

NATICK BOARD OF SELECTMEN
AGENDA
Edward H. Dlott Meeting Room
Monday, June 10, 2019
6:00 PM

Agenda Posted Thursday, June 6, 2019 at 5:39 p.m.; Agenda modified 6/10/19 at 12:59 p.m. to remove items that will not be taken up at this meeting; Agenda modified 6/10/19 at 3:51 p.m. to adjust presenter of contracts

(Times listed are approximate. Agenda items will be addressed in an order determined by the Chair.)

1. 6:00 OPEN SESSION - Call to Order

2. 6:05 ANNOUNCEMENTS

- A. Proclamation in Honor of Joseph T. Everett of the John Everett & Sons Funeral Home
- B. Police Chief: Natick Police Department Officer of the Year - Officer Sean Taylor
- C. Police and Fire Chiefs: Natick Mall Full-Scale Exercise 2019
- D. MassDOT Public Information Meeting: Routes 9 and 27 Improvements
- E. Camp Arrowhead Reopening
- F. Natick Housing Production Plan Update: Open House Sessions

3. 6:50 CITIZENS' CONCERNS

Any individual may raise an issue that is not included on the agenda and it will be taken under advisement by the Board. There will be no opportunity for debate during this portion of the meeting. Any individual addressing the Board during this section of the agenda shall be limited to five minutes.

4. 7:00 APPOINTMENTS

- A. Interviews for Appointments to the Zoning Board of Appeals for two Associate Members (Terms Expiring 5/1/2021 and 5/1/2022)
 - a. Justin McGuire
 - b. Christine Therrien
- B. Interviews for Appointment to the Cultural Council, Term Ending 6/30/2021
 - a. David Krentzman
 - b. Shriya Joag
- C. Interview for Appointment to the Council on Aging, Term Ending 6/30/2022: Shirley Magnarelli

5. 7:30 DISCUSSION AND DECISION

- A. Vote on the Order of Taking for the Route 27 (North Main Street) Project
- B. Vote on the Dedication of Municipal Parcels for the Route 27 (North Main Street) Project
- C. Middlesex Path Dog Park
- D. Joint Meeting of the Board of Selectmen, the Board of Health, and the School Committee to Vote to Support the Launch of Natick 180
- E. BOS Values and Visions as Basis for 2019 Goals
- F. Town Hall Office Hours

6. 8:00 REQUESTED ACTION

- A. Deputy Town Administrator for Operations: Contracts
 - a. Award contract for construction of Middlesex Path Dog Park
 - b. Approve and sign Memorandum of Understanding between the Town of Natick and the Stanton Foundation
 - c. Accept \$225,000 grant from the Stanton Foundation for construction of Middlesex Path Dog Park
 - d. Accept \$74,750 gift from FIDO, Inc. for construction of Middlesex Path Dog Park
 - e. Award contract for parking meter poles replacement
- B. Public Hearing-Lookout Farm: Alteration of Premises
- C. Lookout Farm: Approve Amendment of Operating Hours
- D. Public Hearing-Brokk and Eitri, LLC: Application for S.12 Wine and Malt License
Public hearing was opened on 5/28; may continue to 6/24 meeting
- E. Brokk and Eitri, LLC: Application for a Common Victualer's License
- F. Public Hearing-Smashburger: Application for S. 12 Wine and Malt License
Public hearing was opened 5/28/19; Continue to 6/24/19 Selectmen's Meeting

7. SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

8. CONSENT AGENDA

- A. Approve the Distribution of Boston Marathon Funds
- B. Approve Request to Occupy the Public Way: Natick Center Cultural District Annual ArtWalk on 7/18/19
- C. Approve Parade Permit: Family Promise MetroWest 2020 Walk to End Homelessness - 4/4/2020
- D. Approve Banner Request - 20th Annual Flutie 5k, Doug Flutie, Jr. Foundation for Autism
- E. Approve Application for Change in Hours: Barleycorn's
- F. Reappoint Laura Duncan as the Banking Representative to the Affordable Housing Trust and Community Development Advisory Committee
- G. Weekly Warrant Review: 5/28/19, 6/1/19

9. TOWN ADMINISTRATOR NOTES

10. SELECTMEN'S CONCERNS

11. CORRESPONDENCE

A. Correspondence 6/10/19

12. ADJOURNMENT

NEXT MEETING DATES: Wed., 6/19; Mon., 6/24; Mon, 7/8; Mon., 7/22

Agenda posted in accordance with Provisions of M.G.L. Chapter 30, Sections 18-25

Meeting recorded by Natick Pegasus

ITEM TITLE: Proclamation in Honor of Joseph T. Everett of the John Everett & Sons Funeral Home

ITEM SUMMARY:

ATTACHMENTS:

Description

Proclamation

Upload Date

6/7/2019

Type

Cover Memo

**A TOWN OF NATICK
PROCLAMATION
IN RECOGNITION OF
JOSEPH T. EVERETT**

WHEREAS, Joseph T. Everett, in keeping with the legacy of four generations of the Everett Family, has served the Town of Natick with a tradition of quiet, dignified, and sympathetic understanding, providing caring outreach to thousands of families by helping to bury their loved ones with dignity and respect, continuing a longstanding family tradition of helping those without means; and

WHEREAS, Joe is one of our own, having lived and grown up in Natick, a 1971 graduate of Natick High School where he was voted best dressed by his classmates, foreshadowing the professionalism and meticulous attention to detail he would display in his work; and

WHEREAS, Joe earned a bachelor's degree in business from Boston College, the alma mater of almost all other Everett men before him, which helped him to develop the skills and practices necessary to grow and expand his family's business; and

WHEREAS, Joe, a visionary like his great grandfather, planned and oversaw an addition to the funeral home that included a nondenominational chapel where families and friends of all backgrounds would feel welcome and at home as they mourned and celebrated the lives of their loved ones; and

WHEREAS, Joe has maintained a strong sense of community responsibility by regularly donating to the Natick Visiting Nurses and the Natick Service Council in the names of those whom he helped bury and by supporting many organizations within Natick, including the School Department, community athletic teams, civic organizations, the American Legion, the VFW, and local parish and religious organizations; and

WHEREAS, Joe has always gone above and beyond when responding to families in crisis at the loss of a loved one, offering comfort, support, and guidance during the most difficult of times, often saying things like, "Don't you worry about that," or "I will take care of everything for you;" and

WHEREAS, Joe has provided support to the Town's municipal departments, including Natick First Responders, with funerals for Police Officers, Firefighters, and DPW Workers highly organized and celebrated with grace; and

WHEREAS, with Joe's guidance, the sudden and untimely deaths of young people became occasions for the community to come together to mourn and gather strength; and

WHEREAS, the generous and compassionate service of Joe Everett and his Family has helped make Natick the Home of Champions that it is today; and

WHEREAS, Joe Everett and his Family have served the needs of the community for more than 145 years, and the John Everett and Sons Funeral Home is an anchor and stronghold in Natick's downtown community;

NOW, THEREFORE, the Board of Selectmen, on behalf of the Town of Natick, recognizes Joseph T. Everett and expresses its gratitude to him on the occasion of his retirement, wishing him many years of health and well-deserved happiness. Natick is proud of Joe Everett and his Family and grateful for their service to our community.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the Town of Natick to be affixed on this 10th day of June, 2019.

Michael J. Hickey, Jr., Chair

Karen Adelman-Foster

Susan G. Salamoff, Vice Chair

Richard P. Jennett, Jr.

Jonathan H. Freedman, Clerk



ITEM TITLE: Police Chief: Natick Police Department Officer of the Year - Officer Sean Taylor
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Citation	6/6/2019	Cover Memo



Citation to Accompany the Award *Officer of the Year 2019*

Officer Sean Taylor is a 2005 graduate of Natick High School and a 2009 graduate of Curry College where he received a Bachelor of Arts degree in Criminal Justice. In 2013 he graduated from the Municipal Police Training Academy in Reading and began his career with the Natick Police Department in August of 2013.

Officer Taylor has been assigned to the 12 AM-8 AM shift since the beginning. You can often see Sean's smiling face all over town as he directs traffic at his many detail assignments. Although Sean clearly enjoys his work, his true loves are his wife Melissa and the Boston Bruins. He won't tell us in what order.

During the rash of motor vehicle breaks in town Officer Taylor realized the difficulty in apprehending the perpetrator at night while responding to the scene in a cruiser. Officer Taylor correctly stated, "They can see us coming a mile away". He began to think (outside-the-box) of other ways to respond to the scene which would be less noticeable to the perpetrator. Officer Taylor inquired about patrolling the target areas on bicycles. Officer Taylor began seeking other officers who might be interested in the bicycle patrol as well and presented his idea to the command staff. Officer Taylor was instrumental in getting the bicycle patrol reinstated and has already begun utilizing this crime prevention and community policing tool.

After a recent incident it was discovered there were issues with our radio communications with dispatch. Officer Taylor approached his Supervisor after that incident and made the suggestion that we go to other nearby establishments and do radio checks from within the buildings to ascertain if there are similar issues elsewhere. Several days later, Officer Taylor with the assistance of Officer Ordway conducted radio checks identifying their location floor by floor over the radio as they went, in an attempt to identify other potential problem areas (dead zones). This proactive police work is seldom seen or acknowledge by the command staff as they are unaware this type of effort and forethought is being done.

Officer Taylor is described by his Supervisor to have good situational awareness and is tactically sound at all times. He has a positive and friendly personality, he is well liked by his peers, and has a proactive rather than reactive work ethic. Officer Taylor is very reliable, polite, hardworking and possesses a good temperament. He is willing to take a leadership role when there is no patrol supervisor available. He always plays by the rules, no matter how trivial the rule may seem. He is always very professional and respectful of rank.

Officer Taylor possesses the unique and admirable ability of being able to be both a strict law enforcer and a community police officer. He treats everyone fairly and with kindness. He has empathy for others and is a great ambassador of the Natick Police Department.

It is my pleasure to formally and publicly commend Officer Sean Taylor, and name him the Natick Police Department Officer of the Year for 2019. Congratulations to Sean, Melissa and their family.

ITEM TITLE: Police and Fire Chiefs: Natick Mall Full-Scale Exercise 2019

ITEM SUMMARY:

ITEM TITLE: MassDOT Public Information Meeting: Routes 9 and 27 Improvements
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
MassDOT Flyer	6/7/2019	Cover Memo



The Massachusetts Department of Transportation invites you to a

Public Information Meeting

on the

Natick – Interchange Improvements at Route 27 (North Main Street) over Route 9 (Worcester Street)

Project File No. 605313

Wednesday, June 12, 2019

Presentation/Open House from 7:00 – 8:30 PM

Wilson School Auditorium

**[22 Rutledge Road](#)
[Natick, MA 01760](#)**

You are invited to join MassDOT at a Public Information Meeting on the Natick – Interchange Improvements at Route 27 (North Main Street) over Route 9 (Worcester Street). A presentation will be made at 7:00 PM and will be followed by an open house style meeting, where each interested person will be allowed to review the concepts and discuss the project with the Project Team.

The presentation will include an update on the project status and include a discussion of the preliminary concepts that are currently being considered for advancement to 25% design. The approximate project limits along Route 27 (North Main Street) are from Rutledge Road to Bacon Street. All views and comments made at the meeting will be reviewed and considered to the maximum extent possible.

**COMMONWEALTH OF MASSACHUSETTS
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION**

**JONATHAN L. GULLIVER
HIGHWAY ADMINISTRATOR**

**PATRICIA A. LEAVENWORTH, P.E.
CHIEF ENGINEER**

ITEM TITLE: Camp Arrowhead Reopening
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Flyer	6/7/2019	Cover Memo

Your Invited!

Celebrate Grand Re-Opening

Camp Arrowhead



June 15, 2019 (Saturday)
9:30 AM – 11:30 AM
1055 Worcester Road (Westbound)
Joseph Sheridan Way
Natick, MA
Light Refreshments



Parking will be at Natick AMVETS Post 79 for those able to walk the Cochituate Rail Trail. Parking for the handicap will be at the camp itself.

Please RSVP to Kathy Lentini at klentini@natickma.org or 508-647-6475

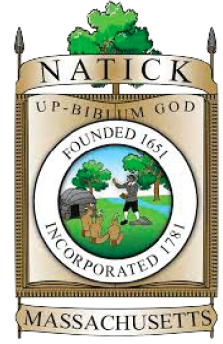
ITEM TITLE: Natick Housing Production Plan Update: Open House Sessions
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Flyer	6/7/2019	Cover Memo

NATICK

Housing Production Plan Update



UPCOMING
OPEN HOUSE
SESSIONS!

Come learn about this
important project and share
your thoughts with the Natick
Affordable Housing Trust!



For more information,
please contact Ted Fields at
tfields@natickma.org



WHEN

June 11, 2019 • 4-8pm

WHERE

Morse Institute Library,
Lebowitz Meeting Hall
14 East Central St
Natick, MA

TOPIC

Housing Plan Goals

WHEN

July 9, 2019 • 4-8pm

WHERE

Community Senior Center,
Cafeteria
117 East Central St
Natick, MA

TOPIC

Housing Plan Strategies

ITEM TITLE: Interviews for Appointments to the Zoning Board of Appeals for two Associate Members (Terms Expiring 5/1/2021 and 5/1/2022)

ITEM SUMMARY: a. Justin McGuire
b. Christine Therrien

ATTACHMENTS:

Description	Upload Date	Type
Justin McGuire resume	6/6/2019	Cover Memo
Chris Therrien Resume	6/7/2019	Cover Memo
ZBA Packet	6/7/2019	Cover Memo

JUSTIN MCGUIRE

(719) 323 9074

jm@landedstar.com

[www.landedstar.com/
blog](http://www.landedstar.com/blog)

8 Wilson Street
Natick, MA 01760

Experience

Lead Software Engineer, athenaHealth, Watertown, MA — 2017-Present

Responsible for building and maintaining a platform for flat file imports, and a massively parallel custom ETL process. Occasional scrum master for small team.

Contractor, Optum, Boston, MA — 2016-2017

Built microservice-friendly web app with Python/Django on Docker. Improved disaster recovery of our Kafka/Nifi Big Data solution.

Consultant, Urban Mobile Sensors, Cambridge, MA — 2016

A startup to give city workers live, quantifiable data about their city. Turned a million data points into a usable map for the City of Boston.

Product Developer, Liaison International, Watertown, MA — 2010-2015

Built and launched B2B websites from the ground up. Including design, wire framing, user stories, backend coding, working with QA, and launching. Responsible for all layers of full stack development, with Perl, BSD, SQL Server, and Apache. Helped manage the remote team, including leading the development of new features, code reviews, and training sessions. Created and led a mentorship program.

Senior Developer, shoebuy.com, Boston, MA — 2007-2010

Provided 24x7 firefighting and maintenance requests for 230,000 lines of Perl+SQL code across 900 files, starting on day one of employment. Took ownership of scattered Oracle SQL reports, became the go-to-guy for SQL report creation and maintenance. Hunted down pricing discrepancies to the penny.

Analyst, Bank of America, Albany, NY — 2005-2007

Developed applications to analyze 58 million documents yearly, with object-oriented Perl, shell scripting, and Informix SQL. Maintained Perl applications responsible for the strict data integrity of \$1.8 billion yearly. Coordinated 24x7 emergency technical support between DBAs, Managers, and Operations.

Developer, ES11, Latham, NY — 2003-2005

Built custom LAMP content management and intranet applications. Installed e-commerce and custom products for small businesses with \$300k+ sales. Provided technical support and system troubleshooting for 64 websites. Installed a ticketing system, version control, and a documentation system.

Independent Projects

13.5 Wine Bar

Restaurant menu app, loaded onto rooted Nooks, and given to customers instead of paper menus. Backend used Ruby on Rails. Frontend used HTML cache and JavaScript to create an offline website.

Userbox

An email interface with a user-friendly drag and drop design. A JQuery plugin.

Skills

LANGUAGES: Python (Django), Ruby (Rails), Perl (Catalyst, Moose, DBIx), PHP, SQL (Oracle, SQL Server, MySQL, Informix), JavaScript (jQuery), Shell Scripting (sh, bash). HTML5, CSS3, Responsive/Mobile Design, Accessible Design, Bootstrap, SASS, LESS. Git (command line, GitHub), Mercurial, SVN, CVS, Photoshop, Excel,, Agile (Scrum, Test Driven, JIRA)

Education

Rensselaer Polytechnic Institute. Troy, NY — Bachelor of Computer Science
2005

Chris M. Therrien, JD. MPH.

2 Tamarack Road, Natick, MA 01760

• 774-644-0471 •

ChrisTherrien@gmail.com

EDUCATION

Masters of Public Health, cum laude, September 2013

UMass Amherst School of Public Health, Amherst, Massachusetts

Juris Doctorate, May 2006

New England School of Law, Boston, Massachusetts

Dean's List; *Phi Delta Phi*, International Legal Fraternity induction 2005

Bachelor of Arts, May 1999

Randolph College, Lynchburg, Virginia

A.B. Graphic Design, Minor in Philosophy

CERTIFICATIONS

Massachusetts State Bar, since 2006

PROFESSIONAL EXPERIENCE

Massachusetts Health Connector

Boston, MA

Consultant/Attorney, Administrative Appeals Unit

2007 - current

- Conduct confidential administrative appeal hearings for residents who are subject to the Massachusetts Individual Mandate for failing to obtain affordable health insurance coverage and for residents who are seeking Advanced Premium Tax Credits under the Affordable Care Act.
- Excellent communication and interpersonal skills, including the ability to effectively interact with stakeholders ensuring individuals feel they are being heard and understood.
- In-depth knowledge of the Affordable Care Act and associated legislative actions.
- Evaluate the impact of ACA program policies and procedures on defining/establishing identified goals and objectives.
- Analyze information obtained from stakeholders to conceptualize and define problems.
- Research and analyze Medicare and Medicaid guidelines and their potential impact on relevant stakeholders.
- Conduct legislative analysis as applicable to individual stakeholders.
- Ability to work independently while communicating with managers to determine ideal outcomes for complex legal issues.
- Document findings of fact, including analyses and recommendations.
- Write analytical reports that include recommendations for action.
- Possess strong analytical and problem solving skills coupled with creativity and flexibility necessary to resolve issues and mitigate risk.
- Stellar organizational skills demonstrated through ability to work independently, exercise sound judgment, and manage multiple competing priorities to ensure cases are resolved within a deadline.

Center for Health Information and Analysis

Boston, MA

Temporary Policy Analyst

July 2011 - October 2011

- Analyzed acute care hospitals' and community health centers' Credit and Collection Policies for compliance with the Health Safety Net Credit and Collection regulations.
- Provided technical advice on the provisions of the Health Safety Net Credit and Collection regulations.
- Drafted analyses and instructions for stakeholders with recommendations for action to rectify non-compliance.

Law Office of Sonja Selami*Associate*Framingham, MA
April 2007 - October 2007

- Drafted and negotiated purchase and sale contracts for residential real estate transactions.
- Conducted closing proceedings.
- Inspected title examinations for defects and obtained clear and marketable title for clients.
- Supervised daily paralegal activities.

Law Tutors, Inc.*Attorney Instructor*Boston, MA
2006 - 2009

- Assessed learning needs and formulated individualized study schedules.
- Critiqued essays for content and structure.
- Explained complex legal concepts through one-on-one discussion.

Office of Medicaid, Board of Hearings*Law Clerk*Boston, MA
Spring 2005

- Interpreted MassHealth, Social Security Administration, and Medicare regulations.
- Rendered fair, independent, and impartial written decisions under a deadline for MassHealth recipients denied benefits.

Office of the Attorney General, Medicaid Fraud Control Unit*Law Clerk*Boston, MA
Fall 2004

- Analyzed documents and collected data for false claims, provider misconduct, and negligence.
- Performed research and drafted memoranda regarding state and federal False Claims Acts, tolling the statute of limitations for continuous torts, civil investigative demand provisions and state and federal immunity statutes.

MILITARY**U.S. Navy Reserves, *Honorable Discharge***

- Trained as a Hospital Corpsman to perform CPR and venipuncture, take vital signs, and to file medical records.
- Received the National Defense Service Medal and the Naval Reserve Meritorious Service Medal.

VOLUNTEER EXPERIENCE**Court Appointed Special Advocates (MassCASA)**Worcester, MA
2007 - 2009

- Investigated child welfare cases, advocating for the best interest of the children.
- Compiled unbiased information for the court in detailed written reports.
- Promoted sensitivity and expediency in case review and child placement.


MEMBERSHIPS

American Public Health Association




ZONING BOARD OF APPEALS


BOARD DETAILS




OVERVIEW



SIZE 8 Seats



TERM LENGTH 36 Months



TERM LIMIT N/A

Overview
The Zoning Board of Appeals consists of 5 regular members and 3 associate members, all appointed by the Board of Selectmen. Five members sit on each case brought before the Board. They have the power to hear and decide the following petitions:

- Appeals from decisions of the Building Inspector
- Special Permits as allowed within the Natick Zoning Bylaws
- Variances from the Natick Zoning Bylaws
- Appeals in accordance with Section 8 of Chapter 40A of Massachusetts General Laws
- Variances for commercial and residential properties



ENACTING RESOLUTION

**ENACTING RESOLUTION
WEBSITE**



ZONING BOARD OF APPEALS

BOARD ROSTER



KATHERINE M DURRANE

2nd Term May 02, 2017 - May 01, 2020

Appointing Authority Board of Selectmen
Position Clerk



DAVID R. JACKOWITZ

3rd Term May 01, 2019 - May 01, 2022

Appointing Authority Board of Selectmen
Position Chair



GEOFFREY S LEWIS

1st Term Sep 06, 2018 - May 01, 2020

Position Member



MICHAEL LYNCH

1st Term Jun 12, 2018 - May 01, 2021

Appointing Authority Board of Selectmen
Position Associate Member



JASON P. MAKOFSY

2nd Term May 01, 2018 - May 01, 2021

Appointing Authority Board of Selectmen
Position Member



ROBERT K. STECKBECK

1st Term May 01, 2019 - May 01, 2022

Position Member



VACANCY

Position Associate Member



VACANCY

Position Associate Member

Profile

Justin

First Name

McGuire

Middle Initial

Last Name

lifefeed@gmail.com

Email Address

8 Wilson St.

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What district do you live in? *☒ Precinct 9

Home: (719) 323-9074

Primary Phone

Home:

Alternate Phone

AthenaHealth

Employer

Lead Software Developer

Job Title

Which Boards would you like to apply for?

Zoning Board of Appeals: 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:

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 bought a house here with my wife last year, and I'd like to become part of my community. I'm in the middle of the "Natick Community Services Citizen's Leadership Academy" and they mentioned that there's a vacancy.

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.

For zoning? Not much. I know a lot about computers, but I don't think that's relevant here.

Please list any professional affiliations.

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

Upload a Resume

Profile

Christine

First Name

Therrien

Middle Initial

Last Name

christherrien@gmail.com

Email Address

2 tamarack rd

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What district do you live in? *☒ Precinct 2

Mobile: (774) 644-0471

Primary Phone

Home:

Alternate Phone

Commonwealth of
Massachusetts

Employer

Hearing Officer

Job Title

Which Boards would you like to apply for?

Zoning Board of Appeals: 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:

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 serve on the zoning board of appeals because I think it is important to have smart development in Natick.

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

☐ Yes ☒ No

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

I am an attorney who has been working as an appeals hearing officer for over 10 years. This experience has given me the tools to think critically about each unique issue before me. Additionally, I was recently elected to my 2nd term as a Town Meeting member and am aware of many zoning issues that concern the residents of the town.

Please list any professional affiliations.

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

[Chris_M._Therrien.pdf](#)

Upload a Resume

ITEM TITLE: Interviews for Appointment to the Cultural Council, Term Ending 6/30/2021
ITEM SUMMARY: a. David Krentzman
b. Shriya Joag

ATTACHMENTS:

Description	Upload Date	Type
Board Information	6/7/2019	Cover Memo
Roster	6/7/2019	Cover Memo
David Krentzman Application	6/7/2019	Cover Memo
Shriya Joag Application	6/7/2019	Cover Memo



BOARD DETAILS



OVERVIEW



SIZE 9 Seats



TERM LENGTH 24 Months



TERM LIMIT

Purpose:

- To support and foster professional excellence in the arts
- To strengthen and preserve our cultural heritage
- To encourage the local development of the arts
- To make the arts more widely available to the people of Natick
- To support the work of artists, humanists, and cultural organizations
- To provide advocacy and leadership in the arts



DETAILS

ENACTING RESOLUTION

ENACTING RESOLUTION
WEBSITE



Town of Natick

CULTURAL COUNCIL

BOARD ROSTER



LEAH LEVY

1st Term Oct 11, 2016 - Jun 30, 2019

Appointing Authority Board of Selectmen
Position Clerk



SWATI DAVE

3rd Term Jul 01, 2017 - Jun 30, 2019

Appointing Authority Board of Selectmen
Position Chair



CYDNEY E HODDER

1st Term Oct 11, 2016 - Jun 30, 2019

Appointing Authority Board of Selectmen
Position Member



TERESA PAGLIUCA

1st Term Oct 11, 2016 - Jun 30, 2019

Appointing Authority Board of Selectmen
Position Member



SHAHREEN H QUAZI-DAHODWALA

1st Term Sep 06, 2018 - Jun 30, 2020

Appointing Authority Board of Selectmen
Position Member



RAFFAELLA TORCHIA

3rd Term Jul 02, 2018 - Jun 30, 2020

Appointing Authority Board of Selectmen
Position Treasurer



JOE IDZAL

3rd Term Jul 02, 2018 - Jun 30, 2020

Appointing Authority Board of Selectmen
Position Member



ROBERT K HIRSCH

1st Term Mar 04, 2019 - Jun 30, 2021

Appointing Authority Board of Selectmen
Position Member



BEVERLY S KLAU

1st Term Oct 01, 2018 - Jun 30, 2021

Appointing Authority Board of Selectmen
Position Member



Committee Application Form

Town of Natick
Board of Selectmen / Town Administrator
13 East Central Street
Natick, MA 01760
(508) 647-6410
selectmen@natickma.org

Thank you for your interest in serving the Town of Natick. Please use this form for appointments made by the Board of Selectmen or the Town Administrator. You may also provide a letter and/or resumé. After we receive your application, you will be contacted regarding next steps.

Position applied for: Natick Cultural Council

Please check if this is a ☒ new appointment or ☐ reappointment

Name: David Krentzman

Address: 99 Woodland St., Natick

Phone: 508 655 6738

Email (optional): davidkrentzman@comcast.net

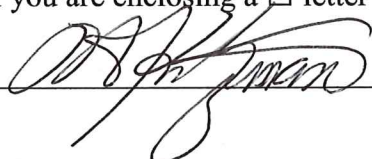
Relevant experience: MFA Acting/Directing; musician; member of other volunteer boards; Town Meeting member

Relevant education: MFA Acting/Directing Brandeis University

Please check if you.... ☐ are familiar with the State Ethics Law

☐ have attended a State Ethics Law seminar

Please check if you are enclosing a ☐ letter and/or a ☐ resumé

Signature: 

Send to Board of Selectmen, 13 East Central Street, Natick MA 01760; fax (508) 647-6401

Profile

Shriya

First Name

Joag

Middle Initial

Last Name

shreeyajoag@gmail.com

Email Address

138 Bacon Street

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What district do you live in? *☒ Precinct 7

Mobile: (412) 999-5492

Primary Phone

Home:

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:

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 performing artist myself, I realize the impact that the arts play in shaping a community. I would like to continue making the arts available to the 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 a strong interest in performing arts (dance and theatre). I am a trained Indian classical dancer and have been performing, choreographing and teaching Indian classical, semi-classical and folk dances for several years. In the past, I have been a committee member of a South Asian cultural organization.

Please list any professional affiliations.

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

[Upload a Resume](#)

ITEM TITLE: Interview for Appointment to the Council on Aging, Term Ending 6/30/2022: Shirley Magnarelli

ITEM SUMMARY:


ATTACHMENTS:

Description	Upload Date	Type
COA Packet	6/6/2019	Cover Memo




COUNCIL ON AGING


BOARD DETAILS




OVERVIEW



SIZE 11 Seats



TERM LENGTH 36 Months



TERM LIMIT

The Council on Aging Board is an advisory body with responsibility for advising and supporting the Director of the Council on Aging (the Director) and helping to establish and review the departments objectives.

The basic purpose of the Board is to:

- A. Identify the total needs of Naticks elder population;
- B. Educate town officials and residents regarding the needs and contributions of Naticks elders and encourage community support;
- C. Establish both short-term and long-term goals and objectives in collaboration with the Director to meet identified needs;
- D. Encourage collaboration with other agencies, and where appropriate appoint representatives to said agencies; and
- E. Advocate with federal, state, local agencies and elected officials regarding legislative and budgetary issues affecting elders.

ENACTING RESOLUTION



**ENACTING RESOLUTION
WEBSITE**



BOARD ROSTER



ROBERTA A. CIARFELLA

2nd Term Jul 01, 2017 - Jun 30, 2020

Appointing Authority Board of Selectmen
Position Member



ELAINA DANAHY

1st Term Apr 17, 2019 - Jun 30, 2022

Appointing Authority Board of Selectmen
Position Member



ANDREW D. ESCHTRUTH

1st Term Aug 21, 2017 - Jun 30, 2020

Appointing Authority Board of Selectmen
Position Member



WILLIAM F. GROME JR.

1st Term Jul 12, 2016 - Jun 30, 2019

Appointing Authority Board of Selectmen
Position Chair



JUDITH M. KEEFE

1st Term Aug 21, 2017 - Jun 30, 2020

Appointing Authority Board of Selectmen
Position Member



HARRIET MERKOWITZ

2nd Term Jul 01, 2016 - Jul 01, 2019

Appointing Authority Board of Selectmen
Position Member



ELAINE B. OSTROFF

1st Term Jul 12, 2016 - Jun 30, 2019

Appointing Authority Board of Selectmen
Position Member



SALVATORE PANDOLFO

2nd Term Jul 01, 2017 - Jun 30, 2020

Appointing Authority Board of Selectmen
Position Member



SUSAN B. PETERS

1st Term Oct 29, 2018 - Jun 30, 2021

Appointing Authority Board of Selectmen
Position Member



CONNIE PITT

1st Term Oct 01, 2018 - Jun 30, 2021

Appointing Authority Board of Selectmen
Position Member



JUDITH R. SABOL

1st Term Jan 22, 2019 - Jun 30, 2021

Appointing Authority Board of Selectmen
Position Member

Profile

Shirley

First Name

A

Middle Initial

Magnarelli

Last Name

ruby.beepbeep@yahoo.com

Email Address

145 Mill Street, Apt 422W

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What district do you live in? *☒ N/A

Home: (508) 277-4297

Primary Phone

Home: (508) 720-4984

Alternate Phone

Retired

Employer

Job Title

Which Boards would you like to apply for?

Council on Aging: Submitted

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

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

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

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

Interests & Experiences

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

I am a Senior Citizen living in Natick and I would like to take an active part in assisting to improve and provide Seniors with affordable housing Seniors are going to other towns because they cannot afford to live in their home town anymore. I actually had the pleasure of attending a COA Board Meeting on 4/8/2019 and found that the COA Board Members all treat each other with respect and are very eager to do what has to be done to resolve any issues and to keep Natick residents with a remarkable Senior Center and a place where they can relax, exercise, and various fun things to do ongoing. They also can have a nice meal at The Friends Cafe really very good and reasonable as well.

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 knowledge and experience in Human Resources and Benefits and also assisted both parents when they were in Nursing Home until they died. I also was interim Manager for 2 years of the Volunteer Department at Marlborough Hospital during their Search for the V.P. position. I have been volunteering in the office since 2014 for Karen Edwards.

Please list any professional affiliations.

UMass Memorial Marlborough Hospital Human Resources, Notary (no longer active)

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

I love to Volunteer and help Seniors with issues they do not understand. Love being with my grandchildren.

Upload a Resume

ITEM TITLE: Vote on the Order of Taking for the Route 27 (North Main Street) Project
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Order of Taking	6/7/2019	Cover Memo
Certificate of Vote	6/7/2019	Cover Memo
Easement Plans	6/7/2019	Cover Memo
Proposed Motion	6/7/2019	Cover Memo

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

TOWN OF NATICK

ORDER OF TAKING

At a regularly convened meeting of the Natick Board of Selectmen (the “Town”) held on the 10th day of June, 2019, it was voted and ordered as follows:

The Natick Board of Selectmen, duly elected, qualified, and acting as such, on behalf of the Town, and by virtue of and in accordance with the authority of the vote taken under Article 25 of the 2018 Spring Annual Town Meeting, a certified copy of which is attached hereto and incorporated herein, the provisions of Chapter 79 and Chapter 82, Sections 21-24 of the General Laws, and any and every other power and authority hereunto enabling it in any way, hereby takes, for all purposes for which public ways are used, including, without limitation, for the purpose of undertaking the North Main Street (Route 27) Reconstruction project (the “Project”), the following interests in, on, over, under and along certain parcels of land abutting or near North Main Street, Natick, Massachusetts, and shown more particularly on a plan entitled “Easement Plan Route 27 Roadway Improvements North Main Street (Middlesex County – South District) Natick, Massachusetts,” dated April 2, 2019, prepared by Lighthouse Land Surveying, LLC recorded herewith as Plan ____ of 2019 (the “Plan”), as set forth more particularly below:

1. Fee interests in the parcels of land shown on the Plan as 1-T, 2-T, 4-T, 5-T, 9-T, 11-T, 16-T, 18-T and 19-T for any and all purposes for which public ways are used in the Town of Natick, together with attendant customary uses, including, without limitation, for the purpose of constructing, re-constructing, installing, inspecting, operating, maintaining, repairing, removing, replacing, relocating, and/or abandoning in place roads and related structures and appurtenances.

2. Permanent easements in, on, over, under and along the parcels of land shown on the Plan as HW-3A, HW-4, HW-8, HW-9, SW-1, SW-4, SW-5, SW-9, SW-10, SW-11, SW-16, SW-17, SW-18, SW-19, SW-20, SW-22, SW-26, SW-31, SW-32, SW-33, SW-34, SW-35, SW-36, SW-37, SW-38, SW-39, SW-41, SW-43, SW-44, SW-45, SW-46, SW-48, D-1, D-3, D-4, D-5, E-1, E-2, E-3, E-4, E-5, E-6, E-7 and E-8 (collectively, the “Permanent Easement Premises”) for any and all purposes for which public ways are used in the Town of Natick, together with attendant customary uses, including, without limitation, for the purpose of constructing, re-constructing, installing, inspecting, operating, maintaining, repairing, removing, replacing, relocating, and/or abandoning in place roads, utilities, drainage, landscaping, sidewalks, erosion control, driveways, walls, traffic signal equipment, and any and all structures and facilities necessary or convenient to support the same, or related thereto, including, without limitation, any related appurtenances.

3. Permanent easements in, on, over, under and along the parcels of land shown on the Plan as PUE-1, PUE-2, PUE-3, PUE-4, PUE-5, PUE-6, PUE-7, PUE-8, PUE-9, PUE-10,

PUE-15, PUE-18A, PUE-19, PUE-20, PUE-21, PUE-24, PUE-25, PUE-26, PUE-27, PUE-28, PUE-29 and PUE-30 (collectively, the “Permanent Utility Easement Premises”) for the purpose of constructing, re-constructing, installing, inspecting, operating, maintaining, repairing, replacing, relocating and/or abandoning in place utilities within the Permanent Utility Easement Premises and all appurtenances related thereto, including, but not limited to, guy wires, anchors, bolts, poles, conduits, lines and wires, and for any and all purposes and uses incidental thereto.

4. Temporary construction easements in, on, over, under and along the parcels of land shown on the Plan as TE-1, TE-3, TE-4, TE-5, TE-6, TE-7, TE-8, TE-9, TE-10, TE-11, TE-12, TE-11B, TE-13, TE-14, TE-15, TE-17, TE-25A, TE-26, TE-27, TE-28, TE-29, TE-30, TE-31, TE-32, TE-33, TE-34, TE-35, TE-36, TE-37, TE-38, TE-39, TE-40, TE-41, TE-42, TE-43, TE-44, TE-45, TE-46, TE-47, TE-48, TE-49, TE-50, TE-51, TE-52, TE-53, TE-54, TE-56, TE-57, TE-58, TE-59, TE-60, TE-61, TE-62, TE-63, TE-64, TE-65, TE-66, TE-67, TE-68, TE-69, TE-70, TE-71, TE-72, TE-73, TE-74, TE-75, TE-76, TE-77, TE-78, TE-79, TE-80, TE-81, TE-82, TE-83, TE-84, TE-85, TE-86, TE-87, TE-88, TE-89, TE-91, TE-92, TE-93, TE-94, TE-95, TE-96, TE-96B, TE-97, TE-99, TE-100, TE-103, TE-106, TE-107, TE-108, TE-112, TE-113, TE-114, TE-115, TE-116, TE-117, TE-118, TE-119, TE-120, TE-121, TE-122, TE-123, TE-124, TE-125, TE-126, TE-129, TE-130, TE-131, TE-132, TE-134, TE-135, TE-137, TE-138, TE-138B, TE-139, TE-140, TE-141, TE-142, TE-143, TE-144, TE-145, TE-146, TE-147, TE-148, TE-149, TE-150, TE-152, TE-154, TE-155, TE-156, TE-157, TE-159, TE-160, TE-161, TE-162, TE-163, TE-164, TE-165, TE-166, TE-167, TE-168, TE-169, TE-170, TE-171, TE-179, TE-180, TE-181, TE-182, TE-183, TE-185, TE-186, TE-187, TE-188, TE-189, TE-190, TE-191, TE-192, TE-193, TE-194, TE-195, TE-198, TE-199, TE-200, TE-201, TE-202, TE-203, TE-204, TE-205, TE-206, TE-207, TE-208, TE-209, TE-210, TE-211, TE-212, TE-213, TE-214, TE-215, TE-216, TE-217, TE-218, TE-220, TE-221, TE-222, TE-223, TE-224, TE-225, TE-226, TE-227, TE-228, TE-229, TE-230, TE-230B, TE-231, TE-231B, TE-232, TE-233, TE-234, TE-235 and TE-236 (collectively, the “Temporary Construction Easement Premises,” together with the Permanent Easement Premises and the Permanent Utility Easement Premises, the “Easement Premises”), for the purpose of undertaking the Project, including, without limitation, for any and all purposes for which public ways are used in the Town of Natick, together with attendant customary uses, including, without limitation, for the purpose of constructing, re-constructing, installing, inspecting, operating, maintaining, repairing, removing, replacing, relocating, and/or abandoning in place roads, including, but not limited to, utilities, drainage, landscaping, sidewalks, erosion control, driveways, walls, traffic signal equipment, and any and all structures and facilities necessary or convenient to support the same, or related thereto, including, without limitation, any related appurtenances, which temporary construction easements shall terminate automatically five (5) years from the date on which this Order of Taking is recorded with the Middlesex South Registry of Deeds without the necessity of recording any instrument with said Deeds. Nothing in this paragraph shall affect the permanent easements acquired by the Town hereunder.

The Town shall have the right to enter upon and pass over the Easement Premises from time to time, by foot, vehicle, or heavy equipment, for any and all purposes stated herein and uses necessary or incidental thereto, including, without limitation, using and temporarily storing, as needed, construction equipment, materials or other incidental items within the Easement Premises for the purposes set forth herein. No temporary or permanent buildings, structures or other objects shall be constructed, installed or placed upon the Permanent Easement Premises or the Permanent Utility Easement Premises, and, for the duration of the temporary construction

easements, within the Temporary Construction Easement Premises. The Town may assign such easements or authorize use of such easement areas by any utility company.

The taking includes the right of the Town to remove any buildings, structures, objects, utilities and/or vegetation (including trees and shrubs) now or hereafter located within the Easement Premises whenever their removal shall be necessary or convenient to exercise the rights taken hereunder and/or for the purposes set forth herein. Utilities and related facilities located within the Easement Premises that are owned by private utility companies and easements held by private utility companies are not taken.

The parcels of land subject to said easements are owned or supposed to be owned and/or formerly owned by the parties listed in Exhibit A, which parties are hereinafter collectively referred to as the Owners. If in any instance the name of any Owner is not correctly stated, the names of the supposed Owners being given as of this Order of Taking, it is understood that in such instance the land referred to is owned by an Owner or Owners unknown to us, and is hereby taken.

Some of the Owners have waived damages and we award such Owners no damages for the taking. The amount awarded as damages to the other Owner or Owners of the parcels in accordance with the provisions of G.L. c.79, §6, as amended, and to any other person or corporation having an interest therein, is set forth on Exhibit B, incorporated herein, but which shall not be recorded with the Middlesex South Registry of Deeds.

Betterments are not to be assessed under this taking.

[Signature Page Follows]

IN WITNESS WHEREOF, We, the duly elected and authorized Board of Selectmen of the Town of Natick, have hereunto set our hands and seals on this 10th day of June, 2019.

TOWN OF NATICK,
By its Board of Selectmen

Michael J. Hickey, Jr., Chair

Sue Salamoff, Vice Chair

Jonathan Freedman, Clerk

Karen Adelman-Foster

Richard P. Jennett, Jr.

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 10th day of June, 2019, before me, the undersigned Notary Public, personally appeared _____, member of the Natick Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Natick.

Notary Public
My Commission Expires:

Exhibit A

Owners

Owner: Sylvester Michael Moore and Gretchen Shae Moore
Interest(s) Taken: 1-T (4 S.F.) (Roadway Fee Taking) and TE-4 (364 S.F.) (Temporary Construction Easement)
Property Address: 346 North Main Street, Natick, Massachusetts
Mailing Address: 346 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 47043, Page 382 of the Middlesex South Registry of Deeds

Owner: Chrislin Village Condominium Trust
Interest(s) Taken: SW-1 (37 S.F.) (Sidewalk Easement); TE-10 (519 S.F.) (Temporary Construction Easement); TE-12 (141 S.F.) (Temporary Construction Easement) and TE-234 (1,169 S.F.) (Temporary Construction Easement)
Property Address: 1-7 Chrislin Way, Natick, Massachusetts
Mailing Address: Chrislin Village Condominium Trust, Board of Trustees, 2 Chrislin Way, Natick Massachusetts 01760
Title Reference: Book 39731, Page 65 of the Middlesex South Registry of Deeds (Master Deed); Book 39731, Page 80 of the Middlesex South Registry of Deeds (Declaration of Trust)

Owner: Wallace L. Rendell and Florence L. Rendell
Interest(s) Taken: SW-26 (13 S.F.) (Sidewalk Easement) and TE-17 (98 S.F.) (Temporary Construction Easement)
Property Address: 334 North Main Street, Natick, Massachusetts
Mailing Address: 115 Cochituate Road, Framingham, Massachusetts 01701
Title Reference: Book 7481, Page 540 of the Middlesex South Registry of Deeds

Owner: Julian J. Munnich
Interest(s) Taken: HW-3A (542 S.F.) (Roadway/Sidewalk Easement); PUE-18A (71 S.F.) (Utility Pole and Guy Wire Easement) and TE-25A (137 S.F.) (Temporary Construction Easement)
Property Address: 328 North Main Street, Natick, Massachusetts
Mailing Address: 310 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 33088, Page 289 of the Middlesex South Registry of Deeds

Owner: Elizabeth M. Porter
Interest(s) Taken: HW-8 (1,816 S.F.) (Roadway/Sidewalk Easement) and TE-26 (8,173 S.F.) (Temporary Construction Easement)
Property Address: 327 North Main Street, Natick, Massachusetts
Mailing Address: 293 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 24689, Page 479 of the Middlesex South Registry of Deeds

Owner: Church of Christ

Interest(s) Taken: HW-4 (169 S.F.) (Roadway/Sidewalk Easement); PUE-1 (597 S.F.) (Aerial Easement for Pole Relocation and Grading) and TE-27 (2,795 S.F.) (Temporary Construction Easement)

Property Address: 324 North Main Street, Natick, Massachusetts

Mailing Address: 324 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 11649, Page 289 and Book 13092, Page 506 of the Middlesex South Registry of Deeds; Book 882, Page 100 of the Middlesex South District of the Land Court (Certificate of Title 150450)

Owner: Church of Christ

Interest(s) Taken: PUE-2 (22 S.F.) (Aerial Easement for Pole Relocation and Grading) and TE-28 (6,440 S.F.) (Temporary Construction Easement)

Property Address: 322½ North Main Street, Natick, Massachusetts

Mailing Address: 324 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 13092, Page 506 of the Middlesex South Registry of Deed; Book 882, Page 100 of the Middlesex South District of the Land Court (Certificate of Title 150450)

Owner: David F. Porter and Elizabeth M. Porter

Interest(s) Taken: HW-9 (302 S.F.) (Roadway/Sidewalk Easement) and TE-29 (573 S.F.) (Temporary Construction Easement)

Property Address: 325 North Main Street, Natick, Massachusetts

Mailing Address: 293 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 10551, Page 395 of the Middlesex South Registry of Deeds

Owner: John F. Regan, Jr., Trustee of the John F. Regan Family Trust

Interest(s) Taken: SW-4 (65 S.F.) (Sidewalk Easement) and TE-78 (652 S.F.) (Temporary Construction Easement)

Property Address: 269 North Main Street, Natick, Massachusetts

Mailing Address: P.O. Box 5003, Wayland, Massachusetts 01778

Title Reference: Book 64955, Page 203 of the Middlesex South Registry of Deeds

Owner: Joseph A. Pirrone

Interest(s) Taken: 2-T (591 S.F.) (Roadway Fee Taking); E-1 (49 S.F.) (Signal Mast Arm Easement); PUE-19 (38 S.F.) (Utility Pole and Guy Wire Easement); PUE-20 (142 S.F.) (Utility Pole Overhead Wires Easement) and TE-79 (474 S.F.) (Temporary Construction Easement)

Property Address: 268 North Main Street, Natick, Massachusetts

Mailing Address: 268 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 57372, Page 337 of the Middlesex South Registry of Deeds

Owner: Michael W. Burke and Patricia L. Burke
Interest(s) Taken: E-8 (267 S.F.) (Easement for Sidewalk and Traffic Signals and Controls) and TE-80 (538 S.F.) (Temporary Construction Easement)
Property Address: 1 East Evergreen Road, Natick, Massachusetts
Mailing Address: 1 East Evergreen Road, Natick, Massachusetts 01760
Title Reference: Book 16514, Page 162 of the Middlesex South Registry of Deeds

Owner: S&Z Properties, LLC
Interest(s) Taken: 4-T (539 S.F.) (Roadway Fee Taking) and TE-81 (406 S.F.) (Temporary Construction Easement)
Property Address: 2 Evergreen Road, Natick, Massachusetts
Mailing Address: 264 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 49614, Page 589 of the Middlesex South Registry of Deeds

Owner: Nhut M. Tran and Stephanie Nguyen
Interest(s) Taken: SW-5 (513 S.F.) (Sidewalk Easement); D-1 (1,367 S.F.) (Pipe, Stone Check Dam New Outfall Easement); PUE-21 (35 S.F.) (Utility Pole and Guy Wire Easement) and TE-99 (474 S.F.) (Temporary Construction Easement)
Property Address: 2 Running Brook Circle, Natick, Massachusetts
Mailing Address: 2 Running Brook Circle, Natick, Massachusetts 01760
Title Reference: Book 1285, Page 130 of the Middlesex South Registry of Deeds

Owner: 229 Main Street Limited Partnership
Interest(s) Taken: 5-T (109 S.F.) (Roadway Fee Taking) and TE-100 (700 S.F.) (Temporary Construction Easement)
Property Address: 231 North Main Street, Natick, Massachusetts
Mailing Address: 6 Old Lantern Circle, Paxton, Massachusetts, 01612
Title Reference: Book 24516, Page 147 of the Middlesex South Registry of Deeds

Owner: 225 North Main Street Realty, LLC
Interest(s) Taken: SW-44 (245 S.F.) (Sidewalk Easement) and TE-103 (573 S.F.) (Temporary Construction Easement)
Property Address: 225 North Main Street, Natick, Massachusetts
Mailing Address: P.O. Box 2019, Natick, Massachusetts 01760
Title Reference: Book 56074, Page 230 of the Middlesex South Registry of Deeds

Owner: Brown Business Services, LLC
Interest(s) Taken: SW-32 (414 S.F.) (Sidewalk Easement) and TE-106 (1,563 S.F.) (Temporary Construction Easement)
Property Address: 222 North Main Street, Natick, Massachusetts
Mailing Address: Brown Business Services LLC, C/O Summit Properties, P.O. Box 541484, Waltham, Massachusetts 02454
Title Reference: Book 64575, Page 313 of the Middlesex South Registry of Deeds

Owner: Louis Franchi, Trustee of the Lakewood North Main Realty Trust
Interest(s) Taken: SW-31 (3 S.F.) (Sidewalk Easement) and TE-107 (38 S.F.) (Temporary Construction Easement)
Property Address: 218 North Main Street, Natick, Massachusetts
Mailing Address: 182 West Central Street, Natick, Massachusetts 01760
Title Reference: Book 16641, Page 1 of the Middlesex South Registry of Deeds

Owner: Anthony A. Franchi, Sr., Trustee of the University Office Building Trust
Interest(s) Taken: PUE-24 (212 S.F.) (Aerial Easement for Pole Relocation and Grading) and TE-113 (245 S.F.) (Temporary Construction Easement)
Property Address: 186 North Main Street, Natick, Massachusetts
Mailing Address: 190 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 15544, Page 253 of the Middlesex South Registry of Deeds; Book 982, Page 165 of the Middlesex South District of the Land Court (Certificate of Title 170515)

Owner: Peter Prunty
Interest(s) Taken: PUE-4 (330 S.F.) (Aerial Easement for Pole Relocation and Grading) and TE-115 (130 S.F.) (Temporary Construction Easement)
Property Address: 184 North Main Street, Natick, Massachusetts
Mailing Address: 184 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 25923, Page 127 of the Middlesex South Registry of Deeds; Book 25994, Page 127 of the Middlesex South Registry of Deeds

Owner: Pleasant Properties Condominium Trust
Interest(s) Taken: SW-9 (50 S.F.) (Sidewalk Easement); PUE-3 (28 S.F.) (Aerial Easement and Guy Wire) and TE-116 (282 S.F.) (Temporary Construction Easement)
Property Address: 2-4 North Pleasant Street, Natick, Massachusetts
Mailing Address: Pleasant Properties Condominium Trust, C/O Delli Colli Realty LLC, 264 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 52002, Page 483 of the Middlesex South Registry of Deeds (Master Deed); Book 52002, Page 503 of the Middlesex South Registry of Deeds (Declaration of Trust)

Owner: Kevin Goldsmith and Carol L. Simard a/k/a Carol S. Goldsmith
Interest(s) Taken: SW-45 (125 S.F.) (Sidewalk Easement); PUE-5 (300 S.F.) (Aerial Easement for Pole Relocation and Grading) and TE-117 (613 S.F.) (Temporary Construction Easement)
Property Address: 182 North Main Street, Natick, Massachusetts
Mailing Address: 182 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 23986, Page 494 of the Middlesex South Registry of Deeds

Owner: Richard S. Hudson and Karen L. Hudson
Interest(s) Taken: SW-33 (148 S.F.) (Sidewalk Easement) and TE-118 (329 S.F.) (Temporary Construction Easement)
Property Address: 169 North Main Street, Natick, Massachusetts
Mailing Address: 169 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 17739, Page 493 of the Middlesex South Registry of Deeds

Owner: 176-180 North Main Street, LLC

Interest(s) Taken: SW-46 (219 S.F.) (Sidewalk Easement); PUE-6 (374 S.F.) (Aerial Easement for Pole Relocation and Grading) and TE-119 (536 S.F.) (Temporary Construction Easement)

Property Address: 176-180 North Main Street, Natick, Massachusetts

Mailing Address: 29 Wedgewood Drive, Hopkinton, Massachusetts 01748

Title Reference: Book 56390, Page 488 of the Middlesex South Registry of Deeds

Owner: William J. Vello and Donna M. Vello

Interest(s) Taken: SW-10 (215 S.W.) (Sidewalk Easement) and TE-120 (457 S.F.) (Temporary Construction Easement)

Property Address: 167 North Main Street, Natick, Massachusetts

Mailing Address: 141 Hawthorn Ave, Needham, Massachusetts 02492

Title Reference: Book 67877, Page 571 of the Middlesex South Registry of Deeds

Owner: Linear Retail WH #3 LLC

Interest(s) Taken: 9-T (791 S.F.) (Roadway/Sidewalk Fee Taking); SW-34 (99 S.F.) (Sidewalk Easement); PUE-7 (589 S.F.) (Aerial Easement for Pole Relocation and Grading); PUE-9 (48 S.F.) (Aerial Easement for Guy Wire) and TE-121 (1,198 S.F.) (Temporary Construction Easement)

Property Address: 172 North Main Street, Natick, Massachusetts

Mailing Address: 5 Burlington Woods Drive, Suite 107, Burlington, Massachusetts 01803

Title Reference: Book 48437, Page 72 of the Middlesex South Registry of Deeds

Owner: William G. George and Beverly J. George

Interest(s) Taken: SW-35 (76 S.F.) (Sidewalk Easement); E-7 (12 S.F.) (Easement for Signal Mast Arm) and TE-122 (699 S.F.) (Temporary Construction Easement)

Property Address: 165 North Main Street, Natick, Massachusetts

Mailing Address: 8 Linda Ave, Framingham, Massachusetts 01701

Title Reference: Book 28215, Page 9 of the Middlesex South Registry of Deeds

Owner: Kimon Sirafos a/k/a Kimon J. Sirafos

Interest(s) Taken: 11-T (838 S.F.) (Roadway/Sidewalk Fee Taking); E-2 (61 S.F.) (Easement for Signal Mast Arm); PUE-8 (253 S.F.) (Aerial Easement for Pole) and TE-124 (882 S.F.) (Temporary Construction Easement)

Property Address: 163 North Main Street, Natick, Massachusetts

Mailing Address: 81 Paolo Drive, East Falmouth, Massachusetts 02536

Title Reference: Book 66848, Page 338 of the Middlesex South Registry of Deeds

Owner: Peter Delli Colli and Susan I. Delli Colli, Trustees of the Bacon Street Realty Trust
Interest(s) Taken: SW-36 (28 S.F.) (Sidewalk Easement); PUE-10 (42 S.F.) (Utility Pole and Guy Wire Easement); PUE-25 (150 S.F.) (Aerial Easement for Pole Relocation and Grading); TE-125 (888 S.F.) (Temporary Construction Easement) and TE-229 (169 S.F.) (Temporary Construction Easement)

Property Address: 164 North Main Street, Natick, Massachusetts

Mailing Address: 164 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 973, Page 82 of the Middlesex South District of the Land Court (Certificate of Title 168632)

Owner: Barbara Canary, Devisee Under Will of Violetta Canary

Interest(s) Taken: SW-37 (105 S.F.) (Sidewalk Easement) and TE-129 (400 S.F.) (Temporary Construction Easement)

Property Address: 160 North Main Street, Natick, Massachusetts

Mailing Address: 160 North Main Street, Natick, Massachusetts 01760

Title Reference: Certificate of Title 160887 of the Middlesex South District of the Land Court (Middlesex Probate 18P2381)

Owner: Donald H. Warren

Interest(s) Taken: SW-38 (97 S.F.) (Sidewalk Easement) and TE-130 (300 S.F.) (Temporary Construction Easement)

Property Address: 158 North Main Street, Natick, Massachusetts

Mailing Address: 158 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 67158, Page 259 of the Middlesex South Registry of Deeds

Owner: Michael Montagna, Francis Montagna and Gina Montagna

Interest(s) Taken: SW-39 (3 S.F.) (Sidewalk Easement) and TE-131 (503 S.F.) (Temporary Construction Easement)

Property Address: 156 North Main Street, Natick, Massachusetts

Mailing Address: 156 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 37154, Page 277 of the Middlesex South Registry of Deeds

Owner: Thomas Mandino and Deborah A. Mael

Interest(s) Taken: SW-11 (14 S.F.) (Sidewalk Easement) and TE-155 (303 S.F.) (Temporary Construction Easement)

Property Address: 128 North Main Street, Natick, Massachusetts

Mailing Address: 128 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 1319, Page 125 of the Middlesex South District of the Land Court (Certificate of Title 236729)

Owner: Jason W. Miller and Gail A. Justino Miller
Interest(s) Taken: D-3 (2,265 S.F.) (Drainage Easement for Detention Basin); D-4 (4,851 S.F.) (Drainage Easement for Detention Basin) and TE-168 (329 S.F.) (Temporary Construction Easement)
Property Address: 112-116 North Main Street, Natick, Massachusetts
Mailing Address: 116 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 31221, Page 418 and Book 65324, Page 429 of the Middlesex South Registry of Deeds

Owner: Jeffrey W. Murray and Carol Murray
Interest(s) Taken: E-3 (8 S.F.) (Easement for Pedestrian Post); E-4 (64 S.F.) (Easement for Mast Arm) and TE-181 (903 S.W.) (Temporary Construction Easement)
Property Address: 97 North Main Street, Natick, Massachusetts
Mailing Address: 97 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 12458, Page 401 of the Middlesex South Registry of Deeds

Owner: Jeanne M. Ciocca a/k/a Jeanne F. Ciocca (Life Estate) and Daniel C. Ciocca
Interest(s) Taken: SW-16 (185 S.F.) (Sidewalk Easement); E-5 (64 S.F.) (Easement for Signal Mast Arm); E-6 (8 S.F.) (Easement for Pedestrian Post) and TE-182 (697 S.F.) (Temporary Construction Easement)
Property Address: 95 North Main Street, Natick, Massachusetts
Mailing Address: 95 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 66916, Page 191 of the Middlesex South Registry of Deeds

Owner: George C. Funari, Trustee of Landmark Realty Trust
Interest(s) Taken: 16-T (346 S.F.) (Roadway Fee Taking); PUE-26 (247 S.F.) (Easement for Utility Pole and Over Head Wire) and TE-185 (200 S.F.) (Temporary Construction Easement)
Property Address: 63 Washington Avenue, Natick, Massachusetts
Mailing Address: 297 Boston Road, Sutton, Massachusetts 01590
Title Reference: Book 16087, Page 356 of the Middlesex South Registry of Deeds

Owner: Eric M. Andersen and Jennifer D. Andersen
Interest(s) Taken: SW-48 (71 S.F.) (Sidewalk Easement) and TE-188 (315 S.F.) (Temporary Construction Easement)
Property Address: 1 Park Avenue, Natick, Massachusetts
Mailing Address: 1 Park Avenue, Natick, Massachusetts 01760
Title Reference: Book 1281, Page 81 of the Middlesex South District of the Land Court (Certificate of Title 230235)

Owner: Douglas G. Melanson and Jeanne M. Melanson
Interest(s) Taken: PUE-27 (61 S.F.) (Easement for Guy Wire) and TE-190 (806 S.F.) (Temporary Construction Easement)
Property Address: 85 North Main Street, Natick, Massachusetts
Mailing Address: 85 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 29009, Page 80 of the Middlesex South Registry of Deeds

Owner: David C. Rauh
Interest(s) Taken: D-5 (58 S.F.) (Drainage Easement for Existing Outfall Pipe) and TE-192 (285 S.F.) (Temporary Construction Easement)
Property Address: 2 Grove Street, Natick, Massachusetts
Mailing Address: 2 Grove Street, Natick, Massachusetts 01760
Title Reference: Book 45297, Page 411 of the Middlesex South Registry of Deeds

Owner: Marc MacIntosh and Erin MacIntosh
Interest(s) Taken: SW-43 (33 S.F.) (Sidewalk Easement) and TE-193 (96 S.F.) (Temporary Construction Easement)
Property Address: 4 Grove Street, Natick, Massachusetts
Mailing Address: 4 Grove Street, Natick, Massachusetts 01760
Title Reference: Book 66371, Page 424 of the Middlesex South Registry of Deeds

Owner: Patrick V. MacDonnell and Angela MacDonnell
Interest(s) Taken: 18-T (320 S.F.) (Roadway Fee Taking); PUE-28 (78 S.F.) (Easement for Guy Wire) and TE-194 (333 S.F.) (Temporary Construction Easement)
Property Address: 5 Grove Street, Natick, Massachusetts
Mailing Address: 5 Grove Street, Natick, Massachusetts 01760
Title Reference: Book 49169, Page 75 of the Middlesex South Registry of Deeds

Owner: Alicia Burke
Interest(s) Taken: 19-T (134 S.F.) (Roadway Fee Taking); PUE-29 (33 S.F.) (Easement for Guy Wire) and TE-198 (820 S.F.) (Temporary Construction Easement)
Property Address: 8 Charles Street, Natick, Massachusetts
Mailing Address: 8 Charles Street, Natick, Massachusetts 01760
Title Reference: Book 21425, Page 104 of the Middlesex South Registry of Deeds; Book 65295, Page 397 of the Middlesex South Registry of Deeds

Owner: Christopher L. Green a/k/a Christopher Laurence Green, Margaret L. Hunt a/k/a Margaret Lys Hunt and Joseph F. Hunt III
Interest(s) Taken: SW-17 (44 S.F.) (Sidewalk Easement) and TE-212 (570 S.F.) (Temporary Construction Easement)
Property Address: 9 Willow Street, Natick, Massachusetts
Mailing Address: 9 Willow Street, Natick, Massachusetts 01760
Title Reference: Book 62108, Page 125 of the Middlesex South Registry of Deeds

Owner: Willow Lane Condominium Trust
Interest(s) Taken: SW-18 (16 S.F.) (Sidewalk Easement) and TE-213 (222 S.F.) (Temporary Construction Easement)
Property Address: 16 Willow Street, Natick, Massachusetts
Mailing Address: 16 Willow Street, Natick, Massachusetts 01760
Title Reference: Book 34096, Page 383 of the Middlesex South Registry of Deeds (Master Deed); Book 34096, Page 400 (Declaration of Trust)

Owner: Main Street Town Homes Condominium Trust
Interest(s) Taken: SW-19 (5 S.F.) (Sidewalk Easement) and TE-214 (199 S.F.) (Temporary Construction Easement)
Property Address: 34 North Main Street, Natick, Massachusetts
Mailing Address: Main Street Town Homes Condominium Trust, C/O Gerard Burke, 34 North Main Street Unit #5, Natick, Massachusetts 01760
Title Reference: Book 43439, Page 231 of the Middlesex South Registry of Deeds (Master Deed); Book 43439, Page 250 of the Middlesex South Registry of Deeds (Declaration of Trust)

