<u>Massachusetts</u>	<u>U.S.</u>
Median Age			
2010	49.3	39.1	37.2
2000	38.2	36.5	35.3
Median Family Income			
2010	\$ 118,527	\$ 81,165	\$ 51,144
2000	85,715	61,664	50,046
Per Capita Income			
2010	\$ 49,792	\$ 33,966	\$ 27,334
2000	36,358	25,952	21,587

SOURCE: U.S. Bureau of the Census.

On the basis of the 2010 Federal Census, the Town has a population density of approximately 2,187 persons per square mile.

POPULATION TRENDS			
<u>2010</u>	<u>2000</u>	<u>1990</u>	<u>1980</u>
33,006	32,170	30,510	29,469

SOURCE: Federal Census.

PROPERTY TAXATION

Tax Levy Computation

The principal revenue source of the Town is the tax on real and personal property. The amount to be levied in each year is the amount appropriated or required by law to be raised for municipal expenditures less estimated receipts from other sources and less appropriations voted from funds on hand. The total amount levied is subject to certain limits prescribed by law; for a description of those limits, see "Tax Limitations" below.

The estimated receipts for a fiscal year from sources other than the property tax may not exceed the actual receipts during the preceding fiscal year from the same sources unless approved by the State Commissioner of Revenue. Excepting special funds the use of which is otherwise provided for by law, the deduction for appropriations voted from funds on hand for a fiscal year cannot exceed the "free cash" as of the beginning of the prior fiscal year as certified by the State Director of Accounts plus up to nine months' collections and receipts on account of earlier years' taxes after that date. Subject to certain adjustments, free cash is surplus revenue less uncollected overdue property taxes from earlier years.

Although an allowance is made in the tax levy for abatements (see "Abatements and Overlay" below) no reserve is generally provided for uncollectible real property taxes. Since some of the levy is inevitably not collected, this creates a cash deficiency which may or may not be offset by other items (see "Taxation to Meet Deficits").

The table below illustrates the trend in the manner in which the tax levy has been determined.

	Fiscal 2014	Fiscal 2015	Fiscal 2016	Fiscal 2017	Fiscal 2018
Gross amount to be raised:					
Appropriations	\$ 138,132,755	\$ 143,722,791	\$ 154,279,700	\$ 160,840,570	\$ 171,053,178
Other Local Expenditures	994,687	604,140	291,510	352,530	889,335
State & County Charges	1,526,412	1,539,095	1,352,418	1,449,503	1,348,800
Overlay Reserve	1,349,903	1,160,387	997,192	1,283,443	1,256,449
Total Gross Amount to be Raised	<u>\$ 142,003,757</u>	<u>\$ 147,026,413</u>	<u>\$ 156,920,820</u>	<u>\$ 163,926,046</u>	<u>\$ 174,547,762</u>
Less Estimated Receipts and Other Revenue:					
Estimated Receipts from State	\$ 12,363,740	\$ 12,852,023	\$ 13,016,665	13,548,712	13,895,997
Estimated Receipts - Local	24,589,737	27,560,296	27,586,735	28,436,763	31,716,664
Available Funds Appropriated:					
Free Cash	6,313,951	5,668,115	5,100,289	9,031,776	9,428,400
Revenue Sharing	-	-	-	-	-
Other Available Funds	5,299,663	4,415,367	11,400,088	16,223,117	12,118,222
Free Cash & Other Revenue Used to Reduce the Tax Rate	-	-	-	-	-
Total Estimated Receipts & Revenue	<u>\$ 48,567,091</u>	<u>\$ 50,495,801</u>	<u>\$ 57,103,777</u>	<u>\$ 67,240,368</u>	<u>\$ 67,159,283</u>
Next Amount to be Raised (Tax Levy)	<u>\$ 93,436,666</u>	<u>\$ 96,530,612</u>	<u>\$ 99,817,043</u>	<u>\$ 96,685,678</u>	<u>\$ 107,388,479</u>
Property Valuation	<u>\$ 6,589,327,610</u>	<u>\$ 6,984,848,900</u>	<u>\$ 7,355,714,270</u>	<u>\$ 7,703,653,670</u>	<u>\$ 8,229,002,220</u>

Assessed Valuations and Tax Levies

Property is classified for the purpose of taxation according to its use. The legislature has in substance created three classes of taxable property: (1) residential real property, (2) open space land, and (3) all other (commercial, industrial and personal property). Within limits, cities and towns are given the option of determining the share of the annual levy to be borne by each of the three categories. The share required to be borne by residential real property is at least 50 per cent of its share of the total taxable valuation; the effective rate for open space must be at least 75 per cent of the effective rate for residential real property; and the share of commercial, industrial and personal property must not exceed 175 percent of their share of the total valuation. A city or town may also exempt up to 20 percent of the valuation of residential real property (where used as the taxpayer's principal residence) and up to 10 percent of the valuation of commercial real property (where occupied by certain small businesses). Property may not be classified in a city or town until the State Commissioner of Revenue certifies that all property in the city or town has been assessed at its fair cash value. Such certification must take place every three years, or pursuant to a revised schedule as may be issued by the Commissioner.

Related statutes provide that certain forest land, agricultural or horticultural land (assessed at the value it has for these purposes) and recreational land (assessed on the basis of its use at a maximum of 25 percent of its fair cash value) are all to be taxed at the rate applicable to commercial property. Land classified as forest land is valued for this purpose at five percent of fair cash value but not less than ten dollars per acre.

The Town of Natick's first revaluation was completed for use in fiscal 1984. Professional updates of the revaluation have been subsequently conducted every 5 years, most recently for use in fiscal 2014. The next revaluation will occur in fiscal 2019.

The table below sets forth the recent trend in assessed valuations of real estate and personal property of the Town, tax rates, tax levies and tax levies per capita.

Fiscal Year	Real Estate Property Valuation	Personal Property Valuation	Total Assessed Valuation	Valuation Per Capita(1)	Gross Tax Levy	Tax Levy Per Capita(1)
2018	\$ 8,075,130,500	\$ 153,871,720	\$ 8,229,002,220	\$ 243,750	\$ 107,388,479	\$ 3,181
2017	7,553,572,500	150,081,170	7,703,653,670	228,189	103,922,288	3,078
2016	7,220,340,900	135,373,370	7,355,714,270	217,883	99,817,043	2,957
2015	6,862,370,900	122,478,000	6,984,848,900	206,897	96,530,612	2,859
2014 (2)	6,468,326,100	121,001,510	6,589,327,610	195,182	93,436,666	2,768

(1) Based on 2012 federal census of 33,760 (estimate)

(2) Revaluation year.

Classification of Property

The following is a breakdown of the Town's assessed valuation of real estate and personal property in fiscal years 2016, 2017 and 2018.

	Fiscal 2016		Fiscal 2017		Fiscal 2018	
	Assessed Valuation	% of Total	Assessed Valuation	% of Total	Assessed Valuation	% of Total
Residential	\$ 5,710,234,800	77.6 %	\$ 6,001,827,900	77.9 %	\$ 6,501,392,400	79.0 %
Commercial	1,470,137,200	20.0	1,509,933,900	19.6	1,529,803,200	18.6
Industrial	39,968,900	0.5	41,810,700	0.5	43,934,900	0.5
Personal	135,373,370	1.8	150,081,170	1.9	153,871,720	1.9
Total Valuation	<u>\$ 7,355,714,270</u>	<u>100.0 %</u>	<u>\$ 7,703,653,670</u>	<u>100.0 %</u>	<u>\$ 8,229,002,220</u>	<u>100.0 %</u>

Largest Taxpayers

The following is a list of the largest taxpayers in the Town for fiscal 2018 and the assessed valuation and tax levy for each. All of the largest taxpayers listed below are current in their tax payments.

Name	Nature Business	Fiscal 2018 Assessed Value	Fiscal 2018 Tax Levy	% of Total Levy
General Growth Properties	Natick Mall-Retail/Condos	\$ 325,054,870	\$ 4,241,966	3.95 %
Mathworks, Inc. (1)	Software Development/Sales	157,046,990	2,049,463	1.91
Avalon Natick LLC	Apartments	81,820,790	1,067,761	0.99
HC Atlantic Development	Office/R&D	67,865,000	885,638	0.82
Cognex Corp.	R&D/Office	41,463,100	541,093	0.50
Franchi Pasquale	Apartment, Office	40,903,700	533,793	0.50
DDH Hotel LLC	Hotel	39,737,490	518,574	0.48
Natick Village Invest. Ltd. Part.	Condos-Real Estate	38,098,800	497,189	0.46
MCREF Natick		35,492,100	463,172	0.43
Cloverleaf Apartments LLC	Apartments	33,456,020	436,601	0.41
Total		<u>\$ 860,938,860</u>	<u>\$ 11,235,250</u>	<u>10.46 %</u>

(1) Includes former Boston Scientific.

State Equalized Valuations

In order to determine appropriate relative values for the purposes of certain distributions to and assessments upon cities and towns, the Commissioner of Revenue biennially makes a redetermination of the fair cash value of the taxable property in each municipality as of January 1 of even numbered years. This is known as the "equalized value." The following table sets forth the trend in equalized valuations of the Town of Natick.

<u>January 1</u>	<u>State Equalized Valuations</u>
2016	\$ 7,812,219,900
2014	6,961,523,100
2012	6,576,956,800
2010	7,121,910,600
2008	6,908,380,200
2006	6,522,435,400

Local assessed valuations are determined annually as of January 1 and used for the fiscal year beginning on the next July 1.

Abatements and Overlay

The Town is authorized to increase each tax levy by an amount approved by the Commissioner of Revenue as an "overlay" to provide for tax abatements. If abatements are granted in excess of the applicable overlay, the resultant "overlay deficit" is required to be added to the next tax levy. Abatements are granted where exempt real or personal property has been assessed or where taxable real or personal property has been overvalued or disproportionately valued. The assessors may also abate uncollectible personal property taxes. They may abate real and personal property taxes on broad grounds (including inability to pay) with the approval of the State Commissioner of Revenue.

The following table sets forth the amount of the overlay reserve for fiscal years 2013 through 2017 and the abatements granted as of June 30, 2017 for each year shown.

<u>Fiscal Year</u>	<u>Overlay Reserve</u>			<u>Abatements Granted through June 30, 2017</u>
	<u>Net Tax Levy (1)</u>	<u>Dollar Amount</u>	<u>As a % of Net Levy</u>	
2017	\$ 102,638,844	\$ 1,283,443	1.3 %	\$ 380,845
2016	98,819,851	997,192	1.0	435,611
2015	95,370,225	1,160,387	1.2	452,351
2014	92,086,763	1,349,903	1.5	339,535
2013	87,860,135	1,463,310	1.7	501,115

(1) Tax levy prior to addition of overlay reserve.

Sale of Tax Receivables

Cities and towns are authorized to sell delinquent property tax receivables by public sale or auction, either individually or in bulk.

Tax Collections

Beginning in fiscal 1991, the Town instituted the quarterly tax billing statute. Under that statute preliminary tax payments are due August 1 and November 1, with payment of the actual tax bill (after credit is given for the preliminary payments) in installments on February 1 and May 1 if actual tax bills are mailed by December 31. Interest accrues on delinquent taxes at the rate of 14 percent per annum. Real property (land and buildings) is subject to a lien for the taxes assessed upon it, subject to any paramount federal lien and subject to bankruptcy and insolvency laws. (In

addition, real property is subject to a lien for certain unpaid municipal charges or fees.) If the property has been transferred, an unenforced lien expires on the fourth December 31 after the end of the fiscal year to which the tax relates. If the property has not been transferred by the fourth December 31, an unenforced lien expires upon a later transfer of the property. Provision is made, however, for continuation of the lien where it could not be enforced because of a legal impediment. The persons against whom real or personal property taxes are assessed are personally liable for the tax (subject to bankruptcy and insolvency laws). In the case of real property, this personal liability is effectively extinguished by sale or taking of the property as described below.

The following table compares the Town's net tax collections with its net (gross tax levy less overlay reserve for abatements) tax levies for the following fiscal years.

Fiscal Year	Gross Tax Levy	Overlay Reserve for Abatements	Net Tax Levy (1)	% of Net Collected At Fiscal Year End (2)(3)		% of Net Collected As of June 30, 2017 (3)(4)	
				Dollar	Percentage	Dollar	Percentage
2017	\$ 103,922,287	\$ 1,283,443	\$ 102,638,844	\$ 102,539,858	99.9 %	\$ 102,539,858	99.9 %
2016	99,817,043	997,192	98,819,851	98,687,101	99.9	98,687,101	99.9
2015	96,530,612	1,160,387	95,370,225	93,701,192	98.2	95,618,975	100.3
2014	93,436,666	1,349,903	92,086,763	91,689,063	99.6	92,832,011	100.8
2013	89,323,445	1,463,310	87,860,135	86,316,146	98.2	88,741,051	101.0

(1) Net of overlay for abatements.

(2) i.e., at the end of the fiscal year for which levied.

(3) Actual collections less refunds, but excluding proceeds of tax titles and possessions attributable to that year's levy. Non-cash credits which may be abated later are not included in the amount allowed for refunds here.

(4) Collections for fiscal year 2018 to date are comparable to previous fiscal years.

Tax Titles and Possessions

Massachusetts law permits a municipality either to sell by public sale (at which the municipality may become the purchaser) or to take real property for non-payment of taxes thereon. In either case the property owner can redeem the property by paying the unpaid taxes, with interest and other charges, but if the right of redemption is not exercised within six months (which may be extended an additional year in the case of certain installment payments) it can be foreclosed by petition to the Land Court.

Upon such foreclosure, a tax title purchased or taken by the municipality becomes a "tax possession" and may be held and disposed of in the same manner as other land held for municipal purposes. Uncollectible real property taxes are ordinarily not written off until they become municipal tax titles by purchase at the public sale or by taking, at which time the tax is written off in full by reserving the amount of tax and charging surplus.

The table below sets forth the amount of tax titles and possessions outstanding at the end of the past five fiscal years.

Fiscal Year	Total Tax Titles and Tax Possessions
2017	\$ 2,115,033
2016	2,131,056
2015	2,193,954
2014	2,042,542
2013	1,451,662

Taxation to Meet Deficits

As noted elsewhere (see "Abatements and Overlay" above) overlay deficits, i.e., tax abatements in excess of the overlay included in the tax levy to cover abatements, are required to be added to the next tax levy. It is generally understood that revenue deficits, i.e., those resulting from non-property tax revenues being less than anticipated, are also required to be added to the next tax levy (at least to the extent not covered by surplus revenue). Amounts lawfully expended since the prior tax levy and not included therein are also required to be included in the annual tax levy. The circumstances under which this can arise are limited since municipal departments are generally prohibited from incurring liabilities in excess of appropriations except for major disasters, mandated items, contracts in aid of housing and renewal projects and other long-term contracts. In addition, utilities must be paid at established rates and certain established salaries, e.g., civil service, must legally be paid for work actually performed, whether or not covered by appropriations.

The Town of Natick has not experienced any revenue deficits in any of the last five fiscal years. To the extent there have been any unprovided or overdrawn accounts, including overlay deficits, such deficiencies have been provided for, in accordance with Massachusetts law, in the following year's tax levy.

Cities and towns are authorized to appropriate sums, and thus to levy taxes, to cover deficits arising from other causes, such as "free cash" deficits arising from a failure to collect taxes. This is not generally understood, however, and it has not been the practice to levy taxes to cover free cash deficits. Except to the extent that such deficits have been reduced or eliminated by subsequent collections of uncollected taxes (including sales of tax titles and tax possessions), lapsed appropriations, non-property tax revenues in excess of estimates, other miscellaneous items or funding loans authorized by special act, they remain in existence. See "TOWN FINANCES - Free Cash".

Tax Limitations

Chapter 59, Section 21C of the General Laws, known as Proposition 2½, imposes two separate limits on the annual tax levy of a city or town.

The primary limitation is that the tax levy cannot exceed 2½ percent of the full and fair cash value. If a city or town exceeds the primary limitation, it must reduce its tax levy by at least 15 percent annually until it is in compliance, provided that the reduction can be reduced in any year to not less than 7½ percent by majority vote of the voters, or to less than 7½ percent by two-thirds vote of the voters.

For cities and towns at or below the primary limit, a secondary limitation is that the tax levy cannot exceed the maximum levy limit for the preceding fiscal year as determined by the State Commissioner of Revenue by more than 2½ percent, subject to exceptions for property added to the tax rolls or property which has had an increase, other than as part of a general revaluation, in its assessed valuation over the prior year's valuation.

This "growth" limit on the tax levy may be exceeded in any year by a majority vote of the voters, but an increase in the secondary or growth limit under this procedure does not permit a tax levy in excess of the primary limitation, since the two limitations apply independently. In addition, if the voters vote to approve taxes in excess of the "growth" limit for the purpose of funding a stabilization fund, such increased amount may only be taken into account for purposes of calculating the maximum levy limit in each subsequent year if the board of selectmen of a town or the city council of a city vote by a two-thirds vote to appropriate such increased amount in such subsequent year to the stabilization fund.

The applicable tax limits may also be reduced in any year by a majority vote of the voters.

The State Commissioner of Revenue may adjust any tax limit "to counterbalance the effects of extraordinary, non-recurring events which occurred during the base year."

Proposition 2½ further provides that the voters may exclude from the taxes subject to the tax limits and from the calculation of the maximum tax levy (a) the amount required to pay debt service on bonds and notes issued before November 4, 1980, if the exclusion is approved by a majority vote of the voters, and (b) the amount required to pay debt service on any specific subsequent issue for which similar approval is obtained. Even with voter approval, the holders of the obligations for which unlimited taxes may be assessed do not have a statutory priority or security interest in the portion of the tax levy attributable to such obligations. It should be noted that Massachusetts General Laws Chapter 44, Section 20 requires that the taxes excluded from the levy limit to pay debt service on any such bonds and notes be calculated based on the true interest cost of the issue. Accordingly, the Department of Revenue limits the amount of taxes which may be levied in each year to pay debt service on any such bonds and notes to the amount of such

debt service, less a pro rata portion of any original issue premium received by the city or town that was not applied to pay costs of issuance.

Voters may also exclude from the Proposition 2½ limits the amounts required to pay specified capital outlay expenditures. In addition, the city council of a city, with the approval of the mayor if required, or the board of selectmen or the town council of a town may vote to exclude from the Proposition 2½ limits taxes raised in lieu of sewer or water charges to pay debt service on bonds or notes issued by the municipality (or by an independent authority, commission or district) for water or sewer purposes, provided that the municipality's sewer or water charges are reduced accordingly.

In addition, Proposition 2½ limits the annual increase in the total assessments on cities and towns by any county, district, authority, the Commonwealth or any other governmental entity (except regional school districts, the Massachusetts Water Resources Authority and certain districts for which special legislation provides otherwise) to the sum of (a) 2½ percent of the prior year's assessments and (b) "any increases in costs, charges or fees for services customarily provided locally or for services subscribed to at local option."

The following table sets forth the recent trend in the Town's tax levies and levy limits under Proposition 2½.

Fiscal Year	Tax Levy	Maximum Levy Limit	Under(Over) Maximum Levy Limit	Primary Levy Limit(1)	Under(Over) Primary Levy Limit
2018	\$ 107,388,479	\$107,394,818	\$ 6,339	\$ 205,725,056	\$ 98,336,577
2017	103,922,288	103,992,635	70,347	192,591,342	88,669,054
2016	99,817,043	99,819,851	2,808	183,892,857	84,075,814
2015	96,530,612	96,764,880	234,268	174,621,223	78,090,611
2014	93,436,666	93,467,785	31,119	164,733,190	71,296,524

(1) Based on 2½ percent of assessed valuation.

Pledged Taxes

Taxes on the increased value of certain property in designated development districts may be pledged for the payment of costs of economic development projects within such districts and may therefore be unavailable for other municipal purposes. (See "Tax Increment Financing for Development Districts" below).

Initiative Petitions

Various proposals have been made in recent years for legislative amendments to the Massachusetts Constitution to impose limits on state and local taxes. To be adopted such amendments must be approved by two successive legislatures and then by the voters at a state election.

Community Preservation Act

The Massachusetts Community Preservation Act ("CPA") permits cities and towns that accept its provisions to levy a surcharge on its real property tax levy, dedicate revenue (other than state or federal funds), and to receive state matching funds for (i) the acquisition, creation, preservation, rehabilitation and restoration of land for recreational use, open space, and affordable housing and (ii) the acquisition, preservation, rehabilitation and restoration of historic resources. The provisions of the CPA must be accepted by the voters of the city or town at an election after such provisions have first been accepted by either a vote of the legislative body of the city or town or an initiative petition signed by 5% of its registered voters.

A city or town may approve a surcharge of up to 3% (but not less than 1% under certain circumstances) and may make an additional commitment of funds by dedicating revenue other than state or federal funds, provided that the total funds collected do not exceed 3% of the real property tax levy, less any exemptions adopted (such as an exemption for low-income individuals and families and for low and moderate-income senior citizens, an exemption for \$100,000 of the value of each taxable parcel of residential real property or \$100,000 of the value of each taxable parcel of class three, commercial property, and class four, industrial property as defined in Chapter 59, Section 2A of the General Laws, and an exemption for commercial and industrial properties in cities and towns with classified tax rates). In the event that the municipality shall no longer dedicate all or part of the additional funds to community preservation, the surcharge on the real property tax levy of not less than 1% shall remain in effect, provided that any

such change must be approved pursuant to the same process as acceptance of the CPA. The surcharge is not counted in the total taxes assessed for the purpose of determining the permitted levy amount under Proposition 2½ (see “Tax Limitations” under “PROPERTY TAXATION” above). A city or town may revoke its acceptance of the provisions of the CPA at any time after 5 years from the date of such acceptance and may change the amount of the surcharge or the exemptions to the surcharge at any time, including reducing the surcharge to 1% and committing additional municipal funds as outlined above, provided that any such revocation or change must be approved pursuant to the same process as acceptance of the CPA.

Any city or town that accepts the provisions of the CPA will receive annual state matching grants to supplement amounts raised by its surcharge and dedication of revenue. The state matching funds are raised from certain recording and filing fees of the registers of deeds. Those amounts are deposited into a state trust fund and are distributed to cities and towns that have accepted the provisions of the CPA, which distributions are not subject to annual appropriation by the state legislature. The amount distributed to each city and town is based on a statutory formula and the total state distribution made to any city or town may not exceed 100% of the amount raised locally by the surcharge on the real property tax levy.

The amounts raised by the surcharge on taxes, the dedication of revenue and received in state matching funds are required to be deposited in a dedicated community preservation fund. Each city or town that accepts the provisions of the CPA is required to establish a community preservation committee to study the community preservation needs of the community and to make recommendations to the legislative body of the city or town regarding the community preservation projects that should be funded from the community preservation fund. Upon the recommendations of the committee, the legislative body of the city or town may appropriate amounts from the fund for permitted community preservation purposes or may reserve amounts for spending in future fiscal years, provided that at least 10% of the total annual revenues to the fund must be spent or set aside for open space purposes, 10% for historic resource purposes and 10% for affordable housing purposes.

The CPA authorizes cities and towns that accept its provisions to issue bonds and notes in anticipation of the receipt of surcharge and dedicated revenues to finance community preservation projects approved under the provisions of the CPA. Bonds and notes issued under the CPA are general obligations of the city or town and are payable from amounts on deposit in the community preservation fund. In the event that a city or town revokes its acceptance of the provisions of the CPA, the surcharge shall remain in effect until all contractual obligations incurred by the city or town prior to such revocation, including the payment of bonds or notes issued under the CPA, have been fully discharged.

The Town has not adopted the Community Preservation Act.

TOWN FINANCES

Budget and Appropriation Process

The annual appropriations of the Town are ordinarily made at the annual meetings which take place in April and October. Appropriations may also be voted at special meetings. Every town must have an appropriation, advisory or finance committee. The committee (or the board of selectmen if authorized by by-law) is required to submit a budget of proposed expenditures at the annual town meeting.

Town meeting may at any time vote to transfer any amount previously appropriated to any other authorized use by law, and, under certain circumstances and subject to certain limits and requirements, the selectmen of a town, with the concurrence of the finance committee, may transfer amounts appropriated for the use of any department to any other appropriation for the same department or to any other department.

Water and sewer department expenditures are generally included in the budgets adopted by city councils and town meetings but electric and gas department funds may be appropriated by the municipal light boards. Under certain legislation any city or town which accepts the legislation may provide that the appropriation for the operating costs of any department may be offset, in whole or in part, by estimated receipts from fees charged for services provided by the department. It is assumed that this general provision does not alter the pre-existing power of an electric or gas department to appropriate its own receipts.

The school budget is limited to the total amount appropriated by the town meeting, but the school committee retains full power to allocate the funds appropriated.

State and county assessments, abatements in excess of overlays, principal and interest not otherwise provided for, and final judgments are included in the tax levy whether or not included in the budget. Revenues are not required to be set forth in the budget but estimated non-tax revenues are taken into account by the assessors in fixing the tax levy.

Budget Trends

The following table sets forth the trend in operating budgets for fiscal years 2015 through 2019.

BUDGET COMPARISON (000)

	Fiscal 2019	Fiscal 2018	Fiscal 2017	Fiscal 2016 (3)	Fiscal 2015
Education	\$ 64,952	\$ 61,750	\$ 59,302	\$ 55,065	\$ 52,587
Public Works	8,169	7,738	7,485	6,900	6,854
Health and Human Services	2,544	2,332	2,279	2,187	2,099
Public Safety	15,909	14,925	14,953	14,872	14,684
General Government	7,388	7,727	6,646	5,860	5,375
Library Services	2,429	2,394	2,275	2,244	2,240
Facilities Management (1)	3,309	3,090	3,017	2,932	3,017
Pensions & Annuities	9,416	8,785	8,237	7,688	7,121
Interest	3,679	2,300	2,449	2,706	2,744
Debt Maturities	8,552	8,789	8,047	8,011	8,573
Insurance	16,583	17,581	16,383	18,027	16,550
Capital Equipment & Improvements (2)	2,962	1,977	1,159	908	1,378
Unclassified	285	650	250	250	300
Golf Course Enterprise Fund	914	929	927	910	868
Water & Sewer Enterprise Fund	14,248	12,893	12,601	12,432	11,895
Totals	\$ 161,339	\$ 153,860	\$ 146,010	\$ 140,992	\$ 136,285

- (1) Beginning July 1, 2012, all custodians and building maintenance personnel were consolidated into the Department of Facilities Management. This resulted in a reduction of the Education and Public Works budgets and the creation of the new department.
- (2) Funded by the Capital Stabilization Fund.
- (3) Does not include school related transportation articles which total \$371,573, or Cherry Sheet Assessments which total \$1,536,590.

Accounting Policies

See attached audited financial statements of the Town.

Revenues

Property Taxes: Property taxes are the major source of revenue for the Town. The total amount levied is subject to certain limits prescribed by law; for a description of those limits see "PROPERTY TAXATION –Tax Limitations" above.

Federal Aid: The following is a list of federal monies received by the Town in each of the most recent fiscal years and an estimated amount for fiscal year 2018.

<u>Fiscal Year</u>	<u>Total Federal Aid</u>
2018 (estimate)	\$ 1,500,000
2017	1,570,330
2016	1,895,937
2015	2,000,670
2014	1,594,012
2013	1,828,080

State Aid: In addition to grants for specified capital purposes (some of which are payable over the life of the bonds issued for the projects), the Commonwealth provides financial assistance to cities and towns for current purposes. Payments to cities and towns are derived primarily from a percentage of the State's personal income, sales and use, and corporate excise tax receipts, together with the net receipts from the State Lottery. A municipality's state aid entitlement is based on a number of different formulas, of which the "schools" and "lottery" formulas are the most important. Both of the major formulas tend to provide more state aid to poorer communities. The formulas for determining a municipality's state aid entitlement are subject to amendment by the state legislature and, while a formula might indicate that a particular amount of state aid is owed, the amount of state aid actually paid is limited to the amount appropriated by the state legislature. The state annually estimates state aid, but the actual state aid payments may vary from the estimate.

In the fall of 1996, both the State Legislature (by statute, repealed as of July 1, 1999) and the voters (by initiative petition) placed limits on the growth of state tax revenues. Although somewhat different in detail, each measure essentially limited the annual growth in state tax revenues to an average rate of growth in wages and salaries in the Commonwealth over the three previous calendar years. If not amended, the remaining law could restrict the amount of state revenues available for state aid to local communities.

State legislation known as the Education Reform Act of 1993, as amended, imposes certain minimum expenditure requirements on municipalities with respect to funding for education. The requirements are determined on the basis of formulas affected by various measures of wealth and income, enrollments, prior levels of local spending and state aid, and other factors. From fiscal 1994 to the present, the Town's net school spending has exceeded the minimum required local contribution.

The following table sets forth the amount of state aid to the Town in recent years and the budgeted amount for fiscal year 2018.

<u>Fiscal Year</u>	<u>Total State Aid</u>
2018 (budgeted)	\$ 13,758,085
2017	13,173,996
2016	12,652,433
2015	12,528,089
2014	12,070,791
2013	11,695,195

State School Building Assistance Program: Under its school building assistance program, the Commonwealth of Massachusetts provides grants to cities, towns and regional school districts for school construction projects. Until July 26, 2004, the State Board of Education was responsible for approving grants for school projects and otherwise administering the program. Grant amounts ranged from 50% to 90% of approved project costs. Municipalities generally issued bonds to finance the entire project cost, and the Commonwealth disbursed the grants in equal annual installments over the term of the related bonds.

Pursuant to legislation which became effective on July 26, 2004, the state legislature created the Massachusetts School Building Authority (the "Authority") to finance and administer the school building assistance program. The Authority has assumed all powers and obligations of the Board of Education with respect to the program. In addition to certain other amounts, the legislation dedicates a portion of Commonwealth sales tax receipts to the Authority to finance the program.

Projects previously approved for grants by the State Board of Education are entitled to receive grant payments from the Authority based on the approved project cost and reimbursement rate applicable under the prior law. The Authority has paid and is expected to continue to pay the remaining amounts of the grants for such projects either in annual installments to reimburse debt service on bonds issued by the municipalities to finance such projects, or as lump sum payments to contribute to the defeasance of such bonds.

Projects on the priority waiting list as of July 1, 2004 are also entitled to receive grant payments from the Authority based on the eligible project costs and reimbursement rates applicable under the prior law. With limited exceptions, the Authority is required to fund the grants for such projects in the order in which they appear on the waiting list. Grants for any such projects that have been completed or substantially completed have been paid and are expected to continue to be paid by the Authority in lump sum payments, thereby eliminating the need for the Authority to reimburse interest expenses that would otherwise be incurred by the municipalities to permanently finance the Authority's share of such project costs. Interest on debt issued by municipalities prior to July 1, 2004 to finance such project costs, and interest on temporary debt until receipt of the grant, is included in the approved costs of such projects. Grants for any such projects that have not yet commenced or that are underway have been and are expected to continue to be paid by the Authority as project costs are incurred by the municipality pursuant to a project funding agreement between the Authority and the municipality, eliminating the need for the municipality to borrow even on a temporary basis to finance the Authority's share of the project costs in most cases.

The range of reimbursement rates for new project grant applications submitted to the Authority on or after July 1, 2007 has been reduced to between 40% and 80% of approved project costs. The Authority promulgated new regulations with respect to the application and approval process for projects submitted after July 1, 2007. The Authority expects to pay grants for such projects as project costs are incurred pursuant to project funding agreements between the Authority and the municipalities. None of the interest expense incurred on debt issued by municipalities to finance their portion of the costs of new projects will be included in the approved project costs eligible for reimbursement.

Motor Vehicle Excise: An excise is imposed on the registration of motor vehicles (subject to exemptions) at a uniform rate of \$25 per \$1,000 of valuation. The excise is collected by and for the benefit of the municipality in which the vehicle is customarily kept. Valuations are determined by a statutory formula based on manufacturer's list price and year of manufacture. Bills not paid when due bear interest at 12 per cent per annum. Provision is also made for the non-renewal of registration and operating license by the registrar of motor vehicles.

The following table sets forth the amount of motor vehicle excise taxes received in each of the most recent fiscal years:

<u>Fiscal Year</u>	<u>Motor Vehicle Excise Taxes (1)</u>
2017	\$ 5,566,508
2016	5,460,485
2015	5,191,837
2014	4,938,260
2013	4,338,121

(1) Net after refunds. Includes receipts for prior years.

Room Occupancy Tax: Under Chapter 64G, section 3A of the Massachusetts General Laws, local governments may tax the provision of hotel, motel, and lodging house and bed and breakfast rooms at a rate not to exceed six percent (6%) of the cost of renting such rooms. This tax is paid by the operator of the establishment to the State Commissioner of Revenue, who in turn pays the tax back to the municipality in which the rooms are located. The Town has voted to impose the room occupancy excise tax and increased the rate to the statutory maximum of 6% in October 2009. The Town generated \$1,429,017 in room occupancy excise tax in fiscal 2017.

Local Options Meals Tax: The local meals excise tax, effective for sales of restaurant meals on or after October 1, 2009, is a three-fourths percent tax on the gross receipts of a vendor from the sale of the restaurant meals. The tax is paid by the vendor to the State Commissioner of Revenue, who in turn pays the tax to the municipality in which the meal was sold. The Town Meeting voted to accept the meals tax in October 2009.

The following table shows the actual receipts for the room occupancy and the local meals excise taxes in each of the most recent fiscal years:

<u>Fiscal Year</u>	<u>Other Tax Receipts (1)</u>
2017	\$ 2,369,520
2016	918,893
2015	2,279,398 (2)
2014	2,207,971
2013	2,153,684

(1) Includes increased revenue from hotel/motel and meals excise taxes.

(2) \$1,300,000 was appropriated to the Capital Stabilization Fund.

Investment of Town Funds

Investments of funds of cities and towns, except for trust funds, are generally restricted by Massachusetts General Laws Chapter 44, Section 55. That statute permits investments of available revenue funds and bond and note proceeds in term deposits and certificates of deposits of banks and trust companies, in obligations issued or unconditionally guaranteed by the federal government or an agency thereof with a maturity of not more than one year, in repurchase agreements with a maturity of not more than 90 days secured by federal or federal agency securities, in participation units in the Massachusetts Municipal Depository Trust ("MMDT"), or in shares in SEC - registered money market funds with the highest possible rating from at least one nationally recognized rating organization.

MMDT is an investment pool created by the Commonwealth. The State Treasurer is the sole trustee, and the funds are managed under contract by an investment firm under the supervision of the State Treasurer's office. According to the State Treasurer the MMDT's investment policy is designed to maintain an average weighted maturity of 90 days or less and is limited to high-quality, readily marketable fixed income instruments, including U.S. government obligations and highly-rated corporate securities with maturities of one year or less.

Trust funds, unless otherwise provided by the donor, may be invested in accordance with Section 54 of Chapter 44, which permits a broader range of investments than Section 55, including any bonds or notes that are legal investments for savings banks in the Commonwealth. The restrictions imposed by Sections 54 and 55 do not apply to city and town retirement systems.

A breakdown of such investments may be obtained from the Town Treasurer.

Annual Audits

The Town's most recent audit was prepared by CliftonLarsonAllen LLP, for the fiscal year ending June 30, 2017. Prior audits were prepared by Sullivan, Rogers & Company, LLC for the fiscal years ending June 30, 2010 through June 30, 2012. The Town's audit for fiscal 2017 is attached hereto as Appendix A. Copies of previous years' audits are available upon request.

The attached audit speaks only as of its date, and only to the matters expressly set forth herein. The auditors have not been engaged to review this Official Statement or to perform audit procedures regarding the post-audit period, nor have the auditors been requested to give their consent to the inclusion of their report in Appendix A. Except as stated in their report, the auditors have not been engaged to verify the financial information set out in Appendix A and are not passing upon and do not assume responsibility for the sufficiency, accuracy or completeness of the financial information presented in that appendix.

Financial Statements

Set forth on the following pages are Governmental Funds Balance Sheets for the fiscal years ended June 30, 2017, June 30, 2016 and June 30, 2015, and Statements of Revenues, Expenditures and Changes in Governmental Fund Balances for fiscal years ended June 30, 2017, June 30, 2016, June 30, 2015, June 30, 2014 and June 30, 2013. Said statements have been extracted from the audited financial statements of the Town.

TOWN OF NATICK, MASSACHUSETTS
GOVERNMENTAL FUNDS
BALANCE SHEET
June 30, 2017 (1)

	General	Saxonville Land Acquisition	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS				
Cash and cash equivalents	\$ 45,781,903	\$ -	\$ -	\$ 45,781,903
Investments	8,178,628	-	-	8,178,628
Receivables, net of allowance for uncollectible amounts				
Real estate and personal property taxes	1,247,756	-	-	1,247,756
Real estate tax deferrals	393,721	-	-	393,721
Tax and trash liens	2,084,786	-	-	2,084,786
Motor vehicle and other excise taxes	492,597	-	-	492,597
Special assessments	15,598	-	62,770	78,368
Departmental and other	354,701	-	-	354,701
Intergovernmental	177,703	-	858,956	1,036,659
Due from other fiduciary funds	11,924	-	-	11,924
Restricted assets:				
Cash and cash equivalents	791,958	700	19,638,710	20,431,368
Investments	2,157,473	-	1,696,511	3,853,984
TOTAL ASSETS	\$ 61,688,748	\$ 700	\$ 22,256,947	\$ 83,946,395
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
LIABILITIES				
Warrants payable	\$ 1,164,893	\$ -	\$ 2,430,795	\$ 3,595,688
Accrued payroll	7,321,163	-	627,453	7,948,616
Tax refunds payable	672,107	-	-	672,107
Other liabilities	584,599	-	-	584,599
Short-Term Notes Payable	-	2,960,000	-	2,960,000
TOTAL LIABILITIES	\$ 9,742,762	\$ 2,960,000	\$ 3,058,248	\$ 15,761,010
DEFERRED INFLOWS OF RESOURCES				
Taxes collected in advance	\$ 64,316	\$ -	\$ -	\$ 64,316
Unavailable Revenue	4,152,931	-	62,770	4,215,701
Total Deferred Inflows of Resources	4,217,247	-	62,770	4,280,017
FUND BALANCES:				
Nonspendable	-	-	14,661	14,661
Restricted	2,949,431	-	19,401,478	22,350,909
Committed	17,050,350	-	-	17,050,350
Assigned	1,943,249	-	-	1,943,249
Unassigned	25,785,709	(2,959,300)	(280,210)	22,546,199
TOTAL FUND BALANCES	47,728,739	(2,959,300)	19,135,929	63,905,368
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	\$ 61,688,748	\$ 700	\$ 22,256,947	\$ 83,946,395

(1) Extracted from audited financial statements of the Town.

TOWN OF NATICK, MASSACHUSETTS
GOVERNMENTAL FUNDS
BALANCE SHEET
June 30, 2016 (1)

	General	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS			
Cash and cash equivalents	\$ 45,446,777	\$ -	\$ 45,446,777
Investments	4,436,095	-	4,436,095
Receivables, net of allowance for uncollectible amounts			
Real estate and personal property taxes	980,442	-	980,442
Real estate tax deferrals	402,093	-	402,093
Tax and trash liens	2,130,746	-	2,130,746
Motor vehicle and other excise taxes	408,189	-	408,189
Special assessments	18,391	71,143	89,534
Departmental and other	423,471	-	423,471
Intergovernmental	169,159	377,884	547,043
Due from other funds	9,932	-	9,932
Restricted assets:			
Cash and cash equivalents	976,921	18,080,821	19,057,742
Investments	718,830	2,970,801	3,689,631
TOTAL ASSETS	\$ 56,121,046	\$ 21,500,649	\$ 77,621,695
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES			
LIABILITIES			
Warrants payable	\$ 1,635,475	\$ 1,282,211	\$ 2,917,686
Accrued payroll	6,047,987	563,916	6,611,903
Tax refunds payable	2,443,324	-	2,443,324
Other liabilities	242,865	-	242,865
Short-Term Notes Payable	-	1,525,000	1,525,000
TOTAL LIABILITIES	\$ 10,369,651	\$ 3,371,127	\$ 13,740,778
DEFERRED INFLOWS OF RESOURCES			
Unavailable Revenue	\$ 4,182,588	\$ 71,143	\$ 4,253,731
FUND BALANCES:			
Nonspendable	-	14,616	14,616
Restricted	1,695,751	19,707,386	21,403,137
Committed	13,203,273	-	13,203,273
Assigned	1,485,418	-	1,485,418
Unassigned	25,184,365	(1,663,623)	23,520,742
TOTAL FUND BALANCES	41,568,807	18,058,379	59,627,186
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	\$ 56,121,046	\$ 21,500,649	\$ 77,621,695

(1) Extracted from audited financial statements of the Town.

**TOWN OF NATICK, MASSACHUSETTS
GOVERNMENTAL FUNDS
BALANCE SHEET
June 30, 2015(1)**

	General	High School Projects	Debt Service	Conservation Commission	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS						
Cash and cash equivalents	\$ 39,815,276	\$ -	\$ -	\$ -	\$ -	\$ 39,815,276
Investments	2,745,375					2,745,375
Receivables, net of allowance for uncollectible amounts						
Real estate and personal property taxes	1,088,728	-	-	-	-	1,088,728
Real estate tax deferrals	350,821	-	-	-	-	350,821
Tax and trash liens	2,179,792	-	-	-	-	2,179,792
Motor vehicle and other excise taxes	413,196	-	-	-	-	413,196
Special assessments	22,240	-	-	-	100,533	122,773
Departmental and other	362,531	-	-	-	-	362,531
Intergovernmental	180,283	-	-	-	1,738,082	1,918,365
Due from other funds	9,961	-	-	-	-	9,961
Restricted assets:						
Cash and cash equivalents	1,084,121	2,451,993	-	2,320,033	15,951,284	21,807,431
Investments	700,513		-	3,009,971	698,030	4,408,514
TOTAL ASSETS	\$ 48,952,837	\$ 2,451,993	\$ -	\$ 5,330,004	\$ 18,487,929	\$ 75,222,763
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES						
LIABILITIES						
Warrants payable	\$ 608,558	\$ -	\$ -	\$ 30,000	\$ 960,442	\$ 1,599,000
Accrued payroll	5,514,784	-	-	-	506,569	6,021,353
Tax refunds payable	2,816,319	-	-	-	-	2,816,319
Other liabilities	1,143,916	-	-	-	-	1,143,916
Short-Term Notes Payable	-	-	-	-	1,450,000	1,450,000
TOTAL LIABILITIES	\$ 10,083,577	\$ -	\$ -	\$ 30,000	\$ 2,917,011	\$ 13,030,588
DEFERRED INFLOWS OF RESOURCES						
Unavailable Revenue	\$ 4,378,258	\$ -	\$ -	\$ -	\$ 100,533	\$ 4,478,791
FUND BALANCES:						
Nonspendable	-	-	-	-	14,046	14,046
Restricted	1,784,634	2,451,993	-	5,300,004	15,638,344	25,174,975
Committed	11,376,704	-	-	-	-	11,376,704
Assigned	1,326,747	-	-	-	-	1,326,747
Unassigned	20,002,917	-	-	-	(182,005)	19,820,912
TOTAL FUND BALANCES	34,491,002	2,451,993	-	5,300,004	15,470,385	57,713,384
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	\$ 48,952,837	\$ 2,451,993	\$ -	\$ 5,330,004	\$ 18,487,929	\$ 75,222,763

(1) Extracted from audited financial statements of the Town.

**TOWN OF NATICK, MASSACHUSETTS
GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
June 30, 2017(1)**

	General	Saxonville Land Acquisition	Nonmajor Governmental Funds	Total Governmental Funds
Revenues				
Real estate and personal property taxes	\$ 104,641,176	\$ -	\$ -	\$ 104,641,176
Motor vehicle and other excise taxes	5,580,342	-	-	5,580,342
Hotel/motel tax	1,429,017	-	-	1,429,017
Tax and trash liens	513,148	-	-	513,148
Payments in lieu of taxes	36,216	-	-	36,216
Trash disposal	987,074	-	-	987,074
Intergovernmental	26,556,328	-	7,159,265	33,715,593
Special Assessments	6,706	-	11,519	18,225
Penalties and interest on taxes	446,186	-	-	446,186
Licenses and permits	4,590,192	-	-	4,590,192
Fines and forfeitures	174,637	-	-	174,637
Departmental and other	2,122,500	-	8,519,852	10,642,352
Contributions	-	11,700	426,581	438,281
Investment income	651,035	-	5,168	656,203
Other	201,117	-	12,000	213,117
TOTAL REVENUES	\$ 147,935,674	\$ 11,700	\$ 16,134,385	\$ 164,081,759
Expenditures:				
Current:				
General government	\$ 6,483,786	\$ 6,071,000	\$ 1,465,204	\$ 14,019,990
Public safety	15,637,401	-	466,637	16,104,038
Education	71,871,266	-	13,109,710	84,980,976
Public works	11,472,678	-	4,900,708	16,373,386
Health and human services	1,838,880	-	342,904	2,181,784
Culture and recreation	409,871	-	1,458,455	1,868,326
Library	2,327,829	-	44,513	2,372,342
Pension benefits	8,215,785	-	-	8,215,785
Employee benefits	14,173,583	-	-	14,173,583
Property and liability insurance	589,904	-	-	589,904
State and county charges	1,351,730	-	-	1,351,730
Debt service:				
Principal	7,625,569	-	-	7,625,569
Interest	2,130,397	-	-	2,130,397
TOTAL EXPENDITURES	\$ 144,128,679	\$ 6,071,000	\$ 21,788,131	\$ 171,987,810
Excess (deficiency) of revenues over Expenditures	3,806,995	(6,059,300)	(5,653,746)	(7,906,051)
Other Financing Sources (Uses):				
Proceeds of bonds and notes	-	-	9,074,300	9,074,300
Premium from issuance of bonds and notes	-	-	1,059,358	1,059,358
Sale of Capital Assets	70,284	-	-	70,284
Transfers in	3,487,848	600,000	325,363	4,413,211
Transfers out	(1,205,195)	-	(1,227,725)	(2,432,920)
Total Other Financing Sources (Uses):	2,352,937	600,000	9,231,296	12,184,233
Net change in Fund Balances	6,159,932	(5,459,300)	3,577,550	4,278,182
Fund Balances, at Beginning of Year	41,568,807	2,500,000	15,558,379	59,627,186
Fund Balances, at End of Year	\$ 47,728,739	\$ (2,959,300)	\$ 19,135,929	\$ 63,905,368

(1) Extracted from audited financial statements of the Town.

TOWN OF NATICK, MASSACHUSETTS
GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
June 30, 2016(1)

	General	Nonmajor Governmental Funds	Total Governmental Funds
Revenues			
Real estate and personal property taxes	\$ 99,857,340	\$ -	\$ 99,857,340
Motor vehicle and other excise taxes	5,445,148	-	5,445,148
Hotel/motel tax	1,519,913	-	1,519,913
Tax and trash liens	616,220	-	616,220
Payments in lieu of taxes	34,738	-	34,738
Trash disposal	866,220	-	866,220
Intergovernmental	22,535,553	7,630,348	30,165,901
Special Assessments	3,924	28,485	32,409
Penalties and interest on taxes	411,873	-	411,873
Licenses and permits	2,290,110	-	2,290,110
Fines and forfeitures	224,755	347,974	572,729
Departmental and other	2,652,548	7,798,063	10,450,611
Contributions	-	412,573	412,573
Investment income	474,129	53,835	527,964
TOTAL REVENUES	\$ 136,932,471	\$ 16,271,278	\$ 153,203,749
Expenditures:			
Current:			
General government	\$ 5,582,355	\$ 2,573,687	\$ 8,156,042
Public safety	14,637,773	409,530	15,047,303
Education	63,824,215	12,403,424	76,227,639
Public works	10,954,146	5,115,476	16,069,622
Health and human services	1,727,539	282,567	2,010,106
Culture and recreation	455,087	1,254,463	1,709,550
Library	2,254,306	52,593	2,306,899
Pension benefits	7,684,402	-	7,684,402
Employee benefits	15,660,808	-	15,660,808
Property and liability insurance	570,194	-	570,194
State and county charges	1390031	-	1,390,031
Debt service:			
Principal	7,579,699	-	7,579,699
Interest	2,441,779	-	2,441,779
TOTAL EXPENDITURES	\$ 134,762,334	\$ 22,091,740	\$ 156,854,074
Excess (deficiency) of revenues over Expenditures	2,170,137	(5,820,462)	(3,650,325)
Other Financing Sources (Uses):			
Proceeds of bonds and notes	-	3,480,000	3,480,000
Premium from issuance of bonds and notes	122,640	-	122,640
Transfers in	7,615,028	2,550,000	10,165,028
Transfers out	(2,830,000)	(5,373,541)	(8,203,541)
Total Other Financing Sources (Uses):	4,907,668	656,459	5,564,127
Net change in Fund Balances	7,077,805	(5,164,003)	1,913,802
Fund Balances, at Beginning of Year	34,491,002	23,222,382	57,713,384
Fund Balances, at End of Year	\$ 41,568,807	\$ 18,058,379	\$ 59,627,186

(1) Extracted from audited financial statements of the Town.

TOWN OF NATICK, MASSACHUSETTS
GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
June 30, 2015(1)

	General	High School Project Fund	Debt Service	Conservation Commission	Nonmajor Governmental Funds	Total Governmental Funds
Revenues						
Real estate and personal property taxes	\$ 96,643,595	\$ -	\$ -	\$ -	\$ -	\$ 96,643,595
Motor vehicle and other excise taxes	5,211,050	-	-	-	-	5,211,050
Hotel/motel tax	1,403,267	-	-	-	-	1,403,267
Tax and trash liens	823,985	-	-	-	-	823,985
Payments in lieu of taxes	34,822	-	-	-	-	34,822
Trash disposal	906,726	-	-	-	-	906,726
Intergovernmental	19,445,225	1,104,713	-	-	9,418,739	29,968,677
Special Assessments	3,632	-	-	-	36,918	40,550
Penalties and interest on taxes	524,650	-	-	-	-	524,650
Licenses and permits	2,858,788	-	-	-	-	2,858,788
Fines and forfeitures	200,248	-	-	-	114,241	314,489
Departmental and other	2,708,674	-	-	35,095	7,623,124	10,366,893
Contributions	-	-	-	-	349,519	349,519
Investment income	359,692	-	-	38,332	4,062	402,086
TOTAL REVENUES	\$ 131,124,354	\$ 1,104,713	\$ -	\$ 73,427	\$ 17,546,603	\$ 149,849,097
Expenditures:						
Current:						
General government	\$ 5,285,544	\$ -	\$ -	\$ 243,418	\$ 2,718,262	\$ 8,247,224
Public safety	14,629,595	-	-	-	326,493	14,956,088
Education	59,138,312	11,385	-	-	10,587,041	69,736,738
Public works	11,198,276	-	-	-	4,725,714	15,923,990
Health and human services	1,639,217	-	-	-	324,852	1,964,069
Culture and recreation	711,181	-	-	-	2,518,549	3,229,730
Library	2,161,858	-	-	-	69,575	2,231,433
Pension benefits	7,119,320	-	-	-	-	7,119,320
Employee benefits	15,209,525	-	-	-	-	15,209,525
Property and liability insurance	532,389	-	-	-	-	532,389
State and county charges	1,450,370	-	-	-	-	1,450,370
Debt service:						
Principal	8,195,297	-	5,550,000	-	-	13,745,297
Interest	2,582,870	-	137,050	-	-	2,719,920
TOTAL EXPENDITURES	\$ 129,853,754	\$ 11,385	\$ 5,687,050	\$ 243,418	\$ 21,270,486	\$ 157,066,093
Excess (deficiency) of revenues over Expenditures	1,270,600	1,093,328	(5,687,050)	(169,991)	(3,723,883)	(7,216,996)
Other Financing Sources (Uses):						
Proceeds of bonds and notes	-	-	-	-	2,685,000	2,685,000
Premium from capital leases	209,000	-	-	-	-	209,000
Premium from issuance of bonds and notes	134,243	-	-	-	-	134,243
Transfers in	3,246,785	-	-	-	358,000	3,604,785
Transfers out	(667,087)	-	-	-	(749,851)	(1,416,938)
Total Other Financing Sources (Uses):	2,922,941	-	-	-	2,293,149	5,216,090
Net change in Fund Balances	4,193,541	1,093,328	(5,687,050)	(169,991)	(1,430,734)	(2,000,906)
Fund Balances, at Beginning of Year	30,297,461	1,358,665	5,687,050	5,469,995	16,901,119	59,714,290
Fund Balances, at End of Year	\$ 34,491,002	\$ 2,451,993	\$ -	\$ 5,300,004	\$ 15,470,385	\$ 57,713,384

(1) Extracted from audited financial statements of the Town.

TOWN OF NATICK, MASSACHUSETTS
GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
June 30, 2014(1)

	General	High School Project Fund	Debt Service	Conservation Commission	Nonmajor Governmental Funds	Total Governmental Funds
Revenues						
Real estate and personal property taxes	\$ 93,036,983	\$ -	\$ -	\$ -	\$ -	\$ 93,036,983
Motor vehicle and other excise taxes	4,924,838	-	-	-	-	4,924,838
Hotel/motel tax	1,355,092	-	-	-	-	1,355,092
Tax and trash liens	67,100	-	-	-	-	67,100
Payments in lieu of taxes	35,150	-	-	-	-	35,150
Trash disposal	897,348	-	-	-	-	897,348
Intergovernmental	23,929,660	32,627	-	-	6,939,398	30,901,685
Special Assessments	4,648	-	-	-	18,178	22,826
Penalties and interest on taxes	502,478	-	-	-	-	502,478
Licenses and permits	1,724,944	-	-	-	-	1,724,944
Fines and forfeitures	214,966	-	-	-	90,041	305,007
Departmental and other	2,469,520	-	-	-	6,657,075	9,126,595
Contributions	-	-	-	-	981,371	981,371
Investment income	144,715	-	-	12,659	715	158,089
TOTAL REVENUES	\$ 129,307,442	\$ 32,627	\$ -	\$ 12,659	\$ 14,686,778	\$ 144,039,506
Expenditures:						
Current:						
General government	\$ 6,019,610	\$ -	\$ -	\$ 1,447,194	\$ 972,943	\$ 8,439,747
Public safety	14,521,736	-	-	-	354,201	14,875,937
Education	49,875,116	406,460	-	-	10,554,530	60,836,106
Public works	11,480,041	-	-	-	4,243,861	15,723,902
Health and human services	1,376,438	-	-	-	423,980	1,800,418
Culture and recreation	569,239	-	-	-	1,381,075	1,950,314
Library	2,091,521	-	-	-	79,362	2,170,883
Pension benefits	17,374,488	-	-	-	-	17,374,488
Employee benefits	14,402,719	-	-	-	-	14,402,719
Property and liability insurance	495,234	-	-	-	-	495,234
State and county charges	1,420,072	-	-	-	-	1,420,072
Debt service:						
Principal	8,115,967	-	-	-	-	8,115,967
Interest	2,666,396	-	-	-	-	2,666,396
TOTAL EXPENDITURES	\$ 130,408,577	\$ 406,460	\$ -	\$ 1,447,194	\$ 18,009,952	\$ 150,272,183
Excess (deficiency) of revenues over Expenditures	(1,101,135)	(373,833)	-	(1,434,535)	(3,323,174)	(6,232,677)
Other Financing Sources (Uses):						
Transfers in	4,298,676	-	-	-	-	4,298,676
Proceeds of bonds and notes	-	-	-	-	4,463,750	4,463,750
Premium from capital leases	441,000	-	-	-	-	441,000
Premium from issuance of bonds and notes	407,561	-	-	-	-	407,561
Proceeds of Refunding Bonds (Current)	-	-	5,215,000	-	-	5,215,000
Premium from issuance of Refunding Bonds (Current)	37,011	-	472,050	-	-	509,061
Transfers out	(312,246)	-	-	-	(2,034,051)	(2,346,297)
Total Other Financing Sources (Uses):	4,872,002	-	5,687,050	-	2,429,699	12,988,751
Net change in Fund Balances	3,770,867	(373,833)	5,687,050	(1,434,535)	(893,475)	6,756,074
Fund Balances, at Beginning of Year	26,526,594	1,732,498	-	6,904,530	17,794,594	52,958,216
Fund Balances, at End of Year	\$ 30,297,461	\$ 1,358,665	\$ 5,687,050	\$ 5,469,995	\$ 16,901,119	\$ 59,714,290

(1) Extracted from audited financial statements of the Town.

TOWN OF NATICK, MASSACHUSETTS
GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
June 30, 2013(1)

	General	High School Project Fund	Debt Service	Conservation Commission	Nonmajor Governmental Funds	Total Governmental Funds
Revenues						
Real estate and personal property taxes	\$ 88,230,646	\$ -	\$ -	\$ -	\$ -	\$ 88,230,646
Motor vehicle and other excise taxes	4,342,065	-	-	-	-	4,342,065
Hotel/motel tax	1,301,972	-	-	-	-	1,301,972
Tax and trash liens	129,504	-	-	-	-	129,504
Payments in lieu of taxes	35,301	-	-	-	-	35,301
Trash disposal	933,760	-	-	-	-	933,760
Intergovernmental	23,647,970	4,053,239	-	-	6,461,153	34,162,362
Special Assessments	4,807	-	-	-	18,870	23,677
Penalties and interest on taxes	387,519	-	-	-	-	387,519
Licenses and permits	2,056,957	-	-	-	-	2,056,957
Fines and forfeitures	180,758	-	-	-	64,893	245,651
Departmental and other	2,530,233	-	-	2,071,438	9,513,130	14,114,801
Contributions	-	-	-	-	2,040,922	2,040,922
Investment income	98,671	-	-	14,590	1,160	114,421
TOTAL REVENUES	\$ 123,880,163	\$ 4,053,239	\$ -	\$ 2,086,028	\$ 18,100,128	\$ 148,119,558
Expenditures:						
Current:						
General government	\$ 4,651,584	\$ -	\$ 28,283	\$ 176,705	\$ 503,518	\$ 5,360,090
Public safety	13,699,962	-	-	-	687,617	14,387,579
Education	48,767,625	10,690,642	-	-	9,527,381	68,985,648
Public works	10,520,543	-	-	-	3,474,170	13,994,713
Health and human services	1,349,154	-	-	-	1,867,953	3,217,107
Culture and recreation	634,463	-	-	-	1,222,668	1,857,131
Library	2,114,552	-	-	-	83,458	2,198,010
Pension benefits	16,930,857	-	-	-	-	16,930,857
Employee benefits	14,413,679	-	-	-	-	14,413,679
Property and liability insurance	489,956	-	-	-	-	489,956
State and county charges	1,421,445	-	-	-	-	1,421,445
Debt service:						
Principal	7,511,321	-	-	-	-	7,511,321
Interest	2,555,110	-	472,436	-	-	3,027,546
TOTAL EXPENDITURES	\$ 125,060,251	\$ 10,690,642	\$ 500,719	\$ 176,705	\$ 17,366,765	\$ 153,795,082
Excess (deficiency) of revenues over Expenditures	(1,180,088)	(6,637,403)	(500,719)	1,909,323	733,363	(5,675,524)
Other Financing Sources (Uses):						
Transfers in	2,951,240	15,858	-	-	75,511	3,042,609
Proceeds of bonds and notes	-	5,500,000	-	-	3,121,000	8,621,000
Premium from issuance of bonds and notes	482,092	-	-	-	-	482,092
Transfers out	(401,369)	-	-	-	(369,726)	(771,095)
Debt service - principal-current refunding	-	-	(16,441,554)	-	-	(16,441,554)
Total Other Financing Sources (Uses):	3,031,963	5,515,858	(16,441,554)	-	2,826,785	(5,066,948)
Net change in Fund Balances	1,851,875	(1,121,545)	(16,942,273)	1,909,323	3,560,148	(10,742,472)
Fund Balances, at Beginning of Year	24,674,719	2,854,043	16,942,273	4,995,207	14,234,446	63,700,688
Fund Balances, at End of Year	\$ 26,526,594	\$ 1,732,498	\$ -	\$ 6,904,530	\$ 17,794,594	\$ 52,958,216

(1) Extracted from audited financial statements of the Town.

Unassigned General Fund Balance and Free Cash

Under Massachusetts law an amount known as “free cash” is certified as of the beginning of each fiscal year by the State Bureau of Accounts and this, together with certain subsequent tax receipts, is used as the basis for subsequent appropriations from available funds, which are not required to be included in the annual tax levy.

The following table sets forth the trend in Unassigned General Fund balance from audited financials and free cash as certified by the Bureau of Accounts.

As of July 1	Unassigned General Fund Balance	Free Cash
2018 (est.)	\$ 24,000,000	\$ 8,000,000
2017	25,785,709	9,528,960
2016	25,184,365	12,088,395
2015	20,002,917	9,212,607
2014	14,555,929	6,832,003
2013	13,454,137	6,827,707

Stabilization Fund

The Town of Natick, per its adopted Financial Management Principles, maintains a portfolio of permanent reserves in the form of Stabilization Funds. Under Section 5B of Chapter 40 of the Massachusetts General Laws, the Town may for the purpose of creating a stabilization fund, appropriate in any year an amount not exceeding ten percent of the amount raised in the preceding year by taxation of real estate and tangible personal property or such large amount as may be approved by the State Municipal Finance Oversight Board. The aggregate amount in the fund at any time shall not exceed ten percent of the equalized valuation of the Town and interest shall be added to and become a part of the fund. The stabilization fund may be appropriated in a Town at a Town meeting by a two-thirds vote for any lawful purpose.

The Town maintains three Stabilization Funds as follows:

General Stabilization Fund: The longest standing stabilization fund, the General Stabilization Fund is maintained for the purpose of unforeseen and catastrophic emergencies. The following table reflects the balance of this account at the end of the most recent fiscal years:

Fiscal Year	Balance
2018 (est.)	\$ 5,053,200
2017	4,530,645
2016	4,502,900
2015	4,475,931
2014	4,305,656
2013	4,289,775

Operational Stabilization Fund: Established at the 2011 Spring Annual Town Meeting, the Operational Stabilization Fund is maintained for the purpose of augmenting operations in the case of a sustained economic downturn. The balance of this Fund as of June 30, 2016 was \$2,481,323. The balance of this Fund at June 30, 2017 was \$2,545,916. The projected balance of this Fund at June 30, 2018 is approximately \$2,559,593.

Capital Stabilization Fund – Established at the 2010 Fall Annual Town Meeting, the Capital Stabilization Fund is maintained for the purpose of funding any capital related projects/equipment and debt service payment related thereto. The Fund is currently supported by appropriations from the 2% increase to the Hotel/Motel Tax and the new Meals Tax voted for by the Town. The balance of this Fund as of June 30, 2016 was \$3,837,852. The balance of this Fund at June 30, 2017 was \$6,316,840. The projected balance of this Fund at June 30, 2018 is approximately \$8,464,687.

Tax Increment Financing for Development Districts

Under recent legislation, cities and towns are authorized to establish development districts to encourage increased residential, industrial and commercial activity. All or a portion of the taxes on growth in assessed value in such districts may be pledged and used solely to finance economic development projects pursuant to the city or town's development program for the district. This includes pledging such "tax increments" for the payment of bonds issued to finance such projects. As a result of any such pledge, tax increments raised from new growth properties in development districts are not available for other municipal purposes. Tax increments are taken into account in determining the total taxes assessed for the purpose of calculating the maximum permitted tax levy under Proposition 2 ½ (see "Tax Limitations" under "PROPERTY TAXATION" above).

At the Town's 2005 Annual Fall Town Meeting, the voters established a development district pursuant to G.L. C. 40Q.

INDEBTEDNESS

Authorization Procedure and Limitations

Serial bonds and notes are authorized by a two-thirds vote of the representative town meeting. Borrowings for certain purposes require state administrative approval. Provision is made for a referendum on the borrowing authorization if there is a timely filing of a petition bearing the requisite number of signatures. Refunding bond and notes are authorized by the selectmen.

When serial bonds or notes have been authorized, bond anticipation notes may be issued by the officers authorized to issue the serial bonds or notes. Temporary debt in anticipation of the revenue of the current fiscal year in which the debt is incurred or in anticipation of authorized federal and state aid may generally be incurred by the Treasurer with the approval of the Selectmen.

The general debt limit of the Town of Natick consists of a normal debt limit and a double debt limit. The normal debt limit is 5 per cent of the valuation of taxable property as last equalized by the State Department of Revenue. The Town can authorize debt up to this amount without State approval. It can authorize debt up to twice this amount (the double debt limit) with the approval of the state Municipal Finance Oversight Board consisting of the attorney general, the state treasurer, the state auditor and the director of accounts.

There are many categories of general obligation debt which are exempt from and do not count against the General Debt Limit. Among others, these exempt categories include revenue anticipation notes and grant anticipation notes; emergency loans; loans exempted by special laws; certain school bonds, sewer bonds, water bonds, bonds for electric, gas and telecommunication purposes, solid waste disposal facility bonds and economic development bonds supported by tax increment financing; and subject to special debt limits, bonds for housing, urban renewal and economic development (subject to various debt limits). Revenue bonds are not subject to these debt limits. The General Debt Limit applies at the time the debt is authorized. The special debt limits generally apply at the time the debt is incurred.

Types of Obligations

General Obligations: Massachusetts cities and towns are authorized to issue general obligation indebtedness of these types:

Serial Bonds and Notes: These are generally required to be payable in annual principal amounts beginning no later than the end of the next fiscal year commencing after the date of issue and ending within the terms permitted by law. A level debt service schedule, or a schedule that provides for a more rapid amortization of principal than level debt service, is permitted. The principal amounts of certain economic development bonds supported by tax increment financing may be payable in equal, diminishing or increasing amounts beginning within 5 years after the date of issue. The maximum terms of serial bonds and notes vary from one year to 40 years, depending on the purpose of the issue. The maximum terms permitted are set forth in the statutes. In addition, for many projects, the maximum term may be determined in accordance with useful life guidelines promulgated by the State Department of Revenue ("DOR"). Serial bonds and notes may be issued for the purpose set forth in the statutes. In addition, serial bonds and notes may be issued for any other public work, improvement or, asset not specifically listed in the statutes that has a useful life of at least five years. Bonds or notes may be made callable and redeemed prior to their maturity, and a redemption premium may be paid. Refunding bonds or notes may be issued subject to the maximum applicable term measured from the date of the original bonds or notes and must produce present value savings over the debt service of the refunded bonds. Generally, the first required annual payment of principal of the refunding bonds cannot be later than the first principal payment of any of the bonds or notes being refunded thereby, however, principal payments made before the first principal payment of any bonds or notes being refunded thereby may be in any amount.

Serial bonds may be issued as "qualified bonds" with the approval of the state Municipal Finance Oversight Board, subject to such conditions and limitations (including restrictions on future indebtedness) as may be required by the Board. Qualified bonds may mature not less than 10 nor more than 30 years from their dates and are not subject to the amortization requirements described above. The State Treasurer is required to pay the debt service on qualified bonds and thereafter to withhold the amount of the debt service paid by the State from state aid or other state payments; administrative costs and any loss of interest income to the State are to be assessed upon the city or town.

Tax Credit Bonds or Notes: Subject to certain provisions and conditions, the officers authorized to issue bonds or notes may designate any duly authorized issue of bonds or notes as “tax credit bonds” to the extent such bonds and notes are otherwise permitted to be issued with federal tax credits or other similar subsidies for all or a portion of the borrowing costs. Tax credit bonds may be made payable without regard to the annual installments required by any other law, and a sinking fund may be established for the payment of such bonds. Any investment that is part of such a sinking fund may mature not later than the date fixed for payment or redemption of the applicable bonds.

Bond Anticipation Notes: These generally must mature within two years of their original dates of issuance, but may be refunded from time to time for a period not to exceed ten years from their original dates of issuance, provided that for each year that the notes are refunded beyond the second year they must be paid in part from revenue funds in an amount at least equal to the minimum annual payment that would have been required if the bonds has been issued at the end of the second year. For certain school projects, however, notes may be refunded from time to time for a period not to exceed seven years without having to pay any portion of the principal of the notes from revenue funds. The maximum term of bonds issued to refund bond anticipation notes is measured (except for certain school projects) from the date of the original issue of the notes.

Revenue Anticipation Notes: These are issued to meet current expenses in anticipation of taxes and other revenues. They must mature within one year but, if payable in less than one year, may be refunded from time to time up to one year from the original date of issue.

Grant Anticipation Notes: These are issued for temporary financing in anticipation of federal grants and state and county reimbursements. They must generally mature within two years, but may be refunded from time to time as long as the municipality remains entitled to the grant or reimbursement.

Revenue Bonds: Cities and towns may issue revenue bonds for solid waste disposal facilities, for projects financed under the Commonwealth's Clean Water Revolving Loan Programs and for certain economic development projects supported by tax increment financing. In addition, cities and towns having electric departments may issue electric revenue bonds, and notes in anticipation of such bonds, subject to the approval of the State Department of Telecommunications and Energy.

The Town has not borrowed in anticipation of revenue since fiscal 1989 and does not anticipate the need to borrow in the future as quarterly tax billing was instituted in 1991.

Debt Ratios

<u>Gross Debt</u>	As of June 30				
	2017	2016	2015	2014	2013
Amount(1)	\$ 80,464,456	\$ 76,810,210	\$ 82,889,416	\$ 90,302,877	\$ 93,727,633
Per Capita(2)	\$ 2,438	\$ 2,327	\$ 2,511	\$ 2,736	\$ 2,840
Percent of Assessed Valuation	1.04%	1.04%	1.19%	1.37%	1.50%
Percent of Equalized Valuation (3)	1.03%	1.10%	1.19%	1.37%	1.43%
Per Capita as a percent of Personal Income (2) per Capita	4.90%	4.67%	5.04%	5.50%	5.70%

(1) Gross Amount. Does not include MCWT Subsidy or MSBA Reimbursement.

(2) 2010 Federal Census.

(3) 2012 Equalized Valuation is used for fiscal years 2013 and 2014; 2014 Equalized Valuation is used for fiscal years 2015 and 2016; 2016 Equalized Valuation is used for fiscal year 2017.

The following table sets forth the general obligation debt of the Town of Natick incurred for capital purposes. The table shows the outstanding debt as of June 30, 2017, including subsequent issue.

TOWN OF NATICK, MASSACHUSETTS
Direct Debt Summary
As of June 30, 2017
Including Subsequent Issues

Long Term Debt (1)

Outstanding as of June 30, 2017

General (2)	\$ 26,549,000	
School (3)	39,760,300	
Sewer (4)	4,033,900	
Water (5)	6,151,300	
MCWT (6)	2,697,336	
MWRA	504,120	
Golf (7)	<u>768,500</u>	
Total Outstanding		\$ 80,464,456

Bonds dated July 27, 2017

8,600,000

Temporary Loans Outstanding After This Issue:

Bond Anticipation Notes Outstanding (8)	2,960,000	
This Issue New Money Bond Anticipation Notes (9)	<u>4,487,000</u>	
Total Short Term Debt Outstanding		<u>7,447,000</u>

Total Direct Debt after This Issue

\$ 96,511,456

- (1) Principal amounts only. Excludes short term debt, lease and installment purchase obligations (see 'Contractual Obligations'), overlapping debt, unfunded pension and OPEB liability.
- (2) Debt service on \$6,865,000 is exempt from the limits of Proposition 2 ½. \$519,000 is not subject to the debt limit.
- (3) Debt service on \$33,546,533 is exempt from the limits of Proposition 2 ½. \$30,727,533 is not subject to the debt limit.
- (4) \$152,600 is not subject to the debt limit.
- (5) \$5,482,600 is not subject to the debt limit.
- (6) Does not reflect subsidy from MCWT. Debt service on \$143,641 is exempt from the limits of Proposition 2 ½. Not subject to the debt limit.
- (7) \$635,000 is not subject to the debt limit.
- (8) Payable December 7, 2018.
- (9) This issue, payable December 7, 2018.

Principal Payments by Purpose

The following table sets forth the principal payments by purpose for the Town's outstanding debt as of June 30, 2017.

TOWN OF NATICK, MASSACHUSETTS Outstanding Bonded Debt (1) Principal Payments by Purpose As of June 30, 2017

Fiscal Year	General (2)	School (3)	Sewer (4)	Water (5)	MCWT (6)	MWRA	Golf (7)	Total
2018	\$ 4,101,000	\$ 3,632,300	\$ 645,900	\$ 1,130,300	\$ 297,986	\$ 175,365	\$ 173,500	\$ 10,156,351
2019	3,177,000	3,522,000	516,000	730,000	312,607	175,365	145,000	8,577,972
2020	2,881,000	3,403,000	502,000	729,000	322,354	24,225	140,000	8,001,579
2021	2,500,000	3,053,000	385,000	547,000	324,504	24,225	130,000	6,963,729
2022	2,205,000	2,940,000	350,000	515,000	339,243	24,225	130,000	6,503,468
2023	1,890,000	2,940,000	270,000	445,000	348,990	24,225	5,000	5,923,215
2024	1,735,000	2,915,000	245,000	390,000	358,389	24,225	5,000	5,672,614
2025	1,480,000	2,375,000	240,000	335,000	363,263	24,225	5,000	4,822,488
2026	1,260,000	2,370,000	235,000	330,000	7,500	4,020	5,000	4,211,520
2027	1,000,000	2,370,000	235,000	200,000	7,500	4,020	5,000	3,821,520
2028	950,000	2,370,000	140,000	160,000	7,500	-	5,000	3,632,500
2029	950,000	2,370,000	30,000	155,000	7,500	-	5,000	3,517,500
2030	875,000	2,345,000	30,000	125,000	-	-	5,000	3,380,000
2031	805,000	2,345,000	30,000	125,000	-	-	5,000	3,310,000
2032	295,000	350,000	30,000	120,000	-	-	5,000	800,000
2033	105,000	340,000	30,000	25,000	-	-	-	500,000
2034	105,000	60,000	30,000	25,000	-	-	-	220,000
2035	105,000	60,000	30,000	25,000	-	-	-	220,000
2036	90,000	-	30,000	20,000	-	-	-	140,000
2037	40,000	-	30,000	20,000	-	-	-	90,000
	<u>\$ 26,549,000</u>	<u>\$ 39,760,300</u>	<u>\$ 4,033,900</u>	<u>\$ 5,916,300</u>	<u>\$ 2,697,336</u>	<u>\$ 504,120</u>	<u>\$ 768,500</u>	<u>\$ 80,464,456</u>

- (1) Principal amounts only. Excludes short term debt, lease and installment purchase obligations (see 'Contractual Obligations'), overlapping debt, unfunded pension and OPEB liability.
- (2) Debt service on \$6,865,000 is exempt from the limits of Proposition 2 ½. \$519,000 is not subject to the debt limit.
- (3) Debt service on \$33,546,533 is exempt from the limits of Proposition 2 ½. \$30,727,533 is not subject to the debt limit.
- (4) \$152,600 is not subject to the debt limit.
- (5) \$5,482,600 is not subject to the debt limit.
- (6) Does not reflect subsidy from MCWT. Debt service on \$143,641 is exempt from the limits of Proposition 2 ½. Not subject to the debt limit.
- (7) \$635,000 is not subject to the debt limit.

Debt Service Requirements

The following table sets forth the required principal and interest payments on outstanding general obligation bonds of the Town of Natick as of June 30, 2017.

**TOWN OF NATICK, MASSACHUSETTS
DEBT SERVICE REQUIREMENTS
As of June 30, 2017**

Fiscal Year	Outstanding Debt (1)		Less: SRF Subsidies	Total
	Principal	Interest		
2018	\$ 10,156,351	\$ 2,858,471	\$ (62,628)	\$ 12,952,195
2019	8,577,972	2,501,516	(58,212)	11,021,276
2020	8,001,579	2,157,555	(53,646)	10,105,489
2021	6,963,729	1,899,137	(49,171)	8,813,695
2022	6,503,468	1,648,161	(44,741)	8,106,889
2023	5,923,215	1,411,574	(40,152)	7,294,636
2024	5,672,614	1,216,679	(35,534)	6,853,760
2025	4,822,488	1,031,204	(24,348)	5,829,344
2026	4,211,520	871,935	-	5,083,455
2027	3,821,520	721,954	-	4,543,474
2028	3,632,500	574,891	-	4,207,391
2029	3,517,500	437,871	-	3,955,371
2030	3,380,000	309,401	-	3,689,401
2031	3,310,000	184,766	-	3,494,766
2032	800,000	62,588	-	862,587
2033	500,000	33,869	-	533,869
2034	220,000	18,838	-	238,838
2035	220,000	12,488	-	232,488
2036	140,000	6,138	-	146,138
2037	90,000	2,813	-	92,813
Total	<u>\$ 80,464,456</u>	<u>\$ 17,961,846</u>	<u>\$ (368,430)</u>	<u>\$ 98,057,873</u>

(1) Excludes short term debt, lease and installment purchase obligations (see 'Contractual Obligations'), overlapping debt, unfunded pension liability, and unfunded other post-employment benefits liability.

Authorized Unissued Debt

Currently, the Town has approximately \$9,049,230 of authorized unissued debt for various municipal purposes. The Town is considering a new middle school project, which is expected would receive MSBA reimbursement. The Town is currently authorizing the feasibility study for the project which is pending before Town Meeting and would be subject to a debt exclusion, if approved.

Overlapping Debt

The Town is a member of the Massachusetts Water Resources Authority ("MWRA"), the Massachusetts Bay Transportation Authority ("MBTA"), and the South Middlesex Regional Vocational Technical School District. The following table sets forth the outstanding bonded debt, exclusive of temporary loans in anticipation of bonds or current revenue, of the MWRA, the MBTA, and the South Middlesex Regional Vocational School District and the Town's gross share of such debt and the fiscal 2018 dollar assessment for each.

Overlapping Entity	Outstanding Debt at 6/30/17	Natick's Estimated Share (1)	Fiscal 2018 Dollar Assessment(2)
Massachusetts Water Resources Authority (3)			
Water	\$2,057,615,000	N/A	N/A
Sewer	3,572,843,000	1.37%	\$ 4,367,823
Massachusetts Bay Transportation Authority (4)	5,656,191,000	0.14%	\$ 205,882
South Middlesex Regional Vocational Technical School District (5)	0	N/A	1,427,911

(1) Estimated share based on debt service only.

(2) Estimated dollar assessment based upon total net operating expenses, inclusive (where applicable) of debt service.

(3) SOURCE: Massachusetts Water Resources Authority. Debt as of June 30, 2017. The Massachusetts Water Resources Authority (the "MWRA") provides wholesale drinking water services in whole or in part to 48 cities, towns and special purpose entities and provides wastewater collection and treatment services to 43 cities, towns and special purpose entities. Under its enabling legislation, as amended, the aggregate principal amount of all bonds issued by the MWRA for its corporate purposes may not exceed \$6.1 billion outstanding at any time. Its obligations are secured by revenues of the MWRA. The MWRA assesses member cities, towns and special purpose entities, which continue to provide direct retail water and sewer services to users. The cities, towns and other entities collect fees from the users to pay all or part of the assessments; some municipalities levy property taxes to pay part of the amounts assessed upon them.

(4) SOURCE: MBTA. Debt as of June 30, 2017. The Massachusetts Bay Transportation Authority (the "MBTA") was created in 1964 to finance and operate mass transportation facilities within the greater Boston metropolitan area. Under its enabling act, the MBTA is authorized to issue bonds for capital purposes, other than refunding bonds, and for certain specified purposes to an outstanding amount, which does not exceed the aggregate principal amount of \$3,556,300,000. In addition, pursuant to certain of the Commonwealth's transportation bond bills, the MBTA is authorized to issue additional bonds for particular capital projects. The MBTA also is authorized to issue bonds of the purpose of refunding bonds. Under the MBTA's enabling act debt service, as well as other operating expenses of the MBTA, are to be financed by a dedicated revenue stream consisting of the amounts assessed on the cities and towns of the MBTA and a dedicated portion of the statewide sales tax. The amount assessed to each city and town is based on its weighted percentage of the total population of the authority as provided in the enabling act. The aggregate amount of such assessments is generally not permitted to increase by more than 2.5 percent per year.

(5) SOURCE: South Middlesex Regional Vocational Technical School District. Debt as of June 30, 2017. Towns may organize regional school districts to carry out general or specialized educational functions. The operating expenses and debt service of regional school districts are apportioned among the member municipalities in accordance with the agreements establishing the district. The District has no temporary debt outstanding and no authorized unissued debt. Dollar assessment for fiscal 2018.

Contractual Obligations

Municipal contracts are generally limited to currently available appropriations. A city or town generally has authority to enter into contracts for the exercise of any of its corporate powers for any period of time deemed to serve its best interests, but generally only when funds are available for the first fiscal year; obligations for succeeding fiscal years generally are expressly subject to availability and appropriation of funds. Municipalities have specific authority in relatively few cases to enter long-term contractual obligations that are not subject to annual appropriation, including contracts for refuse disposal and sewage treatment and disposal. Municipalities may also enter into long-term contracts in aid of housing and renewal projects. There may be implied authority to make other long-term contracts required to carry out authorized municipal functions, such as contracts to purchase water from private water companies.

Municipal contracts relating to solid waste disposal facilities may contain provisions requiring the delivery of minimum amounts of waste and payments based thereon and requiring payments in certain circumstances without regard to the operational status of the facilities.

Municipal electric departments have statutory power to enter into long-term contracts for joint ownership and operation of generating and transmission facilities and for the purchase or sale of capacity, including contracts requiring payments without regard to the operational status of the facilities. The Town does not have an electric light department.

Cities and towns are authorized to lease (as lessee) off-street parking facilities, school buildings, hospital equipment, data process equipment, energy conservation equipment and educational equipment for periods ranging up to 10 years. They may also be made for the installment purchase of energy conservation on equipment over a period up to 10 years. Cities and towns may also lease various properties as lessor. The Town has not entered into any lease or installment purchase contracts of a substantial nature.

Pursuant to the Home Rule Amendment to the Massachusetts Constitution, cities and towns may also be empowered to make other contracts and leases.

The Town of Natick entered into a 20-year contract with Wheelabrator Millbury, Inc. in January 1988 for the disposal of residential solid waste with a recent amendment that will reduce tipping fees beginning in fiscal 2016. This contract became effective in October 1, 1989, at which time the Town began transporting its solid waste to Millbury for disposal. The current contract expires in 2019 with an option to extend to 2029.

The Town's tipping fee is determined on March 1 of each year based upon a base rate (\$55 per ton on January 1, 1987) adjusted for changes in the Boston area consumer price index. The current tipping fee is \$66 per ton as of June 30, 2016. The tipping fee in fiscal 2017 was \$379,139. The contract does not require a minimum tonnage. The Town has budgeted \$474,000 for fiscal 2018 for the solid waste contract, which is based upon an estimated 6,100 tons of residential rubbish.

The Town also has a contract for school busing with Michael & Sons, which is in the second year of a three year contract with two option years for fiscal 2020 and fiscal 2021. The cost for regular education in fiscal 2017 was \$1,401,420. The Town has \$1,604,626 budgeted for fiscal 2018.

The Town has a current contract with EL Harvey, Inc. for the disposal of single stream recycling collected from residential homes at the curbside. The Town is currently paid \$2.50 from EL Harvey for each ton of single stream recyclables received. This rate was in effect from FY16 and is still in effect for FY17. The budget for Recycling – Curbside was \$5,000 for FY16 and is \$5,000 for FY17.

RETIREMENT PLAN

The Massachusetts General Laws provide for the establishment of contributory retirement systems for state employees, for teachers and for county, city and town employees other than teachers. Teachers are assigned to a separate statewide teachers' system and not to the city and town systems. For all employees other than teachers, this law is subject to acceptance in each city and town. Substantially all employees of an accepting city or town are covered. If a town has a population of less than 10,000 when it accepts the statute, its non-teacher employees participate through the county system and its share of the county cost is proportionate to the aggregate annual rate of regular compensation of its covered employees. In addition to the contributory systems, cities and towns provide non-contributory pensions to a limited number of employees, primarily persons who entered service prior to July 1, 1937 and their dependents. The Public Employee Retirement Administration Commission ("PERAC") provides oversight and guidance for and regulates all state and local retirement systems.

The obligations of a city or town, whether direct or through a county system, are contractual legal obligations and are required to be included in the annual tax levy. If a city or town, or the county system of which it is a member, has not established a retirement system funding schedule as described below, the city or town is required to provide for the payment of the portion of its current pension obligations which is not otherwise covered by employee contributions and investment income. "Excess earnings," or earnings on individual employees' retirement accounts in excess of a predetermined rate, are required to be set aside in a pension reserve fund for future, not current, pension liabilities. Cities and towns may voluntarily appropriate to their system's pension reserve fund in any given year up to five percent of the preceding year's tax levy. The aggregate amount in the fund may not exceed ten percent of the equalized valuation of the city or town.

If a city or town, or each member city and town of a county retirement system, has accepted the applicable law, it is required to annually appropriate an amount sufficient to pay not only its current pension obligations, but also a portion of its future pension liability. The portion of each such annual payment allocable to future pension obligations is required to be deposited in the pension reserve fund. The amount of the annual city or town appropriation for each such system is prescribed by a retirement system funding schedule which is periodically reviewed and approved by PERAC. Each

system's retirement funding schedule is designed to reduce the unfunded actuarial pension liability of the system to zero by not later than June 30, 2030, with annual increases in the scheduled payment amounts of not more than 4.5 percent. The funding schedule must provide that payment in any year of the schedule is not less than 95 percent of the amount appropriated in the previous fiscal year. City, town and county systems which have an approved retirement funding schedule receive annual pension funding grants from the Commonwealth for the first 16 years of such funding schedule. Pursuant to recent legislation, a system (other than the state employees' retirement system and the teachers' retirement system) which conducts an actuarial valuation as of January 1, 2009, or later, may establish a revised schedule which reduces the unfunded actuarial liability to zero by not later than June 30, 2040, subject to certain conditions. If the schedule is so extended under such provisions and a later updated valuation allows for the development of a revised schedule with reduced payments, the revised schedule shall be adjusted to provide that the appropriation for each year shall not be less than that for such year under the prior schedule, thus providing for a shorter schedule rather than reduced payments.

City, town and county systems may choose to participate in the Pension Reserves Investment Trust Fund (the "PRIT Fund"), which receives additional state funds to offset future pension costs of participating state and local systems. If a local system participates in the PRIT Fund, it must transfer ownership and control of all assets of its system to the Pension Reserves Investment Management Board, which manages the investment and reinvestment of the PRIT Fund. Cities and towns with systems participating in the PRIT Fund continue to be obligated to fund their pension obligations in the manner described above. The additional state appropriations to offset future pension liabilities of state and local systems participating in the PRIT Fund are required to total at least 1.3 percent of state payroll. Such additional state appropriations are deposited in the PRIT Fund and shared by all participating systems in proportion to their interests in the assets of the PRIT Fund as of July 1 for each fiscal year.

Cost-of-living increases for each local retirement system may be granted and funded only by the local system, and only if it has established a funding schedule. Those statutory provisions are subject to acceptance by the local retirement board and approval by the local legislative body, which acceptance may not be revoked.

The annual contributions to the Town of Natick Contributory Retirement System for the most recent years, as well as the budgeted amount for fiscal 2018, are set forth below.

<u>Fiscal Year</u>	<u>Contributory</u>	<u>Non-Contributory</u>	<u>Total</u>
2018 (budgeted)	\$9,077,032	\$28,000	\$9,105,032
2017	8,194,354	21,430	8,215,784
2016	7,932,072	38,249	7,970,321
2015	7,344,512	39,549	7,384,061
2014	6,793,586	42,903	6,836,489
2013	6,290,357	67,209	6,359,850

Currently, cost of living increases for each local retirement system may be granted and funded only by the local system, and only if it has established a funding schedule. Those statutory provisions are subject to acceptance by the local retirement board and approved by the local legislative body, which acceptance may not be revoked. The Natick Retirement Board and the Natick Town Meeting accepted these statutory provisions in October 1997. They became effective beginning January 1, 1998. The amounts reimbursed to the System for the most recent fiscal years as well as the budgeted amount for fiscal 2018 are as follows.

<u>Fiscal Year</u>	<u>Contributory</u>	<u>Non-Contributory</u>	<u>Total</u>
2018 (Estimate)	\$ 113,977	\$ 2,469	\$ 116,446
2017	119,976	2,469	122,445
2016	128,878	4,437	133,315
2015	142,628	4,990	147,618
2014	158,574	8,506	167,080
2013	178,340	9,934	188,274

The Town at the spring 1990 Natick Annual Town Meeting accepted Chapter 697 of the Acts of 1987, which provides for funding of the Natick Contributory Retirement System on an actuarial basis. The accepted statute calls for funding the Town's unfunded pension liability over a period of 28 years. Chapter 697 also provides for the elimination of the existing \$30,000 pension benefit cap for employees hired after January 1, 1979. The additional cost of these additional pension benefits is included in the funding schedule. Additionally, employees previously subject to the \$30,000 earnings based cap are now contributing an additional 2% on earnings in excess of \$30,000 per year.

As of January 1, 2017, the total estimated actuarial accrued liability of the Contributory Retirement System was \$214,250,037, and its actuarial assets were \$133,351,938, resulting in an estimated unfunded accrued actuarial liability of \$80,898,099. The funding plan adopted by the Town provides for the amortization of this liability in increments by 2030.

It is the intent of the Town to update the actuarial valuation and funding schedule every two years, and to base its annual contributory retirement appropriation on the funding schedule below.

Natick Contributory Retirement System Funding Schedule

Funding Schedule – 2030 Schedule, amortization payments initially calculated to increase 4.00% per year with a 7.00% cap on the total plan cost

(1) Fiscal Year Ended June 30	(2) Employer Normal Cost	(3) Amortization of Remaining Liability	(4) Total Plan Cost: (2) + (3)	(5) Total Unfunded Actuarial Accrued Liability	(6) Total Plan Cost % Increase
2018	\$2,025,106	\$7,190,974	\$9,216,080	\$83,828,154	--
2019	2,099,415	7,761,790	9,861,206	85,989,237	7.00%
2020	2,176,430	8,375,060	10,551,490	86,219,490	7.00%
2021	2,256,245	9,033,849	11,290,094	85,524,611	7.00%
2022	2,338,964	9,741,436	12,080,401	82,198,155	7.00%
2023	2,424,691	10,501,338	12,926,029	78,193,809	7.00%
2024	2,513,535	11,317,316	13,830,851	72,883,606	7.00%
2025	2,605,607	12,169,000	14,774,607	66,321,068	6.82%
2026	2,701,027	12,655,760	15,356,787	58,376,171	3.94%
2027	2,799,913	13,161,990	15,961,902	49,331,895	3.94%
2028	2,902,391	13,688,469	16,590,860	39,086,623	3.94%
2029	3,008,589	14,236,008	17,244,598	27,530,423	3.94%
2030	3,118,644	14,805,449	17,924,093	14,544,399	3.94%

Notes: Recommended contributions are assumed to be paid July 1 and December 31.

Item (2) reflects 3.25% growth in payroll and 0.15% adjustment to total normal cost to reflect the effects of mortality improvement due to the generational mortality assumption.

Assumes contribution of budgeted amount for fiscal year 2018.

Amortization payments of remaining liability initially calculated to increase at 4.00% per year.

Projected normal cost does not reflect the impact of pension reform for future hires.

Schedule reflects deferred investment losses.

Other Post-Employment Benefits

In addition to pension benefits, cities and towns may provide retired employees with health care and life insurance benefits. The portion of the cost of such benefits paid by cities or towns is generally provided on a pay-as-you-go basis. The amount paid by the Town in fiscal year 2017 was \$3,547,770, and the Town budgeted \$3,300,000 for this purpose in fiscal 2018.

The Governmental Accounting Standards Board ("GASB") promulgated its Statement Nos. 43 and 45, which require public sector entities to report the future costs of these non-pension, post-employment benefits in their financial statements. These accounting standards do not require pre-funding the payment of these costs as the liability for such costs accrues, but the basis applied by the standards for measurement of costs and liabilities for these benefits is conservative if they continue to be funded on a pay-as-you-go basis and will result in larger yearly cost and liability accruals than if the cost of such benefits were pre-funded in a trust fund in the same manner as traditional pension benefits. Cities and towns that choose to self-insure all or a portion of the cost of the health care benefits they provide to employees and retirees may establish a trust fund for the purpose of paying claims. In addition, cities and towns may establish a trust fund for the purpose of pre-funding other post-employment benefits liability in the same manner as traditional pension benefits. Cities and towns that choose to self-insure all or a portion of the costs of the health care benefits they provide to employees and retirees may establish a trust fund for the purposes of paying claims. On January 10, 2009, Massachusetts enacted

Chapter 479 of the Laws of 2009 which permits municipalities to establish a trust fund for the purpose of pre-funding this liability.

The Town was required to implement the GASB reporting requirements for other post-employment benefits beginning in fiscal year 2009. The Town hired Stone Consulting, Inc. to complete its valuation of its non-pension, post-employment benefit liability. The most recent report, as of July 1, 2016, indicates the Town's unfunded liability to be \$168,552,721, applying a 4% discount rate. The Town voted at the 2011 Fall Town Meeting to establish an OPEB Trust Fund and adopted the provision of M.G.L. c.32B section 20 under the Massachusetts Municipal Modernization Act at the 2017 Spring Town Meeting to ensure compliance with GASB and IRS standards. The balance of the OPEB Trust Fund as of July 1, 2017 was \$2,163,593. The estimated balance as of the OPEB Trust Fund as of July 1, 2018 is approximately \$3,059,593.

EMPLOYEE RELATIONS

City and town employees (other than managerial employees) are entitled to join unions and to bargain collectively by representatives of their choice on questions of wages, hours and other terms and conditions of employment. The Town has approximately 1,727 full-time employees and part-time employees, of whom approximately 54 percent belong to unions or other collective bargaining groups as follows:

Union	Department	Number of People	Expiration Date (1)
Education Assoc./Natick	School-Teachers Units A/B/C	445	June 2018
	Title 1	7	June 2018
	Education Support Personnel Units	98	August 2018
Association of Secretaries and Clerks	School	34	June 2018
AFL-CIO Local 1116	Cafeteria	34	June 2018
	Custodian/Maintenance	36	June 2018
	Clerical	23	June 2018
	Public Works	62	June 2018
	Recreation/Human Services	10	June 2018
	Librarians	13	June 2018
Supervisors' and Administrators' Assoc.	Public Works	11	June 2018
Natick Police Superior Officers Assoc.	Police Ltd./Sgts.	13	June 2018
NE PBA IUPA AFLCIO	Police Patrolmen	40	June 2015
International Association of Firefighters, AFL-CIO	Firemen	80	June 2018
	Deputy Chiefs	3	June 2018
Dispatcher Group	Fire/Police	9	June 2018
TOTAL		<u>918</u>	

(1) Expired contract is currently in negotiations.

LITIGATION

There are numerous cases pending in courts throughout the Commonwealth where the Town is a defendant. In the opinion of the Town Counsel, none of the pending litigation is likely to result in final judgments against the Town which would materially affect their financial position.

TOWN OF NATICK, MASSACHUSETTS
/s/ Stephen W. Price, Town Treasurer

June 13, 2018

TOWN OF NATICK, MASSACHUSETTS

**INDEPENDENT AUDITORS' REPORT ON
BASIC FINANCIAL STATEMENTS AND
REQUIRED SUPPLEMENTARY INFORMATION**

JUNE 30, 2017

**TOWN OF NATICK, MASSACHUSETTS
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JUNE 30, 2017**

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INDEPENDENT AUDITORS' REPORT

Honorable Board of Selectmen
Town of Natick, Massachusetts

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Town of Natick, Massachusetts, as of and for the year ended June 30, 2017 (except for the Natick Contributory Retirement System, which is as of and for the year ended December 31, 2016), and the related notes to the financial statements, which collectively comprise the Town of Natick, Massachusetts' basic financial statements as listed in the table of contents. We did not audit the financial statements of the Morse Institute in Natick (the Institute), which is the sole discretely presented component unit and represents 100% of the assets, net position and revenues of the discretely presented component unit.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Institute, the sole discretely presented component unit. Those financial statements were audited by another auditor whose report thereon has been furnished to us, and our opinion, insofar as it relates to the amounts for the Institute, is based on the report of the other auditor. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. The financial statements of the Institute, the sole discretely presented component unit, were not audited in accordance with *Government Auditing Standards*.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Basis for Qualified Opinion on Discretely Presented Component Unit

As more fully described in Note 1, the financial statements of the Institute were prepared on the cash basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. The amount by which this departure would affect the assets, net position and revenues of the Institute has not been determined.

Qualified Opinion

In our opinion, based on the report of the other auditor and as described in the "Basis for Qualified Opinion on Discretely Presented Component Unit" paragraph, the financial statements of the Institute presents fairly, in all material respects, the financial position of the Institute as of June 30, 2017, and the change in financial position for the year then ended in conformity with the cash basis of accounting.

Unmodified Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Natick, Massachusetts, as of June 30, 2017 (except for the Natick Contributory Retirement System, which is as of and for the year ended December 31, 2016), and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

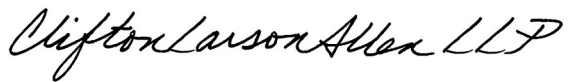
Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis (located on pages 4 through 12) and general fund budgetary comparison and certain pension and other postemployment benefits information (located on pages 73 through 81) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Honorable Board of Selectmen
Town of Natick, Massachusetts

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 23, 2018, on our consideration of the Town of Natick, Massachusetts' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town of Natick, Massachusetts' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town of Natick, Massachusetts' internal control over financial reporting and compliance.

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP".

CliftonLarsonAllen LLP

Boston, Massachusetts
March 23, 2018

**TOWN OF NATICK, MASSACHUSETTS
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED JUNE 30, 2017**

As management of the Town of Natick, Massachusetts (Town), we offer readers of these financial statements this narrative overview and analysis of the Town's financial activities for the fiscal year ended June, 30, 2017.

FINANCIAL HIGHLIGHTS

- The assets of the Town exceeded its liabilities at the close of the most recent fiscal year by \$75,113,218 (net position). The Town's governmental activities have an unrestricted net deficit of \$101,397,508 and its business-type activities unrestricted net position totaled \$5,552,175.
- The Town's total net position decreased by \$4,933,114.
- As of the close of the fiscal year, the Town's governmental funds reported combined ending fund balances totaling \$63,905,368 an increase of approximately \$4,300,000 in comparison with the prior year. Approximately \$22,546,000 represents unassigned fund balance.
- At the end of the fiscal year, unassigned fund balance for the general fund totaled \$25,785,709, or 18% of total general fund expenditures and transfers out.
- The Town's total bonded debt increased by \$5,046,659 during the fiscal year. The Town issued \$13,932,000 of new debt during the year, of which was used for building construction, infrastructure, departmental equipment and vehicles, and other projects.

OVERVIEW OF THE BASIC FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the *basic financial statements*, which consists of the following three components:

1. Government-wide financial statements
2. Fund financial statements
3. Notes to the basic financial statements.

This report also contains required supplementary information in addition to the basic financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the Town's finances, in a manner similar to a private-sector business.

The **statement of net position** presents information on all of the Town's non-fiduciary assets, deferred outflows, liabilities and deferred inflows, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

**TOWN OF NATICK, MASSACHUSETTS
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED JUNE 30, 2017**

The **statement of activities** presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes, earned but unused vacation leave, etc.).

Both of the government-wide financial statements distinguish functions of the Town that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*).

Governmental activities include general government, public safety, education, public works, health and human services, culture and recreation and debt service (interest). Business-type activities include the Town's water and sewer and golf course operations.

The government-wide financial statements can be found on pages 14-16 of this report.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds can be divided into the following categories and are described below:

1. Governmental funds
2. Proprietary funds
3. Fiduciary funds

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of expendable resources, as well as on balances of expendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term effect of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

**TOWN OF NATICK, MASSACHUSETTS
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED JUNE 30, 2017**

The Town maintains 463 individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for the general fund and saxonville land acquisition fund, which are considered to be major funds. Data from the other 461 governmental funds are combined into a single, aggregated presentation titled *nonmajor governmental funds*.

The basic governmental fund financial statements can be found on pages 17-20 of this report.

Proprietary Funds

The Town maintains one type of proprietary fund.

Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The Town uses enterprise funds to account for its water and sewer and golf course operations. The water and sewer enterprise fund is considered to be major fund, while the golf course enterprise fund is considered nonmajor.

The basic proprietary funds financial statements can be found on pages 21-23 of this report.

Fiduciary Funds

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the Town's programs. The accounting used for fiduciary funds is similar to that used for proprietary funds.

The fiduciary funds provide separate information for the Town's pension trust fund. Private-purpose trust funds and agency funds are reported and combined into a single, aggregate presentation in the fiduciary fund financial statements under the captions "private purpose trust funds" and "agency funds", respectively.

The basic fiduciary fund financial statements can be found on pages 24-25 of this report.

Notes to the Basic Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 26-71 of this report.

Required Supplementary Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information. Presented in this information is the budget comparison for the general fund and certain pension and other post-employment benefit information, which can be found on pages 73-81.

**TOWN OF NATICK, MASSACHUSETTS
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED JUNE 30, 2017**

Government-Wide Financial Analysis

The following tables present current and prior year data on the government-wide financial statements.

Net Position

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. The Town's assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$75,113,218 at the close of the fiscal year and are summarized as follows:

	Governmental Activities		Business-Type Activities		Total	
	2017	2016	2017	2016	2017	2016
Assets						
Current Assets	\$ 83,485,150	\$ 77,141,460	\$ 16,405,135	\$ 15,430,290	\$ 99,890,285	\$ 92,571,750
Noncurrent Assets (Excluding Capital Assets)	461,245	480,235	1,111,798	1,233,173	1,573,043	1,713,408
Capital Assets (Net)	191,191,442	185,399,061	36,586,886	36,435,618	227,778,328	221,834,679
Total Assets	<u>275,137,837</u>	<u>263,020,756</u>	<u>54,103,819</u>	<u>53,099,081</u>	<u>329,241,656</u>	<u>316,119,837</u>
Deferred Outflows of Resources	<u>13,009,502</u>	<u>14,256,016</u>	<u>460,782</u>	<u>533,089</u>	<u>13,470,284</u>	<u>14,789,105</u>
Liabilities						
Current Liabilities (Excluding Debt)	13,476,697	12,842,515	314,341	306,120	13,791,038	13,148,635
Noncurrent Liabilities (Excluding Debt)	156,483,698	150,789,904	4,707,632	4,607,697	161,191,330	155,397,601
Current Debt	10,892,522	9,273,964	2,448,912	3,630,788	13,341,434	12,904,752
Noncurrent Debt	60,540,670	58,366,018	12,560,750	10,185,425	73,101,420	68,551,443
Total Liabilities	<u>241,393,587</u>	<u>231,272,401</u>	<u>20,031,635</u>	<u>18,730,030</u>	<u>261,425,222</u>	<u>250,002,431</u>
Deferred Inflows of Resources	<u>5,964,521</u>	<u>829,173</u>	<u>208,979</u>	<u>31,006</u>	<u>6,173,500</u>	<u>860,179</u>
Net Position						
Net Investment in Capital Assets	126,456,654	124,900,598	28,771,812	29,101,310	155,228,466	154,001,908
Restricted	15,730,085	14,480,256	-	-	15,730,085	14,480,256
Unrestricted	(101,397,508)	(94,205,656)	5,552,175	5,769,824	(95,845,333)	(88,435,832)
Total Net Position	<u>\$ 40,789,231</u>	<u>\$ 45,175,198</u>	<u>\$ 34,323,987</u>	<u>\$ 34,871,134</u>	<u>\$ 75,113,218</u>	<u>\$ 80,046,332</u>

The largest portion of the Town's net position (\$155,228,466) reflects its investment in capital assets (e.g., land, construction in progress, land improvements, leasehold improvements, buildings, machinery and equipment, vehicles, library books and infrastructure), less any related outstanding debt used to acquire those assets. These capital assets are used to provide services to citizens; consequently, these assets are not available for future spending. Although the investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the Town's net position (\$15,730,085) represents resources that are subject to external restrictions on how they may be used. The remaining balance represents a net deficit of \$95,845,333. Of this amount \$5,552,175 may be used to support business-type activities and (\$101,397,508) represents an unrestricted net deficit in governmental activities.

At the end of the current fiscal year, the Town reports positive balances in all three categories of net position for business-type activities. For governmental activities, positive balances are reported in each category except for unrestricted net position. Such resources have been consumed with the recognition of other postemployment benefit liabilities and net pension liability.

**TOWN OF NATICK, MASSACHUSETTS
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED JUNE 30, 2017**

Changes in Net Position

For the fiscal year ended June 30, 2017, the Town's total net position decreased by \$4,933,114, compared to a decrease of \$5,814,480 in the prior fiscal year. These amounts are summarized as follows:

	Governmental Activities		Business-Type Activities		Total	
	2017	2016	2017	2016	2017	2016
Revenues						
<i>Program Revenues:</i>						
Charges for Services	\$ 15,985,482	\$ 13,543,369	\$ 14,505,731	\$ 14,984,351	\$ 30,491,213	\$ 28,527,720
Operating Grants and Contributions	29,229,480	25,699,899	100,019	146,825	29,329,499	25,846,724
Capital Grants and Contributions	945,821	1,147,081	120,600	-	1,066,421	1,147,081
<i>General Revenues:</i>						
Real Estate and Personal Property Taxes	105,103,277	100,236,930	-	-	105,103,277	100,236,930
Motor Vehicle and Other Excise Taxes	5,664,748	5,440,141	-	-	5,664,748	5,440,141
Hotel/Motel Taxes	1,429,017	1,519,913	-	-	1,429,017	1,519,913
Penalties and Interest on Taxes	446,186	411,873	-	-	446,186	411,873
Payments in Lieu of Taxes	36,216	34,738	-	-	36,216	34,738
Grants and Contributions not Restricted to Specific Programs	4,839,544	4,661,417	-	-	4,839,544	4,661,417
Unrestricted Investment Income	524,228	376,852	-	-	524,228	376,852
Gain on Disposal of Assets	65,472	-	-	-	65,472	-
Total Revenues	164,269,471	153,072,213	14,726,350	15,131,176	178,995,821	168,203,389
Expenses						
General Government	8,973,826	9,088,013	-	-	8,973,826	9,088,013
Public Safety	28,280,269	27,345,359	-	-	28,280,269	27,345,359
Education	103,485,904	96,844,624	-	-	103,485,904	96,844,624
Public Works	17,757,918	15,914,168	-	-	17,757,918	15,914,168
Health and Human Services	4,129,352	3,800,501	-	-	4,129,352	3,800,501
Culture and Recreation	2,929,267	2,734,387	-	-	2,929,267	2,734,387
Library	3,082,981	3,079,548	-	-	3,082,981	3,079,548
Debt Service - Interest	1,996,212	2,306,944	-	-	1,996,212	2,306,944
Water and Sewer	-	-	12,366,287	12,088,947	12,366,287	12,088,947
Golf	-	-	926,919	815,378	926,919	815,378
Total Expenses	170,635,729	161,113,544	13,293,206	12,904,325	183,928,935	174,017,869
Change in Net Position Before Transfers	(6,366,258)	(8,041,331)	1,433,144	2,226,851	(4,933,114)	(5,814,480)
Transfers, Net	1,980,291	1,961,487	(1,980,291)	(1,961,487)	-	-
Change in Net Position	(4,385,967)	(6,079,844)	(547,147)	265,364	(4,933,114)	(5,814,480)
Net Position - Beginning of Year	45,175,198	51,255,042	34,871,134	34,605,770	80,046,332	85,860,812
Net Position - End of Year	<u>\$ 40,789,231</u>	<u>\$ 45,175,198</u>	<u>\$ 34,323,987</u>	<u>\$ 34,871,134</u>	<u>\$ 75,113,218</u>	<u>\$ 80,046,332</u>

Governmental activities decreased the Town's net position by \$4,385,967. In the prior year, governmental activities decreased the Town's net position by \$6,079,844. The key element of this change is an increase in building permit revenue of approximately \$2,000,000.

Business-type activities decreased the Town's net position by \$547,147. In the prior year, business-type activities increased the Town's net position by \$265,364. The key element of this change is a decrease in user charges of approximately \$400,000 and an increase in operating costs of approximately \$300,000.

**TOWN OF NATICK, MASSACHUSETTS
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED JUNE 30, 2017**

Fund Financial Statement Analysis

As noted earlier, the Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the governmental funds is to provide information on near-term inflows, outflows, and balances of expendable resources. Such information is useful in assessing the Town's financing requirements.

At the end of the current fiscal year, the governmental funds reported combined ending fund balances totaling \$63,905,368, an increase of approximately \$4,300,000 in comparison with the prior year. 35.3% of this total amount (\$22,546,199) represents unassigned fund balance. The remainder of fund balance includes the following constraints:

- Nonspendable (\$14,661)
- Restricted (\$22,350,909)
- Committed (\$17,050,350)
- Assigned (\$1,943,249)

The general fund is the chief operating fund of the Town. At the end of the current fiscal year, unassigned fund balance of the general fund totaled \$25,785,709 while total fund balance was \$47,728,739. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total general fund expenditures and transfers out. Unassigned fund balance represents 18% of total general fund expenditures and transfers out, while total fund balance represents 33% of that same amount.