Owner: Bhargav J. Shah and Darshana Shah
Interest(s) Taken: SW-20 (23 S.F.) (Sidewalk Easement) and TE-222 (356 S.F.) (Temporary Construction Easement)
Property Address: 24 North Main Street, Natick, Massachusetts
Mailing Address: 24 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 43769, Page 12 of the Middlesex South Registry of Deeds

Owner: MCREF Natick Development, LLC
Interest(s) Taken: SW-41 (467 S.F.) (Sidewalk Easement); PUE-15 (920 S.F.) (Aerial Easement for Pole Relocation and Grading) and TE-183 (1,996 S.F.) (Temporary Construction Easement)
Property Address: 80, 82 & 84 North Main Street, Natick, Massachusetts
Mailing Address: MCREF Natick Development LLC, C/O Ryan LLC, One International Place, 100 Oliver Street 18th Floor, Boston, Massachusetts 02110
Title Reference: Book 63102, Page 143 of the Middlesex South Registry of Deeds

Owner: Anna Karasis, Trustee of the DPK Realty Trust
Interest(s) Taken: SW-22 (11 S.F.) (Sidewalk Easement) and TE-228 (491 S.F.) (Temporary Construction Easement)
Property Address: 6 North Main Street, Natick, Massachusetts
Mailing Address: 34 Magnolia Street, Framingham, Massachusetts 01701
Title Reference: Book 1110, Page 20 of the Middlesex South District of the Land Court (Certificate of Title 195970)

Owner: NMFV, LLC
Interest(s) Taken: PUE-30 (19 S.F.) (Easement for Pole Location and Aerial Trespass)
Property Address: 5 Pine Street, Natick, Massachusetts
Mailing Address: 1 Melody Way, Natick, Massachusetts 01760
Title Reference: Book 69219, Page 375 of the Middlesex South Registry of Deeds

Owner: Anthony P. Daly and Ellen Lakey a/k/a Ellen F. Daly
Interest(s) Taken: TE-1 (331 S.F.) (Temporary Construction Easement)
Property Address: 347 North Main Street, Natick, Massachusetts
Mailing Address: 347 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 37708, Page 429 of the Middlesex South Registry of Deeds

Owner: Christopher Gagnon and Andrea Gagnon
Interest(s) Taken: TE-3 (437 S.F.) (Temporary Construction Easement)
Property Address: 345 North Main Street, Natick, Massachusetts
Mailing Address: 345 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 1280, Page 47 of the Middlesex South District of the Land Court
(Certificate of Title 229997)

Owner: James David Glick and Sairah Ghazali Glick
Interest(s) Taken: TE-5 (86 S.F.) (Temporary Construction Easement)
Property Address: 345½ North Main Street, Natick, Massachusetts
Mailing Address: 345 ½ North Main Street, Natick, Massachusetts 01760
Title Reference: Book 1112, Page 103 of the Middlesex South District of the Land Court
(Certificate of Title 196453)

Owner: Glen A. Bloom and Amy L. Bloom
Interest(s) Taken: TE-6 (382 S.F.) (Temporary Construction Easement)
Property Address: 343 North Main Street, Natick, Massachusetts
Mailing Address: 343 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 61452, Page 273 of the Middlesex South Registry of Deeds

Owner: Scott M. Andersen and Joanne Andersen
Interest(s) Taken: TE-7 (120 S.F.) (Temporary Construction Easement)
Property Address: 2 Oak Knoll Road, Natick, Massachusetts
Mailing Address: 2 Oak Knoll Road, Natick, Massachusetts 01760
Title Reference: Book 24580, Page 111 of the Middlesex South Registry of Deeds

Owner: Richard D. Wright and Aretha M. Wright
Interest(s) Taken: TE-8 (325 S.F.) (Temporary Construction Easement)
Property Address: 341 North Main Street, Natick, Massachusetts
Mailing Address: 341 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 16775, Page 332 of the Middlesex South Registry of Deeds; Book 1009,
Page 118 of the Middlesex South District of the Land Court (Certificate of Title 175868)

Owner: Andrew Koncz, Trustee of the Koncz Realty Trust
Interest(s) Taken: TE-9 (133 S.F.) (Temporary Construction Easement)
Property Address: 342 North Main Street, Natick, Massachusetts
Mailing Address: 342 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 71531, Page 81 of the Middlesex South Registry of Deeds

Owner: Nakisa Alborz
Interest(s) Taken: TE-11 (252 S.F.) (Temporary Construction Easement) and TE-11B (118 S.F.)
(Temporary Construction Easement)
Property Address: 340 North Main Street, Natick, Massachusetts
Mailing Address: 340 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 65544, Page 458 of the Middlesex South Registry of Deeds

Owner: Charles A. Mazokopos and Megan D. Mazokopos
Interest(s) Taken: TE-13 (472 S.F.) (Temporary Construction Easement)
Property Address: 338 North Main Street, Natick, Massachusetts
Mailing Address: 338 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 34799, Page 210 of the Middlesex South Registry of Deeds

Owner: Curtis B. Williams and Monica Z. Williams
Interest(s) Taken: TE-14 (197 S.F.) (Temporary Construction Easement)
Property Address: 336 North Main Street, Natick, Massachusetts
Mailing Address: 336 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 67851, Page 334 of the Middlesex South Registry of Deeds

Owner: Mary-Marie Billings and Christine Louise Billings
Interest(s) Taken: TE-15 (30 S.F.) (Temporary Construction Easement)
Property Address: 2 Evans Drive, Natick, Massachusetts
Mailing Address: 2 Evans Drive, Natick, Massachusetts 01760
Title Reference: Book 1529, Page 17 of the Middlesex South District of the Land Court
(Certificate of Title 267999)

Owner: Jerome M. Tuck and Arlene S. Tuck, Trustees of the 319 North Main Street Realty Trust
Interest(s) Taken: TE-30 (448 S.F.) (Temporary Construction Easement)
Property Address: 319 North Main Street, Natick, Massachusetts
Mailing Address: 785 Crandon Blvd. #1803, Key Biscayne, FL 33149
Title Reference: Book 38802, Page 181 of the Middlesex South Registry of Deeds

Owner: Meadowlark Realty, LLC
Interest(s) Taken: TE-31 (509 S.F.) (Temporary Construction Easement)
Property Address: 317 North Main Street, Natick, Massachusetts
Mailing Address: 317 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 52979, Page 420 of the Middlesex South Registry of Deeds

Owner: Samer Aleid
Interest(s) Taken: TE-32 (415 S.F.) (Temporary Construction Easement)
Property Address: 318 North Main Street, Natick, Massachusetts
Mailing Address: 318 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 1242, Page 10 of the Middlesex South District of the Land Court
(Certificate of Title 222360)

Owner: Eric Yu
Interest(s) Taken: TE-33 (259 S.F.) (Temporary Construction Easement)
Property Address: 315 North Main Street, Natick, Massachusetts
Mailing Address: 209 Middlesex Road, Chestnut Hill, Massachusetts 02467
Title Reference: Book 70707, Page 21 of the Middlesex South Registry of Deeds

Owner: J. Ellis Coleman
Interest(s) Taken: TE-34 (32 S.F.) (Temporary Construction Easement)
Property Address: 0 North Main Street, Natick, Massachusetts
Mailing Address: 313 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 21767, Page 62 of the Middlesex South Registry of Deeds

Owner: J. Ellis Coleman
Interest(s) Taken: TE-35 (160 S.F.) (Temporary Construction Easement)
Property Address: 313 North Main Street, Natick, Massachusetts
Mailing Address: 313 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 21767, Page 62 of the Middlesex South Registry of Deeds

Owner: Patrick A.M. Porter and Jill H. Porter
Interest(s) Taken: TE-36 (492 S.F.) (Temporary Construction Easement)
Property Address: 314 North Main Street, Natick, Massachusetts
Mailing Address: 314 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 1088, Page 37 of the Middlesex South District of the Land Court
(Certificate of Title 191587)

Owner: Brian Carroll and Cheryl Carroll
Interest(s) Taken: TE-37 (95 S.F.) (Temporary Construction Easement) and TE-38 (85 S.F.)
(Temporary Construction Easement)
Property Address: 312 North Main Street, Natick, Massachusetts
Mailing Address: 312 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 43807, Page 466 of the Middlesex South Registry of Deeds

Owner: Danielle Brown, Frank J. Chiaino and Maureen R. Chiaino
Interest(s) Taken: TE-39 (74 S.F.) (Temporary Construction Easement)
Property Address: 311 North Main Street, Natick, Massachusetts
Mailing Address: 311 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 71329, Page 526 of the Middlesex South Registry of Deeds

Owner: Jeffrey F. Seeckts
Interest(s) Taken: TE-40 (418 S.F.) (Temporary Construction Easement)
Property Address: 309 North Main Street, Natick, Massachusetts
Mailing Address: 309 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 12693, Page 267 of the Middlesex South Registry of Deeds

Owner: Julian Munnich
Interest(s) Taken: TE-41 (205 S.F.) (Temporary Construction Easement)
Property Address: 310 North Main Street, Natick, Massachusetts
Mailing Address: 310 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 48344, Page 569 of the Middlesex South Registry of Deeds

Owner: Denise C. Rizzo a/k/a Denise C. Rizzo
Interest(s) Taken: TE-42 (453 S.F.) (Temporary Construction Easement)
Property Address: 308 North Main Street, Natick, Massachusetts
Mailing Address: 308 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 39609, Page 270 of the Middlesex South Registry of Deeds

Owner: High End Homes, LLC
Interest(s) Taken: TE-43 (125 S.F.) (Temporary Construction Easement)
Property Address: 308 North Main Street, Natick, Massachusetts
Mailing Address: 36 Harwood Road, Natick, Massachusetts 01760
Title Reference: Book 70879, Page 401 of the Middlesex South Registry of Deeds

Owner: Mark Porter and Anne Porter
Interest(s) Taken: TE-44 (160 S.F.) (Temporary Construction Easement)
Property Address: 306R North Main Street, Natick, Massachusetts
Mailing Address: P.O. Box 2215, Natick, Massachusetts 01760
Title Reference: Book 25425, Page 349 of the Middlesex South Registry of Deeds

Owner: Raymond G. Germain and Joyce C. Germain, Trustees of the Germain Family Trust
Interest(s) Taken: TE-45 (254 S.F.) (Temporary Construction Easement)
Property Address: 303 North Main Street, Natick, Massachusetts
Mailing Address: 303 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 70001, Page 180 of the Middlesex South Registry of Deeds

Owner: John F. Rowley, Sr. and Maureen E. Rowley
Interest(s) Taken: TE-46 (318 S.F.) (Temporary Construction Easement)
Property Address: 306 North Main Street, Natick, Massachusetts
Mailing Address: 23 Whittier Road, Needham, Massachusetts 02492
Title Reference: Book 64660, Page 72 of the Middlesex South Registry of Deeds

Owner: James M. Horne and Verma Horne, Trustees of the Horne Family Realty Trust
Interest(s) Taken: TE-47 (505 S.F.) (Temporary Construction Easement)
Property Address: 301 North Main Street, Natick, Massachusetts
Mailing Address: 221 Pond Street, Natick, Massachusetts 01760
Title Reference: Book 54290, Page 404 of the Middlesex South Registry of Deeds

Owner: Samuel I. Ihemdi
Interest(s) Taken: TE-48 (215 S.F.) (Temporary Construction Easement)
Property Address: 304 North Main Street, Natick, Massachusetts
Mailing Address: 304 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 23646, Page 354 of the Middlesex South Registry of Deeds

Owner: Harry J. McCall, Jr. and Dorothy M. Brown-McCall
Interest(s) Taken: TE-49 (324 S.F.) (Temporary Construction Easement)
Property Address: 302 North Main Street, Natick, Massachusetts
Mailing Address: 302 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 45282, Page 198 of the Middlesex South Registry of Deeds

Owner: Minh Nguyen a/k/a Minh K. Nguyen
Interest(s) Taken: TE-50 (186 S.F.) (Temporary Construction Easement)
Property Address: 299 North Main Street, Natick, Massachusetts
Mailing Address: 299 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 47023, Page 23 of the Middlesex South Registry of Deeds

Owner: Jeffrey P. Everett and Robert S. Frada
Interest(s) Taken: TE-51 (323 S.F.) (Temporary Construction Easement)
Property Address: 300 North Main Street, Natick, Massachusetts
Mailing Address: 300 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 30238, Page 136 of the Middlesex South Registry of Deeds

Owner: Glen Doucette
Interest(s) Taken: TE-52 (273 S.F.) (Temporary Construction Easement)
Property Address: 297 North Main Street, Natick, Massachusetts
Mailing Address: 297 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 45221, Page 246 of the Middlesex South Registry of Deeds

Owner: Mark Porter and Anne Porter
Interest(s) Taken: TE-53 (127 S.F.) (Temporary Construction Easement)
Property Address: 298½ North Main Street, Natick, Massachusetts
Mailing Address: P.O. Box 2215, Natick, Massachusetts 01760
Title Reference: Book 25425, Page 349 of the Middlesex South Registry of Deeds

Owner: Ernest J. Beasley
Interest(s) Taken: TE-54 (247 S.F.) (Temporary Construction Easement)
Property Address: 295 North Main Street, Natick, Massachusetts
Mailing Address: 295 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 1469, Page 92 of the Middlesex South District of the Land Court
(Certificate of Title 259057)

Owner: Elizabeth M. Porter
Interest(s) Taken: TE-56 (560 S.F.) (Temporary Construction Easement)
Property Address: 293 North Main Street, Natick, Massachusetts
Mailing Address: 293 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 24689, Page 479 of the Middlesex South Registry of Deeds

Owner: Pookies Park, LLC
Interest(s) Taken: TE-57 (419 S.F.) (Temporary Construction Easement)
Property Address: 296 North Main Street, Natick, Massachusetts
Mailing Address: 296 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 66894, Page 357 of the Middlesex South Registry of Deeds

Owner: Todd Bellomy and Amy R. Braitsch
Interest(s) Taken: TE-58 (243 S.F.) (Temporary Construction Easement)
Property Address: 291 North Main Street, Natick, Massachusetts
Mailing Address: 291 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 52892, Page 578 of the Middlesex South Registry of Deeds

Owner: John J. Lobach, Jr.
Interest(s) Taken: TE-59 (379 S.F.) (Temporary Construction Easement)
Property Address: 292 North Main Street, Natick, Massachusetts
Mailing Address: 292 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 27110, Page 539 of the Middlesex South Registry of Deeds

Owner: M. Kathleen Seiders and Lynn V. Randall
Interest(s) Taken: TE-60 (216 S.F.) (Temporary Construction Easement)
Property Address: 289 North Main Street, Natick, Massachusetts
Mailing Address: 289 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 28432, Page 468 of the Middlesex South Registry of Deeds

Owner: Jacob C. Troidl
Interest(s) Taken: TE-61 (227 S.F.) (Temporary Construction Easement)
Property Address: 288 North Main Street, Natick, Massachusetts
Mailing Address: 25 High Rock Road, Wayland, Massachusetts 01778
Title Reference: Book 43695, Page 73 of the Middlesex South Registry of Deeds

Owner: Robert H. Watjen and Margaret S. Watjen
Interest(s) Taken: TE-62 (190 S.F.) (Temporary Construction Easement) and TE-64 (377 S.F.) (Temporary Construction Easement)
Property Address: 281 North Main Street, Natick, Massachusetts
Mailing Address: 281 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 51796, Page 560 of the Middlesex South Registry of Deeds

Owner: Cypress North Condominium Trust
Interest(s) Taken: TE-63 (200 S.F.) (Temporary Construction Easement)
Property Address: 286 North Main Street, Natick, Massachusetts
Mailing Address: Cypress North Condominium Trust, C/O Ann Marie Regan, 286 North Main Street Unit #1, Natick, Massachusetts 01760
Title Reference: Book 71200, Page 490 of the Middlesex South Registry of Deeds (Master Deed); Book 71200, Page 503 of the Middlesex South Registry of Deeds (Declaration of Trust)

Owner: Chelsea Anne Souter

Interest(s) Taken: TE-65 (231 S.F.) (Temporary Construction Easement)
Property Address: 284 North Main Street, Natick, Massachusetts
Mailing Address: 284 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 68825, Page 107 of the Middlesex South Registry of Deeds

Owner: Paiboon Ongwandee
Interest(s) Taken: TE-66 (460 S.F.) (Temporary Construction Easement)
Property Address: 279 North Main Street, Natick, Massachusetts
Mailing Address: 279 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 42117, Page 545 of the Middlesex South Registry of Deeds

Owner: George J. Shea and Priscilla A. Ostreicher a/k/a Priscilla A. Shea
Interest(s) Taken: TE-67 (466 S.F.) (Temporary Construction Easement)
Property Address: 282 North Main Street, Natick, Massachusetts
Mailing Address: 282 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 12954, Page 350 of the Middlesex South Registry of Deeds

Owner: Stephanie H. McCarthy
Interest(s) Taken: TE-68 (198 S.F.) (Temporary Construction Easement)
Property Address: 277½ North Main Street, Natick, Massachusetts
Mailing Address: 277 ½ North Main Street, Natick, Massachusetts 01760
Title Reference: Book 70069, Page 354 of the Middlesex South Registry of Deeds

Owner: Michael S. Maslanka
Interest(s) Taken: TE-69 (643 S.F.) (Temporary Construction Easement)
Property Address: 280 North Main Street, Natick, Massachusetts
Mailing Address: 280 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 21574, Page 250 of the Middlesex South Registry of Deeds

Owner: Peter M. McGovern and Catherine M. McGovern
Interest(s) Taken: TE-70 (316 S.F.) (Temporary Construction Easement)
Property Address: 277 North Main Street, Natick, Massachusetts
Mailing Address: 277 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 1345, Page 131 of the Middlesex South District of the Land Court
(Certificate of Title 240632)

Owner: Dawn Crocker Tucker
Interest(s) Taken: TE-71 (235 S.F.) (Temporary Construction Easement)
Property Address: 278 North Main Street, Natick, Massachusetts
Mailing Address: 278 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 25034, Page 92 of the Middlesex South Registry of Deeds

Owner: Alfred A. Severi, Trustee of the Alfred A. Severi Living Trust
Interest(s) Taken: TE-72 (840 S.F.) (Temporary Construction Easement)
Property Address: 275 North Main Street, Natick, Massachusetts
Mailing Address: 275 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 56707, Page 512 of the Middlesex South Registry of Deeds

Owner: James R. Coffey and Linda Y. Coffey
Interest(s) Taken: TE-73 (332 S.F.) (Temporary Construction Easement)
Property Address: 276 North Main Street, Natick, Massachusetts
Mailing Address: 276 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 67637, Page 173 of the Middlesex South Registry of Deeds

Owner: Mary C. Spaulding, William Daly (Life Estate) and Elizabeth R. Daly (Life Estate)
Interest(s) Taken: TE-74 (163 S.F.) (Temporary Construction Easement)
Property Address: 274 North Main Street, Natick, Massachusetts
Mailing Address: 274 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 14580, Page 493 of the Middlesex South Registry of Deeds

Owner: Joseph F. Hartin, Jr. and Diane M. Hartin
Interest(s) Taken: TE-75 (787 S.F.) (Temporary Construction Easement)
Property Address: 271 North Main Street, Natick, Massachusetts
Mailing Address: 271 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 24494, Page 395 of the Middlesex South Registry of Deeds

Owner: Douglas J. Ross and Christine M. Kelleher-Ross
Interest(s) Taken: TE-76 (240 S.F.) (Temporary Construction Easement)
Property Address: 272 North Main Street, Natick, Massachusetts
Mailing Address: 272 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 61067, Page 117 of the Middlesex South Registry of Deeds

Owner: Robert D. Duncan and Kelley A. Duncan
Interest(s) Taken: TE-77 (341 S.F.) (Temporary Construction Easement)
Property Address: 270 North Main Street, Natick, Massachusetts
Mailing Address: 270 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 55100, Page 97 of the Middlesex South Registry of Deeds

Owner: S&Z Properties, LLC
Interest(s) Taken: TE-82 (495 S.F.) (Temporary Construction Easement)
Property Address: 264 North Main Street, Natick, Massachusetts
Mailing Address: 264 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 49614, Page 289 of the Middlesex South Registry of Deeds

Owner: S&Z Properties, LLC
Interest(s) Taken: TE-83 (157 S.F.) (Temporary Construction Easement)
Property Address: 260 North Main Street, Natick, Massachusetts
Mailing Address: 264 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 49614, Page 289 of the Middlesex South Registry of Deeds

Owner: Matthew Rury
Interest(s) Taken: TE-84 (471 S.F.) (Temporary Construction Easement)
Property Address: 256 North Main Street, Natick, Massachusetts
Mailing Address: 256 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 67160, Page 405 of the Middlesex South Registry of Deeds

Owner: Foreign Motors Realty Corp.
Interest(s) Taken: TE-85 (784 S.F.) (Temporary Construction Easement)
Property Address: 257 North Main Street, Natick, Massachusetts
Mailing Address: 257 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 25980, Page 366 of the Middlesex South Registry of Deeds

Owner: Ruth A. Volpe and Elizabeth Glover, Trustees of the Ruth F. Holston Realty Trust
Interest(s) Taken: TE-86 (247 S.F.) (Temporary Construction Easement)
Property Address: 254 North Main Street, Natick, Massachusetts
Mailing Address: 254 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 25126, Page 465 of the Middlesex South Registry of Deeds

Owner: Dell Redington
Interest(s) Taken: TE-87 (466 S.F.) (Temporary Construction Easement)
Property Address: 252 North Main Street, Natick, Massachusetts
Mailing Address: 252 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 33088, Page 589 of the Middlesex South Registry of Deeds

Owner: Trustees and/or Beneficiaries of the Arsen H. Kaprielian Trust
Interest(s) Taken: TE-88 (1,226 S.F.) (Temporary Construction Easement)
Property Address: 253 North Main Street, Natick, Massachusetts
Mailing Address: 30 Meadowbrook Circle, Sudbury, Massachusetts 01776
Title Reference: Book 11450, Page 609 of the Middlesex South Registry of Deeds

Owner: Audrey G. Demaio
Interest(s) Taken: TE-89 (334 S.F.) (Temporary Construction Easement)
Property Address: 248 North Main Street, Natick, Massachusetts
Mailing Address: 248 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 62991, Pages 440 and 443 of the Middlesex South Registry of Deeds

Owner: Stephen Patch
Interest(s) Taken: TE-91 (272 S.F.) (Temporary Construction Easement)
Property Address: 244 North Main Street, Natick, Massachusetts
Mailing Address: 244 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 24932, Page 169 of the Middlesex South Registry of Deeds

Owner: Kaprielian Enterprises, LLC
Interest(s) Taken: TE-92 (485 S.F.) (Temporary Construction Easement)
Property Address: 249 North Main Street, Natick, Massachusetts
Mailing Address: 10 Blossom Circle, Natick, Massachusetts 01760
Title Reference: Book 51361, Page 249 of the Middlesex South Registry of Deeds

Owner: Penelope A. El-Bisi (Life Estate) and Tammy A. Taylor
Interest(s) Taken: TE-93 (301 S.F.) (Temporary Construction Easement)
Property Address: 242 North Main Street, Natick, Massachusetts
Mailing Address: 241 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 29655, Page 455 of the Middlesex South Registry of Deeds; Book 54153, Page 373 of the Middlesex South Registry of Deeds

Owner: Deepak Gaikwad and Arundhati M. Kadam
Interest(s) Taken: TE-94 (318 S.F.) (Temporary Construction Easement)
Property Address: 240 North Main Street, Natick, Massachusetts
Mailing Address: 240 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 64075, Page 142 of the Middlesex South Registry of Deeds

Owner: Warren D. Fowler
Interest(s) Taken: TE-95 (495 S.F.) (Temporary Construction Easement)
Property Address: 238 North Main Street, Natick, Massachusetts
Mailing Address: 516 Worcester Road, Wellesley, Massachusetts 02481
Title Reference: Book 52280, Page 533 of the Middlesex South Registry of Deeds

Owner: North Cemetery Association
Interest(s) Taken: TE-96 (52 S.F.) (Temporary Construction Easement) and TE-96B (570 S.F.) (Temporary Construction Easement)
Property Address: 239 North Main Street, Natick, Massachusetts
Mailing Address: 12 Pleasant Street, Natick, Massachusetts 01760
Title Reference: Book 2709, Page 555 of the Middlesex South Registry of Deeds

Owner: David Presutti and Loretta M. Presutti
Interest(s) Taken: TE-97 (859 S.F.) (Temporary Construction Easement)
Property Address: 236 North Main Street, Natick, Massachusetts
Mailing Address: 236 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 49024, Page 243 of the Middlesex South Registry of Deeds

Owner: Samir A. Giurguis and Mervat H. Shenouda
Interest(s) Taken: TE-108 (140 S.F.) (Temporary Construction Easement)
Property Address: 250 North Main Street, Natick, Massachusetts
Mailing Address: 250 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 50379, Page 1 of the Middlesex South Registry of Deeds

Owner: Joseph E. Gattozzi, Trustee of the Gattozzi Trust
Interest(s) Taken: TE-112 (52 S.F.) (Temporary Construction Easement)
Property Address: 175 North Main Street, Natick, Massachusetts
Mailing Address: 181 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 64357, Page 31 of the Middlesex South Registry of Deeds

Owner: Pleasant Properties Condominium Trust
Interest(s) Taken: TE-114 (974 S.F.) (Temporary Construction Easement)
Property Address: 171-173 North Main Street, Natick, Massachusetts
Mailing Address: Pleasant Properties Condominium Trust, C/O Delli Colli Realty LLC, 264 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 57002, Page 483 of the Middlesex South Registry of Deeds (Master Deed); Book 57002, Page 503 of the Middlesex South Registry of Deeds (Declaration of Trust)

Owner: 265 Bacon Street Condominium Trust
Interest(s) Taken: TE-123 (298 S.F.) (Temporary Construction Easement)
Property Address: 265 Bacon Street, Natick, Massachusetts
Mailing Address: 265 Bacon Street Condominium Trust, C/O Michael Rubinstein, 265A Bacon Street, Natick, Massachusetts 01760
Title Reference: Book 69968, Page 20 of the Middlesex South Registry of Deeds (Master Deed)

Owner: Peter Delli Colli and Susan Delli Colli, Trustees of Bacon Street Realty Trust
Interest(s) Taken: TE-126 (220 S.F.) (Temporary Construction Easement)
Property Address: 268 Bacon Street, Natick, Massachusetts
Mailing Address: 164 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 973, Page 82 of the Middlesex South District of the Land Court (Certificate of Title 168632)

Owner: Christopher D'Antonio, Trustee of the North Main Street Realty Trust
Interest(s) Taken: TE-132 (168 S.F.) (Temporary Construction Easement)
Property Address: 154 North Main Street, Natick, Massachusetts
Mailing Address: 17 Appleton Street, Natick, Massachusetts 01760
Title Reference: Book 22696, Page 225 of the Middlesex South Registry of Deeds

Owner: John A. Merritt and Patricia Perry Merritt
Interest(s) Taken: TE-134 (390 S.F.) (Temporary Construction Easement)
Property Address: 152 North Main Street, Natick, Massachusetts
Mailing Address: 152 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 13043, Page 119 of the Middlesex South Registry of Deeds

Owner: George Chapman and Stacey Chapman
Interest(s) Taken: TE-135 (452 S.F.) (Temporary Construction Easement)
Property Address: 150 North Main Street, Natick, Massachusetts
Mailing Address: 150 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 1438, Page 89 of the Middlesex South District of the Land Court
(Certificate of Title 254492)

Owner: Timothy P. Muldoon and Suzanne M. Muldoon
Interest(s) Taken: TE-137 (161 S.F.) (Temporary Construction Easement)
Property Address: 1 Jackson Court, Natick, Massachusetts
Mailing Address: 1 Jackson Court, Natick, Massachusetts 01760
Title Reference: Book 45291, Page 59 of the Middlesex South Registry of Deeds

Owner: Stephen Leung
Interest(s) Taken: TE-138 (44 S.F.) (Temporary Construction Easement) and TE-138B (65 S.F.)
(Temporary Construction Easement)
Property Address: 151 North Main Street, Natick, Massachusetts
Mailing Address: 151 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 56092, Page 215 of the Middlesex South Registry of Deeds

Owner: Alan Kawadler and Lynn B. Kawadler
Interest(s) Taken: TE-139 (374 S.F.) (Temporary Construction Easement)
Property Address: 146 North Main Street, Natick, Massachusetts
Mailing Address: 21 Garvey Street, Framingham, Massachusetts 01701
Title Reference: Book 16495, Page 194 of the Middlesex South Registry of Deeds

Owner: Robert B. Young and Ruth M. Young, Trustees of the Young Living Trust
Interest(s) Taken: TE-140 (164 S.F.) (Temporary Construction Easement)
Property Address: 149 North Main Street, Natick, Massachusetts
Mailing Address: 149 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 45215, Page 179 of the Middlesex South Registry of Deeds

Owner: William J. Howard
Interest(s) Taken: TE-141 (398 S.F.) (Temporary Construction Easement)
Property Address: 144 North Main Street, Natick, Massachusetts
Mailing Address: 144 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 28538, Page 585 of the Middlesex South Registry of Deeds

Owner: Daniel C. Carmichael and Marlene M. Carmichael
Interest(s) Taken: TE-142 (205 S.F.) (Temporary Construction Easement)
Property Address: 147 North Main Street, Natick, Massachusetts
Mailing Address: 147 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 11915, Page 499 of the Middlesex South Registry of Deeds

Owner: Mark J. Dantonio and Bruce A. Fisher
Interest(s) Taken: TE-143 (405 S.F.) (Temporary Construction Easement)
Property Address: 142 North Main Street, Natick, Massachusetts
Mailing Address: 109 South Main Street, Natick, Massachusetts 01760
Title Reference: Book 17581, Page 556 of the Middlesex South Registry of Deeds

Owner: Erich Salomon and Nicole Salomon
Interest(s) Taken: TE-144 (301 S.F.) (Temporary Construction Easement)
Property Address: 145 North Main Street, Natick, Massachusetts
Mailing Address: 145 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 69214, Page 334 of the Middlesex South Registry of Deeds

Owner: Timothy B. Reading and Marlene M. Reading
Interest(s) Taken: TE-145 (222 S.F.) (Temporary Construction Easement)
Property Address: 140 North Main Street, Natick, Massachusetts
Mailing Address: 140 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 12032, Page 30 of the Middlesex South Registry of Deeds

Owner: Steven P. Peckham and Leslee C. Peckham
Interest(s) Taken: TE-146 (249 S.F.) (Temporary Construction Easement)
Property Address: 143 North Main Street, Natick, Massachusetts
Mailing Address: 143 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 18749, Page 324 of the Middlesex South Registry of Deeds

Owner: Daniel J. Dumanis and Maria Dumanis
Interest(s) Taken: TE-147 (457 S.F.) (Temporary Construction Easement)
Property Address: 136 North Main Street, Natick, Massachusetts
Mailing Address: 136 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 70471, Page 203 of the Middlesex South Registry of Deeds

Owner: Adam C. Ploetz and Jessica L. Roscio
Interest(s) Taken: TE-148 (136 S.F.) (Temporary Construction Easement)
Property Address: 141 North Main Street, Natick, Massachusetts
Mailing Address: 141 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 65828, Page 405 of the Middlesex South Registry of Deeds

Owner: Harriet S. Merkowitz, Trustee of Harriet S. Merkowitz Trust
Interest(s) Taken: TE-149 (207 S.F.) (Temporary Construction Easement)
Property Address: 134 North Main Street, Natick, Massachusetts
Mailing Address: 134 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 66736, Page 157 of the Middlesex South Registry of Deeds

Owner: Martin F. O'Dea and Alison O'Dea
Interest(s) Taken: TE-150 (413 S.F.) (Temporary Construction Easement)
Property Address: 132 North Main Street, Natick, Massachusetts
Mailing Address: 132 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 30485, Page 284 of the Middlesex South Registry of Deeds

Owner: Gerald W. Hall and Mary L. Hall
Interest(s) Taken: TE-152 (142 S.F.) (Temporary Construction Easement)
Property Address: 137 North Main Street, Natick, Massachusetts
Mailing Address: 137 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 20825, Page 339 of the Middlesex South Registry of Deeds

Owner: Artur Bacatel and Viorica Bacatel
Interest(s) Taken: TE-154 (131 S.F.) (Temporary Construction Easement)
Property Address: 133 North Main Street, Natick, Massachusetts
Mailing Address: 133 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 67321, Page 284 of the Middlesex South Registry of Deeds

Owner: Jo Ann Green
Interest(s) Taken: TE-156 (21 S.F.) (Temporary Construction Easement) and TE-157 (100 S.F.) (Temporary Construction Easement)
Property Address: 131 North Main Street, Natick, Massachusetts
Mailing Address: 131 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 47772, Page 580 of the Middlesex South Registry of Deeds

Owner: Norbert H. Simoes
Interest(s) Taken: TE-159 (82 S.F.) (Temporary Construction Easement)
Property Address: 129 North Main Street, Natick, Massachusetts
Mailing Address: 129 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 17106, Page 525 of the Middlesex South Registry of Deeds

Owner: Christina C. Hanss f/k/a Christina W. Cady and Brandon M. Hanss
Interest(s) Taken: TE-160 (319 S.F.) (Temporary Construction Easement)
Property Address: 126 North Main Street, Natick, Massachusetts
Mailing Address: 619 East Street, Walpole, Massachusetts 02081
Title Reference: Book 1479, Page 17 of the Middlesex South District of the Land Court (Certificate of Title 260451)

Owner: Ching Li
Interest(s) Taken: TE-161 (376 S.F.) (Temporary Construction Easement)
Property Address: 124 North Main Street, Natick, Massachusetts
Mailing Address: 124 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 1364, Page 131 of the Middlesex South District of the Land Court (Certificate of Title 243490)

Owner: Adamastor N. Goncalves, Margarida Goncalves, Silvio A. Teixeira and Otilia G. Teixeira

Interest(s) Taken: TE-162 (420 S.F.) (Temporary Construction Easement)

Property Address: 127 North Main Street, Natick, Massachusetts

Mailing Address: 127 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 20081, Page 135 of the Middlesex South Registry of Deeds

Owner: Diane M. Sinanian

Interest(s) Taken: TE-163 (83 S.F.) (Temporary Construction Easement) and TE-165 (229 S.F.) Temporary Construction Easement

Property Address: 120 North Main Street, Natick, Massachusetts

Mailing Address: 120 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 28847, Page 112 of the Middlesex South Registry of Deeds

Owner: Laura Benedict Barnatt

Interest(s) Taken: TE-164 (95 S.F.) (Temporary Construction Easement)

Property Address: 119 North Main Street, Natick, Massachusetts

Mailing Address: 119 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 50624, Page 50 of the Middlesex South Registry of Deeds

Owner: Geoffrey Ghertler

Interest(s) Taken: TE-166 (189 S.F.) (Temporary Construction Easement)

Property Address: 118 North Main Street, Natick, Massachusetts

Mailing Address: 118 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 26610, Page 442 of the Middlesex South Registry of Deeds

Owner: 117 North Main Street Condominium Trust

Interest(s) Taken: TE-167 (502) (Temporary Construction Easement)

Property Address: 117A and 117B North Main Street, Natick, Massachusetts

Mailing Address: 117 North Main Street Condominium Trust, c/o Jeffrey Moccia, 117B North Main Street, Natick, Massachusetts 01760

Title Reference: Book 65821, Page 241 of the Middlesex South Registry of Deeds (Master Deed); Book 65821, Page 265 of the Middlesex South Registry of Deeds (Declaration of Trust)

Owner: Jennifer M. Atwood and Scott J. Atwood

Interest(s) Taken: TE-169 (558 S.F.) (Temporary Construction Easement) and TE-170 (65 S.F.) (Temporary Construction Easement)

Property Address: 115 North Main Street, Natick, Massachusetts

Mailing Address: 115 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 44916, Page 280 of the Middlesex South Registry of Deeds

Owner: Yuhan Li and Qing Li

Interest(s) Taken: TE-171 (451 S.F.) (Temporary Construction Easement)

Property Address: 113 North Main Street, Natick, Massachusetts

Mailing Address: 113 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 71875, Page 256 of the Middlesex South Registry of Deeds

Owner: John R. Gordon and Louise M. Gordon
Interest(s) Taken: TE-179 (373 S.F.) (Temporary Construction Easement)
Property Address: 101 North Main Street, Natick, Massachusetts
Mailing Address: 101 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 8128, Page 19 of the Middlesex South Registry of Deeds

Owner: John K. Makkas and Helen Makkas, Trustees of the Makkas Family 2014 Family Realty Trust
Interest(s) Taken: TE-180 (173 S.F.) (Temporary Construction Easement)
Property Address: 99 North Main Street, Natick, Massachusetts
Mailing Address: 264 Eliot Street, Natick, Massachusetts 01760
Title Reference: Book 63717, Page 379 of the Middlesex South Registry of Deeds

Owner: Laura Meares and Michael Meares
Interest(s) Taken: TE-186 (345 S.F.) (Temporary Construction Easement)
Property Address: 1 Lake Street, Natick, Massachusetts
Mailing Address: 1 Lake Street, Natick, Massachusetts 01760
Title Reference: Book 39671, Page 588 of the Middlesex South Registry of Deeds

Owner: Marjorie M. Roberts
Interest(s) Taken: TE-187 (201 S.F.) (Temporary Construction Easement)
Property Address: 3 Lake Street, Natick, Massachusetts
Mailing Address: 3 Lake Street, Natick, Massachusetts 01760
Title Reference: Book 30513, Page 297 of the Middlesex South Registry of Deeds

Owner: Donald E. Nix and Chris Ann L. Nix, Trustees of the Nix Family Irrevocable Trust
Interest(s) Taken: TE-189 (335 S.F.) (Temporary Construction Easement)
Property Address: 91 North Main Street, Natick, Massachusetts
Mailing Address: 91 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 1481, Page 46 of the Middlesex South District of the Land Court (Certificate of Title 260922)

Owner: Nicholas S. Mabardy and Jean N. Mabardy a/k/a Jean N. Harrigle, Trustees of Mabardy North Main Street Trust
Interest(s) Taken: TE-191 (512 S.F.) (Temporary Construction Easement)
Property Address: 78 North Main Street, Natick, Massachusetts
Mailing Address: P.O. Box 6254, Natick, Massachusetts 01760
Title Reference: Book 14542 and 219 of the Middlesex South Registry of Deeds; Book 25992, Page 433 of the Middlesex South Registry of Deeds

Owner: The Mills of Natick Corporation
Interest(s) Taken: TE-195 (2,241 S.F.) (Temporary Construction Easement)
Property Address: 62 North Main Street, Natick, Massachusetts
Mailing Address: 60 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 24558, Page 219 of the Middlesex South Registry of Deeds

Owner: John M. Gransky and Jeremy D. Gransky
Interest(s) Taken: TE-199 (65 S.F.) (Temporary Construction Easement)
Property Address: 59 North Main Street, Natick, Massachusetts
Mailing Address: 59 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 51355, Page 132 of the Middlesex South Registry of Deeds

Owner: Walnut Hill Condominium Trust
Interest(s) Taken: TE-200 (503 S.F.) (Temporary Construction Easement)
Property Address: 55 & 57 North Main Street, Natick, Massachusetts
Mailing Address: Walnut Hill Condominium Trust, C/O Monique St. Germain, 57 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 68768, Page 12 of the Middlesex South Registry of Deeds (Master Deed);
Book 68768, Page 16 of the Middlesex South Registry of Deeds (Declaration of Trust)

Owner: Richard M. Bragdon, Trustee of the Richard M. Bragdon Trust
Interest(s) Taken: TE-201 (1,067 S.F.) (Temporary Construction Easement)
Property Address: 53 North Main Street, Natick, Massachusetts
Mailing Address: 53 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 58542, Page 186 of the Middlesex South Registry of Deeds

Owner: Nir Gabriel and Rae A.A. Blumenthal a/k/a Rae Ann Blumenthal
Interest(s) Taken: TE-202 (369 S.F.) (Temporary Construction Easement)
Property Address: 52 North Main Street, Natick, Massachusetts
Mailing Address: 23 Center Street, Watertown, Massachusetts 02472
Title Reference: Book 31381, Page 153 of the Middlesex South Registry of Deeds

Owner: Catherine Thistle
Interest(s) Taken: TE-203 (894 S.F.) (Temporary Construction Easement)
Property Address: 51 North Main Street, Natick, Massachusetts
Mailing Address: 51 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 68646, Page 169 of the Middlesex South Registry of Deeds

Owner: 49 North Main Street Condominium Trust
Interest(s) Taken: TE-204 (1.202 S.F.) (Temporary Construction Easement)
Property Address: 49 North Main Street, Natick, Massachusetts
Mailing Address: 49 North Main Street Realty Trust, c/o Svetlana Shnayder, 49 North Main Street Unit A, Natick, Massachusetts 01760
Title Reference: Book 66252, Page 207 of the Middlesex South Registry of Deeds

Owner: Nicolasa Li Donni and Clara Maria Li Donni
Interest(s) Taken: TE-205 (255 S.F.) (Temporary Construction Easement)
Property Address: 50 North Main Street, Natick, Massachusetts
Mailing Address: 10 Jackson Court, Natick, Massachusetts 01760
Title Reference: Book 12614, Page 296 of the Middlesex South Registry of Deeds

Owner: Anindya Tapaswi and Pialy Tapaswi

Interest(s) Taken: TE-206 (160 S.F.) (Temporary Construction Easement)
Property Address: 48 North Main Street, Natick, Massachusetts
Mailing Address: 48 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 54490, Page 433 of the Middlesex South Registry of Deeds

Owner: Robert M. Moulton and Jean M. Moulton
Interest(s) Taken: TE-207 (1,782 S.F.) (Temporary Construction Easement)
Property Address: 45 North Main Street, Natick, Massachusetts
Mailing Address: 45 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 21460, Page 185 of the Middlesex South Registry of Deeds

Owner: Margaret A. Tierney and Thomas J. Mulhern, Trustees of Margaret A. Tierney Revocable Trust
Interest(s) Taken: TE-208 (277 S.F.) (Temporary Construction Easement)
Property Address: 46 North Main Street, Natick, Massachusetts
Mailing Address: 18 Lasalle Road, Needham, Massachusetts 02492
Title Reference: Book 1525, Page 98 of the Middlesex South District of the Land Court (Certificate of Title 267488)

Owner: 43 North Main Street LLC
Interest(s) Taken: TE-209 (1,643 S.F.) (Temporary Construction Easement)
Property Address: 43 North Main Street, Natick, Massachusetts
Mailing Address: 3 Meadow Pond Lane, Natick, Massachusetts 01760
Title Reference: Book 38409, Page 132 of the Middlesex South Registry of Deeds

Owner: Kenneth B. Phillips, Sr. and Kim E. Phillips-Beeching, Trustees of Phillips Family Nominee Trust
Interest(s) Taken: TE-210 (1,867 S.F.) (Temporary Construction Easement)
Property Address: 39 North Main Street, Natick, Massachusetts
Mailing Address: 12 Walnut Street #21, Natick, Massachusetts 01760
Title Reference: Book 48186, Page 272 of the Middlesex South Registry of Deeds

Owner: Willow Place Condominium Trust
Interest(s) Taken: TE-211 (212 S.F.) (Temporary Construction Easement)
Property Address: 40 North Main Street, Natick, Massachusetts
Mailing Address: Willow Place Condominium Trust, c/o Miland Shandhag, 40 North Main Street #4, Natick Massachusetts 01760
Title Reference: Book 34318, Page 232 of the Middlesex South Registry of Deeds (Master Deed); Book 34318, Page 253 of the Middlesex South Registry of Deeds (Declaration of Trust)

Owner: David G. Seeley and Kathleen Leone Seeley
Interest(s) Taken: TE-215 (329 S.F.) (Temporary Construction Easement)
Property Address: 33 North Main Street, Natick, Massachusetts
Mailing Address: 33 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 63748, Page 583 of the Middlesex South Registry of Deeds

Owner: Michael R. Bradley, Trustee of the 30 North Main Street Trust

Interest(s) Taken: TE-216 (455 S.F.) (Temporary Construction Easement)
Property Address: 30 North Main Street, Natick, Massachusetts
Mailing Address: 708 El Dorado Drive, Venice, FL 34285
Title Reference: Book 20119, Page 52 of the Middlesex South Registry of Deeds

Owner: Derek H. Warnick and Shikha G. Warnick
Interest(s) Taken: TE-217 (157 S.F.) (Temporary Construction Easement)
Property Address: 31½ North Main Street, Natick, Massachusetts
Mailing Address: 2 Yuba Place, Natick, Massachusetts 01760
Title Reference: Book 65469, Page 252 of the Middlesex South Registry of Deeds

Owner: Ronald L. Taddeo and Arthur C. Taddeo
Interest(s) Taken: TE-218 (1,402 S.F.) (Temporary Construction Easement)
Property Address: 31 North Main Street, Natick, Massachusetts
Mailing Address: 31 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 36886, Page 186 of the Middlesex South Registry of Deeds

Owner: Go Big Or Go Home LLC

Interest(s) Taken: TE-220 (166 S.F.) (Temporary Construction Easement)
Property Address: 26 North Main Street, Natick, Massachusetts
Mailing Address: 83 Speen Street, Natick, Massachusetts 01760
Title Reference: Book 71228, Page 33 of the Middlesex South Registry of Deeds

Owner: Erich H. Amrhein
Interest(s) Taken: TE-221 (1,952 S.F.) (Temporary Construction Easement)
Property Address: 27 North Main Street, Natick, Massachusetts
Mailing Address: P.O. Box A, Natick, Massachusetts 01760
Title Reference: Book 36336, Page 186 of the Middlesex South Registry of Deeds

Owner: Stone's Auto Service, Inc.
Interest(s) Taken: TE-223 (873 S.F.) (Temporary Construction Easement)
Property Address: 18 North Main Street, Natick, Massachusetts
Mailing Address: 20 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 43949, Page 347 of the Middlesex South Registry of Deeds

Owner: Anthony M. Fiorenzi and Alison J. Fiorenzi, Trustees of the Fiorenzi Family Trust
Interest(s) Taken: TE-224 (1,713 S.F.) (Temporary Construction Easement)
Property Address: 23 North Main Street, Natick, Massachusetts
Mailing Address: 43 Lorraine Drive, Ashland, Massachusetts 01721
Title Reference: Book 58585, Page 145 of the Middlesex South Registry of Deeds

Owner: Sevag V. Birindjian
Interest(s) Taken: TE-225 (806 S.F.) (Temporary Construction Easement)
Property Address: 21 North Main Street, Natick, Massachusetts

Mailing Address: 21 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 31021, Page 566 of the Middlesex South Registry of Deeds

Owner: David S. Carter
Interest(s) Taken: TE-226 (588 S.F.) (Temporary Construction Easement)
Property Address: 17 North Main Street, Natick, Massachusetts
Mailing Address: 63 Nason Hill Road, Sherborn, Massachusetts 01770
Title Reference: Book 17372, Page 75 of the Middlesex South Registry of Deeds

Owner: Thomas E. Forance and Karen S. Forance, Trustees of the MTSF Trust
Interest(s) Taken: TE-227 (234 S.F.) (Temporary Construction Easement)
Property Address: 11 North Main Street, Natick, Massachusetts
Mailing Address: 257 Eliot Street, Natick, Massachusetts 01760
Title Reference: Book 45603, Page 478 of the Middlesex South Registry of Deeds

Owner: Church of Christ
Interest(s) Taken: TE-230 (4,743 S.F.) (Temporary Construction Easement) and TE-230B (65 S.F.) (Temporary Construction Easement)
Property Address: 322 North Main Street, Natick, Massachusetts
Mailing Address: 324 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 882, Page 100 of the Middlesex South District of the Land Court (Certificate of Title 150450); Book 11649, Page 289 of the Middlesex South Registry of Deeds; Book 13092, Page 506 of the Middlesex South Registry of Deeds

Owner: Mark M. Woodbury
Interest(s) Taken: TE-231 (66 S.F.) (Temporary Construction Easement) and TE-231B (22 S.F.) (Temporary Construction Easement)
Property Address: 307 North Main Street, Natick, Massachusetts
Mailing Address: 307 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 42135, Page 422 of the Middlesex South Registry of Deeds

Owner: Xiaoyan Yin and Yaxin Wang
Interest(s) Taken: TE-232 (875 S.F.) (Temporary Construction Easement)
Property Address: 25 North Main Street, Natick, Massachusetts
Mailing Address: 25 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 71098, Page 18 of the Middlesex South Registry of Deeds

Owner: Dean Residences Condominium Trust
Interest(s) Taken: TE-233 (568 S.F.) (Temporary Construction Easement)
Property Address: 58 North Main Street, Natick, Massachusetts
Mailing Address: Dean Residences Condominium Trust, c/o Roger Sundin, 58 North Main Street Unit 305, Natick, Massachusetts 01760
Title Reference: Book LC34, Page 21 of the Middlesex South District of the Land Court (Certificate of Title C741; Document 1413194)

Owner: 44 North Main Street Condominium Trust
Interest(s) Taken: TE-235 (40 S.F.) (Temporary Construction Easement)
Property Address: 44 North Main Street, Natick, Massachusetts
Mailing Address: 44 North Main Street Condominium Trust, C/O Theodore Green, 44 North Main Street Unit 2, Natick, Massachusetts 01760
Title Reference: Book 35315, Page 414 of the Middlesex South Registry of Deeds (Master Deed); Book 35315, Page 427 of the Middlesex South Registry of Deeds (Declaration of Trust)

Owner: Willow Corner Town Homes Condominium Trust
Interest(s) Taken: TE-236 (136 S.F.) (Temporary Construction Easement)
Property Address: 36 North Main Street, Natick, Massachusetts
Mailing Address: Willow Corner Town Homes Condominium Trust, C/O Mathew Grenier, 36 North Main Street Unit 6, Natick, Massachusetts 01760
Title Reference: Book 39714, Page 21 of the Middlesex South Registry of Deeds (Master Deed); Book 39714, Page 41 of the Middlesex South Registry of Deeds (Declaration of Trust)

Exhibit B

Damages Awards

Owner: Sylvester Michael Moore and Gretchen Shae Moore

Interest(s) Taken: 1-T (4 S.F.) (Roadway Fee Taking) and TE-4 (364 S.F.) (Temporary Construction Easement)

Property Address: 346 North Main Street, Natick, Massachusetts

Mailing Address: 346 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 47043, Page 382 of the Middlesex South Registry of Deeds

Damages Award: \$5,200.00

Owner: Chrislin Village Condominium Trust

Interest(s) Taken: SW-1 (37 S.F.) (Sidewalk Easement); TE-10 (519 S.F.) (Temporary Construction Easement); TE-12 (141 S.F.) (Temporary Construction Easement) and TE-234 (1,169 S.F.) (Temporary Construction Easement)

Property Address: 1-7 Chrislin Way, Natick, Massachusetts

Mailing Address: Chrislin Village Condominium Trust, Board of Trustees, 2 Chrislin Way, Natick Massachusetts 01760

Title Reference: Book 39731, Page 65 of the Middlesex South Registry of Deeds (Master Deed); Book 39731, Page 80 of the Middlesex South Registry of Deeds (Declaration of Trust)

Damages Award: \$4,700.00

Owner: Wallace L. Rendell and Florence L. Rendell

Interest(s) Taken: SW-26 (13 S.F.) (Sidewalk Easement) and TE-17 (98 S.F.) (Temporary Construction Easement)

Property Address: 334 North Main Street, Natick, Massachusetts

Mailing Address: 115 Cochituate Road, Framingham, Massachusetts 01701

Title Reference: Book 7481, Page 540 of the Middlesex South Registry of Deeds

Damages Award: \$100.00

Owner: Julian J. Munnich

Interest(s) Taken: HW-3A (542 S.F.) (Roadway/Sidewalk Easement); PUE-18A (71 S.F.) (Utility Pole and Guy Wire Easement) and TE-25A (137 S.F.) (Temporary Construction Easement)

Property Address: 328 North Main Street, Natick, Massachusetts

Mailing Address: 310 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 33088, Page 289 of the Middlesex South Registry of Deeds

Damages Award: \$1,000.00

Owner: Elizabeth M. Porter

Interest(s) Taken: HW-8 (1,816 S.F.) (Roadway/Sidewalk Easement) and TE-26 (8,173 S.F.) (Temporary Construction Easement)

Property Address: 327 North Main Street, Natick, Massachusetts

Mailing Address: 293 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 24689, Page 479 of the Middlesex South Registry of Deeds

Damages Award: \$129,600.00

Owner: Church of Christ

Interest(s) Taken: HW-4 (169 S.F.) (Roadway/Sidewalk Easement); PUE-1 (597 S.F.) (Aerial Easement for Pole Relocation and Grading) and TE-27 (2,795 S.F.) (Temporary Construction Easement)

Property Address: 324 North Main Street, Natick, Massachusetts

Mailing Address: 324 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 11649, Page 289 and Book 13092, Page 506 of the Middlesex South Registry of Deeds; Book 882, Page 100 of the Middlesex South District of the Land Court (Certificate of Title 150450)

Damages Award: \$15,800.00

Owner: Church of Christ

Interest(s) Taken: PUE-2 (22 S.F.) (Aerial Easement for Pole Relocation and Grading) and TE-28 (6,440 S.F.) (Temporary Construction Easement)

Property Address: 322½ North Main Street, Natick, Massachusetts

Mailing Address: 324 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 13092, Page 506 of the Middlesex South Registry of Deed; Book 882, Page 100 of the Middlesex South District of the Land Court (Certificate of Title 150450)

Damages Award: See 324 North Main Street

Owner: David F. Porter and Elizabeth M. Porter

Interest(s) Taken: HW-9 (302 S.F.) (Roadway/Sidewalk Easement) and TE-29 (573 S.F.) (Temporary Construction Easement)

Property Address: 325 North Main Street, Natick, Massachusetts

Mailing Address: 293 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 10551, Page 395 of the Middlesex South Registry of Deeds

Damages Award: \$12,500.00

Owner: John F. Regan, Jr., Trustee of the John F. Regan Family Trust

Interest(s) Taken: SW-4 (65 S.F.) (Sidewalk Easement) and TE-78 (652 S.F.) (Temporary Construction Easement)

Property Address: 269 North Main Street, Natick, Massachusetts

Mailing Address: P.O. Box 5003, Wayland, Massachusetts 01778

Title Reference: Book 64955, Page 203 of the Middlesex South Registry of Deeds

Damages Award: \$4,000.00

Owner: Joseph A. Pirrone

Interest(s) Taken: 2-T (591 S.F.) (Roadway Fee Taking); E-1 (49 S.F.) (Signal Mast Arm Easement); PUE-19 (38 S.F.) (Utility Pole and Guy Wire Easement); PUE-20 (142 S.F.) (Utility Pole Overhead Wires Easement) and TE-79 (474 S.F.) (Temporary Construction Easement)

Property Address: 268 North Main Street, Natick, Massachusetts

Mailing Address: 268 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 57372, Page 337 of the Middlesex South Registry of Deeds

Damages Award: \$30,400.00

Owner: Michael W. Burke and Patricia L. Burke
Interest(s) Taken: E-8 (267 S.F.) (Easement for Sidewalk and Traffic Signals and Controls) and TE-80 (538 S.F.) (Temporary Construction Easement)
Property Address: 1 East Evergreen Road, Natick, Massachusetts
Mailing Address: 1 East Evergreen Road, Natick, Massachusetts 01760
Title Reference: Book 16514, Page 162 of the Middlesex South Registry of Deeds
Damages Award: \$7,100.00

Owner: S&Z Properties, LLC
Interest(s) Taken: 4-T (539 S.F.) (Roadway Fee Taking) and TE-81 (406 S.F.) (Temporary Construction Easement)
Property Address: 2 Evergreen Road, Natick, Massachusetts
Mailing Address: 264 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 49614, Page 589 of the Middlesex South Registry of Deeds
Damages Award: \$26,900.00

Owner: Nhut M. Tran and Stephanie Nguyen
Interest(s) Taken: SW-5 (513 S.F.) (Sidewalk Easement); D-1 (1,367 S.F.) (Pipe, Stone Check Dam New Outfall Easement); PUE-21 (35 S.F.) (Utility Pole and Guy Wire Easement) and TE-99 (474 S.F.) (Temporary Construction Easement)
Property Address: 2 Running Brook Circle, Natick, Massachusetts
Mailing Address: 2 Running Brook Circle, Natick, Massachusetts 01760
Title Reference: Book 1285, Page 130 of the Middlesex South Registry of Deeds
Damages Award: \$34,900.00

Owner: 229 Main Street Limited Partnership
Interest(s) Taken: 5-T (109 S.F.) (Roadway Fee Taking) and TE-100 (700 S.F.) (Temporary Construction Easement)
Property Address: 231 North Main Street, Natick, Massachusetts
Mailing Address: 6 Old Lantern Circle, Paxton, Massachusetts, 01612
Title Reference: Book 24516, Page 147 of the Middlesex South Registry of Deeds
Damages Award: \$9,400.00

Owner: 225 North Main Street Realty, LLC
Interest(s) Taken: SW-44 (245 S.F.) (Sidewalk Easement) and TE-103 (573 S.F.) (Temporary Construction Easement)
Property Address: 225 North Main Street, Natick, Massachusetts
Mailing Address: P.O. Box 2019, Natick, Massachusetts 01760
Title Reference: Book 56074, Page 230 of the Middlesex South Registry of Deeds
Damages Award: \$11,100.00

Owner: Brown Business Services, LLC
Interest(s) Taken: SW-32 (414 S.F.) (Sidewalk Easement) and TE-106 (1,563 S.F.) (Temporary Construction Easement)
Property Address: 222 North Main Street, Natick, Massachusetts

Mailing Address: Brown Business Services LLC, C/O Summit Properties, P.O. Box 541484,
Waltham, Massachusetts 02454
Title Reference: Book 64575, Page 313 of the Middlesex South Registry of Deeds
Damages Award: \$23,700.00

Owner: Anthony A. Franchi, Sr., Trustee of the University Office Building Trust
Interest(s) Taken: PUE-24 (212 S.F.) (Aerial Easement for Pole Relocation and Grading) and
TE-113 (245 S.F.) (Temporary Construction Easement)
Property Address: 186 North Main Street, Natick, Massachusetts
Mailing Address: 190 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 15544, Page 253 of the Middlesex South Registry of Deeds; Book 982,
Page 165 of the Middlesex South District of the Land Court (Certificate of Title 170515)
Damages Award: \$7,400.00

Owner: Peter Prunty
Interest(s) Taken: PUE-4 (330 S.F.) (Aerial Easement for Pole Relocation and Grading) and TE-
115 (130 S.F.) (Temporary Construction Easement)
Property Address: 184 North Main Street, Natick, Massachusetts
Mailing Address: 184 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 25923, Page 127 of the Middlesex South Registry of Deeds; Book 25994,
Page 127 of the Middlesex South Registry of Deeds
Damages Award: \$13,300.00

Owner: Pleasant Properties Condominium Trust
Interest(s) Taken: SW-9 (50 S.F.) (Sidewalk Easement); PUE-3 (28 S.F.) (Aerial Easement and
Guy Wire) and TE-116 (282 S.F.) (Temporary Construction Easement)
Property Address: 2-4 North Pleasant Street, Natick, Massachusetts
Mailing Address: Pleasant Properties Condominium Trust, C/O Delli Colli Realty LLC, 264
North Main Street, Natick, Massachusetts 01760
Title Reference: Book 52002, Page 483 of the Middlesex South Registry of Deeds (Master
Deed); Book 52002, Page 503 of the Middlesex South Registry of Deeds (Declaration of Trust)
Damages Award: See 171-173 North Main Street

Owner: Kevin Goldsmith and Carol L. Simard a/k/a Carol S. Goldsmith
Interest(s) Taken: SW-45 (125 S.F.) (Sidewalk Easement); PUE-5 (300 S.F.) (Aerial Easement
for Pole Relocation and Grading) and TE-117 (613 S.F.) (Temporary Construction Easement)
Property Address: 182 North Main Street, Natick, Massachusetts
Mailing Address: 182 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 23986, Page 494 of the Middlesex South Registry of Deeds
Damages Award: \$10,000.00

Owner: Richard S. Hudson and Karen L. Hudson
Interest(s) Taken: SW-33 (148 S.F.) (Sidewalk Easement) and TE-118 (329 S.F.) (Temporary
Construction Easement)
Property Address: 169 North Main Street, Natick, Massachusetts
Mailing Address: 169 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 17739, Page 493 of the Middlesex South Registry of Deeds

Damages Award: \$11,300.00

Owner: 176-180 North Main Street, LLC

Interest(s) Taken: SW-46 (219 S.F.) (Sidewalk Easement); PUE-6 (374 S.F.) (Aerial Easement for Pole Relocation and Grading) and TE-119 (536 S.F.) (Temporary Construction Easement)

Property Address: 176-180 North Main Street, Natick, Massachusetts

Mailing Address: 29 Wedgewood Drive, Hopkinton, Massachusetts 01748

Title Reference: Book 56390, Page 488 of the Middlesex South Registry of Deeds

Damages Award: \$20,900.00

Owner: William J. Vello and Donna M. Vello

Interest(s) Taken: SW-10 (215 S.W.) (Sidewalk Easement) and TE-120 (457 S.F.) (Temporary Construction Easement)

Property Address: 167 North Main Street, Natick, Massachusetts

Mailing Address: 141 Hawthorn Ave, Needham, Massachusetts 02492

Title Reference: Book 67877, Page 571 of the Middlesex South Registry of Deeds

Damages Award: \$16,000.00

Owner: Linear Retail WH #3 LLC

Interest(s) Taken: 9-T (791 S.F.) (Roadway/Sidewalk Fee Taking); SW-34 (99 S.F.) (Sidewalk Easement); PUE-7 (589 S.F.) (Aerial Easement for Pole Relocation and Grading); PUE-9 (48 S.F.) (Aerial Easement for Guy Wire) and TE-121 (1,198 S.F.) (Temporary Construction Easement)

Property Address: 172 North Main Street, Natick, Massachusetts

Mailing Address: 5 Burlington Woods Drive, Suite 107, Burlington, Massachusetts 01803

Title Reference: Book 48437, Page 72 of the Middlesex South Registry of Deeds

Damages Award: \$57,400.00

Owner: William G. George and Beverly J. George

Interest(s) Taken: SW-35 (76 S.F.) (Sidewalk Easement); E-7 (12 S.F.) (Easement for Signal Mast Arm) and TE-122 (699 S.F.) (Temporary Construction Easement)

Property Address: 165 North Main Street, Natick, Massachusetts

Mailing Address: 8 Linda Ave, Framingham, Massachusetts 01701

Title Reference: Book 28215, Page 9 of the Middlesex South Registry of Deeds

Damages Award: \$12,600.00

Owner: Kimon Sirafos a/k/a Kimon J. Sirafos

Interest(s) Taken: 11-T (838 S.F.) (Roadway/Sidewalk Fee Taking); E-2 (61 S.F.) (Easement for Signal Mast Arm); PUE-8 (253 S.F.) (Aerial Easement for Pole) and TE-124 (882 S.F.) (Temporary Construction Easement)

Property Address: 163 North Main Street, Natick, Massachusetts

Mailing Address: 81 Paolo Drive, East Falmouth, Massachusetts 02536

Title Reference: Book 66848, Page 338 of the Middlesex South Registry of Deeds

Damages Award: \$31,500.00

Owner: Peter Delli Colli and Susan I. Delli Colli, Trustees of the Bacon Street Realty Trust

Interest(s) Taken: SW-36 (28 S.F.) (Sidewalk Easement); PUE-10 (42 S.F.) (Utility Pole and Guy Wire Easement); PUE-25 (150 S.F.) (Aerial Easement for Pole Relocation and Grading); TE-125 (888 S.F.) (Temporary Construction Easement) and TE-229 (169 S.F.) (Temporary Construction Easement)

Property Address: 164 North Main Street, Natick, Massachusetts

Mailing Address: 164 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 973, Page 82 of the Middlesex South District of the Land Court (Certificate of Title 168632)

Damages Award: \$15,400.00

Owner: Barbara Canary, Devisee Under Will of Violetta Canary

Interest(s) Taken: SW-37 (105 S.F.) (Sidewalk Easement) and TE-129 (400 S.F.) (Temporary Construction Easement)

Property Address: 160 North Main Street, Natick, Massachusetts

Mailing Address: 160 North Main Street, Natick, Massachusetts 01760

Title Reference: Certificate of Title 160887 of the Middlesex South District of the Land Court (Middlesex Probate 18P2381)

Damages Award: \$3,800.00

Owner: Donald H. Warren

Interest(s) Taken: SW-38 (97 S.F.) (Sidewalk Easement) and TE-130 (300 S.F.) (Temporary Construction Easement)

Property Address: 158 North Main Street, Natick, Massachusetts

Mailing Address: 158 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 67158, Page 259 of the Middlesex South Registry of Deeds

Damages Award: \$15,600.00

Owner: Michael Montagna, Francis Montagna and Gina Montagna

Interest(s) Taken: SW-39 (3 S.F.) (Sidewalk Easement) and TE-131 (503 S.F.) (Temporary Construction Easement)

Property Address: 156 North Main Street, Natick, Massachusetts

Mailing Address: 156 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 37154, Page 277 of the Middlesex South Registry of Deeds

Damages Award: \$6,000.00

Owner: Thomas Mandino and Deborah A. Mael

Interest(s) Taken: SW-11 (14 S.F.) (Sidewalk Easement) and TE-155 (303 S.F.) (Temporary Construction Easement)

Property Address: 128 North Main Street, Natick, Massachusetts

Mailing Address: 128 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 1319, Page 125 of the Middlesex South District of the Land Court (Certificate of Title 236729)

Damages Award: \$3,200.00

Owner: Jason W. Miller and Gail A. Justino Miller

Interest(s) Taken: D-3 (2,265 S.F.) (Drainage Easement for Detention Basin); D-4 (4,851 S.F.) (Drainage Easement for Detention Basin) and TE-168 (329 S.F.) (Temporary Construction Easement)

Property Address: 112-116 North Main Street, Natick, Massachusetts

Mailing Address: 116 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 31221, Page 418 and Book 65324, Page 429 of the Middlesex South Registry of Deeds

Damages Award: \$11,500.00

Owner: Jeffrey W. Murray and Carol Murray

Interest(s) Taken: E-3 (8 S.F.) (Easement for Pedestrian Post); E-4 (64 S.F.) (Easement for Mast Arm) and TE-181 (903 S.W.) (Temporary Construction Easement)

Property Address: 97 North Main Street, Natick, Massachusetts

Mailing Address: 97 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 12458, Page 401 of the Middlesex South Registry of Deeds

Damages Award: \$10,400.00

Owner: Jeanne M. Ciocca a/k/a Jeanne F. Ciocca (Life Estate) and Daniel C. Ciocca

Interest(s) Taken: SW-16 (185 S.F.) (Sidewalk Easement); E-5 (64 S.F.) (Easement for Signal Mast Arm); E-6 (8 S.F.) (Easement for Pedestrian Post) and TE-182 (697 S.F.) (Temporary Construction Easement)

Property Address: 95 North Main Street, Natick, Massachusetts

Mailing Address: 95 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 66916, Page 191 of the Middlesex South Registry of Deeds

Damages Award: \$19,700.00

Owner: Eric M. Andersen and Jennifer D. Andersen

Interest(s) Taken: SW-48 (71 S.F.) (Sidewalk Easement) and TE-188 (315 S.F.) (Temporary Construction Easement)

Property Address: 1 Park Avenue, Natick, Massachusetts

Mailing Address: 1 Park Avenue, Natick, Massachusetts 01760

Title Reference: Book 1281, Page 81 of the Middlesex South District of the Land Court (Certificate of Title 230235)

Damages Award: \$4,600.00

Owner: Douglas G. Melanson and Jeanne M. Melanson

Interest(s) Taken: PUE-27 (61 S.F.) (Easement for Guy Wire) and TE-190 (806 S.F.) (Temporary Construction Easement)

Property Address: 85 North Main Street, Natick, Massachusetts

Mailing Address: 85 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 29009, Page 80 of the Middlesex South Registry of Deeds

Damages Award: \$7,400.00

Owner: David C. Rauh

Interest(s) Taken: D-5 (58 S.F.) (Drainage Easement for Existing Outfall Pipe) and TE-192 (285 S.F.) (Temporary Construction Easement)

Property Address: 2 Grove Street, Natick, Massachusetts

Mailing Address: 2 Grove Street, Natick, Massachusetts 01760
Title Reference: Book 45297, Page 411 of the Middlesex South Registry of Deeds
Damages Award: \$4,400.00

Owner: Marc MacIntosh and Erin MacIntosh
Interest(s) Taken: SW-43 (33 S.F.) (Sidewalk Easement) and TE-193 (96 S.F.) (Temporary Construction Easement)
Property Address: 4 Grove Street, Natick, Massachusetts
Mailing Address: 4 Grove Street, Natick, Massachusetts 01760
Title Reference: Book 66371, Page 424 of the Middlesex South Registry of Deeds
Damages Award: \$1,800.00

Owner: Patrick V. MacDonnell and Angela MacDonnell
Interest(s) Taken: 18-T (320 S.F.) (Roadway Fee Taking); PUE-28 (78 S.F.) (Easement for Guy Wire) and TE-194 (333 S.F.) (Temporary Construction Easement)
Property Address: 5 Grove Street, Natick, Massachusetts
Mailing Address: 5 Grove Street, Natick, Massachusetts 01760
Title Reference: Book 49169, Page 75 of the Middlesex South Registry of Deeds
Damages Award: \$8,500.00

Owner: Alicia Burke
Interest(s) Taken: 19-T (134 S.F.) (Roadway Fee Taking); PUE-29 (33 S.F.) (Easement for Guy Wire) and TE-198 (820 S.F.) (Temporary Construction Easement)
Property Address: 8 Charles Street, Natick, Massachusetts
Mailing Address: 8 Charles Street, Natick, Massachusetts 01760
Title Reference: Book 21425, Page 104 of the Middlesex South Registry of Deeds; Book 65295, Page 397 of the Middlesex South Registry of Deeds
\$4,600.00

Owner: Christopher L. Green a/k/a Christopher Laurence Green, Margaret L. Hunt a/k/a Margaret Lys Hunt and Joseph F. Hunt III
Interest(s) Taken: SW-17 (44 S.F.) (Sidewalk Easement) and TE-212 (570 S.F.) (Temporary Construction Easement)
Property Address: 9 Willow Street, Natick, Massachusetts
Mailing Address: 9 Willow Street, Natick, Massachusetts 01760
Title Reference: Book 62108, Page 125 of the Middlesex South Registry of Deeds
Damages Award: \$3,700.00

Owner: Willow Lane Condominium Trust
Interest(s) Taken: SW-18 (16 S.F.) (Sidewalk Easement) and TE-213 (222 S.F.) (Temporary Construction Easement)
Property Address: 16 Willow Street, Natick, Massachusetts
Mailing Address: 16 Willow Street, Natick, Massachusetts 01760
Title Reference: Book 34096, Page 383 of the Middlesex South Registry of Deeds (Master Deed); Book 34096, Page 400 (Declaration of Trust)
Damages Award: \$3,300.00

Owner: Bhargav J. Shah and Darshana Shah
Interest(s) Taken: SW-20 (23 S.F.) (Sidewalk Easement) and TE-222 (356 S.F.) (Temporary Construction Easement)
Property Address: 24 North Main Street, Natick, Massachusetts
Mailing Address: 24 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 43769, Page 12 of the Middlesex South Registry of Deeds
Damages Award: \$6,900.00

Owner: MCREF Natick Development, LLC
Interest(s) Taken: SW-41 (467 S.F.) (Sidewalk Easement); PUE-15 (920 S.F.) (Aerial Easement for Pole Relocation and Grading) and TE-183 (1,996 S.F.) (Temporary Construction Easement)
Property Address: 80, 82 & 84 North Main Street, Natick, Massachusetts
Mailing Address: MCREF Natick Development LLC, C/O Ryan LLC, One International Place, 100 Oliver Street 18th Floor, Boston, Massachusetts 02110
Title Reference: Book 63102, Page 143 of the Middlesex South Registry of Deeds
Damages Award: \$53,100.00

Owner: Anna Karasis, Trustee of the DPK Realty Trust
Interest(s) Taken: SW-22 (11 S.F.) (Sidewalk Easement) and TE-228 (491 S.F.) (Temporary Construction Easement)
Property Address: 6 North Main Street, Natick, Massachusetts
Mailing Address: 34 Magnolia Street, Framingham, Massachusetts 01701
Title Reference: Book 1110, Page 20 of the Middlesex South District of the Land Court (Certificate of Title 195970)
Damages Award: \$4,900.00

Owner: NMFV, LLC
Interest(s) Taken: PUE-30 (19 S.F.) (Easement for Pole Location and Aerial Trespass)
Property Address: 5 Pine Street, Natick, Massachusetts
Mailing Address: 1 Melody Way, Natick, Massachusetts 01760
Title Reference: Book 69219, Page 375 of the Middlesex South Registry of Deeds
Damages Award: \$500.00

Owner: Anthony P. Daly and Ellen Lakey a/k/a Ellen F. Daly
Interest(s) Taken: TE-1 (331 S.F.) (Temporary Construction Easement)
Property Address: 347 North Main Street, Natick, Massachusetts
Mailing Address: 347 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 37708, Page 429 of the Middlesex South Registry of Deeds
Damages Award: \$1,700.00

Owner: Christopher Gagnon and Andrea Gagnon
Interest(s) Taken: TE-3 (437 S.F.) (Temporary Construction Easement)
Property Address: 345 North Main Street, Natick, Massachusetts
Mailing Address: 345 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 1280, Page 47 of the Middlesex South District of the Land Court (Certificate of Title 229997)
Damages Award: \$2,700.00

Owner: James David Glick and Sairah Ghazali Glick
Interest(s) Taken: TE-5 (86 S.F.) (Temporary Construction Easement)
Property Address: 345½ North Main Street, Natick, Massachusetts
Mailing Address: 345 ½ North Main Street, Natick, Massachusetts 01760
Title Reference: Book 1112, Page 103 of the Middlesex South District of the Land Court
(Certificate of Title 196453)
Damages Award: \$300.00

Owner: Scott M. Andersen and Joanne Andersen
Interest(s) Taken: TE-7 (120 S.F.) (Temporary Construction Easement)
Property Address: 2 Oak Knoll Road, Natick, Massachusetts
Mailing Address: 2 Oak Knoll Road, Natick, Massachusetts 01760
Title Reference: Book 24580, Page 111 of the Middlesex South Registry of Deeds
Damages Award: \$1,100.00

Owner: Richard D. Wright and Aretha M. Wright
Interest(s) Taken: TE-8 (325 S.F.) (Temporary Construction Easement)
Property Address: 341 North Main Street, Natick, Massachusetts
Mailing Address: 341 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 16775, Page 332 of the Middlesex South Registry of Deeds; Book 1009,
Page 118 of the Middlesex South District of the Land Court (Certificate of Title 175868)
Damages Award: \$1,200.00

Owner: Andrew Koncz, Trustee of the Koncz Realty Trust
Interest(s) Taken: TE-9 (133 S.F.) (Temporary Construction Easement)
Property Address: 342 North Main Street, Natick, Massachusetts
Mailing Address: 342 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 71531, Page 81 of the Middlesex South Registry of Deeds
Damages Award: \$1,200.00

Owner: Charles A. Mazokopos and Megan D. Mazokopos
Interest(s) Taken: TE-13 (472 S.F.) (Temporary Construction Easement)
Property Address: 338 North Main Street, Natick, Massachusetts
Mailing Address: 338 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 34799, Page 210 of the Middlesex South Registry of Deeds
Damages Award: \$5,600.00

Owner: Curtis B. Williams and Monica Z. Williams
Interest(s) Taken: TE-14 (197 S.F.) (Temporary Construction Easement)
Property Address: 336 North Main Street, Natick, Massachusetts
Mailing Address: 336 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 67851, Page 334 of the Middlesex South Registry of Deeds
Damages Award: \$1,600.00

Owner: Mary-Marie Billings and Christine Louise Billings
Interest(s) Taken: TE-15 (30 S.F.) (Temporary Construction Easement)

Property Address: 2 Evans Drive, Natick, Massachusetts
Mailing Address: 2 Evans Drive, Natick, Massachusetts 01760
Title Reference: Book 1529, Page 17 of the Middlesex South District of the Land Court
(Certificate of Title 267999)
Damages Award: \$300.00

Owner: Jerome M. Tuck and Arlene S. Tuck, Trustees of the 319 North Main Street Realty Trust
Interest(s) Taken: TE-30 (448 S.F.) (Temporary Construction Easement)
Property Address: 319 North Main Street, Natick, Massachusetts
Mailing Address: 785 Crandon Blvd. #1803, Key Biscayne, FL 33149
Title Reference: Book 38802, Page 181 of the Middlesex South Registry of Deeds
Damages Award: \$3,700.00

Owner: Meadowlark Realty, LLC
Interest(s) Taken: TE-31 (509 S.F.) (Temporary Construction Easement)
Property Address: 317 North Main Street, Natick, Massachusetts
Mailing Address: 317 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 52979, Page 420 of the Middlesex South Registry of Deeds
Damages Award: \$4,300.00

Owner: Samer Aleid
Interest(s) Taken: TE-32 (415 S.F.) (Temporary Construction Easement)
Property Address: 318 North Main Street, Natick, Massachusetts
Mailing Address: 318 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 1242, Page 10 of the Middlesex South District of the Land Court
(Certificate of Title 222360)
Damages Award: \$3,500.00

Owner: J. Ellis Coleman
Interest(s) Taken: TE-34 (32 S.F.) (Temporary Construction Easement)
Property Address: 0 North Main Street, Natick, Massachusetts
Mailing Address: 313 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 21767, Page 62 of the Middlesex South Registry of Deeds
Damages Award: \$1,000.00

Owner: J. Ellis Coleman
Interest(s) Taken: TE-35 (160 S.F.) (Temporary Construction Easement)
Property Address: 313 North Main Street, Natick, Massachusetts
Mailing Address: 313 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 21767, Page 62 of the Middlesex South Registry of Deeds
Damages Award: See 0 North Main Street

Owner: Patrick A.M. Porter and Jill H. Porter
Interest(s) Taken: TE-36 (492 S.F.) (Temporary Construction Easement)
Property Address: 314 North Main Street, Natick, Massachusetts
Mailing Address: 314 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 1088, Page 37 of the Middlesex South District of the Land Court
(Certificate of Title 191587)
Damages Award: \$2,000.00

Owner: Brian Carroll and Cheryl Carroll
Interest(s) Taken: TE-37 (95 S.F.) (Temporary Construction Easement) and TE-38 (85 S.F.)
(Temporary Construction Easement)
Property Address: 312 North Main Street, Natick, Massachusetts
Mailing Address: 312 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 43807, Page 466 of the Middlesex South Registry of Deeds
Damages Award: \$1,600.00

Owner: Danielle Brown, Frank J. Chiaino and Maureen R. Chiaino
Interest(s) Taken: TE-39 (74 S.F.) (Temporary Construction Easement)
Property Address: 311 North Main Street, Natick, Massachusetts
Mailing Address: 311 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 71329, Page 526 of the Middlesex South Registry of Deeds
Damages Award: \$300.00

Owner: Jeffrey F. Seeckts
Interest(s) Taken: TE-40 (418 S.F.) (Temporary Construction Easement)
Property Address: 309 North Main Street, Natick, Massachusetts
Mailing Address: 309 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 12693, Page 267 of the Middlesex South Registry of Deeds
Damages Award: \$2,100.00

Owner: Julian Munnich
Interest(s) Taken: TE-41 (205 S.F.) (Temporary Construction Easement)
Property Address: 310 North Main Street, Natick, Massachusetts
Mailing Address: 310 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 48344, Page 569 of the Middlesex South Registry of Deeds
Damages Award: \$900.00

Owner: Denise C. Rizzo a/k/a Denise C. Rizzo
Interest(s) Taken: TE-42 (453 S.F.) (Temporary Construction Easement)
Property Address: 308 North Main Street, Natick, Massachusetts
Mailing Address: 308 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 39609, Page 270 of the Middlesex South Registry of Deeds
Damages Award: \$5,500.00

Owner: High End Homes, LLC
Interest(s) Taken: TE-43 (125 S.F.) (Temporary Construction Easement)
Property Address: 308 North Main Street, Natick, Massachusetts
Mailing Address: 36 Harwood Road, Natick, Massachusetts 01760
Title Reference: Book 70879, Page 401 of the Middlesex South Registry of Deeds
Damages Award: \$600.00

Owner: Mark Porter and Anne Porter
Interest(s) Taken: TE-44 (160 S.F.) (Temporary Construction Easement)
Property Address: 306R North Main Street, Natick, Massachusetts
Mailing Address: P.O. Box 2215, Natick, Massachusetts 01760
Title Reference: Book 25425, Page 349 of the Middlesex South Registry of Deeds
Damages Award: \$300.00

Owner: Raymond G. Germain and Joyce C. Germain, Trustees of the Germain Family Trust
Interest(s) Taken: TE-45 (254 S.F.) (Temporary Construction Easement)
Property Address: 303 North Main Street, Natick, Massachusetts
Mailing Address: 303 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 70001, Page 180 of the Middlesex South Registry of Deeds
Damages Award: \$1,200.00

Owner: John F. Rowley, Sr. and Maureen E. Rowley
Interest(s) Taken: TE-46 (318 S.F.) (Temporary Construction Easement)
Property Address: 306 North Main Street, Natick, Massachusetts
Mailing Address: 23 Whittier Road, Needham, Massachusetts 02492
Title Reference: Book 64660, Page 72 of the Middlesex South Registry of Deeds
Damages Award: \$4,400.00

Owner: James M. Horne and Verma Horne, Trustees of the Horne Family Realty Trust
Interest(s) Taken: TE-47 (505 S.F.) (Temporary Construction Easement)
Property Address: 301 North Main Street, Natick, Massachusetts
Mailing Address: 221 Pond Street, Natick, Massachusetts 01760
Title Reference: Book 54290, Page 404 of the Middlesex South Registry of Deeds
Damages Award: \$6,300.00

Owner: Samuel I. Ihemdi
Interest(s) Taken: TE-48 (215 S.F.) (Temporary Construction Easement)
Property Address: 304 North Main Street, Natick, Massachusetts
Mailing Address: 304 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 23646, Page 354 of the Middlesex South Registry of Deeds
Damages Award: \$1,000.00

Owner: Harry J. McCall, Jr. and Dorothy M. Brown-McCall
Interest(s) Taken: TE-49 (324 S.F.) (Temporary Construction Easement)
Property Address: 302 North Main Street, Natick, Massachusetts
Mailing Address: 302 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 45282, Page 198 of the Middlesex South Registry of Deeds
Damages Award: \$1,500.00

Owner: Minh Nguyen a/k/a Minh K. Nguyen
Interest(s) Taken: TE-50 (186 S.F.) (Temporary Construction Easement)
Property Address: 299 North Main Street, Natick, Massachusetts
Mailing Address: 299 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 47023, Page 23 of the Middlesex South Registry of Deeds

Damages Award: \$1,700.00

Owner: Jeffrey P. Everett and Robert S. Frada

Interest(s) Taken: TE-51 (323 S.F.) (Temporary Construction Easement)

Property Address: 300 North Main Street, Natick, Massachusetts

Mailing Address: 300 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 30238, Page 136 of the Middlesex South Registry of Deeds

Damages Award: \$1,900.00

Owner: Glen Doucette

Interest(s) Taken: TE-52 (273 S.F.) (Temporary Construction Easement)

Property Address: 297 North Main Street, Natick, Massachusetts

Mailing Address: 297 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 45221, Page 246 of the Middlesex South Registry of Deeds

Damages Award: \$2,500.00

Owner: Mark Porter and Anne Porter

Interest(s) Taken: TE-53 (127 S.F.) (Temporary Construction Easement)

Property Address: 298½ North Main Street, Natick, Massachusetts

Mailing Address: P.O. Box 2215, Natick, Massachusetts 01760

Title Reference: Book 25425, Page 349 of the Middlesex South Registry of Deeds

Damages Award: See 306R North Main Street

Owner: Ernest J. Beasley

Interest(s) Taken: TE-54 (247 S.F.) (Temporary Construction Easement)

Property Address: 295 North Main Street, Natick, Massachusetts

Mailing Address: 295 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 1469, Page 92 of the Middlesex South District of the Land Court
(Certificate of Title 259057)

Damages Award: \$2,300.00

Owner: Elizabeth M. Porter

Interest(s) Taken: TE-56 (560 S.F.) (Temporary Construction Easement)

Property Address: 293 North Main Street, Natick, Massachusetts

Mailing Address: 293 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 24689, Page 479 of the Middlesex South Registry of Deeds

Damages Award: \$1,200.00

Owner: Pookies Park, LLC

Interest(s) Taken: TE-57 (419 S.F.) (Temporary Construction Easement)

Property Address: 296 North Main Street, Natick, Massachusetts

Mailing Address: 296 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 66894, Page 357 of the Middlesex South Registry of Deeds

Damages Award: \$400.00

Owner: Todd Bellomy and Amy R. Braitsch

Interest(s) Taken: TE-58 (243 S.F.) (Temporary Construction Easement)

Property Address: 291 North Main Street, Natick, Massachusetts
Mailing Address: 291 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 52892, Page 578 of the Middlesex South Registry of Deeds
Damages Award: \$1,100.00

Owner: John J. Lobach, Jr.
Interest(s) Taken: TE-59 (379 S.F.) (Temporary Construction Easement)
Property Address: 292 North Main Street, Natick, Massachusetts
Mailing Address: 292 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 27110, Page 539 of the Middlesex South Registry of Deeds
Damages Award: \$4,000.00

Owner: M. Kathleen Seiders and Lynn V. Randall
Interest(s) Taken: TE-60 (216 S.F.) (Temporary Construction Easement)
Property Address: 289 North Main Street, Natick, Massachusetts
Mailing Address: 289 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 28432, Page 468 of the Middlesex South Registry of Deeds
Damages Award: \$1,800.00

Owner: Jacob C. Troidl
Interest(s) Taken: TE-61 (227 S.F.) (Temporary Construction Easement)
Property Address: 288 North Main Street, Natick, Massachusetts
Mailing Address: 25 High Rock Road, Wayland, Massachusetts 01778
Title Reference: Book 43695, Page 73 of the Middlesex South Registry of Deeds
Damages Award: \$1,500.00

Owner: Robert H. Watjen and Margaret S. Watjen
Interest(s) Taken: TE-62 (190 S.F.) (Temporary Construction Easement) and TE-64 (377 S.F.) (Temporary Construction Easement)
Property Address: 281 North Main Street, Natick, Massachusetts
Mailing Address: 281 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 51796, Page 560 of the Middlesex South Registry of Deeds
Damages Award: \$1,800.00

Owner: Cypress North Condominium Trust
Interest(s) Taken: TE-63 (200 S.F.) (Temporary Construction Easement)
Property Address: 286 North Main Street, Natick, Massachusetts
Mailing Address: Cypress North Condominium Trust, C/O Ann Marie Regan, 286 North Main Street Unit #1, Natick, Massachusetts 01760
Title Reference: Book 71200, Page 490 of the Middlesex South Registry of Deeds (Master Deed); Book 71200, Page 503 of the Middlesex South Registry of Deeds (Declaration of Trust)
Damages Award: \$1,600.00

Owner: Chelsea Anne Souter
Interest(s) Taken: TE-65 (231 S.F.) (Temporary Construction Easement)
Property Address: 284 North Main Street, Natick, Massachusetts
Mailing Address: 284 North Main Street, Natick, Massachusetts 01760

Title Reference: Book 68825, Page 107 of the Middlesex South Registry of Deeds
Damages Award: \$2,100.00

Owner: Paiboon Ongwandee
Interest(s) Taken: TE-66 (460 S.F.) (Temporary Construction Easement)
Property Address: 279 North Main Street, Natick, Massachusetts
Mailing Address: 279 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 42117, Page 545 of the Middlesex South Registry of Deeds
Damages Award: \$2,400.00

Owner: George J. Shea and Priscilla A. Ostreicher a/k/a Priscilla A. Shea
Interest(s) Taken: TE-67 (466 S.F.) (Temporary Construction Easement)
Property Address: 282 North Main Street, Natick, Massachusetts
Mailing Address: 282 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 12954, Page 350 of the Middlesex South Registry of Deeds
Damages Award: \$2,200.00

Owner: Stephanie H. McCarthy
Interest(s) Taken: TE-68 (198 S.F.) (Temporary Construction Easement)
Property Address: 277½ North Main Street, Natick, Massachusetts
Mailing Address: 277 ½ North Main Street, Natick, Massachusetts 01760
Title Reference: Book 70069, Page 354 of the Middlesex South Registry of Deeds
Damages Award: \$600.00

Owner: Michael S. Maslanka
Interest(s) Taken: TE-69 (643 S.F.) (Temporary Construction Easement)
Property Address: 280 North Main Street, Natick, Massachusetts
Mailing Address: 280 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 21574, Page 250 of the Middlesex South Registry of Deeds
Damages Award: \$3,200.00

Owner: Peter M. McGovern and Catherine M. McGovern
Interest(s) Taken: TE-70 (316 S.F.) (Temporary Construction Easement)
Property Address: 277 North Main Street, Natick, Massachusetts
Mailing Address: 277 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 1345, Page 131 of the Middlesex South District of the Land Court
(Certificate of Title 240632)
Damages Award: \$1,700.00

Owner: Dawn Crocker Tucker
Interest(s) Taken: TE-71 (235 S.F.) (Temporary Construction Easement)
Property Address: 278 North Main Street, Natick, Massachusetts
Mailing Address: 278 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 25034, Page 92 of the Middlesex South Registry of Deeds
Damages Award: \$2,000.00

Owner: Alfred A. Severi, Trustee of the Alfred A. Severi Living Trust

Interest(s) Taken: TE-72 (840 S.F.) (Temporary Construction Easement)
Property Address: 275 North Main Street, Natick, Massachusetts
Mailing Address: 275 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 56707, Page 512 of the Middlesex South Registry of Deeds
Damages Award: \$4,400.00

Owner: James R. Coffey and Linda Y. Coffey
Interest(s) Taken: TE-73 (332 S.F.) (Temporary Construction Easement)
Property Address: 276 North Main Street, Natick, Massachusetts
Mailing Address: 276 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 67637, Page 173 of the Middlesex South Registry of Deeds
Damages Award: \$1,700.00

Owner: Mary C. Spaulding, William Daly (Life Estate) and Elizabeth R. Daly (Life Estate)
Interest(s) Taken: TE-74 (163 S.F.) (Temporary Construction Easement)
Property Address: 274 North Main Street, Natick, Massachusetts
Mailing Address: 274 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 14580, Page 493 of the Middlesex South Registry of Deeds
Damages Award: \$1,400.00

Owner: Joseph F. Hartin, Jr. and Diane M. Hartin
Interest(s) Taken: TE-75 (787 S.F.) (Temporary Construction Easement)
Property Address: 271 North Main Street, Natick, Massachusetts
Mailing Address: 271 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 24494, Page 395 of the Middlesex South Registry of Deeds
Damages Award: \$4,100.00

Owner: Douglas J. Ross and Christine M. Kelleher-Ross
Interest(s) Taken: TE-76 (240 S.F.) (Temporary Construction Easement)
Property Address: 272 North Main Street, Natick, Massachusetts
Mailing Address: 272 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 61067, Page 117 of the Middlesex South Registry of Deeds
Damages Award: \$1,000.00

Owner: Robert D. Duncan and Kelley A. Duncan
Interest(s) Taken: TE-77 (341 S.F.) (Temporary Construction Easement)
Property Address: 270 North Main Street, Natick, Massachusetts
Mailing Address: 270 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 55100, Page 97 of the Middlesex South Registry of Deeds
Damages Award: \$1,600.00

Owner: S&Z Properties, LLC
Interest(s) Taken: TE-82 (495 S.F.) (Temporary Construction Easement)
Property Address: 264 North Main Street, Natick, Massachusetts
Mailing Address: 264 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 49614, Page 289 of the Middlesex South Registry of Deeds
Damages Award: See 2 Evergreen

Owner: S&Z Properties, LLC
Interest(s) Taken: TE-83 (157 S.F.) (Temporary Construction Easement)
Property Address: 260 North Main Street, Natick, Massachusetts
Mailing Address: 264 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 49614, Page 289 of the Middlesex South Registry of Deeds
Damages Award: See 2 Evergreen

Owner: Matthew Rury
Interest(s) Taken: TE-84 (471 S.F.) (Temporary Construction Easement)
Property Address: 256 North Main Street, Natick, Massachusetts
Mailing Address: 256 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 67160, Page 405 of the Middlesex South Registry of Deeds
Damages Award: \$4,200.00

Owner: Foreign Motors Realty Corp.
Interest(s) Taken: TE-85 (784 S.F.) (Temporary Construction Easement)
Property Address: 257 North Main Street, Natick, Massachusetts
Mailing Address: 257 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 25980, Page 366 of the Middlesex South Registry of Deeds
Damages Award: \$1,900.00

Owner: Ruth A. Volpe and Elizabeth Glover, Trustees of the Ruth F. Holston Realty Trust
Interest(s) Taken: TE-86 (247 S.F.) (Temporary Construction Easement)
Property Address: 254 North Main Street, Natick, Massachusetts
Mailing Address: 254 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 25126, Page 465 of the Middlesex South Registry of Deeds
Damages Award: \$6,400.00

Owner: Dell Redington
Interest(s) Taken: TE-87 (466 S.F.) (Temporary Construction Easement)
Property Address: 252 North Main Street, Natick, Massachusetts
Mailing Address: 252 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 33088, Page 589 of the Middlesex South Registry of Deeds
Damages Award: \$3,800.00

Owner: Audrey G. Demaio
Interest(s) Taken: TE-89 (334 S.F.) (Temporary Construction Easement)
Property Address: 248 North Main Street, Natick, Massachusetts
Mailing Address: 248 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 62991, Pages 440 and 443 of the Middlesex South Registry of Deeds
Damages Award: \$2,700.00

Owner: Stephen Patch
Interest(s) Taken: TE-91 (272 S.F.) (Temporary Construction Easement)
Property Address: 244 North Main Street, Natick, Massachusetts
Mailing Address: 244 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 24932, Page 169 of the Middlesex South Registry of Deeds

Damages Award: \$1,300.00

Owner: Penelope A. El-Bisi (Life Estate) and Tammy A. Taylor
Interest(s) Taken: TE-93 (301 S.F.) (Temporary Construction Easement)
Property Address: 242 North Main Street, Natick, Massachusetts
Mailing Address: 241 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 29655, Page 455 of the Middlesex South Registry of Deeds; Book 54153, Page 373 of the Middlesex South Registry of Deeds
Damages Award: \$2,500.00

Owner: Deepak Gaikwad and Arundhati M. Kadam
Interest(s) Taken: TE-94 (318 S.F.) (Temporary Construction Easement)
Property Address: 240 North Main Street, Natick, Massachusetts
Mailing Address: 240 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 64075, Page 142 of the Middlesex South Registry of Deeds
Damages Award: \$3,000.00

Owner: Warren D. Fowler
Interest(s) Taken: TE-95 (495 S.F.) (Temporary Construction Easement)
Property Address: 238 North Main Street, Natick, Massachusetts
Mailing Address: 516 Worcester Road, Wellesley, Massachusetts 02481
Title Reference: Book 52280, Page 533 of the Middlesex South Registry of Deeds
Damages Award: \$4,300.00

Owner: North Cemetery Association
Interest(s) Taken: TE-96 (52 S.F.) (Temporary Construction Easement) and TE-96B (570 S.F.) (Temporary Construction Easement)
Property Address: 239 North Main Street, Natick, Massachusetts
Mailing Address: 12 Pleasant Street, Natick, Massachusetts 01760
Title Reference: Book 2709, Page 555 of the Middlesex South Registry of Deeds
Damages Award: \$600.00

Owner: David Presutti and Loretta M. Presutti
Interest(s) Taken: TE-97 (859 S.F.) (Temporary Construction Easement)
Property Address: 236 North Main Street, Natick, Massachusetts
Mailing Address: 236 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 49024, Page 243 of the Middlesex South Registry of Deeds
Damages Award: \$7,000.00

Owner: Samir A. Giurguis and Mervat H. Shenouda
Interest(s) Taken: TE-108 (140 S.F.) (Temporary Construction Easement)
Property Address: 250 North Main Street, Natick, Massachusetts
Mailing Address: 250 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 50379, Page 1 of the Middlesex South Registry of Deeds
Damages Award: \$1,100.00

Owner: Pleasant Properties Condominium Trust
Interest(s) Taken: TE-114 (974 S.F.) (Temporary Construction Easement)
Property Address: 171-173 North Main Street, Natick, Massachusetts
Mailing Address: Pleasant Properties Condominium Trust, C/O Delli Colli Realty LLC, 264 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 57002, Page 483 of the Middlesex South Registry of Deeds (Master Deed); Book 57002, Page 503 of the Middlesex South Registry of Deeds (Declaration of Trust)
Damages Award: \$12,800.00

Owner: 265 Bacon Street Condominium Trust
Interest(s) Taken: TE-123 (298 S.F.) (Temporary Construction Easement)
Property Address: 265 Bacon Street, Natick, Massachusetts
Mailing Address: 265 Bacon Street Condominium Trust, C/O Michael Rubinstein, 265A Bacon Street, Natick, Massachusetts 01760
Title Reference: Book 69968, Page 20 of the Middlesex South Registry of Deeds (Master Deed)
Damages Award: \$2,400.00

Owner: Peter Delli Colli and Susan Delli Colli, Trustees of Bacon Street Realty Trust
Interest(s) Taken: TE-126 (220 S.F.) (Temporary Construction Easement)
Property Address: 268 Bacon Street, Natick, Massachusetts
Mailing Address: 164 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 973, Page 82 of the Middlesex South District of the Land Court (Certificate of Title 168632)
Damages Award: \$1,900.00

Owner: Christopher D'Antonio, Trustee of the North Main Street Realty Trust
Interest(s) Taken: TE-132 (168 S.F.) (Temporary Construction Easement)
Property Address: 154 North Main Street, Natick, Massachusetts
Mailing Address: 17 Appleton Street, Natick, Massachusetts 01760
Title Reference: Book 22696, Page 225 of the Middlesex South Registry of Deeds
Damages Award: \$1,700.00

Owner: George Chapman and Stacey Chapman
Interest(s) Taken: TE-135 (452 S.F.) (Temporary Construction Easement)
Property Address: 150 North Main Street, Natick, Massachusetts
Mailing Address: 150 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 1438, Page 89 of the Middlesex South District of the Land Court (Certificate of Title 254492)
Damages Award: \$4,200.00

Owner: Timothy P. Muldoon and Suzanne M. Muldoon
Interest(s) Taken: TE-137 (161 S.F.) (Temporary Construction Easement)
Property Address: 1 Jackson Court, Natick, Massachusetts
Mailing Address: 1 Jackson Court, Natick, Massachusetts 01760
Title Reference: Book 45291, Page 59 of the Middlesex South Registry of Deeds
Damages Award: \$1,400.00

Owner: Stephen Leung
Interest(s) Taken: TE-138 (44 S.F.) (Temporary Construction Easement) and TE-138B (65 S.F.) (Temporary Construction Easement)
Property Address: 151 North Main Street, Natick, Massachusetts
Mailing Address: 151 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 56092, Page 215 of the Middlesex South Registry of Deeds
Damages Award: \$1,000.00

Owner: Alan Kawadler and Lynn B. Kawadler
Interest(s) Taken: TE-139 (374 S.F.) (Temporary Construction Easement)
Property Address: 146 North Main Street, Natick, Massachusetts
Mailing Address: 21 Garvey Street, Framingham, Massachusetts 01701
Title Reference: Book 16495, Page 194 of the Middlesex South Registry of Deeds
Damages Award: \$3,100.00

Owner: Robert B. Young and Ruth M. Young, Trustees of the Young Living Trust
Interest(s) Taken: TE-140 (164 S.F.) (Temporary Construction Easement)
Property Address: 149 North Main Street, Natick, Massachusetts
Mailing Address: 149 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 45215, Page 179 of the Middlesex South Registry of Deeds
Damages Award: \$1,800.00

Owner: William J. Howard
Interest(s) Taken: TE-141 (398 S.F.) (Temporary Construction Easement)
Property Address: 144 North Main Street, Natick, Massachusetts
Mailing Address: 144 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 28538, Page 585 of the Middlesex South Registry of Deeds
Damages Award: \$2,100.00

Owner: Daniel C. Carmichael and Marlene M. Carmichael
Interest(s) Taken: TE-142 (205 S.F.) (Temporary Construction Easement)
Property Address: 147 North Main Street, Natick, Massachusetts
Mailing Address: 147 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 11915, Page 499 of the Middlesex South Registry of Deeds
Damages Award: \$1,900.00

Owner: Mark J. Dantonio and Bruce A. Fisher
Interest(s) Taken: TE-143 (405 S.F.) (Temporary Construction Easement)
Property Address: 142 North Main Street, Natick, Massachusetts
Mailing Address: 109 South Main Street, Natick, Massachusetts 01760
Title Reference: Book 17581, Page 556 of the Middlesex South Registry of Deeds
Damages Award: \$3,300.00

Owner: Erich Salomon and Nicole Salomon
Interest(s) Taken: TE-144 (301 S.F.) (Temporary Construction Easement)
Property Address: 145 North Main Street, Natick, Massachusetts

Mailing Address: 145 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 69214, Page 334 of the Middlesex South Registry of Deeds
Damages Award: \$2,800.00

Owner: Timothy B. Reading and Marlene M. Reading
Interest(s) Taken: TE-145 (222 S.F.) (Temporary Construction Easement)
Property Address: 140 North Main Street, Natick, Massachusetts
Mailing Address: 140 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 12032, Page 30 of the Middlesex South Registry of Deeds
Damages Award: \$2,400.00

Owner: Steven P. Peckham and Leslee C. Peckham
Interest(s) Taken: TE-146 (249 S.F.) (Temporary Construction Easement)
Property Address: 143 North Main Street, Natick, Massachusetts
Mailing Address: 143 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 18749, Page 324 of the Middlesex South Registry of Deeds
Damages Award: \$2,300.00

Owner: Daniel J. Dumanis and Maria Dumanis
Interest(s) Taken: TE-147 (457 S.F.) (Temporary Construction Easement)
Property Address: 136 North Main Street, Natick, Massachusetts
Mailing Address: 136 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 70471, Page 203 of the Middlesex South Registry of Deeds
Damages Award: \$2,100.00

Owner: Adam C. Ploetz and Jessica L. Roscio
Interest(s) Taken: TE-148 (136 S.F.) (Temporary Construction Easement)
Property Address: 141 North Main Street, Natick, Massachusetts
Mailing Address: 141 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 65828, Page 405 of the Middlesex South Registry of Deeds
Damages Award: \$1,300.00

Owner: Harriet S. Merkowitz, Trustee of Harriet S. Merkowitz Trust
Interest(s) Taken: TE-149 (207 S.F.) (Temporary Construction Easement)
Property Address: 134 North Main Street, Natick, Massachusetts
Mailing Address: 134 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 66736, Page 157 of the Middlesex South Registry of Deeds
Damages Award: \$1,900.00

Owner: Martin F. O'Dea and Alison O'Dea
Interest(s) Taken: TE-150 (413 S.F.) (Temporary Construction Easement)
Property Address: 132 North Main Street, Natick, Massachusetts
Mailing Address: 132 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 30485, Page 284 of the Middlesex South Registry of Deeds
Damages Award: \$3,700.00

Owner: Gerald W. Hall and Mary L. Hall

Interest(s) Taken: TE-152 (142 S.F.) (Temporary Construction Easement)
Property Address: 137 North Main Street, Natick, Massachusetts
Mailing Address: 137 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 20825, Page 339 of the Middlesex South Registry of Deeds
Damages Award: \$1,300.00

Owner: Artur Bacatel and Viorica Bacatel
Interest(s) Taken: TE-154 (131 S.F.) (Temporary Construction Easement)
Property Address: 133 North Main Street, Natick, Massachusetts
Mailing Address: 133 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 67321, Page 284 of the Middlesex South Registry of Deeds
Damages Award: \$1,500.00

Owner: Jo Ann Green
Interest(s) Taken: TE-156 (21 S.F.) (Temporary Construction Easement) and TE-157 (100 S.F.) (Temporary Construction Easement)
Property Address: 131 North Main Street, Natick, Massachusetts
Mailing Address: 131 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 47772, Page 580 of the Middlesex South Registry of Deeds
Damages Award: \$1,100.00

Owner: Norbert H. Simoes
Interest(s) Taken: TE-159 (82 S.F.) (Temporary Construction Easement)
Property Address: 129 North Main Street, Natick, Massachusetts
Mailing Address: 129 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 17106, Page 525 of the Middlesex South Registry of Deeds
Damages Award: \$1,400.00

Owner: Christina C. Hanss f/k/a Christina W. Cady and Brandon M. Hanss
Interest(s) Taken: TE-160 (319 S.F.) (Temporary Construction Easement)
Property Address: 126 North Main Street, Natick, Massachusetts
Mailing Address: 619 East Street, Walpole, Massachusetts 02081
Title Reference: Book 1479, Page 17 of the Middlesex South District of the Land Court (Certificate of Title 260451)
Damages Award: \$4,400.00

Owner: Ching Li
Interest(s) Taken: TE-161 (376 S.F.) (Temporary Construction Easement)
Property Address: 124 North Main Street, Natick, Massachusetts
Mailing Address: 124 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 1364, Page 131 of the Middlesex South District of the Land Court (Certificate of Title 243490)
Damages Award: \$1,300.00

Owner: Adamastor N. Goncalves, Margarida Goncalves, Silvio A. Teixeira and Otilia G. Teixeira
Interest(s) Taken: TE-162 (420 S.F.) (Temporary Construction Easement)

Property Address: 127 North Main Street, Natick, Massachusetts
Mailing Address: 127 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 20081, Page 135 of the Middlesex South Registry of Deeds
Damages Award: \$2,700.00

Owner: Diane M. Sinanian
Interest(s) Taken: TE-163 (83 S.F.) (Temporary Construction Easement) and TE-165 (229 S.F.) (Temporary Construction Easement)
Property Address: 120 North Main Street, Natick, Massachusetts
Mailing Address: 120 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 28847, Page 112 of the Middlesex South Registry of Deeds
Damages Award: \$2,350.00

Owner: Laura Benedict Barnatt
Interest(s) Taken: TE-164 (95 S.F.) (Temporary Construction Easement)
Property Address: 119 North Main Street, Natick, Massachusetts
Mailing Address: 119 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 50624, Page 50 of the Middlesex South Registry of Deeds
Damages Award: \$900.00

Owner: Geoffrey Ghertler
Interest(s) Taken: TE-166 (189 S.F.) (Temporary Construction Easement)
Property Address: 118 North Main Street, Natick, Massachusetts
Mailing Address: 118 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 26610, Page 442 of the Middlesex South Registry of Deeds
Damages Award: \$1,900.00

Owner: 117 North Main Street Condominium Trust
Interest(s) Taken: TE-167 (502) (Temporary Construction Easement)
Property Address: 117A and 117B North Main Street, Natick, Massachusetts
Mailing Address: 117 North Main Street Condominium Trust, c/o Jeffrey Moccia, 117B North Main Street, Natick, Massachusetts 01760
Title Reference: Book 65821, Page 241 of the Middlesex South Registry of Deeds (Master Deed); Book 65821, Page 265 of the Middlesex South Registry of Deeds (Declaration of Trust)
Damages Award: \$3,800.00

Owner: Jennifer M. Atwood and Scott J. Atwood
Interest(s) Taken: TE-169 (558 S.F.) (Temporary Construction Easement) and TE-170 (65 S.F.) (Temporary Construction Easement)
Property Address: 115 North Main Street, Natick, Massachusetts
Mailing Address: 115 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 44916, Page 280 of the Middlesex South Registry of Deeds
Damages Award: \$3,300.00

Owner: Yuhan Li and Qing Li
Interest(s) Taken: TE-171 (451 S.F.) (Temporary Construction Easement)
Property Address: 113 North Main Street, Natick, Massachusetts

Mailing Address: 113 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 71875, Page 256 of the Middlesex South Registry of Deeds
Damages Award: \$3,800.00

Owner: John R. Gordon and Louise M. Gordon
Interest(s) Taken: TE-179 (373 S.F.) (Temporary Construction Easement)
Property Address: 101 North Main Street, Natick, Massachusetts
Mailing Address: 101 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 8128, Page 19 of the Middlesex South Registry of Deeds
Damages Award: \$3,500.00

Owner: Laura Meares and Michael Meares
Interest(s) Taken: TE-186 (345 S.F.) (Temporary Construction Easement)
Property Address: 1 Lake Street, Natick, Massachusetts
Mailing Address: 1 Lake Street, Natick, Massachusetts 01760
Title Reference: Book 39671, Page 588 of the Middlesex South Registry of Deeds
Damages Award: \$1,800.00

Owner: Marjorie M. Roberts
Interest(s) Taken: TE-187 (201 S.F.) (Temporary Construction Easement)
Property Address: 3 Lake Street, Natick, Massachusetts
Mailing Address: 3 Lake Street, Natick, Massachusetts 01760
Title Reference: Book 30513, Page 297 of the Middlesex South Registry of Deeds
Damages Award: \$1,700.00

Owner: Donald E. Nix and Chris Ann L. Nix, Trustees of the Nix Family Irrevocable Trust
Interest(s) Taken: TE-189 (335 S.F.) (Temporary Construction Easement)
Property Address: 91 North Main Street, Natick, Massachusetts
Mailing Address: 91 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 1481, Page 46 of the Middlesex South District of the Land Court
(Certificate of Title 260922)
Damages Award: \$2,900.00

Owner: Nicholas S. Mabardy and Jean N. Mabardy a/k/a Jean N. Harrigle, Trustees of Mabardy North Main Street Trust
Interest(s) Taken: TE-191 (512 S.F.) (Temporary Construction Easement)
Property Address: 78 North Main Street, Natick, Massachusetts
Mailing Address: P.O. Box 6254, Natick, Massachusetts 01760
Title Reference: Book 14542 and 219 of the Middlesex South Registry of Deeds; Book 25992, Page 433 of the Middlesex South Registry of Deeds
Damages Award: \$4,600.00

Owner: The Mills of Natick Corporation
Interest(s) Taken: TE-195 (2,241 S.F.) (Temporary Construction Easement)
Property Address: 62 North Main Street, Natick, Massachusetts
Mailing Address: 60 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 24558, Page 219 of the Middlesex South Registry of Deeds

Damages Award: \$19,800.00

Owner: John M. Gransky and Jeremy D. Gransky
Interest(s) Taken: TE-199 (65 S.F.) (Temporary Construction Easement)
Property Address: 59 North Main Street, Natick, Massachusetts
Mailing Address: 59 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 51355, Page 132 of the Middlesex South Registry of Deeds
Damages Award: \$200.00

Owner: Walnut Hill Condominium Trust
Interest(s) Taken: TE-200 (503 S.F.) (Temporary Construction Easement)
Property Address: 55 & 57 North Main Street, Natick, Massachusetts
Mailing Address: Walnut Hill Condominium Trust, C/O Monique St. Germain, 57 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 68768, Page 12 of the Middlesex South Registry of Deeds (Master Deed);
Book 68768, Page 16 of the Middlesex South Registry of Deeds (Declaration of Trust)
Damages Award: \$2,600.00

Owner: Richard M. Bragdon, Trustee of the Richard M. Bragdon Trust
Interest(s) Taken: TE-201 (1,067 S.F.) (Temporary Construction Easement)
Property Address: 53 North Main Street, Natick, Massachusetts
Mailing Address: 53 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 58542, Page 186 of the Middlesex South Registry of Deeds
Damages Award: \$7,300.00

Owner: Catherine Thistle
Interest(s) Taken: TE-203 (894 S.F.) (Temporary Construction Easement)
Property Address: 51 North Main Street, Natick, Massachusetts
Mailing Address: 51 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 68646, Page 169 of the Middlesex South Registry of Deeds
Damages Award: \$8,900.00

Owner: 49 North Main Street Condominium Trust
Interest(s) Taken: TE-204 (1.202 S.F.) (Temporary Construction Easement)
Property Address: 49 North Main Street, Natick, Massachusetts
Mailing Address: 49 North Main Street Realty Trust, c/o Svetlana Shnyder, 49 North Main Street Unit A, Natick, Massachusetts 01760
Title Reference: Book 66252, Page 207 of the Middlesex South Registry of Deeds
Damages Award: \$7,300.00

Owner: Nicolasa Li Donni and Clara Maria Li Donni
Interest(s) Taken: TE-205 (255 S.F.) (Temporary Construction Easement)
Property Address: 50 North Main Street, Natick, Massachusetts
Mailing Address: 10 Jackson Court, Natick, Massachusetts 01760
Title Reference: Book 12614, Page 296 of the Middlesex South Registry of Deeds
Damages Award: \$4,800.00

Owner: Anindya Tapaswi and Pialy Tapaswi
Interest(s) Taken: TE-206 (160 S.F.) (Temporary Construction Easement)
Property Address: 48 North Main Street, Natick, Massachusetts
Mailing Address: 48 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 54490, Page 433 of the Middlesex South Registry of Deeds
Damages Award: \$1,600.00

Owner: Robert M. Moulton and Jean M. Moulton
Interest(s) Taken: TE-207 (1,782 S.F.) (Temporary Construction Easement)
Property Address: 45 North Main Street, Natick, Massachusetts
Mailing Address: 45 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 21460, Page 185 of the Middlesex South Registry of Deeds
Damages Award: \$15,400.00

Owner: Margaret A. Tierney and Thomas J. Mulhern, Trustees of Margaret A. Tierney Revocable Trust
Interest(s) Taken: TE-208 (277 S.F.) (Temporary Construction Easement)
Property Address: 46 North Main Street, Natick, Massachusetts
Mailing Address: 18 Lasalle Road, Needham, Massachusetts 02492
Title Reference: Book 1525, Page 98 of the Middlesex South District of the Land Court (Certificate of Title 267488)
Damages Award: \$4,100.00

Owner: 43 North Main Street LLC
Interest(s) Taken: TE-209 (1,643 S.F.) (Temporary Construction Easement)
Property Address: 43 North Main Street, Natick, Massachusetts
Mailing Address: 3 Meadow Pond Lane, Natick, Massachusetts 01760
Title Reference: Book 38409, Page 132 of the Middlesex South Registry of Deeds
Damages Award: \$24,200.00

Owner: Kenneth B. Phillips, Sr. and Kim E. Phillips-Beeching, Trustees of Phillips Family Nominee Trust
Interest(s) Taken: TE-210 (1,867 S.F.) (Temporary Construction Easement)
Property Address: 39 North Main Street, Natick, Massachusetts
Mailing Address: 12 Walnut Street #21, Natick, Massachusetts 01760
Title Reference: Book 48186, Page 272 of the Middlesex South Registry of Deeds
Damages Award: \$11,800.00

Owner: Willow Place Condominium Trust
Interest(s) Taken: TE-211 (212 S.F.) (Temporary Construction Easement)
Property Address: 40 North Main Street, Natick, Massachusetts
Mailing Address: Willow Place Condominium Trust, c/o Miland Shandhag, 40 North Main Street #4, Natick Massachusetts 01760
Title Reference: Book 34318, Page 232 of the Middlesex South Registry of Deeds (Master Deed); Book 34318, Page 253 of the Middlesex South Registry of Deeds (Declaration of Trust)
Damages Award: \$3,200.00

Owner: David G. Seeley and Kathleen Leone Seeley
Interest(s) Taken: TE-215 (329 S.F.) (Temporary Construction Easement)
Property Address: 33 North Main Street, Natick, Massachusetts
Mailing Address: 33 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 63748, Page 583 of the Middlesex South Registry of Deeds
Damages Award: \$3,500.00

Owner: Michael R. Bradley, Trustee of the 30 North Main Street Trust
Interest(s) Taken: TE-216 (455 S.F.) (Temporary Construction Easement)
Property Address: 30 North Main Street, Natick, Massachusetts
Mailing Address: 708 El Dorado Drive, Venice, FL 34285
Title Reference: Book 20119, Page 52 of the Middlesex South Registry of Deeds
Damages Award: \$4,200.00

Owner: Derek H. Warnick and Shikha G. Warnick
Interest(s) Taken: TE-217 (157 S.F.) (Temporary Construction Easement)
Property Address: 31½ North Main Street, Natick, Massachusetts
Mailing Address: 2 Yuba Place, Natick, Massachusetts 01760
Title Reference: Book 65469, Page 252 of the Middlesex South Registry of Deeds
Damages Award: \$800.00

Owner: Ronald L. Taddeo and Arthur C. Taddeo
Interest(s) Taken: TE-218 (1,402 S.F.) (Temporary Construction Easement)
Property Address: 31 North Main Street, Natick, Massachusetts
Mailing Address: 31 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 36886, Page 186 of the Middlesex South Registry of Deeds
Damages Award: \$7,800.00

Owner: Go Big Or Go Home LLC

Interest(s) Taken: TE-220 (166 S.F.) (Temporary Construction Easement)
Property Address: 26 North Main Street, Natick, Massachusetts
Mailing Address: 83 Speen Street, Natick, Massachusetts 01760
Title Reference: Book 71228, Page 33 of the Middlesex South Registry of Deeds
Damages Award: \$1,600.00

Owner: Erich H. Amrhein
Interest(s) Taken: TE-221 (1,952 S.F.) (Temporary Construction Easement)
Property Address: 27 North Main Street, Natick, Massachusetts
Mailing Address: P.O. Box A, Natick, Massachusetts 01760
Title Reference: Book 36336, Page 186 of the Middlesex South Registry of Deeds
Damages Award: \$29,600.00

Owner: Stone's Auto Service, Inc.
Interest(s) Taken: TE-223 (873 S.F.) (Temporary Construction Easement)

Property Address: 18 North Main Street, Natick, Massachusetts
Mailing Address: 20 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 43949, Page 347 of the Middlesex South Registry of Deeds
Damages Award: \$8,100.00

Owner: Anthony M. Fiorenzi and Alison J. Fiorenzi, Trustees of the Fiorenzi Family Trust
Interest(s) Taken: TE-224 (1,713 S.F.) (Temporary Construction Easement)
Property Address: 23 North Main Street, Natick, Massachusetts
Mailing Address: 43 Lorraine Drive, Ashland, Massachusetts 01721
Title Reference: Book 58585, Page 145 of the Middlesex South Registry of Deeds
Damages Award: \$24,900.00

Owner: Sevag V. Birindjian
Interest(s) Taken: TE-225 (806 S.F.) (Temporary Construction Easement)
Property Address: 21 North Main Street, Natick, Massachusetts
Mailing Address: 21 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 31021, Page 566 of the Middlesex South Registry of Deeds
Damages Award: \$12,000.00

Owner: David S. Carter
Interest(s) Taken: TE-226 (588 S.F.) (Temporary Construction Easement)
Property Address: 17 North Main Street, Natick, Massachusetts
Mailing Address: 63 Nason Hill Road, Sherborn, Massachusetts 01770
Title Reference: Book 17372, Page 75 of the Middlesex South Registry of Deeds
Damages Award: \$7,300.00

Owner: Thomas E. Forance and Karen S. Forance, Trustees of the MTSF Trust
Interest(s) Taken: TE-227 (234 S.F.) (Temporary Construction Easement)
Property Address: 11 North Main Street, Natick, Massachusetts
Mailing Address: 257 Eliot Street, Natick, Massachusetts 01760
Title Reference: Book 45603, Page 478 of the Middlesex South Registry of Deeds
Damages Award: \$2,200.00

Owner: Church of Christ
Interest(s) Taken: TE-230 (4,743 S.F.) (Temporary Construction Easement) and TE-230B (65 S.F.) (Temporary Construction Easement)
Property Address: 322 North Main Street, Natick, Massachusetts
Mailing Address: 324 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 882, Page 100 of the Middlesex South District of the Land Court (Certificate of Title 150450); Book 11649, Page 289 of the Middlesex South Registry of Deeds; Book 13092, Page 506 of the Middlesex South Registry of Deeds
Damages Award: See 324 North Main Street

Owner: Mark M. Woodbury
Interest(s) Taken: TE-231 (66 S.F.) (Temporary Construction Easement) and TE-231B (22 S.F.) (Temporary Construction Easement)
Property Address: 307 North Main Street, Natick, Massachusetts

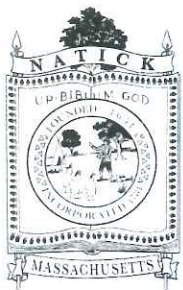
Mailing Address: 307 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 42135, Page 422 of the Middlesex South Registry of Deeds
Damages Award: \$300.00

Owner: Xiaoyan Yin and Yaxin Wang
Interest(s) Taken: TE-232 (875 S.F.) (Temporary Construction Easement)
Property Address: 25 North Main Street, Natick, Massachusetts
Mailing Address: 25 North Main Street, Natick, Massachusetts 01760
Title Reference: Book 71098, Page 18 of the Middlesex South Registry of Deeds
Damages Award: \$19,200.00

Owner: Dean Residences Condominium Trust
Interest(s) Taken: TE-233 (568 S.F.) (Temporary Construction Easement)
Property Address: 58 North Main Street, Natick, Massachusetts
Mailing Address: Dean Residences Condominium Trust, c/o Roger Sundin, 58 North Main Street
Unit 305, Natick, Massachusetts 01760
Title Reference: Book LC34, Page 21 of the Middlesex South District of the Land Court
(Certificate of Title C741; Document 1413194)
Damages Award: \$4,200.00

Owner: 44 North Main Street Condominium Trust
Interest(s) Taken: TE-235 (40 S.F.) (Temporary Construction Easement)
Property Address: 44 North Main Street, Natick, Massachusetts
Mailing Address: 44 North Main Street Condominium Trust, C/O Theodore Green, 44 North
Main Street Unit 2, Natick, Massachusetts 01760
Title Reference: Book 35315, Page 414 of the Middlesex South Registry of Deeds (Master
Deed); Book 35315, Page 427 of the Middlesex South Registry of Deeds (Declaration of Trust)
Damages Award: \$1,000.00

Owner: Willow Corner Town Homes Condominium Trust
Interest(s) Taken: TE-236 (136 S.F.) (Temporary Construction Easement)
Property Address: 36 North Main Street, Natick, Massachusetts
Mailing Address: Willow Corner Town Homes Condominium Trust, C/O Mathew Grenier, 36
North Main Street Unit 6, Natick, Massachusetts 01760
Title Reference: Book 39714, Page 21 of the Middlesex South Registry of Deeds (Master Deed);
Book 39714, Page 41 of the Middlesex South Registry of Deeds (Declaration of Trust)
Damages Award: \$3,500.00



TOWN OF NATICK

Diane B. Packer

Town Clerk

dpacker@natickma.org

CERTIFICATE OF VOTE

I, Diane Packer, Town Clerk of Natick Massachusetts, do hereby certify the following vote:

ARTICLE 25: North Main Street Right of Way Acquisition (Town Administrator)

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, taking by eminent domain, or otherwise, to accept a deed or deeds to the Town of fee simple, easements or other interests in any land, and to dedicate all or portions of Town owned parcels of land, necessary for the construction of the North Main Street roadway improvements project located on North Main Street (Route 27) from the Town Center to the Wayland town line, as shown and identified on a set of plans entitled "Massachusetts Department of Transportation Highway Division, Roadway Improvements Project, North Main Street (Route 27), In The Town of Natick In Middlesex County, Preliminary Right of Way Plans" dated March 20, 2017, prepared by BETA Group, Inc., as revised or amended. Further, to see what sum of money the Town will vote to raise and appropriate, borrow or transfer from available funds, to fund said purchase or takings along with all legal and appraisal costs associated with the obtaining any interests in land necessary for the construction of the North Main Street roadway improvements project;

Or otherwise act thereon.