The balance of the Town's general fund increased by \$6,159,932 during fiscal year 2017. The Town recognized an approximate \$16,745,000 budgetary surplus (excluding encumbrances and continuing appropriations), and anticipated utilizing approximately \$15,982,000 of reserves during year.

Proprietary Funds

The Town's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the water and sewer and deficit of the golf course enterprise funds at the end of the year amounted to \$5,604,592 and (\$52,417), respectively. The water and sewer enterprise fund had a decrease in net position for the year totaling \$481,682. The golf course enterprise fund had a decrease in net position for the year totaling \$65,465. Other factors concerning the finances of these two funds have already been addressed in the discussion of the Town's business-type activities.

General Fund Budgetary Highlights

The original general fund budget of \$135,683,985 was increased by \$6,628,868 (4.9%) during the year.

**TOWN OF NATICK, MASSACHUSETTS
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED JUNE 30, 2017**

The following table summarizes the increase:

Purpose of Increase/Decrease	Amount	Funding Source
Transfer to Capital Stabilization	\$ 3,925,532	Unassigned Fund Balance
Increase for Capital Articles	2,176,694	Unassigned Fund Balance
Transfer to OPEB Trust Fund	1,000,000	Unassigned Fund Balance
General Government Expenditures	(54,936)	State Aid/Tax Levy/Unassigned Fund Balance
Public Works Expenditures	133,018	State Aid/Tax Levy/Unassigned Fund Balance
Public Safety Expenditures	34,903	State Aid/Tax Levy/Unassigned Fund Balance
Reduction of Employee Benefit Expenditures	(681,684)	State Aid/Tax Levy/Unassigned Fund Balance
Transfers Out to Other Funds	3,195	State Aid/Tax Levy/Unassigned Fund Balance
Culture and Recreation Expenditures	92,177	State Aid/Tax Levy/Unassigned Fund Balance
Total Net Increase	<u>\$ 6,628,899</u>	

During the year, general fund revenues and other financing sources exceeded budgetary estimates, while expenditures and encumbrances and continuing appropriations were less than budgeted appropriations, resulting in a positive budget to actual variance of approximately \$8,170,000.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

The Town's investment in capital assets for its governmental and business type activities at the end of the fiscal year totaled \$227,778,328 (net of accumulated depreciation). This investment in capital assets includes land, construction in progress, land improvements, leasehold improvements, buildings, machinery and equipment, vehicles, library books and infrastructure. The total increase in the investment in capital assets for the current fiscal year totaled \$5,943,649 or 2.7%.

Major capital asset events that occurred during the current fiscal year include the following:

- Governmental Activity – Rail Trail Land Purchase (\$6,071,000)
- Governmental Activity – Infrastructure (\$2,659,328)
- Water and Sewer – Infrastructure (\$1,385,184,692)
- Public Safety and Public Works - Vehicles (\$1,331,716)

The following table summarizes the Town's capital assets (net of accumulated depreciation):

	Governmental Activities		Business-Type Activities		Total	
	2017	2016	2017	2016	2017	2016
Land	\$ 17,250,386	\$ 11,179,386	\$ 1,053,254	\$ 1,053,254	\$ 18,303,640	\$ 12,232,640
Construction in Progress	5,810,083	1,548,921	1,464,795	338,430	7,274,878	1,887,351
Land Improvements	3,900,413	3,834,233	1,347,596	1,347,275	5,248,009	5,181,508
Leasehold Improvements	554,413	575,334	-	-	554,413	575,334
Buildings	124,286,094	128,473,315	747,228	771,015	125,033,322	129,244,330
Machinery and Equipment	4,794,743	5,235,407	522,848	1,126,612	5,317,591	6,362,019
Vehicles	4,414,701	4,901,042	955,561	384,996	5,370,262	5,286,038
Library Books	979,104	953,175	-	-	979,104	953,175
Infrastructure	29,201,505	28,698,248	30,495,604	31,414,036	59,697,109	60,112,284
Total Capital Assets	<u>\$ 191,191,442</u>	<u>\$ 185,399,061</u>	<u>\$ 36,586,886</u>	<u>\$ 36,435,618</u>	<u>\$ 227,778,328</u>	<u>\$ 221,834,679</u>

Additional information on the Town's capital assets can be found in Note 5 on pages 47-49 of this report.

**TOWN OF NATICK, MASSACHUSETTS
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED JUNE 30, 2017**

Long-Term Debt

At the end of the current fiscal year, total bonded debt outstanding was \$83,482,854, which is backed by the full faith and credit of the Town, and is summarized as follows:

	Governmental Activities		Business-Type Activities		Total	
	2017	2016	2017	2016	2017	2016
General Obligation Bonds	\$ 68,329,551	\$ 65,951,142	\$ 11,951,847	\$ 8,824,843	\$ 80,281,398	\$ 74,775,985
MWRA Notes	-	-	504,120	674,634	504,120	674,634
MCWT Notes	143,641	163,840	2,553,695	2,821,736	2,697,336	2,985,576
Total Bond and Notes	<u>\$ 68,473,192</u>	<u>\$ 66,114,982</u>	<u>\$ 15,009,662</u>	<u>\$ 12,321,213</u>	<u>\$ 83,482,854</u>	<u>\$ 78,436,195</u>

The Town's total bonded debt increased by \$5,036,726 (6.4%) during the current fiscal year. The Town issued \$13,393,200 of new debt during the year, of which was used for building construction, infrastructure, departmental equipment and vehicles, and other projects.

The Town received an AAA rating from Standard & Poor's for its most recent issuance of long-term debt on July 27, 2017.

Additional information on the Town's long-term debt can be found in Note 9 on pages 52-55 of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS

Natick has continued its current trend of continued, sustainable economic growth. As in past years, many large private projects were permitted or completed during 2017 that add to Natick's tax base and generate well-paying jobs for residents. Over 1300 building permits were issued in 2017 with 37% for residential alterations and renovations, 8% for commercial alterations and renovations, 3% for residential new builds and 7.5% for commercial new builds.

A couple of highlights for 2017 include the on-going 500,000 square foot, now \$300+ million expansion of The MathWorks corporate offices at their Lakeside Campus on a formerly vacant commercial property, slated for completion in the second half of 2018. This will expand on MathWorks existing 700,000 square foot Apple Hill campus. The new campus will house approximately 2000 new high tech jobs when completed. The Natick Mall continues to buck national trends with numerous improvements and projects including site access improvements, enhanced landscaping and solar installation to name just a few of the improvements. The facility signed a major new tenant Wegmans Supermarkets. Wegmans which will occupy the former J.C. Penny space and is scheduled to open in the April 2018.

The Town also advanced multiple key infrastructure projects in 2017, including the design of the Route 27 corridor, which is slated to receive nearly \$14 million in federal and state construction funding through federal fiscal year 2019. This project, which is nearing design completion, will reconstruct a major north-south transportation corridor in Town. The Town has completed its \$6 million acquisition of the Cochetuate Rail Trail (CRT). The CRT is a 2.5 mile linear park connecting the heart of Natick Center and Commuter Rail station to key population and employment centers. The CRT going forward is programmed to receive nearly \$8 million in federal and state construction funding in federal fiscal year 2018.

**TOWN OF NATICK, MASSACHUSETTS
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED JUNE 30, 2017**

Natick's trend in new growth continues for 2017 with the DOR certifying \$1,506,846 in total new growth to the Town's levy limit. Residential properties accounted for 69.15% of the new growth. Other indicators also reflected Natick's strong economic performance, free cash was certified at \$12,088,395 (8.18% of the budget) and uncollected real estate taxes at 0.88% of the net tax levy remains well below DOR's warning level of 5%.

The FY 2017 budget process was once again a challenged. Paced by 7.36% increase in the School Department budget, fueled by substantial recent student enrollment growth, and an 8% increase in pension costs, Town administration relied upon continued savings from its healthcare cost initiatives, cost saving measures and the use of free cash to present a balanced budget.

At the 2017 Spring Town meeting, the Town took on significant capital projects, appropriating funds for the design of a new West Natick Fire Station and the design and development of the Cochituate Rail Trail which, as noted above, was purchased earlier in the year.

While management is optimistic about the economic growth for Natick in the upcoming years, future forecasts indicate that demand for services may begin to outweigh the ability to pay for all services. Further service level improvements to meet the ever changing needs of the residents will be difficult as the Town faces growing financial challenges. Increasing school enrollment, rocketing healthcare costs for both employees and retirees, pension costs, OPEB liabilities are just a few of the issues that will face the Town in the very near future.

There will also be an ongoing need to rebuild reserves while also meeting the responsibility to minimize the impact of the taxpayer. The structural imbalance in the past couple of budgets will continue to occur, forcing the town to rely on one time funding and budget cuts to balance its budget. In order to address this issue, long range forecasting must be utilized in all budget processes.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Town's finances for all those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Finance Director, Town Hall, 13 East Central Street, Natick, Massachusetts 01760.

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TOWN OF NATICK, MASSACHUSETTS
STATEMENT OF NET POSITION
JUNE 30, 2017

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Total	Morse Institute
ASSETS				
Current Assets:				
Cash and Cash Equivalents	\$ 45,781,903	\$ 4,008,777	\$ 49,790,680	\$ 395,396
Restricted Cash and Cash Equivalents	20,431,368	7,194,588	27,625,956	-
Investments	8,178,628	1,108,467	9,287,095	2,033,863
Restricted Investments	3,853,984	-	3,853,984	-
Receivables, Net of Allowance for Uncollectible Amounts:				
Real Estate and Personal Property Taxes	1,247,756	-	1,247,756	-
Tax, Trash, and Utility Liens	2,084,786	187,532	2,272,318	-
Motor Vehicle and Other Excise Taxes	492,597	-	492,597	-
User Charges	-	3,772,036	3,772,036	-
Special Assessments	10,844	126,060	136,904	-
Departmental and Other	354,701	-	354,701	-
Intergovernmental	1,036,659	-	1,036,659	-
Due from Fiduciary Funds	11,924	-	11,924	-
Inventory	-	7,675	7,675	-
Total Current Assets	83,485,150	16,405,135	99,890,285	2,429,259
Noncurrent Assets:				
Receivables, Net of Allowance for Uncollectible Amounts:				
Real Estate Tax Deferrals	393,721	-	393,721	-
Special Assessments	67,524	1,054,746	1,122,270	-
Intergovernmental	-	57,052	57,052	-
Capital Assets not being Depreciated	23,060,469	2,518,049	25,578,518	-
Capital Assets, Net of Accumulated Depreciation	168,130,973	34,068,837	202,199,810	-
Total Noncurrent Assets	191,652,687	37,698,684	229,351,371	-
Total Assets	275,137,837	54,103,819	329,241,656	2,429,259
DEFERRED OUTFLOWS OF RESOURCES				
Pension Related	13,009,502	460,782	13,470,284	-
LIABILITIES				
Current Liabilities:				
Warrants Payable	3,595,688	127,436	3,723,124	-
Accrued Payroll	7,948,616	70,090	8,018,706	-
Tax Refunds Payable	672,107	-	672,107	-
Other Liabilities	584,599	-	584,599	-
Accrued Interest	220,263	116,815	337,078	-
Capital Lease Obligations	64,128	-	64,128	-
Workers' Compensation Claims	104,403	-	104,403	-
Landfill Post-Closure	34,043	-	34,043	-
Compensated Absences	252,850	-	252,850	-
BAN Payable	2,960,000	-	2,960,000	-
Bonds and Notes Payable	7,932,522	2,448,912	10,381,434	-
Total Current Liabilities	24,369,219	2,763,253	27,132,472	-
Noncurrent Liabilities:				
Capital Lease Obligations	343,457	-	343,457	-
Workers' Compensation Claims	104,403	-	104,403	-
Landfill Post-Closure	306,387	-	306,387	-
Compensated Absences	2,275,648	-	2,275,648	-
Net Pension Liability	82,320,898	2,915,715	85,236,613	-
Net OPEB Obligation	71,132,905	1,791,917	72,924,822	-
Bonds and Notes Payable	60,540,670	12,560,750	73,101,420	-
Total Noncurrent Liabilities	217,024,368	17,268,382	234,292,750	-
Total Liabilities	241,393,587	20,031,635	261,425,222	-
DEFERRED OUTFLOWS OF RESOURCES				
Taxes Collected in Advance	64,316	-	64,316	-
Pension Related	5,900,205	208,979	6,109,184	-
Total Deferred Outflow s of Resources	5,964,521	208,979	6,173,500	-
NET POSITION				
Net Investment in Capital Assets	126,456,654	28,771,812	155,228,466	-
Restricted for:				
Other Post Employment Benefits	2,164,055	-	2,164,055	-
Conservation Commission	124,219	-	124,219	-
Infrastructure	1,807,611	-	1,807,611	-
Special Education	1,210,899	-	1,210,899	-
Debt Service	1,636,811	-	1,636,811	-
Permanent Funds:				
Expendable	242,987	-	242,987	-
Nonexpendable	14,661	-	14,661	1,068,973
Other Specific Purposes	8,528,842	-	8,528,842	-
Unrestricted	(101,397,508)	5,552,175	(95,845,333)	1,360,286
Total Net Position	\$ 40,789,231	\$ 34,323,987	\$ 75,113,218	\$ 2,429,259

See accompanying Notes to Financial Statements.

**TOWN OF NATICK, MASSACHUSETTS
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2017**

Functions/Programs	Expenses	Program Revenues			Net (Expense)/ Revenue
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Primary Government:					
Governmental Activities:					
General Government	\$ 8,973,826	\$ 1,482,371	\$ 899,567	\$ 67,775	\$ (6,524,113)
Public Safety	28,280,269	5,820,281	257,112	-	(22,202,876)
Education	103,485,904	5,591,879	27,349,394	-	(70,544,631)
Public Works	17,757,918	1,543,757	52,044	878,046	(15,284,071)
Health and Human Services	4,129,352	314,584	485,274	-	(3,329,494)
Culture and Recreation	2,929,267	1,188,554	177,129	-	(1,563,584)
Library	3,082,981	44,056	5,780	-	(3,033,145)
Debt Service-Interest	1,996,212	-	3,180	-	(1,993,032)
Total Governmental Activities	<u>170,635,729</u>	<u>15,985,482</u>	<u>29,229,480</u>	<u>945,821</u>	<u>(124,474,946)</u>
Business-Type Activities:					
Water and Sewer	12,366,287	13,882,457	99,698	120,600	1,736,468
Golf	926,919	623,274	321	-	(303,324)
Total Business-Type Activities	<u>13,293,206</u>	<u>14,505,731</u>	<u>100,019</u>	<u>120,600</u>	<u>1,433,144</u>
Total Primary Governments	<u>\$ 183,928,935</u>	<u>\$ 30,491,213</u>	<u>\$ 29,329,499</u>	<u>\$ 1,066,421</u>	<u>\$ (123,041,802)</u>
Component Units:					
Morse Institute	<u>\$ 242,103</u>	<u>\$ 8,878</u>	<u>\$ 311,328</u>	<u>\$ -</u>	<u>\$ 78,103</u>

See accompanying Notes to Financial Statements.

**TOWN OF NATICK, MASSACHUSETTS
STATEMENT OF ACTIVITIES (CONTINUED)
YEAR ENDED JUNE 30, 2017**

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Total	
CHANGES IN NET POSITION				
Net (Expense) Revenue (From Previous Page)	<u>\$ (124,474,946)</u>	<u>\$ 1,433,144</u>	<u>\$ (123,041,802)</u>	<u>\$ 78,103</u>
General Revenues:				
Real Estate and Personal Property Taxes	105,103,277	-	105,103,277	-
Motor Vehicle and Other Excise Taxes	5,664,748	-	5,664,748	-
Hotel/Motel Taxes	1,429,017	-	1,429,017	-
Penalties and Interest on Taxes	446,186	-	446,186	-
Payments in Lieu of Taxes	36,216	-	36,216	-
Grants and Contributions Not Restricted to Specific Programs	4,839,544	-	4,839,544	-
Unrestricted Investment Income	524,228	-	524,228	-
Gain on Disposal of Assets	65,472	-	65,472	-
Transfers, Net	<u>1,980,291</u>	<u>(1,980,291)</u>	<u>-</u>	<u>-</u>
Total General Revenues and Transfers	<u>120,088,979</u>	<u>(1,980,291)</u>	<u>118,108,688</u>	<u>-</u>
CHANGE IN NET POSITION	<u>(4,385,967)</u>	<u>(547,147)</u>	<u>(4,933,114)</u>	<u>78,103</u>
Net Position - Beginning of Year	<u>45,175,198</u>	<u>34,871,134</u>	<u>80,046,332</u>	<u>2,351,156</u>
NET POSITION - END OF YEAR	<u><u>\$ 40,789,231</u></u>	<u><u>\$ 34,323,987</u></u>	<u><u>\$ 75,113,218</u></u>	<u><u>\$ 2,429,259</u></u>

See accompanying Notes to Financial Statements.

**TOWN OF NATICK, MASSACHUSETTS
GOVERNMENTAL FUNDS
BALANCE SHEET
JUNE 30, 2017**

ASSETS	General	Saxonville Land Acquisition	Nonmajor Governmental Funds	Total Governmental Funds
Cash and Cash Equivalents	\$ 45,781,903	\$ -	\$ -	\$ 45,781,903
Investments	8,178,628	-	-	8,178,628
Receivables, Net of Allowance for Uncollectible Amounts:				
Real Estate and Personal Property Taxes	1,247,756	-	-	1,247,756
Real Estate Tax Deferrals	393,721	-	-	393,721
Tax and Trash Liens	2,084,786	-	-	2,084,786
Motor Vehicle and Other Excise Taxes	492,597	-	-	492,597
Special Assessments	15,598	-	62,770	78,368
Departmental and Other	354,701	-	-	354,701
Intergovernmental	177,703	-	858,956	1,036,659
Due from Fiduciary Funds	11,924	-	-	11,924
Restricted Assets:				
Cash and Cash Equivalents	791,958	700	19,638,710	20,431,368
Investments	2,157,473	-	1,696,511	3,853,984
Total Assets	<u>\$ 61,688,748</u>	<u>\$ 700</u>	<u>\$ 22,256,947</u>	<u>\$ 83,946,395</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
LIABILITIES				
Warrants Payable	\$ 1,164,893	\$ -	\$ 2,430,795	\$ 3,595,688
Accrued Payroll	7,321,163	-	627,453	7,948,616
Tax Refunds Payable	672,107	-	-	672,107
Other Liabilities	584,599	-	-	584,599
Short-Term Notes Payable	-	2,960,000	-	2,960,000
Total Liabilities	<u>9,742,762</u>	<u>2,960,000</u>	<u>3,058,248</u>	<u>15,761,010</u>
DEFERRED INFLOWS OF RESOURCES				
Taxes Collected in Advance	64,316	-	-	64,316
Unavailable Revenue	4,152,931	-	62,770	4,215,701
Total Deferred Inflows of Resources	<u>4,217,247</u>	<u>-</u>	<u>62,770</u>	<u>4,280,017</u>
FUND BALANCES				
Nonspendable	-	-	14,661	14,661
Restricted	2,949,431	-	19,401,478	22,350,909
Committed	17,050,350	-	-	17,050,350
Assigned	1,943,249	-	-	1,943,249
Unassigned	25,785,709	(2,959,300)	(280,210)	22,546,199
Total Fund Balances	<u>47,728,739</u>	<u>(2,959,300)</u>	<u>19,135,929</u>	<u>63,905,368</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 61,688,748</u>	<u>\$ 700</u>	<u>\$ 22,256,947</u>	<u>\$ 83,946,395</u>

See accompanying Notes to Financial Statements.

**TOWN OF NATICK, MASSACHUSETTS
GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
YEAR ENDED JUNE 30, 2017**

	General	Saxonville Land Acquisition	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES				
Real Estate and Personal Property Taxes	\$ 104,641,176	\$ -	\$ -	\$ 104,641,176
Motor Vehicle and Other Excise Taxes	5,580,342	-	-	5,580,342
Hotel/Motel Tax	1,429,017	-	-	1,429,017
Tax and Trash Liens	513,148	-	-	513,148
Payments in Lieu of Taxes	36,216	-	-	36,216
Trash Disposal	987,074	-	-	987,074
Intergovernmental	26,556,328	-	7,159,265	33,715,593
Special Assessments	6,706	-	11,519	18,225
Penalties and Interest on Taxes	446,186	-	-	446,186
Licenses and Permits	4,590,192	-	-	4,590,192
Fines and Forfeitures	174,637	-	-	174,637
Departmental and Other	2,122,500	-	8,519,852	10,642,352
Contributions	-	11,700	426,581	438,281
Investment Income	651,035	-	5,168	656,203
Other	201,117	-	12,000	213,117
Total Revenues	147,935,674	11,700	16,134,385	164,081,759
EXPENDITURES				
Current:				
General Government	6,483,786	6,071,000	1,465,204	14,019,990
Public Safety	15,637,401	-	466,637	16,104,038
Education	71,871,266	-	13,109,710	84,980,976
Public Works	11,472,678	-	4,900,708	16,373,386
Health and Human Services	1,838,880	-	342,904	2,181,784
Culture and Recreation	409,871	-	1,458,455	1,868,326
Library	2,327,829	-	44,513	2,372,342
Pension Benefits	8,215,785	-	-	8,215,785
Employee Benefits	14,173,583	-	-	14,173,583
Property and Liability Insurance	589,904	-	-	589,904
State and County Charges	1,351,730	-	-	1,351,730
Debt Service:				
Principal	7,625,569	-	-	7,625,569
Interest	2,130,397	-	-	2,130,397
Total Expenditures	144,128,679	6,071,000	21,788,131	171,987,810
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	3,806,995	(6,059,300)	(5,653,746)	(7,906,051)
OTHER FINANCING SOURCES (USES)				
Proceeds of Bonds and Notes	-	-	9,074,300	9,074,300
Premium from Issuance of Bonds and Notes	-	-	1,059,358	1,059,358
Sale of Capital Assets	70,284	-	-	70,284
Transfers In	3,487,848	600,000	325,363	4,413,211
Transfers Out	(1,205,195)	-	(1,227,725)	(2,432,920)
Total Other Financing Sources (Uses)	2,352,937	600,000	9,231,296	12,184,233
NET CHANGE IN FUND BALANCES	6,159,932	(5,459,300)	3,577,550	4,278,182
Fund Balances - Beginning of Year	41,568,807	2,500,000	15,558,379	59,627,186
FUND BALANCES - END OF YEAR	\$ 47,728,739	\$ (2,959,300)	\$ 19,135,929	\$ 63,905,368

See accompanying Notes to Financial Statements.

**TOWN OF NATICK, MASSACHUSETTS
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TOTAL FUND BALANCES TO THE STATEMENT OF NET POSITION
JUNE 30, 2017**

Total Governmental Fund Balances (Page 17)	\$ 63,905,368
Capital assets (net of accumulated depreciation) used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds	191,191,442
Other assets are not available to pay for current period expenditures and, therefore, are reported as deferred inflows of resources in the governmental funds	4,215,701
In the statement of net position, interest is accrued on outstanding long-term debt, whereas in the governmental funds interest is not reported until due	(220,263)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds	
Bonds and Notes Payable, Net	(68,473,192)
Capital Lease Obligations	(407,585)
Workers' Compensation Claims	(208,806)
Landfill Post-Closure	(340,430)
Compensated Absences	(2,528,498)
Net Pension Liability	(82,320,898)
Net OPEB Obligation	(71,132,905)
In the statement of net position, deferred outflows and inflows of resources are reported for amounts related to pensions. This amount represents the net deferrals.	7,109,297
Net Position of Governmental Activities (Page 14)	<u><u>\$ 40,789,231</u></u>

TOWN OF NATICK, MASSACHUSETTS
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2017

Net Change in Fund Balances - Total Governmental Funds (Page 18) \$ 4,278,182

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. These amounts represent the related activity of the current period.

Capital Outlays	14,475,009
Depreciation	(8,677,816)

In the statement of activities, the loss on the disposals of capital assets is reported, whereas in the governmental funds the disposals are not reported as financial uses. As a result, the change in net position differs from the change in fund balance by the net book value of the capital assets disposed. (4,812)

Revenues in the statement of activities that do not provide current financial resources are reported as deferred inflows of resources in the governmental funds. Therefore, the recognition of revenue for various types of accounts receivable (i.e., real estate and personal property, motor vehicle excise, etc.) differ between the two statements. This amount represents the net change in deferred inflows of resources. (38,030)

The issuance of long-term debt (e.g., bonds and leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the financial resources of governmental funds. Neither transaction, however, has any impact on net position. Also, governmental funds report the effect of material premiums and discounts when debt is first issued, whereas these amounts are amortized in the statement of activities. These amounts represent the related activity of the current period.

Proceeds of Bonds	(9,074,300)
Premium from Issuance of Bonds	(1,059,358)
Bond Maturities	7,625,569
Net Amortization of Bond Premiums	149,879
Capital Lease Maturities	62,686

In the statement of activities, interest is accrued on outstanding long-term debt, whereas in the governmental funds interest is not reported until due. This amount represents the net change in accrued interest payable. (15,693)

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported in the governmental funds. These amounts represent the net changes:

Workers' Compensation	(35,602)
Landfill Post-Closure	34,043
Compensated Absences	(140,138)
Net Pension Liability	2,629,768
Net OPEB Obligation	(8,277,808)

In the statement of activities, deferred outflows and inflows of resources related to pensions are amortized and recognized as pension expense. This amount represents the net change in deferred outflows and inflows related to pensions. (6,317,546)

Changes in Net Position of Governmental Activities (Page 16)	<u>\$ (4,385,967)</u>
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**TOWN OF NATICK, MASSACHUSETTS
PROPRIETARY FUNDS
STATEMENT OF FUND NET POSITION
JUNE 30, 2017**

	Business-Type Activities - Enterprise Funds		
	Water and Sewer	Nonmajor Golf	Total
ASSETS			
Current Assets:			
Cash and Cash Equivalents	\$ 3,610,459	\$ 398,318	\$ 4,008,777
Restricted Cash and Cash Equivalents	7,182,516	12,072	7,194,588
Investments	1,108,467	-	1,108,467
Receivables, Net of Allowance for Uncollectible Amounts:			
User Charges	3,772,036	-	3,772,036
Utility Liens	187,532	-	187,532
Special Assessments	126,060	-	126,060
Inventory	-	7,675	7,675
Total Current Assets	<u>15,987,070</u>	<u>418,065</u>	<u>16,405,135</u>
Noncurrent Assets:			
Receivables, Net of Allowance for Uncollectible Amounts:			
Special Assessments	1,054,746	-	1,054,746
Intergovernmental	57,052	-	57,052
Capital Assets not being Depreciated	1,844,050	673,999	2,518,049
Capital Assets, Net of Accumulated Depreciation	<u>32,541,585</u>	<u>1,527,252</u>	<u>34,068,837</u>
Total Noncurrent Assets	<u>35,497,433</u>	<u>2,201,251</u>	<u>37,698,684</u>
Total Assets	<u>51,484,503</u>	<u>2,619,316</u>	<u>54,103,819</u>
DEFERRED OUTFLOWS OF RESOURCES			
Pension Related	<u>434,709</u>	<u>26,073</u>	<u>460,782</u>
LIABILITIES			
Current Liabilities:			
Warrants Payable	14,054	113,382	127,436
Accrued Payroll	57,017	13,073	70,090
Accrued Interest	109,187	7,628	116,815
Long-Term Bonds and Notes Payable	<u>2,232,387</u>	<u>216,525</u>	<u>2,448,912</u>
Total Current Liabilities	<u>2,412,645</u>	<u>350,608</u>	<u>2,763,253</u>
Noncurrent Liabilities:			
Net Pension Liability	2,750,729	164,986	2,915,715
Net OPEB Obligation	1,618,328	173,589	1,791,917
Long-Term Bonds and Notes Payable	<u>11,883,133</u>	<u>677,617</u>	<u>12,560,750</u>
Total Noncurrent Liabilities	<u>16,252,190</u>	<u>1,016,192</u>	<u>17,268,382</u>
Total Liabilities	<u>18,664,835</u>	<u>1,366,800</u>	<u>20,031,635</u>
DEFERRED INFLOWS OF RESOURCES			
Pension Related	<u>197,154</u>	<u>11,825</u>	<u>208,979</u>
FUND NET POSITION			
Net Investment in Capital Assets	27,452,631	1,319,181	28,771,812
Unrestricted	<u>5,604,592</u>	<u>(52,417)</u>	<u>5,552,175</u>
Total Net Position	<u>\$ 33,057,223</u>	<u>\$ 1,266,764</u>	<u>\$ 34,323,987</u>

See accompanying Notes to Financial Statements.

TOWN OF NATICK, MASSACHUSETTS
PROPRIETARY FUNDS
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
YEAR ENDED JUNE 30, 2017

	Business-Type Activities - Enterprise Funds		
	Water and Sewer	Nonmajor Golf	Total
OPERATING REVENUES			
Charges for Services	\$ 13,882,457	\$ 623,274	\$ 14,505,731
OPERATING EXPENSES			
Cost of Service and Administration	4,277,121	731,123	5,008,244
MWRA Assessment	5,756,705	-	5,756,705
Repairs and Maintenance	467,896	24,664	492,560
Depreciation	1,508,516	121,266	1,629,782
Total Operating Expenses	12,010,238	877,053	12,887,291
OPERATING INCOME (LOSS)	1,872,219	(253,779)	1,618,440
NONOPERATING REVENUES (EXPENSES)			
Intergovernmental (Debt Subsidy)	61,846	-	61,846
Investment Income	37,852	321	38,173
Interest Expense	(354,156)	(38,262)	(392,418)
Loss on Disposal of Capital Assets	(1,893)	(11,604)	(13,497)
Total Nonoperating Revenues (Expenses), Net	(256,351)	(49,545)	(305,896)
INCOME (LOSS) BEFORE TRANSFERS AND CAPITAL CONTRIBUTIONS	1,615,868	(303,324)	1,312,544
Capital Contributions	120,600	-	120,600
Transfers In	-	279,832	279,832
Transfers Out	(2,218,150)	(41,973)	(2,260,123)
Total Transfers, Net	(2,097,550)	237,859	(1,859,691)
CHANGE IN FUND NET POSITION	(481,682)	(65,465)	(547,147)
Fund Net Position - Beginning of Year	33,538,905	1,332,229	34,871,134
FUND NET POSITION - END OF YEAR	\$ 33,057,223	\$ 1,266,764	\$ 34,323,987

See accompanying Notes to Financial Statements.

**TOWN OF NATICK, MASSACHUSETTS
PROPRIETARY FUNDS
STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2017**

	Business-Type Activities - Enterprise Funds		
	Water and Sewer	Nonmajor Golf	Total
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from Customers and Users	\$ 14,014,852	\$ 623,274	\$ 14,638,126
Payments to Vendors	(7,508,187)	(352,390)	(7,860,577)
Payments to Employees	(2,751,431)	(296,355)	(3,047,786)
Net Cash Provided (Used) by Operating Activities	3,755,234	(25,471)	3,729,763
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Transfers In	-	279,832	279,832
Transfers Out	(2,218,150)	(41,973)	(2,260,123)
Net Cash Provided (Used) by Noncapital Financing Activities	(2,218,150)	237,859	(1,980,291)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Proceeds from the Issuance of Bonds and Notes	4,228,400	90,500	4,318,900
Premium from the Issuance of Bonds and Notes	512,642	10,275	522,917
Capital Contributions	120,600	-	120,600
Acquisition and Construction of Capital Assets	(1,680,197)	(114,350)	(1,794,547)
Principal Payments on Bonds and Notes	(3,328,909)	(217,630)	(3,546,539)
Interest Paid	(383,646)	(39,982)	(423,628)
Net Cash Used by Capital and Related Financing Activities	(531,110)	(271,187)	(802,297)
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchases/Sales of Investments, Net	50,248	-	50,248
Investment Income	37,852	321	38,173
Net Cash Provided by Investing Activities	88,100	321	88,421
NET CHANGE IN CASH AND CASH EQUIVALENTS	1,094,074	(58,478)	1,035,596
Cash and Cash Equivalents - Beginning of Year (Includes \$6,486,514 and \$12,072 Reported as Restricted in the Water and Sewer and Nonmajor Enterprise Funds, Respectively)	9,698,901	468,868	10,167,769
CASH AND CASH EQUIVALENTS AT END OF YEAR (Includes \$7,182,516 and \$12,072 Reported as Restricted in the Water and Sewer and NonMajor Enterprise Funds, Respectively)	<u>\$ 10,792,975</u>	<u>\$ 410,390</u>	<u>\$ 11,203,365</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH FROM OPERATING ACTIVITIES			
Operating Income (Loss)	\$ 1,872,219	\$ (253,779)	\$ 1,618,440
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by Operating Activities:			
Changes in Assets and Liabilities not Requiring Current Cash Flows:			
Depreciation	1,508,516	121,266	1,629,782
Net Pension Liability	(112,734)	102,087	(10,647)
Net OPEB Obligation	352,809	16,307	369,116
Effect of Changes in Operating Assets and Liabilities:			
User Charges	18,171	-	18,171
Utility Liens	(9,287)	-	(9,287)
Special Assessments	123,511	-	123,511
Inventory	-	(517)	(517)
Warrants Payable	3,648	(14,810)	(11,162)
Accrued Payroll	7,552	3,975	11,527
Compensated Absences	(9,171)	-	(9,171)
Total Adjustments	1,883,015	228,308	2,111,323
Net Cash Provided by Operating Activities	<u>\$ 3,755,234</u>	<u>\$ (25,471)</u>	<u>\$ 3,729,763</u>
NONCASH INVESTING, CAPITAL, AND FINANCING ACTIVITIES			
Intergovernmental Debt Subsidies (MCWT)	<u>\$ 61,846</u>	<u>\$ -</u>	<u>\$ 61,846</u>

See accompanying Notes to Financial Statements.

**TOWN OF NATICK, MASSACHUSETTS
FIDUCIARY FUNDS
STATEMENT OF FIDUCIARY NET POSITION
JUNE 30, 2017**

ASSETS	Pension Trust Fund (as of December 31, 2016)	Private Purpose Trust Funds	Agency Funds
Cash and Cash Equivalents	\$ 9,819,716	\$ -	\$ 954,769
Investments:			
Equity Mutual Funds	72,033,046	71,683	-
Fixed Income Mutual Funds	28,256,741	-	-
Real Estate Funds	394,566	-	-
Private Equity Fund	796,389	-	-
Fixed Income Securities	-	193,998	-
External Investment Pool (PRIT)	20,291,221	-	-
Receivables, Net of Allowance for Uncollectible Amounts:			
Departmental and Other	-	-	248,250
Employer	4,242,295	-	-
Plan Member	37,581	-	-
Intergovernmental and Transfers	348,348	-	-
Total Assets	<u>136,219,903</u>	<u>265,681</u>	<u>\$ 1,203,019</u>
LIABILITIES			
Warrants Payable	556,585	-	\$ 162,483
Accrued Payroll	-	-	50,800
Liabilities Due Depositors	-	-	989,736
Payable for Securities Purchased	7,941,515	-	-
Due to Primary Government	-	11,924	-
Total Liabilities	<u>8,498,100</u>	<u>11,924</u>	<u>\$ 1,203,019</u>
NET POSITION			
Restricted for Pension Benefits and Other Purposes	<u>\$ 127,721,803</u>	<u>\$ 253,757</u>	

See accompanying Notes to Financial Statements.

**TOWN OF NATICK, MASSACHUSETTS
FIDUCIARY FUNDS
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
YEAR ENDED JUNE 30, 2017**

	Pension Trust Fund (Year Ended December 31, 2016)	Private Purpose Trust Funds
ADDITIONS		
Contributions:		
Employer	\$ 8,613,159	\$ -
Plan Members	3,398,502	-
Private Donations	-	15,000
Total Contributions	<u>12,011,661</u>	<u>15,000</u>
Net Investment Income:		
Net Appreciation in Fair Value of Investments	7,211,145	-
Interest	<u>3,737,541</u>	<u>1,260</u>
Total Investment Income	10,948,686	1,260
Less: Investment Expense	<u>(788,596)</u>	<u>-</u>
Net Investment Income	<u>10,160,090</u>	<u>1,260</u>
Intergovernmental	<u>168,464</u>	<u>-</u>
Total Additions	<u>22,340,215</u>	<u>16,260</u>
DEDUCTIONS		
Administration	238,498	-
Retirement Benefits, Including Reimbursements and Refunds	10,959,421	-
Other	<u>-</u>	<u>5,000</u>
Total Deductions	<u>11,197,919</u>	<u>5,000</u>
CHANGE IN NET POSITION	11,142,296	11,260
Net Position - Beginning of Year	<u>116,579,507</u>	<u>242,497</u>
NET POSITION - END OF YEAR	<u><u>\$ 127,721,803</u></u>	<u><u>\$ 253,757</u></u>

See accompanying Notes to Financial Statements.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. General

The basic financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP). The Governmental Accounting Standards Board (GASB) is the standard-setting body for establishing governmental accounting and financial reporting principles. The significant accounting policies are described herein.

B. Reporting Entity

The Town of Natick, Massachusetts (Town) is a municipal corporation that is governed by an elected Board of Selectmen.

For financial reporting purposes, the basic financial statements include all funds, organizations, agencies, boards, commissions, and institutions that are not legally separate from the Town.

The Town has also considered all potential component units for which it is financially accountable as well as other organizations for which the nature and/or significance of their relationship with the Town are such that exclusion would cause the Town's basic financial statements to be misleading or incomplete.

Fiduciary Fund Component Unit

The Town has included the Natick Contributory Retirement System (System) as a component unit (fiduciary fund) in the reporting entity because of the significance of its operational and financial relationship with the Town. Fiduciary fund component units are entities that are legally separate from the Town, but are so related that they are, in substance, the same as the Town or entities providing services entirely or almost entirely for the benefit of the Town.

The System was established to provide retirement benefits to Town employees, the Natick Housing Authority employees, and their beneficiaries. The System is governed by a five-member board comprised of the Town Comptroller (ex-officio), two members elected by the System's participants, one member appointed by the Town's Board of Selectmen, and one member appointed by the System's four other Board members. The System is presented using the accrual basis of accounting and is reported as a pension trust fund in the fiduciary funds' financial statements.

The System does not issue a separate audited financial statement. The System issues a publicly available unaudited financial report in accordance with guidelines established by the Commonwealth of Massachusetts' (Commonwealth) Public Employee Retirement Administration Commission (PERAC).

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Reporting Entity (Continued)

Discretely Presented Component Unit

Discretely presented component units are entities that are legally separate from the Town, but are financially accountable to the Town, or whose relationships with the Town are such that exclusion would cause the Town's financial statements to be misleading or incomplete. The Town has included the Morse Institute in Natick (Institute) as a discretely presented component unit because the nature and significance of its relationship with the Town is such that exclusion would cause the Town's financial statements to be misleading.

The Institute provides support to enhance the operations of the Town's public library and is exempt from federal and state income taxes as it is established under Section 501(c)(3) of the Internal Revenue Code.

The Institute issues separately audited cash basis financial statements, which is a comprehensive basis of accounting other than GAAP. The main difference is that the effect on earnings from accounts and pledges receivable as well as accounts payable and donated services are not recognized. Complete financial statements of the Institute, audited by another auditor, can be obtained directly from the Institute by contacting the Director at 14 East Central Street, Natick, Massachusetts 01760.

Joint Venture

A joint venture is an organization (resulting from a contractual arrangement) that is owned, operated or governed by two or more participants as a separate and specific activity subject to joint control in which the participants retain an ongoing financial interest or ongoing financial responsibility. Joint control means that no single participant has the ability to unilaterally control the financial or operating policies of the joint venture.

The Town participates in one joint venture with other municipalities to pool resources and share the costs, risks and rewards of providing goods and services to venture participants directly, or for the benefit of the general public or specified recipients.

South Middlesex Regional Vocational Technical High School District

The Town is indirectly liable for the South Middlesex Regional Vocational Technical High School District (District) debt and other expenditures and is assessed annually for its share of operating and capital costs. The Town's fiscal year 2017 assessment total approximately \$1,523,000. Separate audited financial statements may be obtained by contacting the District at 750 Winter Street, Framingham, Massachusetts 01702.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Implementation of New Accounting Principles

For the year ending June 30, 2017, the Town implemented the following pronouncements issued by the GASB:

- GASB Statement No. 77, *Tax Abatement Disclosures*
- GASB Statement No. 80, *Blending Requirements for Certain Component Units – an amendment of GASB Statement No. 14*
- GASB Statement No. 82, *Pension Issues- an amendment of GASB Statements No. 67, No. 68, and No. 73*

The implementation of these GASB Statements had no reporting impact for the Town.

D. Government-Wide and Fund Financial Statements

Government-Wide Financial Statements

The government-wide financial statements (statement of net position and the statement of activities) report information on all non-fiduciary activities of the primary government and its discretely presented component units. *Governmental activities*, which are primarily supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which are primarily supported by user fees. Likewise, the primary government is reported separately from legally separate discretely presented component units for which the primary government is financially accountable.

Fund Financial Statements

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though fiduciary funds are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. Nonmajor funds are aggregated and displayed in a single column.

Fiduciary funds are reported by fund type.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Measurement Focus, Basis of Accounting and Basis of Presentation

Government-Wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded when the liabilities are incurred. Real estate and personal property taxes are recognized as revenues in the fiscal year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The statement of activities demonstrates the degree to which the direct expenses of a function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include the following:

- Charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment
- Grants and contributions that are restricted to meeting the operational requirements of a specific function or segment
- Grants and other contributions that are restricted to meeting the capital requirements of a specific function or segment

Taxes and other items not identifiable as program revenues are reported as general revenues. Except for charges between the general fund and enterprise funds, the effect of interfund activity has been eliminated from the government-wide financial statements. Elimination of these charges would distort the direct costs and program revenues reported for the functions affected.

Fund Financial Statements

Governmental funds financial statements are reported using the flow of current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., measurable and available). Measurable means the amount of the transaction can be determined and available means collectible within the current period or soon enough thereafter to pay liabilities of the current period. Expenditures are recorded when the related fund liability is incurred, except for unmatured interest on general long-term debt which is recognized when due, and certain compensated absences, claims and judgments which are recognized when the obligations are expected to be liquidated with current expendable available resources.

Real estate and personal property tax revenues are considered available if they are collected within 60-days after the end of the fiscal year. Investment income is susceptible to accrual. Other receipts and tax revenues become measurable and available when the cash is received and are recognized as revenue at that time.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Measurement Focus, Basis of Accounting and Basis of Presentation (Continued)

Entitlements and shared revenues are recorded at the time of receipt or earlier if the susceptible to accrual criteria is met. Expenditure driven grants recognize revenue when the qualifying expenditures are incurred and all other grant requirements are met.

The following major governmental funds are reported:

The *general fund* is used to account for and report all financial resources not accounted for and reported in another fund.

The *saxonville land acquisition* fund is used to account for and report purchase of property known as the saxonville land.

The nonmajor governmental funds consist of special revenue, capital projects, debt service, and permanent funds that are aggregated and presented in the *nonmajor governmental funds* column on the governmental funds financial statements. The following describes the general use of these fund types:

Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.

Capital projects funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Capital projects funds exclude those types of capital-related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments.

Debt service funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

Permanent funds are used to account for and report resources that are restricted to the extent that only earnings, and not principal, may be used for purposes that support the government's programs and benefit the government or its citizenry.

Proprietary funds financial statements are reported using the flow of economic resources measurement focus and use the accrual basis of accounting, whereby revenues are recorded when earned and expenses are recorded when the liabilities are incurred.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the proprietary funds principal ongoing operations. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Measurement Focus, Basis of Accounting and Basis of Presentation (Continued)

The following proprietary funds are reported:

The *water and sewer* enterprise fund is reported as a major fund and is used to account for the Town's water and sewer activities.

The *golf course* enterprise fund is reported as a nonmajor fund and is used to account for the Sassamon Trace golf course activities.

Fiduciary funds financial statements are reported using the flow of economic resources measurement focus and use the accrual basis of accounting. Fiduciary funds are used to account for assets held in a trustee capacity for others that cannot be used to support the government's programs.

The following fiduciary fund types are reported:

The *pension trust fund* is used to account for the activities of the System, which accumulates resources to provide pension benefits to eligible retirees and their beneficiaries.

The *private-purpose trust fund* is used to account for trust arrangements, other than those properly reported in the permanent fund, under which principal and investment income exclusively benefits individuals, private organizations, or other governments.

The *agency fund* is used to account for assets held in a custodial capacity and consist primarily of the police detail and school related funds. Agency funds do not present the results of operations or have a measurement focus.

F. Deposits and Investments

Government-Wide and Fund Financial Statements

Cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with an original maturity of three months or less from the date of acquisition.

Investments are carried at fair value, net asset value (NAV), or amortized cost, as further discussed in Note 3.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

G. Accounts Receivable

Government-Wide and Fund Financial Statements

The recognition of revenue related to accounts receivable reported in the government-wide and proprietary funds financial statements are reported under the accrual basis of accounting. The recognition of revenue related to receivables in the governmental funds financial statements are reported under the modified accrual basis of accounting.

Real Estate Taxes, Personal Property Taxes and Tax Liens

Real estate and personal property taxes are levied and based on values assessed on January 1st of every year. Assessed values are established by the Board of Assessor's for 100% of the estimated fair market value. Taxes are due on August 1st, November 1st, February 1st, and May 1st and are subject to penalties and interest if they are not paid by the respective due date.

Real estate tax liens are processed six months after the close of the valuation year on delinquent properties and are recorded as receivables in the fiscal year they are processed.

Motor Vehicle Excise Taxes

Motor vehicle excise taxes are assessed annually for each vehicle registered in the Town and are recorded as receivables in the fiscal year of the levy. The Commonwealth is responsible for reporting the number of vehicles registered and the fair values of those vehicles to the Town. The tax calculation is the fair value of the vehicle multiplied by \$25 per \$1,000 of value.

User Charges (Water and Sewer)

User fees are levied monthly based on individual meter readings and are subject to penalties and interest if they are not paid by the respective due date. Water and sewer liens are processed annually in December and are included as a lien on the property owner's tax bill. Water and sewer charges are recorded as receivables in the fiscal year of the commitment.

Special Assessments

Special assessments consist of sewer, sidewalk, street, RUST, and Title V betterments and are recorded as receivables in the fiscal year accrued.

Departmental and Other

Departmental and other receivables primarily consist of ambulance, police details, and trash ("Pay as you Throw" (PAYT) program) and are recorded as receivables in the fiscal year accrued.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

G. Accounts Receivable (Continued)

Intergovernmental

Various state and federal operating and capital grants are applied for and received annually. For non-expenditure driven grants, revenue is recognized as soon as all eligibility requirements imposed by the provider have been met. For expenditure driven grants, revenue is recognized when the qualifying expenditures are incurred and all other grant requirements are met.

H. Allowance for Uncollectible Amounts

The allowance for uncollectible amounts is estimated based on historical trends and specific account analysis for the following accounts receivable:

- Personal property taxes
- Motor vehicle and other excise taxes
- Departmental and other (excluding the PAYT program)

The following types of accounts receivable are secured via the lien process and are considered 100% collectible. Accordingly, an allowance for uncollectible amounts is not reported.

- Real estate taxes and tax liens
- User charges (water and sewer, including liens)
- Special assessments
- Departmental and other (PAYT program)

Intergovernmental receivables are considered 100% collectible.

I. Inventories

Government-Wide and Fund Financial Statements

Inventories of the governmental activities, governmental funds and water and sewer enterprise fund are recorded as expenditures at the time of purchase. Such inventories consist primarily of supplies and are not material in total to the respective financial statements and therefore are not reported.

Inventories of the golf course enterprise fund are stated at weighted average cost.

J. Restricted Assets

Government-Wide and Fund Financial Statements

Assets are reported as restricted when limitations on their use change the nature of the availability of the asset. Such constraints are either externally imposed by creditors, contributors, grantors, or laws of other governments, or are imposed by law through constitutional provisions or enabling legislation.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

K. Capital Assets

Government-Wide and Proprietary Funds Financial Statements

Capital assets, which consist of land, construction in progress, land improvements, buildings, machinery and equipment, vehicles, library books, and infrastructure (e.g., roads, water mains, sewer mains, and similar items), are reported in the applicable governmental or business-type activities column of the government-wide financial statements.

Capital assets are recorded at historical cost or at estimated historical cost if actual historical cost is not available. Donated capital assets are recorded at the estimated acquisition value at the date of donation.

All purchases and construction costs in excess of \$5,000 are capitalized at the date of acquisition or construction, respectively, with expected useful lives of greater than one year.

Capital assets (excluding land and construction in progress) are depreciated on a straight-line basis. The estimated useful lives of capital assets are as follows:

<u>Capital Asset Type</u>	<u>Estimated Useful Life (in years)</u>
Land Improvements	20-30
Buildings	20-40
Machinery and Equipment	5-10
Vehicles	5-15
Library Books	10
Infrastructure	10-50

The cost of normal maintenance and repairs that do not add to the value of the assets or materially extend asset lives are not capitalized and are treated as expenses when incurred. All improvements are capitalized.

Governmental Fund Financial Statements

Capital asset costs are recorded as expenditures in the acquiring fund in the fiscal year of the purchase.

L. Interfund Receivables and Payables

During the course of its operations, transactions occur between funds that may result in amounts owed between funds.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

L. Interfund Receivables and Payables (Continued)

Government-Wide Financial Statements

Transactions of a buyer/seller nature between governmental funds are eliminated from the governmental activities in the statement of net position. Any residual balances outstanding between the governmental activities and business-type activities are reported in the statement of net position as "internal balances".

Fund Financial Statements

Transactions of a buyer/seller nature between funds are not eliminated from the individual fund statements. Receivables and payables resulting from these transactions are classified as "Due from other funds" or "Due to other funds" on the balance sheet.

M. Interfund Transfers

During the course of its operations, resources are permanently reallocated between funds.

Government-Wide Financial Statements

Transfers between governmental funds are eliminated from the governmental activities in the statement of activities. Any residual balances outstanding between the governmental activities and business-type activities are reported in the statement of activities as "Transfers, Net".

Fund Financial Statements

Transfers between funds are not eliminated from the individual fund statements and are reported as transfers in and transfers out.

N. Deferred Outflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and will not be recognized as an outflow of resources (expense/expenditure) until that time.

Deferred outflows of resources related to pensions is reported in the government-wide and proprietary funds statements of net position.

O. Deferred Inflows of Resources

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and will not be recognized as an inflow of resources (revenue) until that time.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

O. Deferred Inflows of Resources (Continued)

Unavailable revenue is reported in the governmental funds balance sheet. Unavailable revenue represents billed receivables that do not meet the availability criterion in accordance with the current financial resources measurement focus and the modified accrual basis of accounting.

Deferred inflows of resources related to pensions is reported in the government-wide and proprietary funds statements of net position.

P. Net Position and Fund Balances

Government-Wide Financial Statements and Proprietary Funds Financial Statements (Net Position)

Net position represents the residual difference between assets and deferred outflows less liabilities and deferred inflows.

Net position are reported as restricted when amounts are restricted by outside parties for a specific future use. Net position has been “restricted” for the following:

“Other postemployment benefits” represents amounts restricted for retirees’ benefits (see Note 11).

“Conservation commission” represents amounts restricted for conservation projects.

“Infrastructure” represents amounts restricted for infrastructure improvements from mitigation funds.

“Special education” represents amounts restricted for special education costs from Massachusetts “circuit breaker” funds.

“Debt service” represents amounts accumulated from the Massachusetts School Building Authority (MSBA) for future payment of long-term debt service costs associated with school construction and net bond premiums associated with excluded debt. These amounts will be amortized over future fiscal years.

“Permanent funds – expendable” represents amounts held in trust for which the expenditures are restricted by various trust agreements.

“Permanent funds – nonexpendable” represents amounts held in trust for which only investment earnings may be expended.

“Other specific purposes” represents restrictions placed on assets from outside parties.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

P. Net Position and Fund Balances (Continued)

Governmental Funds Financial Statements (Fund Balances)

The following fund balance classifications describe the relative strength of the spending constraints:

Nonspendable — represents amounts that cannot be spent either because they are in nonspendable form (i.e., prepaid amounts) or because they are legally or contractually required to be maintained intact (i.e., principal of permanent fund).

Restricted — represents amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Committed — represents amounts that can be used only for specific purposes imposed by a formal action of Town Meeting, which is the highest level of decision-making authority for the Town. Committed amounts may be established, modified, or rescinded only through actions approved by Town Meeting.

Assigned — represents amounts that do not meet the criteria to be classified as restricted or committed but are intended to be used for specific purposes. Under the Town's structure, authorized assignments for non-contractual encumbrances can be made by individual department heads.

Unassigned — represents the residual fund balance for the General Fund and the negative residual fund balance of any other governmental fund that cannot be eliminated by offsetting assigned fund balance amounts.

In circumstances when an expenditure is made for a purpose for which amounts are available in multiple fund balance classifications, fund balance is depleted in the order of restricted, committed, assigned, and unassigned.

Encumbrance amounts have been assigned for specific purposes for which resources already have been allocated.

Q. Long-Term Debt

Government-Wide and Proprietary Fund Financial Statements

Long-term debt is reported as liabilities in the government-wide and proprietary funds statements of net position. Material bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Q. Long-Term Debt (Continued)

Governmental Fund Financial Statements

The face amount of governmental funds long-term debt is reported as other financing sources when the debt is issued. Bond premiums and discounts, as well as issuance costs, are recognized in the current period. Bond premiums are reported as other financing sources and bond discounts are reported as other financing uses. Issuance costs, whether or not withheld from the actual bond proceeds received, are reported as general government expenditures.

R. Investment Income

Investment income derived from major and nonmajor governmental funds is legally assigned to the general fund unless otherwise directed by Massachusetts General Law (MGL).

Investment income derived from the proprietary and fiduciary funds is retained in the respective funds.

S. Compensated Absences

Employees are granted vacation and sick leave in varying amounts based on collective bargaining agreements, state laws and executive policies.

Government-Wide and Proprietary Fund Financial Statements

Vested or accumulated vacation and sick leave are reported as liabilities and expensed as incurred.

Governmental Fund Financial Statements

Vested or accumulated vacation and sick leave, which will be liquidated with expendable available financial resources, are reported as expenditures and fund liabilities upon employee retirements and resignations.

T. Pensions

Government-Wide and Proprietary Fund Financial Statements

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of Natick Contributory Retirement System (System) and additions to/deductions from the System's fiduciary net position have been determined on the same basis as they are reported by the System. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

U. Post Retirement Benefits

Government-Wide and Fund Financial Statements

In addition to providing pension benefits and as more fully described in Note 11, the Town provides health and life insurance coverage for current and future retirees and their spouses.