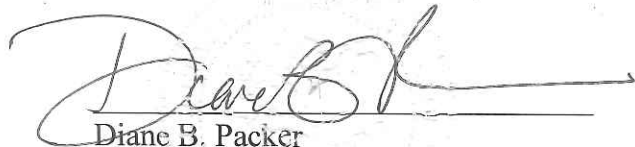
MOTION (Requires a two-thirds vote)

Moved by Mr. Evans, seconded by Mr. Hayes that the Town authorize the Board of Selectmen to acquire by gift, purchase, taking by eminent domain, or otherwise, to accept a deed or deeds to the Town of fee simple, easements or other interests in any land, and to dedicate all or portions of Town owned parcels of land, necessary for the construction of the North Main Street Roadway Improvements Project located on North Main Street (Route 27) from the Town Center to the Wayland town line, as shown and identified on a set of plans entitled "Massachusetts Department of Transportation Highway Division, Roadway Improvements Project, North Main Street (Route 27), In The Town of Natick In Middlesex County, Preliminary Right of Way Plans" dated March 20, 2017, prepared by BETA, Inc., as revised or amended.

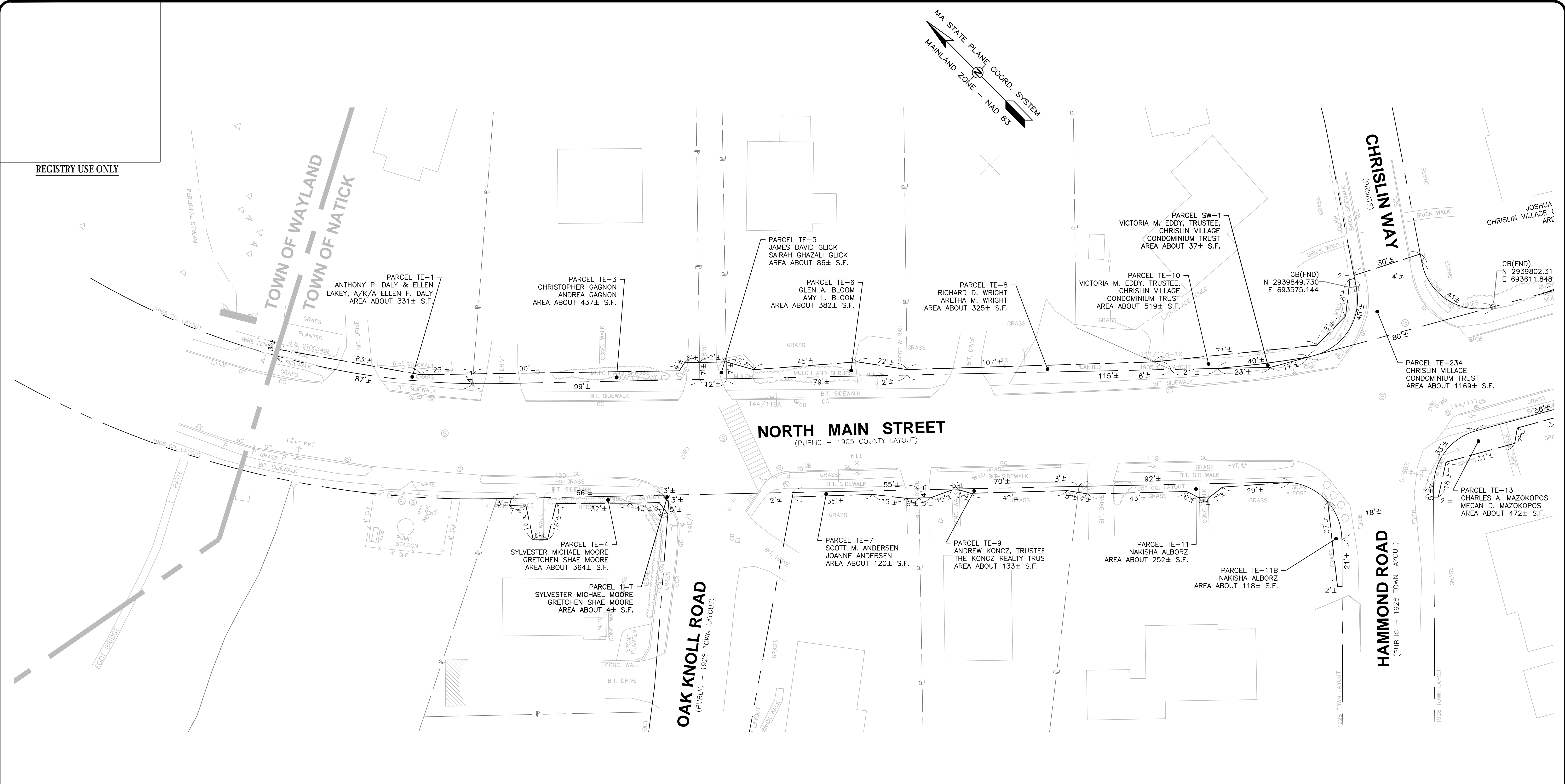
Further, move that \$285,000 be appropriated from free cash under the direction of the Board of Selectmen to fund all legal and appraisal costs associated with obtaining any interests in land necessary for the construction of the North Main Street (Route 27) Roadway Improvements Project.

The main motion under Article 25 passed by a two-thirds vote (100-14-5).

This vote was taken at the April 26th session of the 2018 Spring Annual Town Meeting.



Diane B. Packer



I CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS, TITLE 250 CMR 6.00.

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.



APRIL 2, 2019
PROFESSIONAL LAND SURVEYOR DATE

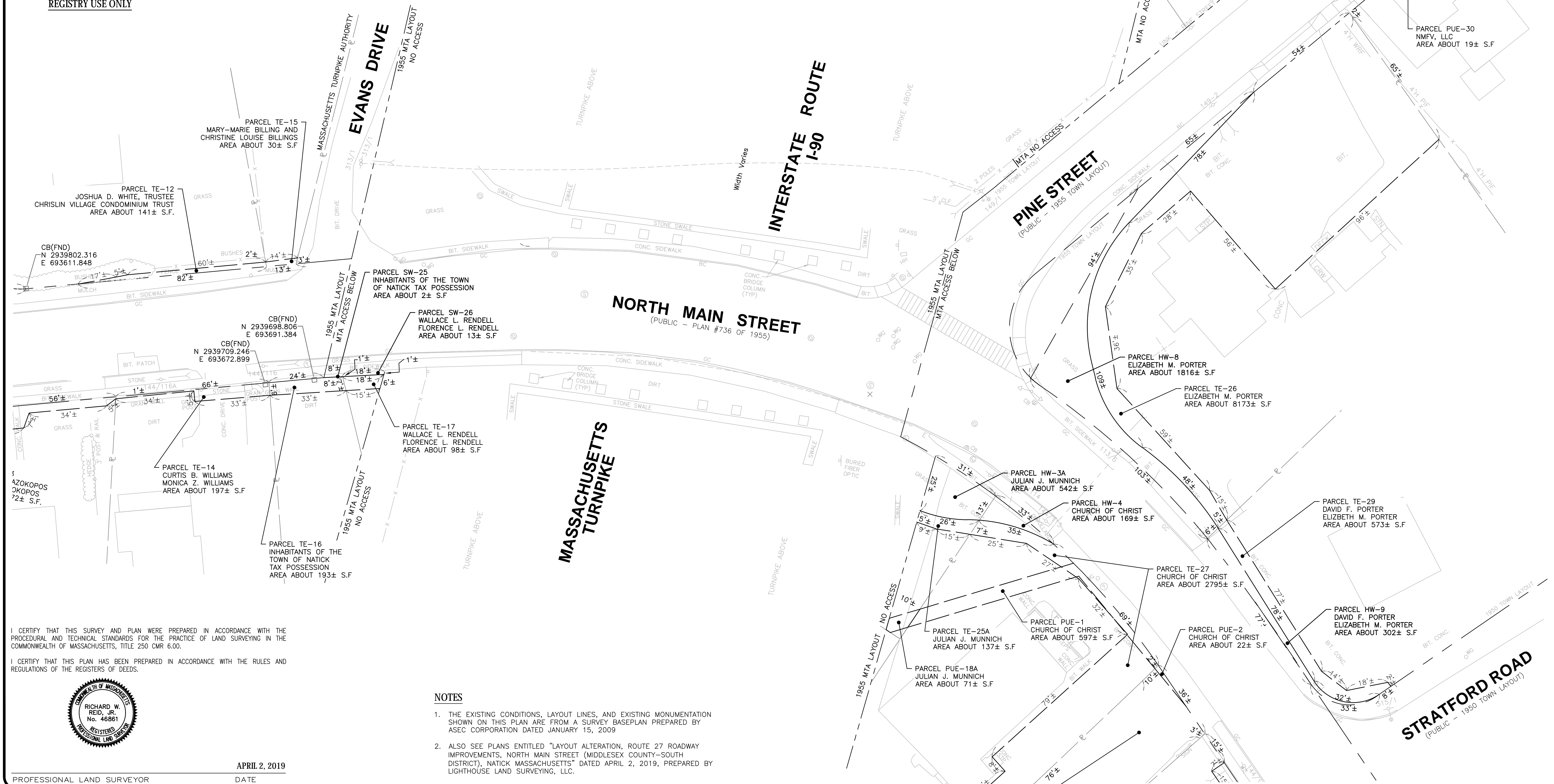
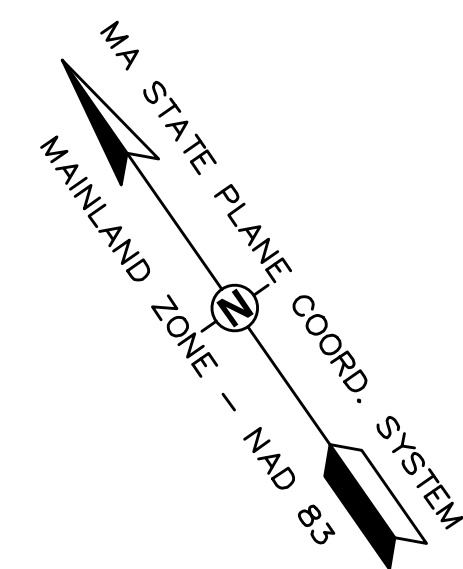
NOTES

1. THE EXISTING CONDITIONS, LAYOUT LINES, AND EXISTING MONUMENTATION SHOWN ON THIS PLAN ARE FROM A SURVEY BASEPLAN PREPARED BY ASEC CORPORATION DATED JANUARY 15, 2009
2. ALSO SEE PLANS ENTITLED "LAYOUT ALTERATION, ROUTE 27 ROADWAY IMPROVEMENTS, NORTH MAIN STREET (MIDDLESEX COUNTY-SOUTH DISTRICT), NATICK MASSACHUSETTS" DATED APRIL 2, 2019, PREPARED BY LIGHTHOUSE LAND SURVEYING, LLC.

<table><tr><td>DRWN BY: JAW</td><td>REVISIONS:</td></tr><tr><td>CHK'D BY: ZRB</td><td></td></tr><tr><td>APRVD BY: RWR</td><td></td></tr><tr><td>0</td><td>DATE ISSUED FOR REVIEW</td></tr><tr><td>REV #</td><td>DATE DESCRIPTION</td></tr></table>	DRWN BY: JAW	REVISIONS:	CHK'D BY: ZRB		APRVD BY: RWR		0	DATE ISSUED FOR REVIEW	REV #	DATE DESCRIPTION	<p>Graphic Scale 1 inch = 20 feet</p> <p>0 20 40 60</p>	<p>PREPARED BY:</p> <p>LIGHTHOUSE LAND SURVEYING, LLC</p> <p>75 KIMBERLY ROAD - TAUNTON, MASSACHUSETTS Tel. 508 - 287 - 0896 website: www.lighthouselandsurveying.com</p>	<p>PROJECT:</p> <p>ROUTE 27 ROADWAY IMPROVEMENTS NORTH MAIN STREET</p> <p>(MIDDLESEX COUNTY - SOUTH DISTRICT) NATICK, MASSACHUSETTS</p>	<p>TITLE:</p> <p>EASEMENT PLAN</p> <p>PREPARED FOR:</p> <p>BETA Group, Inc 315 Norwood Park South - 2nd Floor Norwood, MA 02062</p>	<p>DATE:</p> <p>APRIL 2, 2019</p> <p>1 OF 20</p> <p>SHEET NO.: 1</p>
DRWN BY: JAW	REVISIONS:														
CHK'D BY: ZRB															
APRVD BY: RWR															
0	DATE ISSUED FOR REVIEW														
REV #	DATE DESCRIPTION														

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REGISTRY USE ONLY



NOTES

1. THE EXISTING CONDITIONS, LAYOUT LINES, AND EXISTING MONUMENTATION SHOWN ON THIS PLAN ARE FROM A SURVEY BASEPLAN PREPARED BY ASEC CORPORATION DATED JANUARY 15, 2009
2. ALSO SEE PLANS ENTITLED "LAYOUT ALTERATION, ROUTE 27 ROADWAY IMPROVEMENTS, NORTH MAIN STREET (MIDDLESEX COUNTY-SOUTH DISTRICT), NATICK MASSACHUSETTS" DATED APRIL 2, 2019, PREPARED BY LIGHTHOUSE LAND SURVEYING, LLC.

I CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS, TITLE 250 CMR 6.00.

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

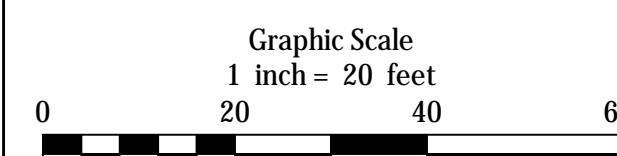


APRIL 2, 2019

PROFESSIONAL LAND SURVEYOR

DATE _____

		REVISIONS:	
DRWN BY:	JAW		
CHK'D BY:	ZRB		
APRVD BY:	RWR		
	0	DATE	ISSUED FOR REVIEW
	REV #	DATE	DESCRIPTION



PREPARED BY:

Lighthouse Land Surveying, LLC

75 KIMBERLY ROAD - TAUNTON, MASSACHUSETTS

Tel. 508 - 287 - 0896

website: www.lighthouseandsurveying.com

PROJECT:

ROUTE 27 ROADWAY IMPROVEMENTS NORTH MAIN STREET

(MIDDLESEX COUNTY - SOUTH DISTRICT)
NATICK, MASSACHUSETTS

|| TITLE:

EASEMENT PLAN

PREPARED FOR:

BETA Group, Inc
315 Norwood Park South - 2nd Floor
Norwood, MA 02062

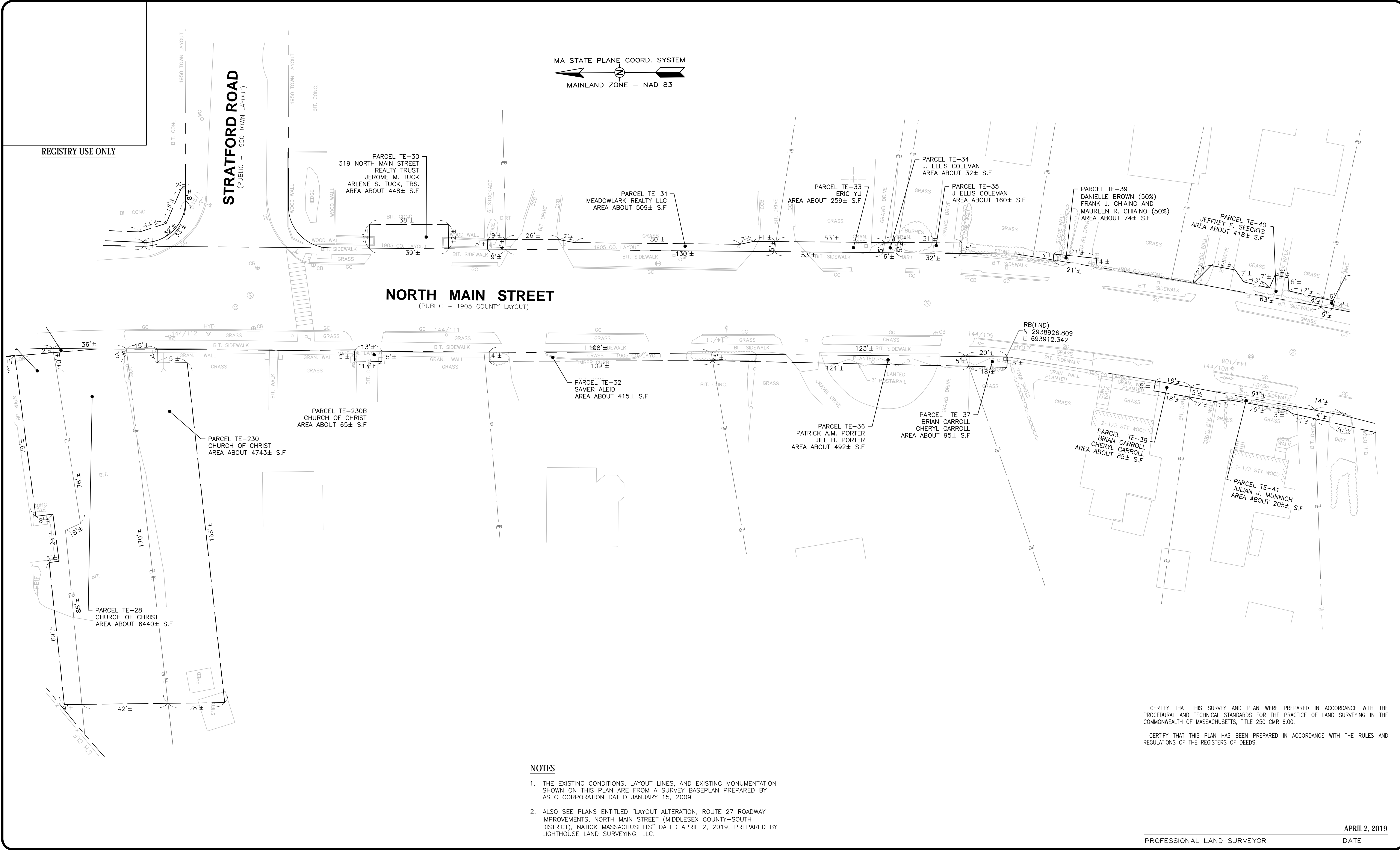
DATE:

APRIL 2, 2019

2 OF 20

SHEET NO. **2**

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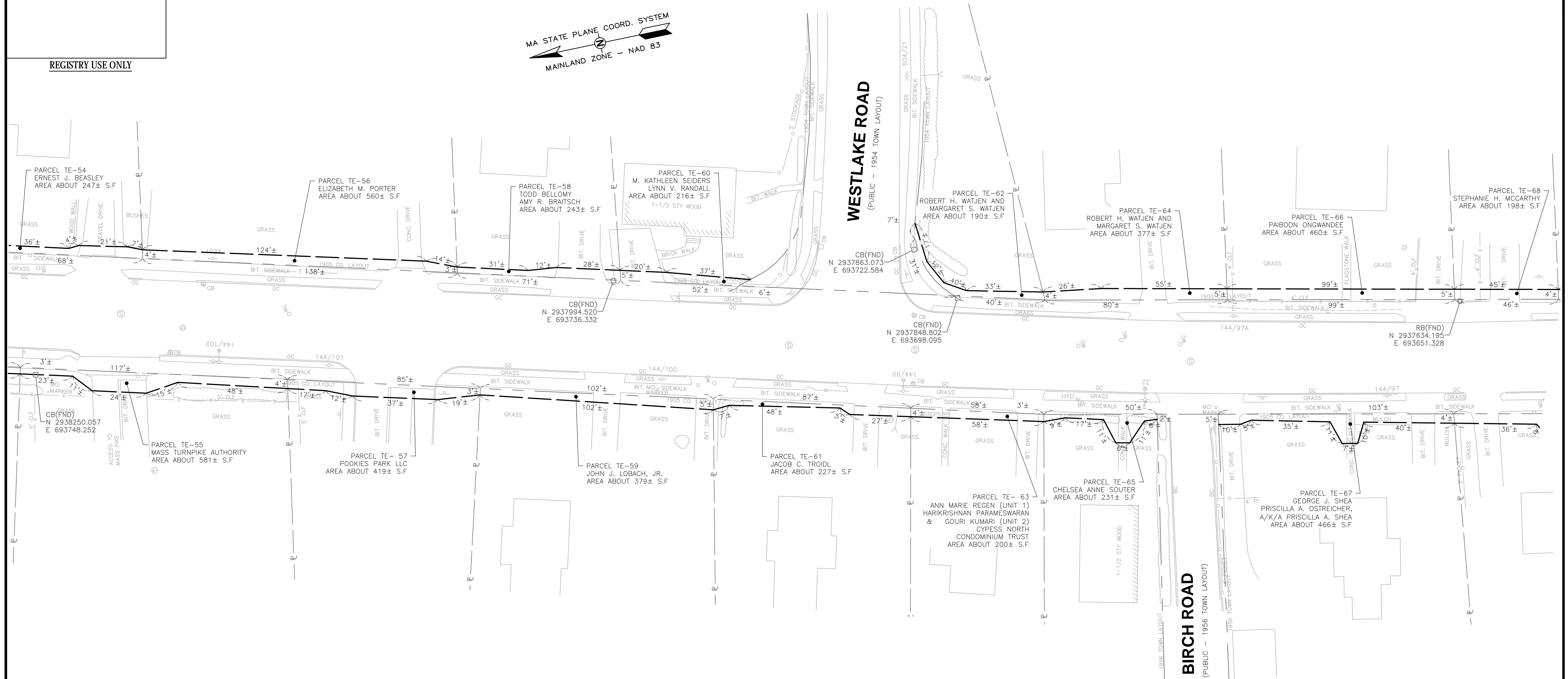


REGISTRY USE ONLY

MA STATE PLANE COORD. SYSTEM

MAINLAND ZONE - NAD 83

The diagram shows a horizontal line with a circle containing the letter 'Z' in the center. Above the line, the text 'MA STATE PLANE COORD. SYSTEM' is written. Below the line, the text 'MAINLAND ZONE - NAD 83' is written. The line has arrowheads at both ends.



I CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS, TITLE 250 CMR 6.00.

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.



APRIL 2, 2019

PROFESSIONAL LAND SURVEYOR

DATE _____

NOTES

1. THE EXISTING CONDITIONS, LAYOUT LINES, AND EXISTING MONUMENTATION SHOWN ON THIS PLAN ARE FROM A SURVEY BASEPLAN PREPARED BY ASEC CORPORATION DATED JANUARY 15, 2009
2. ALSO SEE PLANS ENTITLED "LAYOUT ALTERATION, ROUTE 27 ROADWAY IMPROVEMENTS, NORTH MAIN STREET (MIDDLESEX COUNTY-SOUTH DISTRICT), NATICK MASSACHUSETTS" DATED APRIL 2, 2019, PREPARED BY LIGHTHOUSE LAND SURVEYING, LLC.

PREPARED BY:



Lighthouse Land Surveying, LLC

75 KIMBERLY ROAD - TAUNTON, MASSACHUSETTS

Tel. 508 - 287 - 0896

website: www.lighthouseandsurveying.com

PROJECT:

ROUTE 27 ROADWAY IMPROVEMENTS NORTH MAIN STREET

(MIDDLESEX COUNTY - SOUTH DISTRICT)
NATICK, MASSACHUSETTS

|| TITLE:

EASEMENT PLAN

PREPARED FOR:

BETA Group, Inc
315 Norwood Park South - 2nd Floor
Norwood, MA 02062

DATE: _____

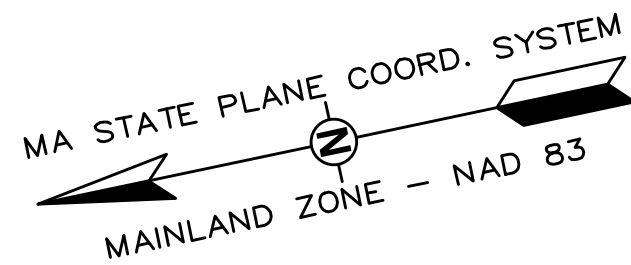
APRIL 2, 2019

5 OF 20

HEET NO. **5**

EASE_NORTH_R2.DWG

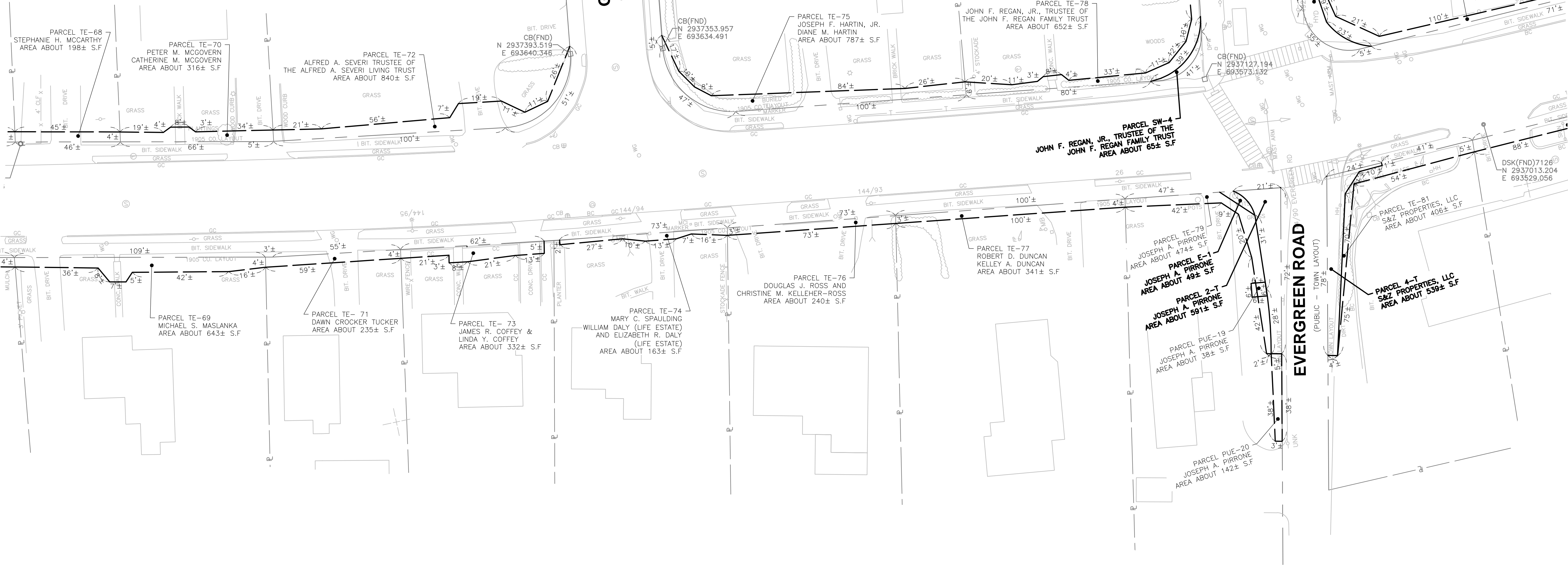
REGISTRY USE ONLY



GORDON ROAD
(PUBLIC - 1971 TOWN LAYOUT)

EAST EVERGREEN ROAD
(PUBLIC - TOWN LAYOUT)

EVERGREEN ROAD
(PUBLIC - TOWN LAYOUT)



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APRIL 2, 2019

PROFESSIONAL LAND SURVEYOR

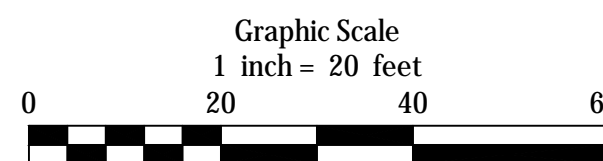
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REVISIONS:			
REV #	DATE	ISSUED FOR REVIEW	DESCRIPTION
0			

DRWN BY: JAW
CHK'D BY: ZRB
APRVD BY: RWR



PREPARED BY:



LIGHTHOUSE LAND SURVEYING, LLC

75 KIMBERLY ROAD - TAUNTON, MASSACHUSETTS

Tel. 508 - 287 - 0896

website: www.lighthouselandsurveying.com

PROJECT:

ROUTE 27 ROADWAY IMPROVEMENTS
NORTH MAIN STREET

(MIDDLESEX COUNTY - SOUTH DISTRICT)
NATICK, MASSACHUSETTS

TITLE:

EASEMENT PLAN

PREPARED FOR:

BETA Group, Inc
315 Norwood Park South - 2nd Floor
Norwood, MA 02062

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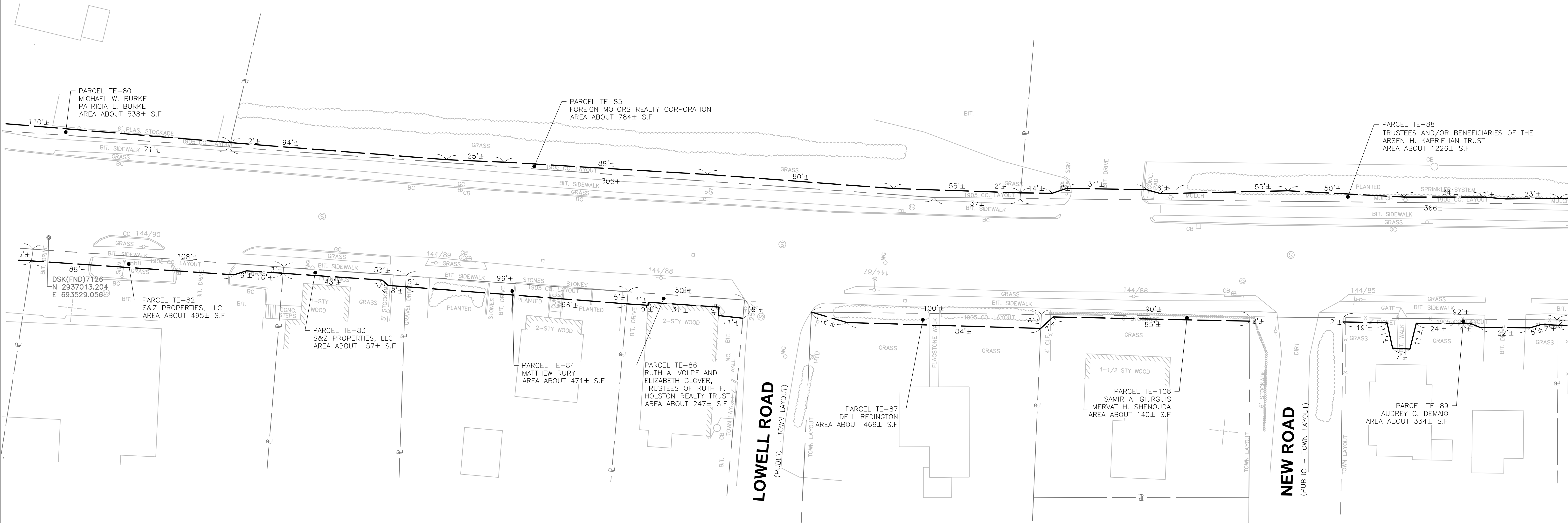
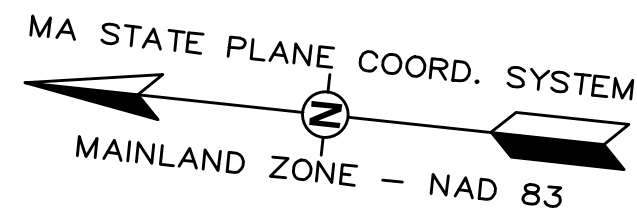
APRIL 2, 2019

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SHEET NO. 6

EASE_NORTH_R2.DWG

REGISTRY USE ONLY



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PROFESSIONAL LAND SURVEYOR

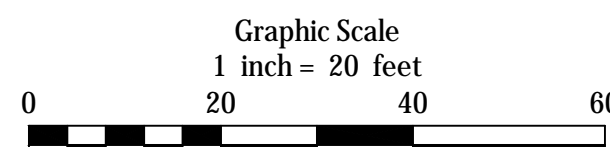
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DRWN BY: JAW
CHK'D BY: ZRB
APRVD BY: RWR



PREPARED BY:
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75 KIMBERLY ROAD - TAUNTON, MASSACHUSETTS
Tel. 508 - 287 - 0896
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PROJECT:
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NORTH MAIN STREET**
(MIDDLESEX COUNTY - SOUTH DISTRICT)
NATICK, MASSACHUSETTS

TITLE:
EASEMENT PLAN

PREPARED FOR:
BETA Group, Inc
315 Norwood Park South - 2nd Floor
Norwood, MA 02062

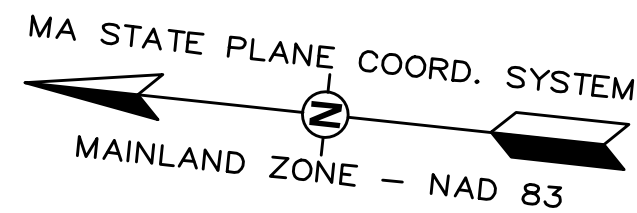
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APRIL 2, 2019

7 OF 20

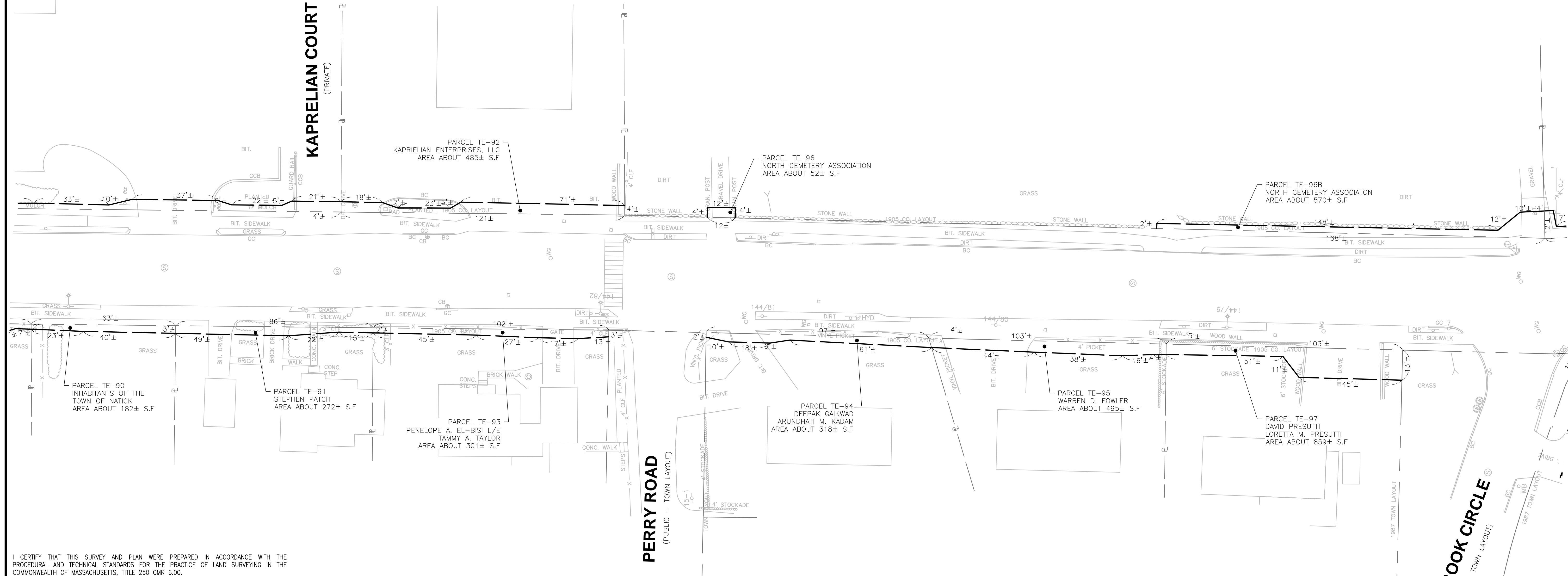
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EASE_NORTH_R2.DWG

REGISTRY USE ONLY



KAPRELIAN COURT
(PRIVATE)



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APRIL 2, 2019

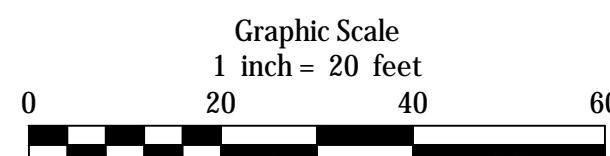
PROFESSIONAL LAND SURVEYOR

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PREPARED BY:

LIGHTHOUSE LAND SURVEYING, LLC

75 KIMBERLY ROAD - TAUNTON, MASSACHUSETTS
Tel. 508 - 287 - 0896
website: www.lighthouselandsurveying.com

PROJECT:

**ROUTE 27 ROADWAY IMPROVEMENTS
NORTH MAIN STREET**

(MIDDLESEX COUNTY - SOUTH DISTRICT)
NATICK, MASSACHUSETTS

TITLE:

EASEMENT PLAN

PREPARED FOR:

BETA Group, Inc
315 Norwood Park South - 2nd Floor
Norwood, MA 02062

DATE:

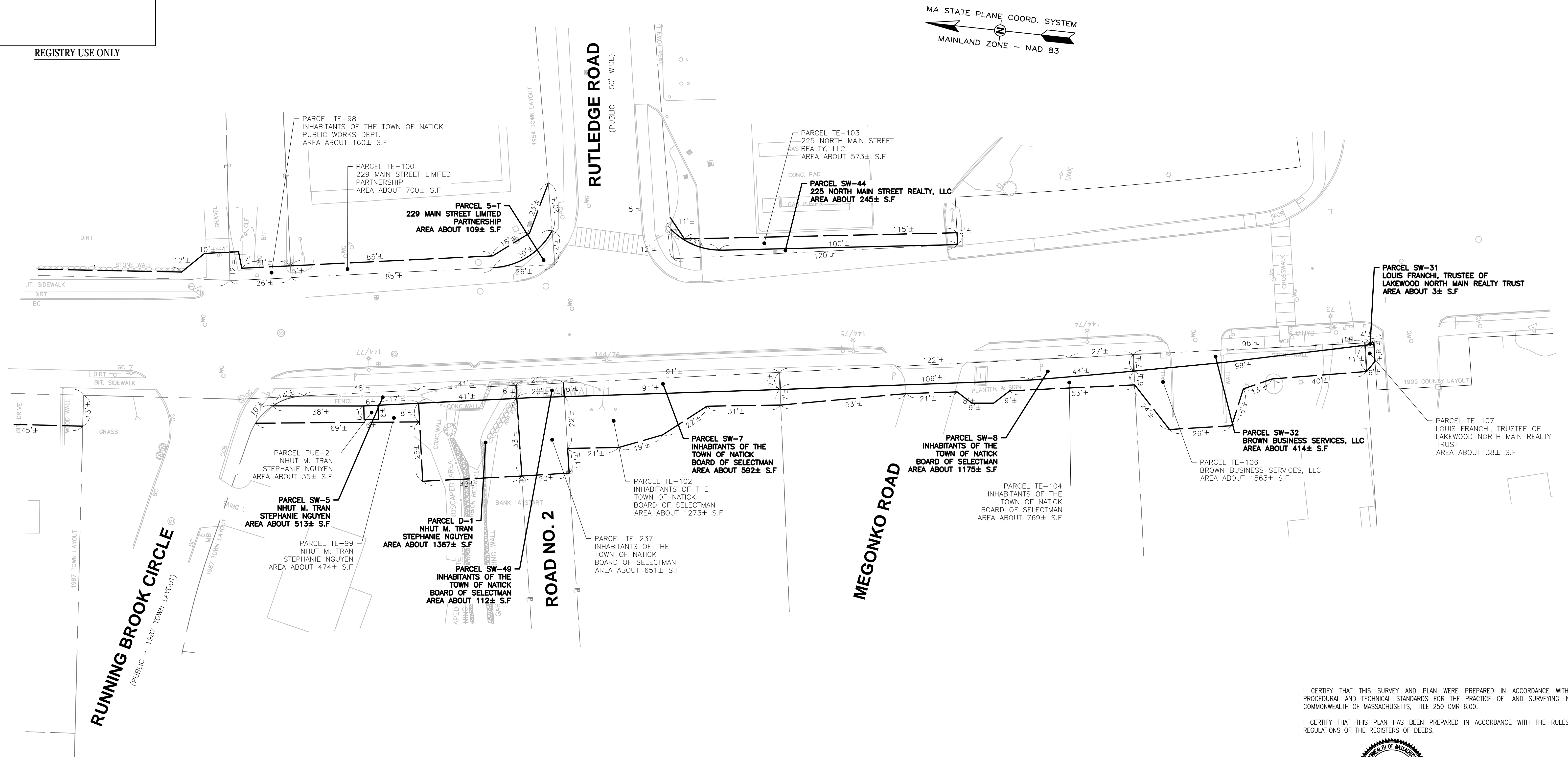
APRIL 2, 2019

8 OF 20

SHEET NO. 8

EASE_NORTH_R2.DWG

REGISTRY USE ONLY



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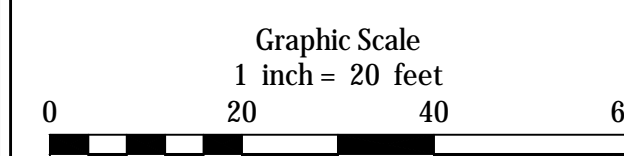


PROFESSIONAL LAND SURVEYOR _____ DATE APRIL 2, 2019

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		REVISIONS:		
DRWN BY:	JAW			
CHK'D BY:	ZRB			
APRVD BY:	RWR			
	O	DATE	ISSUED FOR REVIEW	
	REF #	DATE	DESCRIPTION	



PREPARED BY:

 **LIGHTHOUSE LAND SURVEYING, LLC**
75 KIMBERLY ROAD - TAUNTON, MASSACHUSETTS
Tel. 508 - 287 - 0896
website: www.lighthouselandsurveying.com

PROJECT:

ROUTE 27 ROADWAY IMPROVEMENTS
NORTH MAIN STREET
(MIDDLESEX COUNTY - SOUTH DISTRICT)
NATICK, MASSACHUSETTS

TITLE:	EASEMENT PLAN
PREPARED FOR:	BETA Group, Inc 315 Norwood Park South - 2nd Floor Norwood, MA 02062

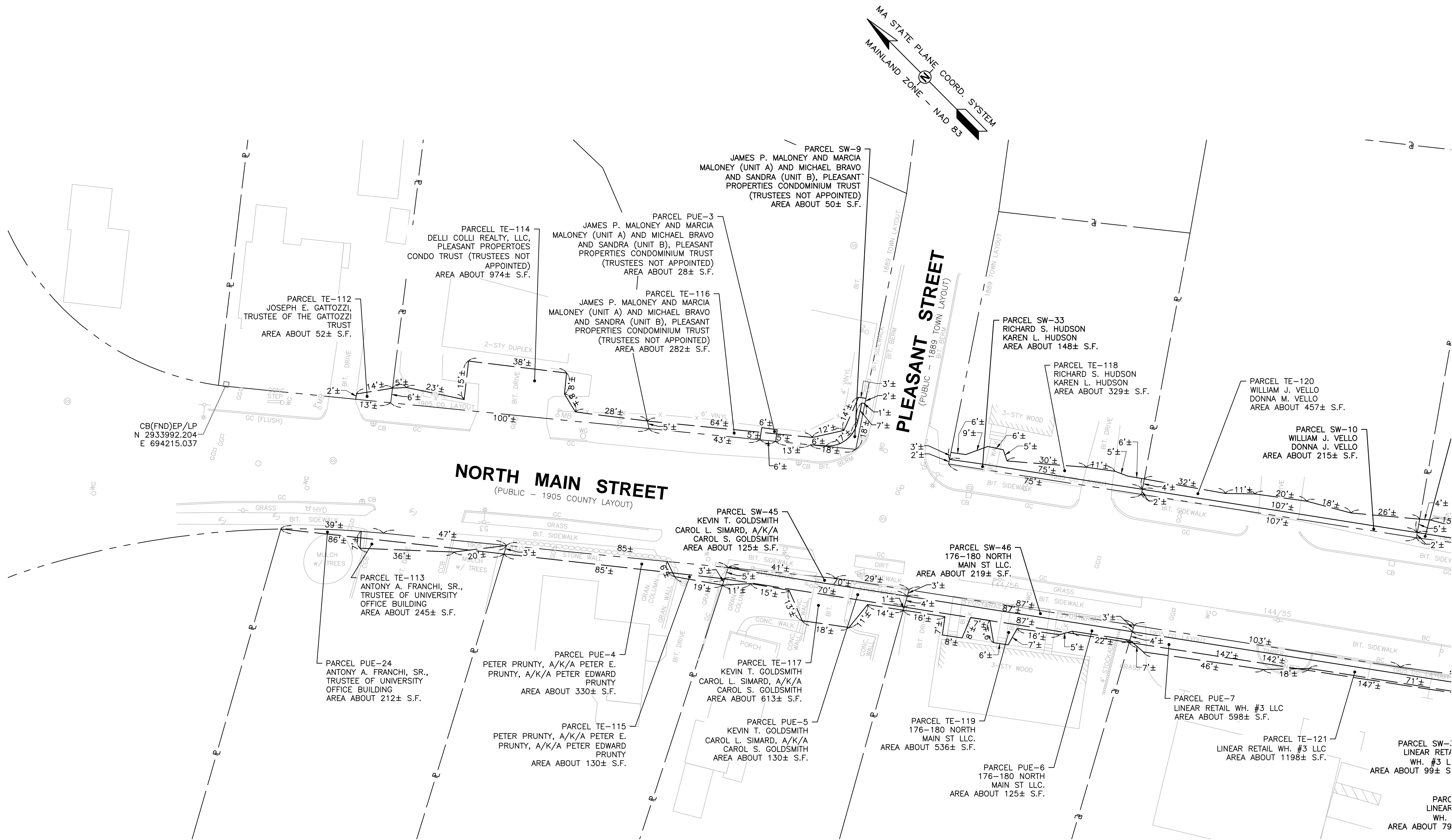
DATE: APRIL 2, 2019

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SHEET NO.: 9

CASE_NORTH_R2.DWG

REGISTRY USE ONLY



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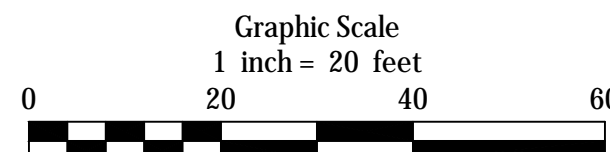


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APRIL 2, 2019
PROFESSIONAL LAND SURVEYOR
DATE

REVISIONS:			
REV #	DATE	DESCRIPTION	ISSUED FOR REVIEW
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PREPARED BY:
LIGHTHOUSE LAND SURVEYING, LLC
75 KIMBERLY ROAD - TAUNTON, MASSACHUSETTS
Tel. 508 - 287 - 0896
website: www.lighthouselandsurveying.com

PROJECT:
ROUTE 27 ROADWAY IMPROVEMENTS
NORTH MAIN STREET
(MIDDLESEX COUNTY - SOUTH DISTRICT)
NATICK, MASSACHUSETTS

TITLE:
EASEMENT PLAN

PREPARED FOR:
BETA Group, Inc
315 Norwood Park South - 2nd Floor
Norwood, MA 02062

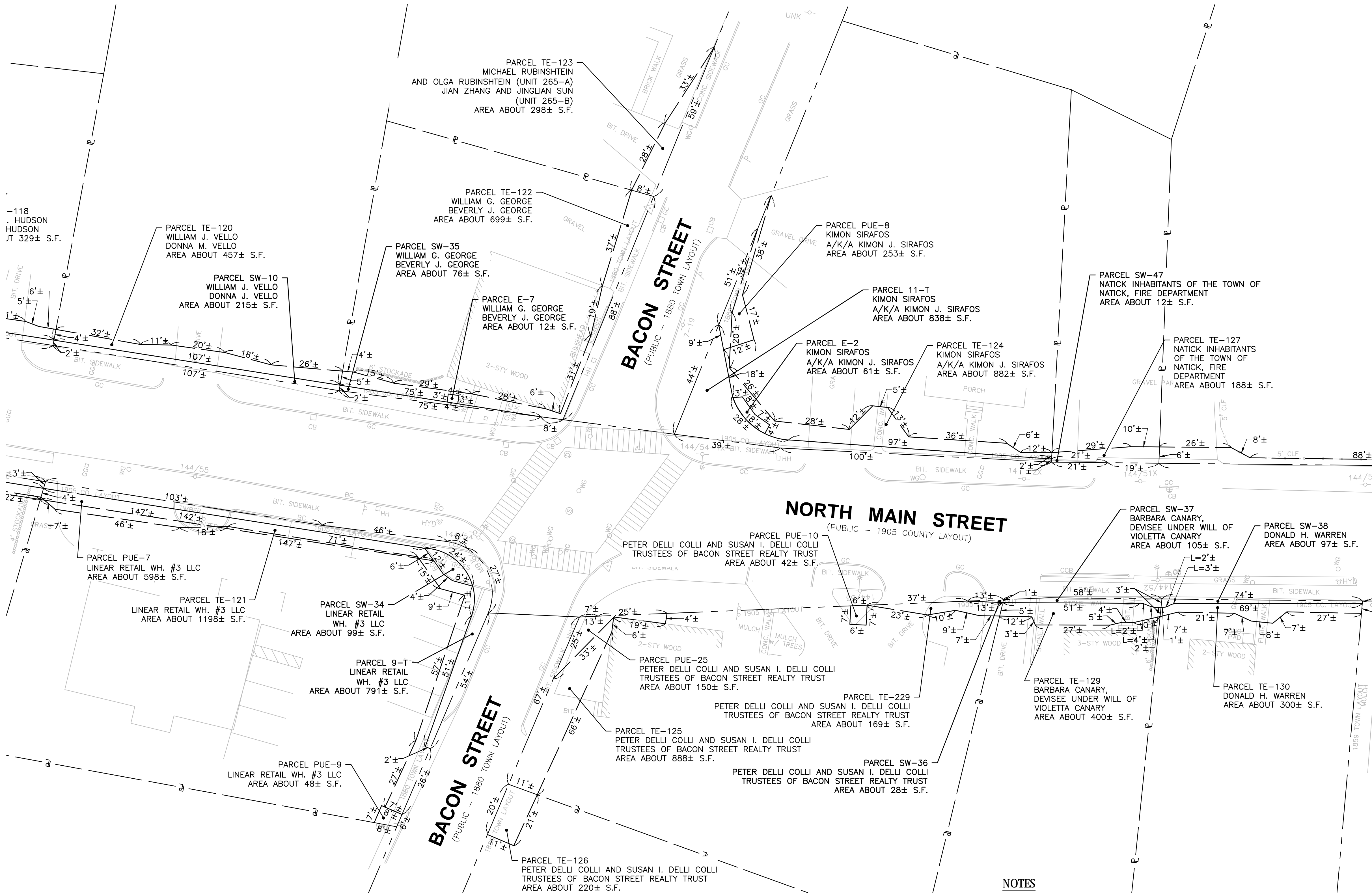
DATE:
APRIL 2, 2019

10 OF 20
SHEET NO.: **10**

EASE-SOUTH_L1.DWG

REGISTRY USE ONLY

MA STATE PLANE COORD. SYSTEM
MAINLAND ZONE - NAD 83



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APRIL 2, 2019

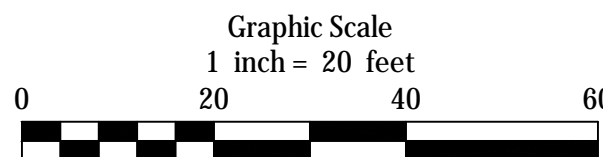
PROFESSIONAL LAND SURVEYOR

DATE

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PREPARED BY:

LIGHTHOUSE LAND SURVEYING, LLC

75 KIMBERLY ROAD - TAUNTON, MASSACHUSETTS
Tel. 508 - 287 - 0896
website: www.lighthouselandsurveying.com

PROJECT:

**ROUTE 27 ROADWAY IMPROVEMENTS
NORTH MAIN STREET**

(MIDDLESEX COUNTY - SOUTH DISTRICT)
NATICK, MASSACHUSETTS

TITLE:

EASEMENT PLAN

PREPARED FOR:

BETA Group, Inc
315 Norwood Park South - 2nd Floor
Norwood, MA 02062

DATE:

APRIL 2, 2019

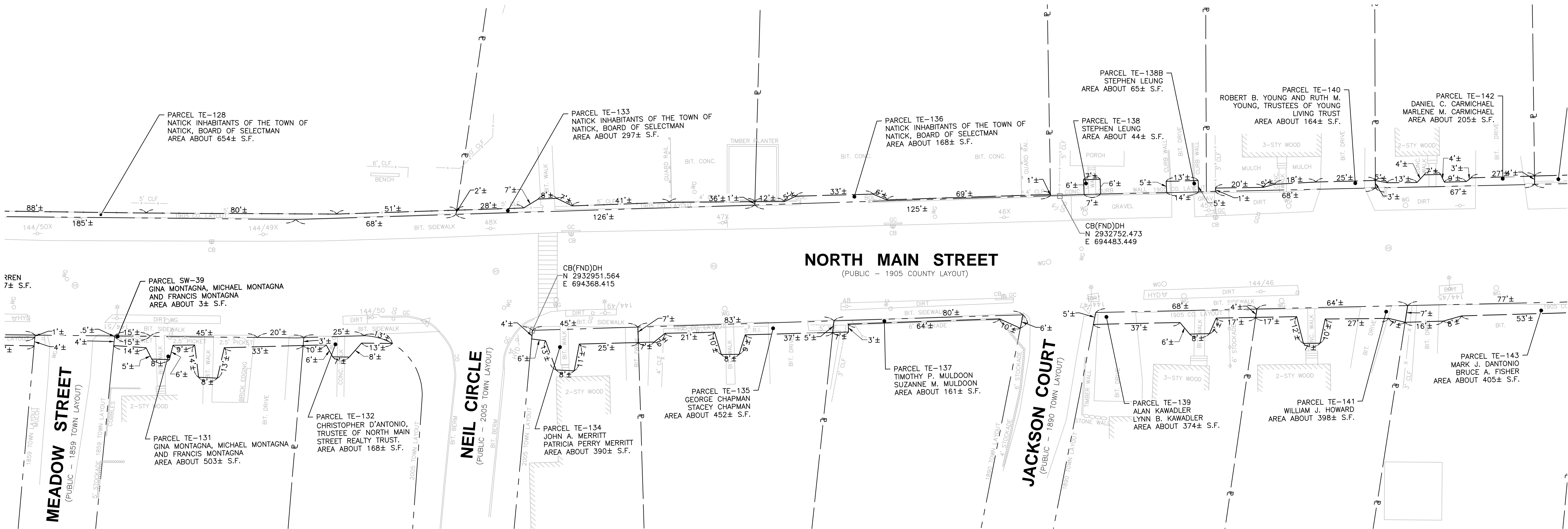
11 OF 20

SHEET NO.: 11

EASE_SOUTH_LRI.DWG

MA STATE PLANE COORD. SYSTEM
MAINLAND ZONE - NAD 83

REGISTRY USE ONLY



I CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS, TITLE 250 CMR 6.00.

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APRIL 2, 2019

PROFESSIONAL LAND SURVEYOR

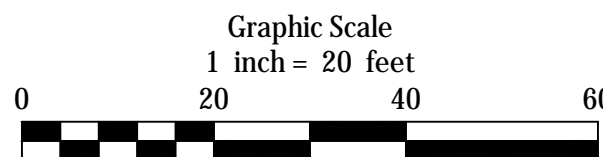
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DRWN BY: JAW
CHK'D BY: ZRB
APRVD BY: RWR



PREPARED BY:



LIGHTHOUSE LAND SURVEYING, LLC

75 KIMBERLY ROAD - TAUNTON, MASSACHUSETTS

Tel. 508 - 287 - 0896

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(MIDDLESEX COUNTY - SOUTH DISTRICT)
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BETA Group, Inc
315 Norwood Park South - 2nd Floor
Norwood, MA 02062

DATE:

APRIL 2, 2019

12 OF 20

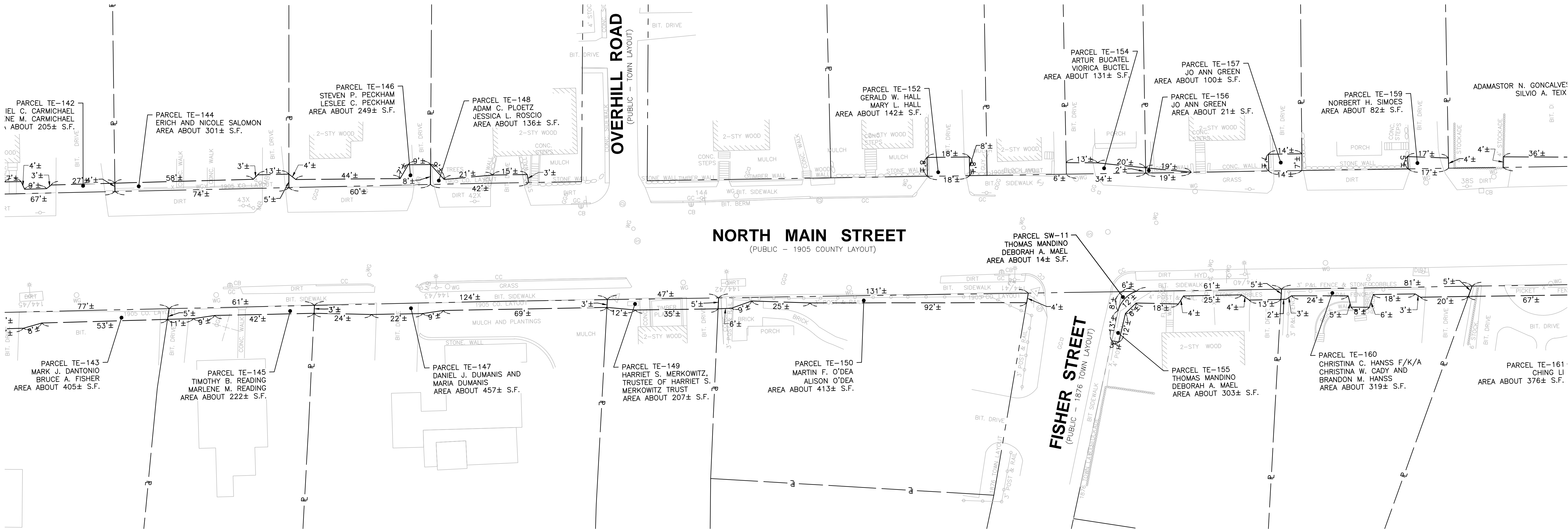
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EASE_SOUTH_LR1.DWG

MA STATE PLANE COORD. SYSTEM
MAINLAND ZONE - NAD 83

REGISTRY USE ONLY



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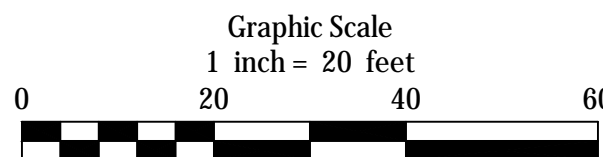
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PROFESSIONAL LAND SURVEYOR DATE

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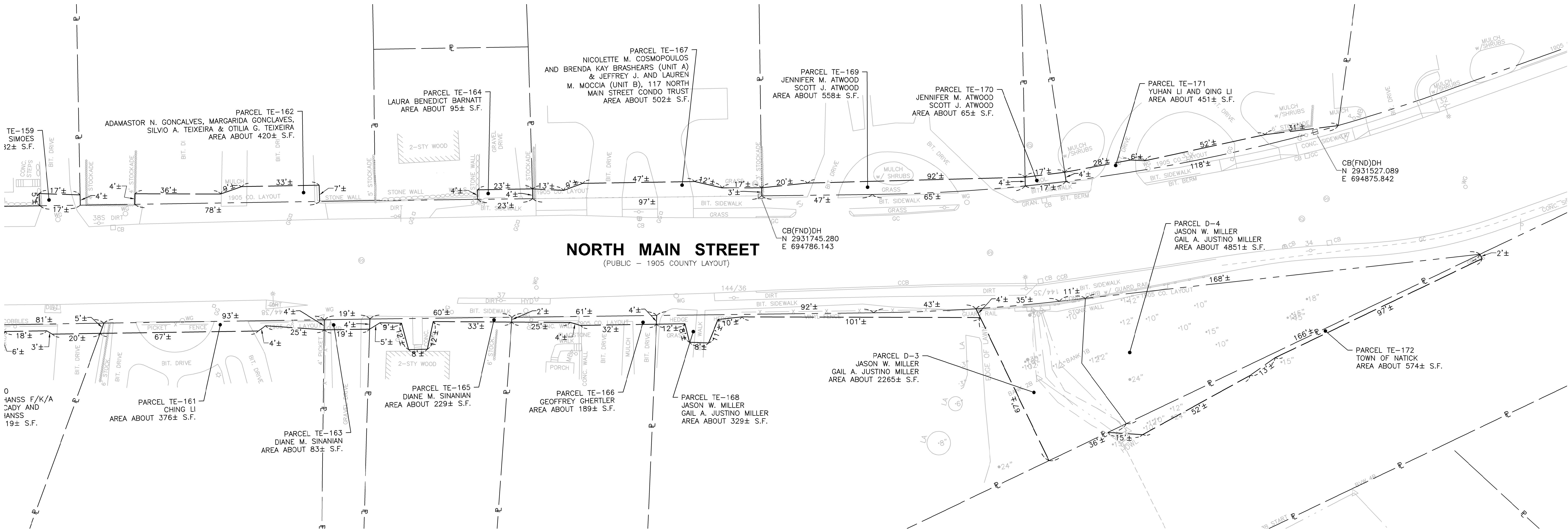
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13 OF **20**
SHEET NO.: **13**

EASE_SOUTH_LRI1.DWG

MA STATE PLANE COORD. SYSTEM
MAINLAND ZONE - NAD 83

REGISTRY USE ONLY



NORTH MAIN STREET
(PUBLIC - 1905 COUNTY LAYOUT)

I CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS, TITLE 250 CMR 6.00.

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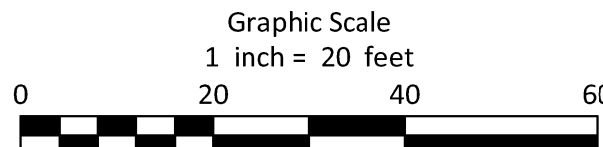


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PREPARED BY:
LIGHTHOUSE LAND SURVEYING, LLC
75 KIMBERLY ROAD - TAUNTON, MASSACHUSETTS
Tel. 508 - 287 - 0896
website: www.lighthouselandsurveying.com

PROJECT:
**ROUTE 27 ROADWAY IMPROVEMENTS
NORTH MAIN STREET
(MIDDLESEX COUNTY - SOUTH DISTRICT)
NATICK, MASSACHUSETTS**

TITLE:
EASEMENT PLAN

PREPARED FOR:
**BETA Group, Inc
315 Norwood Park South - 2nd Floor
Norwood, MA 02062**

DATE:
APRIL 2, 2019

14 OF 20
SHEET NO.: **14**

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MAINLAND ZONE - NAD 83



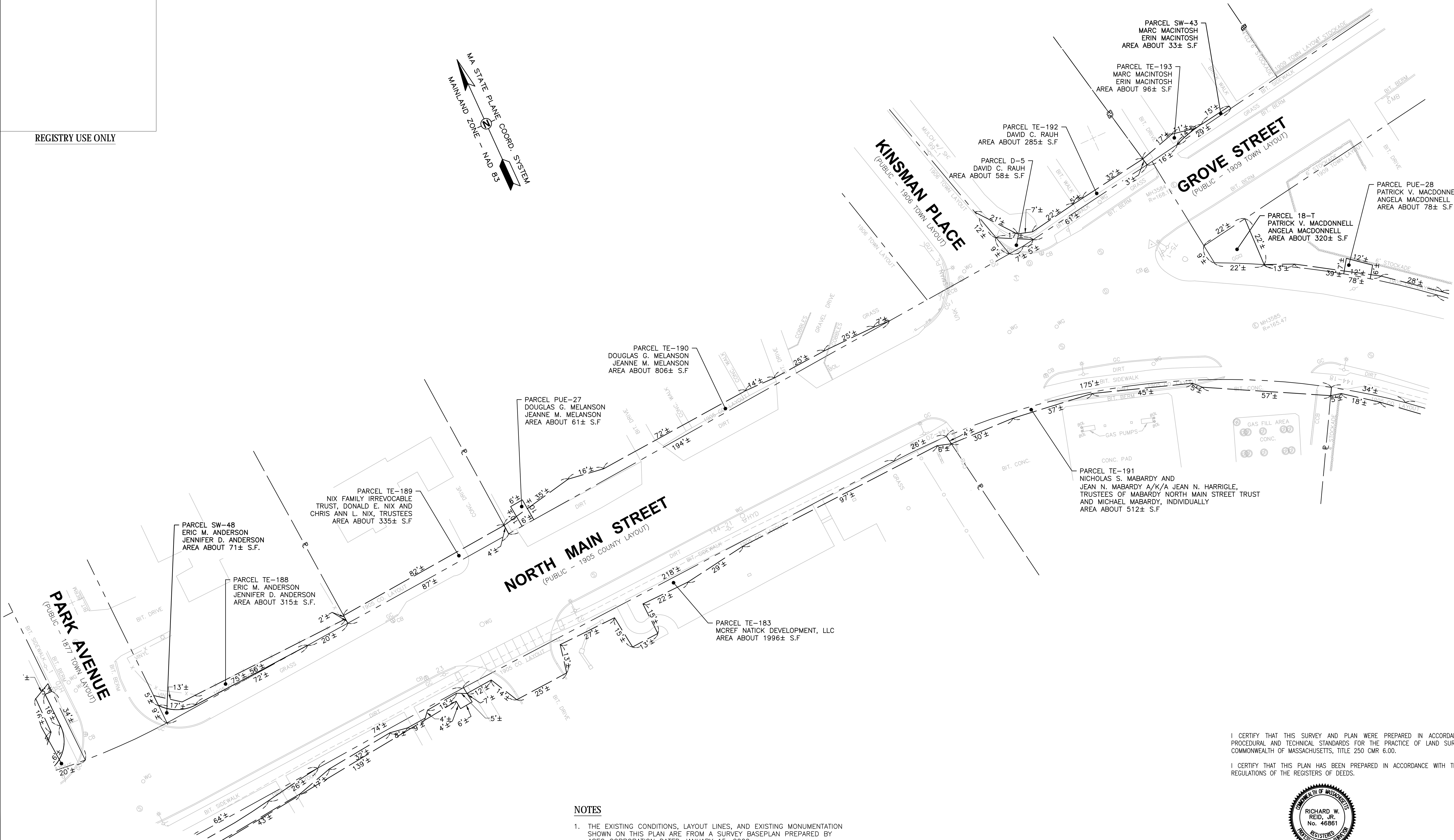
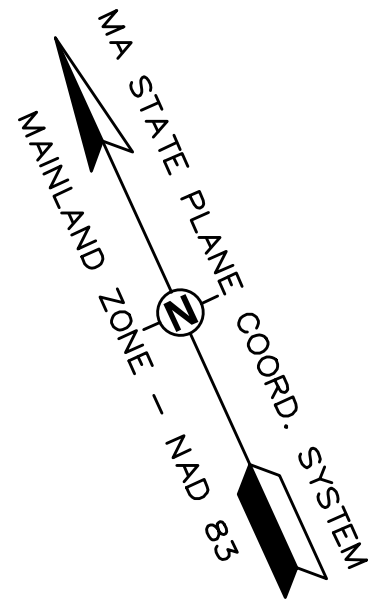
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DRWN BY: JAW			
CHK'D BY: ZRB			
APRVD BY: RWR			
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REGISTRY USE ONLY



NOTES

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2. ALSO SEE PLANS ENTITLED "LAYOUT ALTERATION, ROUTE 27 ROADWAY IMPROVEMENTS, NORTH MAIN STREET (MIDDLESEX COUNTY-SOUTH DISTRICT), NATICK MASSACHUSETTS" DATED APRIL 2, 2019, PREPARED BY LIGHTHOUSE LAND SURVEYING, LLC.

I CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS, TITLE 250 CMR 6.00.

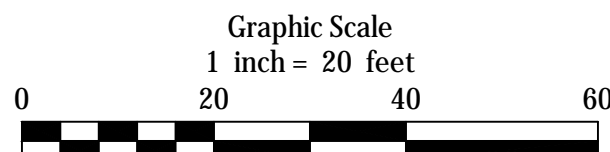
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APRIL 2, 2019
PROFESSIONAL LAND SURVEYOR
DATE

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NATICK, MASSACHUSETTS

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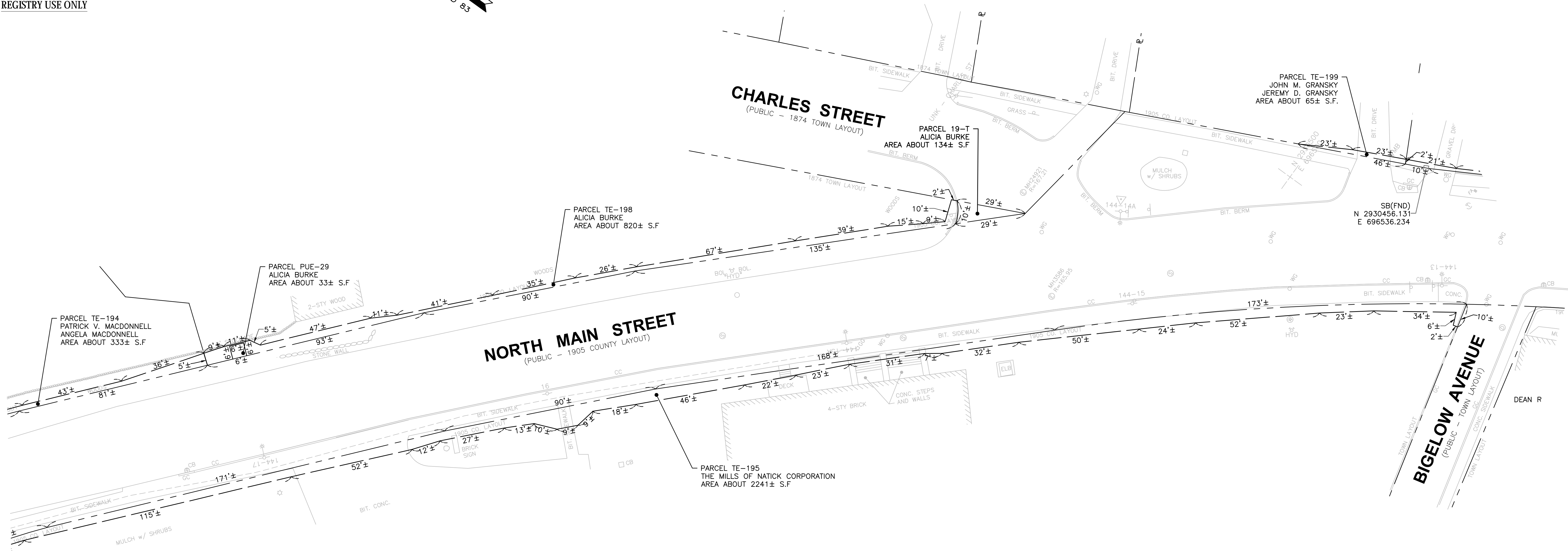
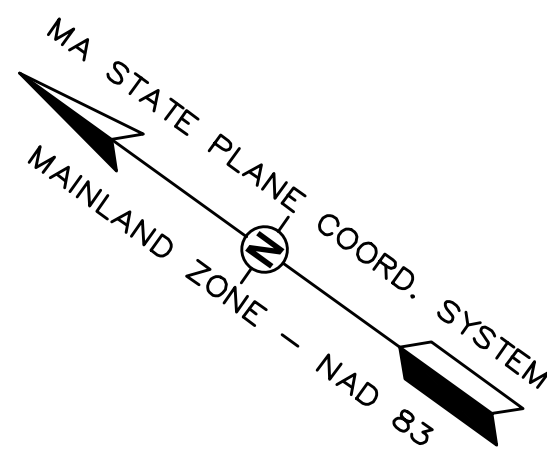
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APRIL 2, 2019

16 OF 20
SHEET NO.: 16

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REGISTRY USE ONLY



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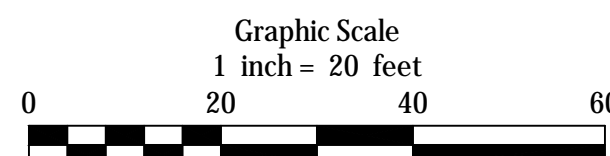
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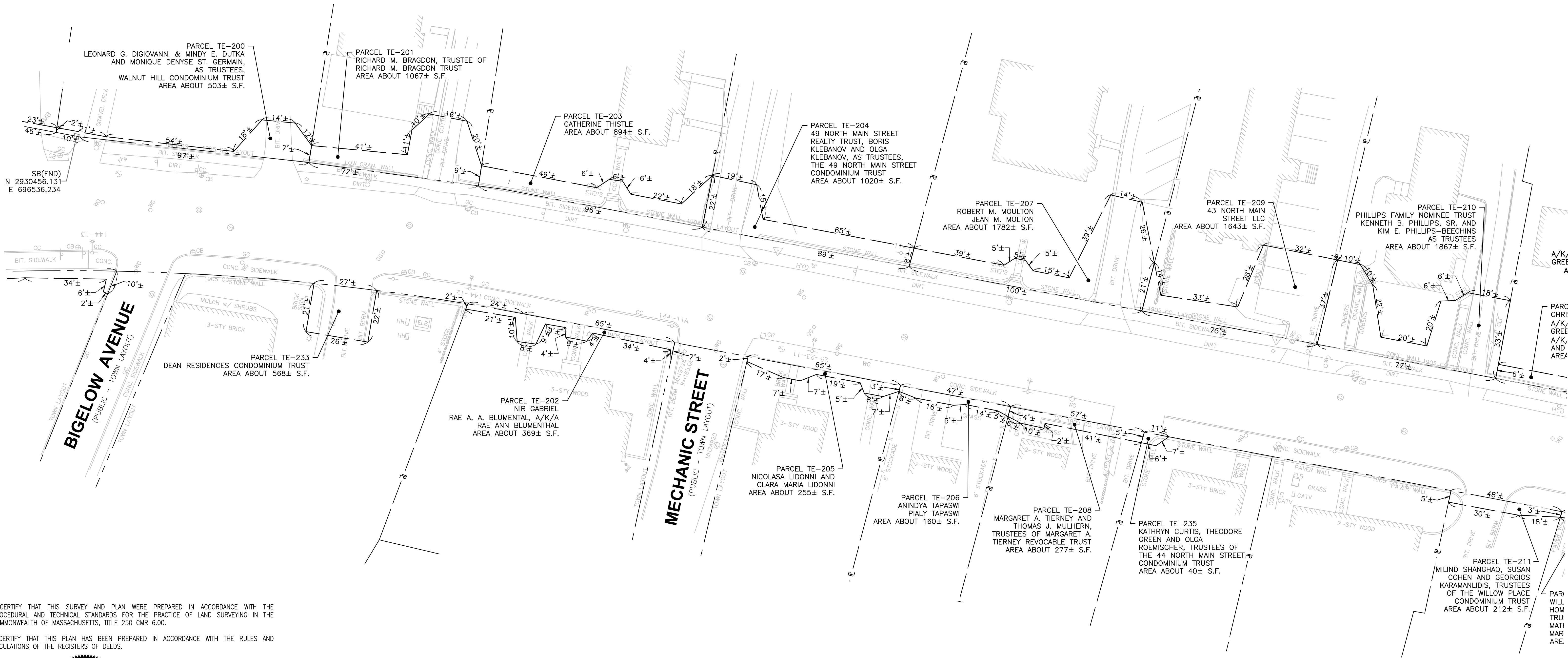
17 OF 20

SHEET NO.: 17

EASE_SOUTH_L1.DWG

MA STATE PLANE COORD. SYSTEM
MAINLAND ZONE - NAD 83

REGISTRY USE ONLY



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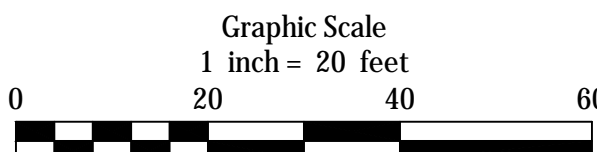


PROFESSIONAL LAND SURVEYOR
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NORTH MAIN STREET**

(MIDDLESEX COUNTY - SOUTH DISTRICT)
NATICK, MASSACHUSETTS

TITLE:

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BETA Group, Inc
315 Norwood Park South - 2nd Floor
Norwood, MA 02062

DATE:

APRIL 2, 2019

18 OF 20

SHEET NO.: **18**

EASE_SOUTH_L1.DWG

MA STATE PLANE COORD. SYSTEM
MAINLAND ZONE - NAD 83

REGISTRY USE ONLY



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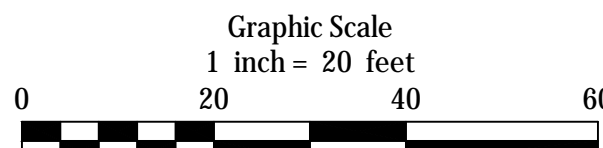


APRIL 2, 2019
PROFESSIONAL LAND SURVEYOR DATE

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DRWN BY:	JAW		
CHK'D BY:	ZRB		
APRVD BY:	RWR		
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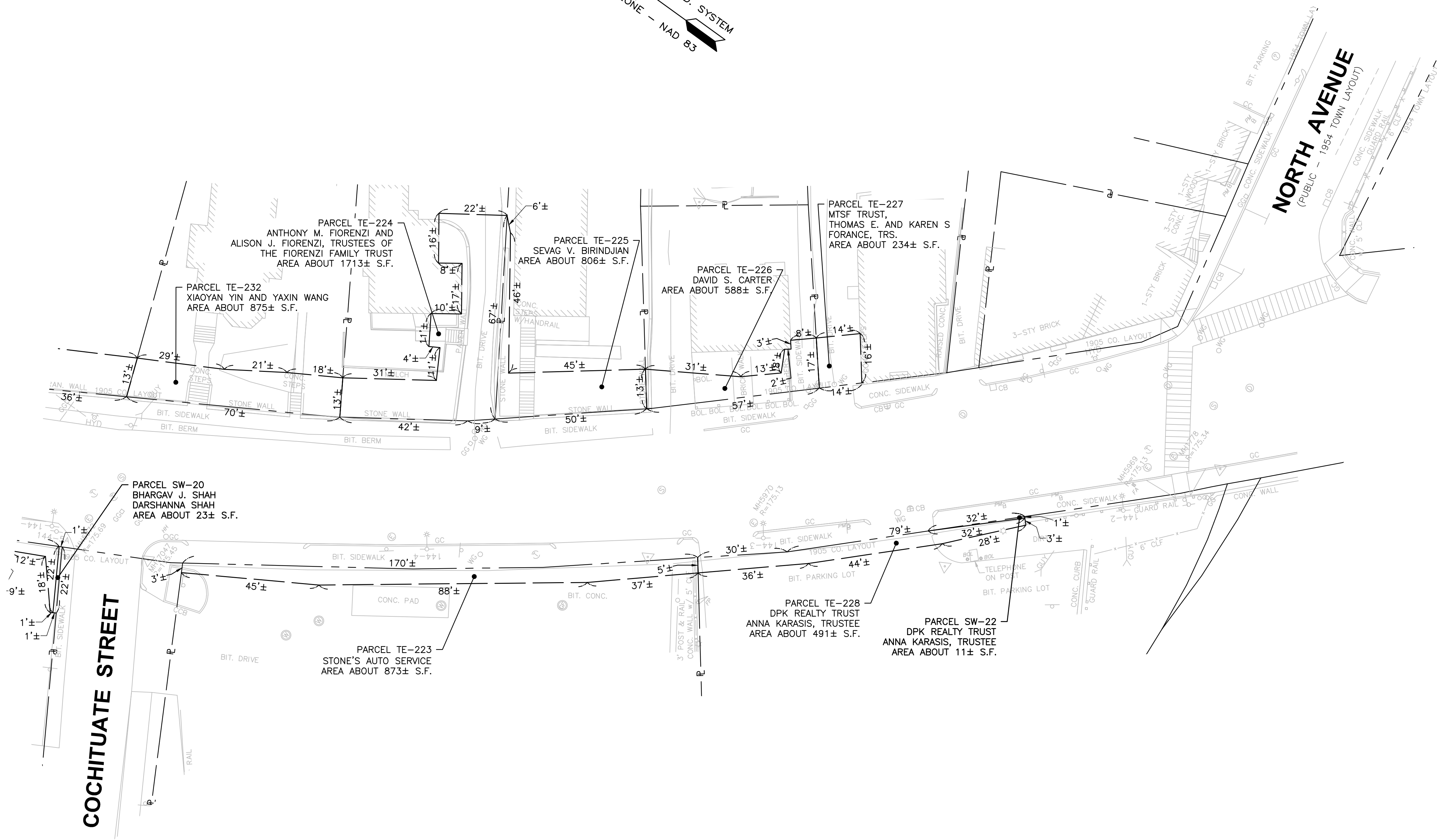
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19 OF 20
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MA STATE PLANE COORD. SYSTEM
MAINLAND ZONE - NAD 83

REGISTRY USE ONLY



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APRIL 2, 2019

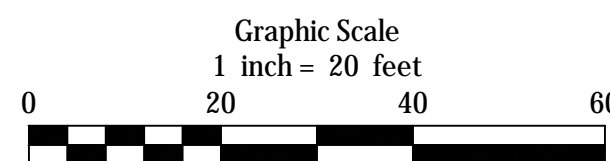
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Norwood, MA 02062

DATE:

APRIL 2, 2019

20 OF 20

SHEET NO.: 20

EASE_SOUTH_LR1.DWG

Below is a proposed Motion:

I move that the Board vote to approve and execute the Order of Taking [REDACTED]
[REDACTED] for the Route 27 (North Main Street) project, and
authorize said documents to be recorded with the Middlesex South Registry of Deeds
and filed with the Middlesex South District of the Land Court, and, further, authorize the
Treasurer, or the Treasurer's designee, to compensate the owners in accordance with the
appraisals conducted of the affected properties.

ITEM TITLE: Vote on the Dedication of Municipal Parcels for the Route 27 (North Main Street) Project

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Dedication of Municipal Parcels	6/7/2019	Cover Memo
Certificate of Vote	6/7/2019	Cover Memo
Easement Plans	6/7/2019	Cover Memo
Proposed Motion	6/10/2019	Cover Memo

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

TOWN OF NATICK

DEDICATION OF MUNICIPAL PARCELS

We, the undersigned Board of Selectmen of the Town of Natick, duly authorized, pursuant to the vote taken under Article 25 of the 2018 Spring Annual Town Meeting, a certified copy of which is attached hereto and incorporated herein, hereby dedicate the following parcels of land for the Route 27 (North Main Street) Roadway Improvements project, for the purposes stated below, said parcels depicted on a plan entitled “Easement Plan Route 27 Roadway Improvements North Main Street (Middlesex County – South District) Natick, Massachusetts,” dated April 2, 2019, prepared by Lighthouse Land Surveying, LLC, recorded with the Middlesex South Registry of Deeds in Plan Book ____, Plan ____, as follows:

HW-11 (49 S.F.) Permanent Roadway Easement; HW-12 (197 S.F.) Permanent Roadway Easement; HW-13 (1,084 S.F.) Permanent Roadway Easement; SW-7 (592 S.F.) Permanent Sidewalk Easement; SW-8 (1,175 S.F.) Permanent Sidewalk Easement; SW-13 (641 S.F.) Permanent Sidewalk Easement; SW-14 (87 S.F.) Permanent Sidewalk Easement; SW-15 (12 S.F.) Permanent Sidewalk Easement; SW-25 (2 S.F.) Permanent Sidewalk Easement; SW-47 (12 S.F.) Permanent Sidewalk Easement; SW-49 (112 S.F.) Permanent Sidewalk Easement; PUE-30 (305 S.F.) Permanent Aerial Easement and Guy Wire; TE-16 (193 S.F.) Temporary Construction Easement; TE-90 (182 S.F.) Temporary Construction Easement; TE-98 (160 S.F.) Temporary Construction Easement; TE-102 (1,273 S.F.) Temporary Construction Easement; TE-104 (769 S.F.) Temporary Construction Easement; TE-127 (188 S.F.) Temporary Construction Easement; TE-128 (654 S.F.) Temporary Construction Easement; TE-133 (297 S.F.) Temporary Construction Easement; TE-136 (168 S.F.) Temporary Construction Easement; TE-172 (574 S.F.) Temporary Construction Easement; TE-173 (1,668 S.F.) Temporary Construction Easement; TE-174 (233 S.F.) Temporary Construction Easement; TE-175 (642 S.F.) Temporary Construction Easement and TE-237 (651 S.F.) Temporary Construction Easement.

The temporary construction easements are taken for the purpose of undertaking the project, including, without limitation, constructing, operating, improving, maintaining, repairing, replacing, relocating, realigning and/or reconstructing roads, sidewalks, slopes of excavation and/or embankments, driveways, retaining walls, stone walls, landscaping, loaming, planting trees, seeding, paving and/or erosion control, which temporary construction easements shall terminate automatically five (5) years from the date on which this Dedication is recorded with the Middlesex South Registry of Deeds without the necessity of recording any instrument with said Registry of Deeds. Nothing in this paragraph shall affect the permanent easements dedicated hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, we, the duly elected and qualified Board of Selectmen of the Town of Natick have hereunto set our hands and seals on this 10th day of June, 2019.

TOWN OF NATICK,
By its Board of Selectmen

Michael J. Hickey, Jr., Chair

Sue Salamoff, Vice Chair

Jonathan Freedman, Clerk

Karen Adelman-Foster

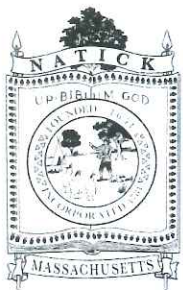
Richard P. Jennett, Jr.

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 10th day of June, 2019, before me, the undersigned Notary Public, personally appeared _____, member of the Natick Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Natick.

Notary Public
My Commission Expires:



TOWN OF NATICK

Diane B. Packer
Town Clerk
dpacker@natickma.org

CERTIFICATE OF VOTE

I, Diane Packer, Town Clerk of Natick Massachusetts, do hereby certify the following vote:

ARTICLE 25: North Main Street Right of Way Acquisition (Town Administrator)

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, taking by eminent domain, or otherwise, to accept a deed or deeds to the Town of fee simple, easements or other interests in any land, and to dedicate all or portions of Town owned parcels of land, necessary for the construction of the North Main Street roadway improvements project located on North Main Street (Route 27) from the Town Center to the Wayland town line, as shown and identified on a set of plans entitled "Massachusetts Department of Transportation Highway Division, Roadway Improvements Project, North Main Street (Route 27), In The Town of Natick In Middlesex County, Preliminary Right of Way Plans" dated March 20, 2017, prepared by BETA Group, Inc., as revised or amended. Further, to see what sum of money the Town will vote to raise and appropriate, borrow or transfer from available funds, to fund said purchase or takings along with all legal and appraisal costs associated with the obtaining any interests in land necessary for the construction of the North Main Street roadway improvements project;
Or otherwise act thereon.

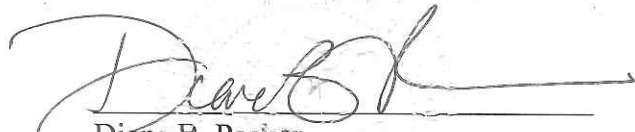
MOTION (Requires a two-thirds vote)

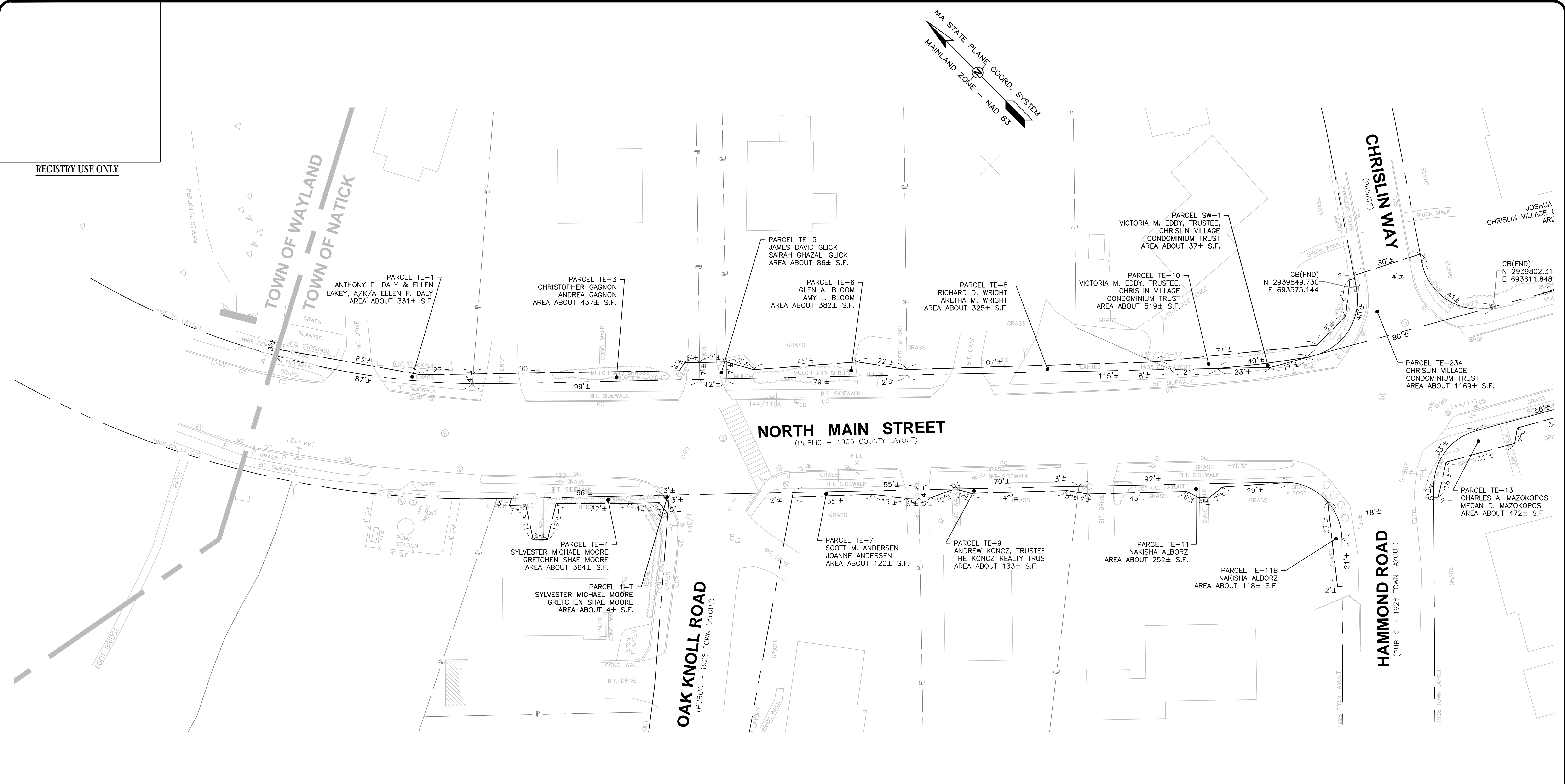
Moved by Mr. Evans, seconded by Mr. Hayes that the Town authorize the Board of Selectmen to acquire by gift, purchase, taking by eminent domain, or otherwise, to accept a deed or deeds to the Town of fee simple, easements or other interests in any land, and to dedicate all or portions of Town owned parcels of land, necessary for the construction of the North Main Street Roadway Improvements Project located on North Main Street (Route 27) from the Town Center to the Wayland town line, as shown and identified on a set of plans entitled "Massachusetts Department of Transportation Highway Division, Roadway Improvements Project, North Main Street (Route 27), In The Town of Natick In Middlesex County, Preliminary Right of Way Plans" dated March 20, 2017, prepared by BETA, Inc., as revised or amended.

Further, move that \$285,000 be appropriated from free cash under the direction of the Board of Selectmen to fund all legal and appraisal costs associated with obtaining any interests in land necessary for the construction of the North Main Street (Route 27) Roadway Improvements Project.

The main motion under Article 25 passed by a two-thirds vote (100-14-5).

This vote was taken at the April 26th session of the 2018 Spring Annual Town Meeting.


Diane B. Packer



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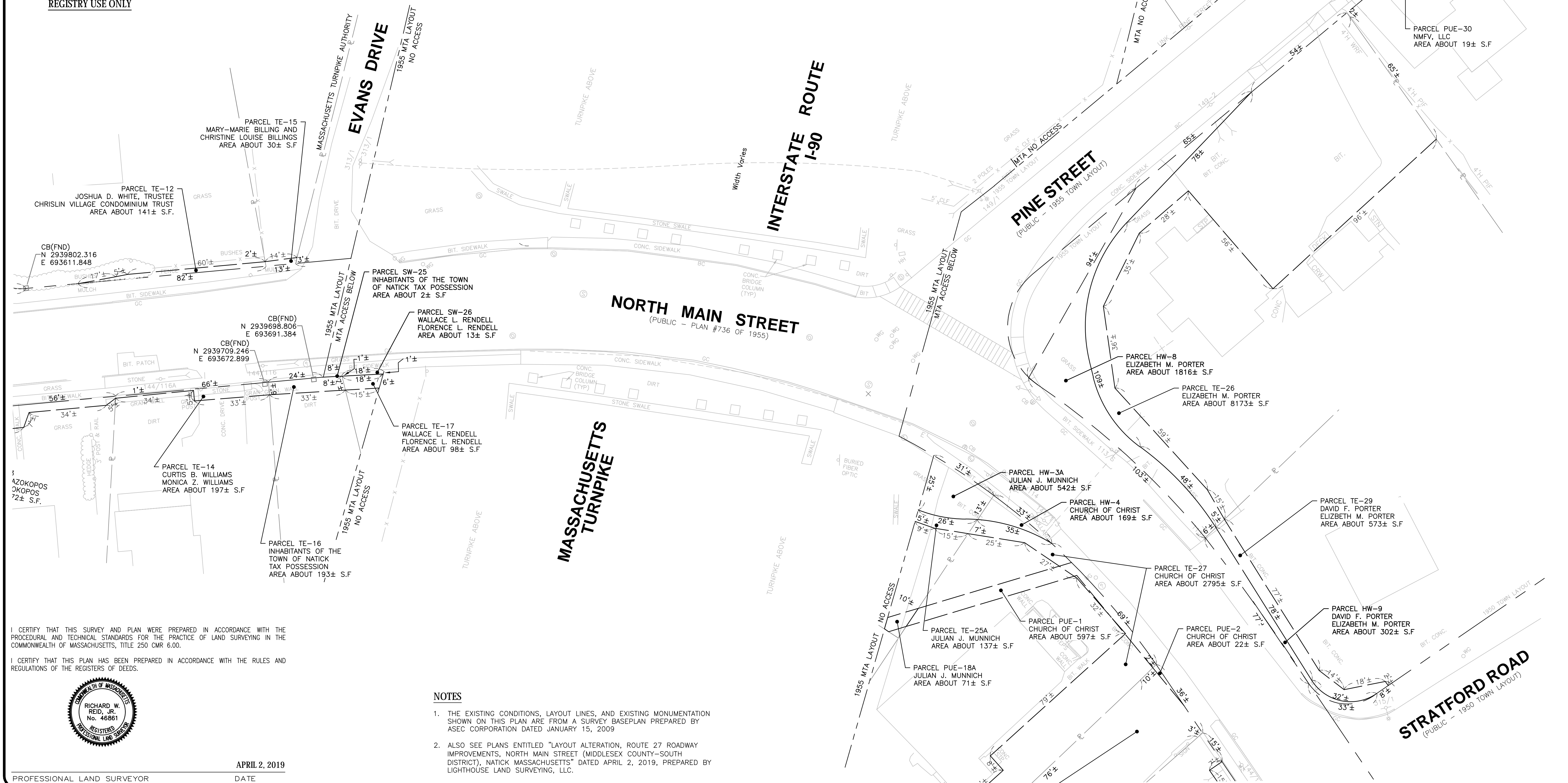
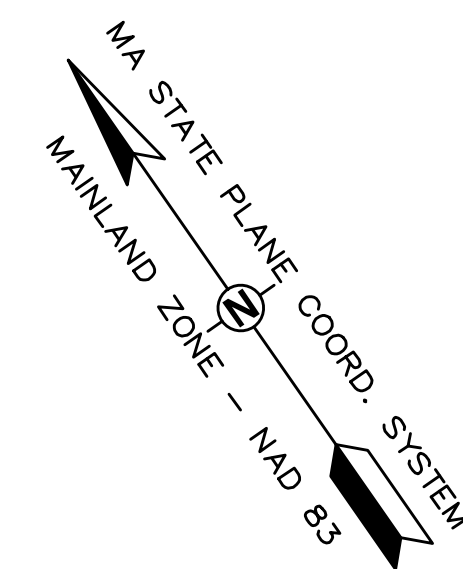
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APRIL 2, 2019
PROFESSIONAL LAND SURVEYOR DATE

DRWN BY: JAW CHK'D BY: ZRB APRVD BY: RWR	REVISIONS: 0 DATE ISSUED FOR REVIEW 1 DATE DESCRIPTION	Graphic Scale 1 inch = 20 feet 0 20 40 60	PREPARED BY: LIGHTHOUSE LAND SURVEYING, LLC 75 KIMBERLY ROAD - TAUNTON, MASSACHUSETTS Tel. 508 - 287 - 0896 website: www.lighthouselandsurveying.com	PROJECT: ROUTE 27 ROADWAY IMPROVEMENTS NORTH MAIN STREET (MIDDLESEX COUNTY - SOUTH DISTRICT) NATICK, MASSACHUSETTS	TITLE: EASEMENT PLAN PREPARED FOR: BETA Group, Inc 315 Norwood Park South - 2nd Floor Norwood, MA 02062	DATE: APRIL 2, 2019 1 OF 20 SHEET NO.: 1
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EASE_NORTH_LR2.DWG

REGISTRY USE ONLY



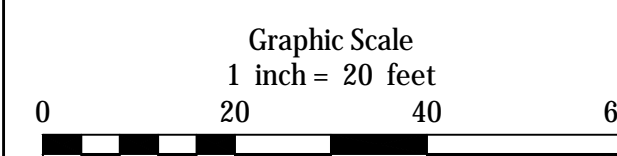
NOTES

1. THE EXISTING CONDITIONS, LAYOUT LINES, AND EXISTING MONUMENTATION SHOWN ON THIS PLAN ARE FROM A SURVEY BASEPLAN PREPARED BY ASEC CORPORATION DATED JANUARY 15, 2009
2. ALSO SEE PLANS ENTITLED "LAYOUT ALTERATION, ROUTE 27 ROADWAY IMPROVEMENTS, NORTH MAIN STREET (MIDDLESEX COUNTY-SOUTH DISTRICT), NATICK MASSACHUSETTS" DATED APRIL 2, 2019, PREPARED BY LIGHTHOUSE LAND SURVEYING, LLC.

	APRIL 2, 2019
PROFESSIONAL LAND SURVEYOR	DATE

|| REVISIONS

0	DATE	ISSUED FOR REVIEW
REV #	DATE	DESCRIPTION



PREPARED BY:



Lighthouse Land Surveying, LLC

75 KIMBERLY ROAD - TAUNTON, MASSACHUSETTS

Tel. 508 - 287 - 0896

website: www.lighthouseandsurveying.com

PROJECT:

ROUTE 27 ROADWAY IMPROVEMENTS NORTH MAIN STREET

(MIDDLESEX COUNTY - SOUTH DISTRICT)
NATICK, MASSACHUSETTS

|| TITLE:

EASEMENT PLAN

PREPARED FOR:

BETA Group, Inc
315 Norwood Park South - 2nd Floor
Norwood, MA 02062

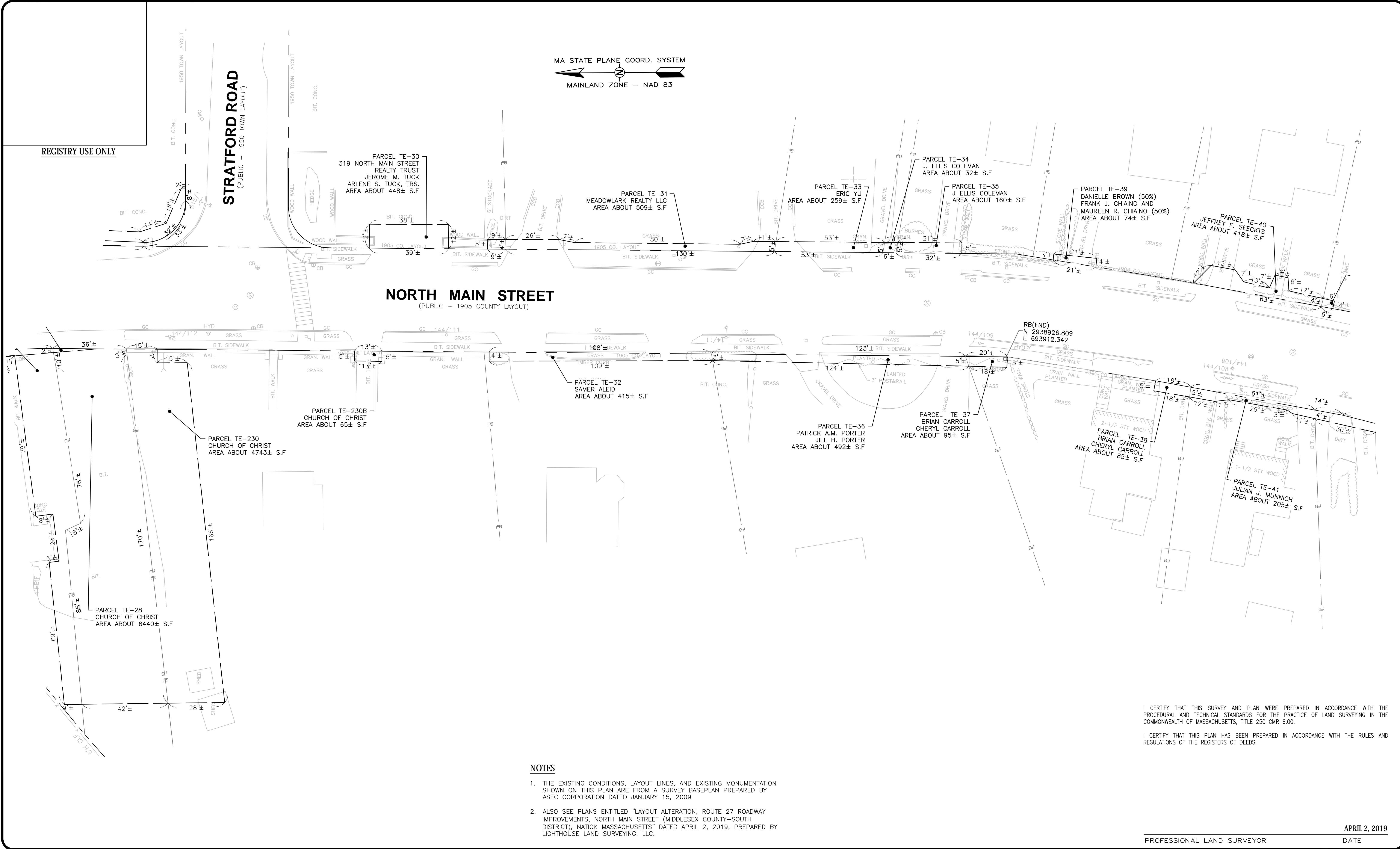
DATE:

APRIL 2, 2019

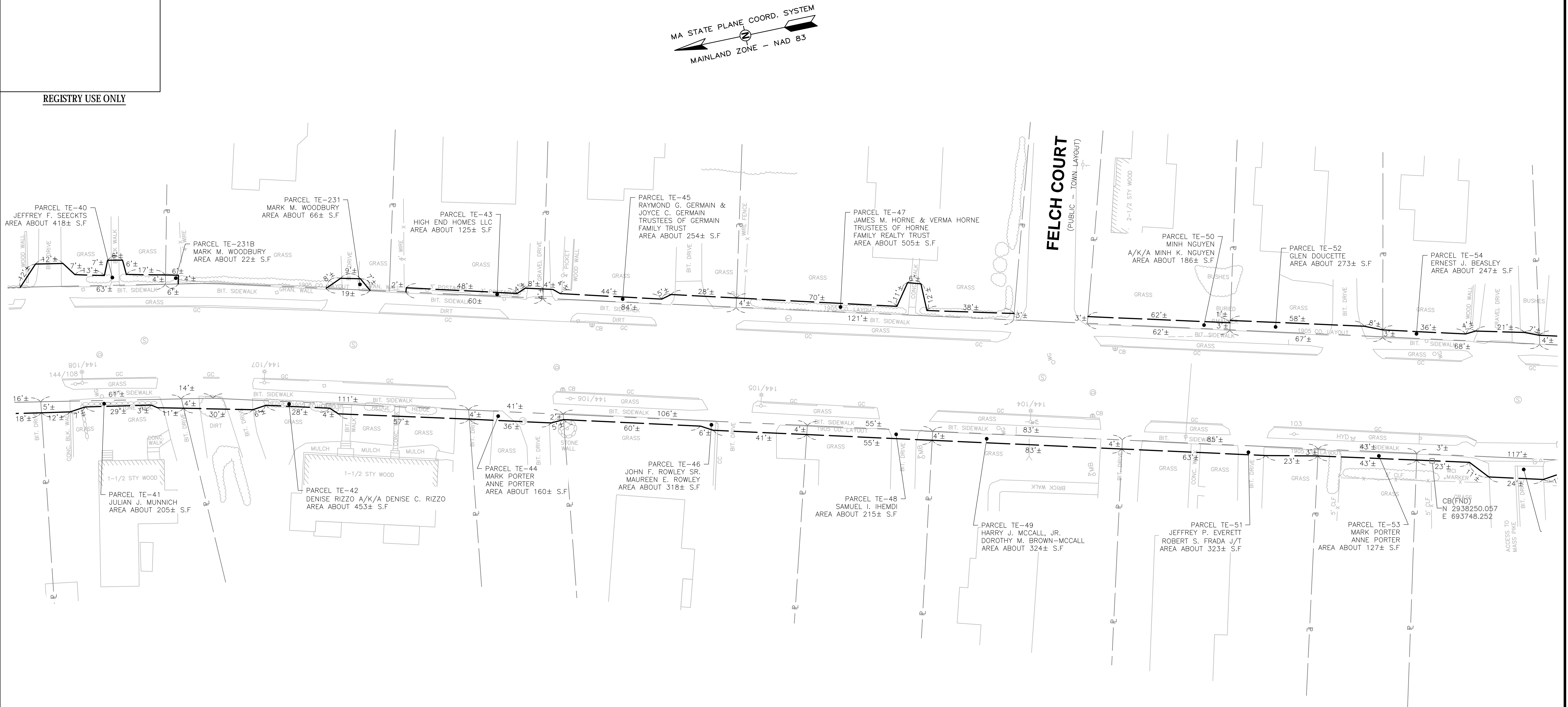
2 OF 20

SHEET NO. **2**

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REGISTRY USE ONLY



I CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS, TITLE 250 CMR 6.00.

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.



APRIL 2, 2019

PROFESSIONAL LAND SURVEYOR

DATE _____

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PREPARED BY:



Lighthouse Land Surveying, LLC

75 KIMBERLY ROAD - TAUNTON, MASSACHUSETTS

Tel. 508 - 287 - 0896

website: www.lighthouseandsurveying.com

PROJECT:

ROUTE 27 ROADWAY IMPROVEMENTS

NORTH MAIN STREET

(MIDDLESEX COUNTY - SOUTH DISTRICT)
NATICK, MASSACHUSETTS

|| TITLE:

EASEMENT PLAN

PREPARED FOR:

BETA Group, Inc
315 Norwood Park South - 2nd Floor
Norwood, MA 02062

DATE: _____

APRIL 2, 2019

4 OF 20


HEET NO.: **4**

DRWN BY:	JAW
CHK'D BY:	ZRB
APRVD BY:	RWR

REVISIONS:

0	DATE	ISSUED FOR REVIEW
REV #	DATE	DESCRIPTION

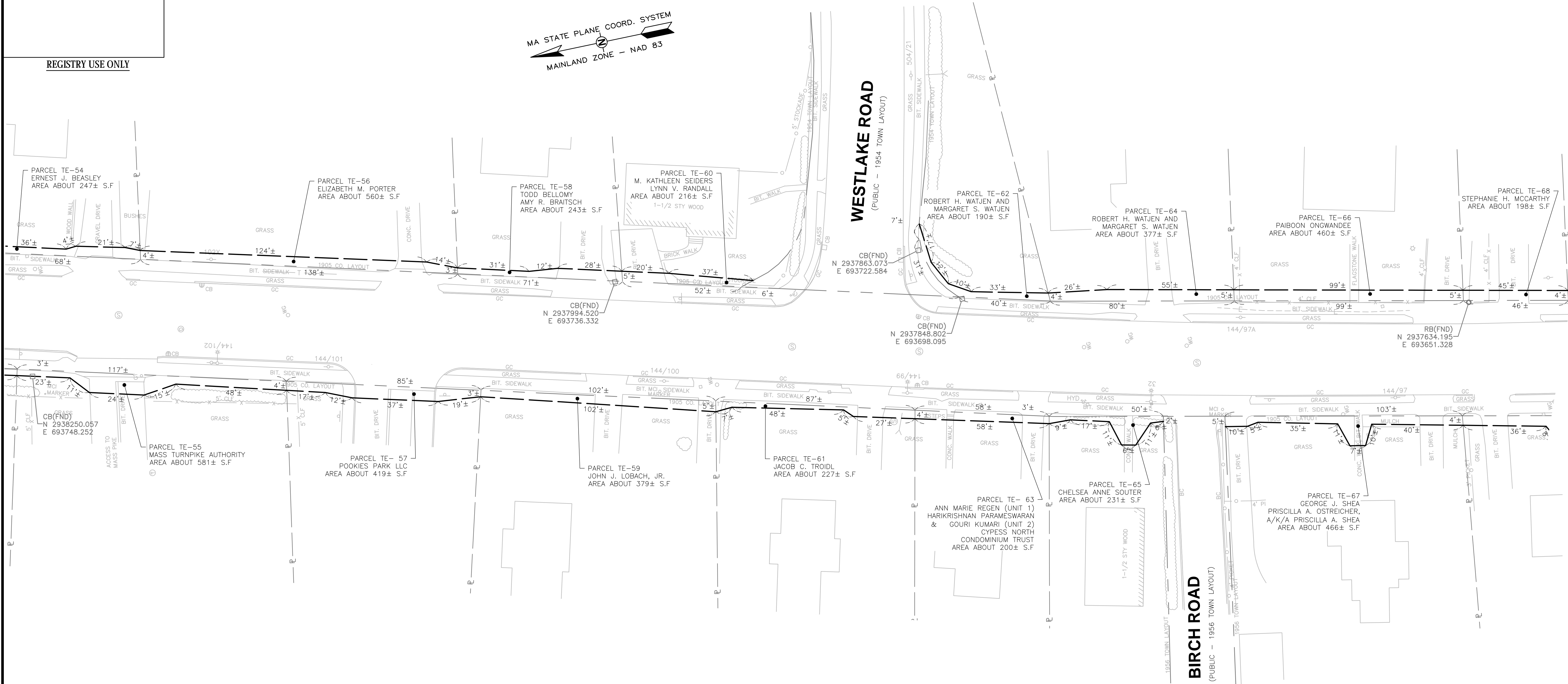
Graphic Scale
1 inch = 20 feet



A horizontal scale bar with tick marks at 0, 20, 40, and 60 feet. The bar is divided into four equal segments, each representing 20 feet.

REGISTRY USE ONLY

MA STATE PLANE COORD. SYSTEM
MAINLAND ZONE - NAD 83



I CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS, TITLE 250 CMR 6.00.

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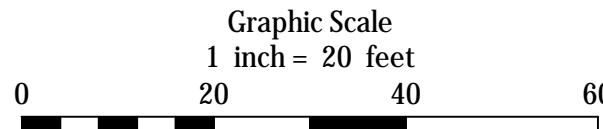


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APRIL 2, 2019
PROFESSIONAL LAND SURVEYOR DATE

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CHK'D BY:	ZRB		
APRVD BY:	RWR		
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PREPARED BY:
LIGHTHOUSE LAND SURVEYING, LLC
75 KIMBERLY ROAD - TAUNTON, MASSACHUSETTS
Tel. 508 - 287 - 0896
website: www.lighthouselandsurveying.com

PROJECT:
ROUTE 27 ROADWAY IMPROVEMENTS
NORTH MAIN STREET
(MIDDLESEX COUNTY - SOUTH DISTRICT)
NATICK, MASSACHUSETTS

TITLE:
EASEMENT PLAN

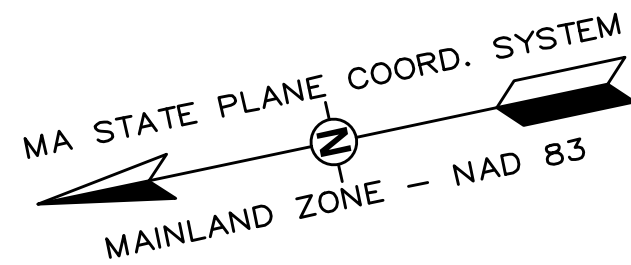
PREPARED FOR:
BETA Group, Inc
315 Norwood Park South - 2nd Floor
Norwood, MA 02062

DATE:
APRIL 2, 2019

5 OF 20
SHEET NO. 5

EASE-NORTH_LR2.DWG

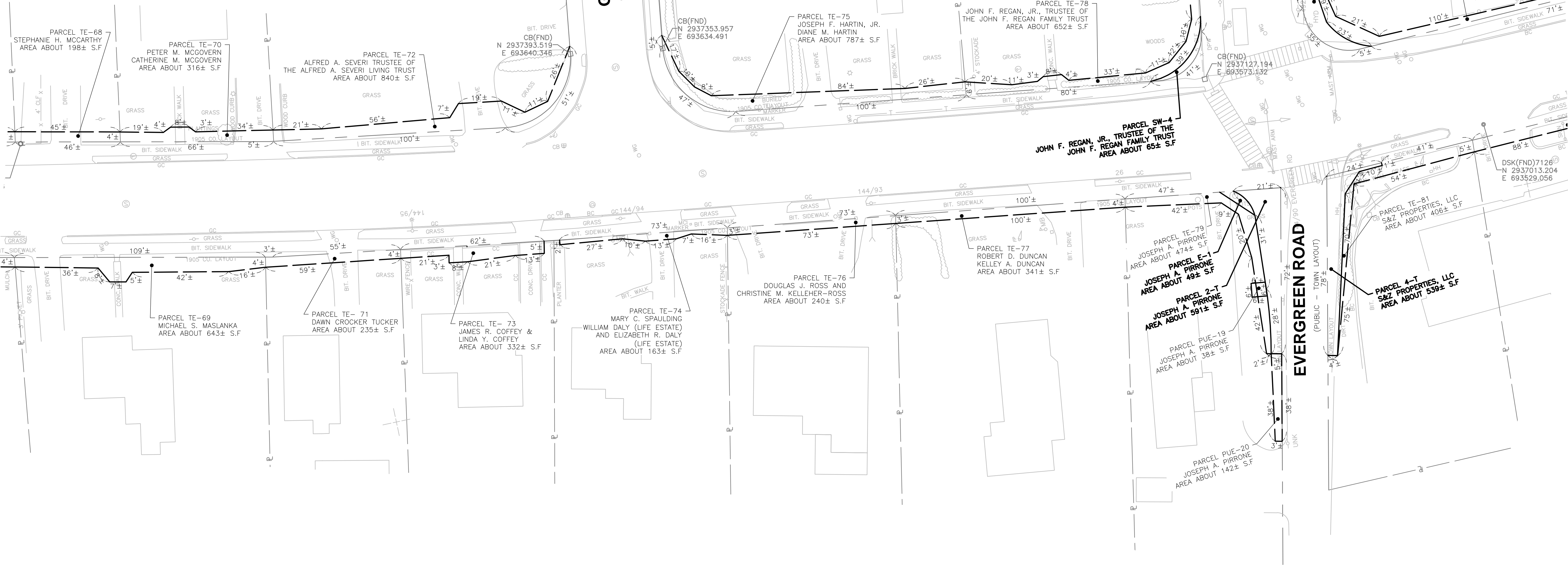
REGISTRY USE ONLY



GORDON ROAD
(PUBLIC - 1971 TOWN LAYOUT)

EAST EVERGREEN ROAD
(PUBLIC - TOWN LAYOUT)

EVERGREEN ROAD
(PUBLIC - TOWN LAYOUT)



I CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS, TITLE 250 CMR 6.00.

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APRIL 2, 2019

PROFESSIONAL LAND SURVEYOR

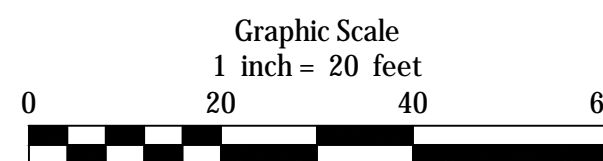
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DRWN BY: JAW
CHK'D BY: ZRB
APRVD BY: RWR



PREPARED BY:



LIGHTHOUSE LAND SURVEYING, LLC

75 KIMBERLY ROAD - TAUNTON, MASSACHUSETTS

Tel. 508 - 287 - 0896

website: www.lighthouselandsurveying.com

PROJECT:

ROUTE 27 ROADWAY IMPROVEMENTS
NORTH MAIN STREET

(MIDDLESEX COUNTY - SOUTH DISTRICT)
NATICK, MASSACHUSETTS

TITLE:

EASEMENT PLAN

PREPARED FOR:

BETA Group, Inc
315 Norwood Park South - 2nd Floor
Norwood, MA 02062

DATE:

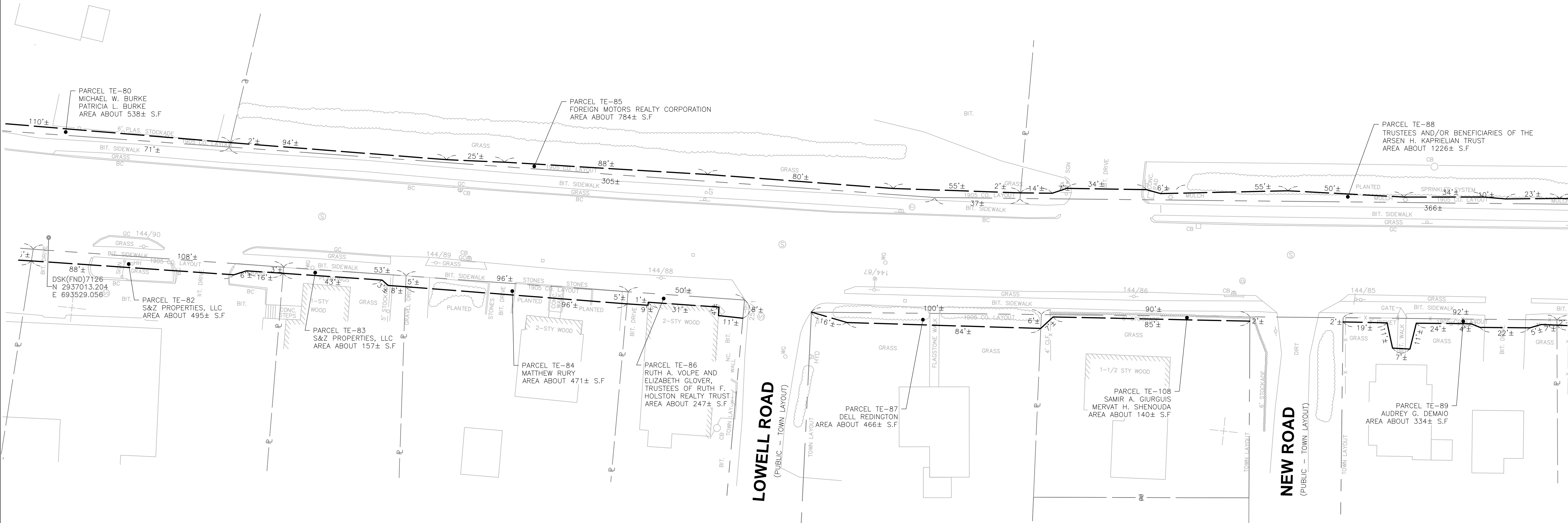
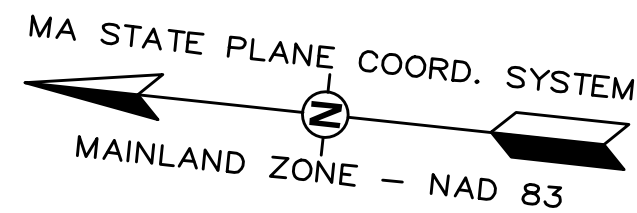
APRIL 2, 2019

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SHEET NO. 6

EASE_NORTH_R2.DWG

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APRIL 2, 2019

PROFESSIONAL LAND SURVEYOR

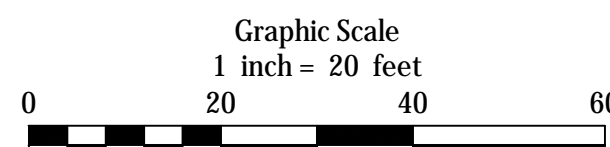
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REVISIONS:			
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DRWN BY: JAW
CHK'D BY: ZRB
APRVD BY: RWR



PREPARED BY:



LIGHTHOUSE LAND SURVEYING, LLC

75 KIMBERLY ROAD - TAUNTON, MASSACHUSETTS

Tel. 508 - 287 - 0896

website: www.lighthouselandsurveying.com

PROJECT:

ROUTE 27 ROADWAY IMPROVEMENTS
NORTH MAIN STREET

(MIDDLESEX COUNTY - SOUTH DISTRICT)
NATICK, MASSACHUSETTS

TITLE:

EASEMENT PLAN

PREPARED FOR:

BETA Group, Inc
315 Norwood Park South - 2nd Floor
Norwood, MA 02062

DATE:

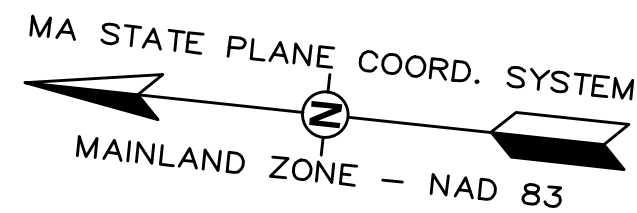
APRIL 2, 2019

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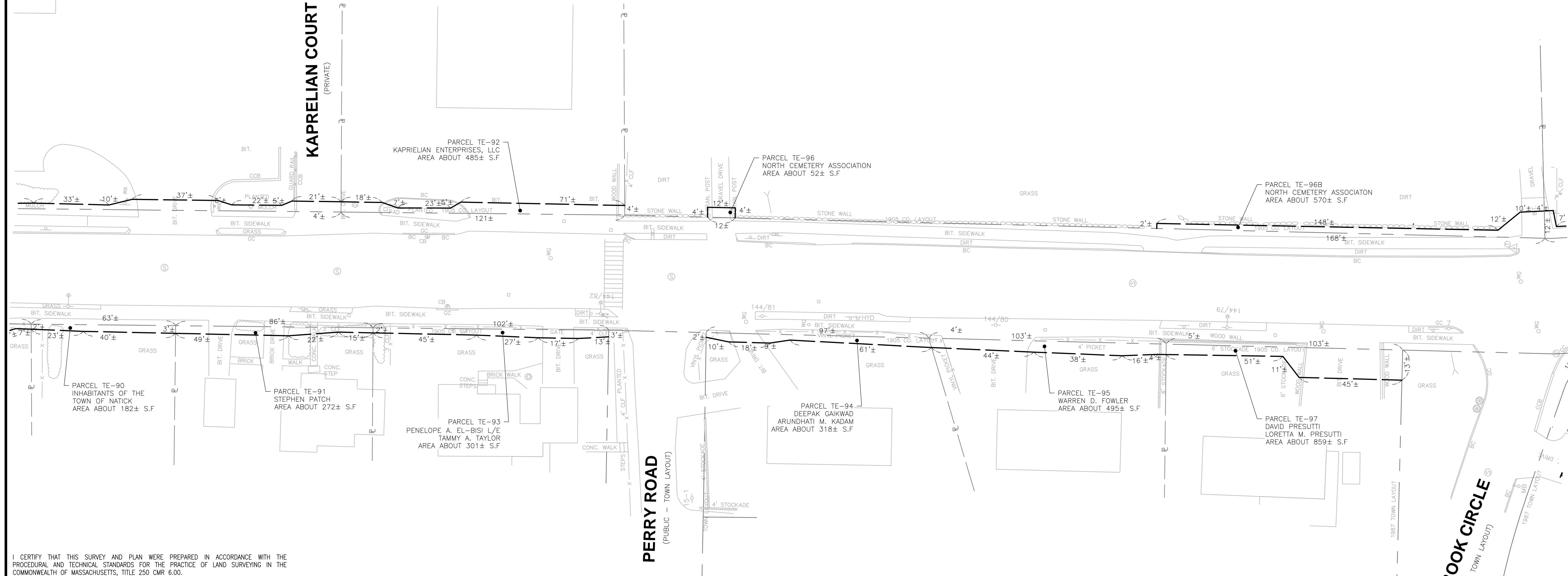
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EASE_NORTH_R2.DWG

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KAPRELIAN COURT
(PRIVATE)



I CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS, TITLE 250 CMR 6.00.