V. Use of Estimates

Government-Wide and Fund Financial Statements

The preparation of basic financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows, liabilities and deferred inflows and disclosure for contingent assets and liabilities at the date of the basic financial statements and the reported amounts of the revenues and expenditures/expenses during the fiscal year. Actual results could vary from estimates that were used.

W. Total Column

Government-Wide Financial Statements

The total column presented on the government-wide financial statements represents consolidated financial information.

Fund Financial Statements

The total column presented on the fund financial statements is presented only to facilitate financial analysis. Data in this column is not the equivalent of consolidated financial information.

NOTE 2 STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

A. Budgetary Information

Municipal Law requires the adoption of a balanced budget that is approved by Town Meeting vote. The Finance Committee presents an annual budget to Town Meeting, which includes estimates of revenues and other financing sources and recommendations of expenditures and other financing uses. Town Meeting, which has full authority to amend and/or reject the budget or any line item, adopts the expenditure budget by majority vote. Increases or transfers between departments subsequent to the approval of the annual budget require Special Town Meeting approval.

The majority of appropriations are non-continuing which lapse at the end of each fiscal year. Others are continuing appropriations for which the governing body has authorized that an unspent balance from a prior fiscal year be carried forward and made available for spending in the current fiscal year.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017

NOTE 2 STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY (CONTINUED)

Generally, expenditures may not exceed the legal level of spending (salaries, expenses, and capital) authorized for an appropriation account. However, the Town is statutorily required to pay debt service and other certain amounts, regardless of whether such amounts are appropriated.

An annual budget is adopted for the general fund in conformity with the guidelines described above. The original fiscal year 2017 approved budget for the general fund authorized \$135,683,985 in appropriations and other amounts to be raised. During fiscal year 2017, supplemental appropriations totaling \$6,628,899 were authorized.

The Comptroller's office has the responsibility to ensure that budgetary control is maintained. Budgetary control is exercised through the accounting system.

B. Fund Deficits

At June 30, 2017, the following fund deficits exist:

Fund	Amount	Funding Source
CSX Saxonville Rail Trail - Art 3	\$ 2,959,300	Issuance of Long-Term Debt/Available Funds
Lilja Classrooms - Art 13C	132,393	Issuance of Long-Term Debt
Other Funds	72,960	Grant Proceeds/Available Funds
Preschool Tuition	44,298	Available Funds
Emergency Response Supplies	16,289	Available Funds
Recycling Packers - Art 14E	14,270	Issuance of Long-Term Debt
Total Deficits	<u>\$ 3,239,510</u>	

NOTE 3 DEPOSITS AND INVESTMENTS

Town (Excluding the Pension Trust Fund and Institute)

The municipal finance laws of the Commonwealth authorize the Town to invest temporarily idle cash in bank term deposits and certificates of deposits, and treasury and agency obligations of the United States government, with maturities of one year or less; U.S. treasury or agency repurchase agreements with maturities of not more than 90 days; money market accounts, and the state treasurer's investment pool – the Massachusetts Municipal Depository Trust (MMDT). The Treasurer also has expanded investment powers as it relates to certain trust funds (as defined by the Commonwealth), permanent funds, and fiduciary funds.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 3 DEPOSITS AND INVESTMENTS (CONTINUED)

The MMDT is an external investment pool that meets the criteria established under GASB 79 to report its investments at amortized cost. As such, the City reports its investments in MMDT at amortized cost which approximates the net asset value of \$1.00 per share.

A cash and investment pool is maintained that is available for use by all funds with unrestricted cash and investments. The deposits and investments of the private purpose trust funds and the pension trust fund are held separately from other Town funds.

Deposits - Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of a bank failure, the Town's deposits may not be recovered. The Town does not have a policy for custodial credit risk of deposits. As of June 30, 2017, \$17,677,397 of the Town's bank balance of \$78,101,377 was uninsured and uncollateralized. The carrying value of the Town's deposits totaled \$76,978,589 at June 30, 2017.

Investments Summary

The Town's investments at June 30, 2017 are presented below. All investments are presented by investment type, with debt securities presented by maturity.

Investment Type	Total Amount	Investment Maturities (in Years)			
		Less Than 1	1 - 5	6 - 10	More Than 10
<u>Debt Securities:</u>					
U.S. Treasuries	\$ 527,094	\$ -	\$ 527,094	\$ -	\$ -
U.S. Agencies	1,707,195	-	1,707,195	-	-
Corporate Bonds	2,295,202	499,708	1,795,494	-	-
Money Market Mutual Funds	220,813	220,813	-	-	-
Fixed Income Securities	953,978	953,978	-	-	-
Certificates of Deposit	4,771,278	1,504,073	3,267,205	-	-
External Investment Pool (MMDT)	1,172,003	1,172,003	-	-	-
Total Debt Securities	<u>11,647,563</u>	<u>\$ 4,350,575</u>	<u>\$ 7,296,988</u>	<u>\$ -</u>	<u>\$ -</u>
<u>Other Investments:</u>					
Equity Securities	1,709,056				
Equity Mutual Funds	<u>1,442,956</u>				
Total Other Investments	<u>3,152,012</u>				
Total Investments	<u>\$ 14,799,575</u>				

Investments - Interest Rate Risk of Debt Securities

Interest rate risk for debt securities is the risk that changes in interest rates of debt securities will adversely affect the fair value of an investment. The Town does not have a policy for interest rate risk of debt securities.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017

NOTE 3 DEPOSITS AND INVESTMENTS (CONTINUED)

Investments - Custodial Credit Risk

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty, the Town will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The Town does not have a policy for custodial credit risk of investments. As of June 30, 2017, the Town's investments were not exposed to custodial credit risk.

Investments - Credit Risk of Debt Securities

Credit risk for debt securities is the risk that an issuer or other counterparty to a debt security will not fulfill its obligations. The Town does not have a policy for credit risk of debt securities. As of June 30, 2017, the credit quality ratings of the Town's debt securities are as follows:

Investment Type	Total Amount	Quality Ratings *						
		AA+	AA-	A	A-	BBB+	BBB	Unrated
Corporate Bonds	\$ 2,295,202	-	\$156,135	\$575,610	\$387,277	\$ 510,161	\$ 80,704	\$ 585,315
Money Market Mutual Funds	220,813	-	-	-	-	-	-	220,813
U.S. Agencies	1,707,195	1,707,195	-	-	-	-	-	-
Fixed Income Securities	953,978	-	-	-	-	-	-	953,978
Certificates of Deposit	4,771,278	-	-	-	-	-	-	4,771,278
External Investment Pools	1,172,003	-	-	-	-	-	-	1,172,003
Total	<u>\$11,120,469</u>	<u>\$1,707,195</u>	<u>\$156,135</u>	<u>\$575,610</u>	<u>\$387,277</u>	<u>\$ 510,161</u>	<u>\$ 80,704</u>	<u>\$7,703,387</u>

*Per the rating scale of Standard and Poor's (a national credit rating organization).

Investments – Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of the Town's investment in a single issuer. The Town does not have a policy for concentration of credit risk. As of June 30, 2017, the Town's exposure to concentration of credit risk was as follows:

Issuer	Fair Value	Percentage of Total Investments
Federal Home Loan Mortgage Corp	\$ 1,456,919	9.8%

Investments – Fair Value Measurements

The Town categorizes its fair value measurements within the fair value hierarchy established by GAAP. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 3 DEPOSITS AND INVESTMENTS (CONTINUED)

The Town has the following recurring fair value measurements as of June 30, 2017:

Investment Type	Total Amount	Fair Value Measurements Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Investments by Fair Value Level:				
Equity Securities	\$ 1,709,056	\$ 1,709,056	\$ -	\$ -
Equity Mutual Funds	1,442,956	1,442,956	-	-
Money Market Mutual Funds	220,813	220,813		
U.S. Treasuries	527,094	527,094	-	-
U.S. Agencies	1,707,195	1,707,195		
Corporate Bonds	2,295,202	-	2,295,202	-
Fixed Income Securities	953,978	-	953,978	-
Certificates of Deposit	4,771,278	-	4,771,278	
Total Investments by Fair Value Level	13,627,572	<u>\$ 5,607,114</u>	<u>\$ 8,020,458</u>	<u>\$ -</u>
Investments measured at Amortized Cost:				
External Investment Pool (MMDT)	1,172,003			
Total Investments	<u>\$ 14,799,575</u>			

Investments classified in Level 1 of the fair value hierarchy are valued using quoted prices in active markets for those securities.

Investments classified in Level 2 are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

Pension Trust Fund (The System)

The System has expanded investment powers, including the ability to invest in equity securities, corporate bonds, and other specified investments.

The System participates in the Pension Reserve Investment Trust (PRIT), which meets the criteria of an external investment pool and operates in accordance with applicable state laws and regulations. The Treasurer of the Commonwealth serves as Trustee and provides regulatory oversight. PRIT is administered by the Pension Reserves Investment Management Board. The reported value of the pool is the same as the fair value of the System's position in pool shares.

Deposits - Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of a bank failure, the System's deposits may not be recovered. The System does not have a policy for custodial credit risk of deposits. As of December 31, 2016, the System was not exposed to custodial credit risk. The carrying value of the System's deposits totaled \$8,471,622 at December 31, 2016.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017

NOTE 3 DEPOSITS AND INVESTMENTS (CONTINUED)

Investments Summary

The System's investments at December 31, 2016 are presented below. All investments are presented by investment type, with debt securities presented by maturity.

<u>Investment Type</u>	<u>Total Amount</u>	<u>Investment Maturities (in Years) Less Than 1</u>
<u>Debt Securities:</u>		
Money Market Mutual Funds	\$ 1,348,094	\$ 1,348,094
Fixed Income Mutual Funds	28,256,741	28,256,741
External Investment Pool	20,291,221	20,291,221
Total Debt Securities	<u>49,896,056</u>	<u>\$ 49,896,056</u>
<u>Other Investments:</u>		
Equity Mutual Funds	72,033,048	
Real Estate Funds	394,566	
Private Equity Fund	796,389	
Total Other Investments	<u>73,224,003</u>	
Total Investments	<u>\$ 123,120,059</u>	

Investments - Interest Rate Risk of Debt Securities

Interest rate risk for debt securities is the risk that changes in interest rates of debt securities will adversely affect the fair value of an investment. The System's policy regarding interest rate risk is that the duration of the fixed income portfolio shall be maintained within a range of +/- 15% of the duration of the fixed income benchmark designated in the "Manager Specific Guidelines".

Investments - Custodial Credit Risk

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty, the System will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The System does not have a policy for custodial credit risk of investments. As of December 31, 2016, the System's investments were not exposed to custodial credit risk.

Investments - Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of the System's investment in a single issuer. The System does not have a policy for concentration of credit risk. As of December 31, 2016, the System was not exposed to concentration of credit risk.

Investments - Fair Value Measurements

The System categorizes its fair value measurements within the fair value hierarchy established by GAAP. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017

NOTE 3 DEPOSITS AND INVESTMENTS (CONTINUED)

The System has the following recurring fair value measurements as of December 31, 2016:

Investment Type	Fair Value	Fair Value Measurements Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Investments by Fair Value Level:				
Money Market Mutual Funds	\$ 1,348,094	\$ 1,348,094	\$ -	\$ -
Equity Mutual Funds	72,033,048	72,033,048	-	-
Fixed Income Mutual Funds	28,256,741	28,256,741	-	-
Total Investments by Fair Value Level	101,637,883	<u>\$ 101,637,883</u>	<u>\$ -</u>	<u>\$ -</u>
Investments measured at the NAV:				
External Investment Pool (PRIT)	20,291,221			
Real Estate Funds	394,566			
Private Equity Fund	796,389			
Total Investments measured at the NAV	21,482,176			
Total Investments	<u>\$ 123,120,059</u>			

Investments classified in Level 1 of the fair value hierarchy are valued using quoted prices in active markets for those securities.

The valuation method for investments measured at the net asset value (NAV) per share or its equivalent) is presented on the following table.

	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
External Investment Pool (PRIT) (1)	\$ 20,291,221	\$ -	Monthly	24 Hours
Real Estate Funds (2)	796,389	282,234	N/A	N/A
Private Equity Fund (3)	394,566	-	N/A	N/A
Total Investments Measured at the NAV	<u>\$ 21,482,176</u>			

- (1) The PRIT fund is an external investment pool that is not registered with the Securities and Exchange Commission, but is subject to oversight provided by the Pension Reserves Investment Management Board (the PRIM Board). The PRIM Board was created by legislation to provide general supervision of the investments and management of PRIT. The fair value of the PRIT pooled fund is based on unit value (NAV) as reported by management of the PRIT fund.
- (2) Real Estate Funds: This type includes two real estate funds that invest primarily in U.S. commercial real estate and value added opportunities. The fair values of the investments in this type have been determined using the NAV per share (or its equivalent) of the System's ownership interest in partners' capital. The investments can never be redeemed with the funds. Distributions from each of these funds will be received as the underlying investments of the funds are liquidated. It is expected that the underlying assets of the funds will be liquidated over the next one to two years.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017

NOTE 3 DEPOSITS AND INVESTMENTS (CONTINUED)

- (3) Private Equity Fund: This type includes an investment in a partnership with an investment objective to carry on business of investor funds in limited partnerships interest based primarily in North America. The fair values of the investment in this type have been determined using the NAV per share (or its equivalent) of the System's ownership interest in partners' capital. The investments can never be redeemed with the funds. Distributions from each of these funds will be received as the underlying investments of the funds are liquidated. It is expected that the underlying assets of the funds will begin liquidation in three years.

The Institute (Discretely Presented Component Unit)

Investments Summary

The Institute's investments at June 30, 2017 are presented below. All investments are presented by investment type.

Investment Type	Fair Value
Corporate Bonds	\$ 50,021
Common and Preferred Stock	1,983,842
Total Investments	<u>\$ 2,033,863</u>

NOTE 4 ACCOUNTS RECEIVABLE

At June 30, 2017, receivables for the individual major governmental funds and nonmajor governmental funds in the aggregate, including the applicable allowances for uncollectible amounts, are as follows:

	Gross Amount	Allowance for Uncollectibles	Net Amount
Receivables:			
Real Estate and Personal Property Taxes	\$ 1,392,265	\$ (144,509)	\$ 1,247,756
Real Estate Tax Deferrals	393,721	-	393,721
Tax and Trash Liens	2,084,786	-	2,084,786
Motor Vehicle and Other Excise Taxes	710,321	(217,724)	492,597
Special Assessments	78,368	-	78,368
Departmental and Other	354,701	-	354,701
Intergovernmental	1,036,659	-	1,036,659
Total	<u>\$ 6,050,821</u>	<u>\$ (362,233)</u>	<u>\$ 5,688,588</u>

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 4 ACCOUNTS RECEIVABLE (CONTINUED)

At June 30, 2017, receivables for the water and sewer enterprise fund consist of the following:

	Gross Amount	Allowance for Uncollectibles	Net Amount
Receivables:			
User Charges	\$ 3,772,036	\$ -	\$ 3,772,036
Utility Liens	187,532	-	187,532
Special Assessments	1,180,806	-	1,180,806
Intergovernmental	57,052	-	57,052
Total	<u>\$ 5,197,426</u>	<u>\$ -</u>	<u>\$ 5,197,426</u>

NOTE 5 CAPITAL ASSETS

Capital asset activity for the fiscal year ended June 30, 2017 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities:				
<u>Capital Assets Not Being Depreciated:</u>				
Land	\$ 11,179,386	\$ 6,071,000	\$ -	\$ 17,250,386
Construction in Progress	1,548,921	4,492,901	(231,739)	5,810,083
Total Capital Assets Not Being Depreciated	<u>12,728,307</u>	<u>10,563,901</u>	<u>(231,739)</u>	<u>23,060,469</u>
<u>Capital Assets Being Depreciated:</u>				
Land Improvements	6,073,115	336,811	-	6,409,926
Leasehold Improvements	627,636	-	-	627,636
Buildings	180,558,353	362,800	(6,209)	180,914,944
Machinery and Equipment	13,784,780	323,848	(190,049)	13,918,579
Vehicles	10,052,165	1,331,716	(369,952)	11,013,929
Library Books	3,455,696	215,513	-	3,671,209
Infrastructure	58,834,140	1,572,159	(158,873)	60,247,426
Total Capital Assets Being Depreciated	<u>273,385,885</u>	<u>4,142,847</u>	<u>(725,083)</u>	<u>276,803,649</u>
<u>Less Accumulated Depreciation for:</u>				
Land Improvements	(2,238,882)	(270,631)	-	(2,509,513)
Leasehold Improvements	(52,302)	(20,921)	-	(73,223)
Buildings	(52,085,038)	(4,545,209)	1,397	(56,628,850)
Machinery and Equipment	(7,794,905)	(1,518,980)	190,049	(9,123,836)
Vehicles	(5,905,591)	(1,063,589)	369,952	(6,599,228)
Library Books	(2,502,521)	(189,584)	-	(2,692,105)
Infrastructure	(30,135,892)	(1,068,902)	158,873	(31,045,921)
Total Accumulated Depreciation	<u>(100,715,131)</u>	<u>(8,677,816)</u>	<u>720,271</u>	<u>(108,672,676)</u>
Total Capital Assets Being Depreciated, Net	<u>172,670,754</u>	<u>(4,534,969)</u>	<u>(4,812)</u>	<u>168,130,973</u>
Total Governmental Activities Capital Assets, Net	<u>\$ 185,399,061</u>	<u>\$ 6,028,932</u>	<u>\$ (236,551)</u>	<u>\$ 191,191,442</u>

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 5 CAPITAL ASSETS (CONTINUED)

	Beginning Balance	Increases	Decreases	Ending Balance
Business-Type Activity- Water/Sewer Enterprise:				
<u>Capital Assets Not Being Depreciated:</u>				
Land	\$ 379,255	\$ -	\$ -	\$ 379,255
Construction in Progress	338,430	1,182,199	(55,834)	1,464,795
Total Capital Assets Not Being Depreciated	717,685	1,182,199	(55,834)	1,844,050
<u>Capital Assets Being Depreciated:</u>				
Land Improvements	189,023	-	-	189,023
Buildings and Improvements	562,150	-	-	562,150
Machinery and Equipment	1,401,335	51,686	(186,081)	1,266,940
Vehicles	1,969,461	299,161	(458,097)	1,810,525
Infrastructure	60,409,262	202,985	-	60,612,247
Total Capital Assets Being Depreciated	64,531,231	553,832	(644,178)	64,440,885
<u>Less Accumulated Depreciation for:</u>				
Land Improvements	(99,236)	(9,451)	-	(108,687)
Buildings and Improvements	(23,262)	(15,508)	-	(38,770)
Machinery and Equipment	(846,878)	(100,500)	184,188	(763,190)
Vehicles	(1,068,467)	(261,640)	458,097	(872,010)
Infrastructure	(28,995,226)	(1,121,417)	-	(30,116,643)
Total Accumulated Depreciation	(31,033,069)	(1,508,516)	642,285	(31,899,300)
Total Capital Assets Being Depreciated, Net	33,498,162	(954,684)	(1,893)	32,541,585
Total Water/Sewer Enterprise Capital Assets, Net	\$ 34,215,847	\$ 227,515	\$ (57,727)	\$ 34,385,635
	Beginning Balance	Increases	Decreases	Ending Balance
Business-Type Activity- Golf Course Enterprise:				
<u>Capital Assets Not Being Depreciated:</u>				
Land	\$ 673,999	\$ -	\$ -	\$ 673,999
<u>Capital Assets Being Depreciated:</u>				
Land Improvements	2,423,029	95,410	-	2,518,439
Buildings	276,453	-	-	276,453
Machinery and Equipment	138,513	-	(116,046)	22,467
Vehicles.....	-	18,940	-	18,940
Total Capital Assets Being Depreciated	2,837,995	114,350	(116,046)	2,836,299
<u>Less Accumulated Depreciation for:</u>				
Land Improvements	(1,165,541)	(85,638)	-	(1,251,179)
Buildings	(44,326)	(8,279)	-	(52,605)
Machinery and Equipment	(82,356)	(25,455)	104,442	(3,369)
Vehicles	-	(1,894)	-	(1,894)
Total Accumulated Depreciation	(1,292,223)	(121,266)	104,442	(1,309,047)
Total Capital Assets Being Depreciated, Net	1,545,772	(6,916)	(11,604)	1,527,252
Total Golf Course Enterprise Capital Assets, Net	\$ 2,219,771	\$ (6,916)	\$ (11,604)	\$ 2,201,251
Total Business-Type Activities Capital Assets, Net	\$ 36,435,618	\$ 220,599	\$ (69,331)	\$ 36,586,886

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 5 CAPITAL ASSETS (CONTINUED)

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental Activities:

General Government	\$ 446,174
Public Safety	847,005
Education	4,125,639
Public Works	2,423,032
Health and Human Services	265,348
Culture and Recreation	498,700
Library	71,918
Total Depreciation Expense - Governmental Activities	<u>\$ 8,677,816</u>

Business-Type Activities:

Water and Sewer	\$ 1,508,516
Golf	121,266
Total Depreciation Expense - Business-Type Activities	<u>\$ 1,629,782</u>

NOTE 6 INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS

Receivables and payables between funds at June 30, 2017 are summarized as follows:

Receivable Fund	Payable Fund	Amount
General	Private Purpose	\$ 11,924 (1)

(1) Represents cash advances

Interfund transfers for the fiscal year ended June 30, 2017 are summarized as follows:

Transfers Out:	Transfers In:				Total
	General Fund	Saxonville Land Acquisition	Nonmajor Governmental Fund	Nonmajor Golf Governmental Funds	
General Fund	\$ -	\$ 600,000	\$ 325,363	\$ 279,832	\$ 1,205,195 (1)
Nonmajor Governmental Funds	1,227,725	-	-	-	1,227,725 (2)
Water/Sewer Enterprise Fund	2,218,150	-	-	-	2,218,150 (3)
Nonmajor Golf Enterprise Fund	41,973	-	-	-	41,973 (3)
	<u>\$ 3,487,848</u>	<u>\$ 600,000</u>	<u>\$ 325,363</u>	<u>\$ 279,832</u>	<u>\$ 4,693,043</u>

(1) Represents budgeted transfers to the capital projects fund for the purchase of the Saxonville land (\$600,000), Lilja school classrooms (\$325,363), and a subsidy of operating expenses for the golf enterprise fund (\$279,832).

(2) Represent budgeted transfers to the general fund for capital improvements from Chrysler Road Mitigation (\$560,000), Modera Mitigation (\$200,000), insurance claims (\$187,194), Primrose School (\$19,687), budgeted transfer from Mathworks Mitigation (\$50,000) for the design of Saxonville rail trail, budgeted transfers from MSBA (\$123,160) and Title V Septic program (\$7,684) for debt service, and a budgeted transfer from Parking Receipts (\$80,000) for indirect costs.

(3) Represents budgeted transfer of indirect costs.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017

NOTE 7 SHORT-TERM FINANCING

Short-term debt may be authorized and issued to fund the following:

- Current operating costs prior to the collection of revenues through issuance of revenue anticipation notes (RAN) or tax anticipation notes (TAN).
- Capital project costs and other approved expenditures incurred prior to obtaining permanent financing through issuance of bond anticipation notes (BAN) or grant anticipation notes (GAN).

Short-term loans are general obligations and carry maturity dates that are limited by statute. Interest expenditures and expenses for short-term borrowings are accounted for in the governmental funds and enterprise funds, respectively.

Details related to the short-term debt activity for the fiscal year ended June 30, 2017 is as follows:

Notes Payable - Governmental Funds

Type	Description	Origination Date	Maturity Date	Interest Rate	Balance at June 30, 2016	Increases	Decreases	Balance at June 30, 2017
BAN	IT Phone System Upgrade	4/29/16	4/28/17	0.74%	750,000	-	(750,000)	-
BAN	Bucket Truck Replacement	4/29/16	4/28/17	0.74%	200,000	-	(200,000)	-
BAN	Prime Park Pump Station Repair	4/29/16	4/28/17	0.74%	150,000	-	(150,000)	-
BAN	Engineering Charles River Bridge	4/29/16	4/28/17	0.74%	125,000	-	(125,000)	-
BAN	Cole North Field	4/29/16	4/28/17	0.74%	120,000	-	(120,000)	-
BAN	M-2 Truck Replacement	4/29/16	4/28/17	0.74%	100,000	-	(100,000)	-
BAN	Cole Center Air Handler	4/29/16	4/28/17	0.74%	80,000	-	(80,000)	-
BAN	CSX Saxonville Branch Land	12/8/16	12/8/17	1.45%	-	2,960,000	-	2,960,000
	Total				<u>\$ 1,525,000</u>	<u>\$ 2,960,000</u>	<u>\$ (1,525,000)</u>	<u>\$ 2,960,000</u>

Notes Payable - Enterprise Funds

Type	Description	Origination Date	Maturity Date	Interest Rate	Balance at June 30, 2016	Increases	Decreases	Balance at June 30, 2017
BAN	Replace W-19 Vactor	4/29/16	4/28/17	0.74%	410,000	-	(410,000)	-
BAN	Sewer Station and Remodeling	4/29/16	4/28/17	0.74%	360,000	-	(360,000)	-
BAN	Pump Station Replacement	4/29/16	4/28/17	0.74%	230,000	-	(230,000)	-
BAN	VFD Install & Controls	4/29/16	4/28/17	0.74%	195,000	-	(195,000)	-
BAN	Scada Equipment	4/29/16	4/28/17	0.74%	100,000	-	(100,000)	-
BAN	Ground Water Wells	4/29/16	4/28/17	0.74%	100,000	-	(100,000)	-
BAN	Water Upgrades	4/29/16	4/28/17	0.74%	100,000	-	(100,000)	-
	Total				<u>\$ 1,495,000</u>	<u>\$ -</u>	<u>\$ (1,495,000)</u>	<u>\$ -</u>

Subsequent Events

On December 8, 2017, the Town renewed the CSX Saxonville Branch Land BAN totaling \$2,960,000. The BAN bear interest at a rate of 2.00% and matures April 27, 2018.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017

NOTE 8 LONG-TERM OBLIGATIONS

The following represents a summary of changes that occurred in long-term obligations during the fiscal year ended June 30, 2017:

	Beginning Balance	Increases	Decreases	Ending Balance	Current Portion
Governmental Activities:					
Bonds and Notes Payable	\$ 64,758,500	\$ 9,074,300	\$ (7,625,569)	\$ 66,207,231	\$ 7,756,159
Unamortized Bond Premiums	1,356,482	1,059,358	(149,879)	2,265,961	176,363
Total Bonds and Notes Payable	66,114,982	10,133,658	(7,775,448)	68,473,192	7,932,522
Capital Lease Obligations	470,271	-	(62,686)	407,585	64,128
Workers' Compensation Claims	173,204	706,652	(671,050)	208,806	104,403
Landfill Post-Closure	374,473	-	(34,043)	340,430	34,043
Net Pension Liability	84,950,666	9,254,875	(11,884,643)	82,320,898	-
Net OPEB Obligation	62,855,097	13,068,414	(4,790,606)	71,132,905	-
Compensated Absences	2,388,360	253,553	(113,415)	2,528,498	252,850
Total	<u>\$ 217,327,053</u>	<u>\$ 33,417,152</u>	<u>\$ (25,331,891)</u>	<u>\$ 225,412,314</u>	<u>\$ 8,387,946</u>
Business-Type Activities:					
Bonds and Notes Payable	\$ 12,051,709	\$ 4,318,900	\$ (2,113,384)	\$ 14,257,225	\$ 2,400,192
Unamortized Bond Premiums	269,504	522,917	(39,984)	752,437	48,720
Total Bonds and Notes Payable	12,321,213	4,841,817	(2,153,368)	15,009,662	2,448,912
Net Pension Liability	3,176,642	(94,774)	(417,956)	2,915,715	-
Net OPEB Obligation	1,422,801	489,797	(120,681)	1,791,917	-
Compensated Absences	9,171	-	(9,171)	-	-
Total	<u>\$ 16,929,827</u>	<u>\$ 5,236,840</u>	<u>\$ (2,701,176)</u>	<u>\$ 19,717,294</u>	<u>\$ 2,448,912</u>

The governmental activities long-term liabilities are generally liquidated by the general fund.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 9 LONG-TERM DEBT

Details related to the outstanding indebtedness at June 30, 2017 and the debt service requirements are as follows:

Bonds and Notes Payable – Governmental Funds

Project	Maturity Date	Interest Rate	Outstanding at June 30, 2016	Issued	Redeemed	Outstanding at June 30, 2017
Septic Title V (MCWT) T5-97-1026	08/01/19	0.00%	\$ 30,388	\$ -	\$ (7,597)	\$ 22,791
Septic Title V (MCWT) T5-97-1026-1	08/01/22	0.00%	35,952	-	(5,102)	30,850
Lilja School	05/15/17	5.30%	5,000	-	(5,000)	-
M.P.L. of 2008	02/15/18	3.38-5.00%	435,000	-	(250,000)	185,000
Septic Title V (MCWT) T5-97-1026-B	07/15/28	0.00%	97,500	-	(7,500)	90,000
M.P.L. of 2010	06/15/20	2.00-2.75%	1,330,000	-	(335,000)	995,000
M.P.L. of 2011	06/15/31	2.00-5.00%	38,675,000	-	(2,745,000)	35,930,000
M.P.L. of 2012	06/01/24	2.00-4.00%	1,960,000	-	(465,000)	1,495,000
General Obligation Current Refunding Bonds of 2012	08/01/20	1.00-4.00%	2,739,660	-	(1,517,370)	1,222,290
M.P.L. of 2013	04/15/33	2.00-4.00%	6,080,000	-	(630,000)	5,450,000
General Obligation Current Refunding Bonds of 2014	06/15/24	2.00-5.00%	4,135,000	-	(530,000)	3,605,000
M.P.L. of 2014	06/15/29	2.00-5.00%	3,370,000	-	(530,000)	2,840,000
M.P.L. of 2015	06/30/30	2.50-3.00%	2,385,000	-	(290,000)	2,095,000
M.P.L. of 2016	11/01/35	1.35 -4.00%	3,480,000	-	(308,000)	3,172,000
M.P.L. of 2017	04/15/37	3.125-5.00%	-	9,074,300	-	9,074,300
Total Governmental Funds			<u>\$64,758,500</u>	<u>\$ 9,074,300</u>	<u>\$ (7,625,569)</u>	<u>\$ 66,207,231</u>

Debt service requirements for principal and interest for governmental bonds and notes payable in future fiscal years as follows:

Fiscal Year	Principal	Interest	Total
2018	\$ 7,756,159	\$ 2,335,766	\$ 10,091,925
2019	6,652,369	2,065,937	8,718,306
2020	6,242,659	1,796,975	8,039,634
2021	5,540,602	1,599,692	7,140,294
2022	5,132,721	1,230,724	6,363,445
2023	4,817,721	1,050,325	5,868,046
2024	4,632,500	909,319	5,541,819
2025	3,852,500	783,723	4,636,223
2026	3,627,500	669,567	4,297,067
2027	3,377,500	564,479	3,941,979
2028	3,327,500	453,029	3,780,529
2029	3,327,500	347,159	3,674,659
2030	3,220,000	244,789	3,464,789
2031	3,150,000	145,359	3,295,359
2032	645,000	48,375	693,375
2033	445,000	25,856	470,856
2034	165,000	12,475	177,475
2035	165,000	7,775	172,775
2036	90,000	3,075	93,075
2037	40,000	1,250	41,250
Total	<u>\$66,207,231</u>	<u>\$14,295,647</u>	<u>\$ 80,502,878</u>

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 9 LONG-TERM DEBT (CONTINUED)

Bonds and Notes Payable – Enterprise Fund (Water and Sewer)

Project	Maturity Dates	Interest Rate	Outstanding at June 30, 2016	Issued	Redeemed	Outstanding at June 30, 2017
Water Treatment Plant	05/15/17	3.25-3.75%	\$ 15,000	\$ -	\$ (15,000)	\$ -
Water Treatment (MCWT)	08/01/24	2.00%	2,821,736	-	(268,041)	2,553,695
Water Mains - Lining	02/15/18	3.38-5.00%	600,000	-	(300,000)	300,000
M.P.L. of 2008-Departmental Equipment	02/15/17	3.38-5.00%	10,000	-	(10,000)	-
M.P.L. of 2010-Sewer	06/15/20	2.00-3.25%	120,000	-	(30,000)	90,000
M.P.L. of 2010-Departmental Equipment - Sewer	06/15/20	2.00-3.25%	100,000	-	(25,000)	75,000
M.P.L. of 2010-Water Mains - Lining	06/15/20	2.00-3.25%	240,000	-	(60,000)	180,000
M.P.L. of 2010-Well	06/15/20	2.00-3.25%	100,000	-	(25,000)	75,000
M.P.L. of 2010-Water Departmental Equipment	06/15/20	2.00-3.25%	200,000	-	(50,000)	150,000
M.P.L. of 2011-Water Mains - Lining	06/15/26	2.00-5.00%	525,000	-	(55,000)	470,000
Water Departmental Equipment	06/01/17	2.00-4.00%	30,000	-	(30,000)	-
Building Remodeling - Public Works	06/01/19	2.00-4.00%	25,000	-	(10,000)	15,000
Well	06/01/22	2.00-4.00%	180,000	-	(30,000)	150,000
Water Departmental Equipment	06/01/22	2.00-4.00%	150,000	-	(25,000)	125,000
Building Remodeling - Sewer	06/01/22	2.00-4.00%	300,000	-	(50,000)	250,000
Sewer (MWRA)	05/15/17	0.00%	39,369	-	(39,369)	-
General Obligation Current Refunding Bonds of 2012	08/01/20	1.00-4.00%	707,000	-	(225,000)	482,000
Sewer	04/15/28	2.00-4.00%	1,320,000	-	(110,000)	1,210,000
Water Departmental Equipment	04/15/23	2.00-4.00%	140,000	-	(20,000)	120,000
Well	04/15/23	2.00-4.00%	210,000	-	(30,000)	180,000
Sewer Current Refunding	04/15/22	2.00-4.00%	170,000	-	(30,000)	140,000
Sewer (MWRA)	05/15/19	0.00%	453,420	-	(151,140)	302,280
M.P.L. of 2014 Sewer	06/15/23	2.00-5.00%	390,000	-	(90,000)	300,000
M.P.L. of 2014 Water	06/15/29	2.00-5.00%	770,000	-	(75,000)	695,000
Sewer (MWRA)	02/15/25	0.00%	181,845	-	(20,205)	161,640
M.P.L. of 2016 - Refunding	11/01/26	1.35-4.00%	1,120,000	-	(105,000)	1,015,000
M.P.L. of 2016 - Sewer	11/01/25	1.35-4.00%	122,000	-	(17,000)	105,000
M.P.L. of 2017	04/15/37	3.125-5.00%	-	4,188,200	-	4,188,200
Sewer (MWRA)	05/15/27	0.00%	-	40,200	-	40,200
Total Water/Sewer Enterprise Fund			<u>\$ 11,040,370</u>	<u>\$ 4,228,400</u>	<u>\$ (1,895,755)</u>	<u>\$ 13,373,015</u>

Debt service requirements for principal and interest for water and sewer enterprise fund bonds and notes payable in future fiscal years are as follows:

Fiscal Year	Principal	Interest	Total
2018	\$ 2,074,352	\$ 488,415	\$ 2,562,767
2019	1,743,773	409,980	2,153,753
2020	1,582,380	342,331	1,924,711
2021	1,293,127	287,047	1,580,174
2022	1,240,747	234,689	1,475,436
2023	1,100,494	182,562	1,283,056
2024	1,035,114	137,900	1,173,014
2025	964,988	99,081	1,064,069
2026	579,020	76,606	655,626
2027	439,020	54,373	493,393
2028	300,000	39,413	339,413
2029	185,000	28,863	213,863
2030	155,000	23,313	178,313
2031	155,000	18,663	173,663
2032	150,000	14,013	164,013
2033	150,000	8,013	158,013
2034	60,000	6,363	66,363
2035	60,000	4,713	64,713
2036	55,000	3,063	58,063
2037	50,000	1,563	51,563
Total	<u>\$ 13,373,015</u>	<u>\$ 2,460,961</u>	<u>\$ 15,833,976</u>

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 9 LONG-TERM DEBT (CONTINUED)

Bonds and Notes Payable – Enterprise Fund (Golf)

Project	Maturity Dates	Interest Rate	Outstanding at June 30, 2016	Issued	Redeemed	Outstanding at June 30, 2017
General Obligation Current Refunding Bonds of 2012	08/01/19	1.00-4.00%	\$ 158,340	\$ -	\$ (42,630)	\$ 115,710
Municipal Golf Course Current Refunding	04/15/22	2.00-4.00%	770,000	-	(135,000)	635,000
Municipal Golf Carts	06/15/18	2.00-5.00%	55,000	-	(30,000)	25,000
M.P.L. of 2016	04/23/35	1.35 -4.00%	28,000	-	(10,000)	18,000
M.P.L. of 2017	04/15/32	2.00-5.00%	-	90,500	-	90,500
Total Golf Enterprise Fund			<u>\$ 1,011,340</u>	<u>\$ 90,500</u>	<u>\$ (217,630)</u>	<u>\$ 884,210</u>

Debt service requirements for principal and interest for golf course enterprise fund bonds and notes payable in future fiscal years are as follows:

Fiscal Year	Principal	Interest	Total
2018	\$ 215,840	\$ 34,690	\$ 250,530
2019	181,830	25,998	207,828
2020	176,540	18,631	195,171
2021	130,000	12,600	142,600
2022	130,000	7,350	137,350
2023	5,000	2,100	7,100
2024	5,000	1,850	6,850
2025	5,000	1,600	6,600
2026	5,000	1,350	6,350
2027	5,000	1,100	6,100
2028	5,000	850	5,850
2029	5,000	650	5,650
2030	5,000	500	5,500
2031	5,000	350	5,350
2032	5,000	200	5,200
Total	<u>\$ 884,210</u>	<u>\$ 109,819</u>	<u>\$ 994,029</u>

On April 21, 2017, the Town issued \$13,353,000 of general obligation bonds for building construction, infrastructure, sewer projects, golf projects, departmental equipment and vehicles.

The Town receives subsidy assistance from the Massachusetts Clean Water Trust (MCWT). Principal and interest on the outstanding bonds for MCWT is subsidized over the life of the bonds to assist the Town in the repayment of this future debt. During fiscal year 2017, the Town's subsidy totaled approximately \$65,000. Future subsidies total approximately \$360,000. The amount of MCWT bonds outstanding at June 30, 2017, totaled \$2,697,336.

The Massachusetts Water Resource Authority (MWRA) operates an Infiltration/Inflow Financial Assistance Program for community owned collection systems. For each community approved for the project, financial assistance received from the MWRA consists of a grant and non-interest bearing loan (payable in five equal annual installments). During 2017, the Town issued a \$40,200 non-interest bearing loan and a grant of \$120,600. At June 30, 2017, the outstanding principal amount of these loans totaled \$504,120.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017

NOTE 9 LONG-TERM DEBT (CONTINUED)

The Town is subject to various debt limits by statute and may issue additional general obligation debt under the normal debt limit. At June 30, 2017, the Town had the following authorized and unissued debt:

Purpose	Amount
Land Acquisition (22 Pleasant Street)	\$ 3,200,000
Water and Sewer Infrastructure	3,140,000
Departmental Equipment and Playground (Modular Classroom)	2,100,000
Road and Sidewalk Improvement	1,000,000
Sewer	726,750
Fire Pumper	580,000
Parking Garage	540,000
Cole Center Roof Replacement	500,000
Ground Water Wells	400,000
Water Mains	360,000
Sewer I & I	359,480
Trash Packer	290,000
Main Street Improvements	280,000
Front End Loader	270,000
Well	200,000
Sidewalk Bombardier	180,000
Park and Field Renovation	175,000
Pine Street Roadway	153,000
Water	150,000
Departmental Equipment - DCC Controls	150,000
Engineering Charles River Bridge	125,000
Golf Carts	110,000
Charles River Dam	100,000
High School Irrigation Well	100,000
Sewer Station Generator	95,000
Police Replace Rooftop HVAC Unit	55,000
Cole North Field	30,000
Cole Center Air Handler	20,000
Total	<u>\$ 15,389,230</u>

Subsequent Events

On July 27, 2017, the Town issued \$8,600,000 of general obligation bonds for infrastructure, departmental equipment, and other projects.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017

NOTE 10 LANDFILL POSTCLOSURE CARE

State and federal laws and regulations required the Town to close its old landfill site when it stopped accepting waste and to perform certain maintenance and monitoring functions at the site after closure. The Town had operated a solid waste landfill that ceased operations in 1988 and, accordingly, was subsequently capped and funded via long-term debt. The Town has reflected \$340,430 as the estimated landfill post-closure care liability at June 30, 2017. Actual costs may be higher due to inflation, changes in technology, or changes in regulations.

NOTE 11 OTHER POST EMPLOYMENT BENEFITS

Plan Description – The Town provides health and life insurance coverage for its retirees and their survivors (hereinafter referred to as the Plan) as a single-employer defined benefit Other Post Employment Benefit (OPEB) plan. Chapter 32B of the MGL assigns authority to establish and amend benefit provisions. Changes to plan design and contribution rates must be accomplished through the collective bargaining process. The Plan does not issue a stand alone financial report since there are no assets legally segregated for the sole purpose of paying benefits under the Plan.

The number of participants as of July 1, 2016, the latest actuarial valuation, is as follows:

Active Employees	1,088
Retired Employees and Spouses	942
Total	<u>2,030</u>

Funding Policy – The contribution requirements of Plan members and the Town are established and may be amended by the Town. The required health insurance contribution rates of Plan members and the Town (including Medicare Part B) are 50%, respectively. The Plan members and Town each contribute 50% towards a \$5,000 term life insurance premium. The Town currently contributes enough money to the Plan to satisfy current obligations on a pay-as-you-go basis. The costs of administering the Plan are paid by the Town.

The Town has established an OPEB Trust pursuant to the adoption of MGL Chapter 32B, Section 20. The adoption of this law did not establish an OPEB Trust in accordance with GASB requirements and as such the funds accumulated are reported in the general fund as restricted fund balance. At June 30, 2017, the OPEB restricted fund balance totaled \$2,164,055.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017

NOTE 11 OTHER POST EMPLOYMENT BENEFITS (CONTINUED)

Annual OPEB Cost and Net OPEB Obligation – The Town's annual OPEB cost (expense) is calculated based on the annual required contribution (ARC) of the employer, an actuarially determined amount that is calculated in accordance with the parameters set forth in GASB Statement #45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed 30 years. The following table identifies the components of the Town's annual OPEB cost for the year, the actual amount contributed to the plan, and changes in the Town net OPEB obligation:

	Amount
Annual Required Contribution	\$ 13,611,310
Interest on Net OPEB Obligation	2,571,116
Adjustment to Annual Required Contribution	<u>(2,624,216)</u>
Annual OPEB Cost	13,558,210
Contributions Made	<u>(4,911,287)</u>
Increase in Net OPEB Obligation	8,646,923
Net OPEB Obligation at Beginning of Year	<u>64,277,899</u>
Net OPEB Obligation at End of Year	<u><u>\$ 72,924,822</u></u>

Trend information regarding annual pension cost, the percentage of the annual pension cost contributed and the net pension obligation is as follows:

Fiscal Year Ending	Annual OPEB Cost (AOPEBC)	Percentage of AOPEBC Contributed	Net OPEB Obligation
June 30, 2015	\$ 11,878,379	27.2%	\$ 56,408,279
June 30, 2016	12,283,053	27.4%	64,277,899
June 30, 2017	13,558,210	36.2%	72,924,822

Funded Status and Funding Progress – The funded status of the Plan at July 1, 2016, the most recent actuarial valuation, was as follows:

Actuarial Valuation Date	Actuarial Value of Assets (A)	Actuarial Accrued Liability (AAL) Projected Unit Credit (B)	Unfunded AAL (UAAL) (B-A)	Funded Ratio (A/B)	Covered Payroll (C)	UAAL as a Percentage of Covered Payroll ((B-A)/C)
07/01/16	\$ -	\$ 168,522,721	\$ 168,522,721	-	\$ 66,125,946	255%

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 11 OTHER POST EMPLOYMENT BENEFITS (CONTINUED)

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedules of funding progress, presented as required supplementary information following the notes to the financial statements, presents multi-year trend information that show whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Methods and Assumptions – Projections of benefits for financial reporting purposes are based on the substantive Plan (the Plan as understood by the employer and plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and Plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

The significant methods and assumptions as of the latest actuarial valuation are as follows:

Valuation date:	July 1, 2016
Actuarial cost method:	Entry age normal
Amortization method:	Level percentage of projected payroll
Remaining amortization period:	21.81 years at June 30, 2017
Interest discount rate:	4.00%
Healthcare/Medical cost trend rate:	9.00% in 2016 to an ultimate level of 5.00% in 2023
Projected salary increases:	2.50% annually
Mortality:	Actives: The RP-2000 Mortality Table (Sex-distinct) for Employees projected using generational mortality with scale BB. Retirees: The RP-2000 Mortality Tables (Sex-distinct) for Health Annuitants projected using generational mortality with scale BB. Disabled: The RP-2000 Mortality Tables (Sex-distinct) for Health Annuitants projected using generational mortality with scale BB. Set forward 2 years.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 11 OTHER POST EMPLOYMENT BENEFITS (CONTINUED)

Allocation of AOPEBC – AOPEBC costs were allocated to the Town's functions as follows:

Governmental Activities:

General Government	\$ 643,505
Public Safety	2,705,111
Education	8,125,984
Public Works	1,089,504
Health and Human Services	262,420
Culture and Recreation	71,966
Library	350,520
Total AOPEBC - Governmental Activities	<u>13,249,010</u>

Business-Type Activities:

Water and Sewer	288,548
Golf	20,652
Total AOPEBC - Business-Type Activities	<u>309,200</u>
Total AOPEBC	<u>\$ 13,558,210</u>

NOTE 12 PENSION PLAN - NCRS

General Information about the Pension Plan

Plan Description. The Town contributes to the System, a cost-sharing multiple-employer defined benefit pension plan administered by the Natick Contributory Retirement System (NCRS or System). Substantially all employees of the Town are members of the System, except for public school teachers and certain administrators who are members of the Massachusetts Teachers Retirement System.

Membership in the System was as follows at December 31, 2016:

Active Members	644
Inactive Members	138
Retirees and Beneficiaries currently receiving benefits	397
Total	<u>1,179</u>

As indicated in Note 1, the System is reported as a pension trust fund in these financial statements. The System also issues a publicly available report in accordance with guidelines established by the Commonwealth's Public Employee Retirement Administration Commission. That report may be obtained by contacting the System located at 13 East Central Street, Natick, Massachusetts 01760.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017

NOTE 12 PENSION PLAN - NCRS (CONTINUED)

Benefits provided. Chapter 32 of the MGL assigns authority to establish and amend benefit provisions of the plan. The plan provides for retirement allowance benefits up to a maximum of 80% of a member's highest three-year average annual rate of regular compensation for those hired prior to April 2, 2012. For persons who became members on or after April 2, 2012, average salary is the average annual rate of regular compensation received during the five consecutive years that produce the highest average, or, if greater, during the last five years (whether or not consecutive) preceding retirement. Benefit payments are based upon a member's age, length of creditable service, level of compensation, and group classification.

There are three classes of membership in the plan; Group 1, Group 2, and Group 4. Group 1 consists of general employees which includes clerical and administrative positions. Group 2 consists of positions that have been specified as hazardous. Lastly, Group 4 consists of police officers, firefighters, and other hazardous positions.

Members become vested after 10 years of creditable service. A superannuation retirement allowance may be received upon the completion of 20 years of service or upon reaching the age of 55 with 10 years of service if hired after 1978 and if classified in groups 1 or 2. A person who became a member on or after April 2, 2012 is eligible for a superannuation retirement allowance upon reaching the age of 60 with 10 years of service if in Group 1, 50 years of age with 10 years of service if in Group 2, and 55 years of age if hired prior to 1978 or if classified in Group 4. Normal retirement for most employees occurs at age 65 (except for certain hazardous duty and public safety positions, whose normal retirement is at age 55).

A retirement allowance consists of two parts: an annuity and a pension. A member's accumulated total deductions and the interest they generate constitute the annuity. The differential between the total retirement benefit and the annuity is the pension. The average retirement benefit is approximately 80-85% pension and 15-20% annuity.

When a member's retirement becomes effective, their deductions and related interest are transferred to the Annuity Reserve Fund. Any cost-of-living adjustments granted between 1981 and 1997 and any increase in other benefits imposed by the Commonwealth of Massachusetts' state law during those years are borne by the Commonwealth and are deposited into the Pension Fund. Cost-of-living adjustments granted after 1997 must be approved by the System and all costs are borne by the System.

Members who become permanently and totally disabled for further duty may be eligible to receive a disability retirement allowance. The amount of benefits to be received in such cases is dependent on several factors, including whether or not the disability is work related, the member's age, years of creditable service, level of compensation, veterans' status, and group classification.

Survivor benefits are extended to eligible beneficiaries of members whose death occurs prior to or following retirement.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017

NOTE 12 PENSION PLAN - NCRS (CONTINUED)

Contributions. Chapter 32 of MGL governs the contributions of plan members and the employers. Plan members are required to contribute to the System at rates ranging from 5% to 11% of annual covered compensation. Members hired in 1979 or subsequent contribute an additional 2% of regular compensation in excess of \$30,000. The Town is required to pay into the System its share of the system-wide actuarial determined contribution that is apportioned among the employers based on annual covered payroll.

For the year ended December 31, 2016, active member contributions totaled \$3,398,502 and employer contributions totaled \$8,613,159. Contributions to the System from the Town were \$8,484,589 for the year ended June 30, 2017.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

The components of the net pension liability of the System at December 31, 2016, were as follows:

Total Pension Liability	\$ 214,250,037
Plan Fiduciary Net Position	<u>(127,721,803)</u>
Net Pension Liability	<u>\$ 86,528,234</u>
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	59.61%

At June 30, 2017, the Town reported a liability of \$85,236,613 for its proportionate share of the net pension liability. The net pension liability was measured as of December 31, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of January 1, 2017. The Town's proportion of the net pension liability was based on a projection of the Town's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. At December 31, 2016 and 2015, the Town's proportion was 98.5073% and 98.5390%, respectively.

For the year ended June 30, 2017, the Town recognized pension expense of \$12,327,669. At June 30, 2017, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Net difference between projected and actual earnings on pension plan investments	\$ 4,332,471	\$ -
Changes in Assumptions	9,137,813	-
Changes in Proportion	-	19,081
Differences between expected and actual experience	-	6,090,103
	<u>\$ 13,470,284</u>	<u>\$ 6,109,184</u>

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017

NOTE 12 PENSION PLAN - NCRS (CONTINUED)

The amount reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year Ended June 30</u>	
2017	\$ 1,687,890
2018	1,687,890
2019	1,687,890
2020	1,687,888
2020	609,542
Total	<u>\$ 7,361,100</u>

Actuarial assumptions. The following actuarial methods and assumptions apply to all periods included in the measurement.

Methods:

Actuarial Cost Method	Entry Age Normal Cost
Asset Valuation Method	Fair Value

Assumptions:

Salary Increases	Based on years of service. Ranges from 6.00% decreasing to 4.00% after 11 years of service for Group 1 employees, from 6.00% decreasing to 4.25% after 11 years of service for Group 2 employees; and from 7.00% decreasing to 4.50% after 11 years of service for Group 4 Employees
Investment Rate of Return	7.375%, net of pension plan investment expense, including inflation
Inflation Rate	3.25%
Cost of Living Adjustment	3.0% of first \$12,000 Annually
Mortality	<p>Healthy Participant - The RP-2014 Blue Collar Employee Mortality Table set forward one year for females projected generationally with Scale MP-20162D</p> <p>Healthy Retiree - The RP-2014 Healthy Annuitant Mortality Table set forward one year for females projected generationally with Scale MP-20162D</p> <p>Disabled Retiree - The RP-2000 Healthy Annuitant Mortality Table projected generationally with Scale BB2D from 2015</p>
Retirement Rates	<p>General Employees (Group 1 and 2) - 1.0% and 1.5% for males and females, respectively, beginning at age 50 ranging to 100% for both males and females ending at age 70</p> <p>Police and Fire (Group 4) - 2.0% beginning at age 50 ranging to 100.0% at age 65</p>

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017

NOTE 12 PENSION PLAN - NCRS (CONTINUED)

The actuarial assumptions used in the January 1, 2017 valuation were based on the results of an actuarial experience study for the period January 1, 2015 to December 31, 2016.

Investment Policy and Rates of Return. Deposits and investments made by the System are governed by Chapter 32 of the MGL. The System engages investment managers that adhere to MGL c. 32, sec 23(3), the “Prudent Person” rule, which permits (among other things) the investment in corporate bonds, equities, private equity, and real estate investments.

The Board has the authority for establishing and amending investment policy decisions. Based on the investment objectives and constraints of the System, and based on an annual review of the asset allocation and asset classes, the Board will specify a long-term target allocation for each class of permissible assets. These targets will be expressed as a percentage of the total portfolio, and will have ranges surrounding them, allowing for the portfolio to maintain policy through market fluctuations. The long-term target allocations are intended as strategic goals. Thus, it is permissible for the overall System’s asset allocation to deviate from the long-term target, as would likely occur during manager transitions, asset class restructurings, and other temporary changes in the System. At times, the Board reevaluates the portfolio weightings by asset class and adjustments are made accordingly.

The System’s annual money-weighted rate of return on pension plan investments was 9.53%. The money-weighted rate of return expresses investment performance, net of pension plan investment expense, adjusted for the changing amounts actually invested, measured monthly.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Domestic Equity	34.0%	6.44%
International Developed Markets Equity	16.0%	7.40%
International Emerging Markets Equity	4.0%	9.42%
Core Fixed Income	16.0%	2.02%
High-Yield Fixed Income	10.0%	4.43%
Real Estate	10.0%	5.00%
Hedge Fund, GTAA, Risk Parity	5.0%	3.75%
Private Equity	5.0%	10.47%
Totals	<u>100.0%</u>	

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017

NOTE 12 PENSION PLAN - NCRS (CONTINUED)

Discount rate. The discount rate used to measure the total pension liability was 7.375%. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that contributions from employers will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the net pension liability to changes in the discount rate. The following presents the net pension liability of the System calculated using the discount rate of 7.375%, as well as what the System's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.375%) or 1-percentage-point higher (8.375%) than the current rate:

	1% Decrease (6.375%)	Current Discount Rate (7.375%)	1% Increase (8.375%)
System's Net Pension Liability	\$ 110,788,407	\$ 86,528,234	\$ 66,028,668

The following presents the Town's proportionate share of the net pension liability calculated using the discount rate of 7.375%, as well as what Town's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.375%) or 1-percentage-point higher (8.375%) than the current rate:

	1% Decrease (6.375%)	Current Discount Rate (7.375%)	1% Increase (8.375%)
Town's Proportionate Share of the Net Pension Liability	\$ 109,134,651	\$ 85,236,613	\$ 65,043,048

Legally Required Reserve Accounts. The balance in the System's legally required reserves as of December 31, 2016 are as follows:

Description	Amount	Purpose
Annuity Savings Fund	\$ 35,503,503	Active members' contribution balance
Annuity Reserve Fund	9,816,678	Retired members' contribution account
Pension Reserve Fund	77,621,514	Amounts appropriated to fund future retirement
Pension Fund	4,780,108	Remaining Net Position
Total	<u>\$ 127,721,803</u>	

All reserve accounts are funded at levels required by state law.