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APRIL 2, 2019

PROFESSIONAL LAND SURVEYOR

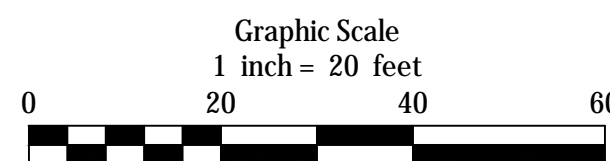
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CHK'D BY: ZRB
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LIGHTHOUSE LAND SURVEYING, LLC

75 KIMBERLY ROAD - TAUNTON, MASSACHUSETTS

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PROJECT:

ROUTE 27 ROADWAY IMPROVEMENTS
NORTH MAIN STREET

(MIDDLESEX COUNTY - SOUTH DISTRICT)
NATICK, MASSACHUSETTS

TITLE:

EASEMENT PLAN

PREPARED FOR:

BETA Group, Inc
315 Norwood Park South - 2nd Floor
Norwood, MA 02062

DATE:

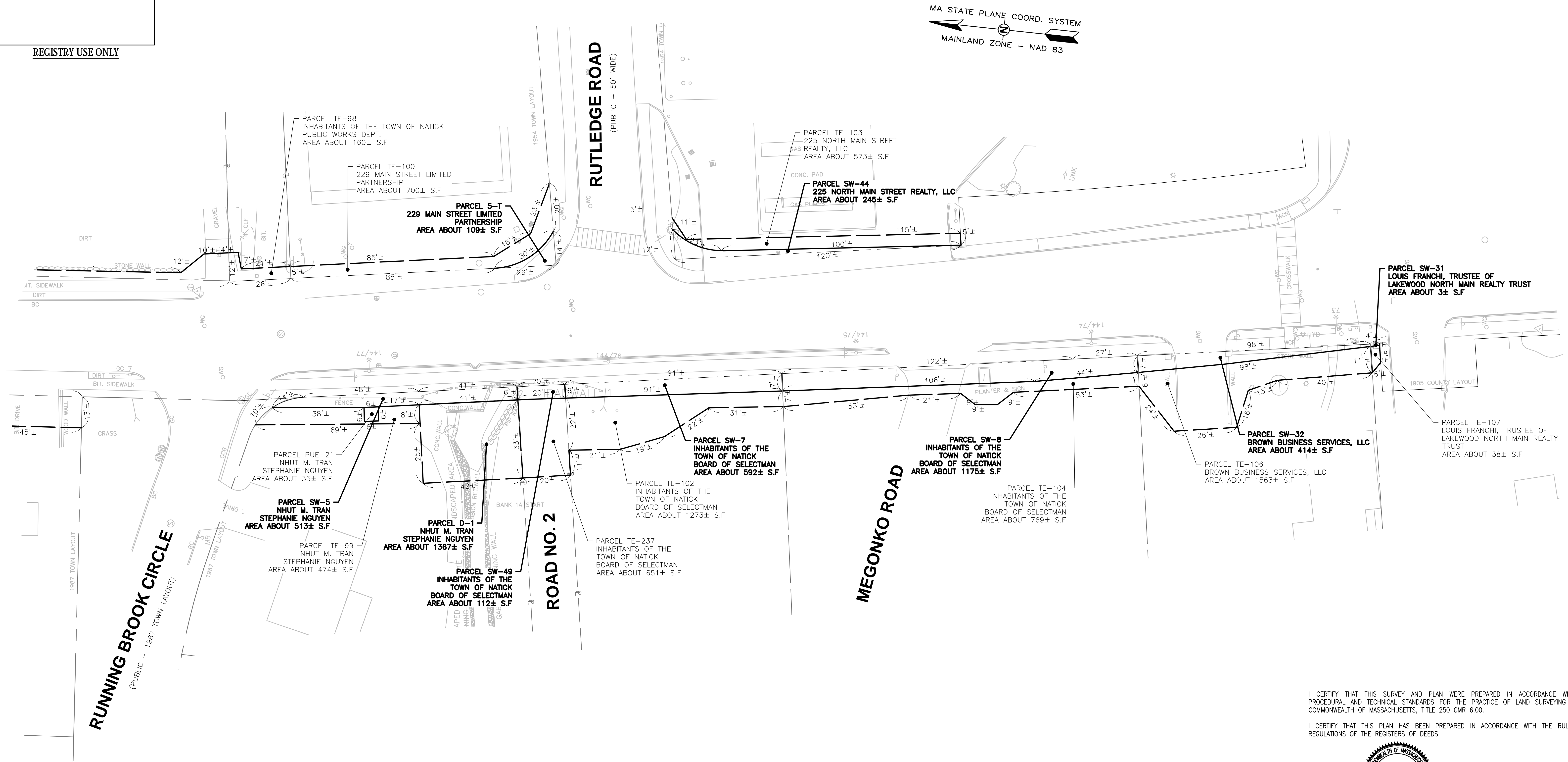
APRIL 2, 2019

8 OF 20

SHEET NO. 8

EASE_NORTH_R2.DWG

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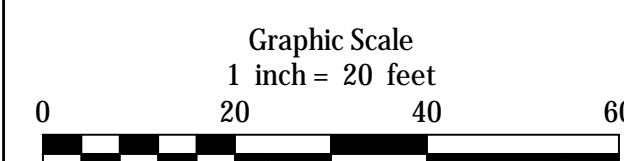
PROFESSIONAL LAND SURVEYOR

APRIL 2, 2019

DATE

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DRWN BY: JAW
CHK'D BY: ZRB
APRVD BY: RWR



PREPARED BY:



LIGHTHOUSE LAND SURVEYING, LLC

75 KIMBERLY ROAD - TAUNTON, MASSACHUSETTS

Tel. 508 - 287 - 0896

website: www.lighthouseandsurveying.com

PROJECT:

**ROUTE 27 ROADWAY IMPROVEMENTS
NORTH MAIN STREET**

(MIDDLESEX COUNTY - SOUTH DISTRICT)
NATICK, MASSACHUSETTS

TITLE:

EASEMENT PLAN

PREPARED FOR:

BETA Group, Inc
315 Norwood Park South - 2nd Floor
Norwood, MA 02062

DATE:

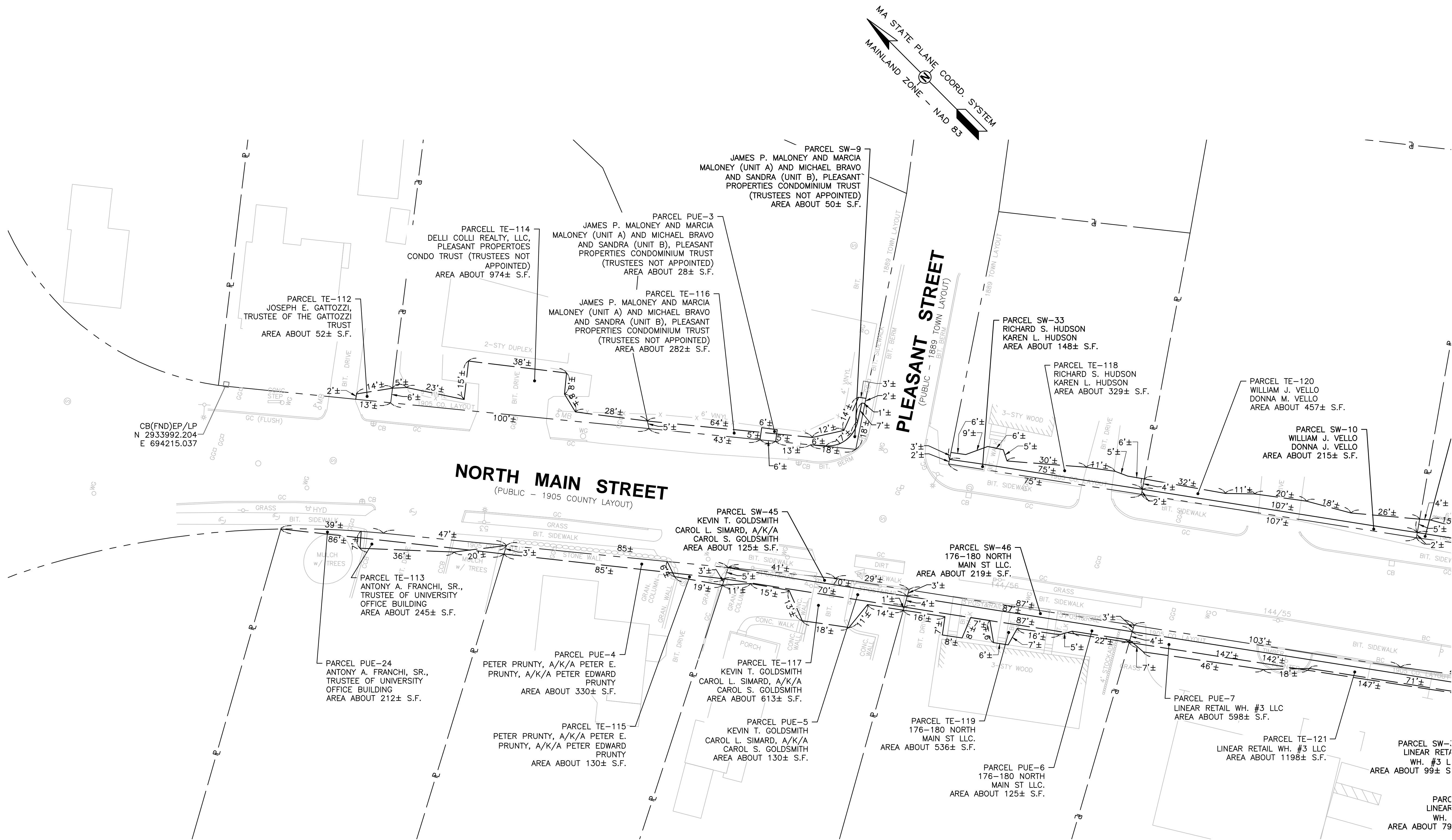
APRIL 2, 2019

9 OF 20

SHEET NO.: 9

EASE_NORTH_LR2.DWG

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I CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS, TITLE 250 CMR 6.00.

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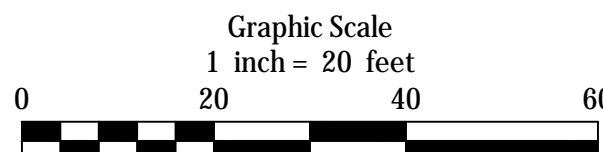


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APRIL 2, 2019
PROFESSIONAL LAND SURVEYOR
DATE

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PREPARED BY:

LIGHTHOUSE LAND SURVEYING, LLC

75 KIMBERLY ROAD - TAUNTON, MASSACHUSETTS
Tel. 508 - 287 - 0896
website: www.lighthouselandsurveying.com

PROJECT:

ROUTE 27 ROADWAY IMPROVEMENTS
NORTH MAIN STREET
(MIDDLESEX COUNTY - SOUTH DISTRICT)
NATICK, MASSACHUSETTS

TITLE:

EASEMENT PLAN

PREPARED FOR:

BETA Group, Inc
315 Norwood Park South - 2nd Floor
Norwood, MA 02062

DATE:

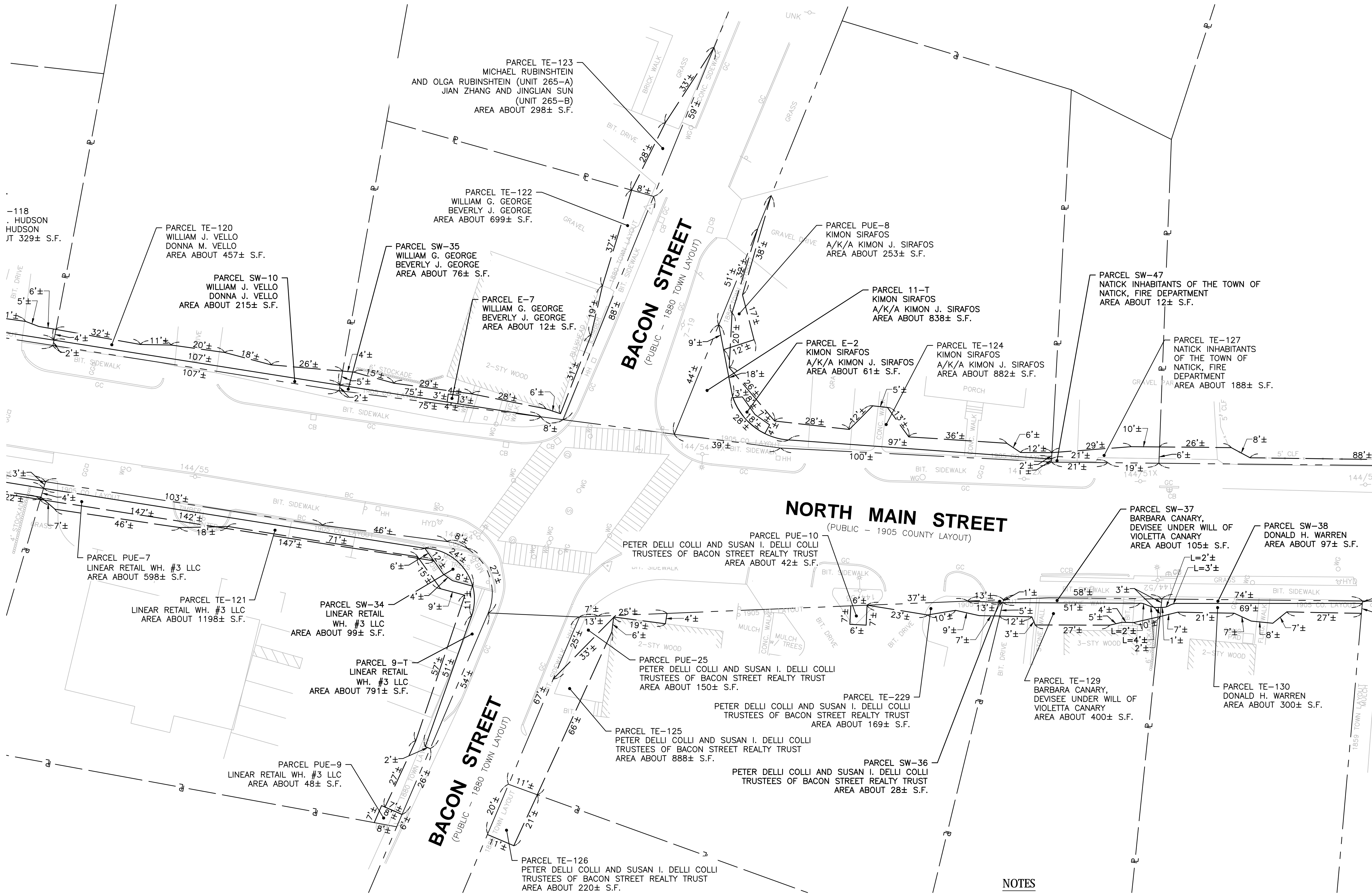
APRIL 2, 2019

10 OF 20
SHEET NO.: 10

EASE_SOUTH_L1.DWG

REGISTRY USE ONLY

MA STATE PLANE COORD. SYSTEM
MAINLAND ZONE - NAD 83



I CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS, TITLE 250 CMR 6.00.

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APRIL 2, 2019

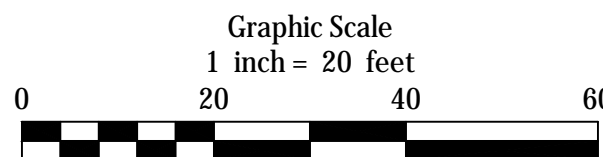
PROFESSIONAL LAND SURVEYOR

DATE

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PREPARED BY:

LIGHTHOUSE LAND SURVEYING, LLC

75 KIMBERLY ROAD - TAUNTON, MASSACHUSETTS
Tel. 508 - 287 - 0896
website: www.lighthouselandsurveying.com

PROJECT:

**ROUTE 27 ROADWAY IMPROVEMENTS
NORTH MAIN STREET**

(MIDDLESEX COUNTY - SOUTH DISTRICT)
NATICK, MASSACHUSETTS

TITLE:

EASEMENT PLAN

PREPARED FOR:

BETA Group, Inc
315 Norwood Park South - 2nd Floor
Norwood, MA 02062

DATE:

APRIL 2, 2019

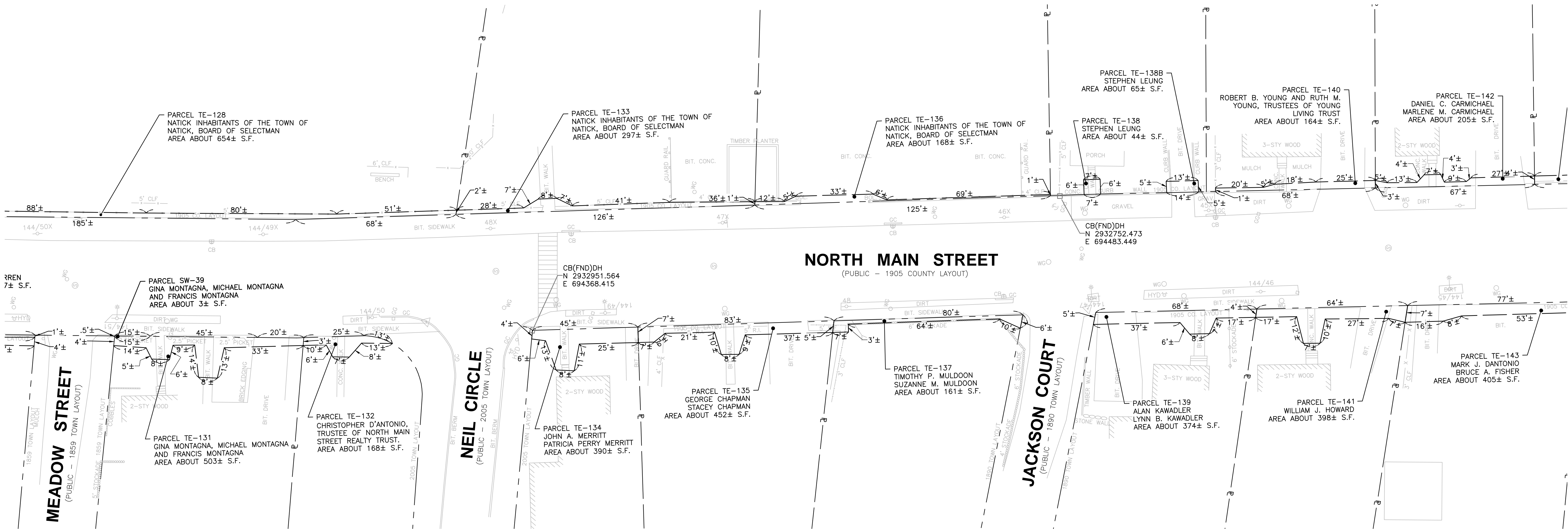
11 OF 20

SHEET NO.: 11

EASE_SOUTH_LRI.DWG

MA STATE PLANE COORD. SYSTEM
MAINLAND ZONE - NAD 83

REGISTRY USE ONLY



I CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS, TITLE 250 CMR 6.00.

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APRIL 2, 2019

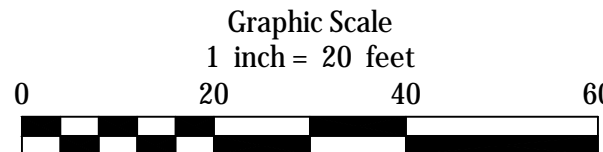
PROFESSIONAL LAND SURVEYOR

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PREPARED BY:

LIGHTHOUSE LAND SURVEYING, LLC

75 KIMBERLY ROAD - TAUNTON, MASSACHUSETTS
Tel. 508 - 287 - 0896
website: www.lighthouselandsurveying.com

PROJECT:

**ROUTE 27 ROADWAY IMPROVEMENTS
NORTH MAIN STREET**

(MIDDLESEX COUNTY - SOUTH DISTRICT)
NATICK, MASSACHUSETTS

TITLE:

EASEMENT PLAN

PREPARED FOR:

BETA Group, Inc
315 Norwood Park South - 2nd Floor
Norwood, MA 02062

DATE:

APRIL 2, 2019

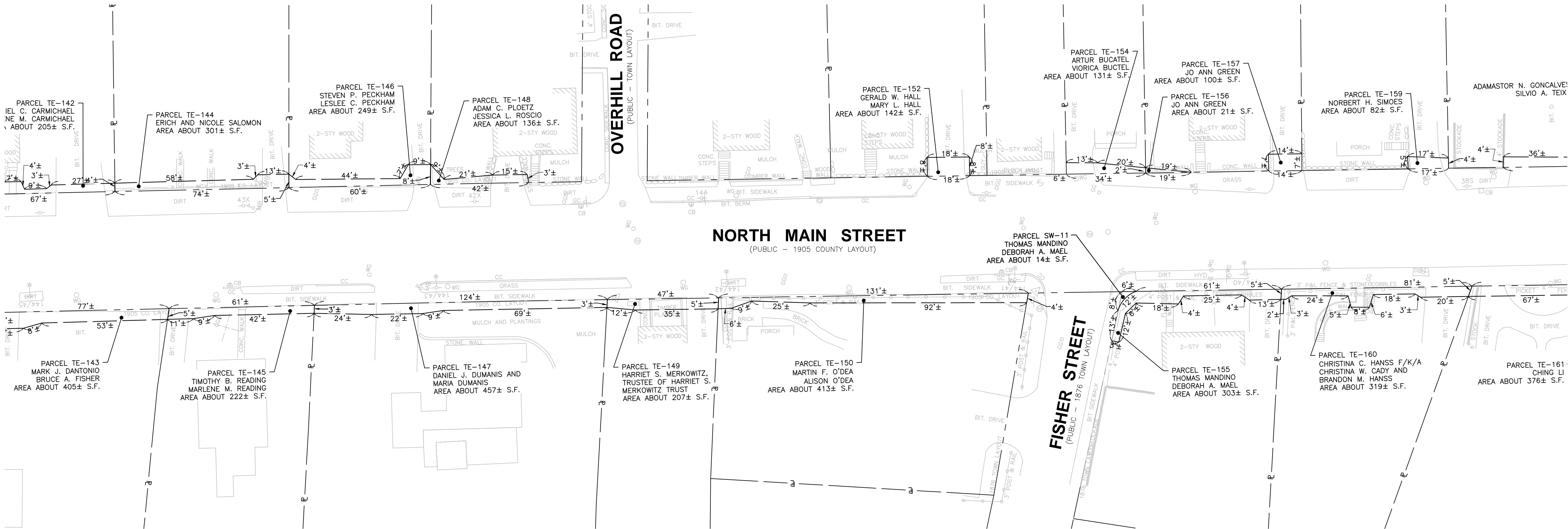
12 OF 20

SHEET NO.: **12**

EASE_SOUTH_L1.DWG

MA STATE PLANE COORD. SYSTEM
MAINLAND ZONE - NAD 83

REGISTRY USE ONLY



I CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS, TITLE 250 CMR 6.00.

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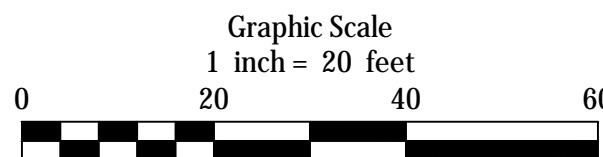
APRIL 2, 2019
PROFESSIONAL LAND SURVEYOR DATE

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REVISIONS:			
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DRWN BY: JAW
CHK'D BY: ZRB
APRVD BY: RWR



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315 Norwood Park South - 2nd Floor
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APRIL 2, 2019

13 OF 20

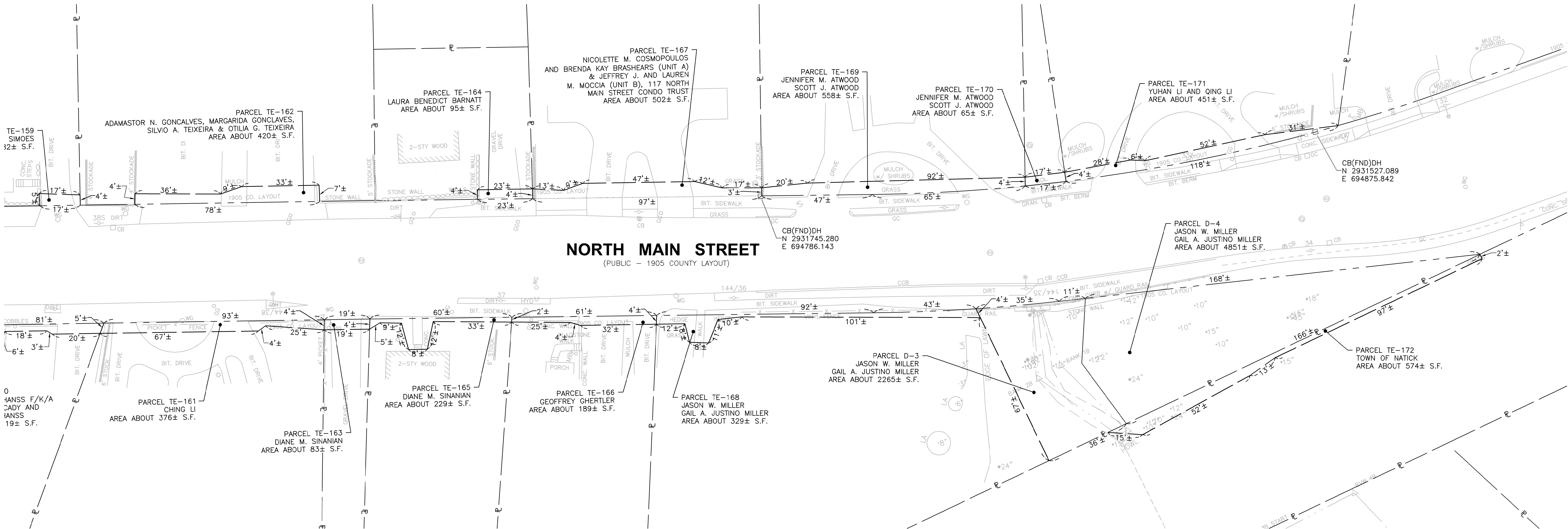
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EASE_SOUTH_L1.DWG

MA STATE PLANE COORD. SYSTEM
MAINLAND ZONE - NAD 83

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NORTH MAIN STREET
(PUBLIC - 1905 COUNTY LAYOUT)

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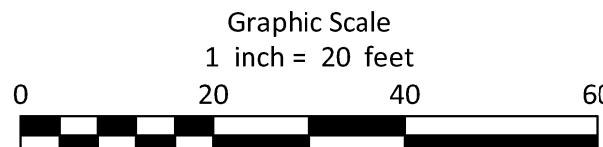


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APRIL 2, 2019
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NATICK, MASSACHUSETTS**

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315 Norwood Park South - 2nd Floor
Norwood, MA 02062**

DATE:
APRIL 2, 2019
14 OF 20
SHEET NO.: **14**

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MA STATE PLANE COORD. SYSTEM

MAINLAND ZONE — NAD 83



DATE _____

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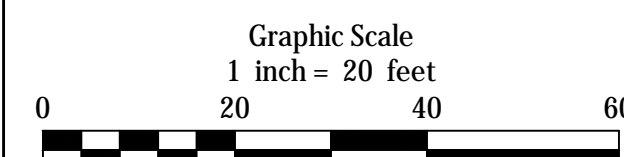
ROUTE 27 ROADWAY IMPROVEMENTS
NORTH MAIN STREET
 (MIDDLESEX COUNTY - SOUTH DISTRICT)
 NATICK, MASSACHUSETTS

BETA Group, Inc
315 Norwood Park South - 2nd Floor
Norwood, MA 02062

15 OF 20
SHEET NO.: 15

DRWN BY:	JAW
CHK'D BY:	ZRB
APRVD BY:	RWR

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PREPARED BY:

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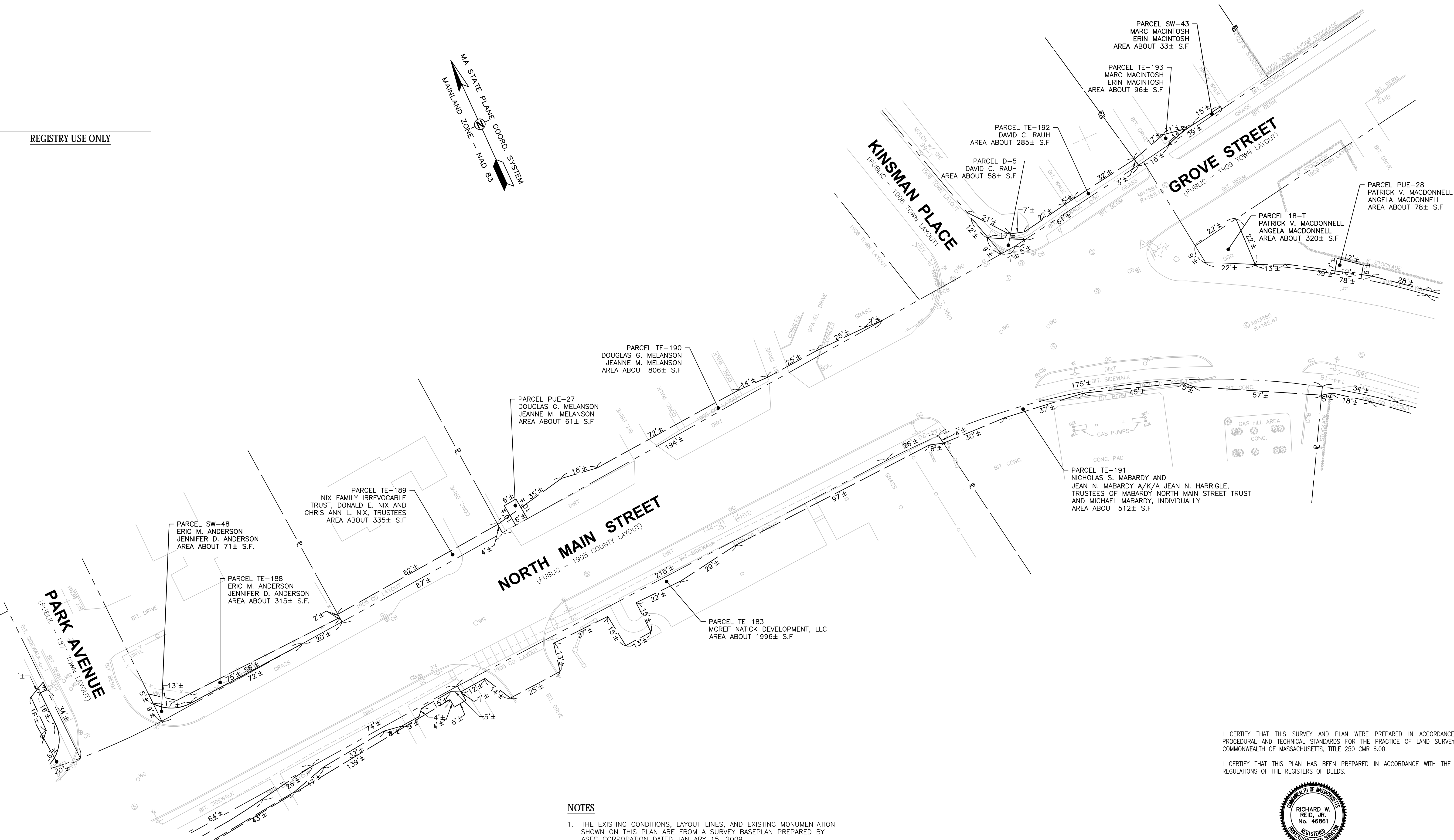
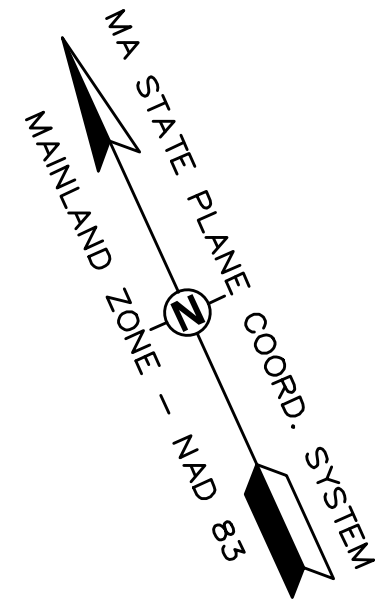
75 KIMBERLY ROAD - TAUNTON, MASSACHUSETTS

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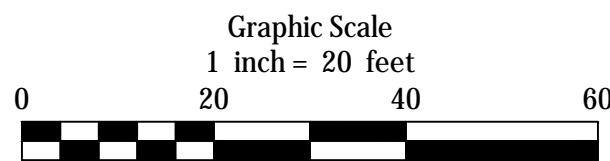
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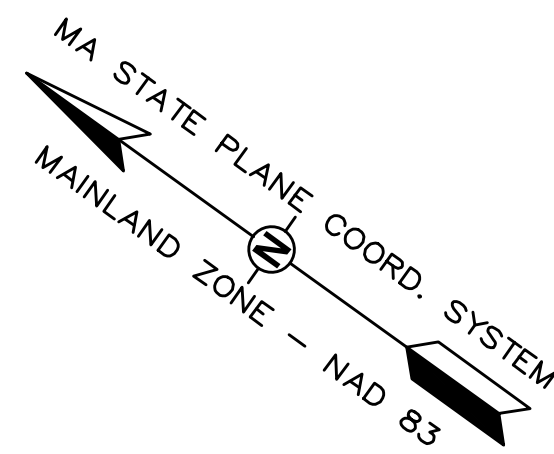
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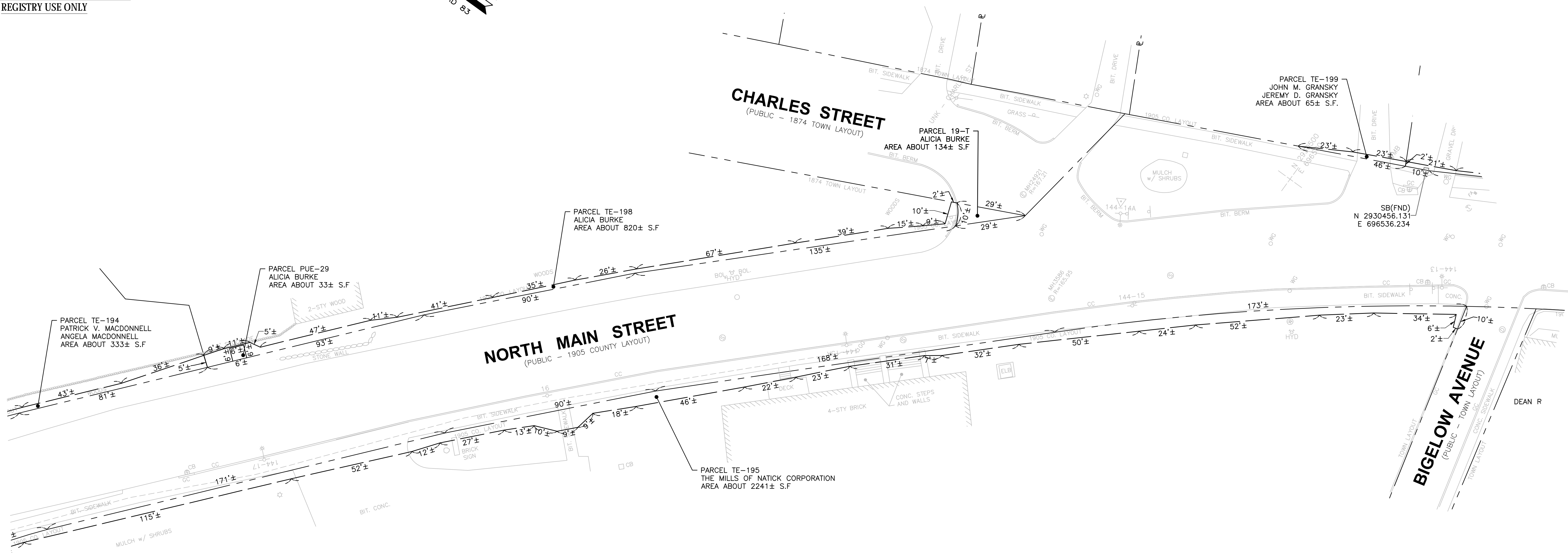
16 OF 20

SHEET NO.: **16**

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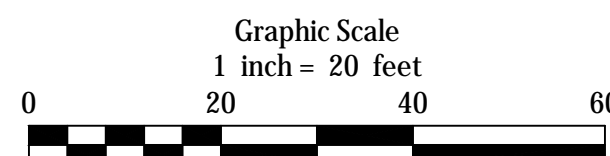
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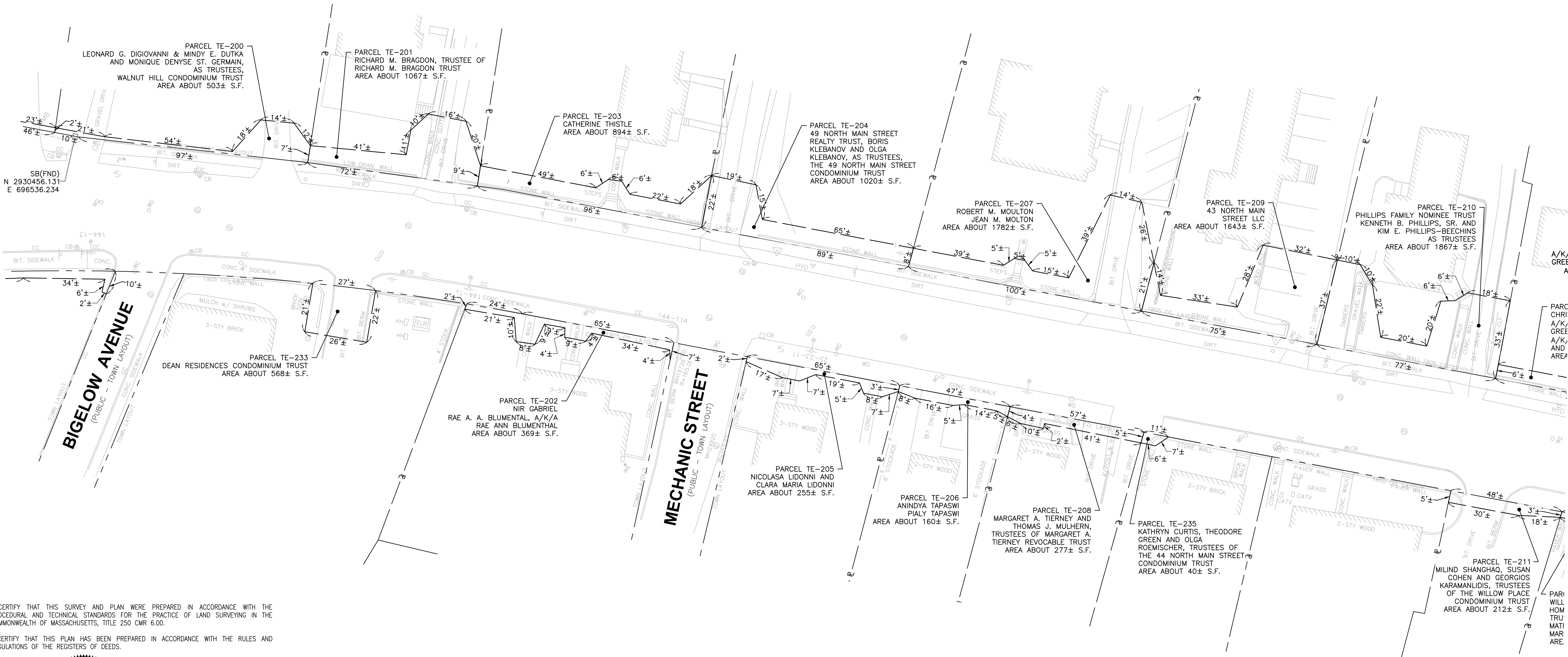
17 OF 20

SHEET NO.: **17**

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MA STATE PLANE COORD. SYSTEM
MAINLAND ZONE - NAD 83

REGISTRY USE ONLY



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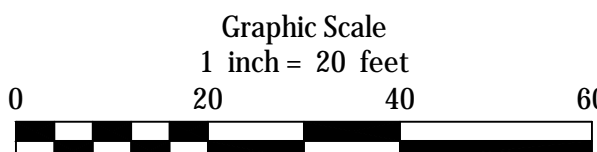


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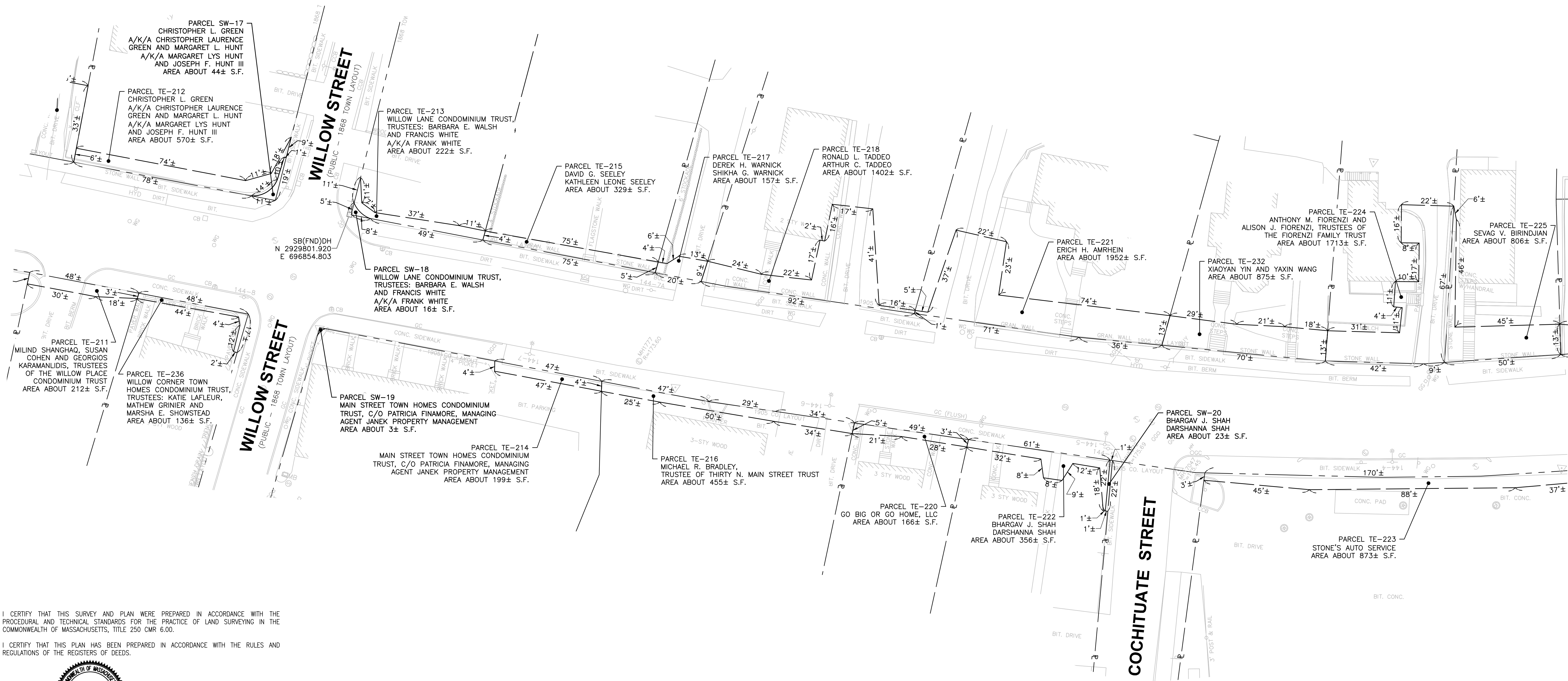
18 OF 20

SHEET NO.: **18**

EASE_SOUTH_L1.DWG

MA STATE PLANE COORD. SYSTEM
MAINLAND ZONE - NAD 83

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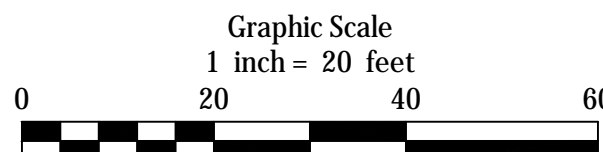


APRIL 2, 2019
PROFESSIONAL LAND SURVEYOR DATE

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CHK'D BY:	ZRB		
APRVD BY:	RWR		
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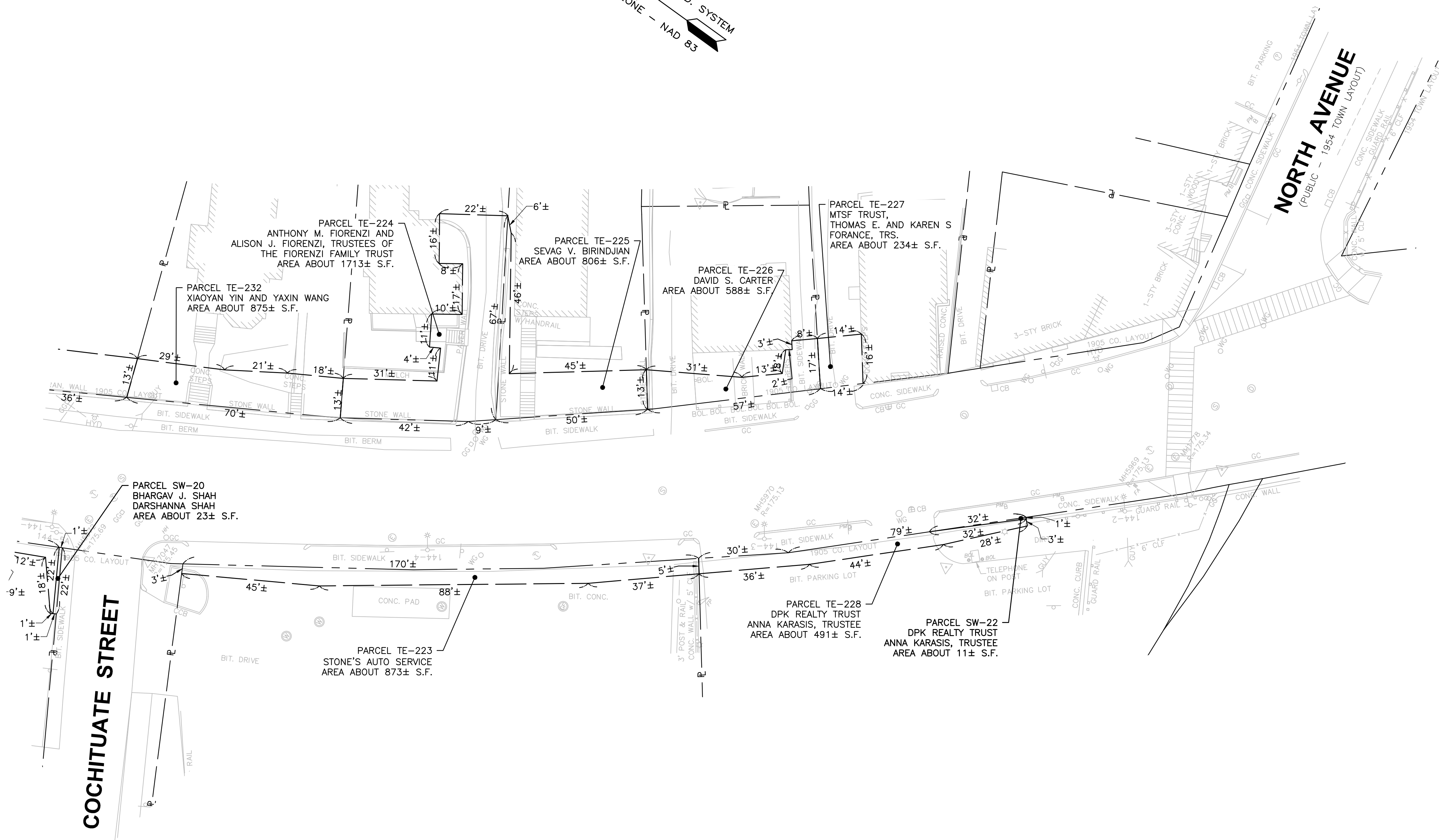
APRIL 2, 2019

19 OF 20
SHEET NO.: 19

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MA STATE PLANE COORD. SYSTEM
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REGISTRY USE ONLY



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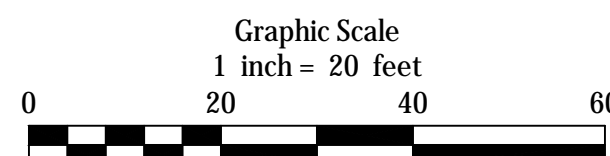
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20 OF 20

SHEET NO.: 20

EASE_SOUTH_LR1.DWG

Below is a proposed Motion:

I move that the Board vote to approve and execute the [REDACTED]
Dedication of Municipal Parcels for the Route 27 (North Main Street) project, and
authorize said documents to be recorded with the Middlesex South Registry of Deeds
and filed with the Middlesex South District of the Land Court, [REDACTED]
[REDACTED]

ITEM TITLE: Middlesex Path Dog Park

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Email from Melissa Probst-6/1/19	6/7/2019	Cover Memo
Board of Health Letter dated 12/1/17	6/7/2019	Cover Memo
Board of Health letter dated 12/17/15	6/7/2019	Cover Memo
APD Complaint	6/7/2019	Cover Memo
Correspondence from Melissa Probst-5/28/19	6/7/2019	Cover Memo
Storm Water Management Report-12/2017	6/7/2019	Cover Memo
Email-E. Melancon-6/8/19	6/10/2019	Cover Memo
Memo-Town Counsel-5/22/19	6/10/2019	Cover Memo
Town Counsel Opinion-7/29/16	6/10/2019	Cover Memo
ConCom Minutes-6/27/17	6/10/2019	Cover Memo
Memo to ConCom-V. Parsons-2/13/18	6/10/2019	Cover Memo
Planning Board Special Permit Approval-5/14/18	6/10/2019	Cover Memo
Clerk's Notice of Judgment on Motino to Dismiss-3/8/19	6/10/2019	Cover Memo



Donna Donovan <ddonovan@natickma.org>

Middlesex Path

1 message

Melissa Probst <mdlsxpathneighborhoodassn@gmx.com>

Sat, Jun 1, 2019 at 1:12 PM

To: Michael Hickey <mhickey@natickma.org>

Cc: selectmen@natickma.org, mmalone@natickma.org, Jim White <jwhite@natickma.org>, health@natickma.org

Dear Mr. Hickey:

I was heartened by Mr. Jannett's statement at the 5/28/19 Board of Selectmen meeting, concerning the town's plan for a dog park at Middlesex Path, that "...the RFP, and the responses to the RFP... need to match up to the requirements of the Board of Health, and I would think that that's pretty much what has to take place. If all those specifications from any of the boards or permits that were put in place are not met, then it is our job to make sure that it doesn't get awarded." He later clarified: "The RFP specifications will be monitored and reviewed to be sure that all of the requirements that were put forward by permitting and Board of Health, etc., are being met..."

Because of considerable interest in the remarks I had prepared for that meeting, I am attaching them here, with a request that this communication please be posted with other correspondence received by the Board of Selectmen.

Please understand that the emphasis on a future lawsuit in this week's article in the *Metrowest Daily News* did not come from me. Especially given Mr. Jannett's remarks, I am hopeful that the present Board of Selectmen will honor its duty to enforce town bylaws, which preclude a plan for a dog park at Middlesex Path that doesn't comply with the specifications articulated by the Board of Health; in which case it will likely be unnecessary for citizens to take further legal action.

Therefore I am sending also the original complaint that was submitted to Middlesex Superior Court, which explains how the dog park plan violates town bylaws. The town presented no argument to dispute the facts of the complaint; rather the town invested in legal action to have it dismissed without consideration of its merits. Concerned citizens are encouraged that the Board of Selectmen now appears to plan to enforce the bylaws, which is a turn of events.

I am also attaching the 2015 and 2017 letters from the Board of Health for reference.

Please let me know how you plan to proceed.

Thank you for your attention,
Melissa Probst

4 attachments



12-17-2015 BOH to Conserv Comm ltr.pdf
60K



APD Complaint.pdf
5006K



Board of Health Letter 12.1.17-1.pdf
1694K



Remarks for Selectmen's Mtg 5-28-19a.doc
34K



NATICK BOARD OF HEALTH

13 East Central Street

Natick, MA 01760

508-647-6460

Fax 508-647-6466

Peter A. Delli Colli, DMD, Chairman
Donald J. Breda, PE, Vice Chairman
Ian L. Wong, MSPH, Clerk
Paige Meisheid, MD, Physician to the Board
James M. White, Jr., RS/REHS, Director of Public Health

December 1, 2017

Matthew Gardner, Chairman
Natick Conservation Commission
13 East Central St.
Natick MA 01760

Re: Proposed Dog Park at Middlesex Path

Dear Matt;

The Natick Board of Health has reviewed WDA Design Group's October 11, 2017 revised proposed plans for the Dog Park at Middlesex Path. The Board observed the reduction to the size of the Park and the addition of wood chips to address the treatment of dog wastes.

While these measures may reduce the impact the dog park has on Lake Cochituate, the Board believes these revisions do not address the recommendations in our letter of December 17, 2015. The Board unanimously endorses that the design should insure a water tight barrier whereby "no contamination from dog wastes could enter the groundwater tributary to South Pond".

Although the Board of Health is in opposition to the dog park's current proposed location we extend our availability for continual discussion.

Very truly yours,

Peter A. Delli Colli, DMD, Chairman
Natick Board of Health

DONALD J. BRED A, PE
PETER A. DELLI COLLI, DMD
IAN L. WONG, MSPH
ALAN G. COLE, MD,
PHYSICIAN TO THE BOARD
JAMES M. WHITE, JR., RS/REHS,
DIRECTOR OF PUBLIC HEALTH

OFFICE OF THE
BOARD OF HEALTH
13 EAST CENTRAL STREET
NATICK, MASSACHUSETTS 01760

PHONE – 508-647-6460
FAX – 508-647-6466

Matthew Gardner, Chairman
Natick Conservation Commission
Natick Town Hall
13 East Central St
Natick, Ma 01760

December 17, 2015

Re Dog Park Proposal Middlesex Park

Dear Matt,

Thanks for taking the time to listen to my thoughts regarding the FIDO proposal to create a dog park at Middlesex Park along West Central Street (Rte 135) and Lake Cochituate.

As present Chairman of the Board of Health, the following summarizes the thoughts and opinions of our Board members as conveyed at our recent meetings. The net result was a unanimous vote by the Board to not approve the dog park being located at Middlesex Park as presently proposed by FIDO. This vote was taken at our most recent meeting of November 10, 2015.

From a Public Health standpoint, Middlesex Park is located in a nitrogen sensitive area, alongside South Pond of Lake Cochituate to the north and Fiske Pond to the south. As we know South Pond is a major source of drinking water for the Town.

Being designated a nitrogen sensitive area is intended to minimize the organic loading allowed within tributary areas of such sensitive natural resources as Lake Cochituate. Allowable loadings for subsurface disposal and treatment of wastewaters are more stringent and garbage grinders are not allowed. All are intended to minimize pollution loadings.

Years ago, Lake Cochituate was a pristine body of water and even served as a drinking water supply for the city of Boston and many surrounding towns.

Unfortunately, the years have not been kind to the lake. Development within tributary areas has increased nitrate loadings due to runoff and inadequate treatment. Industrial wastes runoff and leachate from treatment systems adjacent to the Lake and along Beaver Dam Brook have significantly affected Fiske Pond and South Pond. The Army Labs have historically contaminated the groundwater such that there have been remediation programs for many years to reduce contamination.


The net result is a lake with nutrients at such a level that water plants such as milfoil found a very fertile home and necessitated the types of programs employed in the last couple of years to maintain positive dissolved oxygen levels in the water. The Board believes these nutrient levels should not be increased with dog wastes.

Considering all of the above, the Board of Health believes it is not prudent to locate the dog park at Middlesex Park unless provisions are included in the design that provide assurances that no contamination from dog wastes could enter the groundwater tributary to South Pond. This could be done by excavating to a predetermined level always above the groundwater level, placing a plastic liner with crushed stone and perforated PVC pipe leading to an underground tank which would need to be pumped out and disposed of with other septage wastes.

If, after considering other issues regarding the appropriateness of the Middlesex Park location for the project, this site remains the preferred, the Board of Health can approve it provided positive provisions for pollution prevention like those described above are included in the design.

We are prepared to meet with you and your Board to discuss this matter at your convenience.

Very truly yours,

A handwritten signature in black ink, reading "Donald J. Breda". The signature is written in a cursive, flowing style.

Donald J. Breda, Chairman

Board of Health

CIVIL TRACKING ORDER
(STANDING ORDER 1- 88)

DOCKET NUMBER
1881CV01009

Trial Court of Massachusetts
The Superior Court



CASE NAME:

Melissa E Probst et al vs. Town of Natick Planning Board et al

Michael A. Sullivan, Clerk of Court
Middlesex County

TO: Irfan Nasrullah, Esq.
Law Office of Irfan Nasrullah
81 Main St
Hopkinton, MA 01748

COURT NAME & ADDRESS
Middlesex County Superior Court - Woburn
200 Trade Center
Woburn, MA 01801

TRACKING ORDER - A - Average

You are hereby notified that this case is on the track referenced above as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated.

STAGES OF LITIGATION

DEADLINE

	SERVED BY	FILED BY	HEARD BY
Service of process made and return filed with the Court		07/09/2018	
Response to the complaint filed (also see MRCP 12)		08/07/2018	
All motions under MRCP 12, 19, and 20	08/07/2018	09/06/2018	10/09/2018
All motions under MRCP 15	06/03/2019	07/03/2019	07/03/2019
All discovery requests and depositions served and non-expert depositions completed	03/30/2020		
All motions under MRCP 56	04/28/2020	05/28/2020	
Final pre-trial conference held and/or firm trial date set			09/25/2020
Case shall be resolved and judgment shall issue by			04/08/2021

The final pre-trial deadline is not the scheduled date of the conference. You will be notified of that date at a later time.

Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return of service.

This case is assigned to

DATE ISSUED

04/09/2018

ASSISTANT CLERK

Patricia M McCann

PHONE

(781)939-2748

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Superior Court Department
of the Trial Court
Civil Division

Civil Action No. 1881CV01009

Melissa E. Probst and
J. Barr Kenny,

Plaintiffs

v.

Planning Board, Town of Natick
Andrew Meyer, Chairman of Town
Of Natick Planning Board
Terri Evans, Planning Board Member
Glen Glater, Planning Board Member
Julian Munnich, Planning Board Member
Peter Nottonson, Planning Board Member
John Wadsworth, Planning Board Associate
Member,

Defendants

COMPLAINT

1. This is an action pursuant to M.G.L. c. 40A, §17 in which the Plaintiffs are aggrieved by a decision of the Town of Natick Planning Poard.
2. Plaintiffs are residents at 120 West Central Street, in Natick, Massachusetts.
3. The Defendant members of the Town of Natick Planning Board (hereinafter the "Board") are residents of Natick, Middlesex County, Massachusetts and their addresses are as follows:
 - a. Andrew Meyer, 31 Prescott Ave., Natick, MA
 - b. Terri Evans 73 Washington St., Natick, MA
 - c. Glen Glater 28 Reynolds Ave., Natick, MA
 - d. Julian Munnich 310 North Main St., Natick, MA

- e. John Wadsworth 1 Ridge Ave., Natick, MA
 - f. Peter Nottonson 11 Parker Court, Natick, MA
4. Plaintiffs are abutters to a proposed project located at 111 West Central Street, in Natick Massachusetts.
5. On or about March 14, 2018, the Board voted to issue a special permit relative to the proposed project at 111 West Central Street, in Natick, Massachusetts. Planning Board Member Pater Nottonson did not vote as he recused himself from the vote.
6. On May 21, 2018, the Board filed a Notice of Decision with the Town of Natick's Town clerk relative to a site plan approval and issuance of a special permit for a proposed dog park (hereinafter referred to as the "Dog Park"). The Notice of Decision and the Special Permit are attached hereto as "Exhibit A" and incorporated herein by reference.
6. The Town of Natick has promulgated zoning By-Laws relative to the development of land in the Town of Natick. As part of the Town's By-Laws, the Town developed an Aquifer Protection Overlay District (hereinafter referred to as the "APD"). The stated purpose of the APD is:
- A. To protect, preserve and maintain the existing and potential groundwater supply and recharge areas within the town;
 - B. To promote the health, safety and general welfare of the community; and
 - C. To circumscribe aquifers and aquifer recharge areas and impose conditions, where such are necessary, for enjoying uses of the underlying land.
7. Pursuant to the Town of Natick's By-Law, Section 9.2.6, the APD prohibits specific uses. One such prohibited use is enumerated in Section 9.2.6(3) is "The disposal of liquid or leachable wastes, except as permitted into subsurface waste disposal systems subject to regulation under Title 5 of the State Environmental Code". The full text of Section 9.2.6 is attached hereto as "Exhibit B" and is incorporated herein by reference.
8. The proposed Dog Park is located within the APD.
9. The Dog Park proposes to include a base of wood chips as a means of disposing of dog urine at the Park.
10. Dog urine is a liquid and leachable waste.
11. Depositing urine on a wood chip base is not an allowable method of disposal pursuant to 310 CMR 15.000, Title 5 of the State Environmental Code.
12. The Special Permit authorizing the Dog Park specifically found that the project does not propose to dispose of liquid or leachable waste. The Board determined that the

project does not include an act of disposal.