Pension plan fiduciary net position. Detailed information about the pension plan's fiduciary net position is available in this financial report.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 13 PENSION PLAN - MASSACHUSETTS TEACHERS RETIREMENT SYSTEM

General Information about the Pension Plan

Plan description. Public school teachers and certain administrators are provided with pensions through the Massachusetts Teachers' Retirement System (MTRS), a cost-sharing multiple-employer defined benefit pension plan administered by the Massachusetts Teachers' Retirement Board. The MTRS is part of the Commonwealth of Massachusetts' (Commonwealth) reporting entity and does not issue a stand-alone audited financial report. The MTRS is reported as a Pension Trust Fund in the Commonwealth's audited financial statements that can be obtained at <http://www.mass.gov/osc/publications-and-reports/financial-reports/cafr-reports.html>.

Benefits provided. MTRS provides retirement, disability, survivor, and death benefits to members and their beneficiaries. Massachusetts General Laws (MGL) establishes uniform benefit requirements. These requirements provide for superannuation retirement allowance benefits up to a maximum of 80% of a member's highest three-year average annual rate of regular compensation. For employees hired after April 1, 2012, retirement allowances are calculated on the basis of the last five years or any five consecutive years, whichever is greater in terms of compensation. Benefit payments are based upon a member's age, length of creditable service, and group creditable service, and group classification. The authority for amending these provisions rests with the Legislature.

Members become vested after ten years of creditable service. A superannuation retirement allowance may be received upon the completion of 20 years of creditable service or upon reaching the age of 55 with 10 years of service. Normal retirement for most employees occurs at age 65. Most employees who joined the system after April 1, 2012 cannot retire prior to age 60.

Contributions. The MTRS' funding policies have been established by Chapter 32 of the MGL. The Legislature has the authority to amend these policies. The annuity portion of the MTRS retirement allowance is funded by employees, who contribute a percentage of their regular compensation. Member contributions for MTRS vary depending on the most recent date of membership, ranging from 5-11% of regular compensation. Members hired in 1979 or subsequent contribute an additional 2% of regular compensation in excess of \$30,000.

The Commonwealth is a nonemployer contributor and is required by statute to make all actuarially determined employer contributions on behalf of the member employers. Therefore, the Town is considered to be in a special funding situation as defined by GASB Statement No. 68, *Accounting and Financial Reporting for Pensions* and the Commonwealth is a nonemployer contributing entity in MTRS.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

Since the Town does not contribute directly to MTRS, the Town does not report a proportionate share of the net pension liability of the MTRS at June 30, 2017. The Commonwealth's net pension liability associated with the Town was \$119,659,447.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 13 PENSION PLAN - MASSACHUSETTS TEACHERS RETIREMENT SYSTEM (CONTINUED)

The MTRS' net pension liability was measured as of June 30, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of January 1, 2016 rolled forward to June 30, 2016.

For the year ended June 30, 2017, the Town recognized pension expense of \$12,206,048 associated with MTRS and revenue of the same amount for support provided by the Commonwealth.

Actuarial assumptions. The following actuarial methods and assumptions apply to all periods included in the measurement.

Investment rate of return - 7.5%

Salary increases - Salary increases are based on analyses of past experience but range from 4.0% to 7.5% depending on length of service

Mortality Rates - Pre-retirement reflects RP-2014 Employees table projected generationally with scale BB and a base year of 2014 (gender distinct). Post-retirement - reflects RP-2014 Healthy Annuitant table projected generationally with Scale BB and a base year of 2014 (gender distinct). Disability – assumed to be in accordance with the RP-2014 Healthy Annuitant table projected generationally with Scale BB and a base year of 2014 set forward four years.

Other - 3.5% interest rate credited to the annuity savings fund and 3.0% cost of living increase per year.

Investment assets of the MTRS are with the Pension Reserves Investment Trust (PRIT) Fund. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future rates of return are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future rates of return by the target asset allocation percentage. Best estimates of geometric rates of return for each major asset class included in the PRIT Fund's target asset allocation as of June 30, 2016 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Global Equity	40%	6.9%
Core Fixed Income	13%	1.6%
Private Equity	10%	8.7%
Real Estate	10%	4.6%
Value Added Fixed Income	10%	4.8%
Hedge Funds	9%	4.0%
Portfolio Completion Strategies	4%	3.6%
Timber/Natural Resources	4%	5.4%
Totals	<u>100%</u>	

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 13 PENSION PLAN - MASSACHUSETTS TEACHERS RETIREMENT SYSTEM (CONTINUED)

Discount rate. The discount rate used to measure the MTRS' total pension liability was 7.5%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rates and the Commonwealth's contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rates. Based on those assumptions, the net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Pension plan fiduciary net position. Detailed information about the MTRS' fiduciary net position is available in the Commonwealth's audited financial statements.

NOTE 14 CAPITAL LEASES

The Town has entered into a capital lease agreement for LED street lights, which will become the property of the Town when all terms of the lease agreement are met.

The following schedule represents the future minimum lease payments as of June 30, 2017:

<u>Fiscal Years Ending June 30</u>	<u>Governmental Activities</u>
2018	73,502
2019	73,502
2020	73,503
2021	73,503
2022	73,503
2023	73,504
Total Minimum Lease Payments	441,017
Less: Amounts Representing Interest	(33,432)
Present Value of Minimum Lease Payments	<u>\$ 407,585</u>

The LED street lights and the related accumulated amortization under capital leases are as follows:

<u>Asset:</u>	<u>Governmental Activities</u>
Infrastructure	\$ 650,000
Less: Accumulated Amortization	(206,600)
Total	<u>\$ 443,400</u>

Amortization of the capital lease is included with public works depreciation expense.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 15 FUND BALANCES

The constraints on fund balances as listed in aggregate in the Governmental Funds Balance Sheet are detailed as follows:

	General	Saxonville Land Acquisition	Nonmajor Governmental Funds	Total Governmental Funds
Nonspendable:				
Permanent Fund Principal	\$ -	\$ -	\$ 14,661	\$ 14,661
Restricted:				
OPEB	2,164,055	-	-	2,164,055
Debt Service	785,376	-	851,435	1,636,811
School Construction	-	-	220,593	220,593
Senior Center Construction	-	-	1,484	1,484
School Lunch	-	-	364,216	364,216
Bus Transportation	-	-	195,396	195,396
Infrastructure (Mitigation Funds)	-	-	1,807,611	1,807,611
Capital	-	-	6,292,617	6,292,617
Medicaid	-	-	354,354	354,354
Cable Fees	-	-	337,894	337,894
Circuit Breaker	-	-	1,210,899	1,210,899
Conservation Commission	-	-	124,219	124,219
Recreation Revolving	-	-	935,557	935,557
General Government	-	-	2,018,990	2,018,990
Public Safety	-	-	639,281	639,281
Education	-	-	2,228,174	2,228,174
Public Works	-	-	989,196	989,196
Health and Human Services	-	-	670,087	670,087
Culture and Recreation	-	-	149,670	149,670
Library	-	-	9,806	9,806
Sub-Total - Restricted	<u>2,949,431</u>	<u>-</u>	<u>19,401,478</u>	<u>22,350,909</u>
Committed:				
Capital Stabilization	6,316,840	-	-	6,316,840
Subsequent Year's Expenditures	4,000,000	-	-	4,000,000
Technology Stabilization	105,085	-	-	105,085
General Government	3,307,410	-	-	3,307,410
Public Safety	923,246	-	-	923,246
Education	1,244,848	-	-	1,244,848
Public Works	883,828	-	-	883,828
Health and human services	34,927	-	-	34,927
Culture and Recreation	234,166	-	-	234,166
Sub-Total - Committed	<u>17,050,350</u>	<u>-</u>	<u>-</u>	<u>17,050,350</u>
Assigned:				
General Government	832,392	-	-	832,392
Public Safety	78,980	-	-	78,980
Education	717,613	-	-	717,613
Public Works	283,725	-	-	283,725
Health and Human Services	20,519	-	-	20,519
Culture and Recreation	979	-	-	979
Other	9,041	-	-	9,041
Sub-Total -Assigned	<u>1,943,249</u>	<u>-</u>	<u>-</u>	<u>1,943,249</u>
Unassigned	<u>25,785,709</u>	<u>(2,959,300)</u>	<u>(280,210)</u>	<u>22,546,199</u>
Total	<u>\$ 47,728,739</u>	<u>\$ (2,959,300)</u>	<u>\$ 19,135,929</u>	<u>\$ 63,905,368</u>

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017

NOTE 16 STABILIZATION FUNDS

The Town maintains general, capital, operational, FAR, inflow, and infiltration and one-to-one technology stabilization funds that were established under MGL Chapter 40, Section 5B. Appropriations in and out of these stabilization funds require two-thirds vote of Town meeting. Investment income is retained by the funds.

The balances of the general, capital, operational, FAR, inflow and infiltration, and one-to-one technology stabilization funds at June 30, 2017 are \$4,530,645, \$6,316,840, \$2,548,739, \$2,540,478, \$1,188,997, and \$105,085, respectively. The capital and technology stabilization fund balances are reported in the general fund as committed and the general, operational, and FAR stabilization funds are reported in the general fund as unassigned fund balance. The infiltration stabilization fund is reported as unrestricted net position in the water and sewer enterprise fund.

NOTE 17 RISK FINANCING

The Town is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the Town carries commercial insurance.

The Town provides health insurance through its participation in the West Suburban Health Group (Group), a non-profit trust comprised of 11 towns, one school district and two educational collaboratives. The Town recognizes the cost of providing health insurance by recording its share (depending on the plan, contribution rates range between 50% and 90%) of insurance premiums paid to the Group in the general fund in the fiscal year paid. The purpose of the Group is to pay medical claims of its members' employees and their covered dependents. The amount of claim settlements has not exceeded insurance coverage in any of the previous three fiscal years.

The Town participates in a premium-based workers' compensation plan. In prior years, the Town was self-insured for workers' compensation and is liable for the payment of certain claims from those periods. The claims are administered by a third party administrator and are funded on a pay-as-you-go basis from annual appropriations. The estimated future liability is based on history and injury type. The estimated liability at June 30, 2017 totaled \$208,805.

<u>Fiscal Year</u>	<u>Balance at Beginning of Fiscal Year</u>	<u>Current Year Claims and Changes in Estimate</u>	<u>Claims Payments</u>	<u>Balance at Fiscal Year-end</u>
2016	\$ 407,254	\$ 302,863	\$ (536,913)	\$ 173,204
2017	173,204	706,653	(671,051)	208,806

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017

NOTE 18 OPERATING LEASES

Lessee

The Town is committed under several operating leases for a parking lot, golf course land and a modular building used as a clubhouse, and administrative building at the golf course. During fiscal year 2017, the Town paid approximately \$125,000 related to these leases, which is accounted for in the general fund and golf course enterprise fund. Future minimum lease payments are as follows:

Governmental Activities

<u>Fiscal Year</u>	<u>Payment</u>
2018	\$ 27,602

Business-Type Activities

<u>Fiscal Year</u>	<u>Payment</u>
2018	\$ 73,031
2019	75,222
2020	77,479
2021	79,803
2022	82,197

NOTE 19 COMMITMENTS

Significant commitments include the encumbrances and continuing appropriations outstanding for the general fund, which totaled \$8,571,674 at June 30, 2017.

NOTE 20 CONTINGENCIES

Various legal actions and claims are pending against the Town. Litigation is subject to many uncertainties, and the outcome of individual litigated matters is not always predictable. Although the amount of liability, if any, at June 30, 2017, cannot be ascertained, management believes any resulting liability should not materially affect the financial position of the Town at June 30, 2017.

The Town participates in a number of federal award programs. Although the grant programs have been audited in accordance with the provisions of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) through June 30, 2017, these programs are still subject to financial and compliance audits by federal agencies. The amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time, although the Town expects such amounts, if any, to be immaterial.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 21 FUTURE IMPLEMENTATION OF GASB PRONOUNCEMENTS

The GASB has issued the following statements:

- Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pension*, which is required to be implemented during fiscal year 2018. This statement will require the Town to record its unfunded OPEB liability. Although the amount of the liability is unknown, it is presumed to be material.
- Statement No. 81, *Irrevocable Split-Interest Agreements*, which is required to be implemented during fiscal year 2018. Management is evaluating the Statement's future impact on the basic financial statements.
- Statement No. 83, *Certain Asset Retirement Obligations*, which is required to be implemented during fiscal year 2019. Management is evaluating the Statement's future impact on the basic financial statements.
- Statement No. 84, *Fiduciary Activities*, which is required to be implemented during fiscal year 2020. Management is evaluating the Statement's future impact on the basic financial statements.
- Statement No. 85, *Omnibus 2017*, which is required to be implemented during fiscal year 2018. Management is evaluating the Statement's future impact on the basic financial statements.
- Statement No. 86, *Certain Debt Extinguishment Issues*, which is required to be implemented during fiscal year 2018. Management is evaluating the Statement's future impact on the basic financial statements.
- Statement No. 87, *Leases*, which is required to be implemented during fiscal year 2021. Management is evaluating the Statement's future impact on the basic financial statements.

These pronouncements will be implemented by their respective implementation dates.

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**TOWN OF NATICK, MASSACHUSETTS
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
YEAR ENDED JUNE 30, 2017**

	Prior Year Encumbrances and Continuing Appropriations	Original Budget	Supplemental Appropriations and Transfers	Final Budget
REVENUES				
Real Estate and Personal Property Taxes	\$ -	\$102,701,999	\$ 356,846	\$ 103,058,845
Motor Vehicle and Other Excise Taxes	-	5,066,350	-	5,066,350
Hotel/Motel Tax	-	800,000	-	800,000
Tax Liens	-	-	-	-
Payments in Lieu of Taxes	-	34,500	-	34,500
Trash Disposal	-	950,000	-	950,000
Intergovernmental	-	12,997,001	299,181	13,296,182
Special Assessments	-	9,000	-	9,000
Penalties and Interest on Taxes	-	350,000	-	350,000
Licenses and Permits	-	1,900,000	-	1,900,000
Fines and Forfeitures	-	230,000	-	230,000
Departmental and Other	-	2,143,796	-	2,143,796
Investment Income	-	210,000	-	210,000
Total Revenues	-	127,392,646	656,027	128,048,673
EXPENDITURES				
Current:				
General Government	3,468,963	7,412,401	447,462	11,328,826
Public Safety	422,634	15,698,516	805,633	16,926,783
Education	1,094,999	60,071,248	453,198	61,619,445
Public Works	1,324,536	11,103,488	393,242	12,821,266
Water	-	0	-	-
Sewer	-	0	-	-
Health and Human Services	269	1,883,780	98,853	1,982,902
Culture and Recreation	44,433	423,128	192,548	660,109
Library	-	2,274,472	95,948	2,370,420
Pension Benefits	-	8,237,157	-	8,237,157
Employee Benefits	13,148	15,740,594	(786,712)	14,967,030
Property and Liability Insurance	-	641,750	-	641,750
Claims and Judgments	-	-	-	-
Other	-	-	-	-
State and County Charges	-	1,449,503	-	1,449,503
Debt Service:				
Principal	-	8,029,458	(727)	8,028,731
Interest	-	2,126,490	727	2,127,217
Total Expenditures	6,368,982	135,091,985	1,700,172	143,161,139
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(6,368,982)	(7,699,339)	(1,044,145)	(15,112,466)
OTHER FINANCING SOURCES (USES)				
Transfers In	-	4,213,754	437,194	4,650,948
Sale of Capital Assets	-	-	-	-
Transfers Out	-	(592,000)	(4,928,727)	(5,520,727)
Total Other Financing Sources (Uses)	-	3,621,754	(4,491,533)	(869,779)
NET CHANGE IN FUND BALANCE	(6,368,982)	(4,077,585)	(5,535,678)	(15,982,245)
Fund Balance - Beginning of Year	28,882,884	28,882,884	28,882,884	28,882,884
FUND BALANCE - END OF YEAR	\$ 22,513,902	\$ 24,805,299	\$ 23,347,206	\$ 12,900,639

See accompanying independent auditors' report

Actual	Current Year Encumbrances and Continuing Appropriations	Actual and Encumbrances and Continuing Appropriations	Variance Positive/ (Negative)
\$ 102,680,707	\$ -	\$ 102,680,707	\$ (378,138)
5,569,881	-	5,569,881	503,531
1,429,017	-	1,429,017	629,017
513,148	-	513,148	513,148
36,216	-	36,216	1,716
987,074	-	987,074	37,074
14,347,100	-	14,347,100	1,050,918
6,706	-	6,706	(2,294)
446,186	-	446,186	96,186
4,590,192	-	4,590,192	2,690,192
174,637	-	174,637	(55,363)
2,323,617	-	2,323,617	179,821
361,969	-	361,969	151,969
<u>133,466,450</u>	<u>-</u>	<u>133,466,450</u>	<u>5,417,777</u>
6,483,786	4,139,802	10,623,588	705,238
15,637,401	1,002,226	16,639,627	287,156
59,665,218	1,859,205	61,524,423	95,022
11,457,678	1,270,809	12,728,487	92,779
-	-	-	-
-	-	-	-
1,838,880	55,446	1,894,326	88,576
409,871	235,145	645,016	15,093
2,327,829	-	2,327,829	42,591
8,215,785	-	8,215,785	21,372
14,173,583	9,041	14,182,624	784,406
589,904	-	589,904	51,846
-	-	-	-
-	-	-	-
1,351,730	-	1,351,730	97,773
7,625,569	-	7,625,569	403,162
<u>2,127,217</u>	<u>-</u>	<u>2,127,217</u>	<u>-</u>
<u>131,904,451</u>	<u>8,571,674</u>	<u>140,476,125</u>	<u>2,685,014</u>
<u>1,561,999</u>	<u>(8,571,674)</u>	<u>(7,009,675)</u>	<u>8,102,791</u>
4,650,948	-	4,650,948	-
70,284	-	70,284	70,284
<u>(5,520,727)</u>	<u>-</u>	<u>(5,520,727)</u>	<u>-</u>
<u>(799,495)</u>	<u>-</u>	<u>(799,495)</u>	<u>70,284</u>
762,504	(8,571,674)	(7,809,170)	8,173,075
<u>28,882,884</u>	<u>-</u>	<u>28,882,884</u>	<u>-</u>
<u>\$ 29,645,388</u>	<u>\$ (8,571,674)</u>	<u>\$ 21,073,714</u>	<u>\$ 8,173,075</u>

See accompanying independent auditors' report

**TOWN OF NATICK, MASSACHUSETTS
REQUIRED SUPPLEMENTARY INFORMATION
LAST TEN FISCAL YEARS**

**SCHEDULE OF CHANGES IN EMPLOYERS' NET PENSION LIABILITY AND RELATED RATIOS
NATICK CONTRIBUTORY RETIREMENT SYSTEM (1)**

	December 31, 2016	December 31, 2015	December 31, 2014
<u>Total Pension Liability</u>			
Service Cost	\$ 5,429,806	\$ 5,188,204	\$ 4,356,464
Interest	15,447,268	14,755,592	14,119,172
Difference between expected and actual experience	(6,720,520)	-	(1,454,889)
Change in Assumptions	5,039,423	-	12,691,909
Benefit Payments, including refunds of member contributions	(10,959,421)	(10,966,687)	(9,618,947)
Net Change in Total Pension Liability	8,236,556	8,977,109	20,093,709
Total Pension Liability - Beginning	206,013,481	197,036,372	176,942,663
Total Pension Liability - Ending (a)	<u>\$ 214,250,037</u>	<u>\$ 206,013,481</u>	<u>\$ 197,036,372</u>
<u>Plan Fiduciary Net Position</u>			
Contributions - Employer	\$ 8,613,159	\$ 8,049,681	\$ 7,453,409
Contributions - Member	3,398,502	3,243,263	3,343,806
Other Additions	168,464	98,464	186,892
Net Investment Income	10,160,090	129,562	7,758,262
Benefit Payments, including refunds of member contributions and net of transfers (to)/from other systems	(10,959,421)	(10,966,687)	(9,695,103)
Administrative Expense	(238,498)	(232,122)	(261,086)
Net Change in Plan Fiduciary Net Position	11,142,296	322,161	8,786,180
Plan Fiduciary Net Position - Beginning	116,579,507	116,257,346	107,471,166
Plan Fiduciary Net Position - Ending (b)	<u>\$ 127,721,803</u>	<u>\$ 116,579,507</u>	<u>\$ 116,257,346</u>
Net Pension Liability - Ending (a) - (b)	<u>\$ 86,528,234</u>	<u>\$ 89,433,974</u>	<u>\$ 80,779,026</u>
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	59.61%	56.59%	59.00%
Covered Payroll	\$ 35,896,695	\$ 34,773,489	\$ 33,191,253
Net Pension Liability as a Percentage of Covered Payroll	241.0%	257.2%	243.4%

(1) Data is being accumulated annually to present 10 years of the reported information

**TOWN OF NATICK, MASSACHUSETTS
REQUIRED SUPPLEMENTARY INFORMATION
LAST TEN FISCAL YEARS**

**SCHEDULE OF EMPLOYER CONTRIBUTIONS
NATICK CONTRIBUTORY RETIREMENT SYSTEM**

	2016	2015	2014	2013	2012
Actuarially Determined Contribution	\$ 8,613,159	\$ 8,049,681	\$ 7,453,409	\$ 6,901,304	\$ 6,390,096
Contributions in Relation to the					
Actuarially Determined Contribution	8,613,159	8,049,681	7,453,409	6,901,304	6,390,096
Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered Payroll	\$ 35,896,695	\$ 34,773,489	\$ 33,191,253	\$ 32,180,970	\$ 27,627,175
Contributions as a Percentage of					
Covered Payroll	23.99%	23.15%	22.46%	21.45%	23.13%

(Continued)

	2011	2010	2009	2008	2007
Actuarially Determined Contribution	\$ 5,916,756	\$ 5,661,968	\$ 5,418,151	\$ 5,334,374	\$ 5,541,638
Contributions in Relation to the					
Actuarially Determined Contribution	5,916,756	5,661,968	5,418,151	5,334,374	5,541,638
Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered Payroll	\$ 27,627,175	\$ 27,627,175	\$ 25,775,476	\$ 25,775,476	\$ 25,775,476
Contributions as a Percentage of					
Covered Payroll	21.42%	20.49%	21.02%	20.70%	21.50%

(Concluded)

**SCHEDULE OF INVESTMENT RETURNS
NATICK CONTRIBUTORY RETIREMENT SYSTEM (1)**

	2016	2015	2014
Annual money-weighted rate of return, net of investment expense	9.53%	0.76%	8.01%

(1) Data is being accumulated annually to present 10 years of the reported information

**TOWN OF NATICK, MASSACHUSETTS
REQUIRED SUPPLEMENTARY INFORMATION
LAST TEN FISCAL YEARS**

**SCHEDULE OF THE TOWN'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
NATICK CONTRIBUTORY RETIREMENT SYSTEM (1) (2)**

	2016	2015	2014
Town's Proportion of the Net Pension Liability	98.5073%	98.5390%	98.5390%
Town's Proportionate Share of the Net Pension Liability	\$ 85,236,612	\$ 88,127,308	\$ 79,598,815
Town's Covered Payroll	\$ 35,218,565	\$ 34,773,489	\$ 32,532,514
Town's Proportionate Share of the Net Pension Liability as a Percentage of its Covered Payroll	242.02%	253.43%	244.67%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	59.61%	56.59%	59.00%

(1) Amounts presented were determined as of December 31

(2) Data is being accumulated annually to present 10 years of the reported information

**SCHEDULE OF TOWN CONTRIBUTIONS
NATICK CONTRIBUTORY RETIREMENT SYSTEM**

	2017	2016	2015	2014	2013
Actuarially Required Contribution	\$ 8,484,589	\$ 7,932,072	\$ 7,344,512	\$ 6,793,586	\$ 6,290,358
Contributions in Relation to the Actuarially Required Contribution	8,484,589	7,932,072	7,344,512	6,793,586	6,290,358
Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Town's Covered Payroll	\$ 35,218,565	\$ 35,218,565	\$ 31,672,428	\$ 31,672,428	\$ 26,953,209
Contributions as a Percentage of Covered Payroll	24.09%	22.52%	23.19%	21.45%	23.34%

	2012	2011	2010	2009	2008
Actuarially Required Contribution	\$ 5,826,520	\$ 5,575,618	\$ 5,335,519	\$ 5,255,414	\$ 5,460,965
Contributions in Relation to the Actuarially Required Contribution	5,826,520	5,575,618	5,335,519	5,255,414	5,460,965
Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Town's Covered Payroll	\$ 26,953,209	\$ 25,138,776	\$ 25,138,776	\$ 25,138,776	\$ 24,228,729
Contributions as a Percentage of Covered Payroll	21.62%	22.18%	21.22%	20.91%	22.54%

See accompanying independent auditors' report

**TOWN OF NATICK, MASSACHUSETTS
REQUIRED SUPPLEMENTARY INFORMATION
LAST TEN FISCAL YEARS**

**SCHEDULE OF SPECIAL FUNDING AMOUNTS OF THE NET PENSION LIABILITY
MASSACHUSETTS TEACHERS' RETIREMENT SYSTEM (1) (2)**

	2017	2016	2015
Town's Share of Net Pension Liability	\$ 119,659,447	\$ 108,153,939	\$ 82,844,322
Commonwealth's Share of the Town's Net Pension Liability	119,659,447	108,153,939	82,844,322
Town's Net Pension Liability	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
 Town's Expense and Revenue Recognized for the Commonwealth's Support	 \$ 12,206,048	 \$ 8,772,247	 \$ 5,755,593
 Plan Fiduciary Net Position as a Percentage of Total Net Pension Liability	 52.73%	 55.38%	 61.64%

(1) Amounts presented were determined as of June 30 of the prior year

(2) Data is being accumulated annually to present 10 years of the reported information

**TOWN OF NATICK, MASSACHUSETTS
REQUIRED SUPPLEMENTARY INFORMATION
YEAR ENDED JUNE 30, 2017**

OTHER POSTEMPLOYMENT BENEFITS SCHEDULES

SCHEDULES OF FUNDING PROGRESS

Actuarial Valuation Date	Actuarial Value of Assets (A)	Actuarial Accrued Liability (AAL) Projected Unit Credit (B)	Unfunded AAL (UAAL) (B-A)	Funded Ratio (A/B)	Covered Payroll (C)	UAAL as a Percentage of Covered Payroll ((B-A)/C)
07/01/16	\$ -	\$ 168,522,721	\$ 168,522,721	0.00%	\$ 66,125,946	255%
07/01/14	-	125,121,360	125,121,360	0.00%	62,012,283	202%
07/01/12	-	120,981,624	120,981,624	0.00%	51,510,389	235%

The significant change to the methods and assumptions used in the actuarial valuations identified above that impacted trends in the schedules of funding progress is the change in mortality, and changes in assumptions, including participation, percent married, retirement, and disability increases in the July 1, 2016 valuation.

TOWN OF NATICK, MASSACHUSETTS
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2017

NOTE A BUDGETARY – GAAP RECONCILIATION

For budgetary financial reporting purposes, the Uniform Massachusetts Accounting System basis of accounting (established by the Commonwealth) is followed, which differs from the GAAP basis of accounting. A reconciliation of budgetary-basis to GAAP-basis results for the general fund for the fiscal year ended June 30, 2017 is presented below:

	Revenues	Expenditures	Other Financing Sources (Uses)	Fund Balance
Budgetary Basis as Reported on the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual	\$ 133,466,450	\$ 140,476,125	\$ (799,495)	\$ 21,073,714
<u>Adjustments and Reclassifications</u>				
To record 60-day receipts	199,713	-	-	549,616
To record tax refunds payable	1,771,216	-	-	(672,107)
To record MWPAT debt service subsidy	3,180	3,180	-	-
To record MTRS on-behalf payments	12,206,048	12,206,048	-	-
To record other expenditures	-	15,000	15,000	-
To record encumbrances and continuing appropriations		(8,571,674)	-	8,571,674
<u>Reclassifications</u>				
To reclassify the stabilization fund to the general fund for GAAP purposes	27,745	-	-	4,530,645
To reclassify the capital stabilization fund to the general fund for GAAP purposes	37,657	-	2,441,332	6,316,840
To reclassify the operating stabilization fund to the general fund for GAAP purposes	67,417	-	-	2,548,739
To reclassify the OPEB fund to the general fund for GAAP purposes	143,247	-	1,300,000	2,164,055
To reclassify the FAR stabilization fund to the general fund for GAAP purposes	12,679	-	(603,900)	2,540,478
To reclassify the technology stabilization fund to the general fund for GAAP purposes	322	-	-	105,085
GAAP Basis as Reported on the Statement of Revenues, Expenditures and Changes in Fund Balances	<u>\$ 147,935,674</u>	<u>\$ 144,128,679</u>	<u>\$ 2,352,937</u>	<u>\$ 47,728,739</u>

TOWN OF NATICK, MASSACHUSETTS
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2017

NOTE B SCHEDULE OF EMPLOYER CONTRIBUTIONS

The following methods and assumptions were used to determine the most recent actuarially determined contribution rates:

Methods:

Actuarial Cost Method
Asset Valuation Method

Entry Age Normal Cost
Fair Value

Assumptions:

Salary Increases	Based on years of service. Ranges from 7.00% decreasing to 4.50% after 9 years of service for Group 1 employees, from 7.00% decreasing to 4.75% after 9 years of service for Group 2 employees; and from 8.00% decreasing to 5.00% after 9 years of service for Group 4 Employees
Investment Rate of Return	7.50%, net of pension plan investment expense, including inflation
Inflation Rate	4.50%
Cost of Living Adjustment	3.0% of first \$12,000 Annually
Mortality	Pre-Retirement - The RP-2000 Employee Mortality Table projected generationally with Scale AA from 2005 Healthy Retiree - The RP-2000 Healthy Annuitant Mortality Table projected generationally with Scale AA from 2005 Disabled Retiree - The RP-2000 Healthy Annuitant Mortality Table set forward 3 years for males projected generationally with Scale AA from 2005
Retirement Rates	General Employees (Group 1 and 2) - 1.0% and 1.5% for males and females, respectively, beginning at age 50 ranging to 100% for both males and females ending at age 70 Police and Fire (Group 4) - 2.0% beginning at age 50 ranging to 100.0% at age 65

VOTE OF THE BOARD OF SELECTMEN

I, the Clerk of the Board of Selectmen of the Town of Natick, Massachusetts, certify that at a meeting of the board held June 25, 2018, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: to approve the sale of a \$4,487,000 2.75 percent General Obligation Bond Anticipation Note (the "Note") of the Town dated June 29, 2018, and payable December 7, 2018, to Eastern Bank at par and accrued interest, if any, plus a premium of \$21,307.77.

Further Voted: that in connection with the marketing and sale of the Note, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated June 13, 2018, and a final Official Statement dated June 20, 2018, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver a significant events disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Note for the benefit of the holders of the Note from time to time.

Further Voted: that we authorize and direct the Treasurer to establish post issuance federal tax compliance procedures in such form as the Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Note.

Further Voted: that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

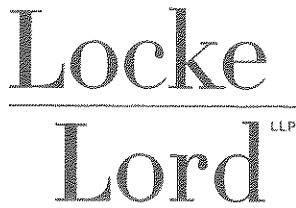
I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no

deliberations or decision in connection with the sale of the Note were taken in executive session, all in accordance with G.L. c.30A, §§18-25 as amended.

Dated: June 25, 2018

Clerk of the Board of Selectmen

AM 69391472.1



Locke Lord
111 Huntington Avenue
Boston, MA 02199
Telephone: 617-239-0100
Fax: 617-227-4420
www.lockelord.com

Selefana Kamau
Paralegal
Direct Telephone: 617-239-0244
Direct Fax: 800-432-5298
selefana.kamau@lockelord.com

June 22, 2018

BY OVERNIGHT DELIVERY

Stephen Price, Treasurer
Town of Natick
13 East Central Street
Natick, Massachusetts 01760

Re: \$4,487,000 General Obligation Bond Anticipation Notes (the "Note")
Dated and Closing: June 29, 2018

Dear Treasurer Price:

Enclosed is the Note and related closing documents for the above-referenced issue. The Note and closing documents are to be executed as follows:

1. Note – to be signed by you as the Treasurer and by the Board of Selectmen (the "Selectmen") and to be sealed with the Town seal.
2. Vote of the Board of Selectmen – to be passed at the June 25, 2018 meeting of the Selectmen and signed by the Clerk of the Board of Selectmen.
3. Signature, No Litigation and Official Statement Certificate with respect to the Note – to be signed by you as the Treasurer, by the Selectmen and by the Town Clerk and sealed with the Town seal.
4. Tax Certificate – to be signed by you as the Treasurer and by the Selectmen. Prior to execution, such signatories should read this document carefully to confirm that the facts stated therein are correct. If any of those facts are incorrect, or if any of the statements made are unclear, please telephone me at once to discuss any changes that may need to be made. Please Note that this document will be reviewed by one of our tax partners prior to the closing and such partner may suggest certain changes be made to the document. In the event that material changes are made, we will send you copies of any such changes.

5. IRS Form 8038G – to be signed by you as the Treasurer. We will take care of filing one on behalf of the Town with the IRS.
6. Significant Events Disclosure Certificate – to be signed by you as the Treasurer and by the Selectmen.

Once executed, these documents should be returned to your financial advisor at First Southwest Company, LLC by overnight delivery or as otherwise arranged with your financial advisor. For further information on returning the documents please contact Abby Jeffers.

If you should have any questions, please do not hesitate to contact me.

Very truly yours,



Sele Kamau
Paralegal

Enclosures
cc: Hilltop Securities Inc.

AM 69414704.1

Registered
Number R-1

Registered
\$4,487,000

United States of America

The Commonwealth of Massachusetts

TOWN OF NATICK

GENERAL OBLIGATION
BOND ANTICIPATION NOTE
(MUNICIPAL PURPOSE LOAN OF 2018)

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Registration and Original Issue Date</u>	<u>CUSIP</u>
2.75%	December 7, 2018	June 29, 2018	632363 J24

PRINCIPAL AMOUNT: FOUR MILLION FOUR HUNDRED EIGHTY-
SEVEN THOUSAND DOLLARS

REGISTERED OWNER: CEDE & CO.

REGISTRAR AND
PAYING AGENT: U.S. BANK NATIONAL ASSOCIATION

The Town of Natick, Massachusetts (the "Town") for value received, promises to pay to the Registered Owner of this note or registered assigns the Principal Amount specified above in lawful money of the United States of America on the Maturity Date upon presentation and surrender hereof, with interest (calculated on the basis of a 30-day month and a 360-day year) at the Interest Rate per annum, payable on the Maturity Date. This note will bear interest from the Original Issue Date.

This note certificate is the only instrument representing an issue of \$4,487,000 aggregate principal amount of notes issued by the Town pursuant to Chapter 44 of the General Laws as amended in anticipation of bonds authorized for school, water, equipment and road construction purposes.

The notes are general obligations of the Town and the full faith and credit of the Town is pledged for the payment of principal of and interest on the notes as the same shall become due.

The notes are being issued by means of a book entry system, with a note certificate immobilized at The Depository Trust Company, New York, New York

("DTC") evidencing ownership of the notes in principal amounts of \$1,000 or integral multiples thereof, and with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. Note certificates are not available for distribution to the public. The principal of and interest on this note are payable by U.S. Bank National Association, or its successor as paying agent (the "Paying Agent") for the Town, in immediately available funds to the Registered Owner of this note, as nominee of DTC. Transfer of principal and interest payments to participants of DTC is the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The Town is not responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

Unless this note certificate is presented by an authorized representative of The Depository Trust Company to the Paying Agent for registration of transfer, exchange or payment, and any note certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

In the event that (a) DTC determines not to continue to act as securities depository for the notes or (b) the Town determines that continuation of the book entry system of evidence and transfer of ownership would adversely affect the interests of the beneficial owners of the notes, the Town will discontinue the book entry system with DTC. If the Town fails to identify another qualified securities depository to replace DTC, the Paying Agent will authenticate and deliver replacement notes in the form of fully registered certificates.

This note is transferable only upon the registration books kept by the Paying Agent as registrar, but only in a manner which will maintain immobilization of note certificates at one or more securities depositories. This note may not be transferred or exchanged in a manner which would involve the delivery of note certificates to the beneficial owners unless the book entry system has been discontinued by the Town in accordance with the terms of this note, in which case replacement notes may be issued in accordance with law and such procedures as the Town shall deem appropriate.

The Town hereby covenants that it will take all lawful action necessary to comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the notes in order that interest on the notes be and continue to be excluded from gross income for federal income tax purposes and it will refrain from taking any action that would cause interest on the notes to become included in gross income for federal income tax purposes.

In connection with the offering of the notes the Town has executed a Significant Events Disclosure Certificate dated as of the date hereof (as it may be amended from time to time, the "Certificate"). The Town hereby covenants to comply with the provisions of the Certificate, and reference is made to the Certificate for a description of the nature and extent of the obligations of the Town and the rights of the owners of the notes under the Certificate. The Certificate is described in the Official Statement relating to the notes. A copy of the Certificate is available from the Town upon request.

TOWN OF NATICK,
MASSACHUSETTS

By: _____
Treasurer

Countersigned:

Selectmen

(Town Seal)

LEGAL OPINION

The following opinion is based on facts and the law existing on the date of original delivery of the notes described therein.

LOCKE LORD LLP
111 Huntington Avenue
Boston, Massachusetts

Stephen W. Price, Treasurer
Town of Natick
Natick, Massachusetts

\$4,487,000
Town of Natick, Massachusetts
General Obligation Bond Anticipation Notes

We have acted as bond counsel to the Town of Natick, Massachusetts (the "Town") in connection with the issuance by the Town of the above-referenced notes (the "Notes") dated June 29, 2018 and payable December 7, 2018. In such capacity, we have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion.

As to questions of fact material to our opinion we have relied upon representations and covenants of the Town contained in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based on our examination, we are of the opinion, under existing law, as follows:

1. The Notes are valid and binding general obligations of the Town and, except to the extent they are paid from the proceeds of the bonds in anticipation of which they are issued or from any other available moneys, the principal of and interest on the Notes are payable from taxes which may be levied upon all taxable property in the Town, subject to the limit imposed by Chapter 59, Section 21C of the General Laws.

2. Interest on the Notes is excluded from the gross income of the owners of the Notes for federal income tax purposes. In addition, interest on the Notes is not a specific preference item for purposes of the federal individual alternative minimum tax. Interest on the Notes is included in computing a corporation's adjusted current earnings for taxable years beginning before January 1, 2018. In rendering the opinions set forth in this paragraph, we have assumed compliance by the Town with all requirements of the Internal Revenue Code of 1986, as amended that must be satisfied subsequent to the issuance of the Notes in order that interest thereon be, and continue to be, excluded from gross income for federal income tax purposes. The Town has covenanted to comply with all such requirements. Failure by the Town to comply

with certain of such requirements may cause interest on the Notes to become included in gross income for federal income tax purposes retroactive to the date of issuance of the Notes. We express no opinion regarding any other federal tax consequences arising with respect to the Notes.

3. Interest on the Notes is exempt from Massachusetts personal income taxes and the Notes are exempt from Massachusetts personal property taxes. We express no opinion regarding any other Massachusetts tax consequences arising with respect to the Notes or any tax consequences arising with respect to the Notes under the laws of any state other than Massachusetts.

This opinion is expressed as of the date hereof, and we neither assume nor undertake any obligation to update, revise, supplement or restate this opinion to reflect any action taken or omitted, or any facts or circumstances or changes in law or in the interpretation thereof, that may hereafter arise or occur, or for any other reason.

The rights of the holder of the Note and the enforceability of the Notes may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases

/s/ LOCKE LORD LLP

VOTE OF THE BOARD OF SELECTMEN

I, the Clerk of the Board of Selectmen of the Town of Natick, Massachusetts, certify that at a meeting of the board held June 25, 2018, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: to approve the sale of a \$4,487,000 2.75 percent General Obligation Bond Anticipation Note (the "Note") of the Town dated June 29, 2018, and payable December 7, 2018, to Eastern Bank at par and accrued interest, if any, plus a premium of \$21,307.77.

Further Voted: that in connection with the marketing and sale of the Note, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated June 13, 2018, and a final Official Statement dated June 20, 2018, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver a significant events disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Note for the benefit of the holders of the Note from time to time.

Further Voted: that we authorize and direct the Treasurer to establish post issuance federal tax compliance procedures in such form as the Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Note.

Further Voted: that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no

deliberations or decision in connection with the sale of the Note were taken in executive session, all in accordance with G.L. c.30A, §§18-25 as amended.

Dated: June 25, 2018

Clerk of the Board of Selectmen

AM 69391472.1

VOTE OF THE BOARD OF SELECTMEN

I, the Clerk of the Board of Selectmen of the Town of Natick, Massachusetts, certify that at a meeting of the board held June 25, 2018, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: to approve the sale of a \$4,487,000 2.75 percent General Obligation Bond Anticipation Note (the "Note") of the Town dated June 29, 2018, and payable December 7, 2018, to Eastern Bank at par and accrued interest, if any, plus a premium of \$21,307.77.

Further Voted: that in connection with the marketing and sale of the Note, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated June 13, 2018, and a final Official Statement dated June 20, 2018, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver a significant events disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Note for the benefit of the holders of the Note from time to time.

Further Voted: that we authorize and direct the Treasurer to establish post issuance federal tax compliance procedures in such form as the Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Note.

Further Voted: that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no

deliberations or decision in connection with the sale of the Note were taken in executive session, all in accordance with G.L. c.30A, §§18-25 as amended.

Dated: June 25, 2018

Clerk of the Board of Selectmen

AM 69391472.1

(Please Note: The following statements are an essential part of the permanent record. Read them carefully before signing this certificate. Advise Locke Lord LLP of any inaccuracy.)

Town of Natick, Massachusetts
\$4,487,000 General Obligation Bond Anticipation Notes
dated June 29, 2018

SIGNATURE, NO LITIGATION AND OFFICIAL STATEMENT CERTIFICATE

A. Certificate of Authorized Officers. We, the Treasurer and Selectmen of the Town of Natick, Massachusetts (the "Town"), certify that we have signed the \$4,487,000 2.75 percent General Obligation Bond Anticipation Note (the "Notes") of the Town dated June 29, 2018 and payable December 7, 2018. A book entry system is being used to evidence ownership and transfer of the Notes on the records of The Depository Trust Company ("DTC"). The Notes are issued in the form of a single Note for the full principal amount, registered in the name of "CEDE & CO." as nominee for DTC and immobilized in the custody of DTC. The Note bears the Town seal, which is also affixed to this certificate.

We, the said officers, also certify as follows:

1. Authority. The Notes are issued in the respective amounts set forth below in anticipation of the sale of bonds authorized pursuant to the following statutes and votes of the Town and a vote of the Selectmen duly adopted on June 25, 2018:

- (a) \$2,975,000 - \$2,975,000 Kennedy Middle School Feasibility Study Bonds under G.L. c.44, §7(7) and a vote of the Town passed October 24, 2017 (Article 17);
- (b) \$350,000 - \$1,000,000 Roadway and Sidewalk Bonds under G.L. c.44, §7(1) and a vote of the Town passed April 24, 2018 (Article 14, Motion B, Item 2);
- (c) \$350,000 - \$350,000 Fire Department Equipment (SCBA Gear) Bonds under G.L. c.44, §7(1) and a vote of the Town passed October 17, 2017 (Article 9, Motion B, Item 7);
- (d) \$320,000 - \$320,000 Elm Bank Chlorine Gas Scrubber Bonds under G.L. c.44, §7(1) and a vote of the Town passed October 17, 2017 (Article 9, Motion C, Item 9);
- (e) \$150,000 - \$500,000 Ground Water Well Bonds under G.L. c.44, §8(4) and a vote of the Town passed April 24, 2018 (Article 14, Motion D, Item 2);
- (f) \$125,000 - \$125,000 SCADA Equipment Upgrade Bonds under G.L. c.44,

§7(1) and a vote of the Town passed October 17, 2017 (Article 9, Motion C, Item 8);

- (g) \$75,000 - \$2,500,000 Roadway Improvement (Washington Avenue) Bonds under G.L. c.44, §7(1) and a vote of the Town passed April 24, 2018 (Article 14, Motion B, Item 3);
- (h) \$75,000 - \$850,000 Water Main (East Central) Bonds under G.L. c.44, §8(5) and a vote of the Town passed April 24, 2018 (Article 14, Motion D, Item 3); and
- (i) \$67,000 - \$667,000 Water Main (Fox Hill Drive) Bonds under G.L. c.44, §8(5) and a vote of the Town passed April 24, 2018 (Article 14, Motion D, Item 1).

2. Description and Purpose of Notes. The Town is issuing and delivering the Notes simultaneously with the delivery of this certificate. The following amounts of the issue are for the following purposes:

<u>Amount</u>	<u>Purpose</u>
\$2,975,000	Kennedy Middle School feasibility study, design and development work
\$350,000	roadway and sidewalk construction
\$350,000	fire department equipment
\$320,000	chlorine gas scrubber
\$150,000 -	Ground Water Well Bonds
\$125,000	SCADA equipment upgrades
\$75,000	Washington Avenue road improvements
\$75,000	East Central water main
\$67,000	Fox Hill Drive water main

3. Other Debt. No other debt has been incurred under those votes.

4. Consolidated Issue. The Notes constitute a consolidated issue for purposes of G.L. c. 44, §16.

5. Approval of Sale. We approve the sale of the Notes to Eastern Bank (the "Purchaser") at par and accrued interest, if any, plus a premium of \$21,307.77.

B. Delivery and Receipt. I, the Treasurer, further certify that the Notes were delivered on this date and that the full purchase price including accrued interest for the period, if any, from the date of the Notes to this date was received from the Purchaser on or before this date.

C. Certification Regarding Official Statement. I, the Treasurer, certify as follows:

(a) I have reviewed the Preliminary Official Statement dated June 13, 2018 (the "Preliminary Official Statement") and the Official Statement dated June 20, 2018 (the "Official Statement") relating to the sale of the Notes.

(b) To the best of my knowledge and belief, the Preliminary Official Statement did not, as of its date and as of the date of sale of the Notes, and the Official Statement (excluding the price or yield on the cover page, as to which no view is expressed) did not as of its date and does not as of this date (which is the date of delivery of the Notes), contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(c) Since the date of the Official Statement there has been no material adverse change in the financial condition or affairs of the Town except as set forth in or contemplated by the Official Statement.

D. Debt Limit. I, the Treasurer, certify that at the time of their authorization, the Notes and the bonds in anticipation of which they are issued were and on the date hereof are within every applicable debt and other limit prescribed by law or otherwise.

E. Certificate of Town Clerk. I, the Town Clerk, certify as follows:

(a) Signatures and Incumbency. The signatures of the Treasurer and Selectmen as appearing below are the genuine signatures of the persons who executed the Notes and who held those offices when the Notes were signed and when the Notes were delivered.

(b) Open Meeting Law. Except for the town meetings called pursuant to G.L. c.39, §10, all proceedings essential to the issue of the Notes and the authorization of the bonds and deliberations of a quorum relating thereto have been taken at a meeting or meetings open to the public; notice of each such meeting was filed in my office and publicly posted in the time and manner set forth in the General Laws, as amended, in effect at the time of each such meeting (Chapter 39, §23B for proceedings occurring prior to July 1, 2010 and Chapter 30A, §§18-25 for proceedings occurring on or after July 1, 2010) or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b); no deliberations, decision or vote in connection with the Notes or bonds were taken in executive session and no vote was taken by secret ballot; and the official record of each such meeting was made available to the public and remains available to the public as set forth in G.L. c.39, §23B or c.30A, §§18-25, as applicable.

(c) Proceedings. No proceeding essential to the issue of the Notes or bonds has been repealed or amended except as stated in paragraph (1) above and no proceedings have been taken relating to the Notes or bonds other than those certified to Locke Lord LLP.

(d) Bylaws. The bylaws described below are the only bylaws or standing votes of the Town affecting the authorization, sale or issue of the Notes or bonds, including the calling and conduct of town meetings, or the use of assessments or other charges imposed to pay for any project financed by the Notes, and there has been no change therein affecting those matters in any way except as may be indicated below:

Town of Natick By-Laws, Revised Edition, with amendments
through January 22, 2007, as certified to Locke Lord LLP on April
11, 2018.

(e) Home Rule. The Town has not amended its home rule charter adopted March 17, 1980, except for the amendments through March 27, 2012 and the Town has not amended or repealed any special law relating to the Town through the use of home rule procedures except by adoption of the charter.

(f) No Referendum. No petition for a referendum has been filed with respect to any of the proceedings essential to the issue of the Notes or the bonds.

[Remainder of page intentionally left blank; signature page follows.]

F. No Litigation; No Financial Interest. All of the undersigned certify that there has been no litigation affecting the validity of the Notes or bonds or the power of the Town to levy and collect taxes to pay them; that none is pending or to our knowledge threatened; that neither the corporate existence nor boundaries of the Town nor the title of any of us to our respective offices is being contested; and that none of us and, to the best of our knowledge, no other official of the Town has any direct or indirect financial interest in or relationship with the Purchaser.

Date: June 29, 2018
(Date of delivery of and
payment for the Notes)

Selectmen

Treasurer

Town Clerk

(Town Seal)

AM 69406813.1

Please Note: The following statements are an essential part of the permanent bond record. Read them carefully before signing this certificate. Advise Locke Lord LLP of any inaccuracy.)

TAX CERTIFICATE

This Tax Certificate is executed and delivered by the Town of Natick, Massachusetts (“Issuer”), in connection with the issuance of \$4,487,000 stated principal amount of its General Obligation Bond Anticipation Notes dated the Issue Date (“Issue”). The Issue is issued pursuant to Votes duly adopted by the Issuer and the Massachusetts General Laws. Pursuant to Reg §§ 1.141-2(d)(1) and 1.148-2(b)(2)(i), the Issuer certifies, covenants, warrants and represents as follows in connection with the issuance of the Issue:

ARTICLE I. IN GENERAL

1.1 Delivery of the Notes of the Issue. On the Issue Date, in exchange for receipt of good funds, the Issuer is delivering the notes of the Issue to the Successful Bidder, for resale to the Public.

1.2 Purpose of Tax Certificate. The Issuer is delivering this Tax Certificate to Bond Counsel, with the understanding that Bond Counsel will rely in part upon this Tax Certificate in rendering its opinion that interest on the Issue is excluded from gross income for federal income tax purposes under Section 103.

1.3 Definitions and References. All capitalized terms used in this Tax Certificate include either the singular or the plural. All terms used in this Tax Certificate, including terms specifically defined, shall be interpreted in a manner consistent with Sections 103 and 141-150 and the applicable Regulations thereunder except as otherwise specified. Capitalized terms used and not otherwise defined herein and in the exhibits hereto and in the schedules and attachments to those exhibits shall have the respective meanings set forth in Appendix A and Appendix B hereto. Reference to a Section means a section of the Code. Reference by number only (for example, “2.10”) means that numbered paragraph of this Tax Certificate.

1.4 Purpose of Financing. The Issue is being issued to provide funds (i) to finance on a “new money” basis the capital costs of certain municipal projects as more fully described in the Signature Certificate, including the payment of Capitalized Interest, if any (“Projects”) and Funded Interest, if any, relating to the Issue, and (ii) to pay Issuance Costs and other common costs of the Issue.

1.5 Single Issue. The notes of the Issue were sold to the Successful Bidder on the Sale Date. No other governmental obligations of the Issuer which are expected to be paid out of substantially the same source of funds as the Issue have been or will be sold within the 31-day period beginning 15 days before the Sale Date pursuant to the same plan of financing as the Issue.

1.6 Reliance. With respect to certain matters contained in this Tax Certificate, the Issuer specifically relies upon the certifications of the Successful Bidder set forth in Exhibit A, the certifications of the Municipal Advisor set forth in Exhibit B, and upon the certifications set forth in the other exhibits attached hereto or as otherwise described herein. The Issuer is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in this Tax Certificate including the exhibits hereto.

ARTICLE II. GENERAL TAX LIMITATIONS

2.1 Application of Sale Proceeds and Certain Other Moneys. On the Issue Date, the Sale Proceeds, \$4,509,479.87, less an underwriter's discount of \$1,172.10, will be deposited to the General Fund and applied as follows:

Projects	\$4,487,000.00
Issuance Costs	14,842.00
Payment of a portion of the interest on the Issue due December 7, 2018	<u>6,465.77</u>
TOTAL:	\$4,508,307.77

Investment Proceeds earned on the amounts in the General Fund will be commingled with substantial tax and other revenues of the Issuer, and are expected to be expended for operating or other expenses of the Issuer within six months after deposit of the Investment Proceeds therein. Pursuant to Reg § 1.148-6(d)(6), all such Investment Proceeds will be treated as expended when so commingled.

2.2 Expenditure of Gross Proceeds. For purposes of this Tax Certificate, Sale Proceeds and, to the extent not deemed expended as described in 2.1, Investment Proceeds will be treated as spent when they are used to pay or reimburse disbursements by the Issuer that are (i) capital expenditures, including any Capitalized Interest, if any and to the extent allowable, (ii) Issuance Costs, (iii) Funded Interest, (iv) initial operating expenses directly associated with the Projects (in aggregate amount not exceeding 5% of the Sale Proceeds), or (v) other miscellaneous expenditures described in Reg § 1.148-6(d)(3)(ii).

The Issuer hereby certifies that no disbursement to be paid or reimbursed from Gross Proceeds shall have been previously paid or reimbursed from the proceeds of any other obligation, whether issued by the Issuer or any other party.

To the extent that Sale Proceeds will be applied to reimburse expenditures made by the Issuer prior to the Issue Date, the Issuer hereby certifies that such expenditures either (i) constitute capital expenditures incurred not earlier than 60 days prior to the applicable Vote, which Votes constitute the Issuer's declarations of official intent to issue debt to finance the costs of the Projects, or (ii) constitute Preliminary Expenditures to the extent permitted by Massachusetts law.

The Issuer further certifies that any such reimbursement described in clause (i) of the preceding sentence shall be made no later than the later of 18 months after the date of the

expenditure or the date on which the Project component to which such expenditure relates is placed in service, but in no event later than 3 years after the date of such expenditure.

2.3 Governmental Bond Status. Absent an Opinion of Bond Counsel, the Issuer will not loan more than 5% of the Proceeds to one or more Nongovernmental Persons. Absent an Opinion of Bond Counsel, the Issuer has not allowed and will not allow more than 10% of the Proceeds or the Projects to be used directly or indirectly by any Nongovernmental Person in any trade or business, other than as a member of the general public, and has not allowed and will not allow more than 5% of the Proceeds or Projects to be so used to the extent such use is unrelated or disproportionate to the governmental uses thereof. Absent an Opinion of Bond Counsel, for purposes of this 2.3, a Nongovernmental Person will be treated as “using” Proceeds or the Projects to the extent the Nongovernmental Person:

- (i) borrows Proceeds of the Issue;
- (ii) uses any portion of the Projects as owner, lessee, service provider, operator, or manager;
- (iii) acquires the output of the Projects; or
- (iv) enters into any other arrangement that provides a special legal entitlement or special economic benefit to a Nongovernmental Person.

As of the Issue Date, the Issuer certifies that there are no contracts or other arrangements for any such use of any component of the Projects by any party other than a Governmental Unit. Absent an Opinion of Bond Counsel, the Issuer will not enter into any contract or other arrangement after the Issue Date for any such use of any component of the Projects by any party other than a Governmental Unit.

2.4 Qualified Equity. The Issuer reasonably expects that a portion of the cost of the Projects being financed and/or refinanced in part with the Sale Proceeds will be paid from Qualified Equity. The Issuer intends that the undivided portion or portions of any of the Projects paid with Qualified Equity may be used for Private Business Use without restriction. Qualified Equity will be allocated to any Private Business Use of the Projects before any Proceeds are allocated to any such Private Business Use. To the extent that Private Business Use of the Projects ever exceeds the applicable limitation under the “private business tests” imposed pursuant to Section 141(b), the Issuer hereby allocates Qualified Equity to the Projects. In addition, the Issuer reserves the right to allocate this Qualified Equity to the Projects if and as needed in the future.

2.5 Change in Use. The Issuer reasonably expects to use all Proceeds and all facilities that are financed and refinanced therewith as set forth in 2.3 of this Tax Certificate for the entire stated term to maturity of the Issue. Absent an Opinion of Bond Counsel, the Issuer in fact will use all Proceeds and each facility financed and refinanced therewith as set forth in 2.3 of this Tax Certificate.

2.6 Registered Form. The notes of the Issue are being issued in registered form.

2.7 Federal Guarantee. The Issuer will not directly or indirectly use or permit the use of any Proceeds or any other funds of the Issuer or any related party or take or omit to take any action that would cause the notes of the Issue to be obligations that are “federally guaranteed.” In furtherance of this covenant, the Issuer will not allow the payment of principal or interest with respect to the Issue to be guaranteed (directly or indirectly) in whole or in part by the United States or any agency or instrumentality thereof. Except as provided in the next sentence, the Issuer will not use 5% or more of the Proceeds to make or finance loans the payment of principal or interest with respect to which is guaranteed in whole or in part by the United States or any agency or instrumentality thereof, nor will it invest 5% or more of the Proceeds in federally insured deposits or accounts. The preceding sentence shall not apply to (i) investments in the portions of the General Fund described in 3.5 during the temporary period described therein, (ii) investments in the Bona Fide Debt Service Fund, and (iii) investments in obligations issued by the United States Department of Treasury.

2.8 Information Reporting. The Issuer will cause a properly completed and executed IRS Form 8038-G to be filed with respect to the Issue no later than the 15th day of the second month of the calendar quarter immediately following the calendar quarter of the Issue Date.

2.9 No Pooling. The Issuer will not use any Proceeds directly or indirectly to make or finance loans to two or more ultimate borrowers.

2.10 No Hedge Bonds. The Issuer reasonably expects that more than 85% of Net Sale Proceeds of the Issue will be expended for the governmental purposes thereof within three years after the Issue Date. Not more than 50% of the Proceeds will be invested at a substantially guaranteed yield for four years or more.

2.11 Useful Life. The weighted average maturity of the Issue is 0.439 years, which does not exceed 120% of the remaining average reasonably expected economic life of the assets comprising the Projects.

ARTICLE III. ARBITRAGE GENERAL

3.1 Reasonable Expectations. This Article III states the Issuer’s reasonable expectations with respect to the amounts and uses of Proceeds and certain other moneys.

3.2 Issue Price of the Issue. On the Issue Date, the Issuer is delivering the notes of the Issue to the Successful Bidder in exchange for an aggregate payment of \$4,508,307.77 (which represents the total amount of Sale Proceeds, \$4,509,479.87, less an underwriter’s discount of \$1,172.10). As reflected in Exhibit B, the Municipal Advisor has certified that the competitive sale requirements (as defined in the Notice of Sale) were met with respect to the notes of the Issue. Accordingly, based on the advice of the Successful Bidder as set forth in Exhibit A, the Issue Price of the Issue is \$4,509,479.87, which is the reasonably expected initial offering prices to the Public for the notes of the Issue.

3.3 Funds and Accounts. The Issuer will use certain portions of its General Fund (or accounts or subaccounts within the General Fund) to hold certain of the Proceeds, as more particularly described in this Article III. The Issuer does not expect that either it or any other

person benefiting from the issuance of the Issue will use any moneys in any fund or account other than the Bona Fide Debt Service Fund to pay debt service on the Issue; nor is any other fund or account so pledged as security for the Issue that there is a reasonable assurance that amounts held in such other fund or account will be available if needed to pay debt service on the Issue.

3.4 Bona Fide Debt Service Fund.

3.4.1 Payment of the Issue. The notes of the Issue are general obligations of the Issuer payable from revenues available therefor pursuant to the Massachusetts General Laws, from a portion of the Sale Proceeds and Investment Proceeds, and from the proceeds of future issues of bond anticipation notes or longer-term obligations.

3.4.2 Revenues. Except for the debt service to be paid from a portion of the Sale Proceeds, Investment Proceeds, and the proceeds of future issues of bond anticipation notes or longer term obligations, payments of debt service on the Issue is expected to be derived from current revenues of the Issuer and current revenues are expected to equal or exceed such amount of debt service on the Issue during the payment period.

3.4.3 Match Between Revenues and Debt Service. The portions of the Issuer's General Fund that are reasonably expected to be used to pay debt service on the Issue (such portions of the Issuer's General Fund being referred to herein as the "Debt Service Fund") will be allocated to the payment of debt service on the Issue on a "first in, first out" (FiFo) basis. Accordingly, the Debt Service Fund will be used primarily to achieve a proper matching of revenues and debt service within the Bond Year. Amounts in the Debt Service Fund will be invested without regard to yield.

3.5 Three-Year Temporary Period. A portion of the Sale Proceeds in the amount of \$4,487,000.00, will be deposited in the General Fund for the purpose of paying costs of the Projects. The Issuer's expenditure expectations with respect to the Proceeds allocable to the Projects are reflected in Exhibit C. The Issuer reasonably expects that at least 85% of the Net Sale Proceeds will be spent to pay costs of the Projects within three years from the Issue Date. The Issuer heretofore has incurred or within six months hereafter will incur a binding obligation to one or more unrelated parties involving an expenditure of not less than 5% of Net Sale Proceeds. Completion of the Projects and allocations of Net Sale Proceeds and Investment Proceeds to costs of the Projects will proceed with due diligence. Net Sale Proceeds allocable to paying costs of the Projects held in the General Fund, and Investment Proceeds earned thereon, will be invested without regard to yield during the period ending on the third anniversary of the Issue Date.

3.6 No Overissuance. Taking into account anticipated Investment Proceeds, the Sale Proceeds do not exceed the amount necessary to pay (i) costs of the Projects, (ii) Funded Interest, if applicable, and (iii) Issuance Costs, and other common costs of the Issue.

3.7 No Other Replacement Proceeds. Neither the Issuer nor any related person will use any Gross Proceeds directly or indirectly to replace funds of the Issuer or any related person,

which funds are or will be used directly or indirectly to acquire Investment Property reasonably expected to produce a yield that is materially higher than the Yield on the Issue.

3.8 No Expected Sale. It is not expected that the Projects or any part thereof financed and/or refinanced in whole or in part by the Issue will be sold or otherwise disposed of before December 7, 2018, the scheduled final maturity date of the Issue, except for minor portions due to normal wear or obsolescence.

ARTICLE IV. ARBITRAGE - YIELD AND YIELD RESTRICTION

4.1 Yield. The Yield on the Issue, adjusted as may be required for substantial original issue premium or discount, has been calculated by the Municipal Advisor to be 1.6012439%, as reflected in Exhibit B.

4.2 No Qualified Hedges. No contract has been, and (absent an Opinion of Bond Counsel) no contract will be, entered into such that failure to take the contract into account would distort the Yield on the Issue or otherwise would fail clearly to reflect the economic substance of the transaction.

4.3 Yield Restriction. Absent an Opinion of Bond Counsel, if the sum of (A) any Proceeds allocable to the payment of the Projects held in the General Fund after the third anniversary of the Issue Date, or, if applicable, the Issue Date of any Original Issue, plus (B) any amounts held in the Bona Fide Debt Service Fund and remaining unexpended after 13 months from the date of accumulation in such fund (excluding any amounts held for Capitalized Interest and Funded Interest), plus, if applicable, (C) any Proceeds allocable to the retirement of any Refunded Bonds and Refunded Notes held in the General Fund after 90 days from the Issue Date, plus, if applicable, (D) any Transferred Proceeds held in the General Fund after the third anniversary of any Original Issue, plus (E) any Proceeds held in the Issuer's General Fund to pay Issuance Costs after 90 days from the Issue Date, at any time in the aggregate exceeds \$100,000, the excess will be invested as follows: (i) in Investment Property with a yield not exceeding the Yield on the Issue, or such other issue of Tax-Exempt Bonds to which such amounts are then allocated as proceeds, (ii) in assets that are not treated as Investment Property (e.g., Tax-Exempt Bonds), or (iii) in assets that satisfy the requirements for Yield Reduction Payments.

ARTICLE V. REBATE

5.1 Undertakings. The Issuer hereby covenants to comply with requirements of the Code pertaining to the Rebate Requirement. The Issuer acknowledges that the United States Department of the Treasury has issued Regulations with respect to certain of these undertakings, including the proper method for computing whether any rebate amount is due the federal government under Section 148(f). (Reg §§ 1.148-1 through 1.148-11A, 1.150-1, and 1.150-2.) The Issuer further acknowledges that the United States Department of the Treasury may yet issue additional Regulations with respect to certain of these undertakings. The Issuer covenants that it will undertake to determine what is required with respect to the rebate provisions contained in Section 148(f) and said Regulations from time to time and will comply with any requirements that may apply to the Issue.

5.2 Recordkeeping. The Issuer shall maintain or cause to be maintained detailed records with respect to each Nonpurpose Investment allocable to Gross Proceeds, including: (a) purchase date; (b) purchase price; (c) information establishing fair market value on the date such investment became a Nonpurpose Investment; (d) any accrued interest paid; (e) face amount; (f) coupon rate; (g) periodicity of interest payments; (h) disposition price; (i) any accrued interest received; and (j) disposition date. Such detailed recordkeeping is required to facilitate the calculation of the Rebate Requirement.

5.3 Exceptions to the Rebate Requirement.

5.3.1 Bona Fide Debt Service Fund Exception. Based on the representations set forth in 3.4.3 and this 5.3.1, no rebate calculations need be made in respect of amounts in the Bona Fide Debt Service Fund (i) if (a) the weighted average maturity of the Issue is longer than 5 years and (b) the Issue is a Fixed Yield Issue or (ii) if clause (i) does not apply, to the extent the earnings thereon in the Bond Year are less than \$100,000.

5.3.2 Six-Month Expenditure Exception. If applicable, no rebate calculations will be required to be made with respect to the Adjusted Gross Proceeds allocable to the Refunding Portion if all such Adjusted Gross Proceeds are expended within six months of the Issue Date.

5.3.3 Eighteen-Month Expenditure Exception. In general, when applicable, no rebate calculations will be required with respect to Adjusted Gross Proceeds if the Eighteen-Month Expenditure Exception is met. The Issuer's spending expectations with respect to the Adjusted Gross Proceeds are included in Exhibit C.

5.3.4 Two-Year Construction Expenditures Exception. The Issuer reasonably expects that at least 75% of Available Construction Proceeds will be expended for Construction Expenditures with respect to the Projects. The Issuer's spending expectations with respect to the Proceeds allocable to the New Money Projects or the Projects, as applicable, are reflected in Exhibit C. In general, when applicable, no rebate calculations will be required with respect to Available Construction Proceeds if Available Construction Proceeds are spent in accordance with the Two Year Spending Exception. Additionally, Proceeds of the Issue that are used to pay Issuance Costs will be treated, together with all Investment Proceeds thereon, as satisfying the Rebate Requirement if the Two Year Spending Exception is satisfied and all such Issuance Costs are paid within twenty-four months after the Issue Date.

5.4 Rebate Requirement or Yield Reduction Payments with Respect to the Issue. The Issuer covenants to, and will, pay any Rebate Requirement or Yield Reduction Payments due with respect to the Issue within 60 days from the maturity date of the Issue or, if later, within 60 days of missing one of the spending milestones set forth in 5.3, as required by Section 148(f)(3).

ARTICLE VI. OTHER MATTERS

6.1 Expectations. The undersigned are authorized representatives of the Issuer acting for and on behalf of the Issuer in executing this Tax Certificate. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances that

would materially change the expectations as set forth herein, and said expectations are reasonable.

6.2 Covenant to Comply. The Issuer hereby covenants that it will not take or permit to be taken on its behalf any action or actions that would adversely affect the exclusion from federal income taxation of interest on the Issue and will take or require to be taken such acts as may reasonably be within its ability and as may from time to time be required under applicable law to maintain the exclusion from federal income taxation of interest on the Issue.

6.3 Post Issuance Compliance Procedures. The Issuer has on file written procedures to monitor compliance with the arbitrage Yield restriction and rebate requirements of Section 148 after the Issue Date. The Issuer also has on file written procedures to ensure that all Nonqualified Bonds are remediated in accordance with Reg § 1.141-12. The Issuer will monitor the expenditure of Gross Proceeds and the use of facilities financed and/or refinanced by the Issue, and will undertake, if necessary, any available measures under Reg § 1.141-12 to ensure compliance after the Issue Date with the applicable covenants contained in herein.

6.4 Record Retention. In order to ensure that interest on the Issue continues to be excluded from gross income for federal tax law purposes, the Issuer acknowledges that records should be maintained to support the representations, certifications and expectations set forth in this Tax Certificate (including the exhibits hereto) at least until the date three (3) years after the later of (a) the date on which the Issue is retired, or (b) the date on which the last of the Refunding Obligations is retired. In addition to the items described in 5.2, records to be retained include, but are not limited to:

(i) basic records and documents relating to the Issue, and, when applicable, the Prior Issues and any Qualified Equity relating to the Projects;

(ii) documentation evidencing the expenditure of the Proceeds and, when applicable, Proceeds of the Prior Issues;

(iii) documentation evidencing the use of the Projects or any component thereof by public and private sources (i.e., copies of management contracts, research agreements, leases, etc.);

(iv) documentation evidencing all sources of payment or security for the Issue and, when applicable, the Prior Issues;

(v) documentation evidencing compliance with the timing and allocation of expenditures of the Proceeds, and, when applicable, Proceeds of the Prior Issues and any Qualified Equity relating to the Projects; and

(vi) records of all amounts paid to the United States in satisfaction of the Rebate Requirement for the Issue and IRS Forms 8038-T (or successor forms thereto) related to such payments or to Yield Reduction Payments.

6.5 Amendments. Notwithstanding any other provision of this Tax Certificate, the Issuer may amend this Tax Certificate and thereby alter any actions allowed or required by this Tax Certificate if such amendment is signed by an authorized officer and is supported by an Opinion of Bond Counsel.

[Remainder of page intentionally left blank; signature page follows.]

6.6 Survival of Payment or Defeasance. Notwithstanding any provision in this Tax Certificate or in any other agreement or instrument relating to the Issue to the contrary, the obligation to remit the Rebate Requirement, if any, to the United States Department of the Treasury and to comply with all other requirements contained in this Tax Certificate shall survive payment or defeasance of the Issue.

Dated: June 29, 2018

TOWN OF NATICK, MASSACHUSETTS

By: _____
Treasurer

By: _____

Selectmen

APPENDIX A GENERAL DEFINITIONS

For purposes of the Tax Certificate to which this Appendix A is attached, and the exhibits to the Tax Certificate and any schedules or attachments to those exhibits, the following capitalized terms have the following meanings:

Adjusted Gross Proceeds generally means Gross Proceeds, less amounts held in the Bona Fide Debt Service Fund.

Available Construction Proceeds has the meaning set forth in Reg § 1.148-7(i) and generally means all Sale Proceeds reduced by Issuance Costs or, if applicable, all Sale Proceeds allocable to the Nonrefunding Portion, reduced by Issuance Costs allocable to the Nonrefunding Portion financed with Sale Proceeds, plus all Investment Proceeds earned thereon before the earlier of two years after the Issue Date or substantial completion of the New Money Projects or Projects, as applicable. In determining the amount of Available Construction Proceeds as of any date, there shall be included the amount of investment earnings reasonably expected after such date, together with investment earnings actually received or accrued as of such date.

Bona Fide Debt Service Fund has the meaning set forth in Reg § 1.148-1(b) and generally means the Debt Service Fund identified in 3.4.3.

Bond Counsel means Locke Lord LLP or, if applicable, another law firm with a nationally recognized public finance practice.

Bond Notice of Sale means, when applicable, the separate Notice of Sale for the bonds of the Issue.

Bond Purchaser means, when applicable, an entity that purchases the bonds of the Issue, or, when applicable, a Prior Issue, for its own account without a present intent to resell.

Capitalized Interest means interest on the Issue, or, when applicable, a Prior Issue, from the Issue Date to the placed in service date of the Projects, that is properly capitalized in the cost of the Projects under general federal income tax principles.

Code means the Internal Revenue Code of 1986, as amended.

Construction Expenditures has the meaning set forth in Reg § 1.148-7(g)(1) and generally means capital expenditures that are allocable to the cost of real property or constructed personal property and includes costs of reconstruction and rehabilitation, but does not include costs of acquiring any interest in land or other existing real or personal property.

Debt Service Fund means the Debt Service Fund described in Article III.

Deliberate Action has the meaning set forth in Reg § 1.141-2(d)(3) and generally means any action taken by the Issuer that is within its control, but excludes (i) an involuntary or

compulsory conversion under Section 1033 or (ii) an action taken in response to a regulatory directive made by the federal government.

Eighteen Month Spending Exception has the meaning set forth in Reg § 1.148-7(d) and generally means Adjusted Gross Proceeds are spent at least as quickly as follows:

15% within six months after the Issue Date

60% within twelve months after the Issue Date

100% within eighteen months after the Issue Date

The requirement that 100% of Adjusted Gross Proceeds be spent within eighteen months after the Issue Date will be met if at least 95% of Adjusted Gross Proceeds is spent within eighteen months and the remainder is held as a Reasonable Retainage, as permitted by contracts with the Issuer's contractors, and such remainder is spent within thirty months after the Issue Date.

Fixed Yield Bond has the meaning set forth in Reg § 1.148-1(b) and generally means any bond whose yield is fixed and determinable on its Issue Date.

Fixed Yield Issue has the meaning set forth in Reg § 1.148-1(b) and generally means any issue of which each bond of the issue is a Fixed Yield Bond.

Funded Interest means interest on the Issue, or, when applicable, a Prior Issue, other than Capitalized Interest, through the later of three years after the Issue Date or one year after the first component of the Projects is placed in service as set forth in Reg § 1.148-6(d)(3)(ii)(A)(3).

General Rule Maturities means, when applicable, those Maturities listed in Schedule A to the Issue Price Certificate attached to this Tax Certificate as the general rule maturities.

Governmental Person has the meaning set forth in Reg § 1.141-1(b) and generally means a Governmental Unit.

Governmental Unit means a State or Local Governmental Unit.

Gross Proceeds has the meaning set forth in Reg § 1.148-1(b) and generally means all proceeds derived from or relating to the Issue, or, when applicable, a Prior Issue, including Proceeds and Replacement Proceeds.

Guidelines means Reg § 1.141-3(b)(4) and Revenue Procedure 2017-13 or any applicable predecessor or successor thereto.

Hold-the-Offering-Price Maturities means, when applicable, those Maturities listed in Schedule A to the Issue Price Certificate attached to this Tax Certificate as the hold-the-offering-price maturities.

Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after

the Sale Date, or (ii) the date on which the Successful Bidder sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the initial offering price for such Hold-the-Offering-Price Maturity.

Investment Proceeds has the meaning set forth in Reg § 1.148-1(b) and generally means earnings received from investing and reinvesting Proceeds and from investing and reinvesting such earnings.

Investment Property has the meaning set forth in Section 148(b)(2) and generally means any security or obligation, any annuity contract, or any other investment-type property, but does not include any Tax-Exempt Bond.

Issuance Costs has the meaning set forth in Reg § 1.150-1(b) and generally means costs, to the extent incurred in connection with, and allocable to, the issuance of the Issue within the meaning of Section 147(g), and includes: underwriters' spread; counsel fees; financial advisory fees; credit rating fees; trustee fees; paying agent fees; bond registrar, certification, and authentication fees; accounting fees; printing costs; public approval process costs; engineering and feasibility study costs; and similar costs.

Issue Date has the meaning set forth in Reg § 1.150-1(b) and generally means the date the Issue, or, when applicable, a Prior Issue, was delivered to the Underwriter or Purchaser thereof and payment was received therefor.

Issue Price has the meaning set forth in Reg § 1.148-1(f) and generally means (i) the Expected Offering Price of a Successful Bidder/Successful Bond Bidder/Successful Note Bidder, (ii) the amount paid by the Purchaser for the Issue, the notes of the Issue, and/or the bonds of the Issue, and/or (iii) the price at which at least 10% of each maturity of the General Rule Maturities were sold by the Successful Bidder/Successful Bond Bidder/Successful Note Bidder, all as set forth in Exhibit A, or, when applicable, the sum of the applicable clauses above.

Maturity means bonds and/or notes of the Issue with the same credit and payment terms. Bonds and/or notes of the Issue with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate maturities.

Minor Portion has the meaning set forth in Section 148(e) and generally means any amount of Gross Proceeds that does not exceed the lesser of (i) 5% of the Proceeds or (ii) \$100,000.

Net Sale Proceeds has the meaning set forth in Reg § 1.148-1(b) and generally means the Sale Proceeds allocable to the Nonrefunding Portion, less the portion of those Sale Proceeds invested in a reasonably required reserve or replacement fund pursuant to Section 148(d) or as part of the Minor Portion.

Nongovernmental Person means a natural person or any artificial person, including a corporation, partnership, trust or other entity, other than a Governmental Person. Nongovernmental Person includes the United States and any agency or instrumentality of the United States.

Nonpurpose Investment means any Investment Property in which Gross Proceeds are invested that is not a Purpose Investment.

Nonqualified Bonds has the meaning set forth in Reg § 1.141-12(j) and generally means the portion of outstanding bonds of an Issue that, as of the date of a Deliberate Action, would not meet the private business use test in Section 141(b) or the private loan financing test in Section 141(c).

Nonrefunding Portion means, when applicable, the portion of the Issue or the Prior Issue, as applicable, that is not allocable to the Refunding Portion.

Note Notice of Sale means, when applicable, the separate Notice of Sale for the notes of the Issue.

Note Purchaser means, when applicable, an entity that purchases the notes of the Issue, or, when applicable, a Prior Issue, for its own account without a present intent to resell.

Notice of Sale means the Notice of Sale, or, when applicable, collectively the Bond Notice of Sale and Note Notice of Sale, attached as Attachment 1 to Exhibit B.

Opinion of Bond Counsel means a written opinion of nationally recognized bond counsel, delivered to the Issuer, to the effect that the exclusion from gross income for federal income tax purposes of interest on the Issue will not be adversely affected.

Original Issues means, when applicable, collectively, the portions of the Refunded Bonds and/or Refunded Notes and the issues that were issued to finance the Projects on a “new money” basis and any other obligations all or a portion of which were issued to finance the Projects on a new money basis which have been ultimately refinanced by this Issue.

Preliminary Expenditures has the meaning set forth in Reg § 1.150-2(f)(2) and generally means architectural, engineering, surveying, soil testing, Issuance Costs, including, when applicable, Issuance Costs allocable to the Nonrefunding Portion, and similar costs paid with respect to the Projects in an aggregate amount not exceeding 20% of the Issue Price of the Issue, or, when applicable, the Issue Price of the Issue allocable to the Nonrefunding Portion. However, Preliminary Expenditures do not include land acquisition, site preparation or similar costs incident to the commencement of construction.

Prior Issue(s) means, when applicable, individually or collectively, the Original Issues and each series of exclusively current refunding obligations all or a portion of which were thereafter issued to refinance the Original Issues.

Private Business Use has the meaning set forth in Reg § 1.141-3(a) and generally means use (directly or indirectly) in a trade or business carried on by any Nongovernmental Person other than use (i) as a member of, and on the same basis as, the general public or (ii) pursuant to the Guidelines or the Research Guidelines. Any activity carried on by a Nongovernmental Person (other than a natural person) shall be treated as a trade or business.

Proceeds has the meaning set forth in Reg § 1.148-1(b) and generally means Sale Proceeds, Investment Proceeds and Transferred Proceeds of the Issue or, when applicable, a Prior Issue.

Public has the meaning set forth in Reg § 1.148-1(f)(3)(ii) and generally means any person (including an individual, trust, estate, partnership, association, company or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

Purchaser means, when applicable, an entity that purchases the Issue, or, when applicable, a Prior Issue, for its own account without a present intent to resell.

Purpose Investment has the meaning set forth in Reg § 1.148-1(b) and generally means an investment that is acquired by the Issuer to carry out the governmental purpose of the Issue.

Qualified Equity has the meaning set forth in Reg § 1.141-6(b)(3) and generally means funds that are not derived from proceeds of a Tax-Advantaged Bond.

Reasonable Retainage has the meaning set forth in Reg § 1.148-7(h) and generally means an amount, not to exceed 5% of Available Construction Proceeds on the date 24 months after the Issue Date, that is retained for reasonable business purposes relating to the Projects, including to ensure or promote compliance with a construction contract.

Rebate Requirement means the amount of rebatable arbitrage with respect to the Issue, computed as of the last day of any Bond Year pursuant to Reg § 1.148-3.

Refunded Bonds means, when applicable, all or the portion of each of the series of bonds being refunded by the Issue, as identified in Appendix B.

Refunded Notes means, when applicable, all or the portion of each of the series of notes being refunded by the Issue, as identified in Appendix B.

Refunding Obligations means a Tax-Advantaged Bond issued to refund any portion of the Issue, including any subsequent Tax-Advantaged Bond in a series of refundings thereof.

Refunding Portion means, when applicable, the portion of the Issue allocable to the refunding of the Refunded Bonds and/or Refunded Notes, together with the portion of the Issue allocable to the financing of a ratable share of Issuance Costs and other common costs of the Issue.

Regulations or Reg means the applicable Treasury Regulations promulgated by the Secretary of the Treasury of the United States under the Code.

Replacement Proceeds has the meaning set forth in Reg § 1.148-1(c) and generally means amounts that have a sufficiently direct nexus to the Issue or to the governmental purpose of the Issue to conclude that the amounts would have been used for that governmental purpose if the

Proceeds of the Issue were not used, and includes a sinking fund, a pledged fund, and other replacement proceeds, each as defined in Reg § 1.148-1(c).

Research Guidelines means Reg §1.141-3(b)(6) and Revenue Procedure 2007-47 or any applicable successor thereto.

Sale Date has the meaning set forth in Reg § 1.150-1(c)(6) and generally means the first day on which there is a binding contract in writing for the sale of a Maturity.

Sale Proceeds has the meaning set forth in Reg § 1.148-1(b) and generally means amounts actually or constructively received from the sale of the Issue, or, when applicable, a Prior Issue.

Signature Certificate means the Signature, No Litigation and Official Statement Certificate or similar certificate prepared by Bond Counsel relating to the Issue or, when applicable, a Prior Issue.

Small Issuer Exception has the meaning set forth in Reg § 1.148-8(a) and generally means that, as of the Issue Date, the Issuer reasonably expects that the aggregate Issue Price of tax-exempt bonds (other than (a) current refunding bonds to the extent the amount thereof does not exceed the outstanding amount of the obligations to be refunded thereby and (b) qualified private activity bonds) issued and to be issued by or on behalf of the Issuer during the current calendar year will not exceed \$5,000,000 except by the lesser of (i) \$10,000,000 or (ii) the aggregate face amount of bonds, in either case attributable to financing the construction of public school facilities, as provided in Section 148(f)(4)(D)(vii). In addition, the Issuer must have the power to impose or to cause the imposition of taxes of general applicability which, when collected, may be used for the general purposes of the Issuer. The Issuer's power to impose or cause the imposition of such taxes cannot be contingent on approval by any other Governmental Unit. The Issuer cannot form or avail itself of an entity for the purpose of avoiding the volume limitation described above.

State or Local Governmental Unit has the meaning set forth in Reg § 1.103-1(a) and is generally a state or any political subdivision of a State, but excludes the United States and its agencies or instrumentalities.

Successful Bidder means, when applicable, the Successful Bidder set forth in Appendix B.

Successful Bond Bidder means, when applicable, the Successful Bond Bidder set forth in Appendix B.

Successful Note Bidder means, when applicable, the Successful Note Bidder set forth in Appendix B.

Tax-Advantaged Bond has the meaning set forth in Reg § 1.150-1(b) and generally means a tax-exempt bond or a taxable bond that provides a federal tax benefit that reduces the Issuer's borrowing costs.

Tax Certificate means the Tax Certificate to which this Appendix A is attached.

Tax-Exempt Bond means any obligation the interest on which is excluded from gross income for federal income tax purposes pursuant to Section 103, other than a “specified private activity bond” within the meaning of Section 57(a)(5)(C), as well as (i) stock in a “regulated investment company” (within the meaning of Section 852) to the extent at least 95 percent of income to the stockholder is treated as interest on Tax-Exempt Bonds and (ii) any demand deposit obligation issued by the United States Department of the Treasury pursuant to Subpart C of 31 CFR Part 344.

Transferred Proceeds has the meaning set forth in Reg § 1.148-9(b) and generally means Proceeds of a Prior Issue that become Proceeds of the Issue under the transferred proceeds allocation rule in Reg § 1.148-9(b).

Two Year Spending Exception has the meaning set forth in Reg § 1.148-7(e) and generally means Available Construction Expenditures are expended at least as quickly as follows:

10% within six months after the Issue Date

45% within twelve months after the Issue Date

75% within eighteen months after the Issue Date

100% within twenty-four months after the Issue Date

The requirement that 100% of Available Construction Proceeds be spent within twenty-four months after the Issue Date will be met if at least 95% of Available Construction Proceeds is spent within twenty-four months and the remainder is held as Reasonable Retainage, as permitted by contracts with the Issuer’s contractors, and such remainder is spent within thirty-six months after the Issue Date.

Underwriter means (i) any person, including, when applicable, a Successful Bidder/Successful Bond Bidder/Successful Note Bidder, that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the bonds and/or notes of the Issue, or, when applicable, a Prior Issue, to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of such bonds and/or notes of the Issue, or, when applicable, a Prior Issue, to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of such bonds and/or notes of the Issue, or, when applicable, a Prior Issue, to the Public).

Votes means the authorizations for the Issue specified in the Signature Certificate.

Yield has the meaning set forth in Reg § 1.148-4 for an issue and Reg § 1.148-5 for investments, and generally means, as to the Issue, or, when applicable, a Prior Issue, or Investment Property, as applicable, that discount rate which, when used in computing the present

value of all unconditionally payable payments representing principal, adjusted, as required, for any substantial discounts or premiums, interest and costs of qualified guarantees or qualified hedges, produces an amount equal to the Issue Price of the Issue, or, when applicable, a Prior Issue, or the purchase price of Investment Property, as appropriate.

Yield Reduction Payment means a “qualified yield reduction payment” to the United States Department of the Treasury that reduces the yield on Investment Property, as set forth in Reg § 1.148-5(c).

APPENDIX B ISSUE SPECIFIC DEFINITIONS

For purposes of the Tax Certificate to which this Appendix B is attached, and the exhibits to the Tax Certificate and any schedules or attachments to those exhibits, the following capitalized terms have the following meanings:

Bond Year means the period beginning on the Issue Date and ending on December 7, 2018, which is the last day on which any notes of the Issue will remain outstanding for federal tax purposes.

Issue Date means, as to the Issue, the date of this Tax Certificate, June 29, 2018.

Municipal Advisor means Hilltop Securities Inc., as municipal advisor to the Issuer in connection with the Issue.

Sale Date of the Issue is June 20, 2018.

Sale Proceeds means as to the Issue, the amount of \$4,509,479.87, comprising the stated principal amount of the Issue (\$4,487,000), plus original issue premium thereon in the amount of \$22,479.87.

Successful Bidder means Eastern Bank.

EXHIBIT A

\$4,487,000
Town of Natick, Massachusetts
General Obligation Bond Anticipation Notes
Dated June 29, 2018

ISSUE PRICE CERTIFICATE AND RECEIPT

The undersigned, on behalf of the Successful Bidder, hereby certifies as set forth below with respect to the sale of the above-captioned obligations ("Issue") of the Issuer. Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Tax Certificate to which this Exhibit A is attached.

1. Reasonably Expected Initial Offering Prices.

(a) As of the Sale Date, the reasonably expected initial offering price of the notes of the Issue to the public by the Successful Bidder is the price listed in Schedule A ("Expected Offering Price"). The Expected Offering Price is the price for the notes of the Issue used by the Successful Bidder in formulating its bid to purchase the Issue. Reflected in Schedule B is a true and correct representation of the bid provided by the Successful Bidder to purchase the Issue.

(b) The Successful Bidder was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Successful Bidder constituted a firm offer to purchase the Issue.

2. Receipt. The Successful Bidder hereby acknowledges receipt of the notes of the Issue from the Issuer and further acknowledges receipt of all certificates, opinions and other documents required to be delivered to the Successful Bidder, before or simultaneously with the delivery of such notes of the Issue, which certificates, opinions and other documents are satisfactory to the Successful Bidder.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Successful Bidder's interpretation of any laws, including specifically Sections 103 and 148 and the Regulations thereunder.

[Remainder of page intentionally left blank; signature page follows.]

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Issue, and by Locke Lord LLP in connection with rendering its opinion that the interest on the Issue is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G and other federal income tax advice that it may give to the Issuer from time to time relating to the Issue.

Dated: June 29, 2018

EASTERN BANK

By: _____
Name:
Title:

SCHEDULE A TO EXHIBIT A
EXPECTED INITIAL OFFERING PRICES TO THE PUBLIC

Town of Natick, Massachusetts
\$4,487,000 General Obligation Bond Anticipation Notes
Dated June 29, 2018

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
12/07/2018	Serial Note	2.750%	1.600%	4,487,000.00	100.501%	4,509,479.87
Total	-	-	-	\$4,487,000.00	-	\$4,509,479.87

Bid Information

Par Amount of Bonds.....	\$4,487,000.00
Reoffering Premium or (Discount).....	22,479.87
Gross Production.....	\$4,509,479.87
Total Underwriter's Discount (0.026%).....	\$(1,172.10)
Bid (100.475%).....	4,508,307.77
Total Purchase Price.....	\$4,508,307.77
Bond Year Dollars.....	\$1,969.29
Average Life.....	0.439 Years
Average Coupon.....	2.7500001%
Net Interest Cost (NIC).....	1.6679999%
True Interest Cost (TIC).....	1.6609568%

SCHEDULE B TO EXHIBIT A
UNDERWRITER'S BID

EXHIBIT B

\$4,487,000

**Town of Natick, Massachusetts
General Obligation Bond Anticipation Notes
Dated June 29, 2018**

CERTIFICATE OF THE MUNICIPAL ADVISOR

The undersigned, on behalf of the Municipal Advisor, has assisted the Issuer in soliciting and receiving bids from potential underwriters in connection with the sale of the notes of the Issue in a competitive bidding process in which bids were requested for the purchase of such notes at specified written terms set forth in the Notice of Sale, a copy of which is attached to this certificate as Attachment 1. Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Tax Certificate to which this Exhibit B is attached. The competitive sale requirements (as defined in the Notice of Sale) for the notes of the Issue were met. The Municipal Advisor further advises as follows:

1. The notes of the Issue were offered for sale at specified written terms more particularly described in the Notice of Sale, which was distributed to potential bidders.

2. The Notice of Sale was disseminated electronically through PARITY on June 13, 2018. The method of distribution of the Notice of Sale is regularly used for purposes of disseminating notices of sale of new issuances of municipal bonds, and notices disseminated in such manner are widely available to potential bidders.

3. To the knowledge of the Municipal Advisor, all bidders were offered an equal opportunity to bid to purchase the notes of the Issue so that, for example, if the bidding process afforded any opportunity for bidders to review other bids before providing a bid, no bidder was given an opportunity to review other bids that was not equally given to all other bidders (that is, no exclusive "last-look").

4. The Issuer received bids for the notes of the Issue from at least three bidders who represented that they have established industry reputations for underwriting new issuances of municipal bonds. Based upon the Municipal Advisor's knowledge and experience in acting as the Municipal Advisor for other municipal issues, the Municipal Advisor believes those representations to be accurate. Copies of any written bids received are attached to this certificate as Attachment 2. Bids not reflected in Attachment 2 were received by telephone rather than in writing.

5. The winning bidder for the notes of the Issue was the Successful Bidder, whose bid was determined to be the best conforming bid in accordance with the terms set forth in the Notice of Sale, as shown in the bid comparison attached as Attachment 3 to this certificate. The Issuer awarded the notes of the Issue to the Successful Bidder.

6. The Yield on the Issue is 1.6012439% as shown on the attached Schedule A.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Municipal Advisor's interpretation of any laws, including specifically Sections 103 and 148 and the Regulations thereunder.

[Remainder of page intentionally left blank; signature page follows.]

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate to which this certificate is attached and with respect to compliance with the federal income tax rules affecting the Issue, and by Locke Lord LLP in connection with rendering its opinion that the interest on the Issue is excluded from gross income for federal income tax purposes, in the preparation of the Internal Revenue Service Form 8038-G and in providing other federal income tax advice that it may give to the Issuer from time to time relating to the Issue. The Issuer and Locke Lord LLP may also rely on the foregoing information for purposes of determining compliance with Section 21A of Chapter 44 of the Massachusetts General Laws, if applicable. No other persons may rely on the representations set forth in this certificate without the prior written consent of the Municipal Advisor.

Dated: June 29, 2018

HILLTOP SECURITIES INC.

By: _____
Name:
Title:

ATTACHMENT 1 TO EXHIBIT B
NOTICE OF SALE

ATTACHMENT 2 TO EXHIBIT B
COPIES OF WRITTEN BIDS RECEIVED

Upcoming Calendar	Overview	Result	Excel
-------------------	----------	--------	-------

TD Securities - New York , NY's Bid



Natick (Town)
\$4,487,000 General Obligation Bond Anticipation Notes
(new money)

For the aggregate principal amount of \$4,487,000.00, we will pay you \$4,502,883.98, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate:

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
12/07/2018	4,487M	2.5000	1.6300	100.379

Bid: 100.354000
Premium: \$15,883.98
Net Interest Cost: \$33,348.38
NIC: 1.693418
Time Last Bid Received On: 06/20/2018 10:41:35 EDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: TD Securities, New York , NY
Contact: Chris Dimon
Title:
Telephone: 212-827-7171
Fax:

Issuer Name: Town of Natick Company Name: _____

Accepted By: _____ Accepted By: _____

Date: _____ Date: _____

ATTACHMENT 3 TO EXHIBIT B

BID COMPARISON

Bidder	Underwriter	Principal	Coupon Rate	Premium	Interest	Net Interest	NIC	Prorata Premium	Prorata Interest	Award	Reoffering Yield
Eastern Bank	•	\$4,487,000	2.75%	\$21,307.77	\$54,155.60	\$32,847.83	1.6680%	\$21,307.77	\$54,155.60	\$4,487,000	1.60%
TD Securities	•	\$4,487,000	2.50%	\$15,683.98	\$49,232.36	\$33,348.38	1.6934%				
Century Bank		\$2,500,000	2.70%	\$8,375.00	\$29,625.00	\$21,250.00	1.9367%				
Oppenheimer & Co., Inc.	•	\$4,487,000	3.00%	\$18,555.00	\$59,078.83	\$40,523.83	2.0578%				
Award Totals								\$21,307.77	\$54,155.60	\$4,487,000	

Weighted Average Net Interest Cost: 1.6680%

SCHEDULE A TO EXHIBIT B
PROOF OF YIELD ON THE ISSUE

Town of Natick, Massachusetts
\$4,487,000 General Obligation Bond Anticipation Notes
Dated June 29, 2018

Proof Of Bond Yield @ 1.6012439%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
06/29/2018	-	1.0000000x	-	-
12/07/2018	4,541,155.60	0.9930247x	4,509,479.87	4,509,479.87
Total	\$4,541,155.60	-	\$4,509,479.87	-

Derivation Of Target Amount

Par Amount of Bonds.....	\$4,487,000.00
Reoffering Premium or (Discount).....	22,479.87
Original Issue Proceeds.....	\$4,509,479.87

EXHIBIT C

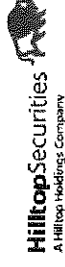
SPENDING SCHEDULE

Town of Natick, Massachusetts

\$4,487,000 General Obligation Bond Anticipation Notes

Sale Date: 6/20/2018
 Dated Date: 6/29/2018
 Delivery Date: 6/29/2018
 Due Date: 12/7/2018

Spending Schedule



Renewal Money Purpose	This Issue	Date of First Expenditure	Spent by Original Issue Date - 6/29/2018	Spent by 6/29/2018	Spent By 12/29/2019	Spent By 6/29/2020
Kennedy Middle School Design	\$2,975,000	3/15/2017	\$2,975,000	\$2,975,000	\$2,975,000	\$2,975,000
Replaces SCBA Equipment	\$350,000		\$350,000	\$350,000	\$350,000	\$350,000
SCADA Equipment Upgrade	\$125,000	N/A	\$125,000	\$125,000	\$125,000	\$125,000
Equipment - Chlorine Gas Scrubber	\$320,000	N/A	\$320,000	\$320,000	\$320,000	\$320,000
Roadway & Sidewalks	\$350,000	N/A	\$350,000	\$350,000	\$350,000	\$350,000
Roadway Improvements - Washington Ave	\$75,000	N/A	\$75,000	\$75,000	\$75,000	\$75,000
Fox Hill Drive Water Main Replacement	\$67,000	N/A	\$67,000	\$67,000	\$67,000	\$67,000
Replaces Ground Water Wells	\$150,000	N/A	\$150,000	\$150,000	\$150,000	\$150,000
Eas: Central Water Main	\$75,000	N/A	\$75,000	\$75,000	\$75,000	\$75,000
Total	\$4,487,000		\$4,487,000	\$4,487,000	\$4,487,000	\$4,487,000

*If the Town is using new money BAN proceeds to reimburse itself for prior expenditures made for these projects, please include the date of the first such expenditure to be reimbursed using the proceeds of this new money portion of the borrowing (as opposed to the date the first expenditure that may have been made on the project as a whole)

AM 69413759.1

(Please Note: The following certificate is an essential part of the permanent record and creates ongoing obligations of the Issuer. Please read it carefully before signing. Advise Locke Lord LLP of any inaccuracy.)

SIGNIFICANT EVENTS DISCLOSURE CERTIFICATE

This Significant Events Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the Town of Natick, Massachusetts (the "Issuer") in connection with the issuance of \$4,487,000 General Obligation Bond Anticipation Notes dated June 29, 2018 (the "Notes"). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Owners of the Notes and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. For purposes of this Disclosure Certificate the following capitalized terms shall have the following meanings:

"Listed Events" shall mean any of the events listed in Section 3(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board as established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, or any successor thereto or to the functions of the MSRB contemplated by this Disclosure Certificate. Filing information relating to the MSRB is set forth in Exhibit A attached hereto.

"Obligated Person" shall mean the Issuer.

"Owners of the Notes" shall mean the registered owners, including beneficial owners, of the Notes.

"Participating Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with offering of the Notes.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Reporting of Significant Events.

(a) The Issuer shall give notice, in accordance with the provisions of this Section 3, of the occurrence of any of the following events with respect to the Notes:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.

4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax status of the Notes.
7. Modifications to rights of the Owners of the Notes, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the Notes, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person.*
13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Upon the occurrence of a Listed Event, the Issuer shall, in a timely manner not in excess of ten (10) business days after the occurrence of the event, file a notice of such occurrence with the MSRB.

SECTION 4. Transmission of Information and Notices. Unless otherwise required by law, all notices, documents and information provided to the MSRB shall be provided in electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

* As noted in the Rule, this event is considered to occur when any of the following occur: (i) the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or (ii) the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

SECTION 5. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance or payment in full of all of the Notes.

SECTION 6. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate the sole remedy under this Disclosure Certificate shall be an action for specific performance of the Issuer's obligations hereunder and not for money damages in any amount. Any failure by the Issuer to comply with any provision of this Disclosure Certificate shall not constitute a default with respect to the Notes.

SECTION 7. Amendment. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived if such amendment or waiver is permitted by the Rule, as evidenced by an opinion of counsel expert in federal securities law (which may also include bond counsel to the Issuer) to the effect that such amendment or waiver would not cause this Disclosure Certificate to violate the Rule.

SECTION 8. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Owners of the Notes from time to time, and shall create no rights in any other person or entity.

Date: June 29, 2018

TOWN OF NATICK, MASSACHUSETTS

By _____
Treasurer

Selectmen

EXHIBIT A

Filing information relating to the Municipal Securities Rulemaking Board is as follows:

Municipal Securities Rulemaking Board

<http://emma.msrb.org>

AM 69387336.1

ITEM TITLE: Approve Entertainment License for Piped-In Music for Chipotle

ITEM SUMMARY:

-
- ITEM TITLE:** Approve Re-Appointments to Boards and Committees
- ITEM SUMMARY:**
- a. Audit Advisory Committee - Term expires 6/30/21
 - 1. Saul Berkowitz
 - b. Bacon Free Library Maintenance Committee - Term expires 6/30/21
 - 2. John Donovan
 - c. Cable Advisory Board and Information Systems Advisory Board - Term expires 6/30/21
 - 1. Todd Gillenwater
 - 2. Hank Szretter
 - 3. Arnold Pinsley
 - 4. Paul Gorman
 - d. Cochituate Rail Trail Advisory Committee - Term expires 6/30/21
 - 1. David Camacho
 - 2. Jamie Errickson
 - 3. Barb Coco
 - e. Community Services Advisory Committee - Term expires 6/30/21
 - 1. James Brennaman
 - f. Conservation Commission - Term expires 6/30/21
 - 1. George Bain
 - 2. Jeffrey Richards
 - g. Cultural Council - Term expires 6/30/20
 - 1. Joe Idzal
 - 2. Raffaella Torchia
 - h. Historical Commission - Term expires 6/30/21
 - 1. Salvatore Alessi
 - 2. Steve Evers
 - i. Historic District Commission - Term expires 6/30/21
 - 1. Christopher Milford
 - j. Lookout Farm Advisory Committee - Term expires 6/30/21
 - 1. James Yannes
 - 2. Sarah Ott Shoemaker
 - k. Mathworks Scholarship Committee - Term expires 6/30/21
 - 1. Greg Cohen
 - l. Open Space Advisory Committee - Term expires 6/30/21
 - 1. Martin Kessel
 - m. Recreation & Parks Commission - Term expires 6/30/21
 - 1. Wayne Szretter
 - n. Affordable Housing Trust Fund - Term expires 6/30/20
 - 1. Jay Ball
 - o. Contributory Retirement Board - Term Expires 6/30/21
 - 1. Mark Bergin

ATTACHMENTS:

Description	Upload Date	Type
Applications	6/21/2018	Cover Memo
Mark Bergin Application	6/21/2018	Cover Memo

Profile

Saul

First Name

Berelowitz

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

What district do you live in? *

☒ Precinct 2

Primary Phone

Alternate Phone

Samet & Company PC

Employer

Audit Manager

Job Title

Which Boards would you like to apply for?

Audit Advisory Committee: Submitted

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Audit Advisory Committee 2013-2018 Town Meeting 2012-2018

Interests & Experiences

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

I have over 30 years experience working for various CPA firms and feel that I could continue to make a valuable contribution to the Audit Advisory Committee

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

☐ Yes ☒ No

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

Over 30 years of public accounting experience Served as treasurer/VP Finance of various non-profits, including Natick High PTSO

Please list any professional affiliations.

American Institute of Certified Public Accountants Massachusetts Society of Certified Public Accountants

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

Upload a Resume

Profile

John

First Name

Donovan

Last Name

Middle Initial

Email Address

Street Address

Suite or Apt

State

City

Postal Code

What district do you live in? *

☒ Precinct 4

Primary Phone

Alternate Phone

Employer

Job Title

Which Boards would you like to apply for?

Bacon Free Library Maintenance Committee: Submitted

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Town Meeting- 2003 to the present

Interests & Experiences

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

I serve on the Bacon Free Library Board of Trustees

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

☐ Yes ☒ No

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

Legal

Please list any professional affiliations.

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

Upload a Resume

Profile

Todd

First Name

Gillenwater

Middle Initial

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

What district do you live in? *

☒ Precinct 5

Primary Phone

Alternate Phone

OLAPTitude / self

Employer

Principal / Systems Engineer

Job Title

Which Boards would you like to apply for?

Cable Advisory Board: Submitted

Information System Advisory Board: Submitted

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Information Systems Advisory Board 2009 - Present Cable Advisory Board 2017 - Present

Interests & Experiences

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

I'm interested in serving the town - and feel that I have the experience, knowledge, and insight to make meaningful contributions

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

☐ Yes ☒ No

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

30 years as a resident of Natick. Town Meeting member. Team member and consensus builder. Logical and analytical.

Please list any professional affiliations.

Various Information Systems and Engineering associations.

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

[Todd_Gillenwater_-_Enterprise_IT.pdf](#)

Upload a Resume

Todd M. Gillenwater
10 Lowell Road
Natick, MA 01760
(508) 650-1020 / (774) 270-1857 (cell)
todd.gillenwater@comcast.net

Professional Summary

Accomplished senior manager with extensive experience in delivering quality Information Technology Services to a wide variety of organizations. Hands on expertise in Business Intelligence, System Design, Optimization, Conversion, and Management. Comprehensive experience in Accounting, Finance, Budgeting, Strategic Planning, Taxation, and Project Management. Skilled management of vendors, outsourcing, and internal resources to deliver on goals and plans – on time and within budget.

Current Skill Set

Database and BI Expertise: Essbase (Oracle/Hyperion: Full OBIEE suite implementation expertise), SQL Server (Microsoft, Oracle, MySQL). MS BI suite: All products (SSRS, SSAS, SSIS)
Full cycle: Needs analysis, system design, coding, implementation, testing, etc.

Technical Project Management (various methodologies and frameworks). Strategic Planning at a departmental and organization level. Business Continuity and Disaster Recovery design. Identify Key Performance Indicators and design measurement and assessment methods and systems.

Systems, Software, and Distribution Optimization: Expert level skills in application optimization, consolidation, relocation and distribution analysis/troubleshooting/re-engineering.

Development Software and Languages: JAVA (J2EE, AJAX), Visual Basic, PowerBuilder, MS-Office Products/VBA , various scripting languages, various IDEs, frameworks, and platforms.

Operating Systems and Web Technology: Microsoft (all platforms workstation and server), Linux, Enterprise Web and Middleware Servers, Microsoft IIS, Apache (and entire LAMP stack).

Hardware Expertise: Component level analysis through assembly, testing, and optimization.

Major Accomplishments

Computer System and Software Programming, Design, Optimization, Conversion, and Operation.

Expert Level MOLAP/RDBMS system design, implementation and programming utilizing Essbase, SQL Server, VB/VBA, JAVA. Speaker at national Essbase conferences on a variety of core subjects. Manage numerous projects, from design to implementation. Extensive experience managing vendors and procurement. Serve as Project Manager as well as Lead Technological Resource.

Support and manage various systems (Microsoft, Linux, Solaris, AIX, Web servers, TCP/IP networking). Capacity design, installation, optimization and resource management.

Technical Lead for various data security projects utilizing encryption, user authentication and secure transmission protocols under a variety of industry standards.

Designed and tested Disaster Recovery / Business Continuity plans and systems

Extensive Sarbanes-Oxley experience.

Financial Control, Taxation, Audit, Budget, and Staff Management

Supervised all accounting, finance, and budgeting functions for companies in the real estate, hospitality, and publishing industries, operating in both the public and private sectors.

Managed accounts receivable and payable, payroll, general ledger, cash and line of credit management, and tax preparation.

Solely responsible for annual audit engagements, from pre-engagement workpapers through issue of final financial statements.

Full Management (hiring, training, performance tracking) of staffs ranging up to 20 members.

Employment History

Managing Principal – OLAPtitude: Business Intelligence systems design and implementation. Systems Engineering, Technical Project Management, Optimization, Re-Engineering, and Data Center Relocation. 2004 - Present

IT Director, Legal Sea Foods, Boston MA 2005 to 2008

Lead Hyperion Developer (Consultant) for General Dynamics, Needham, MA 2005

Lead Software Systems Engineer, Sun Life Financial, Wellesley, MA 1997 to 2004

Controller & Director of MIS, First Investment Companies, Wellesley, MA

Other accounting and finance positions (Staff Accountant to Controller)

Education

Professional and Continuing Education:

Stanford University:

Mining Massive Datasets (Practical Hadoop) (CS246) 2014

Cryptography II (CS355) 2014

Cryptography I (CS255) 2013

Algorithms: Design and Analysis, Part 2 2014

Clark University Computer Career Institute Professional Certificate (Client | Server Development)

University of Iowa, Iowa City IA Major: Computer Science, Minor: Accounting

Community

Elected Town Meeting Member – Natick, MA 2009 to Present

Information Systems Advisory Board – Natick, MA 2009 to Present

Profile

Hank

First Name

Szretter

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

What district do you live in? *

☒ Precinct 3

Primary Phone

Alternate Phone

Employer

Job Title

Which Boards would you like to apply for?