13. The Dog Park proposal does not include any method of removal of urine contaminated wood chips, and does not include an impervious surface to restrict leaching of liquid waste.

14. The Town of Natick's Board of Health (the "Board of Health") did not endorse the method of disposal of liquid or leachable waste and recommended that the project include an impervious surface to prevent leaching of such waste into the groundwater. The Board of Health wrote a letter to the Town's Conservation Commission, which was presented to the Board prior to its issuance of a special permit. A copy of the letter is attached hereto as "Exhibit C" and is incorporated herein by reference.

15. The decision of the Board exceeds the authority the Board.


16. The decision of the Board is based on a legally untenable ground.

17. The decision of the Board is unreasonable, whimsical, capricious or arbitrary.

Wherefore, Plaintiffs respectfully request the Court to annul the decision of the Town of Natick's Planning Board to issue a Special Permit and annul the Special Permit.

The Plaintiffs,
Melissa E. Probst and J. Barr Kenny,

By Their Attorney,



Irfan Nasrullah, Esq. (BBO # 628935)
81 Main Street
Hopkinton, MA 01748
Irfan@Nasrullah-law.com
(508) 329-9327

Date: April 9, 2018

EXHIBIT A



BUILDING

PLANNING

ZONING

CONSERVATION

COMMUNITY AND ECONOMIC DEVELOPMENT

BEFORE THE NATICK PLANNING BOARD

In Re Application of:
Middlesex Path Dog Park
111 West Central Street
Natick, MA 01760

Decision: 19-18

Parcel: Assessors' Maps 42, Lot 45B
Map 42 Lot 36
Map 42 Lot 37

SPECIAL PERMIT - AQUIFER PROTECTION DISTRICT

Statement of Facts:

This decision relates to the renovations to the park at the Middlesex Path for a proposed Dog Park, including the creation of a dog park area, walking paths, and additional parking. A site plan was prepared by Waterman Design Group, 31 East Main St Westborough, MA and consists of the following drawings:

<u>Sheet</u>	<u>Title</u>	<u>Last Revision Date</u>
C1.01	Existing Conditions Plan	March 7, 2018
C2.01	Layout, Materials and Planting Plan	March 7, 2018
C3.01	Grading, Drainage and Utilities Plan	March 7, 2018
C4.01	Details	March 7, 2018
C4.02	Details	March 7, 2018
C4.03	Details	March 7, 2018
C4.04	Details	March 7, 2018
C4.05	Details	March 7, 2018
C4.06	Details	March 7, 2018

Statement of Facts of Public Hearing:

Notice of the Public Hearing by the Board on the matter of Aquifer Protection District was published in the MetroWest Daily News on February 13, 2018, and then again on February 20, 2018. Notice of the hearing was also sent to all "parties of interest" as certified by the Boards of Assessors of the Town of Natick and posted in the Town Hall as required by Chapter 40A, Section 11, Massachusetts General Laws.

The Public Hearing by the Board on the matter of Aquifer Protection District was held on February 28, 2018, continued to March 7, 2018 and March 14, 2018, when the Board voted to close the Public Hearing.

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TOWN CLERK-NATICK

At the public hearings, the Applicant presented testimony on behalf of the Application and comments were received from the public and Town Departments.

Reports of Town Agencies:

Board received final reports from Health Department Director, Jim White, dated December 4, 2017. Victoria Parsons, Conservation Agent and General Planner received comments via e-mail from the Town Engineer, William McDowell, on October 19, 2017. Board received reports from Victoria Parsons, Conservation Agent and General Planner, dated December 6, 2017 and January 10, 2018. A memo from Dave Gusmini was received on January 2, 2018. Such reports are retained in the files of the Board.

Findings:

After considering all of the information and materials that it has received, including the Plans, reports of the Applicant's consultants, correspondence it has received and comments made at the Public Hearing, the Board makes the following findings relative to the Applicant's compliance with the requirements of Development in the Aquifer Protection District.

A. Aquifer Protection District Section III-A.5

The purpose and intent of the Aquifer Protection District (hereinafter referred to as "APD") is to protect, preserve and maintain the existing and potential groundwater supply and recharge areas within the Town of Natick by the imposition of conditions, when necessary, for use of the underlying land.

Section III-A.5 (4) sets forth the Permitted Uses within the APD. The section states that unless prohibited by other sections of the Zoning Bylaw, the uses permitted by the underlying district, either as a matter of right or pursuant to a special permit shall continue to be permitted uses in the APD.

The parcel is located in the Residential Single A (RSA) Zoning District the Applicant has proposed to install a dog park (an Institutional/Allowed Use) and as such the proposed use is a Permitted Use under Section III-A.5 (4).

Section III-A.5 (5) sets forth the Prohibited Uses within the APD. This section provides the specific uses that are prohibited from occurring within the APD. The Board finds that the project is not considered a "Prohibited Use" under Section III-A.5 (5).

The Board specifically finds that the project is not considered to include the "disposal of liquid or leachable waste" per Section III-A.5 (5b) of the Natick Zoning Bylaws. The Board determined that:

- The project does not include an act of "disposal" (i.e. the bringing of liquid or leachable waste to the site from offsite.)
- There is no overt act to transfer, alienate, or direct the ownership of property or substance(s).
- There is no prior collection or concentration of material or substance that is brought to the site.
- There are no collection points or engineered systems by which liquid or leachable waste is being disposed of on site as part of the project.

Board finds that the sole incursion to a level below 5 feet above the existing approximate spring high water level is a specifically designed infiltration component of site drainage.

Section III-A.5 (7) sets forth the Special Procedures for the issuance of a Special Permit in the APD. The site lies within the Aquifer Protection District (APD). The APD regulation (Section III-A.5 (7), Special Procedures Regarding the Issuance of Special Permits in the APD District) requires: "...a design to maintain aquifer recharge at pre-permit amounts where the impervious surface will exceed 20% of the lot area, and a design to cleanse and filter the runoff from such impervious surfaces recharged to the aquifer..." The Board finds the design 1) does not create a condition where 20% of impervious surface area is exceeded, and 2) the design conforms to the intent of the APD.

Pursuant to Section III-A.5 (7) (d), the Board makes the following findings relative to the Applicant's proposal:

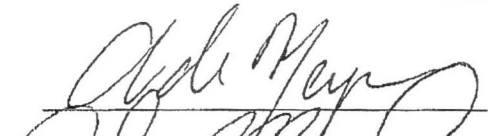
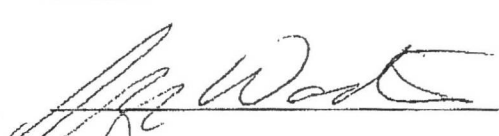
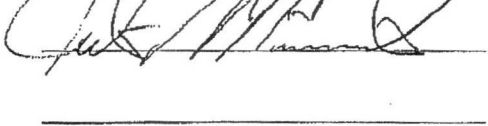
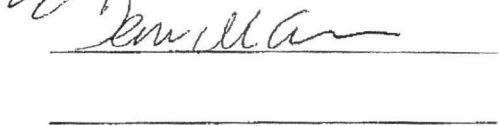
1. The parcel is located in the Residential Single A (RSA) Zoning District and the Aquifer Protection District and the proposed use is consistent with the purpose and intent of the RSA District and the APD.
2. The proposed use is appropriate to the natural topography, soils and other characteristics of the site.
3. The Applicant's proposal includes a variety of environmental remediation steps, including the installation of a groundwater monitoring well for pre-use and future testing as deemed necessary, which will benefit (and ensure no negative impact to) the Aquifer.
4. The proposed use will not have a detrimental impact on the Aquifer water supply during construction or thereafter, and such impact will be confirmed through the installation of a groundwater monitoring well for pre-use and future testing as deemed necessary.

Decision:

After deliberation and consideration of all of the foregoing, and after making the specific findings as set forth herein, the Planning Board, at its meeting on March 14, 2018, voted to **approve** the grant of a Special Permit pursuant to Section III-A.5 of the Natick Zoning By-Laws, subject to the following condition:

- The applicant shall install a groundwater monitoring well proximate to the proposed use. An initial test of the groundwater shall occur prior to the use of the site as a dog park. The monitoring well shall remain functional for future testing, as deemed necessary by the Conservation Commission or Planning Board.
- The site is subject to the Operation and Maintenance Plan approved by the Conservation Commission, dated December 2017 and which is incorporated into this Decision by reference.

NATICK PLANNING BOARD

	Yes		yes
	YES		YES

Date: March 14, 2018

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TOWN CLERK-NATICK

EXHIBIT B

1. Where the exact location of the boundary line of an APD is in dispute as to any parcel, the owner thereof may seek an advisory opinion from the Conservation Commission, who shall employ the services of competent professionals such as hydrogeologists or soil scientists, all at the expense of the owner. The evidence so produced shall be maintained in the records of the Town by the Conservation Commission and shall be produced, along with any other pertinent evidence, whenever the issue of location of or re-delineation of the boundary of an APD comes before a Town Agency or the Town Meeting.

9.2.4 Overlay District. The APD is an overlay district. The regulations of the APD shall supersede those of the underlying districts when more stringent.

9.2.5 Permitted Uses. Unless specifically prohibited by Section 5 hereafter, or unless a special permit is required by this Section, the uses permitted by the underlying zoning either as a matter of right or by special permit, shall continue to be permitted or allowed by special permit in the APD.

9.2.6 Prohibited Uses. In the APD District, the Board of Appeals shall not grant a variance to allow any use which is prohibited by this Section, or allow any use not permitted as a matter of right or not allowed upon the issuance of a special permit in the underlying zoning district, except that the Board of Appeals may grant variances or special permits to allow a change in use pursuant to Section 5.0.

The following uses are specifically prohibited:

1. Disposal on-site of solid wastes, other than brush and stumps;
2. Storage of petroleum or other refined petroleum products except within buildings which it will heat, and except in connection with replacement of existing tanks;
3. The disposal of liquid or leachable wastes, except as permitted into subsurface waste disposal systems subject to regulation under Title 5 of the State Environmental Code;
4. The discharge on-site of industrial process liquids;
5. Storage of road salt or other deicing chemicals, except as packaged for consumer use;
6. The depositing of snow containing road salt or other deicing chemicals on a site which has been transported from off-site;
7. The storage of uncovered manure;
8. The permanent removal or regrading of the existing soil cover resulting in a finished

grade at a level below five (5) feet above the existing spring high water level;

9. The mining of land, except as incidental to the exercise of a permitted or conditional use hereunder;

10. The storage or disposal onsite of hazardous wastes, toxic or hazardous substances, or radioactive materials;

11. Junk and salvage yards;

12. Trucking and bus terminals;

13. Heliports and airports;

14. Car washes.

9.2.7 Uses Allowed by Special Permit. The following uses are permitted upon the issuance of a special permit by the Special Permit Granting Authority ("SPGA") designated in the underlying zoning district. In the absence of such designation, the Zoning Board of Appeals shall be the SPGA for the purposes of the APD.

1. The storage and or disposal of hazardous waste, toxic or hazardous substances or radioactive materials is permitted provided that such storage and or disposals are incidental and necessary to the exercise of any permitted use or use allowed by special permit in the APD. Prior to implementation of any storage or disposal as described above, full plans insuring protection of the Town's Water Supply, for such storage and disposal, shall be submitted to the SPGA.

2. The application of fertilizers for non-domestic or non-agricultural uses provided that such applications are made in such a manner as to minimize adverse impacts on surface and groundwater due to nutrient transport, deposition and sedimentation.

3. The operation of a coin operated noncommercial laundry facility provided that the property does not utilize a septic system for any purpose, and that all waste water is discharged into a town sewage line and that no dry cleaning fluids or similar hazardous or toxic substance is discharged into the sewer system.

4. Where more than 20% of any lot is hereafter proposed to be impervious, a special permit shall be required to permit such use, on condition that water shall be recharged to the aquifer to compensate for all impervious lot coverage greater than 20%.

5. Coin operated or commercial laundries, provided that all waste water and no other fluids, are discharged into a town sewage line.

EXHIBIT C

Remarks Prepared for Board of Selectmen's Meeting, 5/28/19

The Town Counsel's memo of 5/22/19 recounts that Town Meeting decided in 1992 that this land would be transferred to the Conservation Commission for conservation purposes; and that that article was recorded in the registry of deeds 24 years later, in 2016. Thank you, Selectmen, for seeking this clarification from Town Counsel. To my understanding, the town has yet to publicly acknowledge that this was an aberration; and that it has tremendous implications for where we find ourselves today; and no town official has taken responsibility.

It was already known to town officials, and deliberately kept from the public, that this was rightfully conservation land, when in 2015 the Town Administrator issued the memo stating that the site had been approved by the Board of Selectmen for a dog park. By the time the project came before the Conservation Commission in 2016, it had considerable momentum. By now many "i"s have been dotted, and "t"s have been crossed; I am asking the Board of Selectmen to care about the distinction between what is presented as evidence, and what is true.

Persistent biases in the information presented by the town, and to the town, are reflected even in last week's memo to the Selectmen from Town Counsel: She references "the BOH vote from 2015 not to support the proposed dog park" and states that "the dog park has been engineered and reengineered and it is my impression that the potential concerns have been substantially minimized. I do not believe the BOH has taken any recent position on the dog park."

Knowing that the BOH reiterated its concerns in 2017, and that they were not addressed, this did not sound right to me, so I contacted the Board of Health today. In fact there is no basis to suggest that the BOH's position has changed since its statement of December 1, 2017, that: "The board unanimously endorses that the design should insure a water tight barrier whereby 'no contamination from dog wastes could enter the groundwater tributary to South Pond.'"

I also want to point out that, while town counsel states that the BOH's position "has no legal import, since the Dog Park does not meet any threshold for formal BOH review and permitting," the BOH's objections overlap with the requirements of the Aquifer Protection District (APD) bylaws. Those bylaws require a "subsurface waste disposal system(s) subject to regulation under Title 5 of the State Environmental Code." An APD review was not scheduled to take place at all, until it was advocated by concerned citizens that it was necessary.

It is understood that the formal appeal of the APD Special Permit was dismissed in Middlesex Superior Court. Please be informed that the appeal was dismissed on a technicality, and the merits were not heard. I am respectfully requesting that the Selectmen, who are also the Water Commissioners for the town, become familiar with the merits of that appeal.

Town counsel's memo of 5/22/19 also states that "The proposed dog park is within an Aquifer Protection District, but is not a prohibited use within that APD, pursuant to an opinion of the Building Commissioner." Please understand that the Building Commissioner's opinion, dated 1/2/18, is directly contradicted by Title 5 of the State Environmental Code, specifically 310 CMR 15.000.

In addition to the BOH's objections, and consistent with the standards asserted in the APD bylaws, similar concerns about the implications for Lake Cochituate were registered by the town of Wayland's Surface Water Quality Committee and the Cochituate State Park Advisory Board. Widely held concerns expressed by multiple entities would likely have deterred the Selectmen from initially approving this site; had they received an appropriate response when they inquired of the Town Administrator as to whether there was opposition to locating a dog park at Middlesex Path; and had it been their legitimate role to make such an approval.

I've chosen not to focus on Article 97 here. Our counsel at the Middlesex Path Neighborhood Association advises that it does apply. If the project moves forward, it will be up to the courts to decide.

People may argue that the rules have been followed, but there is no question that the spirit behind these laws, bylaws, and regulations, has been violated. It may be more comfortable for the Board of Selectmen to ride the momentum behind this project; but I am here to urge you to take a higher path, and to delay further movement until a preponderance of irregularities in the town's process have been properly investigated and their implications exposed. There needs to be an honest analysis of the relationship between these irregularities and where we are now.

Respectfully submitted,

Melissa Probst

P.S. In response to the point raised by Ms. Adelman-Foster, the reason there was not a focus on the conceivable nuisance issue is that this would have been a particular concern of abutters; and the abutters were not consulted in the town's decision to locate a dog park in our neighborhood.

December 2017

STORMWATER MANAGEMENT SYSTEM
OPERATION AND MAINTENANCE PLAN
LONG TERM POLLUTION PREVENTION PLAN

Natick Dog Park
Natick, MA

12/2017

PREPARED FOR:

Town of Natick
13 East Central Street
Natick, Massachusetts

RESPONSIBILITY:

Owner, or assigns will be responsible for implementation of the Operation and Maintenance Plan for the stormwater management system and Long-Term Pollution Prevention Plan for the Natick Dog Park and for any corrective action required.

SITE CONDITIONS:

The stormwater management system for the site includes porous pavers, closed drainage system, infiltration basins.

INFILTRATION BASIN(S) AND/OR DETENTION BASIN(S):

1. The basin(s) shall be inspected for accumulated sediment at least twice per year and sediment shall be removed when depth is 12 inches or at least once every 10 years.
2. Basins shall be inspected at least twice per year and immediately following large storm events to determine if the basin is functioning as intended. Inspections should be conducted during wet weather to determine if the basin is meeting the targeted detention times (24-hour average detention time). The basins shall be checked for slope integrity, soil moisture, vegetative health, soil stability, soil compaction, soil erosion, ponding, and sedimentation. Any necessary repairs shall be made immediately.
3. During the first few months following construction, the basin shall be inspected to ensure that the proposed vegetation becomes adequately established.
4. At least twice during the growing season, the basin, side slopes, and embankments shall be mowed and accumulated trash and debris removed.
5. To maintain the dense growth of vegetation, periodic reseeding shall be performed.

6. Basins shall not be used for snow removal and yard waste disposal.
7. Outlet control structures, headwalls, and riprap aprons or riprap stilling basins shall be checked a minimum of once per year for evidence of clogging or flow restrictions and cleared as necessary. Any debris or accumulated sediments which could hinder flows shall be removed and disposed.

LAWN/LANDSCAPE MAINTENANCE:

1. Perform a Spring Clean-up of the entire property and perimeter to include lawn areas and plant beds. Typically, this activity is conducted in the months of March/ April.
 - a. Remove and dispose of leaves, branches, debris, and litter off site in environmentally approved manner.
 - b. All lawn areas to be thatched, then raked or blown to remove thatch.
 - c. All plant beds, walks and garden edges to be power edged.
2. All dead or dying plant material shall be replaced upon the completion of the Spring Clean Up.
3. Perform a Fall Clean-up of the entire property and perimeter to include lawn areas and plant beds. Typically, this activity is performed and all areas cleaned before the first snow fall.
 - a. Remove and dispose of dead or dying annual plantings, leaves, branches, pine cones, needles, acorns debris, and litter off site in environmentally approved manner.
 - b. Cut back perennials and ornamental grasses.
4. Mulching
 - a. Turning of existing mulch beds and adding new mulch to be performed in the spring, during/ after spring clean-up. Care shall be taken not to uproot any dormant perennials or ornamental grasses.
 - b. Add new mulch to bed areas. Care shall be taken not to bury any dormant perennials or ornamental grasses.
 - c. New mulch to be dark brown shredded pine bark applied after spring clean-up.
5. Mowings
 - a. Lawn-turf control includes all maintenance required to produce green and healthy grass, and include on average 30 weekly mowings for lawn areas within the limits of the development.
 - b. The use of mulching equipment is desired to allow clippings to add nutrients back to the soil. Clippings to be bagged in areas adjacent to the sidewalks and porous pavers. Mulched clippings shall not be bagged in other areas unless otherwise approved.
 - c. Remove and dispose of any clippings or maintenance debris off site in an environmentally approved manner.
 - d. Sidewalks and the parking lot shall be blown off following mowing to remove grass clippings.

December 2017

6. Limit lawn watering: chose drought-tolerant landscaping and grasses, and use mulch and compost to retain moisture.
7. Under no circumstance shall the stormwater management system be used for yard waste and landscape debris.

DEICING:

1. The use and loading rates for application of deicing salts should be limited to the minimum required to maintain safe vehicular and pedestrian travel.
2. Alternative materials such as sand or gravel, calcium chloride, and calcium magnesium acetate should be considered in areas adjacent stormwater management facilities and resource areas.
3. No deicing materials shall be stored anywhere on site.

SNOW MANAGEMENT:

1. Snow shall be stockpiled in pervious areas as indicated on the plans where it can slowly infiltrate. Under no circumstance shall the stormwater management system be used for snow storage.
2. Avoid dumping/piling snow over catch basins or in drainage channels to prevent blockages and localized flooding of the drainage system.
3. The Owner shall be responsible to manage snow storage on-site and to ensure that snow is not stockpiled in the basins.
4. Snow beyond the capacity of the snow storage areas shown on the plans shall be removed from the site within 48 hours.
5. Sediments deposited from the snow storage areas shall be removed every spring.

SWEEPING OF PAVED SURFACES:

1. All paved surfaces on-site including driveways, walkways and parking areas both paved and porous pavers areas shall be swept at least once annually to remove accumulations of sand, silt, leaves, and other debris.
2. Sweeping should occur in March/April after snowmelt has occurred and thaw has begun. Sweepings shall be disposed of at an appropriate location away from resource areas (wetlands or waterways) and stormwater management facilities.

WOOD CHIP SURFACE:

1. The wood chip surface within the limits of the dog park shall be monitored every spring and fall to ensure there is a 3-4" depth of wood chips at all times.

December 2017

2. Existing wood chips shall remain in place and new wood chips shall be added to the surface as necessary.
3. Wood chips shall be delivered to the site via the maintenance drive and spread immediately upon delivery.

POROUS PAVERS:

1. No materials shall be stockpiled on the porous pavers.
2. Grass clippings and debris shall be blown, collected and removed from pavers after lawn areas have been mowed.
3. Monitor pavers for proper infiltration after large rain events.
4. Remove visible weeds and sediment from paver joints. Vacuum debris and replenish joints with specified aggregate as necessary.
5. See sweeping of paved surfaces sections above. Additional sweeping of porous pavers shall occur in the fall prior to the first snow fall.
6. Refer to manufacturer's maintenance guide for additional maintenance guidelines.

CRUSHED STONE FINES MAINTENANCE DRIVE:

1. The crushed stone surface within the limits of the maintenance drive shall be monitored every spring and fall to ensure there is a minimum 2 ½" depth of granite chip stone. Base material shall not be disturbed.
2. Additional stone shall be provided and compacted in place to ensure minimum depth as necessary.



Patricia O'Neil <poneil@natickma.org>

Fwd: Statement

1 message

Evelyn Melancon <evelyn@mlncn.com>
To: Natick Selectmen <selectmen@natickma.org>

Sat, Jun 8, 2019 at 9:22 AM

I have been unable to attend the town meetings but hope my voice can still be heard regarding the proposed dog park.

----- Forwarded Message -----

Subject:Statement

Date:Sat, 8 Jun 2019 09:12:49 -0400

From:Evelyn Melancon <evelyn@mlncn.com>

To:sweetsuds@gmx.com

Statement for the Board of Selectmen Meeting, June 10th, 2019

I am a Natick resident and have owned dogs for over 50 years. I'm a true blue dog lover and a strong proponent of creating places where dogs can socialize off leash. As a responsible owner I am also acutely aware of the inexact science of cleaning up after a dog and I know that where animals gather, ground contamination can occur. Natick is not the inner city; therefore I find it difficult to believe we cannot find a more environmentally appropriate location for our dog park, a place where our love for our canine companions need not risk adversely affecting life's most important resource, fresh water.

I know we can do better.

Evelyn Melancon

33 Fisher Street

508 655 7065

MEMORANDUM

To: Michael Hickey, Chair, Natick Board of Selectmen

CC: Melissa Malone, Town Administrator

From: Karis North

Re: Middlesex Path Dog Park

Date: May 22, 2019

Custody and Control of Dog Park Land

The proposed Middlesex Path Dog Park ("Dog Park") land is owned by the Town and is under the custody and control of the Natick Conservation Commission ("Commission"), pursuant to two votes of Natick Town Meeting. The 1992 Natick Fall Annual Town Meeting voted under Article 24 to transfer to the Conservation Commission, "for conservation purposes pursuant to G.L. c. 40, Section 8C," the care custody, management and control of land including the land on which the Dog Park would be located. The 2000 Natick Fall Annual Town Meeting voted under Article 29 to transfer the care and custody of several parcels of land from the Board of Selectmen to the Conservation Commission "for conservation and passive recreation." These two articles were recorded in the Middlesex South Registry of Deeds on May 12, 2016. The Town Meeting votes and recording information were provided to you as attachments to the email from Ms. Nottonson, so I have not re-attached them here.

Review of Time Line

The Dog Park has been subject to extensive review and comment within the Town of Natick, including legal review/opinions dating back to 2015 concerning the specific question under Article 97 raised by the neighbors (i.e., was the "change in use" a "disposition" of the land under Article 97. Some details of this review and timeline are set forth in a detailed memo from Conservation Agent Victoria Parsons dated February 13, 2018, which I attach as Exhibit A to this memo and which provides a comprehensive overview.

Article 97 Legal Opinions

This office has provided several legal opinions concerning the status of the land proposed to be used for the Dog Park, vis a vis Article 97. The two most recent legal analyses (one by letter from John Flynn dated July 29, 2016 (Exhibit B) and one by email from myself to Matt Gardner and Victoria Parsons dated June 22, 2017) support a conclusion that a dog park use for the land is not a "change in use" such that Article 97 and the EEA's Land Disposition Policy is triggered, as a matter of law. In connection with that opinion, we provided advice that the Natick Conservation Commission should consider whether the Dog Park was a use of the conservation land under its custody

and control that was consistent with its mission. The Commission made such a finding, after a public meeting on the subject, as discussed below.

The June 22, 2017 legal opinion that the Dog Park is not a change in use under Article 97 is reproduced here as follows (it is also contained in the minutes of the Commission meeting discussed below):

1. "Change in use" under the EEA guidelines is a legal question. It is defined as a) any transfer or conveyance of ownership or other interests; b) any change in physical or legal control; and c) any change in use, in and to Article 97 land or interests in Article 97 land owned or held by the Commonwealth or its political subdivisions, whether by deed, easement, lease or any other instrument effectuating such transfer, conveyance or change. A revocable permit or license is not considered a disposition as long as no interest in real property is transferred to the permittee or licensee, and no change in control or use that is in conflict with the controlling agency's mission, as determined by the controlling agency, occurs thereby.

Currently, there are no plans to transfer or convey the ownership or other interests, or change the physical or legal control of the property. Thus items (a) and (b) above do not apply.

Item (c) only applies if there is a change in use of the land "deed, easement, lease, or other instrument effectuating such transfer, conveyance or change." That also does not apply to the facts here.

Thus, I have concluded (and John concurs) there is no change in use with the project as contemplated and discussed, so long as the project and the land remains under the custody, care, and control of the Conservation Commission. As you and Jamie and I discussed, that means the Commission is the agency that applies for any permits, and contracts with any vendors for design, construction, maintenance, etc.

This is different than "change in use" on the ground, as a factual matter. Obviously, creating a dog park out of currently unmanaged land is a "change in use" but it is not "change in use" as a matter of law, under the EEA guidelines.

2. Active v. Passive goes to the question of the Commission's mission. There is no case law that defines that mission, nor is there any definition in the conservation commission enabling statute, MGL c. 40, section 8C. In my research, I found an opinion of the Attorney General from 1967 which states: "a proposed swimming area complete with all necessary sanitary facilities, at Island Grove Park and Pond in the Cove may properly be regarded as a project which the conservation commission may execute under the powers granted to it by" MGL c. 40, section 8C. I believe this stands for the proposition that active recreational facilities, with

accompanying facilities, are not outside the realm of a conservation commission.

Ultimately, the Commission will have to make a judgment, in consideration of its mission, as to whether a dog park on land under its control is consistent with that mission. Courts are generally deferential to local agencies, when implementing their mission, and should be here, so long as the Commission carefully discusses and documents to the extent possible why and how a dog park is consistent with its mission. In that discussion, the Commission should consider specifics of the dog park, including who would have responsibility for the dog park, its care and management. The Commission should also consider the specific uses allowed at the park, the specific activities allowed, and whether equipment or facilities – of either a temporary or permanent nature is required.

Conservation Commission Meeting/Findings

The Commission held a public meeting on June 26, 2017 to discuss whether the Dog Park use on the land proposed for the project was consistent with its mission. The Commission listened to comments, reviewed documents, and ultimately voted on a finding that the Dog Park was consistent with its mission. Meeting minutes are attached as Exhibit C. No appeal of or challenge to this decision was ever filed.

Dog Park Permitting Status

The proposed Dog Park does not trigger any formal permit review by the Board of Health (“BOH”); however the BOH were consulted early in the project, and voted against it. Two letters from the BOH were also included in the information emailed from Ms. Nottonson.

Subsequent to those letters, Town staff worked with Mr. White on project design and features to minimize risk to soil, drinking water, or the nearby Lake. Specific features of the project which are protective of these concerns are discussed in page 2 of the Parsons memo (Exhibit A).

The proposed Dog Park does not trigger any formal permit review by the Conservation Commission (does not meet thresholds under Wetlands Protection Act, Natick Wetlands Protection Bylaw or Natick Land Disturbance Bylaw).

The proposed Dog Park is within an Aquifer Protection District (“APD”), but is not a prohibited use within that APD, pursuant to an opinion of the Building Commissioner.

In early 2018, the Town applied for an APD Special Permit for the Dog Park from the Natick Planning Board. The APD Special Permit was issued on March 14, 2018 and filed with the Town Clerk on March 20, 2018. Exhibit D.

The APD Special Permit was appealed by the neighbors on April 9, 2018 in Middlesex Superior Court. Their Complaint was dismissed as untimely and a judgment of dismissal was entered on March 8, 2019. Exhibit E.

Conclusion

In my opinion, the neighbors are trying to relitigate matters which have already been resolved, and where they have lost. There is a BOH vote from 2015 not to support the proposed Dog Park, but that vote has no legal import, since the Dog Park does not meet any threshold for formal BOH review and permitting. Since that time, the Dog Park has been engineered and reengineered and it is my impression that the potential concerns have been substantially minimized. I do not believe the BOH has taken any recent position on the Dog Park.

All required permits for the Dog Park have been properly issued, and challenges dismissed. The Commission, after a lengthy public meeting and discussion, voted that the Dog Park was consistent with its mission under MGL c. 40, section 8A.

The claim that the Dog Park is a change in use, such that it constitutes a disposition of land under Article 97, and thus triggers the EEA Land Disposition Policy (which would require a votes of Town Meeting and the General Court, among other procedures), and the appeal to the MEPA office, is not well-founded. It is a last-ditch effort to stop the Dog Park.

Next Steps/Process

The Dog Park project was put out to bid, and bids were opened. I understand that the Town is going through the award process. The Procurement Officer is working on completing the award and preparing the contract, which (I believe) should be completed within the next week. When that process is complete, a recommendation concerning award of the construction contract will be presented to the BOS.

The funds for the Dog Park design were provided by the Stanton Foundation. The Stanton Foundation is providing an additional \$200,000 for the hard construction costs. The project bid is over that by more than \$50,000. FIDO, a dog park "friends" group has been raising these additional funds. I am in the process of working with the Town Administrator, the Conservation Agent, and the Procurement Officer, to secure these funds, including the process of reviewing and commenting on a MOU with the Stanton Foundation which is required before its funds will be released to the Town. When this process is complete (and in coordination with the award process, above), the BOS will be presented with the MOU with the Stanton Foundation for its consideration. The BOS will also be asked to consider accepting the additional monies from FIDO necessary to fully fund the construction of the project, as a gift to the Town, to be designated for a specific purpose. Some additional funds from FIDO may be available as part of the gift, to be designated for upkeep and maintenance of the Dog Park, further minimizing the costs to the Town.

The Commission has established Hours of Operation and Rules for the Dog Park. In addition, there is an O&M Plan and a Maintenance Schedule already in place.

MURPHY, HESSE, TOOMEY & LEHANE, LLP
Attorneys At Law

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 Sarah A. Catignani
 Felicia S. Vasudevan

Ann M. O'Neill, Senior Counsel

Please respond to Quincy

July 29, 2016

Matthew Gardner, Chairman
 Natick Conservation Commission
 Natick Town Hall
 13 East Central Street
 Natick, MA 01760

Re: Middlesex Path

Dear Mr. Gardner:

To supplement my December 16, 2015 letter to you, a copy of which is enclosed with this letter, I wish to clarify the status of Middlesex Path.

The Town of Natick acquired the Middlesex Avenue property by two (2) separate deeds in 1968 and 1972, respectively. In the 1968 deed the grantee is the Inhabitants of the Town of Natick. In the 1972 deed the Grantee is the Town of Natick. Neither deed provides that the land be used for a particular purpose. The effect of the two (2) deeds was that the land was held by the Board of Selectmen, for general municipal purposes.

Natick Town Meeting transferred the Middlesex Path property to the Conservation Commission by two (2) separate votes. The 1992 Fall Annual Town Meeting voted under Article 24 to transfer several of the Middlesex Path lots to the Conservation Commission for conservation purposes. The 2000 Natick Fall Annual Town Meeting voted under Article 29 to transfer several lots, including one (1) lot in the Middlesex Path property (0 Hunter Court End), to the Natick Conservation Commission for conservation and passive recreation use under Massachusetts General Laws Chapter 40, Section 8C.

As noted in my December 16, 2015 opinion to you, these two (2) Town Meeting votes were not recorded with the Middlesex County Registry of Deeds at that time. The 2013 Massachusetts Supreme Judicial Court decision cited in that December 16, 2015 letter provides that a Town Meeting vote to designate land for conservation purposes is not enough to subject property to the interests covered by Article 97 of the Amendments to the Massachusetts Constitution, absent recordation of a restriction on the title.

MURPHY, HESSE, TOOMEY & LEHANE, LLP
Attorneys At Law

Matthew Gardner, Chairman
Natick Conservation Commission
Natick Town Hall
July 29, 2016
Page 2

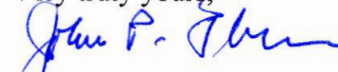
This issue arose during the 2016 Natick Spring Annual Town Meeting. Following the dissolution of Town Meeting attested copies of the two (2) Town Meeting votes were recorded with the Middlesex South Registry of Deeds on May 12, 2016. The 1992 Town Meeting vote was recorded at Book 67421, Page 505. The 2000 Town Meeting vote was recorded at Book 67421, Page 502. Copies of those two (2) recorded Town Meeting votes are enclosed with this letter.

In my opinion, the fact that attested copies of those two (2) Town Meeting votes have been recorded with the Registry of Deeds is a "recording of a restriction on the title" which makes the Middlesex Path property subject to the protections of Article 97 of the Amendments to the Massachusetts Constitution (Article 97). There is no deed which needs to be recorded in this context. The Town of Natick already owned the Middlesex Path property, as noted above. In order to make the Middlesex Path property subject to the protections of Article 97, the two (2) Town Meeting votes needed to be recorded.

The fact that the Middlesex Path property is now subject to the protections of Article 97 does not necessarily mean that a dog park is prohibited on the Middlesex Path property. As discussed on page 3 of my December 16, 2015 opinion, to answer that question the Conservation Commission must determine whether the proposed use is consistent with the provisions of Chapter 40, Section 8C of the Massachusetts General Laws, such as passive recreation (e.g. dogs walking or running), and preserving and maintaining the natural features of the site, or whether it will be more in the nature of active recreation, such as organized activity, competitions, shows, etc., or will disturb or alter a significant portion of the site.

If you or the Conservation Commission have any questions or need any further information, please contact me.

Very truly yours,



John P. Flynn

JPF:lac

Enclosure(s)

cc: Martha L. White, Town Administrator
William D. Chenard, Deputy
Town Administrator/Operations
James Errickson, Director of Community and
Economic Development

939648v1

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Alisia St. Florian	Felicia S. Vasudevan
Thomas W. Colomb	
	Ann M. O'Neill, Senior Counsel

Please respond to Quincy

December 16, 2015

Matthew Gardner, Chairman
 Natick Conservation Commission
 Natick Town Hall
 13 East Central Street
 Natick, MA 01760

Re: Dog Park

Dear Mr. Gardner:

In my opinion, the proposed dog park to be located in the area of Middlesex Park would not be subject to Article 97 of the Amendments to the Massachusetts Constitution, for the following reasons.

Article 97 of the Amendments to the Massachusetts Constitution provides in part:

"The people shall have the right to clean air and water, freedom from excessive and unnecessary noise, and the natural, scenic, historic, and esthetic qualities of their environment; and the protection of the people in their right to the conservation, development and utilization of the agricultural, mineral, forest, water, air and other natural resources is hereby declared to be a public purpose...Land and easements taken or acquired for such purposes shall not be used for other purposes or otherwise disposed of except by laws enacted by a two thirds vote, taken by yeas and nays, of each branch of the general court."

MURPHY, HESSE, TOOMEY & LEHANE, LLP
Attorneys At Law

Matthew Gardner, Chairman
Natick Conservation Commission
Natick Town Hall
December 16, 2015
Page 2

The 1992 Natick Fall Annual Town Meeting voted under Article 24 to transfer to the Conservation Commission, "for conservation purposes pursuant to G.L. c. 40, Section 8C", the care custody, management and control of land including the land on which the dog park would be located. The 2000 Natick Fall Annual Town Meeting voted under Article 29 to transfer the care and custody of several parcels of land from the Board of Selectmen to the Conservation Commission "for conservation and passive recreation". The proposed dog park would be located on one of those parcels.

From the information available to me neither of those Town Meeting votes has been recorded with the Middlesex County Registry of Deeds.

In 2013 the Massachusetts Supreme Judicial Court (the Supreme Judicial Court) cited a prior decision of that court which held that a town meeting vote to designate for conservation purposes land that had originally been taken for tax purposes did not subject that land to Article 97 protections absent recordation of a restriction on the title. Without the execution or recordation of a deed containing the conservation, the land "never became specifically designated for conservation purposes in the first instance" and accordingly "was not held for a specific purpose" under Article. 97, so "compliance with the provisions of art. 97...was not required" The Supreme Judicial Court held in that 2013 decision "This was true despite the clear intention of the town meeting members to hold the property for conservation purposes...As the plain language of art. 97 indicates, for land to be subject to the two-thirds vote requirement on disposition or use for other purposes, it must be '*taken or acquired for (the) purpose*'" of protecting interests covered by art. 97". Mahajan v. Department of Environmental Protection, 464 Ma.. 604, 615, 616, 984 N.E.2d 821, 830 (2013).

In my opinion, the proposed dog park would not be subject to the so-called public use doctrine, for the following reasons.

The Massachusetts Supreme Judicial Court held in the Mahajan case cited above: "The prior public use doctrine holds that "public lands devoted to one public use cannot be diverted to another inconsistent public use without plain and explicit legislation authorizing the diversion...However, that doctrine is only applicable "to those lands which are in fact '*devoted to one public use*' (emphasis added)". Mahajan Department of Environmental Protection, 464 Mass. 604, 616-617, 984 N.E. 2d 821,830 (2013).

MURPHY, HESSE, TOOMEY & LEHANE, LLP
Attorneys At Law

Matthew Gardner, Chairman
Natick Conservation Commission
Natick Town Hall
December 16, 2015
Page 3

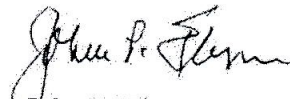
In my opinion, the land on which the dog park would be located is not "devoted to one public use" within the meaning of the Mahajan decision. That land is available for conservation and passive recreation purposes. As long as the dog park is used within those parameters there is no issue with the public use doctrine.

The Natick Conservation Commission must satisfy itself that the proposed dog park use will be consistent with Chapter 40, Section 8C of the Massachusetts General Laws. This is a fact intensive determination that will depend upon the specifics of the proposed use. For example, will the dog park be in fact passive recreation, such as persons walking dogs or dogs running free in an enclosed area? Or will it be more in the nature of organized activity, competitions, shows, etc., which would venture toward active recreation? Will it preserve and maintain the natural features of the locale? Or will it disturb or alter a significant portion of the locale?

In other words, the proposed dog park use is not per se contrary to the provisions of Chapter 40, Section 8C of the Massachusetts General Laws. The Conservation Commission must review the dog park proposal and determine whether that use is consistent with the provisions of Chapter 40, Section 8C of the Massachusetts General Laws.

If you or the Conservation Commission have any questions or need any further information, please contact me.

Very truly yours,



John P. Flynn

JPF:lac

cc: Martha L. White, Town Administrator
James Errickson, Director of Community and
Economic Development
Bryan R. LeBlanc, Esq.

Middlesex South Registry of Deeds
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Receipt Number	: 1941876
Recording Fee	: \$75.00

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208 Cambridge Street
Cambridge, MA 02141
617-679-6300
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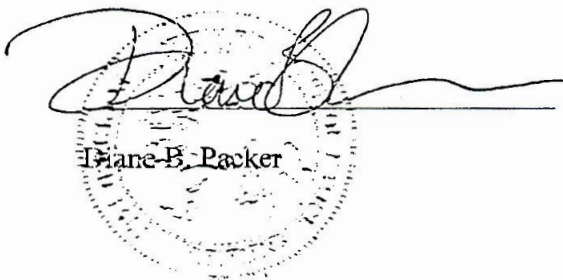
Diane B. Packer
Town Clerk

TOWN OF NATICK
Office of the Town Clerk
www.natickma.org

CERTIFICATE OF VOTE

I, Diane Packer, Town Clerk of Natick Massachusetts, do hereby certify the following vote:

The attached vote on Article 24 of the 1992 Fall Annual Town Meeting was taken on
October 8, 1992.



Diane B. Packer

PROCEEDINGS CONTINUED
Annual Fall Town Meeting
October 8, 1992 1st Session

ARTICLE 24
(Board of Selectmen)

To see if the Town will vote to transfer to the Conservation Commission, for conservation purposes pursuant to G.L. c. 40, Section 8C, the care, custody, management and control of all or part of the land in Natick shown on the Natick Assessors Maps as Map 42, Lot 36; Map 42, Lot 37; Map 42, Lot 45A; Map 42, Lot 45B; and Map 43, Lot 402, subject to any easements granted concerning said land, or otherwise act thereon.

FINANCE COMMITTEE RECOMMENDATION: The Finance Committee recommends indefinite postponement with regard to the subject matter of Article 24.

VOTED UNANIMOUSLY, to transfer to the Conservation Commission, for conservation purposes control of all or part of the land in Natick as printed above.

ARTICLE 25
AMENDMENT OF NATICK HOME RULE CHARTER TO MAKE
MINOR CHANGES IN WORDING
(Moderator)

To see if the Town Meeting will vote to approve an amendment to the Natick Home Rule Charter and to authorize the Board of Selectmen to take all steps required by law for amendment of the Charter. The amendment makes minor changes in wording necessitated by earlier amendments, court decisions, and events. The amendment shall be in six parts as follows:

Part 1 In Section 2-11 (d), pertaining to publication of the warrant, remove the provision requiring a duplicate distribution of the warrant by deleting the last sentence in its entirety.

Part 2 In Section 3-1 (a), pertaining to elective offices, in the first sentence, delete the words "trustees of the Leonard Morse Hospital". Also in the first sentence, change the name "recreation commission" to "recreation and human services commission." In the second sentence, remove the references to a redevelopment authority and the regional vocational school district so that the entire sentence is changed to read as follows:

In addition, members of a housing authority and representatives to such other regional authorities or districts as may be established by law or interlocal agreement may also be filled by the voters.

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Diane B. Packer
Town Clerk

TOWN OF NATICK
Office of the Town Clerk
www.natickma.org

CERTIFICATE OF VOTE

I, Diane Packer, Town Clerk of Natick Massachusetts, do hereby certify the following vote:

The attached vote on Article 29 at the 2000 Fall Annual Town Meeting was taken on October 10, 2000.


Diane B. Packer

13 East Central Street, Natick, MA 01760
508.655.6715
13 East Central Street, Natick, MA 01760

508.647.6430
508.647.6430

Fax:
Fax 508.655.6715

Summer Street, Natick, MA shown on Natick Assessors' Maps as Map 43, Lot 348, known as the Natick Central Fire Station, to a successful proposer who complies with the requirements of the Town's request for proposals, and that such request for proposals specify that reuse of the property be limited to the development of a center for performing and visual arts.

RECOMMENDATION: The Finance Committee recommends no action with regard to the subject matter of Article 28. (09/14/2000)

The sponsor of this article has asked for no action based upon the vote of the Board of Selectmen under Article 27.

NO ACTION TAKEN ON THE SUBJECT MATTER OF ARTICLE 28.

ARTICLE 29 (Board of Selectmen)

To see if the Town will vote in accordance with the provisions of Massachusetts General Laws Chapter 40, Section 15A to transfer the care and custody of the following parcels of land from the Board of Selectmen to the Natick Conservation Commission for conservation and passive recreation use as described under the provisions of Massachusetts General Laws Chapter 40, Section 8C:

<u>Street Address</u>	<u>Assessors Map, Lot</u>	<u>Acreage</u>
0 Hunter Court End	43-402	6.160
90 Cottage Street	61-17	2.500
0 Peterson Road Off	15-108	1.300
51 Water Street	64-64	1.290
471 Worcester Street	20-96	.748
0 Tamarack Road	39-36ZB	.742
26 Dover Road	64-42	.540
0 Pleasant Street	63-21B	.290
0 Tamarack Road	39-36	.212
0 Water Street End	64-64B	.170

,or otherwise act thereon.

RECOMMENDATION: By a vote of 10-0-0 the Finance Committee recommends favorable action with regard to the subject matter of Article 29. (09/14/2000)

Requires a 2/3 vote of Town Meeting

The purpose of this article is to transfer Town owned property from the Board of Selectmen to the Conservation Commission. The Municipal Surplus Committee during its review found or was made aware of various town owned parcels that qualify to be held as conservation land. Property under the jurisdiction of the Conservation Commission has greater protections from reuse than any other property. Property under a conservation restriction can only have the restriction removed by an affirmative vote of the Conservation Commission, Town Meeting, and the State Legislature.

Natick Conservation Commission
June 26, 2017

The meeting was called to order at 7:08pm by Chairman, Matthew Gardner.
Additional members present: George Bain, Kathy Rehl, Mike Downey, Jeff Richards, and Doug Shepard.

Discussion

Dog Park, use of land

Jamie Errickson represented the Town as proponents for the dog park project. He presented a slide show which highlighted that the proposed dog park is not a conventional dog park, no anticipated wetlands protection act or bylaw impacts, wood chips would be used as substrate, the park would provide a community need. The wood chips are natural and absorb chemicals in dog urine. There is a dog park in Foxboro, Normandy Dog Park that uses them and they have been working out great in that location. They need to be refreshed 1-2 times a year depending on dog park use. The old chips disintegrate over time. There is currently a lot of dead, fallen, and dying trees as well as an inundation of Oriental Bittersweet Vines and other invasive species in the area currently. NHESP has been consulted and they find the dog park use to be a non issue and can issue a formal letter of no affect when a formal design is presented, if it ends up needing to be reviewed by NHESP.

Jim Almonte, of Waterman Design, design consulting firm hired to complete design work with Stanton Foundation Grant, discussed design details. There are 17 parking spaces, 19 permeable pavement additional spaces are proposed.

The elevation of the dog park is 10 feet higher than the water levels. The wood chips and the separation to groundwater address urine pollution impacts to the water resources. The perc test results came back were presented.

The perc tests results show a very thick A, top soil, horizon in the test hole closest to the dog park where a proposed stormwater BMP is proposed. There was no mottling, no water observed. The perc test resulted in 3 minutes an inch perc rate. The test holes in the dog park limits itself were not accessible as the locations proposed were much higher in elevation. This means that there is probably even more ground water separation the further you move into the proposed dog park location. The designer can do more confirmatory soil testing in the future.

The BOH Director Jim White as well as in consultation with a well respected expert soil scientist Peter Fletcher recommend that the A horizon be left in place which will act as an infiltration layer for any dog urine. Jim White also stated when sighting septic systems there must be 5 feet of groundwater separation with fast draining soils and that this park is located over double that depth to ground water. The more separation to groundwater you have the better. Jim Almonte stated that solid waste would be required to be taken offsite to throw in garbage receptacles.

A question was posed from the public as to when the Stanton Foundation grant for design work came in, the Community and Economic Development Office would look into it.

Jim White stated that affects of the dog park to the drinking water supply was a concern of the Board of Health membership previously.

No research to substantiate this concern was cited.

Jim White said that the Board of Health members stated they preferred to see the park located somewhere else, but they do not have the updated, downsized plan nor the results of the perc test. He does not know how they feel about the updated project currently.

Matt Gardener read out the EOEa guidance from 1998 on Article 97 Land Disposition Policy. Attorney John Flynn, Town Council is in attendance to help in any legal guidance the Conservation Commission is seeing. Matt read the Statement of Policy Section I in full.

Matt stated that feels they must discuss if the project is first a disposition of Article 97 Land and if they conclude it is not a disposition of Article 97 land they must decide if the use of the property for a dog park is consistent with their mission.

Kathy Rehl stated she felt that the use of the land is very active and not consistent with the Commission's mission.

Matt Gardener stated that within the Statement of Policy, after re-reading, parts A and B do not apply. He does not take issue with the dog park use with respect to Article 97 land and does not feel it is a disposition of land.

Matt Gardener read out excerpts of Town Council opinion - Karis North

“1.”Change in use” under the EEA guidelines is a legal question. It is defined as a) any transfer or conveyance of ownership or other interests; b) any change in physical or legal control; and c) any change in use, in and to Article 97 land or interests in Article 97 land owned or held by the Commonwealth or its political subdivisions, whether by deed, easement, lease or any other instrument effectuating such transfer, conveyance or change. A revocable permit or license is not

considered a disposition as long as no interest in real property is transferred to the permittee or licensee, and no change in control or use that is in conflict with the controlling agency's mission, as determined by the controlling agency, occurs thereby.

Currently, there are no plans to transfer or convey the ownership or other interests, or change the physical or legal control of the property. Thus items (a) and (b) above do not apply.

Item (c) only applies if there is a change in use of the land “deed, easement, lease, or other instrument effectuating such transfer, conveyance or change.” That also does not apply to the facts here.

Thus, I have concluded (and John concurs) there is no change in use with the project as contemplated and discussed, so long as the project and the land remains under the custody, care, and control of the Conservation Commission...

This is different than “change in use” on the ground, as a factual matter. Obviously, creating a dog park out of currently unmanaged land is a “change in use” but it is not “change in use” as a matter of law, under the EEA guidelines.

2. Active v. Passive goes to the question of the Commission’s mission. There is no case law that defines that mission, nor is there any definition in the conservation commission enabling statute, MGL c. 40, section 8C. In my research, I found an opinion of the Attorney General from 1967 which states: “a proposed swimming area complete with all necessary sanitary facilities, at Island Grove Park and Pond in the Cove may properly be regarded as a project which the conservation commission may execute under the powers granted to it by” MGL c. 40, section 8C. I believe this stands for the proposition that active recreational facilities, with accompanying facilities, are not outside the realm of a conservation commission.

Ultimately, the Commission will have to make a judgment, in consideration of its mission, as to whether a dog park on land under its control is consistent with that mission. Courts are generally deferential to local agencies, when implementing their mission, and should be here, so long as the Commission carefully discusses and documents to the extent possible why and how a dog park is consistent with its mission. In that discussion, the Commission should consider specifics of the dog park, including who would have responsibility for the dog park, its care and management. The Commission should also consider the specific uses allowed at the park, the specific activities allowed, and whether equipment or facilities – of either a temporary or permanent nature is required.”

Mike Downey asked if the proposed additional parking constitutes a change in use.

Attorney Flynn stated that it is his opinion along with Attorney Karis North, not in attendance, that the project does not constitute a change in use as expressed and written in the EOEA guidance document.

George Bain reminded the public and the Commission members that any allowance they give with respect to the project proposal is revocable if they feel that a use becomes inconsistent with their mission.

Jeff Richards stated it is important to note that everyone should be able to use all Town amenities and feels the project is consistent with the mission of the Commission.

John Flynn stated it is not a question of disposition of Article 97 land but it is a question if the park is consistent with the Commission's mission.

Doug Shepard stated the project is overall an improvement to the area. He feels the railroad tracks are leaching chemicals over many years and is more of a concern. He stated that he feels there is no evidence or research available nor presented from any side that shows that the dog urine would negatively impact drinking water. He stated he did some rough calculations and the urine would have to run through 1.1 billion gallons of water to get to any drinking water well, and that would assume no filtration through the ground was happening along the way. He feels the project is protecting and maintaining as well as improving the land from what it is now.

Melissa Post, member of the public stated she feels that this project is not consistent with the mission per the website and read out the website overview section of the Conservation Commission.

"The Natick Conservation Commission's mission is to serve as the conservation conscience of the town, providing community leadership for natural resources planning. By coordinating closely with Town agencies, boards, and commissions related to town development, the commission works to protect, and where possible, enhance, plant and wildlife habitats. This is crucial in maintaining our natural resources and preserve the quality of life for inhabitants of Natick. The commission strives to keep informed of advances in the field of environmental protection and of the activities of neighboring conservation commissions to maintain current and regional perspectives on environmental matters."

Martin Kessel who serves on the Open Space and Recreation Planning Committee stated that this type of use is consistent with the Open Space and Recreation Plan and that the Conservation Commission's mission is in line with a dog park use on this particular property. He cited JJ Lane park and explained that there is a continuum of a variety of uses that are allowed on Conservation and other Town owned land.

Glen Kramer stated the regulations Melissa Post discussed are for projects that have no bearing on this discussion or project. It comes down to the mission of the Conservation Commission. He stated 310 CMR 5.02 LAND and PARC Grant program is a specific grant program.

Attorney Flynn stated that the 310 CMR 5.02 definition of active use is not broadly applied to Article 97 land.

A. Richard Miller doesn't believe it is limited to LAND and PARC land and that the definition of 310 CMR. 5.02 is significant to change in use. He doesn't want a project to add to the pollution of the land. He thinks that this project will need MEPA review.

Matt Gardener wants to appropriate and holistically manage lands that the Conservation Commission owns that believes this is part of their mission. This project fits under this need and this part of the Commission's mission.

A resident asked if other land has been looked at. A FIDO representative, Kelly McPherson, stated that other land has been looked at. She stated there were several site visits with FIDO representatives and town personnel a couple years ago to investigate various possible project site locations. Everyone concluded that the present proposed location would be the chosen location to move forward with design.

A resident asked if traffic is a concern and Jamie Errickson stated that the safety committee has looked at this project and traffic was not a particular factor or concern in their original analysis.

Peter Thompson stated that all over Natick there is heavy traffic during commuting times.

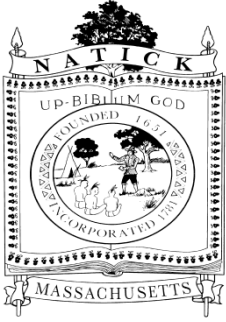
James Howe spoke and said that this project is a change in use and there will be pollution to the water system.

Glen Kramer reiterated that the Commission has to go back to questioning if the project is in line with their mission or not.

Mr. Gardner asked for a motion to vote to support that the proposed dog park is consistent with the Conservation Commission mission. Doug Shepard moved, George Bain seconded, all in favor 4-2. Kathy Rehl and Mike Downey voted against.

Mr. Gardner asked for a motion to vote to support the use of this parcel as proposed, a dog park, with continual Commission discussion and review throughout the design process. George Bain moved, Jeff Richards seconded, all in favor 5-1. Kathy Rehl voted against.

Meeting adjourned 9:00 pm.



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

MEMORANDUM

TO: Matthew Gardener, Chair, Natick Conservation Commission

FROM: Victoria Parsons, Conservation Agent/General Planner

CC: Jeremy Marsette, Director of Public Works
Conservation Commission
Jamie Errickson, Director of Community and Economic Development
Jim White, Director of Public Health
Files

DATE: February 13, 2018

RE: **Project Background Information; Proposed Dog Park, 111 West Central Street**

This memorandum is provided to inform the Conservation Commission (Commission) of the process taken to date by the Natick Planning Board and the Natick Conservation Commission on the Natick Dog Park proposed for the Middlesex Path – 111 West Central Street.

Over the past year, the Commission has completed an extensive review of the proposed Dog Park – from design and location perspectives. During this process, the Commission first reviewed the project with Town Counsel to understand if the use of the land (Middlesex Path), which is considered “Article 97” land under the control of the Commission, can be used as a dog park. After extensive research completed by MHTL (by John Flynn and Karis North), as well as many Commission members conducting their own research, the Commission was advised to conduct a public meeting in order to address this item. This public meeting was held on June 26, 2017.

The Commission was directed by Town Counsel that, in order to utilize the Middlesex Path for a dog park use, two votes or actions of the Board must be taken. The first vote must include a motion asserting that Commission members felt that the project and use of the property was in line with the mission of the Commission. The Commission voted with a majority in favor: four (4) in favor of this assertion and two (2) against.

The second vote must include a motion to approve the dog park project proposal being located at 111 West Central Street. The Commission voted with a majority in favor: five (5) in favor and one (1) against this motion, with the condition that the final design will be presented to the Commission, following approvals from other town Boards/Committees, for review and approval prior to any site work. Since the June meeting, Town Staff has worked through an extensive design process to ensure the design takes into account the many concerns, questions, items, etc. expressed to date by the public, Commission members, the Board of Health, and others.

During the Commission review process to date several questions were raised regarding the potential of soil contamination resulting from a dog park use on this property. Despite extensive research by staff and members of the Commission, to date no substantial research or scientific information showing adverse affects of a dog park on soil conditions has been presented to staff or the Commission.

In an effort to further research this topic, Town Staff also sought and received scientific based information from the Board of Health, Director, Jim White and a colleague of his, Peter Fletch - a highly regarded soil scientist in New England. Through this research, Staff learned that the best infiltration on a site such as the Middlesex Path for a use like a dog park comes from the first layer of soil, known as "the A horizon". This information led to some design changes, including the utilization of wood chips as the material for the dog park area, to be placed on top of the A horizon. For reference, the original design proposed to scarify the first several inches of the A horizon and add septic sand to help with infiltration. Ultimately, this approach was not recommended by Mr. Fletcher nor the BOH Director.

Additional research on the topic showed that using wood chips in a dog park further supported this design consideration because wood chips are a natural material for the removal of nitrogen. In conjunction with this design consideration, the Town also conducted soil tests on site (observed by the BOH Director), which showed a very large separation between the surface to groundwater in the area of the dog park. This further supported the current design being presented.

The link below is an article about how woodchips are being used to treat nitrogen in the agricultural parts of the Midwest.

<http://www.engineersjournal.ie/2016/07/26/woodchip-bioreactor-biological-nitrogen-removal/>

Several aspects of the design and use of the space are worth mentioning:

- The solid waste will be required to be picked up by users and bags will be provided on site.
- The design includes rainwater runoff control measures incorporated into the site (two storm water basins) for all additional parking areas, walking areas, and access road.
- The design process incorporated/investigated several measures to prevent contaminants from entering the abutting Lake Cochituate. The use of wood chips, proven to remove nitrogen, is one of the measures being used to address these concerns. Woodchips are actually being used to treat nitrogen in agricultural area in the Midwest.
<http://www.engineersjournal.ie/2016/07/26/woodchip-bioreactor-biological-nitrogen-removal/>
- The thick A horizon in this area (which will not be disturbed) will also provide contaminant prevention from entering the Lake by way of biological infiltration.
- The dog park is also located lower in elevation than the adjacent landscape (specifically train tracks) towards the Lake, so surface water-runoff is therefore flowing away from the Lake.
- The Town conducted soil tests to see where ground water is in order to understand if enough separation to groundwater is provided. After review and discussion with the Health Director, Jim White, there is (min) 7.5 + feet of groundwater separation - most likely more as you go further into the dog park area given grades – which more than exceeds the required separation for a proposed septic system located in similar proximity to the Lake.
- As informed by Director of Public Works, Jeremy Marsette, the groundwater well supplies at the Springvale Water Treatment Plant are greater than one mile from the proposed location of the dog park. He stated to me that these groundwater wells are not under the influence of surface water, they do not receive water directly from the Lake. The drinking water wells pump ground water from the aquifer. These wells are regularly tested for potential contaminants, including E. Coli. The ground water is also filtered, treated, and disinfected prior to distribution into the potable water system.

- As currently designed, the project does not trigger any formal permit review by the Board of Health. However, CED Staff has consistently worked with Jim White, Health Director, throughout the design process to inform and shape the current design.
- As currently designed, the project does not trigger thresholds for a filing under the State Wetlands Protection Act, Town Wetlands Protection Bylaw, the Land Disturbance Permit.
- The current design has been extensively reviewed by DPW and the Engineering Department. Comments from these departments have been incorporated into the current design. A copy of the design was also provided to the Public Health Director, Police Department and Fire Department.
- The Planning Board has issued conditional site plan approval pending Conservation Commission review as well as Planning Board review of the APD special permit.
- While the Dog Park has been deemed, by Dave Gusmini, Building Commissioner, to not be a prohibited use under the Aquifer Protection District Bylaw, the Planning Board requested an APD special permit application be filed. The Planning Board would like the Conservation Commission's input on the project before issuing a special permit.

- **Hours of Operation & Rules**

The design proposes to follow suit with the general trend of dog parks in Massachusetts and set dawn to dusk hours of operation.

The General Rules and Regulations are:

1. All dogs must be legally licensed and have proof of current rabies vaccination.
2. All dogs must be leashed upon entering and leaving the dog park.
3. Dogs in heat or younger than 4 months are not allowed in the park.
4. No more than three (3) dogs allowed, per owner or custodian, at one time.
5. Dogs must be removed at first sign of aggression to other dogs or humans.
6. The owner or custodian of the dog must remain in the dog area with the dog.
7. Dog feces & trash must be cleaned up by the dog owner or custodian.
8. Holes dug by dogs must be filled by the dog owner or custodian.
9. No pronged training collars or choke collars allowed.
10. No smoking, glass containers or food of any kind are permitted in the park.
11. No dog treats or toys are permitted in the park.
12. Dog handlers must be at least 18 years of age or older.
13. Children under the age of 12 are not permitted in the park.
14. No large dogs (greater than 25 lbs) are permitted in the small dog enclosure.
15. Owners or custodians are responsible for all actions of their dogs.

- **Rule Enforcing Agent/Body**

The Town proposes to have the Conservation Commission and their Agent is the enforcing body for general, non police related, questions or concerns.

- **Maintenance Schedule , O &M Plan**

In addition to the stormwater O&M Plan the design proposes:

Trash- the dog park shall be regularly inspected for trash and excrement. These shall be disposed of immediately.

Walkway- The pathway to and into the dog park shall be regularly swept of mulch and other debris to maintain ADA accessibility.

Snow removal will be completed by the Town of Natick pursuant to their snow removal policy already in place at this location will include the additional areas as noted on the plans.