Cable Advisory Board: Submitted

Information System Advisory Board: Submitted

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Cable Advisory Board, Information Systems Advisory Board

Interests & Experiences

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

Long time member of both boards. Negotiated contracts with all 3 cable companies in Natick.

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

☐ Yes ☒ No

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

Business owner, software and hardware development, and more.

Please list any professional affiliations.

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

Upload a Resume

Profile

Arnold G.

First Name

Pinsley

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

What district do you live in? *

☒ Precinct 3

Primary Phone

Alternate Phone

Employer

Job Title

Which Boards would you like to apply for?

Cable Advisory Board: Submitted

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Cable Advisory Board 1996 to present.

Interests & Experiences

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

Degree in Transportation & Public Utility Economics and experience in planning, forecasting, contract negotiation, and administration. Resume on file.

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

☐ Yes ☒ No

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

See above.

Please list any professional affiliations.

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

Photography and writing

Upload a Resume

Profile

David

First Name

Middle Initial

Camacho

Last Name

Email Address

Street Address

Suite or Apt

State

City

Postal Code

What district do you live in? *

☒ Precinct 8

Primary Phone

Alternate Phone

Employer

Job Title

Which Boards would you like to apply for?

Cochituate Rail Trail Advisory Committee: Submitted

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Cochituate Rail Trail Advisory Committee, 2004-current

Interests & Experiences

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

To help bring a tremendous resource to all of Natick's residents. It will be environmentally-friendly and promote good health through exercise from young to old.

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

☐ Yes ☒ No

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

Experience using other Trails and project management experience.

Please list any professional affiliations.

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

Upload a Resume

Profile

Jamie

First Name

Errickson

Last Name

Middle Initial

Email Address

Street Address

Suite or Apt

State

City

Postal Code

What district do you live in? *

None Selected

Primary Phone

Alternate Phone

Employer

Job Title

Which Boards would you like to apply for?

Economic Development Committee: Appointed

Are you a registered voter in the Town of Natick?

☐ Yes ☐ No

Have you ever attended a Natick town meeting?

☐ Yes ☐ No

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

☐ Yes ☐ No

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

Interests & Experiences

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

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

☐ Yes ☐ No

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

Please list any professional affiliations.

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

Upload a Resume

Profile

Barb

First Name

J

Middle Initial

Coco

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

What district do you live in? *

☒ Precinct 8

Primary Phone

Alternate Phone

Boston Children's Hospital

Employer

Registered Nurse

Job Title

Which Boards would you like to apply for?

Cochituate Rail Trail Advisory Committee: Submitted

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☒ Yes ☐ No

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

☒ Yes ☐ No

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

CRT Advisory Committee 2016 to present

Interests & Experiences

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

Spoke with Josh Ostroff about the Rail Trail-very interested in seeing this happen in Natick!

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

☐ Yes ☒ No

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

Interest, experience with biking.

Please list any professional affiliations.

Natick MRC, CPR Instructor.

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

Gardening, hiking.

Upload a Resume

Profile

James

First Name

F

Middle Initial

Brenneman

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

What district do you live in? *

☒ Precinct 8

Primary Phone

Alternate Phone

TJX Corp (recently retired)

Employer

Distribution Center Assistant
General Manager

Job Title

Which Boards would you like to apply for?

Community Services Advisory Committee: Submitted

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Currently on the Community Services Advisory Committee

Interests & Experiences

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

Being a native of Natick, as were my parents, I have a deep attachment to the town. I attended the Leadership Academy last spring, which drew my interest in finding ways for me to contribute and be more active in service to the town and its residents. I worked for 6 months last year at the community senior center, as the coordinator for the Natick Connector transportation program and enjoyed very much the interaction with everyone there, including both staff and residents. Being recently semi-retired, I now also have the time to contribute more to my community.

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

☒ Yes ☐ No

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

As a manager of people for over 34 years, with a very diverse population, I believe my people skills are the most valuable skills I would bring to this committee. My experience over the years in working with individuals, groups, committees, listening to different view points, ideas, needs, and helping to bring consensus within group dynamics could be helpful to any committee i may be on. In addition, my experience in growing up in Natick, and helping family members with their needs as they have aged here could be an asset.

Please list any professional affiliations.

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

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JAMES BRENNEMAN

7 Curve St.
Natick, Ma 01760

jfbnatick@gmail.com

cell: 508-561-5615

PROFILE

Manager with over 33 years experience in high volume retail distribution. Proven leader of large groups in terms of production goals, performance management, budgeting, employee development, training, union relations and negotiation, associate relations, coaching, counseling, and mentoring. Now looking to utilize these skills in a non-profit environment.

EXPERIENCE

Town Of Natick April 2016 - October 2016

TRANSPORTATION COORDINATOR, NATICK COMMUNITY SERVICES DEPT

Managed the Natick Connector bus program based at the senior center. Managed the daily bus schedule, volunteer drivers, and coordinated with the MWRTA to serve needy Natick residents with their local transportation needs.

TJX CORP, FRAMINGHAM, MA - 1982-2015

ASSISTANT GENERAL MANAGER, TJX DISTRIBUTION CENTER, WORCESTER AND WOBURN MA— 2002-2015

Responsible for total 2nd/3rd shift operations of a 600,000 sq. ft distribution center for TJMaxx and Marshalls and 450 employees, with direct accountability for a \$17M operating budget, \$10M payroll budget, 120M unit production volume budget, on-time delivery and damage reduction, performance management of all levels of associates, training, development, coaching, mentoring, and evaluation of all management associates, union relations, associate relations, building and equipment repair and maintenance, Loss Prevention, and safety.

PRODUCTION PLANNING MANAGER, TJMAXX DISTRIBUTION DEPARTMENT, FRAMINGHAM MA - 1999-2001

Develop, communicate, and manage production plans for all TJMaxx U.S. distribution centers. Communicate and act as liaison between Planning and Allocation depts. and each distribution center to achieve needed production goals and special projects.

AREA OPERATIONS MANAGER, TJX DISTRIBUTION CENTER, WORCESTER MA — 1997-1998

Responsible for 2nd shift processing operations of a 500,000 sq. ft distribution center for TJMaxx and 250 employees. Direct accountability for a \$5M operating budget, \$3M payroll budget, 75M unit production volume budget, performance management of hourly and supervisory associates, training and development of supervisory staff, union relations, and safety.

PROCESSING CENTER MANAGER, TJX DISTRIBUTION CENTER, FRANKLIN MA - 1992-1996

Managed the distribution network start up for HomeGoods, a new division of TJX. Opened up and directed all operations of a 200,000 sq. ft processing center and 150 employees. Total accountability for a \$3M operating budget, \$2M payroll, 10M unit production volume, recruiting, training, and performance management of all levels of associates, development and mentoring of all management associates, union relations and negotiations, HR and AR, facility management, safety, and Loss prevention within the processing center.

PROCESSING MANAGER, TJX DISTRIBUTION CENTER, WORCESTER MA - 1989-1991

Responsible for 2nd shift support operations of a 500, 000 sq. ft distribution center for TJMaxx and 150 employees. Direct accountability for a \$4M operating budget, \$3M payroll budget, receiving, shipping, accuracy control, data center, rack storage, and inventory control for the facility. Oversaw performance management for all levels of associates, trained, mentored and developed supervisory staff.

SUPERVISOR, TJX DISTRIBUTION CENTER, WORCESTER AND FRAMINGHAM MA - 1982-1988

Managed various production and support departments throughout a 500,000 sq. ft facility, supervising 20-50 hourly union associates. Responsible for achieving specific production goals, training and coaching of hourly staff, performance management, and safety within my departments.

EDUCATION

University of Massachusetts, Amherst, Ma. - B.A. Animal, Plant and Soil Science 1980

SKILLS

Training, development, coaching, counseling, and mentoring people of all levels of backgrounds and education. Performance management applications (RedPrairie), Six Sigma Green Belt, Budget development and analysis, Production Planning, Project Management, Union Negotiations, Microsoft Word, Excel.

VOLUNTEER EXPERIENCE

Buddy Program, Aids Action Committee, Boston Ma - 1990 -1996

ESOL tutor, Literacy Unlimited, Framingham Ma, - 2014 - Present

REFERRALS

Available upon request.

Profile

George

First Name

Bain

Last Name

Middle Initial

Email Address

Street Address

City

Suite or Apt

State

Postal Code

What district do you live in? *

☒ Precinct 8

Primary Phone

Alternate Phone

retired

Employer

Job Title

Which Boards would you like to apply for?

Conservation Commission: Submitted

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Conservation Commission, March 8,1999 to Present

Interests & Experiences

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

I would like to continue my service to the town of Natick through the Conservation Commission.

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

☐ Yes ☒ No

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

I have served on the Natick Conservation Commission for nineteen (19) years.

Please list any professional affiliations.

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

Upload a Resume

Profile

Jeffrey

First Name

J

Middle Initial

Richards

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

What district do you live in? *

☒ Precinct 4

Primary Phone

Alternate Phone

Anylam Pharmaceuticals, Inc

Employer

Director, Environmental Health & Safety

Job Title

Which Boards would you like to apply for?

Conservation Commission: Submitted

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Reapplying for Conservation Commission

Interests & Experiences

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

Apply my professional experience in support of the town; service to my community. I am also a current member and past Chair of the Master Plan Advisory Committee.

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

☐ Yes ☒ No

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

Environmental & Safety professional within the pharmaceutical and biotechnology industry in eastern Mass for 18+ years, including construction and operation of industrial facilities in and around sensitive wetland resource areas.

Please list any professional affiliations.

American Society of Safety Engineers

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

[JJR_CV_-_Apr_2018.docx](#)

Upload a Resume

Jeffrey Richards, CSP
5 Tucker Street
Natick, MA 01760
508-314-0005
LTJJR@comcast.net

SUMMARY OF EXPERIENCE

Focused EHS Leader, leveraging the power of participatory systems (risk management, behavior-based and HSE management systems) to unlock potential and drive sustainable EHS performance. Designated as **Certified Safety Professional (CSP)**, by the Board of Certified Safety Professionals. Over twenty years of experience managing, designing, implementing, and delivering occupational safety and health management and solutions, with over seventeen years serving in roles of increasing complexity and responsibility within the Pharmaceutical and Biotechnology industries. **Nearly 30 years of total program management/leadership experience.** Retired senior naval officer with over 25 years of commissioned active & reserve service compiling a record of proven, successful and effective leadership that culminated with competitive selection to command on three occasions and promotion to the rank of U.S. Navy Captain/ O-6 – **a level achieved by only 20% of all Officers within my competitive group.** Highly experienced and skilled people manager, applied across a broad range of roles, situations, and geographic locations.

EDUCATION

M.S.	Management	Lesley University
<i>Thesis: Predicting the Effectiveness of Waste Minimization/Pollution Prevention Teams</i>		
Certificate	Environmental Management	Bentley College
B.S.	Marine Transportation	Massachusetts Maritime Academy

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS/QUALIFICATIONS

Certified Safety Professional (CSP), Board of Certified Safety Professionals (BCSP), CSP No. 18465
OHSAS 18001 OHSMS Lead Auditor Course, October 2008
ISO 14001 EMS Lead Auditor Course, June 2010
TapRooT® Incident Investigation and Root Cause Analysis
ISPE Potent Compounds Containment Fundamentals Course, June 2009
RCRA for Hazardous Waste Generators and USDOT
Hazardous Waste Operations & Emergency Response Incident Commander
Capital Safety Fall Protection Competent Person, Program Administrator and Climber/Rescuer

PROFESSIONAL AFFILIATIONS

Professional Member, American Society of Safety Engineers (ASSE)

PROFESSIONAL EXPERIENCE

GLOBAL DIRECTOR, ENVIRONMENTAL HEALTH & SAFETY
ALNYLAM PHARMACEUTICALS
CAMBRIDGE, MASSACHUSETTS
APRIL 2016 – PRESENT

Engaging employees as key stakeholders, Enabling a strong and meaningful EHS culture to take root, and Enhancing productivity and EHS performance.

Developed and currently implementing hybrid EHS Management System framework, purpose-built and fully aligned with Alnylam's culture and corporate branding. Authored first company EHS Policy Statement with overwhelming corporate officer support and signed by all eight corporate officers. Responsible for evaluating, developing, planning, leading and executing environmental, health and safety performance improvements and engagement across all Alnylam Pharmaceuticals' global sites (US – Cambridge/Norton, MA; Maidenhead, UK; Zug, CH; Paris, FR; Field-Based US & EU Locations). Leading EHS oversight and permitting strategy for a 200,000 FT²/3 building manufacturing site. Establishing framework to ensure compliance with Federal, State and local or Country environmental and safety regulations and practices. Building and developing EHS program, processes and respective staff team that provides industry leading support to all facets of our business, including research and development laboratories, GMP

manufacturing, offices and satellite or Country HQ's. Oversee and develop our Crisis Management and Incident Response plans and support Business Continuity and Risk Management activities. Direct staff of two FTE EHS professionals and associated on-site and remote consultant support.

ASSOCIATE DIRECTOR, HEALTH, SAFETY & ENVIRONMENT
SHIRE PHARMACEUTICALS – MASSACHUSETTS MANUFACTURING SITES
LEXINGTON/CAMBRIDGE, MASSACHUSETTS
OCTOBER 2012 – APRIL 2016

Built sustainable risk identification & mitigation systems while implementing robust HSE improvement strategies. First Year Impact: 50% reduction in recordable injuries and significant reductions in other lagging indicators; Dynamic growth in leading indicators (engagement & participation; risk reduction activities; process improvements).

- Supported and advised two separate manufacturing Senior Leadership Teams with managing their respective HSE programs.
- Developed and implemented a comprehensive Health, Safety & Environmental strategy, with supporting programs and procedures for Shire's Massachusetts manufacturing facilities in line with the global HSE strategy and management system.
- Collaborated with site management and the regional/Massachusetts HSE Director to develop and implement plans for continuous improvement in HSE across all manufacturing, labs and support functions and champion the development of a culture based on HSE being an integral part of each employee's job and Shire's processes.
- Ensured facility wide compliance with applicable federal, state and municipal HSE regulatory requirements for each facility.
- Led the implementation of a robust HSE Management System and worked to achieve the highest levels of HSE performance through leadership, mentoring, training, measuring and supporting expeditious change.
- Spearheaded significant reorganization of Shire Massachusetts Incident Command & Emergency Response System, including training of key managers to fulfill critical roles. Wrote Contingency Plans for Lexington & North Reading Sites.
- Compliance oversight for two industrial waste water treatment systems, hazardous waste management across the Massachusetts business (Large/Small Quantity Generator Status at 8 sites), and National Pollution Discharge Elimination System (NPDES) Permit within the City of Cambridge.
- Provided Restricted Emissions Status (RES) and Limited Plan Application (LPA) emissions data for manufacturing sites and participating in program management evaluations.
- Led initial evaluation/implementation of Massachusetts 527 CMR 33.00 Hazardous Materials Processing compliance program across Shire Massachusetts Sites.
- Managed and professionally developed two HSE professional direct reports (Manager Level) and 3 Contract Hazardous Waste Technicians; mentored entire staff of five HSE professionals.

ASSOCIATE DIRECTOR, HEALTH, SAFETY & ENVIRONMENT
GENZYME CORPORATION – A SANOFI COMPANY
FRAMINGHAM, MASSACHUSETTS
APRIL 2007 – SEPTEMBER 2012

Impact Leader: Delivered 54% reduction in recordable & lost time rates and a 24% absolute reduction in total number of cases, all during a time of significant change (two new facilities built and a 28% increase in employee population). Developed and delivered talented HSE professionals to the business; 5 former direct-report employees selected as HSE Managers for critical Genzyme R&D, Logistics and Manufacturing facilities.

- Progressive site HSE leadership, with accountability for all aspects of health, safety and environmental management for mixed use facilities within the Framingham Campus, including 2000L/160L/340L Scale Perfusion Reactors and related Purification Process (GLSP), Bioengineering, Gene Therapy Development (BSL2), Cell Banking (BSL1), QC Chemistry/QC Microbiological labs (BSL1), biosurgery and related Waste Water Treatment Systems.
 - Implemented and sustain an OHSAS 18001/ISO 14001 combined HSE Management System for a 1000+ employee Biologics Manufacturing facility. System confirmed as conforming to ISO/OHSAS standards by a third party consultant.
 - Coordinated Emergency Action & Integrated Contingency Plans for assigned facilities; co-Facilitate Incident Command Training for various business units Senior Leadership Teams within the Genzyme Framingham Campus.
 - Developing and implementing HSE policies, programs and procedures specific to my site that comply with all federal, state and local regulations. Oversee compliance & conformance audits and inspections.
 - Site Chemical Hygiene Officer and site Biosafety Liaison to Genzyme Biosafety Officer.
 - Developed innovative and informative Key Safety & Environmental Performance Indicators to help educate Senior Leadership Team and to drive overall HSE performance.
 - Conducted HSE oversight of a Biological Waste Water Treatment Plant and local pH Neutralization Systems, through a process of proactive auditing and program review, to ensure that it conforms to all MWRA and other regulatory body permitting requirements.
-

-Worked collaboratively with Corporate Lab Support Services and Corporate Environmental to manage oversight of Hazardous Waste requirements, including inspections of accumulation areas, reviewing waste profiles for waste minimization opportunities, Storm Water Management and Air Permitting.

-Liaison with State and Local regulatory officials in the performance of my duties to establish trust and rapport.

-Provided necessary HSE oversight responsibility for design, build and commissioning of new or refurbished facilities, including responsibility for design and construction safety for a newly leased 225,000 FT² facility that will serve as Genzyme's new Operations Center in Northborough, MA. Facility contains a 175,000 FT² GMP Distribution Center, Raw Materials Testing Laboratories and Clinical Product Support business unit.

-Managed and professionally developed up to five HSE Staff members (2 H&S Managers; 1 Principle Environmental Associate; 1 Environmental Associate III; 1 H&S Associate I).

-5 previous direct reports promoted to HSE Manager/Associate Director/Director levels and leading HSE systems at Manufacturing, Distribution and R&D facilities within the Genzyme and Sanofi Massachusetts network.

SAFETY MANAGER
SAFETY, HEALTH & ENVIRONMENT GROUP
ASTRAZENECA, LP
WESTBOROUGH, MASSACHUSETTS
MAY 2000 – APRIL 2007

Led "Target Zero" goal as Process Advisor for behavioral safety & quality continuous improvement initiative. Delivered "best in class" performance as measured against 13 global sites.

Aseptic Parenteral Pharmaceutical Manufacturing Facility, Westborough, MA. Safety Manager for a 750-employee, 3-Shift, manufacturing facility. Worked collaboratively with Environmental Manager and Health Services Manager across many shared areas of responsibility, to deliver an unmatched level of customer service to this AstraZeneca Supply Chain Operations Site. Partnered with line management & supervisors to improve health & safety performance and reduce/eliminate accidents & incidents. Conducted hazard evaluations and risk assessments of jobs and processes, and performed routine inspections of facilities and operations for unsafe conditions and best practices, including several major site construction projects. Executed comprehensive industrial hygiene sampling plan, including potent compound sampling and control strategy development. Coordinated communication of contractor safety requirements and provided training as needed. Performed hazard reviews and preliminary risk assessments for new and existing equipment and processes. Investigated occupational accidents and incidents; analyzed findings to identify cause and corrective actions; followed-up with management and maintain investigation records and data. Coordinated site Emergency Response organization; acted as Emergency Response Coordinator. Co-Lead and trainer for site Chemical Emergency Response Team (CERT) – **member of Westborough LEPC; appointment required approval by Town Board of Selectman.** Performed a variety of industrial hygiene assessments to evaluate the adequacy of engineering controls and increase safety and health conditions for plant employees. Awarded three General Manager Awards for participation on process enhancement teams. **The Westborough Site was the recipient of the 2001 Global CEO Award for best overall SHE performance & the 2004 Global CEO Award for best Behavioral SHE Program – among 13 sites globally.**

MANAGING CONSULTANT
EBI CONSULTANTS
CAMBRIDGE, MASSACHUSETTS
SEPTEMBER 1996 – MAY 2000

Provided value-added EHS solutions, on-site or remotely, to a diverse client base.

Biotechnology Firm, Waltham, MA. Coordinated, resourced, and instructed a tailored 10-Hour General Industry Safety and Health Outreach Program for 100 administrative and laboratory employees during a time of company growth and transition into a new facility.

Power Generation Plant, Boston, MA. On-site Safety and Health Management Consultant and member of the Executive Safety Committee and employee safety sub-committee, providing consulting services to EHS Manager. Perform review and revision of current safety and training programs. Conduct hazard analyses and develop safe work practices. Review illness and injury data for trends; conduct accident/incident investigations, prepare reports and develop intervention strategies

Software Engineering Firm, Burlington, MA. East Coast Environmental, Health and Safety Manager. EHS responsibilities for a 1200 employee campus and over 15 field sites in the eastern region of the United States. Worked closely with Campus and Project Managers to discuss EH&S issues pertaining to new campus fit-up, construction, and remodel. Supported Transportation Demand Management, ergonomics and Indoor Air Quality programs. Conducted monthly/quarterly safety evaluations in Eastern Region buildings.

Chemical Manufacturer, Waterford, NY. Led a three person, on-site team contracted to a chemical product manufacturing facility to implement Industrial and Environmental Health and Safety contingency training for plant management and supervisory personnel. Functioned as an integral part of the existing EHS staff, responsible assembling and reviewing existing training materials, identifying job functions to be trained, evaluating the existing program for effectiveness and compliance status, identifying resources available to complete training, designing program training manuals, and participation as an instructor for both general industry and environmental health and safety seminars.

Open Enrollment and Customized Health and Safety Training Programs. Program Manager, Training Services. Managed a \$265K custom and open enrollment safety and health training program. Directed a continuing education program for Massachusetts and Connecticut Environmental Professionals. Coordinated new curriculum development and reviewed and updated existing programs. Key instructor for the 8- and 40-Hour HAZWOPER Programs, providing instruction in the following areas; Regulatory Overview, Hazard Communication Standard, Hazard Abatement, Hazardous Waste Operations and Emergency Response Standard, Confined Space Entry, and Lock-Out/Tag-Out Procedures.

COMMISSIONED OFFICER – UNITED STATES NAVY RESERVE (RETIRED)

FINAL RANK: CAPTAIN/O-6

ACTIVE DUTY: JUL 1987 – AUG 1996

RESERVE DUTY: AUG 1996 – MAY 2013

HIGHEST SECURITY CLEARANCE: TOP SECRET/SCI

Proven record of successful leadership over a 25 year naval career, culminating with competitive selection to command on three occasion and promotion to the rank of U.S. Navy Captain – a level achieved by only 20% of all Officers.

-Commanding Officer; Led 25-member, diverse, reserve augmentation unit, providing operational and administrative support to Military Sealift Command afloat and ashore forces that provide ocean transportation of equipment, fuel supplies and ammunition in the Eastern Atlantic to sustain U.S. forces worldwide. Six unit members were promoted or advanced to the next rank and one officer was selected for command.

-Commanding Officer; 100-member, diverse, active & reserve unit, providing anti-terrorism/force protection for harbors and approaches, straits, anchorages, and other military significant inshore areas throughout the world. \$500K+ budgetary responsibility and accountability for training, travel, building and equipment maintenance. Recalled to active duty in support of Operation Iraqi Freedom and deployed overseas to protect strategic U.S. and Coalition Naval Forces.

-Officer-in-Charge; 25-member, diverse, reserve unit providing ship-to-ship and rotary-wing –to-ship equipment transfers. Expanded unit size by over 250% and cultivated an environment of personal growth and professional development for my crew.

-Executive Officer; 130-member unit recalled to active duty and deployed overseas in response to events of September 11, 2001. Developed bi-lateral training exercise and operating procedures with Host Nation Navy Forces. Directed activities of 5 Department Heads.

-Chief Engineer/Safety Officer; directed a 25 member Engineering Department; managed comprehensive safety, training, and maintenance programs, conducted occupational safety and health audits for hearing conservation, electrical safety, confined space, personal protective equipment, and fire safety programs. Performed accident and incident investigations relating to personal injury, fatalities and machinery failure.

Traveled extensively throughout the world, including living abroad in Europe and the Middle East. Conducted bi-lateral coordination with two Host Nation Navy Forces to implement training & qualification process for their internal units.

CIVIC RESPONSIBILITIES

- Member, Town of Natick Conservation Commission (2010-Present) Requires appointment/re-appointment by the Board of Selectman. Interpret and enforce Massachusetts Wetland Protection Act and Town of Natick Wetlands By-Laws across a range of State, local, business and residential projects. Provided Internal ISO 14001 Environmental Management System Auditing to the Town of Natick's Department of Public Works Water Treatment Facility.

-Past Chair & current Member, Town of Natick Master Plan Advisory Committee (2016 – Present). Appointed by the Town Planning Board (appointed/elected members). The charge of this committee is to lead the Town of Natick (~35,000 residents) through a Master Planning process (last Master Plan developed in early 1970's) and to actively assist with public engagement, setting of milestones and periodic reporting to Town Boards & Committees.

-Past Chair, Town of Natick 360 Strategic Planning Review Committee (2014-2015). Spearheaded approval of Town Article for \$200,000 to begin the Master Planning Process. Worked cross-functionally with Planning, Conservation, and Finance Committees, the Board of Selectman and the Town Administrator to develop a roadmap for long term strategic

planning for the Town of Natick. As the Secretary and Conservation Commission Representative to the Committee in 2013, planned and executed the Town's first ever *All-Boards & Committees Strategic Planning Meeting*. Facilitator for one of ten working groups.

REFERENCES & SOCIAL MEDIA

Provided upon request. Profile available on LinkedIn.

Profile

Joe

First Name

Idzal

Middle Initial

Last Name

Email Address

Street Address

Suite or Apt

State

City

Postal Code

What district do you live in? *

☒ N/A

Primary Phone

Alternate Phone

Employer

Job Title

Which Boards would you like to apply for?

Cultural Council: Submitted

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☐ Yes ☒ No

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

☒ Yes ☐ No

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

Cultural Council

Interests & Experiences

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

Interested in arts

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

☐ Yes ☒ No

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

Audio engineer

Please list any professional affiliations.

Member Audio Engineering Society

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

Sound, play guitar

Upload a Resume

Profile

Raffaella

First Name

Torchia

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

What district do you live in? *

☒ Precinct 7

Primary Phone

Alternate Phone

MSPCA-Angell

Employer

Director of Development

Job Title

Which Boards would you like to apply for?

Cultural Council: Submitted

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Cultural Council 11/3/2014 to 6/30/2018

Interests & Experiences

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

I enjoy living in Natick and would like to continue serving on the Cultural Council as a way to give back to my community.

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

☐ Yes ☒ No

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

I have over twenty-five years experience in fund-raising which I feel can be applied to the work of the Cultural Council as we work towards increasing our visibility and working collaboratively with other town organizations and the Mass. Cultural Council. Also, I was elected Treasurer last year, and feel that it would be beneficial to serve in that capacity for at least another year.

Please list any professional affiliations.

I am a member of Women in Development of Greater Boston and volunteer for Stray Pets in Need of Massachusetts (adoption center located at Pet World, Natick, and transition house located in Natick as well).

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

[RTorchia_resume_10-2013_NCC.doc](#)

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RAFFAELLA A. TORCHIA

221 Bacon Street, Natick, MA 01760

(o) 617-684-0231 rtorchia@alum.wellesley.edu (m) 508-308-1416

PROFESSIONAL EXPERIENCE

Director of Development

MSPCA-Angell, Boston, MA

2013-present

- Responsible for development operations and annual fund for MSPCA-Angell, managing daily operations and reporting.
- Develop and oversee departmental budget, working closely with Finance department.
- Work closely with direct mail vendor, overseeing strategy and implementation of all mailings.

Vice President, Development Operations and Annual Giving

2008-2013

Accion International, Boston MA

- Responsible for the Resource Development Department's operations, information and reporting systems and needs, as well as direct mail, online giving, prospect research, and budgeting. Oversaw staff in connection with the essential, daily functioning of the Department and responded to its data needs, analytical reporting requirements and strategic planning.
- Planned and implemented organization's relationship management review process.
- Served as a member of the department's senior management, planned for 50th anniversary celebration, feasibility study and capital campaign, as well as overall management and logistics.

Associate Vice President for Development Operations

2006-2008

Emmanuel College, Boston MA

- Served as senior administrative and financial officer responsible for the daily management of activities within the Development and Alumni Relations department in support of revenue and engagement programs.
- Provided direct leadership for development information systems, annual giving, and research staff.

Associate Vice President for Campaign Operations and Annual Giving

2004-2006

Babson College, Wellesley MA

- Responsible for campaign operations, including oversight of dialogue dinner program, special events, stewardship, data management and reporting.
- Managed daily operations for Advancement division, including oversight of all gift, pledge and biographical data administration and non-personnel budgets.
- Responsible for annual giving program, including annual fund solicitations, student telemarketing, parents fund, President's Society, and class agent programs.

Director of Campaign Operations and Donor Relations

2003-2004

Museum of Science, Boston, MA

- Managed all operational aspects of development division and campaign, including data management, research, prospect tracking and cultivation/stewardship activities including special events.
- Overall management of staff of eleven in all aspects of development related to the services needed to support the donor cycle.

- Served as principal resource to Museum leadership including the President, Chair of the Board, Vice Presidents, Trustees and Overseers in matters relating to constituent relations, and as principal liaison to Finance in matters relating to campaign accounting.

Raffaella A. Torchia

page 2

Director of Development Services

1998-2003

Partners HealthCare System, Inc., Boston MA

- Responsible for integration of services across the Partners HealthCare System network, including Brigham & Women's/Faulkner Hospitals, Massachusetts General Hospital, North Shore Medical Hospital MGH Institute of Health Professions, McLean Hospital, Newton-Wellesley Hospital, Spaulding Rehabilitation Hospital, and Partners Home Health.
- Managed conversions and implementations of development information systems for affiliates from legacy systems to SofTrek *PledgeMaker* system.
- Implemented *PeopleSoft* financial interface for development offices and served as liaison with Partners Finance, Treasury, and Information Systems.

Director of Development Services and Stewardship

1992-1998

Director of Gift Administration

1987-1992

Assistant Director of Gift Administration

1986-1987

Wellesley College, Wellesley MA

- Overall responsibility for supervising staff of nine and all activities of the various groups within Development Services, including Gift Administration, Bequest and Securities Administration, Resources Information Systems, Stewardship and Budget Analysis.
- Served as senior member of Resources management team, set priorities and assured that Development Services provided high quality and timely information and support to other groups within the Resources office, and to the offices of the President, Dean of the College, and Finance and Administration.
- Managed departmental conversion and implementation process to Systems and Computer Technology (SCT) *Banner* administrative software package.

EDUCATION

Wellesley College, Wellesley MA

- Bachelor of Arts with Honors in Molecular Biology
- Completed Honors Thesis on intracellular localization of boron in plants
- Recipient of Merck Summer Research Grant; Botanical Society of America Young Botanist Recognition Award; Adelaide Niles Bilyea Award for Excellence in Plant Science

PROFESSIONAL AND VOLUNTEER AFFILIATIONS

- Clerk, Member of Executive Committee, Women in Development of Greater Boston, 2013-present.
- Co-Chair, Governance and Nominating Committee and Board Member, Women in Development of Greater Boston, 2011-2013.
- Volunteer, Database Manager, SPIN (Stray Pets in Need), Wellesley, Massachusetts, 2010-present.
- Co-Chair of Communications Committee and Board Member, Women in Development of Greater Boston, 2004-2010.

- Programming Vice Chair for the Association of Fund-Raising Professionals (AFP) Massachusetts Chapter Annual Conference in Philanthropy, 2004.
- Chair, Conference Evaluation Committee, Association of Fund-Raising Professionals (AFP) Massachusetts Chapter Annual Conference in Philanthropy, 2005-2006.

Profile

Salvatore

First Name

A

Middle Initial

Alessi

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

What district do you live in? *

☒ Precinct 4

Primary Phone

Alternate Phone

Retired

Employer

Job Title

Which Boards would you like to apply for?

Historical Commission: Submitted

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Member of town meeting, Natick Leadership Academy

Interests & Experiences

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

Majored in history in college, involved in government service

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

☒ Yes ☐ No

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

Extensive reading of history of area, involved in government service for many years and served on many committees

Please list any professional affiliations.

Retired attorney

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

Very interested in local history, read and visit historical sites

Upload a Resume

Profile

Steve

First Name

Evers

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

What district do you live in? *

☒ N/A

Primary Phone

Alternate Phone

SmithGroup

Employer

Principal Architect

Job Title

Which Boards would you like to apply for?

Historical Commission: Submitted

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Historical Commission since 1980, with 1 year taken off during that time Historic District Commission 1980-approximately 1990 Tree Policy Committee-approximately 1990 Sawin House Committee- 2016

Interests & Experiences

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

I have many ongoing responsibilities enforcing Article 76, have several projects underway to increase Historic Districts (local and National Register) and am training members to take my place upon potential retirement within a few years.

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

☐ Yes ☒ No

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

As an architect, design review of any changes proposed under the jurisdiction of Article 76, as a member since 1980, I have extensive knowledge of our historic resources and have inventoried more than 300 properties through matching grants with the Mass Historical Commission. I have a very good relationship with Town Planning and Zoning Boards as well as the resources of the Mass Historical Commission.

Please list any professional affiliations.

American Institute of Architects (AIA), Boston Society of Architects and Board Member, Natick Historical Society

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

I live in an important historical home, placing permanent preservation restrictions on it for perpetuity. I have also acted as design architect for historically compatible additions to historic properties.

Upload a Resume

Profile

Christopher

First Name

Milford

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

What district do you live in? *

☒ Precinct 10

Primary Phone

Alternate Phone

Employer

Job Title

Which Boards would you like to apply for?

Historic District Commission: Submitted

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Served on Natick Historic District Commission since 2003

Interests & Experiences

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

Served on Natick Historic District Commission since 2003

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

☐ Yes ☒ No

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

Served on Natick Historic District Commission since 2003

Please list any professional affiliations.

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

Upload a Resume

Profile

James A.

First Name

A

Middle Initial

Yannes

Last Name

[Redacted]

Email Address

[Redacted]

Street Address

[Redacted]

Suite or Apt

[Redacted]

City

State

[Redacted]

Postal Code

What district do you live in? *

☒ Precinct 10

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

retired

Employer

[Redacted]

Job Title

Which Boards would you like to apply for?

Lookout Farm Advisory Committee: Submitted

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Lookout Farm Advisory Committee

Interests & Experiences

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

As a neighbor of the Farm, I have an interest in its success.

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

☒ Yes ☐ No

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

common sense, financial expertise, open mind

Please list any professional affiliations.

Have aged past these accoutrements.

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

Have 7 books in print, focus on WWII, collectables from Germany.

Upload a Resume

Profile

Sarah

First Name

Ott

Middle Initial

Shoemaker

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

What district do you live in? *

☒ Precinct 10

Primary Phone

Alternate Phone

Retired

Employer

Job Title

Which Boards would you like to apply for?

Lookout Farm Advisory Committee: Submitted

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Lookout Farm Advisory, I would like to remain on this committee if possible.

Interests & Experiences

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

I am interested in open space and the success of the farm with that in mind. I stand behind their current enterprises and applaud their innovation, the new hop field for one example.

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

☐ Yes ☒ No

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

Organized, knowledgeable, able to facilitate meetings with diverse points of view and reach consensus.

Please list any professional affiliations.

Retired educator, Ed.D.

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

Nature, choral singing, reading

Upload a Resume

Profile

Greg

First Name

Cohen

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

What district do you live in? *

☒ Precinct 9

Primary Phone

Alternate Phone

Employer

Job Title

Which Boards would you like to apply for?

Economic Development Committee: Submitted

Mathworks Scholarship Committee: Submitted

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☐ Yes ☒ No

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

☒ Yes ☐ No

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

Mathworks last 3 years

Interests & Experiences

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

I like being able to contribute to the community and seeing students earn scholarships for college is a personal and professional passion.

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

☐ Yes ☒ No

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

Run a college advising business. Have in depth knowledge of financial aid and scholarships and how to acquire them

Please list any professional affiliations.

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

Upload a Resume

Profile

Martin

First Name

Kessel

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

What district do you live in? *

☒ Precinct 10

Primary Phone

Alternate Phone

n/a

Employer

Retired

Job Title

Which Boards would you like to apply for?

Open Space Advisory Committee: Appointed

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Open Space Advisory Committee 2001-present Bicycle & Pedestrian Advisory Committee approx. 2000-2002 Town Meeting 2000-present

Interests & Experiences

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

Passionate about preserving open space in Natick and continuing to develop a trails network, and would like to make these better known to the general public.

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

☐ Yes ☒ No

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

Attended the state's Community Preservation Seminar series in aprox. 2001, and have attended most of the Massachusetts Land Conservation Conferences since that time. Have been involved with Natick's successes (and some failures) at preserving land since 2001, participating in deliberations by Town Meeting, Board of Selectmen, Planning Board, Conservation Commission, as well as Open Space Advisory Committee.

Please list any professional affiliations.

n/a

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

n/a

[RESUME25r-t.doc](#)

Upload a Resume

MARTIN KESSEL
43 Water Street
Natick, Massachusetts 01760
mk@TheKessels.org
(508) 653-5083

SUMMARY

Experienced trainer, researcher, writer and editor. Research project management. Writing and editing of proposals and reports. Background in news writing.

SELECTED ACCOMPLISHMENTS

- Developed curricula and taught courses for skills training program, including Word, Excel, Access, PowerPoint, Math for Excel, and professional writing.
- Project Manager for an assessment of cable television needs for the City of Phoenix, Arizona, including design, implementation, and statistical analysis of residents survey; interviews with over 100 community leaders; five public hearings; and final report.
- Designed, compiled, and analyzed audience and user surveys to measure the effectiveness of community programming in Montgomery County, Maryland.
- Researched and wrote plan for a Massachusetts statewide educational telecommunications network: Conducted interviews with educational leaders; designed and supervised survey of high school principals; surveyed distance learning systems in other states, and researched new telecommunications technologies.
- Researched and drafted report on the cost-effectiveness of distance learning for national consulting company.

WORK HISTORY

Employment & Training Resources	Computer Trainer	2011-2015
United States Census	Field Operations Clerk	2009-2010
Jewish Vocational Service	Skills Instructor	1995-2008
One With One, Inc.	Instructor	1989-1995
Communications Policy Group	Consultant	1991-1993
Mass. Corp. for Educational Telecommunications	Research Manager	1984-1989

COMMUNITY ACTIVITIES

Natick Open Space Advisory Committee (2001–): Chair

Natick Town Meeting member (2000–)

Boston Community Access and Programming Foundation (BNN-TV): Trustee and Clerk (1982–97)

EDUCATION

Boston University. MS in Broadcasting, 1976

Brandeis University. AB in Mathematics, 1971

Profile

Wayne

First Name

T

Middle Initial

Szretter

Last Name

Email AddressStreet AddressCitySuite or Apt

State

Postal Code

What district do you live in? *

☒ Precinct 4Primary PhoneAlternate PhoneRetired from VA Boston
Healthcare System

Employer

Job Title

Which Boards would you like to apply for?

Recreation & Parks Commission: Submitted

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Recreation & Parks Commission (1991-present) Sawin House Study Committee (2014-2015) Community Senior Center Building Committee (2010-2014) Open Space Subcommittee (2003-2004) Town Meeting Member (1987-2002) Council on Aging (1993-1996)

Interests & Experiences

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

I have had the pleasure of serving on the Recreation & Parks Commission for approximately twenty-seven years. The Natick Recreation and Parks Division faces many challenges as the demand for services continues to increase in a challenging social and economic environment. I am re-energized by the growing vitality of the Community Services Department as a whole and by the many accomplishments of the Recreation and Parks Division over the past several years. The development of the comprehensive Field and Park Study required foresight and dedication to an inclusive process which has resulted in an outstanding strategic plan which will help to guide the on-going expansion of playing fields, parks, and playgrounds throughout town. Creating a safe, protective, nurturing and positive environment for all our citizens, regardless of age or ability, has been one of my life-long commitments. I bring the perspective of an active member of town government, a parent of two children who grew up in Natick, and a grandparent of 3 young grandchildren. Multi-generational programming and collaboration are key to maintaining the physical, psychological and emotional well-being of our community. Enhanced programming, greater accountability, and more innovative approaches toward providing affordable activities and services are what I envision to be critical goals in the coming years. In addition, I believe that the collaboration among town departments to ensure the best possible outcomes in the development of the East School and Navy Yard playgrounds is an excellent model of cooperation that should continue in the future, thus ensuring that the most creative, thoughtful, and practical ideas prevail. Working well together with all of the community stakeholders is and will continue to be vital to the process of on-going innovation in spite of fiscal and operational constraints. I remain committed to the goals of this commission and look forward to sharing my energy and experience with the group.

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

☐ Yes ☒ No

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

- Experience working with at a variety of organizational levels - Strategic Planning - Youth leadership development - Risk management - Interpersonal skills and customer service - Financial management - Policy development - Problem solving and analytical skills - Project management - Management information systems

Please list any professional affiliations.

- Medical Reserve Corps (volunteer) - DeMolay International (Board member) - Masonic Health System of Massachusetts (Board member)

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

- DeMolay International youth group leadership and development (local, State, national and international levels) for over 40 years - Hiking, biking, swimming - Traveling

[WTS_Resume_040218.docx](#)

Upload a Resume

Wayne T. Szretter

25 Franconia Avenue
Natick, MA 01760-2701
(508) 380-5073 (C) (508) 655-0570 (H)

Objective

Senior management position in the health care field with responsibilities in the areas of health systems design, resource management, and marketing.

Summary of qualifications

- Over thirty-nine years of experience working at a variety of organizational levels within the Department of Veterans Affairs
- Extensive exposure to health care policy, resource methodologies, clinical operations, management information systems and strategic planning
- Self-motivated and highly organized
- Accomplished professional leader working in progressively responsible positions
- Exceptional problem-solving and analytical skills within a complex health care environment, successfully managing multiple projects
- Well-developed interpersonal skills, effectively interfacing with all levels internal and external to the organization
- Sincere commitment to quality health care and customer service

Professional experience

1988 – APR 2006

(APR 2006- AUG 2012 as a consultant)

**Veterans
Administration
Boston Healthcare
System**

Boston, Massachusetts

Since August 1999, served as Integration Manager for the VA Boston Healthcare System. Responsible to the Medical Center Director for managing and coordinating the integration of three highly affiliated medical centers located in Jamaica Plain, West Roxbury, and Brockton. Duties include controlling and coordinating the process of integration, leading business process reengineering efforts, and managing the development of organizational charts, service line high-level goals, objectives and planning. Appointed by the V01 Network Director to

serve on the Network Strategic Planning Council, VISN CARES Steering Committee, and the East Market (CARES) Planning Committee (lead planner). Since September 2001, assumed oversight of all construction within the VA Boston Healthcare System, and coordination and implementation of the CARES process. Duties included the analysis of both facility and workload demand data and the development of planning initiatives and market plan in conjunction with other VA facilities throughout the Network.

Assigned as Acting Integration Coordinator (October 1998 – August 1999) by the Medical Center Director to coordinate the integration efforts of the VA Boston Healthcare System. Responsibilities include development of the framework for the integration process; development of health planning strategies and assessment of priorities to best meet the healthcare needs of veterans; identification of options for service location and mix; development of an integration implementation plan; and development of reports pertaining to program planning.

During the period October 1997 – August 1999, served as Special Assistant to the Chief of Staff, Brockton / West Roxbury VA Medical Center. Responsible to the Chief of Staff in a large two-division, tertiary affiliated Medical Center for all administrative functions related to the office of the Chief of Staff as well as special projects for the Medical Center Director. Responsibilities include the conduct of special studies / task forces to improve operations and implement new programs.

During the period July – October 1997, served as Network Planner for the VA New England Healthcare System (VISN 1). Responsible to the Network Director for the coordination and liaison activities inherent to the development of a strategic plan for the VA facilities in New England.

Special achievements included the effort to relocate the Worcester Satellite Outpatient Clinic from downtown Worcester to its present location on Lincoln Street in Worcester. As project coordinator, I was responsible for the initial project submission to Headquarters in Washington, DC; the site survey of properties in Worcester; the coordination of the design of the clinic; and the overall activation of the clinic. Was also the driving force to establish and expand medical care sharing agreements with the Department of Defense and private sector health care providers (e.g. Keller Army Community Hospital, West Point).

Received Special Contribution Award (1998) for role in developing and coordinating the proposal to locate tertiary care at West Roxbury. The development of the Tertiary Care Proposal involved significant coordination of staff (both internal and external to the VA), close communication with constituents, stakeholders and consultants, and the conduct of independent analysis and validation of historical and prospective data regarding the provision of healthcare in New England.

One of 40 managers within the Department of Veterans Affairs to participate in a VA / Private Sector Information Management Training Program (1995-96) sponsored by the Association of University Programs in Health Administration. This training was designed to enhance performance in managing information for health reform and medical care cost recovery.

1987 - 1988

Veterans Administration Medical Center

Brockton, Massachusetts

Staff Assistant to the Director, Brockton / West Roxbury VA Medical Center. Responsible to the Medical Center Director for all areas related to program planning, resource management, and analysis of workload data. Responsible for providing comprehensive staff support to the management triad, including the conduct of analytical studies, preparation of correspondence for Director's signature, preparation of medical center policy memoranda, and oversight of data validation effort for the Medical Center. Collateral duties included staff support to the Chairman of the District Planning Board as well as liaison to planning officials at the District, Region, and Central Headquarters level.

1983 - 1987

Veterans Administration Medical District No.

1 Office

Bedford, Massachusetts

Health Systems Specialist, Medical District No. 1. Responsible to the Medical District Director for all areas related to program planning, development, coordination, and liaison activities inherent to the strategic planning process. Responsibilities included: development of health planning strategies and assessment of priorities to best meet the multi-disciplinary health care needs of the veteran population; provision of technical expertise, advice, and assistance in health care planning; participation in administrative research, management analysis and development of reports pertaining to program planning; and the acquisition, development and presentation of population-based planning data.

1981 - 1983

**Veterans Administration Central
Office**

Washington, DC

Health Systems Specialist, Health Systems Planning Service. Responsible to the Director, Health Systems Planning Service for the development and coordination of health care policy and guidance as related to the strategic planning effort of the Department of Veterans Affairs. Duties included the review, analysis, and coordination of field station and medical district submission of strategic plans, workload data, and proposals relating to the delivery of health care. Responsible for the interpretation of Agency policies and planning methodologies; preparation of high level correspondence for the Administrator's signature from congressional and other constituent groups; and presentation of written and oral reports to upper

level management within the Agency. Special projects included the development of a nation-wide clinical inventory that was adopted throughout the county.

Veterans Administration Central Office

1978 - 1981

Washington, DC

Program Analyst, Medical Research Service.

Responsibilities included the coordination and analysis of all matters relating to the utilization of R&D funds, space, and manpower for approximately 30 Veterans Administration medical centers located throughout the country. Duties included the coordination, analysis, and identification of trends, problems, and program accomplishments as well as the conduct of site visits to medical centers for the purpose of analyzing their administrative needs, strengths, and weaknesses.

1977 - 1978

Veterans Administration Medical Center

West Roxbury, Massachusetts

Administrative Officer to the Associate Chief of Staff for Research and Development. Responsibilities included the formulation and implementation of research policies and procedures as well as budget control, and long range plans for space, personnel, equipment, and construction.

1975 - 1977

Veterans Administration Outpatient Clinic

Boston, Massachusetts

Administrative Assistant to the Associate Chief of Staff for Research and Development. Responsibilities included the formulation and implementation of research policies and procedures. Staff responsibilities included operational programming, human services and resource management.

1972 - 1975

Veterans Administration Outpatient Clinic

Boston, Massachusetts

Statistician, Normative Aging Study (longitudinal research program). This position combined computer programming, computer assisted data management and analysis, and the position of Administrative Assistant to the Director, Normative Aging Study.

1972 - Present

Education

Various management and technical training seminars

- American Red Cross CPR/AED Certification (September 2011)
- Hospital Incident Command System for Managers (2004)
- Customer Service: Teams & Effective Service Recovery (2004)
- VHA Privacy Policy Training (2004)
- MHA Leadership Forum (2003)

- Capital Asset Realignment for Enhanced Services Training (2002)
- High Performance Development Model Training (2001)
- Capital Asset Management Conference (2000)
- Microsoft Project Training: project management software (1999)
- Leadership Strategies to Meet the Challenges of Reorganization (1999)
- Community Based Outpatient Clinics: Bringing Primary Care to Veterans (1998)
- Introductory KLF Menu Training (1998)
- Chaos, Confusion and Change – People Performance 2000 (1997)
- VA/Private Sector Information Management Training Program (1995-1996)
- Introduction to the Internet (1995)
- Impact on VA of Managed Care and Health Care Reform in the Private Sector (1995)
- VA Information Technology Conference (1995)
- Customer Retention: The Power of Service Partnerships (1994)
- Improving Care in the Cost-Containment Era (1994)
- Signing a Managed Care Contract: Understanding Your Obligations (NEHA, 1994)
- Strategies for Change (1994)
- HIV/AIDS Awareness Training (1994)
- Supervisory Safety Training (1994)
- Construction Management (1994)
- New England Summit on Health Care Reform (1993)
- Sexual Harassment Training (1993)
- Ethics Training (1993)
- Microsoft Training: Word, Excel, and PowerPoint (1988)
- Medical Staff Quality Assurance Issues (1988)
- Maximizing Facility Operations Through Use of Planning, RAM and Staffing (1987)
- Gramm-Rudmann: Health Policy (1986)
- Systems Integration: Compounding the Cubes (1985)
- Long-Term Care for the Elderly: Issues and Strategies for New England (1985)
- The Complex Cube of Long Term Care (1984)
- WYLBUR / SAS Training Workshop (1982)
- Strategic Planning - American Management Associations (1982)
- Medical District Initiated Program Planning Training Conference (1982)

- Labor Relations Management (1977)
- Position Management and Classification (1977)
- Federal Government Data Systems (1975)
- Basic Management Functions (1974)

University of Massachusetts

1972

Boston, Massachusetts

B.A., Mathematics

Military Service

1972 - 1978

**Headquarters and Headquarters
Detachment, MA National Guard**

Boston, Massachusetts (1972-1978)

Attended the U.S. Naval Data Processing “A” School, U.S. Naval Training Center, San Diego, California, as Computer Systems Operator, and was selected as the “Distinguished Honor Man” of Class 7311 (May 1973)

Publications

Rose, C.L., Bosse', R. and Szretter, W.T.: The Relationship of Scientific Objectives to Population Selection and Attrition in Longitudinal Studies: The Care of the Normative Aging Study, The Gerontologist, 1976.

Garvey, A.J., and Szretter, W.T.: Life-Long Effects of Drinking and Smoking on the Cognitive Functioning in a Healthy Population. The Gerontologist, October, 1975.

Szretter, W.T.: Attrition in the Normative Aging Study. The Gerontologist, October, 1975.

Community activities

2010 – 2014

Natick Community Senior Center

- Appointed member of the Community Senior Center Building Committee
- Appointed as Chair, FF&E Subcommittee of the Community Senior Center Building Committee

2004 – Present **Overlook VNA**

- Elected to Board of Trustees, Overlook Visiting Nurse Association, Inc. (a subsidiary of the Masonic Health Systems of Massachusetts)

1987 - Present **Town Government**

- Town Meeting Member for Town of Natick (elected office, 1987-2002).

1991 - Present **Recreation and Human Services**

- Member of the Recreation and Parks Commission (Town of Natick).
- Member, Open Space Subcommittee, 2003-2004 (appointed by Board of Selectmen, Town of Natick)
- Chairman of the Recreation and Parks Commission (1995-1997 and 2003-2013)
- Developed computerized registration program
- Implemented credit card processing (pilot program for Town of Natick)

1993 - 1996 **Council on Aging**

- Member of the Council on Aging Board of Directors (Town of Natick)
- Chairman, Finance Committee of the COA Board (1993 - 1996)
- Developed computerized data base and software program to track programs, activities and finances of the Natick Senior Center
- Designed and implemented computer network at the Natick Senior Center

1987 - Present **Church**

- Member of the First Congregational Church (Natick, Massachusetts)
- Board of Trustees (January 2001 – present)
- Member, Finance Committee (1996-present – Chair:1997-1999)
- Chairman of the Budget Committee (1996-1998)
- Created budgeting tools and data base for church finances

1989 - 2003 **Lincoln-Cabell County West Virginia Workcamp**

- Volunteer work in Appalachia
- Build and restore homes of needy families

1981 - Present **International Order of DeMolay**

- Active Member, DeMolay International
- DeMolay International Board of Directors June 2012 – June 2016
- Volunteer youth advisor at national, state and local levels

- Advisory Council Chairman, John Eliot Chapter (Natick)
- Deputy Executive Officer's staff for Massachusetts DeMolay (Boston) responsible for youth protection and risk management policies and procedures
- Recipient of Chevalier and Legion of Honor awards from DeMolay International (highest honor that can be bestowed upon an individual for outstanding leadership, adult service to DeMolay, and contributions to the community)

1979 - Present

Ancient Free and Accepted Masons

- Active member of Columbian Lodge, A.F. & A.M. (Boston, Massachusetts) and Meridian Lodge, A.F. & A.M. (Natick)
- Trustee of the Natick Masonic Trust (2012 – present)
- Worshipful Master, Meridian Lodge (1990-1991)
- Treasurer, Meridian Lodge (1991 - 1996)

1984 - Present

Aleppo Temple Shrine

- Member of Aleppo Temple Shrine (Burlington, Massachusetts)
- Volunteer for Shriners' Burns Hospitals and Hospitals for Crippled Children

References

Available upon request.

Profile

Mark

First Name

Bergin

Last Name

mbergen53@gmail.com

Email Address

38 Oak Street

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What district do you live in? *☒ N/A

Mobile: (508) 665-8259

Primary Phone

Home:

Alternate Phone

NU Paradigm

Employer

Job Title

Which Boards would you like to apply for?

Contributory Retirement Board: Submitted

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

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

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

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

Retirement Board

Interests & Experiences

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

Continue to serve on the Retirement Board. I have been in the investing industry for thirty years.

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

☐ Yes ☒ No

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

Attorney, Investment Experience

Please list any professional affiliations.

Series 7, Series 63 Certifications

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

Upload a Resume

Profile

Paul

First Name

Gorman

Middle Initial

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

What district do you live in? *

☒ Precinct 4

Primary Phone

Alternate Phone

Employer

Job Title

Which Boards would you like to apply for?

Information System Advisory Board: Submitted

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Information System Advisory Board- (1) Term, June 2015-June2016 Cable Advisory Board - June 2015-June 2018

Interests & Experiences

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

Continued support of both town and school networking systems.

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

☐ Yes ☒ No

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

20+years hi-tech industry with computer and networking experience.

Please list any professional affiliations.

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

Upload a Resume

ITEM TITLE: Confirm the Town Administrator's Re-Appointment of Art Goodhind as Tree Warden

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Re-appointment letter	6/19/2018	Cover Memo



Town of Natick

Town Administrator's Office

TO: ARTHUR GOODHIND, SUPERVISOR OF LAND, FACILITIES AND NATURAL RESOURCES
FROM: MELISSA MALONE, TOWN ADMINISTRATOR
SUBJECT: RE-APPOINTMENT AS TREE WARDEN
DATE: 6/18/2018
CC: BOARD OF SELECTMEN
JEREMY MARSETTE, DPW DIRECTOR
RICHARD TRANFAGLIA, HUMNA RESOURCES DIRECTOR

Melissa Malone
6-19-18

By this letter I am re-appointing you as Tree Warden for the Town of Natick, in conjunction with your role as Supervisor of the DPW Division of Land, Facilities and Natural Resources. This three-year term is effective through June 30, 2021

Thank you very much for taking on this important responsibility.

ITEM TITLE: Approve Board of Selectmen Meeting Dates
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
July 2018-June 2019 BOS Meeting Schedule	6/21/2018	Cover Memo

**BOARD OF SELECTMEN MEETING DATES
JULY 2018 THROUGH JUNE 2019**

2018

Monday	July 9, 2018
Monday	July 23, 2018
Monday	August 6, 2018
Monday	August 20, 2018
Tuesday	September 4, 2018
Monday	September 17, 2018
Monday	October 1, 2018
Monday	October 15, 2018
Monday	October 29, 2018
Tuesday	November 13, 2018
Monday	November 26, 2018
Monday	December 10, 2018
Monday	December 17, 2018

2019

Monday	January 7, 2019
Tuesday	January 22, 2019
Monday	February 4, 2019
Tuesday	February 19, 2019
Monday	March 4, 2019
Monday	March 18, 2019
Monday	March 27, 2019
Monday	April 1, 2019
Tuesday	April 16, 2019
Monday	April 29, 2019
Monday	May 13, 2019
Tuesday	May 28, 2019
Monday	June 10, 2019
Monday	June 24, 2019

*Monday Holiday

**School Committee Meeting

***Reorganization Following Election

July 2018-June 2019 Dates Approved at June 25, 2018 BOS Meeting
(Dates are subject to change)

ITEM TITLE: Authorize Chair to Sign MWRTA/Town of Natick Contract Extension for Elderly & Disabled Transportation Services

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Contract Extension Through 6/30/2019	6/19/2018	Cover Memo



METROWEST REGIONAL TRANSIT AUTHORITY
Public Transportation System

15 Blandin Avenue, Framingham, MA 01702
Ph. (508) 935 2222 ▪ Fax (508) 935 2225 ▪ www.mwrta.com

June 1, 2018

Amy Mistrot, Chair
Natick Board of Selectmen
13 E. Central St.
Natick, MA 01760

Dear Ms. Mistrot,

Please find enclosed the 2018-2019 Contract Extension for the elderly and disabled transportation services between the MWRTA and the Town of Natick, provided by the Natick Council on Aging.

Please sign all three (3) copies and return for MWRTA signature. One (1) original copy will be returned for your records once all signatures are obtained.

Please do not hesitate to contact me if there are any questions.

Thank you,

Eva Willens,
Deputy Administrator



METROWEST REGIONAL TRANSIT AUTHORITY
Public Transportation System

15 Blandin Avenue, Framingham, MA 01702
Ph. (508) 935 2222 • Fax (508) 935 2225 • www.mwrta.com

CONTRACT EXTENSION
BY AND BETWEEN
THE TOWN OF NATICK
AND
THE METROWEST REGIONAL TRANSIT AUTHORITY

THIS AGREEMENT is made this 1st day of July 2018 by and between the TOWN OF NATICK, MA, a municipal corporation hereinafter referred to as the "TOWN" and the METROWEST REGIONAL TRANSIT AUTHORITY ("MWRTA"), a body politic and corporate and political subdivision of the Commonwealth of Massachusetts, hereinafter referred to as the "RTA."

The TOWN and the MWRTA agree to extend the contract for elderly and disabled transportation services, between the parties dated December 15, 2014 for one additional year through June 30, 2019.

The terms and conditions of said contract are hereby ratified and affirmed.

IN WITNESS WHEREOF the parties hereto have caused this extension to be executed by their duly authorized officers on the day and year first written above.

MetroWest Regional Transit Authority
By: _____

Town of NATICK
By: _____

Edward J. Carr, Administrator

Dated: _____

Dated: _____

Approved as to form:

Approved as to form:

General Counsel

Town Counsel

Dated: _____

Dated: JUNE 14, 2019

ITEM TITLE: Weekly Warrant Review 6/12/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
6/12/18	6/19/2018	Cover Memo



Office of the Comptroller

Town of Natick
Massachusetts 01760

Date: June 8, 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 June 8, 2018

Warrant Type	Warrant Number	Check date	Amount
Payroll	2018-51P	6/12/2018	1,404,176.78
Accounts Payable	2018-51R	6/12/2018	14,211.22
Accounts payable	2018-51S	6/12/2018	385,078.62
Accounts payable	201851VB	6/12/2018	4,820.16
Accounts payable	2018-51T	6/12/2018	614,557.90
201851NC	201851NC	6/12/2018	5,628,475.65

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

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



ITEM TITLE: Accept Donation from Wegmans Food Markets, Inc. to the Recreation and Parks Department

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Memo from Karen Partanen	6/21/2018	Cover Memo



Natick Community Services Recreation and Parks

COMMUNITY THROUGH PEOPLE, PARKS & PROGRAMS

MEMO

SUBJECT: Donation to Recreation & Parks
DATE: 06/20/2018
TO: Amy Mistot, Chair Natick Board of Selectmen
CC: Bill Chenard , Deputy Town Administrator - Operations
Jemma Lambert, Community Services Director
FROM: Karen Partanen, Director of Recreation & Parks

The Recreation & Parks Department received a check from Wegmans Food Markets Inc., in the amount of \$900 on June 18 to offset the fees associated with Concerts on the Common. We are very grateful to receive this donation in order to enhance our recreational offerings to the Natick community.

Thank you for considering acceptance of this donation and I am happy to attend a future meeting to discuss this in more detail.

ITEM TITLE: Appoint Town Counsel

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Natick By-Laws --- Article 22	6/22/2018	Cover Memo
Memo from Melissa Malone	6/25/2018	Cover Memo

ARTICLE 22

TOWN COUNSEL

Section 1 Office and Qualifications

The Town shall have a Town Counsel who shall be an individual attorney or group, association, firm, partnership or professional corporation of attorneys admitted to practice in the Commonwealth. Town Counsel need not be a resident of the Town or maintain a law office in the Town.

Section 2 Relationship

Town Counsel shall be an independent contractor and shall not be an employee of the Town.

Section 3 Appointment and Term

Town Counsel shall be appointed by a majority of the Board of Selectmen for a term not to exceed one year expiring in each case, on June 30th. Town Counsel shall, in any case, serve at the pleasure of the Board of Selectmen and all contracts shall so state.

Section 4 Screening Committee

In the event of a vacancy in the Office of Town Counsel, the Selectmen shall, from time to time, establish a Town Counsel Screening Committee consisting of five members, who are residents of the Town, with at least three being members of the Massachusetts Bar and preferably senior attorneys who hire or supervise other attorneys' work. Said Committee will be responsible for nominating candidates who are members in good standing of the Massachusetts Bar for the position of Town Counsel. The Selectmen shall, on or before the first day of July, or whenever a vacancy shall exist, appoint a candidate from among those recommended as qualified by said Committee to serve as Town Counsel. The Selectmen shall have the right to request additional candidates from said Committee.

Section 5 Duties and Request for Services

a. Town Counsel shall serve as the legal advisor to the Town. In addition to those duties and responsibilities as set forth in the General Laws of the Commonwealth and these By-Laws, all as may be amended from time to time, the Town Counsel shall render all legal services as may be reasonably required of him by the vote of the Town or majority of the Board of Selectmen.

b. All other requests for the services of Town Counsel shall, whenever time permits, be submitted to Town Counsel through the Office of the Town Administrator.

c. That the following shall have the right to request of Town Counsel advice concerning their duties: members of the Board of Selectmen, Town Clerk, Superintendent of Schools,

Building Inspector, Director of Public Works, Public Works Commission and Recreation Commission, Director of Public Health, Town Moderator, Comptroller, Town Treasurer/Collector, Tree Warden, Superintendent of Recreation and Chairman of the following Boards or Committees acting with the authority of a majority of their members: Board of Assessors, Board of Appeals, Planning Board, School Committee, Finance Committee, Board of Health, Conservation Commission, Retirement Board, and Personnel Board.

d. That all other Boards or Committees and other Town Officials desiring to obtain legal advice must first obtain the prior consent of the Town Administrator or Board of Selectmen.

All requests for advice under Section b and c of this Article shall be made in good faith and be of sufficient legal implication to the Town.

Section 6 Authority to Settle

The Town Counsel shall not make final settlement of any claim to which the Town or any Town Agency is a party unless he has been duly authorized by vote of the Town Meeting, by the majority vote of the Selectmen, unless otherwise provided by law.

Section 7 Authority to Prosecute

The Town Counsel shall, if requested by the Selectmen, prosecute in the appropriate court, any cases of violation of the Statutes of the Commonwealth or By-Laws of the Town.

Section 8 Special and Interim Counsel

Unless expressly authorized by statute, a vote of Town Meeting, or vote of the Selectmen, no Board, Officer or Official of the Town shall engage, for remuneration to be paid by the Town, any attorney, other than Town Counsel, with regard to its or his official duties, or any Town business, or the business of any of the Departments thereof. The Selectmen may, whenever they deem necessary, employ special and/or interim counsel to assist or act in place of Town Counsel. Said special counsel need not be a resident of the Town.



TOWN OF NATICK Massachusetts 01760

mam

TO: Board of Selectmen
FROM: Melissa A. Malone, Town Administrator
DATE: June 25, 2018
RE: Recommendation for Town Counsel Appointment

Article 22 of the Town of Natick By-laws addresses the appointment of Town Counsel. The appointment of Murphy, Hesse, Toomey & Lehane will expire on June 30, 2018.

I recommend that the Board appoint Murphy, Hesse, Toomey & Lehane through December 31, 2018.

ITEM TITLE: Accept the Resignation of Linda Vitagliano from the Community Services Advisory Committee

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Resignation	6/21/2018	Cover Memo



Donna Donovan <ddonovan@natickma.org>

Re: letter of resignation

1 message

lindavitag@gmail.com <lindavitag@gmail.com>

Mon, Jun 11, 2018 at 11:45 AM

To: Jemma Lambert <jlambert@natickma.org>

Cc: Donna Donovan <ddonovan@natickma.org>, paula panchuck <ppanchuck@verizon.net>

Donna, I am submitting my resignation. Due to caring for aging parents I no longer can spare the time. My last meeting will be June 18th.

Jemma, thank you for giving me the opportunity to serve.
Linda

Sent from my phone

----- Original message-----

From: Jemma Lambert

Date: Mon, Jun 11, 2018 8:57 AM

To: Linda Vitagliano;

Cc: Donna Donovan;paula panchuck;

Subject:letter of resignation

Hey there Linda

Donna Donovan in the Town Administrator's office needs a letter of resignation from the CSAC. An email will suffice.

I've cc'd Donna here to help streamline that process for you.

Thanks Linda

Jemma

--

Jemma Lambert, Director

Community Services Department

Town of Natick

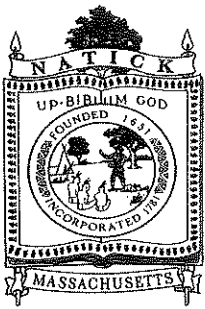
O -508.647.6546 C -508.294.5898

ITEM TITLE: Confirm the Town Administrator's Re-appointments to the Golf Course Oversight Committee

ITEM SUMMARY: a. Bob Healey
b. George Richards

ATTACHMENTS:

Description	Upload Date	Type
Reappointment Letter and Application	6/25/2018	Cover Memo



Town of Natick
Massachusetts 01760
www/natickma.gov

Melissa A. Malone
Town Administrator

William D. Chenard
Deputy Town Administrator/Operations

John M. Townsend
Deputy Town Administrator/Finance

June 25, 2018

Robert Healey
21 Lakeview Avenue
Natick, MA 01760

RE: Golf Course Oversight Committee

Dear Mr. Healey:

In accordance with MGL, Chapter 164 of the Acts of 1998, I am informing the Board of Selectmen of my intent to reappoint you a member of the Golf Course Oversight Committee. Your appointment will be effective from July 1, 2018-June 30, 2021.

Please contact Town Clerk, Diane Packer at 508-647-6430 or dpacker@natickma.org at your earliest convenience to make arrangements to be sworn in for your new term. Please have this letter with you when you are sworn in by the Town Clerk.

Thank you for your continued time and commitment to the Golf Course Oversight Committee.

Sincerely,

Melissa A. Malone
Town Administrator

Cc: Town Clerk

Profile

Robert

First Name

Middle Initial

Healey

Last Name

bh265.ims@gmail.com

Email Address

21 Lakeview Avenue

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What district do you live in? *☒ Precinct 3

Business: (508) 653-0625

Primary Phone

Mobile: (508) 935-7491

Alternate Phone

Self employed

Employer

Irrigation Consultant

Job Title

Which Boards would you like to apply for?

Golf Course Oversight Committee: Submitted

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

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

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

Robert Healey
21 Lakeview Ave.
Natick, MA 01760-4252
508 / 653-0625
bh51.ims@gmail.com

College: Wentworth College of Technology
Boston, MA

Degree: Associates, Aeronautical and Space Engineering Technology (1971)
BS Mechanical Engineering (1974)

Work Experience:

Irrigation Management and Services (IMS), Natick, MA owner
Irrigation Consulting and Design Services, Owner (1989 -- present)

LandTech Associates, Marlboro, MA -- Manager of Irrigation Division, Purchasing, Design, Sales,
Estimating, Consulting and Contracting (1984 -- 1989)

Larchmont Engineering, Lexington, MA -- Irrigation Design, Snowmaking Design, Sales, Conducting
Design Seminars and Consultation (1979 -- 1984)

Related Associations:

- Golf Course Superintendents Association of America, (GCSAA), 1992 - present
- New England Golf Course Superintendents Association, (GCSANE), 1989 - present
- American Society of Irrigation Consultants (ASIC), 1986 - present
- Irrigation Association of America, (IA), 1989 - present
- Donald Ross Society, 1998 - present

Related Certifications:

Certified Irrigation Designer, CID (Irrigation Association)
Commercial Design, 1984
Golf Course Design, 1985
Professional Member, American Society of Irrigation Consultants (ASIC), 1986

Sample Irrigation Project References:

- * Wellesley College Campus Wellesley MA, Master Plan for Irrigation, Paint Pond Remediation project, Athletic Fields, Wang Campus Center, Davis Garage and Police Station, Chapel Hill, Tower Hill, Alumnae Valley - Restoration Project, Nehoiden Golf Club, design, specification and construction engineering.
- * Comprehensive Assessment of City Fields, City of Pawtucket, 14 sites and 43 playing fields.
- * Town of Danvers, MA, master plan, athletic fields, design and specifications.
- * Town of Belmont, MA, master plan, various athletic fields, design and specifications.

- * Town of Natick, MA one of seven members of Town Charter and By-Law Review Committee appointed 2008, dissolved 2010.
- * Town of Natick, Golf Course Advisory Committee 2007 – present [Chairmen since 2010]
- * Golf Course Superintendents Association of New England member of Scholarship and Benevolence Committee 1992-present
- * Trustee, Golf Course Superintendents Association of New England Scholarship and Benevolence Charitable Trust 2014 – present.
- * Chairmen of By-Law Revision/Re-write and Code of Ethics Committee, Golf Course Superintendents Association of New England 2014- present.

ITEM TITLE: Marijuana

ITEM SUMMARY: a. Adult Use Marijuana Community Forum Presentation-KP Law-6/21/18
b. Adult Use Marijuana Community Forum Presentation-Director of Community & Economic Development-6/21/18
c. For regulations and guidance documents, please see the Cannabis Control Commission website: <https://mass-cannabis-control.com/guidance-documents/>

ATTACHMENTS:

Description	Upload Date	Type
Community Forum Presentation-KP Law	6/22/2018	Cover Memo
Community Forum Presentation-Director of Community & Economic Development	6/22/2018	Cover Memo

THE REGULATION OF ADULT USE MARIJUANA

Katherine D. Laughman, Esq.

Prepared for the
NATICK COMMUNITY FORUM
JUNE 21, 2018

KP | LAW



THE LEADER IN PUBLIC SECTOR LAW
ATTORNEYS AT LAW

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AN ACT TO ENSURE SAFE ACCESS TO MARIJUANA

- On November 8, 2016, Massachusetts voters approved (53% in favor) Question 4 legalizing the adult use of marijuana and marijuana establishments (Chapter 334 of the Acts of 2016). (**NATICK VOTE: 54.07% voted in favor**)
- On July 28, 2017, Governor Baker signed the General Court's revised law on the subject, "An Act to Ensure Safe Access to Marijuana" (the "Act"), adopted as Chapter 55 of the Acts of 2017.
- The Act also makes changes to the Medical Use of Marijuana Program, which was established by Chapter 369 of the Acts of 2012, "An Act for the Humanitarian Medical Use of Marijuana," following the passage of Ballot Question 3 in the 2012 general election.



PERSONAL USE OF NON-MEDICAL MARIJUANA

Personal use
of marijuana
not subject to
municipal
regulation:

- **Public possession of 1 ounce or less of marijuana**
 - 21 years or older
- **Home growth and Possession**
 - Up to 10 ounces of marijuana for personal use
 - Any marijuana produced on premises by not more than 6 marijuana plants
 - Up to 12 plants if multiple growers on the premises
- **Give away/Transfer to other consumers up to 1 ounce**
 - No remuneration
 - Not advertised to public
 - 21 or older
- **Possession and manufacturing of marijuana accessories**
 - Persons 21 years of age or older may also possess or manufacture marijuana accessories or sell such accessories to a person 21 years of age or older.

PERSONAL USE OF NON-MEDICAL MARIJUANA

Limitations on personal use of marijuana:



- **Visibility**
 - Cultivation and processing marijuana plants may not be visible from a public place.
- **Security**
 - Marijuana or marijuana products exceeding 1 ounce within the person's place of residence must be secured by a lock.
- **Public Consumption**
 - No person shall consume marijuana in a public place or smoke marijuana where smoking tobacco is prohibited.
 - The term "public place" is not defined in the Act; may include areas both privately and publicly owned to which the public have rights of access by invitation, either express or implied.
- **Open Container**
 - Open containers of marijuana or marijuana products are prohibited in the passenger area of any motor vehicle.

TYPES OF LICENSED ADULT USE MARIJUANA

Types of Adult-Use Marijuana Establishments as defined in G.L. c.94G, s.1

- Marijuana Establishment means:
 - "Marijuana cultivator"
 - "Marijuana retailer"
 - "Marijuana product manufacturer"
 - "Independent testing laboratory"
 - Any other type of licensed marijuana-related business
 - NOT a Medical Marijuana Treatment Center



OTHER TYPES OF LICENSED ADULT USE MARIJUANA

Additional types of Licensed Marijuana Establishments

- Craft Marijuana Cultivator Cooperative
- Microbusiness
- Marijuana Transporter



TYPES OF LICENSED MEDICAL USE MARIJUANA

Medical Use Marijuana licensed by the Department of Public Health
(105 CMR 725.00)

- Medical Marijuana Treatment Center (or RMD)
 - Each RMD is licensed (registered) to cultivate, process and retail its own marijuana under a single license
 - DPH will continue to regulate medical-use marijuana in the short-term under its existing regulatory scheme, 105 CMR 725
 - Transfer of oversight and regulation of medical-use marijuana to the Cannabis Control Commission will occur on or before December 31, 2018.



THE CANNABIS CONTROL COMMISSION

- Five member Cannabis Control Commission (“CCC”) has been given comprehensive oversight for all adult use and medical use marijuana
- CCC is charged with implementing and enforcing statewide regulations addressing the following:
 - public health issues, including product labeling, advertising and potency
 - Industry issues, including cultivation, distribution, transportation and seed-to-sale tracking
 - Market participation for communities, including women, minorities, veterans and growing cooperatives
 - Licensing
 - Inspections
 - Enforcement



CCC LICENSING PROCESS

Application of Intent

- Incorporation
- Capital
- Bond
- Property Interest
- *Municipal Information*
- Positive Impact on DIA

Background Check

- All executives, managers, persons or entities with direct or indirect authority over the management policies, cultivation or security operations
- Fingerprint check
- Nationwide civil & criminal

Management and Operations Profile

- Certificate of Good Standing with SoS and DOR
- Business Plan
- Operating Policies and Procedures
- Training Plan

CCC Licensing Process

Background Check Packet includes:

- A CORI check form;
- Requirement for fingerprinting that enables a multi-state criminal history check;
- Narrative information from individuals listed on the application as executives, members, close associates or managers.
- **MANDATORY DISQUALIFICATIONS** under the statute (not including prior marijuana offenses).



Cultivation and Manufacturing Requirements

- **Cultivation may be indoor or outdoor**
 - Must be in designated area that is not visible from public place without aid of binoculars, aircraft or other special aids
- Cultivation and production must satisfy minimum **energy efficiency and equipment standards** established by the Commission and environmental laws relating to water quality, solid and hazardous waste management.
 - CCC will establish “best management practices” to reduce energy and water usage, engage in energy conservation and mitigate environmental impacts
- Production of edible marijuana products must be prepared, handled and stored in compliance with the sanitation requirements of 105 CMR 500.00 (Good Manufacturing Practices for Food) and with requirements for food handlers
- Limitations on edible products:
 - May not take the form of a shape of human, animal or fruit or shape that bears likeness or characteristics of a realistic or fictional human, animal or fruit, including artistic, caricature, or cartoon renderings
 - May take the form of geometric shapes and be “fruit flavored”

Operational Requirements

- All marijuana and marijuana products must be handled in compliance with sanitary requirements.
- Edible marijuana products are not considered food under the law, but must be handled in compliance with sanitary requirements for wholesale manufacturing, retail sale and transportation of food.
- All marijuana and marijuana products must be tested in compliance with the testing protocols established by the Department of Public Health.
- All marijuana and marijuana products must be tracked from seed to sale in interoperable database.
- \$5,000 bond or cash to be posted in the event of the need to destroy cannabis or cannabis products
- Required compliance with existing state laws on cultivation, waste disposal, etc.
- Energy conservation and environmental requirements.

Security Requirements

- ❖ Cultivators, marijuana product manufacturers, independent laboratories and research facilities must restrict access to only authorized employees and visitors;
- ❖ All inventory must be tracked on the interoperable system set by the Commission;
- ❖ Must be alarmed;
- ❖ Visitors must be logged;
- ❖ Marijuana and marijuana products must be stored in limited access areas;
- ❖ 24 hour video surveillance is required;
- ❖ Must be sufficiently lit to allow readable image to be captured;
- ❖ Security plan filed with local law enforcement.



Security Requirements

Access to Retail Stores

- ❖ Retailers must check government issued ID to demonstrate someone is 21 years of age or older before allowing anyone access to marijuana establishment for adult use.
- ❖ For co-located medical marijuana dispensaries and adult use marijuana establishments, retailers must check government issued ID to demonstrate someone is 21 years of age OR check that someone has a DPH Program ID card showing they are a patient and a government ID showing they are 18 years of age or older.



Marketing, Advertising, Branding

Permitted Practices

- ❖ **CAN have logo, but logo CAN'T use medical symbols, images of marijuana, related paraphernalia, and colloquial references to cannabis and marijuana are prohibited from use in this logo;**
- ❖ **Sponsorship of a charitable, sporting or similar event, but marketing limit to audience expected to be 85% 21 years and older according to data;**
- ❖ **Locked display cases inside each establishment;**
- ❖ **Any marketing shall include statement “Please Consume Responsibly” and at least 2 other warnings from menu of choices;**
- ❖ **All marketing must include warning developed by DPH.**



Labelling Requirements

Comprehensive labelling requirements, including:

- ❖ Requirements specified for type of product;
- ❖ Name and contact information of creator;
- ❖ Cannabinoid profile, as well as ingredients;
- ❖ Warning re: allergen;
- ❖ DPH warning;
- ❖ Graphic symbol indicating product contains marijuana and that it is dangerous to children;
- ❖ Serving size;
- ❖ Batch and serial number;
- ❖ Confirmation of testing;
- ❖ Directions for use.

Packaging Requirements

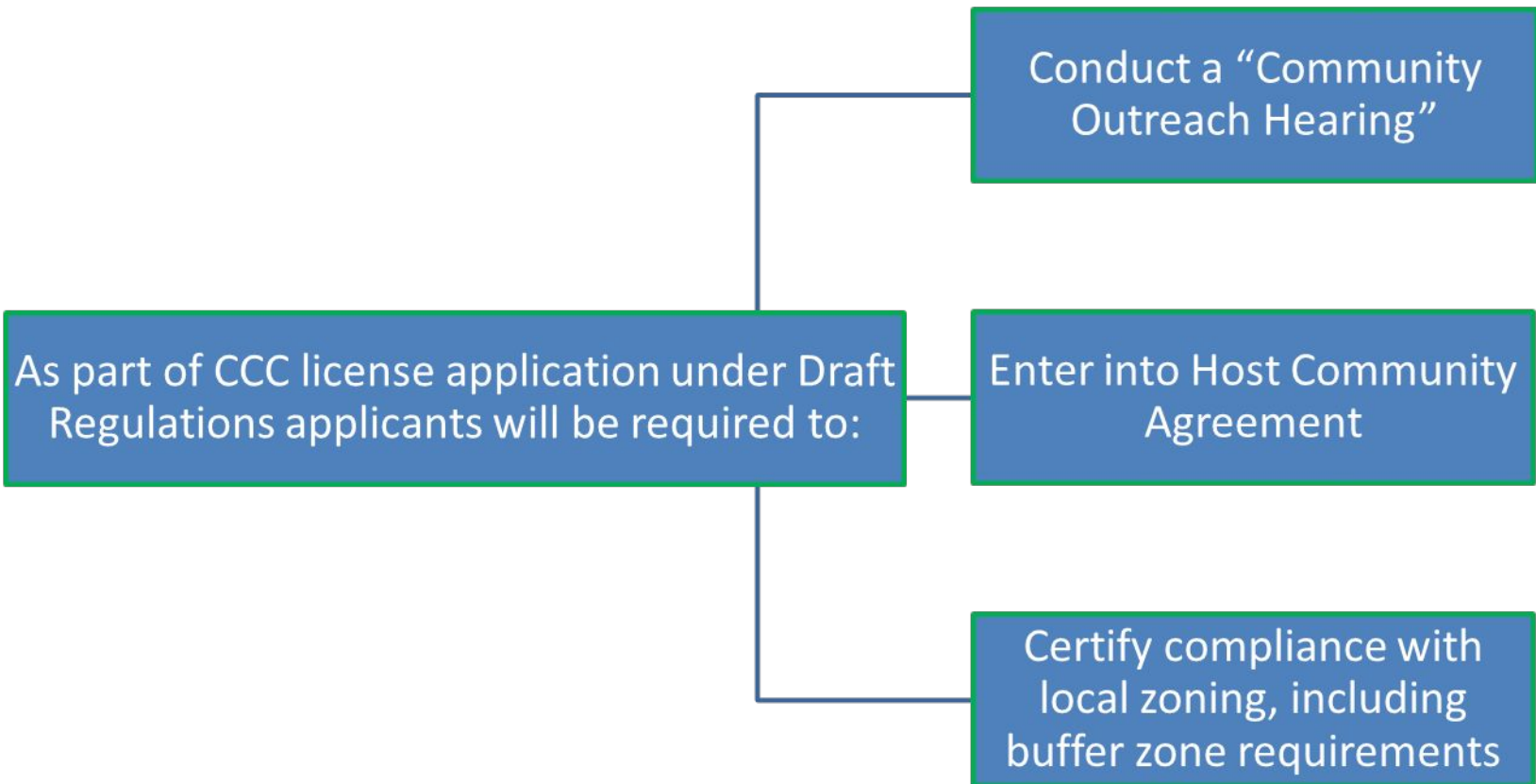
Comprehensive packaging requirements:

- Certified by independent third party to be child-resistant;
- Resealable;
- Opaque, plain design;
- No neon colors;
- No resemblance to existing non-marijuana consumer products;
- No designs, brands or names typically marketed to minors;
- No symbols or celebrities that are commonly used to market products to minors;
- No images of minors; or
- No words that refer to products that are commonly associated with minors or marketed by minors.

CURRENT CCC TIMELINE

April 1, 2018	<ul style="list-style-type: none">• Began certification application for “priority applicants,” which include Medical Marijuana Treatment Centers and “Economic Empowerment Applicants”
April 18, 2018	<ul style="list-style-type: none">• Began accepting license applications from certified “priority applicants.” All license types available.
May 1, 2018	Open applications for: <ul style="list-style-type: none">•Cultivation•Microbusiness•Craft cooperatives•Independent Testing Laboratories•Laboratory Agents
June 1, 2018	Open applications for: <ul style="list-style-type: none">•Retail•Product manufacturers•Transport

MUNICIPAL ROLE IN LICENSING BY THE CANNABIS CONTROL COMMISSION



COMMUNITY OUTREACH MEETING

CCC Regulations require an Applicant to hold a Community Outreach Meeting within six (6) months prior to submission of license application to CCC

Notice

Meeting must be advertised at least seven (7) calendar days prior to date of hearing

Copy of meeting notice filed with town or city clerk, planning board, contracting authority for the municipality, local licensing authority for adult use marijuana (if applicable)

Copy of meeting notice must be sent to abutters

Content of Hearing

Discussions of type(s) of Marijuana Establishment to be located at proposed address

Security information

Steps taken by Applicant to prevent diversion to minors

Plan for positive community impact

Information to demonstrate location will not be a nuisance

Requirement for Q&A from community members to representatives of Marijuana Establishment

HOST COMMUNITY AGREEMENTS

Host Community Agreements

The Act requires that both recreational marijuana establishments and medical marijuana treatment centers enter into a HCA with host communities and allows for a “community impact fee.”

-
- The community impact fee must be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment or medical marijuana treatment centers
 - The community impact fee shall not amount to more than 3 per cent of the gross sales of the marijuana establishment or medical marijuana treatment center or be effective for longer than 5 years.
 - The Act does not expressly preclude renegotiation of a Community Impact Fees at the end of the initial five year term.
 - The municipality is required to document its costs.
 - Applicant must certify to the CCC that it has entered into a HCA as part of application to CCC – prerequisite for completion of an application.

ZONING BYLAW/ORDINANCE COMPLIANCE

Applicants must submit to the CCC documentation that a proposed site is compliant with the bylaws/ordinances in effect at the time of the application



Once application filed with CCC is deemed complete, the CCC will notify the municipality



The municipality has 60 days from date of correspondence from CCC to notify the CCC that the applicant is not in compliance with local ordinance/bylaw



If no communication is sent from the municipality, the Applicant will be deemed in compliance

ZONING BYLAWS/ORDINANCES

Time , Place and Manner

- Municipalities may regulate the “time, place and manner” of marijuana establishment operations and impose reasonable safeguards.
- May include special permit or site plan review
- May include creation of overlay districts

May not be “unreasonably impracticable.”

- *“the measures necessary to comply” may not subject licensees to “unreasonable risk or require such a high investment of risk, money, time or any other resource or asset that a reasonably prudent businessperson would not operate a marijuana establishment.” (G.L. c.94G, s.1)*

Existing Use Classifications

- A proposed marijuana-related may be regulated under an existing use classifications.
- *Municipalities may not interpret prohibitory bylaws/ordinances as excluding marijuana establishments*

Local licensing

- CCC regulations provide that a municipality may implement its own licensing process/fees provided it does not conflict with state law.

ZONING BYLAWS/ORDINANCES

Ordinances and bylaws may also:

- restrict licensed cultivation, processing and manufacturing of marijuana that is a “public nuisance,”
- establish restrictions on public signs related to marijuana establishments, provided the standard is not more restrictive than those applied to retail establishments selling alcoholic beverages within a municipality
- establish a civil penalty for violation of an ordinance or bylaw
- Establish a buffer zone

Bylaws/Ordinances may not bar the transportation of marijuana or marijuana products

Standard practices for adoption of zoning ordinances or bylaws will apply (G.L. c.40A, sec.5)

ZONING BYLAWS/ORDINANCES

Buffer Zone Requirements

Under the Act, a Marijuana Establishment may not be located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12 (measured from lot lines of impacted properties).

Municipalities may adopt an ordinance or bylaw that reduces that distance requirement

NOTE: This buffer is less restrictive than the default buffer zone imposed by DPH on medical marijuana treatment centers:

"Absent local siting requirements, MMTCs shall not be sited within a radius of five hundred feet of a school, daycare center, or any facility in which children commonly congregate."

105 CMR 725.110(A)(14)

LIMITATION OR PROHIBITION

Pursuant to G.L. c.94G, §3, a municipality may prohibit or limit recreational marijuana establishments by bylaw or ordinance with respect to the following:

prohibit the operation of **one or more types** of marijuana establishments

limit the number of marijuana retailers **to fewer than 20 percent** of the number of retail off-premises alcoholic beverage licenses issued under G.L. c.138 by the municipality

limit the number of any type of marijuana establishment to **fewer than the number of medical marijuana treatment centers** registered to engage in the same type of activity in the municipality.

LIMITATION OR PROHIBITION - PROCESS

If a municipality voted in favor of Question 4 on November 8, 2016 [i.e., a majority of voters casting ballots voted “yes” on the question], then two votes must be taken before a prohibiting or limiting bylaw/ordinance can be effective:

- (1) it must be approved by the voters by ballot at an annual or special election, and
- (2) the ordinance or bylaw must be approved by the local legislative body.

LIMITATION OR PROHIBITION



Municipalities may impose bylaw limitations on marijuana retail establishments amounting to 20% or higher than the number of package store licenses issued without the two step ballot/bylaw process

ON-SITE SOCIAL CONSUMPTION

Petition for Question on State Ballot to Social Consumption

Requirements:

Petition of not fewer than 10 percent of the number of the voters of the city or town voting at the state election preceding the filing of the petition (G.L. c.94G, s.3(b))

- The ballot question must be presented to the voters of the city or town at the next biennial state election to allow the consumption of marijuana and marijuana products on the premises where they are sold.
- Petition must conform to provisions of General Laws relating to initiative petitions at the municipal level
- Likely requirement will be for petition to be filed with the Secretary of the Commonwealth no later than the first Wednesday in August.
- This is the ONLY procedure whereby a municipality can allow social consumption.

ZONING MORATORIA

Zoning Moratoria

- A zoning moratorium imposes a temporary limit on the ability of applicants to locate marijuana establishments within a municipality to allow additional time to plan for regulation of marijuana uses.
- ***Natick has a zoning moratorium on adult use marijuana in effect until December 31, 2018.***

LOCAL TAX OPTION



- The Act created a new Chapter 64N of the General Laws setting tax rates for the sale of recreational marijuana products.
- Section 3 allows cities and towns to impose a local sales tax on the “sale or transfer of marijuana or marijuana products by a marijuana retailer operating within the city or town” up to 3% of the total sales price.

QUESTIONS?



CONTACT INFORMATION

Katherine D. Laughman, Esq.

KP Law, P.C.

101 Arch Street, 12th Floor

Boston, MA 02110

(617) 556-0007

klaughman@k-plaw.com

www.k-plaw.com



The Leader in Public Sector Law

Adult Use Marijuana in Natick

Board of Selectmen Public Forum

21 June 2018

Town Process

- Staff, Boards & Committees
- Process & timeline
- Regulations & Policies

Staff, Boards & Committees

Staff Working Group

- Police Chief
- Director Health Department
- Director Community & Economic Development (CED)
- Prevention & Outreach Program Manager
- Town Administrator
- Legal Counsel (KP Law)

Board & Committees

- Board of Selectmen
- Board of Health
- Planning Board
- Finance Committee
- Town Meeting

Process & Timeline

- **2016** - State-wide vote on adult use marijuana
 - **October 2017** - Local Moratorium approved (expires December 31, 2018)
 - **December 2017** - Draft state (CCC) regulations published
 - **January 2018** - Board of Selectmen consider local options and instruct staff to begin crafting local regulations once final State regulations are adopted
 - **March/April 2018** - Final State (CCC) Regulations adopted; Town secures KP Law to assist with local regulations
 - **April/May 2018** - Review of CCC regulations to inform local process; Schedule June 21 community forum
-
- **June/July/August/September 2018** - Draft & Review local regulations & policies
 - **August 2018** - Submit applicable Warrant Articles for Fall 2018 Town Meeting
 - **October/November/December 2018** - Seek approval of local regulations/policies

Regulations & Policies

Regulation/Policy	Lead Entity	Support Entities	Final Approval Entity	Timing of Approval
Health Regulations	Board of Health	Health Department, Staff Working Group	Board of Health	Before December 31, 2018
Zoning and/or General Bylaws	Planning Board & Board of Selectmen	CED, Staff Working Group, Finance Committee	Town Meeting	Fall 2018 Town Meeting (October)
Local Option Tax adoption	Board of Selectmen	Staff Working Group, Finance Committee	Town Meeting	Fall 2018 Town Meeting (October)
Local Policies/ Procedures	Board of Selectmen	Staff Working Group	Board of Selectmen	Before December 31, 2018

NOTE: Over the next several months, each Lead/Support Entity will conduct public hearings, meetings, and engagement sessions at which public comment, input and guidance is encouraged.

Regulations & Policies

Regulation/Policy	What is it?
Health Regulations	Regulations of specific concern to public health issues, including product labeling, advertising, potency and others
Zoning and/or General Bylaws	Regulations on the “time, place and manner” of marijuana establishment operations, impose reasonable safeguards on such use (such as civil penalties, limitation on marijuana retail establishments, etc)
Local Option Tax adoption	Set a local sales tax on the “sale or transfer of marijuana or marijuana products by a marijuana retailer operating within the city or town” up to 3% of the total sales price.
Local Policies/ Procedures	Such policies/procedures may include creation of process by which “Community Outreach Meeting” is organized/conducted; process by which Host Community Agreements are negotiated; implement a local licensing process/fees; and others

Stay informed:

- Sign in tonight (provide e-mail)
- Contact Natick Board of Selectmen: selectmen@natickma.org
- Sign up to Natick Agenda Center Notify Me

<https://www.natickma.gov/AgendaCenter>

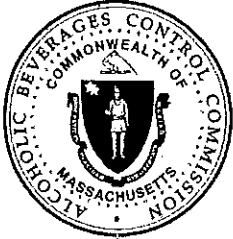
- Facebook @TownOfNatick
- Twitter @Town_of_Natick

ITEM TITLE: Correspondence 6/25/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Correspondence 6/25/18	6/22/2018	Cover Memo



*Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, Massachusetts 02114
Telephone: (617) 727-3040
Fax: (617) 727-1510*

Jean M. Lorizio, Esq.
Chairman

June 12, 2018

Judith Thompson
Judith_thomson@yahoo.com

Anne Zebrowski, Esq.
azebrowski@vhb.com

RE: Appeal Pursuant To M.G.L. c.138 § 67, of an alteration of premises at Lookout Hard Cider, LLC, d/b/a Lookout Hard Cider

Dear Ms. Thompson and Attorney Zebrowski:

The Commission is in receipt of your Taxpayer/Voter Petition ("TVP") filed pursuant to M.G.L. c. 138, § 67, regarding the alteration of premises of Lookout Hard Cider, LLC, in Natick, Massachusetts.

The Commission received your TVP on June 11, 2018. However, the application was presented to the Commission on June 8, 2018, for approval, and earlier on June 11, 2018, prior to receipt of your TVP, the Commission approved Lookout Hard Cider's application. The Commission is statutorily barred from withdrawing approval on a license application. See 39 Op. Att'y Gen. 34 (Feb. 1, 1939); M.G.L. c. 138, § 16B.

Because the Commission had already acted on and approved the alteration of premises application on June 11, 2018, and the application has already been returned to the Local Licensing Authority, the present taxpayer petition appeal is untimely. Furthermore, because this petition was appealing the modification of a license (as opposed to the issuance of a new license) this petition was also untimely under M.G.L. c. 138, § 67, ¶ 1.¹ Accordingly, no action can be taken on the appeal.

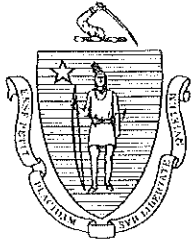
Should you have any questions, please do not hesitate to contact me.

Sincerely,

Kris C. Foster
General Counsel

cc: Ralph Sacramone, Executive Director
Town of Natick Board of Selectmen
Lookout Hard Cider, LLC

¹ In any event, the Commission does not have jurisdiction over TVPs challenging alterations of premises.



MAURA HEALEY
ATTORNEY GENERAL

THE COMMONWEALTH OF MASSACHUSETTS OFFICE OF THE ATTORNEY GENERAL

ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

(617) 727-2200
www.mass.gov/ago

June 14, 2018

Dear School Partners,

My office has recently heard from many public health officials, school districts, police departments, and parents about the prevalence of e-cigarette and vaping products, particularly those sold by JUUL Labs, and the increased use of these products by young people. In addition, I have visited many schools and school districts in recent weeks and have heard directly about the alarming and pervasive use of these products.

Over the last few years, e-cigarette use has increased 900% among high school students in the United States.¹ In 2015, almost 50% of Massachusetts high school students reported having used e-cigarettes at least once.² Based on recent reports, usage rates have only increased since then. We write to share information and resources to help you address the growing use of these products by students, and to offer our support and partnership.

Electronic cigarettes are battery-powered devices that heat liquid into a vapor for the user to inhale.³ While electronic cigarettes come in varying shapes and sizes, the popular JUUL devices have a sleek, modern design that resembles a USB flash drive. The liquid ("e-liquid," "juice," or "pod") in vaping devices often contains nicotine, a highly addictive substance that can lead to serious health consequences for young people whose brains and bodies are still developing. The e-liquid contained in JUUL pods has a notably high nicotine concentration of 5%. Vaping one pod is equivalent to 200 puffs or one whole pack of traditional combustible cigarettes.⁴ E-liquids may also contain other unhealthy chemicals and compounds, including carcinogens.

My office has recently been made aware that JUUL Labs has contacted Massachusetts schools to promote their "prevention education program" and offer schools a monetary incentive to pilot this program. If you or your school district has been or is contacted by a JUUL representative, we urge you to explore alternative options.

¹ U.S. Department of Health and Human Services, *E-Cigarette Use Among Youth and Young Adults: A Report of the Surgeon General* (2016), available at https://www.cdc.gov/tobacco/data_statistics/sgr/e-cigarettes/pdfs/2016_SGR_Front_Matter_508.pdf.

² Massachusetts Department of Public Health and Massachusetts Department of Elementary and Secondary Education, *2015 Report: Health & Risk Behaviors of Massachusetts Youth*, available at <https://www.mass.gov/files/documents/2016/09/vp/youth-health-risk-report-2015.pdf>.

³ U.S. Department of Health and Human Services, *E-Cigarette Use Among Youth and Young Adults: A Report of the Surgeon General* (2016) *Fact Sheet*, available at https://e-cigarettes.surgeongeneral.gov/documents/2016_SGR_Fact_Sheet_508.pdf.

⁴ Ibarra, Ana B. *JUUL E-Cigarettes and Teens: 'Health Problem of the Decade?'*. CNN (March 15, 2015), available at <https://www.cnn.com/2018/03/15/health/juul-e-cigarette-partner/index.html>.

Table A: Educational and Informational Resources

Know the Risks: E-Cigarettes and Young People <ul style="list-style-type: none"> Source: U.S. Surgeon General Description: An informational website for youth and adults that includes a fact sheet, video, frequently asked questions, and parent tip sheet. Website/URL: https://e-cigarettes.surgeongeneral.gov/
E-Cigarette Ads and Youth & Teachers and Parents: That USB Stick Might Be an E-Cigarette <ul style="list-style-type: none"> Source: Centers for Disease Control and Prevention (CDC) Description: A four-page brochure with facts and infographics on e-cigarettes and youth advertising, and a poster for teachers and parents with information on e-cigarettes and JUUL. Website/URL: https://www.cdc.gov/vitalsigns/pdf/2016-01-vitalsigns.pdf and https://www.cdc.gov/tobacco/basic_information/e-cigarettes/pdfs/parent-teacher-ecig-508.pdf
JUUL and Youth: Rising E-Cigarette Popularity <ul style="list-style-type: none"> Source: Campaign for Tobacco Free Kids Description: A four-page fact sheet on JUUL, including information about the devices, use among youth, health concerns, and marketing. Website/URL: https://www.tobaccofreekids.org/assets/factsheets/0394.pdf
What's the Hype?: JUUL Electronic Cigarette's Popularity with Youth & Young Adults <ul style="list-style-type: none"> Source: Public Health Law Center at Mitchell Hamline School of Law Description: A webinar and "question and answer" document on JUUL, its popularity among youth, health concerns, and the company's recent outreach to schools. Website/URL: http://www.publichealthlawcenter.org/webinar/what%E2%80%99s-hype-juul-electronic-cigarette%E2%80%99s-popularity-youth-young-adults
Flavor Campaign Flyer & Vaping Fact Sheet <ul style="list-style-type: none"> Source: Massachusetts Health Promotion Clearinghouse and Massachusetts Department of Public Health Description: A flyer for adults on flavored tobacco products and a one-page info sheet on vaping. Website/URL: http://massclearinghouse.ehs.state.ma.us/TOB/TC3471kit.html and http://massclearinghouse.ehs.state.ma.us/TOB/TC3477.html
Get Outraged – Make Smoking History! <ul style="list-style-type: none"> Source: Massachusetts Department of Public Health Description: A website with information on state and local laws, Tobacco-Free Community Partnerships, how the tobacco industry targets young people, and how people can take action and get involved. Website/URL: http://makesmokinghistory.org/
Project Here <ul style="list-style-type: none"> Source: Massachusetts Office of the Attorney General and the GE Foundation Description: An initiative to make substance use prevention education available to all public middle schools in Massachusetts through an educational toolkit, a digital app, and a grant program for evidence-based curricula. Website/URL: https://www.here.world/
Tobacco Prevention Toolkit <ul style="list-style-type: none"> Source: Stanford University School of Medicine Description: A toolkit for teachers with in-classroom units and lesson plans on e-cigarettes, tobacco and nicotine. The toolkit includes PowerPoints, discussion guides, worksheets, and activities. Website/URL: https://med.stanford.edu/tobaccopreventiontoolkit/E-Cigs.html
CATCH My Breath Youth E-Cigarette Prevention Program <ul style="list-style-type: none"> Source: The CATCH Global Foundation and University of Texas at Houston School of Public Health Description: A school-based prevention program with lesson plans for middle school and high school teachers. Website/URL: https://catchinfo.org/modules/e-cigarettes/

Mass Insight

GLOBAL PARTNERSHIPS



Dear Selectman Mistrot:

I want to share with you, an elected leader in Massachusetts, a summary of a recent study conducted by BW Research Partnership and Mass Insight analyzing the proposed statewide ballot question that would establish mandated Nurse Staffing Ratios. Our analysis focused on determining the financial impacts of the proposed ballot initiative as well as the impact on care at both hospital and non-hospital healthcare facilities.

Our research found that the statewide implementation of this one-size-fits-all mandate would be costly and a poor allocation of resources, costing the healthcare system \$1.31 billion in the first year and \$900 million annually thereafter, plus an additional \$100 million annually in direct state spending that is currently unaccounted for in the FY '19 budget.

Massachusetts' health care system is powered by the most talented professionals in the nation and is home to some of the highest rated hospitals. Implementation of rigid mandated ratios would disrupt this successful approach by limiting the flexibility of care and the ability of providers to hire the most qualified candidates available. This prospect is especially alarming at a time when the state is lowering the cap on healthcare spending and federal budget cuts to healthcare programs may be on the horizon.

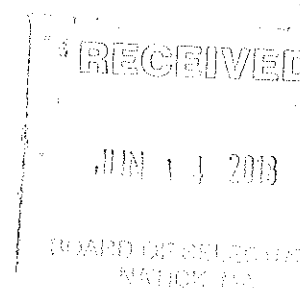
The impacts go beyond the extraordinary cost. Communities outside of Boston such as the Cape and Islands, MetroWest and Western Massachusetts will likely see a reduction in services and are at risk of losing community hospitals.

A summary of the study is enclosed. If you would like to review the full study please visit www.massinsight.com. Please don't hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Philip Jordan", is written over a light blue horizontal line.

Philip Jordan
Vice President
BW Research





Local Choices v. Statewide Mandates in Massachusetts

Massachusetts' healthcare system is powered by some of the most talented professionals and some of the highest rated hospitals in the nation. Implementing Mandatory Nurse Staffing Ratios (MNSRs) would disrupt this successful approach by limiting flexibility and the ability of providers to hire the most qualified candidates available. A *one-size-fits-all* statewide implementation will be a costly and poor allocation of resources, leading to greater inequity in the provision of care, less local access to healthcare, and reduced patient choice.

Specifically, this study includes the following three key findings:

1

Implementing the proposed MNSR will be expensive, with over \$1.31 billion¹ spent by the healthcare system and approximately \$100 million in required state spending in the first year and about \$1 billion per year of additional costs thereafter.

2

A rigid state nursing mandate is neither the right policy for hospital patients nor is it **feasible statewide**. Doctors and nurses at the bedside are best able to tailor solutions to local needs, which best protects and supports patients as well as critical healthcare programs, and not a rigid, bureaucratic state mandate that undermines local choices by professionals. Additionally, implementing MNSR will require hiring 5,911 RNs within 37 business days to comply with the initiative; that is more than 160 RNs per business day. The pace of change will likely result in widespread penalties, program cuts, and wasted healthcare resources at a time of declining federal support and lowered Health Policy Commission healthcare spending benchmarks in the state.²

3

The state nursing mandate will lead to hiring **less experienced nurses, lowering the quality of care**. Hospitals will have no choice but to hire less experienced RNs and little to no time to evaluate candidates. To meet ratio compliance, most hospital representatives—seven in ten—noted that they would very likely be forced to hire less qualified or experienced RNs.



FEMA

June 11, 2018

RECEIVED

JUN 14 2018

BOARD OF SELECTMEN
NATICK, MA

Amy K. Mistrot, Chairperson
Board of Selectmen
Town of Natick
Town Offices
13 East Central Street
Natick, Massachusetts 01760

Subject: Town of Natick, Middlesex County, Massachusetts
Community No.: 250207

Dear Ms. Mistrot:

The effective Digital Flood Insurance Rate Maps (DFIRMs) for Middlesex County were issued on July 7, 2014, under the Map Modernization program. Your community received communication in March 2015 informing you that the flood hazard mapping for Middlesex County will continue under the Federal Emergency Management Agency's (FEMA's) Risk Mapping, Assessment, and Planning (RiskMAP) program. Due to flood map improvements initiated under the RiskMAP program, the U.S. Geological Survey (USGS), who is serving as FEMA's mapping partner, has updated the engineering analysis on several river reaches in Middlesex County. The USGS would like to invite your community to review the workmaps.

For your convenience, we have scheduled three Flood Risk Review meetings (also known as workmap meetings) for communities to review their workmaps. The content of all three meetings will be the same; you may attend any of them. We will begin with a brief presentation, after which we will issue to each community a set of workmaps and give you a chance to discuss them with project team members.

- **Monday, July 9, 2018 at 1:00 PM, Walpole Public Library, 143 School Street, Walpole, MA 02081.** Parking is available at the library, next door at the Town Hall, and across the street at Blackburn Memorial Park.
- **Tuesday, July 10, 2018 at 9:30 AM, Medford Public Library, 111 High Street, Medford, MA 02155.** Parking is available behind the library and at CVS on the corner of High Street and Hillside Avenue. Metered parking is available on High Street.
- **Tuesday, July 10, 2018 at 1:30 PM, Hamilton-Wenham Public Library, 14 Union Street, South Hamilton, MA 01982.** Parking is available at the library and across the street at Pingree Park.

Please RSVP to the Project Manager, Gardner Bent, at gbent@usgs.gov or by telephone at (508) 490-5041.



June 5, 2018

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

Re: Package Equipment Changes

Dear Chairman and Members of the Board:

We recently shared with you a number of new, simpler pricing and package options that have been made available to residents in your community. Customer satisfaction is a priority for us at Comcast and we continue to create ways to deliver more value, flexibility, transparency, and choice for the communities we serve. To that end, starting June 6, 2018, a TV Box and Remote will no longer be included in our packages and we will reduce the price of applicable packages accordingly.

Today, most Comcast video packages include the rental of a TV Box and Remote for use on the primary TV in the home. In some instances, we have found that certain customers have chosen to use their own video devices, like a TiVo, instead of using Comcast equipment, and as a result we have applied an equipment credit to their accounts for the charge of the Comcast device that is included in the price of their package.

The TV Box and Remote for the primary TV will now be billed separately at \$2.68, the current combined price for the rental of a Comcast TV Box and Remote. Customers may still choose to rent a TV Box from us, or they can opt for a retail device alternative, including via the Xfinity Stream app for Roku devices and select Samsung Smart TVs (with additional options to come); the Xfinity Stream app and portal for computers and mobile devices; or a CableCARD device like TiVo. Customers do not need to take any action unless they choose to change the way they are watching their cable service.

Customers will receive notice of this change with their June bill. If you have any questions, please do not hesitate to contact me at 508-647-1418.

Sincerely,

Greg Franks

Greg Franks, Sr. Manager
Government Affairs

6/20/2018

To the Board of Selectmen:

We, the Race Amity Day, Natick, planning committee would like to thank you all for your support and approval of the first annual Natick Race Amity Day Picnic on June 10.

It was successful, uplifting and fun on many levels, from games, songs, drumming, cooperation and adult conversations to the reading of Gov. Baker's proclamation and a brief history of the Race Amity Day concept.

Next year (June 9, 2019), we hope it will be even bigger and better! The Common is such a beautiful, accommodating, and central venue; and Natick, so well represented by you and all of our supporters, is such a fortunate and inclusive town!! This was mentioned by many people, of all colors and backgrounds, on this wonderful Sunday.

Thank you again for your support and encouragement,

Deb Davis
Carole Berkowitz
Jill MacGlaflin