Lawn Areas- will be completed by the Town of Natick pursuant to their grass cutting policy already in place at this location and will include the additional areas as noted on the plans.

In November of each year, seasonal items such as rakes, brooms, and hoses shall be removed from the Dog Park and stored in the shed. The water service shall be turned off so that the pipe doesn't freeze. The storm water facilities shall be inspected and maintained. Aside from the water line maintenance, FIDO shall hold a volunteer work day to accomplish these tasks.

- **Baseline Testing (related to water quality)**

Per Planning Board discussions, we have investigated baseline water quality testing at the site where the dog park is being proposed. There are two options for water quality testing. One would be a testing of groundwater directly within the dog park, option 1. The other would be in Lake Cochituate, option 2. After discussing with the Public Health Director, Jim White, the testing to be done as best indicator for animal waste by product(s) would be fecal coliform & nitrogen, both of which could be influenced by some other source(s) other than the dog park. The following options were discussed in detail with Jim White.

Option 1 has some logistical constraints. One restraint is that, after discussing with Jim White the Health Director who conducted soil tests at the site this past summer, there will be difficulties in collecting groundwater for testing. The soils are such that it was difficult to reach groundwater for sampling through a deep hole test. The groundwater is relatively deep at this site. The soils consist largely of coarse to medium coarse sand and gravel. Digging to groundwater by conventional method of backhoe would be difficult and potentially dangerous. The hole would need to be deep and the soils would interfere due to continually collapsing. We are also unsure if a backhoe would have the capability to dig deep enough to encounter the groundwater. The best method would be to drill to groundwater by a licensed drill company which would be rather expensive.

Option 2 has some concerns. This is the testing of water quality at the Lake. No matter where at the Lake we are testing, there are several environmental factors that will play a role in affecting water quality testing at any given time. These include temperature, geese, septic system failure, and heavy rain runoff. These all have the capability to affect the water quality of the Lake in its entirety and if a baseline test were to be conducted they would have to be taken into account as potentially impacting a change in the water quality down the line. In essence testing the water quality of the Lake would not allow us to definitively point a finger at the dog park as a culprit. Please also note that the Lake on the opposite side of the railroad tracks are utilized by a ski club during the summer months for water skiing and swimming which could also act as an influence on test results on a smaller scale.

- **Flooding Potential Impacts.**

The area is outside of the most up to date FEMA 100 year flood zone. There has been some documentation provided by neighbors showing that portions of the existing parking area have flooded once in the past. DPW has provided input as well indicating that the street near 111 West Central Street flooded once during the two back to back 50 year storm events in 2010. Other than these isolated events, the area has not been known to flood. The pre and post construction elevations indicate that the entire site will not be subject to flood zone inundation.

Attachments.

Thank you.

Cc: Director of Public Works
Conservation Commission
Director of Community and Economic Development
Board of Health
Files



COMMUNITY AND ECONOMIC DEVELOPMENT

BEFORE THE NATICK PLANNING BOARD

BUILDING

PLANNING

ZONING

CONSERVATION

In Re Application of:
Middlesex Path Dog Park
111 West Central Street
Natick, MA 01760

Decision: 19-18

Parcel: Assessors' Maps 42, Lot 45B
Map 42 Lot 36
Map 42 Lot 37

SPECIAL PERMIT - AQUIFER PROTECTION DISTRICT

Statement of Facts:

This decision relates to the renovations to the park at the Middlesex Path for a proposed Dog Park, including the creation of a dog park area, walking paths, and additional parking. A site plan was prepared by Waterman Design Group, 31 East Main St Westborough, MA and consists of the following drawings:

<u>Sheet</u>	<u>Title</u>	<u>Last Revision Date</u>
C1.01	Existing Conditions Plan	March 7, 2018
C2.01	Layout, Materials and Planting Plan	March 7, 2018
C3.01	Grading, Drainage and Utilities Plan	March 7, 2018
C4.01	Details	March 7, 2018
C4.02	Details	March 7, 2018
C4.03	Details	March 7, 2018
C4.04	Details	March 7, 2018
C4.05	Details	March 7, 2018
C4.06	Details	March 7, 2018

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TOWN CLERK-NATICK

Statement of Facts of Public Hearing:

Notice of the Public Hearing by the Board on the matter of Aquifer Protection District was published in the MetroWest Daily News on February 13, 2018, and then again on February 20, 2018. Notice of the hearing was also sent to all "parties of interest" as certified by the Boards of Assessors of the Town of Natick and posted in the Town Hall as required by Chapter 40A, Section 11, Massachusetts General Laws.

The Public Hearing by the Board on the matter of Aquifer Protection District was held on February 28, 2018, continued to March 7, 2018 and March 14, 2018, when the Board voted to close the Public Hearing.

At the public hearings, the Applicant presented testimony on behalf of the Application and comments were received from the public and Town Departments.

Reports of Town Agencies:

Board received final reports from Health Department Director, Jim White, dated December 4, 2017. Victoria Parsons, Conservation Agent and General Planner received comments via e-mail from the Town Engineer, William McDowell, on October 19, 2017. Board received reports from Victoria Parsons, Conservation Agent and General Planner, dated December 6, 2017 and January 10, 2018. A memo from Dave Gusmini was received on January 2, 2018. Such reports are retained in the files of the Board.

Findings:

After considering all of the information and materials that it has received, including the Plans, reports of the Applicant's consultants, correspondence it has received and comments made at the Public Hearing, the Board makes the following findings relative to the Applicant's compliance with the requirements of Development in the Aquifer Protection District.

A. Aquifer Protection District Section III-A.5

The purpose and intent of the Aquifer Protection District (hereinafter referred to as "APD") is to protect, preserve and maintain the existing and potential groundwater supply and recharge areas within the Town of Natick by the imposition of conditions, when necessary, for use of the underlying land.

Section III-A.5 (4) sets forth the Permitted Uses within the APD. The section states that unless prohibited by other sections of the Zoning Bylaw, the uses permitted by the underlying district, either as a matter of right or pursuant to a special permit shall continue to be permitted uses in the APD.

The parcel is located in the Residential Single A (RSA) Zoning District the Applicant has proposed to install a dog park (an Institutional/Allowed Use) and as such the proposed use is a Permitted Use under Section III-A.5 (4).

Section III-A.5 (5) sets forth the Prohibited Uses within the APD. This section provides the specific uses that are prohibited from occurring with the APD. The Board finds that the project is not considered a "Prohibited Use" under Section III-A.5 (5).

The Board specifically finds that the project is not considered to include the "disposal of liquid or leachable waste" per Section III-A.5 (5b) of the Natick Zoning Bylaws. The Board determined that:

- The project does not include an act of "disposal" (i.e. the bringing of liquid or leachable waste to the site from offsite.)
- There is no overt act to transfer, alienate, or direct the ownership of property or substance(s).
- There is no prior collection or concentration of material or substance that is brought to the site.
- There are no collection points or engineered systems by which liquid or leachable waste is being disposed of on site as part of the project.

Board finds that the sole incursion to a level below 5 feet above the existing approximate spring high water level is a specifically designed infiltration component of site drainage.

Section III-A.5 (7) sets forth the Special Procedures for the issuance of a Special Permit in the APD. The site lies within the Aquifer Protection District (APD). The APD regulation (Section III-A.5 (7), Special Procedures Regarding the Issuance of Special Permits in the APD District) requires: "...a design to maintain aquifer recharge at pre-permit amounts where the impervious surface will exceed 20% of the lot area, and a design to cleanse and filter the runoff from such impervious surfaces recharged to the aquifer...." The Board finds the design 1) does not create a condition where 20% of impervious surface area is exceeded, and 2) the design conforms to the intent of the APD.

Pursuant to Section III-A.5 (7) (d), the Board makes the following findings relative to the Applicant's proposal:

1. The parcel is located in the Residential Single A (RSA) Zoning District and the Aquifer Protection District and the proposed use is consistent with the purpose and intent of the RSA District and the APD.
2. The proposed use is appropriate to the natural topography, soils and other characteristics of the site.
3. The Applicant's proposal includes a variety of environmental remediation steps, including the installation of a groundwater monitoring well for pre-use and future testing as deemed necessary, which will benefit (and ensure no negative impact to) the Aquifer.
4. The proposed use will not have a detrimental impact on the Aquifer water supply during construction or thereafter, and such impact will be confirmed through the installation of a groundwater monitoring well for pre-use and future testing as deemed necessary.

Decision:

After deliberation and consideration of all of the foregoing, and after making the specific findings as set forth herein, the Planning Board, at its meeting on March 14, 2018, voted to **approve** the grant of a Special Permit pursuant to Section III-A.5 of the Natick Zoning By-Laws, subject to the following condition:

- The applicant shall install a groundwater monitoring well proximate to the proposed use. An initial test of the groundwater shall occur prior to the use of the site as a dog park. The monitoring well shall remain functional for future testing, as deemed necessary by the Conservation Commission or Planning Board.
- The site is subject to the Operation and Maintenance Plan approved by the Conservation Commission, dated December 2017 and which is incorporated into this Decision by reference.

NATICK PLANNING BOARD


<u>John Meyer</u>	<u>Yes</u>	<u>Joe West</u>	<u>yes</u>
<u>John Meyer</u>	<u>YES</u>	<u>Emilia</u>	<u>YES</u>

Date: March 14, 2018

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TOWN CLERK-NATICK

CLERK'S NOTICE	DOCKET NUMBER 1881CV01009	Trial Court of Massachusetts The Superior Court 
	CASE NAME: Melissa E Probst et al vs. Town of Natick Planning Board et al	Michael A. Sullivan, Clerk of Court Middlesex County
TO: Karis L North, Esq. Murphy, Hesse, Toomey & Lehane 300 Crown Colony Drive Suite 410 Quincy, MA 02169	COURT NAME & ADDRESS Middlesex County Superior Court - Woburn 200 Trade Center Woburn, MA 01801	
<p>You are hereby notified that on 03/08/2019 the following entry was made on the above referenced docket:</p> <p>Endorsement on Motion to dismiss complaint. After hearing and substantially for the reasons set forth in Natick's motion and memorandum, (#5.0): ALLOWED due to plaintiff's failure to conform to the procedural requirements of GL c.40A, sec.17. Specifically, plaintiffs failed to provide the Natick Clerk with notice of this action, together with the complaint within 20 days of the decision which plaintiffs appeal. This 20 day period coincides with the 20 day period in which plaintiffs must file the complaint. Here, the special permit was issued on 3/20/18. Plaintiffs filed their complaint by 4/9/18 but did not file notice with the Clerk. Plaintiff posits that the second paragraph provides an alternative procedure when a complaint is filed, as this one was, by a third party who was not the applicant, appellant or petitioner below. However, paragraph 1 of sec.17 by its terms applies to third parties ("Any person aggrieved...whether or not previously a party to the proceeding..."). The second paragraph thus provides obligations in addition to the first paragraph, not supplanting them. Because these procedural requirements are jurisdictional, and strictly construed, the complaint is DISMISSED. See memorandum in support and cases cited. So Ordered. Dated 3/8/19</p> <p>Judge: Barry-Smith, Hon. Christopher K</p>		
DATE ISSUED 03/08/2019	ASSOCIATE JUSTICE/ ASSISTANT CLERK Hon. Christopher K Barry-Smith	SESSION PHONE# (781)939-2748

ITEM TITLE: Joint Meeting of the Board of Selectmen, the Board of Health, and the School Committee to Vote to Support the Launch of Natick 180

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Opioid Task Force Restructuring-Chair C. Lucenta and Vice Chair J. White	6/7/2019	Cover Memo
Opioid Task Force Presentation	6/10/2019	Cover Memo



NATICK BOARD OF HEALTH
13 East Central Street
Natick, MA 01760

Phone 508-647-6460
Fax 508-647-6466

MEMO

DATE: May 30, 2019

TO: Michael J. Hickey, Jr., Chair, Natick Board of Selectmen

FROM: Cheryle Lucenta, Natick Opioid Task Force Chair
James M. White, Jr., Natick Opioid Task Force Vice-Chair

RE: Restructuring of Natick Opioid Task Force Work

Dear Chair Hickey,

The Natick Opioid Task Force (OTF) has completed the Board of Selectmen's charge to:

- *Seek to build a sustainable, coordinated, multi-disciplinary system of support, education and treatment for those affected by this public health crisis;*
- *Ensure for the effective coordination and enhancement of local resources; and*
- *Make recommendations on programs and/or service expansion based upon current knowledge.*

The Task Force shall develop partnerships with key stakeholders in the community and meet with this group at least quarterly. Such partners may include but shall not be limited to a recovery coach/recovering addict, a specialist in senior citizen addiction issues, a representative from SPARK Kindness, a representative from Faith-based organizations, and others who offer informed perspectives in support of the Task Force's mission.

The Task Force members recommends the creation of a unified coalition overseen by the Board of Health in collaboration with the Board of Selectmen and the School Committee. The new coalition will coordinate the Town of Natick's effectiveness and efficiency in preventing and reducing substance use disorders. The OTF respectfully recommends that the Board of Selectmen vote to dissolve the OTF and support the creation of a unified coalition that includes Natick Together for Youth (NTY) and is managed by the Natick Board of Health.

Progress Summary

The OTF is proud to report the following:

- The Natick Police Department (NPD) in collaboration with Advocates, South Middlesex Opportunity Council (SMOC) and Justice Resource Center (JRI) Health established a post-overdose and follow-up protocols. This grant funded projects connected 25 individuals to services at no additional cost to the Town.
- Funding from the Massachusetts Department of Mental Health Advocates Jail Diversion Program provided funding to hire a mental health clinician. In April 2019, the clinician began 'ride-alongs' during NPD responses. The clinician provides mental health assessments, crisis counseling, treatment referrals and coordinates post-overdose follow-up visits with Advocates, SMOC and JRI.
- The Natick Health Department developed an intranasal naloxone (Narcan) and distribution program that trained more than 200 individuals in responding to an opioid overdose. Seventy-five (75) Narcan kits have been distributed. Those

trained include family members of individuals with opioid use disorders, Town employees, volunteers, local businesses and community organizations.

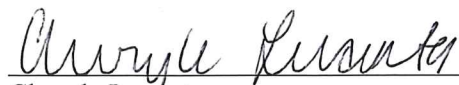
- More than 2,500 cards were distributed in identifying Natick resources and supports for those experiencing substance use disorders. The cards included input from SOAR Natick parents, the Natick Police and Fire Department.
- Natick Public Schools (NPS) expanded their grade 5-12 health education curriculum to enhance current opioid and other substance use prevention programs.
- NPS implemented Screening, Brief Intervention and Referral to Treatment (SBIRT) and depression screenings in the middle and high schools to screen students for substance use and depression and provide referrals.
- Approximately 2,000 pounds of unused medications were collected and destroyed through the medication disposal program sponsored by the NPD and Natick Health Department.
- In 2016, the Natick Community Services Department created and disseminated over 16,000 informational booklets about opioid use disorder and treatment resources to Natick residents.
- To support Natick parents and families impacted by substance use disorders:
 - In 2017, a Natick resident who lost a child to overdose, created “The Journey Bereavement Group”. The Journey meets monthly in space provided by the Natick Community Senior Center and supported by the Health Department.
 - *Learn a Better Way* is a parents/guardians’ workshop series for young person experiencing substance use disorder. A Natick trained parent coach for the Partnership for Drug Free Kids facilitates a meeting in a space provided by the Natick Service Council. Meeting materials are funded by the Natick Rotary Club.
- The OTF in partnership with Natick Together for Youth, SPARK Kindness, SOAR Natick, Natick Public Schools, Natick and Charles River Rotary Clubs and the Natick Interfaith Clergy Association supported more than a dozen community education events and resource tables. These events provide the distribution of research-based information about substance use prevention, treatment and recovery to more than 1,000 community members.
- The Town of Natick has been awarded more than \$700,000 in grant and private donations supporting Natick’s efforts to reduce substance use disorders. Funding includes \$625,000 in federal Drug Free Communities (DFC) grant, \$60,000 in FY2019 Massachusetts legislative earmarks, and \$10,000 in grant funds from the MetroWest Health Foundation. The NPD secured \$20,000 in substance use prevention funds from the non-profit PhRMA. Additionally, Natick community organizations and businesses have donated more than \$10,000 to the Town of Natick in response to the opioid crisis.

Sustainability of OTF Mission and Goals

The OTF completed a four-month strategic planning process that yielded recommendations for staffing, organizational development, and programmatic needs. As such, we believe that a formal dissolution of the OTF as it currently exists and an integration of its work with the prevention work of NTY will yield long-term results that are in the health interests of Natick residents.

As members of the Natick Opioid Task Force, we are grateful to the Board’s establishment and support of the OTF. The creation of the OTF has been instrumental in increasing Natick’s capacity to address substance abuse issue and that the Town is better for the collaborations that have been built. We look forward to further sustaining these efforts and integrating them into a comprehensive, communitywide approach that promotes the prevention of, treatment of, and recovery from substance use disorder.

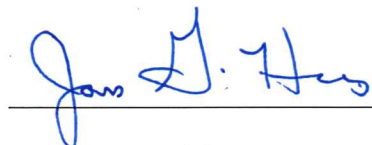
Sincerely,



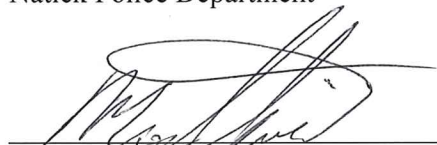
Cheryle Lucenta
Co-Founder, SOAR Natick
Chair, Natick Opioid Task Force



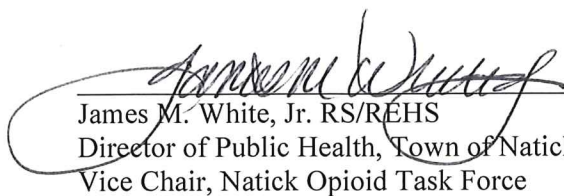
Susan G. Salamoff
Vice-Chair, Natick Board of Selectmen



Chief James Hicks
Natick Police Department



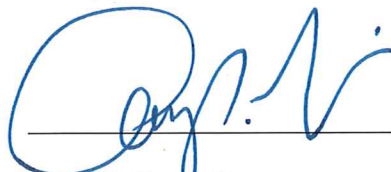
Chief Michael Lentini
Natick Fire Department



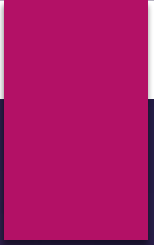
James M. White, Jr. RS/REHS
Director of Public Health, Town of Natick
Vice Chair, Natick Opioid Task Force



Ian L. Wong, MSPH
Chair, Natick Board of Health



Anna Nolin, Ed.D.
Superintendent, Natick Public Schools



Natick Opioid Task Force Presentation to the Natick Board of Selectmen

JUNE 10, 2019

Charge of the Natick Opioid Task Force (2016)

- ▶ Seek to build a sustainable, coordinated, multi-disciplinary system of support, education and treatment for those affected by this public health crisis;
- ▶ Ensure for the effective coordination and enhancement of local resources
- ▶ Make recommendations on programs and/or service expansion based upon current knowledge.
- ▶ Develop partnerships with key stakeholders in the community and meet with this group at least quarterly. Such partners may include but shall not be limited to a recovery coach/recovering addict, a specialist in senior citizen addiction issues, a representative from SPARK Kindness, a representative from Faith-based organizations, and others who offer informed perspectives in support of the Task Force's mission.

Progress to Date

- ▶ **Post-overdose follow-up protocols established within the NPD** to offer treatment navigation and support services to overdose victims.
- ▶ 40 hr./week Advocates **mental health clinician embedded within the NPD** to respond to calls involving mental health and/or substance use disorder.
- ▶ **Community Naloxone (Narcan) distribution program hosted by the Natick Health Department.** More than 200 community members trained to respond to an opioid overdose and 75 Narcan kits distributed to date.
- ▶ **2,500+ resource cards distributed** throughout the community, and **direct mailing about the opioid crisis sent to 16,000 Natick addresses.**
- ▶ **Expansion of NPS health education curriculum in grades 5-12** to enhance current opioid and other substance use prevention programs and **implementation of Screening, Brief Intervention and Referral to Treatment (SBIRT) and depression screenings** in middle and high schools.

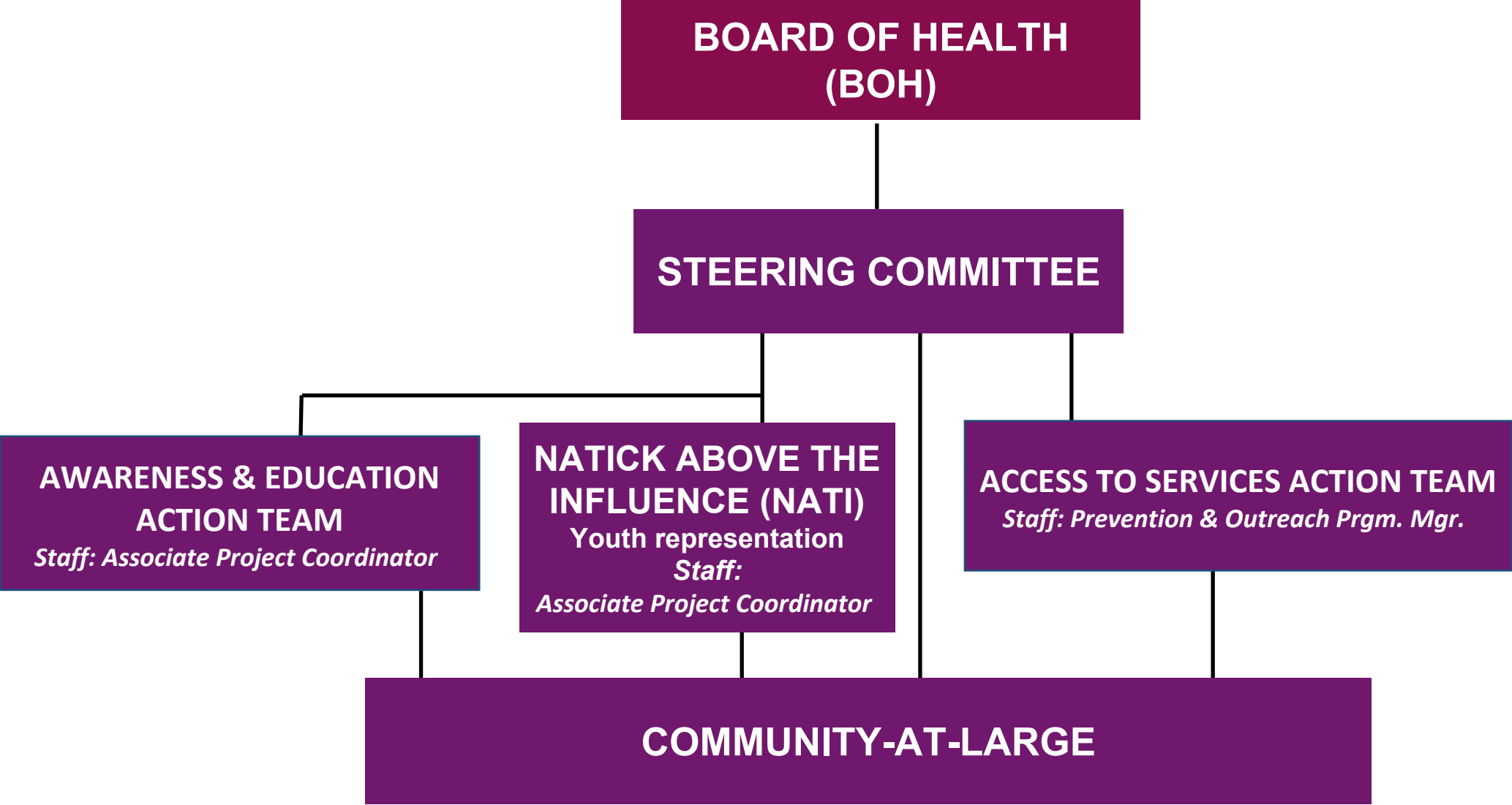
Progress to Date (Cont.)

- ▶ Developed **new supports for parents and families**.
 - ▶ The **Journey Bereavement Group** at the Community Senior Center
 - ▶ **Learn A Better Way family communication workshop series** at the Natick Service Council
- ▶ **Funding from SOAR Natick and Natick Rotary Club** offered to community members in early recovery to assist with small living and transportation costs.
- ▶ **More than a dozen community education events and resource tables** at community events attended by 1,000+ community members.
- ▶ **2,000 pounds of unused medications disposed of** through medication disposal kiosk and National TakeBack Days.
- ▶ **Over \$700,000 awarded to the Town of Natick** in grants and private donations for substance use prevention and addressing the opioid crisis. Includes the federal Drug Free Communities grant and a legislative earmark in the FY2019 state budget.

Joint Natick Together for Youth & Opioid Task Force Discussions

- ▶ Since January 2019, there have been 8 meetings involving leadership and members of Natick Together for Youth and the Natick Opioid Task Force
 - ▶ 2 with NTY Executive Board members and Opioid Task Force members—Members voted to recommend integration of the two groups and missions
 - ▶ 4 with newly formed Steering Committee
 - ▶ 2 with community members at large from NTY and Opioid Task Force work groups

Coalition Structure



*Part-time Administrative Project Coordinators
supports at all levels*

Steering Committee Members

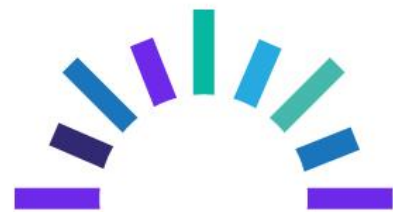
- ▶ Christine Guthery, SPARK Kindness
- ▶ Chief James Hicks, Natick Police Department
- ▶ Chief Michael Lentini, Natick Fire Department
- ▶ Cheryle Lucenta, SOAR Natick
- ▶ Dr. Anna Nolin, Natick Public Schools
- ▶ Karen Rufo, Natick Public Schools & Newton Wellesley Hospital
- ▶ Sue Salamoff, Natick Board of Selectmen
- ▶ Jim White, Natick Health Department
- ▶ Ian Wong, Natick Board of Health

Pending additions:

- 2 at-large community members
- Clergy representative

Priorities Moving Forward

- ▶ Continue to build a sustainable, coordinated **organizational structure** to address substance use prevention, treatment and recovery needs in Natick.
- ▶ Engage and educate Natick community members in best practices of **youth substance use prevention**.
- ▶ Improve access to short and long term, culturally appropriate **substance use treatment and recovery support services** for the Natick community.
- ▶ **Ensure sustainability** and growth of financial and human resources necessary to support the mission of the Coalition and address the needs of the Natick community.
- ▶ Provide clear, **regularly updated communications** to Coalition members and the general public about Coalition initiatives and resources.
- ▶ **Engage youth and young adults** in Coalition decision-making, planning, implementation and evaluation.



Natick 180

**Your community resource
for addiction education,
prevention & recovery.**

A decorative graphic on the left side of the page consisting of several colored bars (teal, blue, green, dark blue, purple) arranged in a fan-like pattern. A solid magenta rectangle is located in the top right corner.

Natick 180 is changing how we talk about addiction.

Natick 180 brings together a wide range of people and resources to address the factors that contribute to addiction and to build up the community characteristics that protect against it. Natick 180 also strives to foster community conversations about substance use and mental health that are driven by empathy, respect, science and data.

Addiction happens in all communities, and any individual and any family can experience it. But addiction does not define a person. Nor does it reflect how loving a family is. Or how much a community cares.

While addiction can not be prevented in every circumstance, by assisting individuals and families with connected programs, services and treatment providers, Natick can respond more effectively to help community members who experience addiction.

Natick 180.

Your community resource for addiction education, prevention, and recovery.

Upcoming Events & Activities

- ▶ Onboarding of new Associate Project Coordinator (Summer 2019)
- ▶ Integration of new social media and website (Summer 2019)
- ▶ Launch of NPS vaping cessation program (Fall 2019)
- ▶ Natick Days (Fall 2019)
- ▶ Hidden in Plain Sight display at Natick Mall (Fall 2019)
- ▶ Community rally & run for addiction prevention and recovery (Fall 2019)
- ▶ Annual vigil to remember those who lost their lives to addiction (Winter 2019)

ITEM TITLE: BOS Values and Visions as Basis for 2019 Goals
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Values and Vision as Basis for Goals - 2019	4/22/2019	Cover Memo
TA Goals & Work Plan	5/13/2019	Cover Memo



Natick Board of Selectmen

Values and Vision as Basis for Goals - 2019

Smart Growth and Economic Development

The Board's vision is to promote an ever more thriving community which attracts people from all walks of life. The Board values the character, vitality, cultural focus, and long-term viability of downtown Natick. The Board values the Town's strong commercial base and, in particular, supports the growth of the life sciences industry, and the long-term success of the Golden Triangle.

The Board recognizes that people come to Natick for its first class schools, its strong sense of community, and its affordability relative to nearby communities. The Board therefore believes that goals should be developed and updated with these interests in mind.

Quality of Life for All

The Board values improving the quality of life for residents of all ages. The Board's vision is to support responsible management and maintenance of capital infrastructure and critical assets, such as roadways and sidewalks, major buildings, and natural resources, as well as mitigation of traffic, safety and accessibility concerns. The Board's vision also includes enhancement of Town services.

The Board prioritizes improving the quality of life for all residents in an economically and environmentally-sustainable manner.

Financial Predictability

The Board values long-term financial planning, driven by strategic modeling, prudent fiscal management, informed decision making, and a view towards affordability. The Board supports open and honest discussion about whether existing services should be increased, reduced, or eliminated, whether new services should be created, and how to prioritize given budget constraints.

The Board values balanced outcomes, such as negotiation of sustainable and fair compensation (e.g., CBAs) and active management of major expense drivers (e.g., health care and pensions) while maintaining the ability to attract and retain employees.

Community Governance and Engagement

The Board values transparency, policy-driven long term strategic thinking and planning, and process-oriented and consistent implementation. The Board values communication and collaboration with all stakeholders.

The Board values its citizen volunteers, recognizing that the Town could not function without them, and therefore wishes to nurture those relationships. At the same time, the Board values new voices and perspectives, so it wishes to encourage broader civic engagement.

Perhaps most importantly, the Board values its dedicated Town employees, whether full or part-time, union or non-union, seasonal or year-round. The Board places a high premium on attracting, developing, and retaining a strong, engaged workforce, and believes that providing competitive and fair compensation and benefits is a key factor in this regard.

Generally speaking, the Board encourages the Administration to constantly challenge the status quo, pursue operational efficiencies, and find a better way to meet Natick's needs.

Adopted March 25, 2019 – Board of Selectmen

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

Town Administrator – Town of Natick

Goals & Workplan

May 11, 2019

Smart Growth & Economic Development

Goals

- ❖ Create and evaluate feasible options that could provide for private public partnerships.
- ❖ Evaluate and set desired growth within metrics of reasonable expansion of water and other existing infrastructure.
- ❖ Streamline dissemination of development plans and options on-line to help facilitate local business opportunity and mitigate toward on-line application and document submittal.

In the coming 6 - 9 months

- Pursuant to Natick 2030 (R1.1) assist the BOS, Economic Development Committee, and Natick Center Associates determine their respect roles and responsibilities (See 5.20, Economic Development, of Natick 2030).
- Join and actively participate in the MetroWest Life Sciences group.
- Finalization and publish a Permitting Guide for the Town of Natick.
- Work to determine a feasible and best functional uses of the Town Common given the goals of economic development and thoughtful use of community space.
- Assist the BOS in assessing and evaluation of a “downtown” parking solution – garage financing, and increase of off-street parking close to Natick Center (residential permits and commercial)
- Provide analysis and information regarding establishment of a municipal redevelopment agency.
- Provide points of consideration for policy discussions regarding non-automotive transportation: bikes, motorized scooters, and Vespas, etc. Town Administration will present to the BOS items to consider in making its policy decisions, and the discussion will address: public safety concerns, lessons learned from other communities, and how the new capital infrastructure projects in the coming 4-5 years may encourage or discourage particular types of transportation modes at this time in particular areas.

- Provide recommendations to the BOS on licensing modifications for entertainment, food, and liquor establishments.
- Establish what the cost and method would be for a branding campaign for the Town of Natick that can be embraced by all.

Quality of Life for All

Proposed Goals

- ❖ Determine what is considered “affordable” for “Natick” based upon resident data and the Board’s visions.
- ❖ Address intergenerational fairness within our Town.
- ❖ Cost benefit analysis of the Town’s services and program, to provide a recommendation for continuing with investment or modification of spend.

In the coming 6 - 9 months . . .

- Begin the conversation with the Housing Authority regarding ways to possible fund modernization of existing and increase in mixed income. Natick 2030, 2.27.
- Help BOS evaluate whether a demolition delay and increased fee is complementary of the BOS’ vision for Natick. Natick 2030, 2.37.
- Collaborate with the Conservation Commission on preservation of existing open space.
- Assist the BOS understand and assess the Senior Property Tax Exemption Study Committee’s results, and provide a recommendation for consideration.
- Evaluate existing Human Services efforts and possible partnerships with non-profits for further support and collaboration.
- Work to better define what type of Affordable Housing the BOS supports (i.e. cluster housing, mixed use), and provide guidance and feedback to the Affordable Housing Trust and Planning Board to provide direction on what will be sought out by municipal departments and leaders.
- Evaluation of all respective Town departments to determine whether existing investment is sufficient or needs to be modified and/or redirected.
- Provide recommendations on capital infrastructure, including possible additional spend or disposition of Town property.

Financial Predictability

Goals

- ❖ Determine short and long term financial objectives.
- ❖ Improve collaboration and better coordination with Natick Public Schools.
- ❖ Define expectations of how to measure competing Town interests.

In the coming 6 –9 months . . .

- Analyze department invest and capital infrastructure in determining operational and capital budgets.
- Review and update of Finance Management Principles.
- Work with vendor to have the demographics and debt on ClearGov updated.
- Transparency of spend to our residents and businesses with ClearGov, and continuing to work with Natick Public Schools to have similar level of transparency of year over year spending. Trending models help determine financial predictability and the more specific the greater amount of predictability.
- Assist in establishing joint meetings with BOS and School Committee to discuss issues of anticipated significant spend and funding sources. Work to establish a clear understanding of historical and present enrollment trends, to help inform budgeting.
- Substantial completed MEPA analysis and information sharing with NPS based upon similar positions and total compensation.
- Dynamic comparison of where the Town of Natick sits to its peers with respect to debt, budgeting generally, and affordability.
- The BOS will be provided with a comprehensive liability analysis, inclusive of items such as OPEB, and benefits to current employees.
- Begin migration of data and upgrade of our accounting systems upgrade that will allow us to remove our dependence on a legacy billing system.
- Once documents are received from pension administration and respective Trustees perform a systematic evaluation of all Town pensions and improve coordination.
- Review and analysis of healthcare coverage options.

- Adoption of permitting and licensing for adult use recreational marijuana and accurate assessment of Town municipal cost to maintain appropriate controls and oversight.

Community Governance & Engagement

Goals

- ❖ Create multiple platforms to communicate with our community stakeholders and employees.
- ❖ Create the space for collaboration of ideas and realistic asks of residents and businesses participation.
- ❖ Capture and communicate regularly with stakeholders on a variety of issues.

In the coming 6 – 9 months. . .

- A comprehensive roll-out is forthcoming from our new Director of HR related to explanation of Town benefits, policies, and thoughtful ways to recognize the great work being done in our Town's employees.
- Work to maintain a continued positive partnership with the Personnel Board and personnel board members understand the merit review process and system.
- Begin the modernization of our HR records system to allow employees better access to understand their benefits.
- Publication of one comprehensive Town Guide with all Town Departments participating and noting scheduled community events and programming.
- Correspondence to residents in print and various social media platforms is forthcoming.
- Collaborate with the Town Moderator and newly created committee regarding a review of our Town Meeting procedures.
- Refreshing our website will provide a more complementary and organized manner to share information regarding events and to promote engagement.
- Determine whether existing reporting platforms are meeting our needs and providing the efficient communication between residents and businesses and Town departments.

ITEM TITLE: Town Hall Office Hours

ITEM SUMMARY:

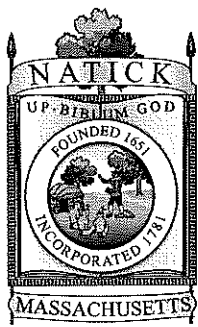
ITEM TITLE: Deputy Town Administrator for Operations: Contracts

ITEM SUMMARY:

- a. Award contract for construction of Middlesex Path Dog Park
- b. Approve and sign Memorandum of Understanding between the Town of Natick and the Stanton Foundation
- c. Accept \$225,000 grant from the Stanton Foundation for construction of Middlesex Path Dog Park
- d. Accept \$74,750 gift from FIDO, Inc. for construction of Middlesex Path Dog Park
- e. Award contract for parking meter poles replacement

ATTACHMENTS:

Description	Upload Date	Type
Construction: Contract Award Recommendation & Contract	6/7/2019	Cover Memo
Invitation for Bids	6/7/2019	Cover Memo
Town of Natick/Stanton Foundation Memorandum of Understanding	6/10/2019	Cover Memo
Parking Meter Poles: Contract Award Recommendation & Contract	6/10/2019	Cover Memo



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa A. Malone, Town Administrator
William D. Chenard, Deputy Town Administrator - Operations
James Errickson, Director, Natick Community Development
Victoria Parsons, Conservation Agent, ex.

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: June 3, 2019

SUBJECT: CONTRACT AWARD
Natick Dog Park Construction

On May 9, 2019, sealed bids were received in accordance with M.G.L. c. 30, §39M, for the procurement of services to construct a dog park in the Town of Natick. Bids were received from five (5) bidders. (See attached.)

The lowest bidder, Cassidy Landscaping, LLC, is the lowest responsible and eligible bidder. We have signed an agreement to extend the time for award, so as to allow sufficient funding to be made for award. (See attached.)

This contract is intended to be funded by two sources - \$225,000 from the Stanton Foundation, with the balance coming from a gift from a private non-profit entity, Fido, Inc. (\$74,750). No taxpayer revenues are implicated in this contract.

We recommend that the Natick Board of Selectmen award the contract to Cassidy Landscaping, LLC for the complete main bid work, as provided for in the Town's Invitation for Bids; provided, however, that the following three (3) conditions are satisfied: First, the Town and the Stanton Foundation agree upon the terms of the attached Memorandum of Understanding, which is presented to the Town for its approval by separate vote this evening. Second, the Town receives the intended \$225,000 funding from the Stanton Foundation. Third, the Town receives the intended \$74,750 from the Stanton Foundation. We do understand that Fido, Inc.'s contribution will be received on or about the evening that this contract award will be made, with Stanton's to come upon receipt and approval of the attached Memorandum of Understanding.

Subject to the foregoing, the amount of the award will be for \$299,750.00, as provided for in Cassidy Landscaping, LLC's bid. We have reviewed the bids received and have checked the references and qualifications of Cassidy Landscaping, LLC, and have determined it to be a responsible and eligible bidder.

I understand that you will act in good faith to review this award and to authorize a contract accordingly.

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

Bids Received:	05/09/2019
Newspaper Advertisement (<u>Metrowest Daily News</u>):	04/22/2019
Website Posting:	04/17/2019
Town Hall Postings:	04/17/2019
Central Register:	04/24/2019
COMMBUYS Posting:	04/17/2019

Funding: Stanton Foundation Grant (\$225,000.00)

Funds from FIDO, Inc. (\$74,750.00)

Bids Received: See attached.

AGREEMENT TO EXTEND TIME FOR AWARD OF BIDS (ADDITIONAL TIME)

This Agreement ("the Agreement") is entered into this twenty-eighth day of May, 2019, by and between the Town of Natick, Massachusetts, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, having an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760 (hereinafter "the Town"), and Cassidy Landscaping, LLC., a limited liability company duly organized under the laws of the Commonwealth of Massachusetts, having an address of 54 Cummings Park, Suite 336, Woburn, MA 01801 (hereinafter "Cassidy") (collectively "the Parties").

Whereas, in May, 2019, the Town issued an Invitation for Bids for Construction of a Dog Park in the Town of Natick ("the Dog Park Project"), for which sealed bids, solicited pursuant to M.G.L. c. 30, §39M, were due on or before Thursday, May 9, 2019 (at 11:00 A.M. EDT);

Whereas, in response to said Invitation for Bids, Cassidy submitted the lowest bid;

Whereas, the Dog Park Project is intended to be funded by both grant funding and a gift from a non-profit organization;

Whereas, the gift and grant funding have not been finalized and deposited so as to allow award to proceed under M.G.L. c. 44, §31C;

Whereas, said Invitation for Bids required that the Town award a contract, if at all, under said document, thirty (30) days after the deadline to receive sealed bids on May 9, 2019 (i.e., by June 8, 2019);

NOW, THEREFORE, the Parties now agree to extend the deadline an additional thirty (30) calendar days (to Monday, July 8, 2019.)

The Parties also agree in principle to extend the deadline further in writing if it imminently appears to the Town that an additional extension would result in timely resolution of the issue.

By executing this Agreement, nothing shall obligate the Town to award any contract pursuant to the IFB. Nothing also definitively states that Cassidy is responsible and/or eligible.

The Town of Natick, Massachusetts

By:



Signature



Printed Name

Chief Procurement Officer, Town of Natick

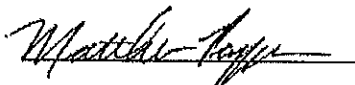
Printed Title

Dated:

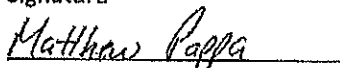
5/28/19

Cassidy Landscaping, Inc.

By:



Signature



Printed Name

Business Development Manager

Printed Title

Dated:

5/28/19

I/FB Opening Form

Date & Time: May 9, 2018, 11:00 A.M. EDT

*Not a bid. Informal requirements that they be with the bid. Omissions will be waived and treated as minor informalities, if provided in a timely fashion.

Witness Signature:

Town of Natick, Massachusetts
Contract for Construction Services
Related to the Installation of a Dog Park in the Town of Natick

This Contract is made this tenth day of June, 2019, 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 Cassidy Landscaping, LLC, a limited liability company organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 54 Cummings Park Drive, 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 regarding the Scope of Services outlined in paragraph 1, below, if any exist between the Town and the Contractor regarding the subject matter of this Contract, 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 construction services related to the installation of a dog park in the Town of Natick, as described in the Invitation for Bids for Construction Services Related to the Installation of a Dog Park in the Town of Natick ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor'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 specified in the opening paragraph written above, 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 Invitation for Bids/Order of Priority of Contract Documents

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

Highest Priority: Amendments to Contract (if any)

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

5. Payment

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

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 Bids, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

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

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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 three (3) years 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

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

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

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company 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.

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- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
- k. The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.

9. Indemnification

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

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, commissions, 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

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injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

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

12. Performance Bond

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 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

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

16. No Smoking

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

17. Criminal Background Screening

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

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and 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

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Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.

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

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

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

20. Notices

Except as otherwise provided in this Contract, all notices required or permitted to

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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: Melissa A. Malone, Town Administrator
 Natick Town Hall
 13 East Central Street
 Natick, MA 01760

With copies to: Karis L. North, Esq.
 Murphy, Hesse, Toomey & Lehane, LLP
 300 Crown Colony Drive, Suite 410
 Quincy, MA 02169

If to the Contractor: Cassidy Landscaping, LLC
 54 Cummings Park Drive
 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.

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- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national

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

- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent

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

Cassidy Landscaping, LLC
by:

Michael J. Hickey, Jr., Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Jonathan H. Freedman, Clerk

Printed Title

Karen Adelman-Foster

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: _____

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

Karis L. North, Esq.

Dated: _____

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CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

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

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

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

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

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

Signature

Printed Name

Printed Title

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

**APPENDIX 1
TOWN OF NATICK
BID FORM
(5 pages)**

The undersigned hereby submits a sealed bid for construction services related to the installation of a dog park in the Town of Natick.

Printed Name of Bidder:

Cassidy Landscaping LLC

Address: 54 Cummings Park Dr Suite 326

Woburn, MA 01801

781-850-4530

The Bidder hereby acknowledges receipt of the following addenda:

1

(LIST OUT EACH ONE, i.e., 1, 2, 3, 4, etc. and NOT 1-4!)

The Bidder hereby pledges to deliver the complete scope of services required for the Main Bid Work, for the price shown below:

Total Price in Words: Two Hundred Ninety-Nine Thousand Seven Hundred Fifty Dollars

Total Price in Numbers: \$ 299,750.00

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services

outlined in this IFB. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)

- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Bidder provides a qualified (Town approved) Foreman, who shall be present at the work site at all times.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.

- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
- P. Bidder certifies that its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

The Bidder understands that the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond and a Labor and Materials Payment Bond, each with a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount of one hundred percent (100%) of the Contract price, the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

The undersigned certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of

perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Bidder agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Bidder.

Authorized Signature

Matthew Parra MATHEW PARRA

Printed Name

Business Development Manager

Printed Title

5/7/19

Date

If a Corporation:

Full Legal Name

Cassidy Landscaping LLC

Officers of Corporation and Addresses

Ryan Cassidy 283 Upham St. Melrose MA 02176 owner

Patrick Cassidy 283 Upham St Melrose MA 02176 owner

State of Incorporation

MA

Principal Place of Business

54 Cummings Park Dr.
Woburn, MA 01801

Telephone Number 781-850-4530

Qualified in Massachusetts Yes ☒ No ☐

Principal Place of Business in Massachusetts

54 Cummings Park Dr. Suite 326
Woburn MA 01801

Telephone Number 781-850-4530

Full Legal Name of Surety Company

Western Surety Company

Principal Place of Business of Surety Company

P.O. Box 5077
Sioux Falls, SD 57117

Telephone Number 800-331-6053

Admitted in Massachusetts Yes ☒ No ☐

Place of Business in Massachusetts

53 State St Suite 510
Boston MA 02109

Telephone Number 617-994-4300

Appendix 2
CERTIFICATE OF NON-COLLUSION

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

Cassidy Landscaping LLC
Name of Bidder

54 Cummings Park Dr Suite 326
Address of Bidder

Woburn MA 01801

781-850-4530
Telephone Number

By: Matthew Pappa
(Signature)

Matthew Pappa
Printed Name

Business Development Manager
Printed Title

5/7/19
Date

Appendix 3
CERTIFICATE OF TAX COMPLIANCE

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

Cassidy Landscaping LLC
Name of Bidder

54 Cummings Park Dr Suite 326
Address of Bidder

Woburn MA 01801

781-850-4530
Telephone Number

By: Matthew Papp
(Signature)

Matthew Papp
Printed Name

Business Development Manager
Printed Title

5/7/19
Date

Appendix 4
CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

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

Cassidy Landscaping LLC

Name of Bidder

54 Cummings Park Dr. Suite 326

Address of Bidder

Woburn MA 01801

781-850-4530

Telephone Number

By:

Matthew Pappa
(Signature)

Matthew Pappa

Printed Name

Business Development Manager

Printed Title

5/7/19

Date

Appendix 5
CERTIFICATE OF CORPORATE BIDDER

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

(Corporate Seal)

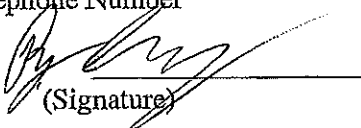
Cassidy Landscaping LLC
Name of Bidder

54 Cummings Park Dr Suite 326
Address of Bidder

Woburn MA 01801

781-850-4530
Telephone Number

By


(Signature)

Ryan Cassidy
Printed Name

Owner
Printed Title

5/7/19
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.

Appendix 6
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

Cassidy Landscaping LLC
Name of Bidder

54 Cummings Park Dr Suite 326
Address of Bidder

Woburn MA 01801

781-850-4530
Telephone Number

By: Matthew Pappa
(Signature)

Matthew Pappa
Printed Name

Business Development Manager
Printed Title

5/7/19
Date

Appendix 7

CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

The Bidder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

Cassidy Landscaping LLC
Name of Bidder

54 Cummings Park Dr. Suite 326
Address of Bidder

Woburn MA 01801

781-850-4530
Telephone Number

By: Matthew Popper
(Signature)

Matthew Popper
Printed Name

Business Development Manager
Printed Title

8/7/19
Date

Appendix 8
CERTIFICATE OF NON-DEBARMENT

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

Cassidy Landscaping LLC
Name of Bidder

54 Cummings Park Dr. Suite 326
Address of Bidder

Woburn MA 01801

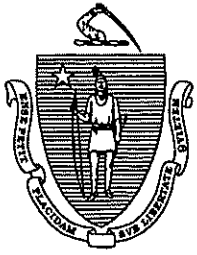
781-850-4530
Telephone Number

By: Matthew Pappa
(Signature)

Matthew Pappa
Printed Name

Business Development Manager
Printed Title

5/7/19
Date



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

March 19, 2019

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

CASSIDY LANDSCAPING LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 3, 2008.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **RYAN JOHN CASSIDY, PATRICK JAMES CASSIDY**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **RYAN JOHN CASSIDY, PATRICK JAMES CASSIDY**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **RYAN JOHN CASSIDY, PATRICK JAMES CASSIDY**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **CASSIDY LANDSCAPING, LLC. of 54 Cummings Park Drive, Woburn, MA 01801** as Principal, hereinafter called the Principal, and **WESTERN SURETY COMPANY** a corporation duly organized under the laws of the state of **South Dakota** as Surety, hereinafter called the Surety, are held and firmly bound unto the **Town of Natick** as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Amount of the Attached Bid**

Dollars (\$ 5% of Bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Construction of Natick Dog Park**

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 9th day of May, 2019

Matthew Payne
(Witness)

CASSIDY LANDSCAPING, LLC.

(Principal)

(Seal)

By: [Signature]

(Title)

owner

WESTERN SURETY COMPANY

(Surety)

(Seal)

By: [Signature]

Charles A. Byrne (Title) Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David J Byrne III, Denise A Chianese, Charles A Byrne, Individually

of East Providence, RI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2018.

WESTERN SURETY COMPANY



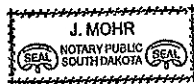
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 18th day of October, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of May, 2019.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Starkweather & Shepley (WW) Insurance Corp. of MA PO Box 549 Providence, RI 02901-0549	CONTACT NAME: Lauren Luke	
	PHONE (A/C, No, Ext): 781 320-9660	FAX (A/C, No): 401-431-9635
	E-MAIL ADDRESS: lluke@starshep.com	
INSURED Cassidy Landscaping LLC 54 Cummings Park, Suite 336 Woburn, MA 01801	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Employers Mutual Ins	NAIC # 21415
	INSURER B: Hartford Ins Group	19682
	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 INSR	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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5D24047	01/01/2019	01/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			5Z24047	01/01/2019	01/01/2020	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 EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			5J24047	01/01/2019	01/01/2020	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	02WECCS6847	04/02/2019	04/02/2020	<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)

Re: Construction Services Related to the Installation of a Dog Park in the Town of Natick.

CERTIFICATE HOLDER

CANCELLATION

Town of Natick Attn: Procurement Officer c/o Natick Public Works Building 75 West Street Natick, MA 01760	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Bryan Leblanc <bleblanc@natickma.org>

ADDENDUM 1 - IFB: DOG PARK CONSTRUCTION/PLEASE ACKNOWLEDGE RECEIPT!!!

Bryan Leblanc <bleblanc@natickma.org>

Fri, May 3, 2019 at 9:01 AM

To: Kim Jones <primevendor123@gmail.com>, bshalek@lwharding.com, John Paquette <john@paqcon.com>, United Fence & Construction Corp <info@unitedfenceri.com>, Michael Johnson <michael.johnson@const-dynamics.com>, addenda <addenda@projectdog.com>, Sheran Elliott <SElliott@jjphelan.com>, Matt Pappa <matt@cassidylandscaping.com>, Rachael Willis <Rachael.Willis@constructconnect.com>, Joe Cataldo <jcataldo@mjcataldo.com>, Andrew Armington <aarmington@valiant-america.com>, "Reale Associates, Inc" <realeassoc@aol.com>, Matthew Maiato <mmaiato@greenacreslandscape.net>, Christine McKenna <cmckenna@mjsconstructioninc.com>, robin@nerecgroup.com, Alan Chan <alan@pauljroganco.com>, Roy Dunham <Rdunham@onyxcorporation.net>, Eujane Lamacang <Eujane.Lamacang@construction.com>

Good morning!

Please find attached addendum no. 1. **Please reply to confirm receipt.** You will also need to acknowledge this ADDENDUM No. 1 **in your bid form.** FAILURE TO ACKNOWLEDGE ADDENDA IN YOUR BID FORM MAY CAUSE DISQUALIFICATION OF YOUR BID!


Thank you for your attention.

Very truly yours,

Bryan Le Blanc

--

Bryan R. Le Blanc
Procurement Officer
Town of Natick
75 West Street
Natick, MA 01760
bleblanc@natickma.org
(508)-647-6438

 **Final Addendum 1 Scanned 050319.pdf**
93K

Town of Natick, Massachusetts
IFB: DOG PARK CONSTRUCTION

ADDENDUM NO. 1

TO: Prospective Bidders

PROJECT: IFB: Dog Park Construction

FROM: Bryan R. Le Blanc
Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760
(508)- 647-6438

DATE: May 3, 2019

Please also acknowledge via return correspondence upon receipt.

This addendum shall be acknowledged as indicated on the bid form, which is included with the IFB, and which shall be submitted to the Town. Failure to acknowledge Addendum No. 1 in the bid form may result in rejection of your firm's bid.

This addendum consists of four (4) pages (including this one).

The Town responds to questions raised during the procurement process as follows:

1. Will the Town pay for police details when they are needed, or do contractors need to carry this in their bid?

It is anticipated that no details will be needed. Hence, bidders should not carry the item in their bids.

2. The plans call out a 10x10 storage shed. Is this part of the bid? If it is part of the bid please provide specs and/or details for it.

We are actually calling for the setting of a 10' x 10' slab only for the storage shed. Detail is in the attached drawing. No shed is currently part of the Bid.

3. The plans call out "natural dog equipment". Is this part of the bid? If it is please specify what you are looking for. There are different symbols on the plan but nothing is labeled, and there aren't any specs or details for this.

We would like to use as much material that is available on site (i.e. boulders, logs from some of the trees that may need to be cleared, etc.) as possible.

The Successful Bidder shall:

Leave four (4) to five (5) stumps (at least two (2) in each play area) eighteen inches (18") to twenty-four inches (24"), varying diameter to provide as natural dog play feature.

Place approximately three foot (3') boulders embedded into the ground. Bury the boulders 1/3 to 1/2 the size of the boulder (detail attached).

Leave approximately one (1) to two (2) logs, five feet (5') to six feet (6') long onsite in each play area. Embed them a couple inches (approximately three inches (3")) so they do not roll.

4. Are there any specifications for the woodchips for this project?

We are requiring natural (untreated) natural woodchips. Often, they are called playground chips.

It was recommended: Fresh, Clean, and IPEMA Playground Surfacing Grade Wood Chip. Basically IPEMA Certified Playground Safety Surfacing.

5. Are there any specifications for the natural play products? Or quantities of items?

See answer to question 3, above.

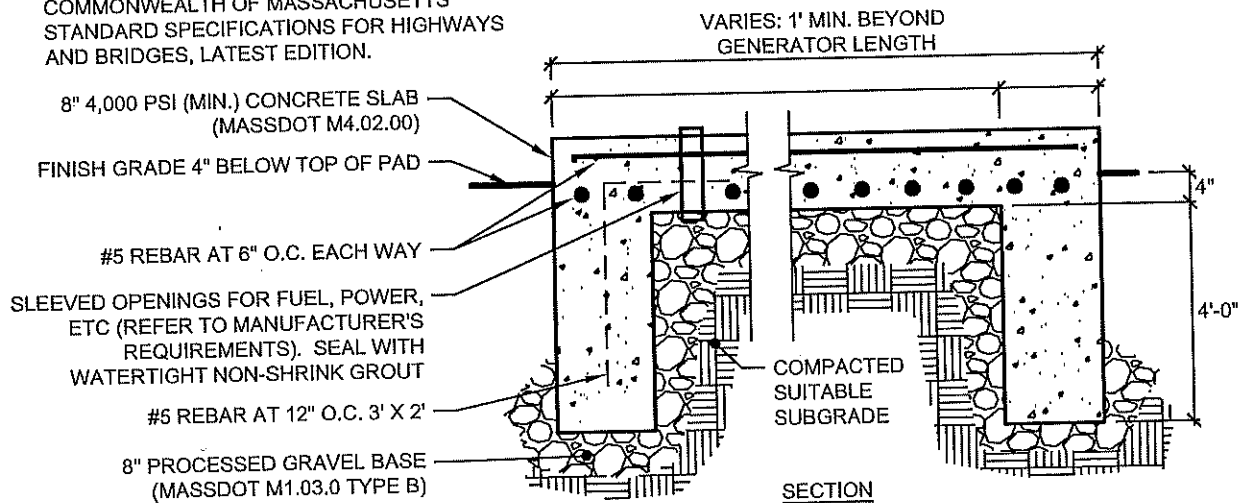
6. Has the area for the dog park been cleared of trees? Looking at google maps it looks densely vegetated. If it hasn't are we responsible for tree clearing?

The Successful Bidder is responsible for clearing. Per the plans, we want to keep a few trees, though. But, yes, there are a lot of dead or dying trees and underbrush that need to be cleared.

No other addenda have been issued to date. All other terms of the bid remain unaltered.

NOTE

1. SHALL BE IN ACCORDANCE WITH THE COMMONWEALTH OF MASSACHUSETTS STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, LATEST EDITION.

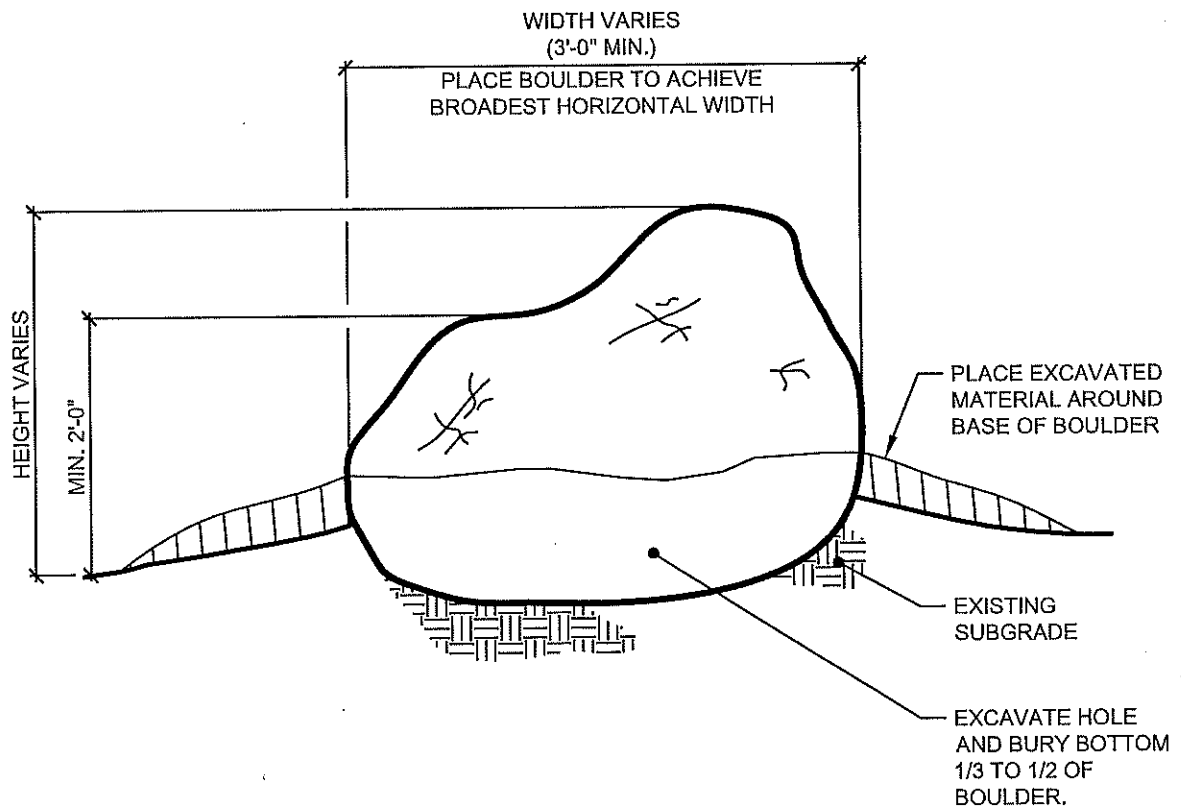


SHED CONCRETE PAD

N.T.S.

NOTES:

1. SHALL BE IN ACCORDANCE WITH THE COMMONWEALTH OF MASSACHUSETTS STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, LATEST EDITION.
2. BOULDERS TO BE PLACED UNDER THE SUPERVISION OF LANDSCAPE ARCHITECT.



PLACED LANDSCAPE BOULDER

32 32 53-01 - LANDSCAPE BOULDER PLACEMENT


N.T.S.

**Town of Natick
Natick, Massachusetts**

INVITATION FOR BIDS

FOR

CONSTRUCTION SERVICES RELATED TO THE INSTALLATION OF A DOG PARK IN THE TOWN OF NATICK


~~April~~ 24, 2019, 11:00 A.M. LOCAL TIME
Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:

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

**TOWN OF NATICK
NATICK, MASSACHUSETTS 01760**

NOTICE TO BIDDERS

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of sealed bids for construction services related to the installation of a dog park in the Town of Natick. The Invitation for Bids ("IFB") 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, by emailing bleblanc@natickma.org beginning on April 24, 2019. Sealed Bids will be received until **11:00 A.M. local time, May 9, 2019**, at the Procurement Office, Natick Public Works Building, 75 West Street, Natick, MA 01760, at which time and place all bids will be publicly opened and read. All Bids shall comply with the IFB issued by the Town of Natick, including, without limitation, Section 1, Instructions to Bidders, and Bid Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Town. Any Bid submitted will be binding for thirty (30) days subsequent to the time of bid opening. Award shall be subject to available appropriation and award by the Natick Board of Selectmen.

Section 1. Instructions to Bidders and Bid Submission Requirements

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of sealed bids for construction services related to the installation of a dog park in the Town of Natick.

Copies of this IFB may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on April 24, 2019,

No Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon), Friday) on May 2, 2019. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Sealed Bids marked "Town of Natick: Sealed Bid for Construction Services Related to the Installation of a Dog Park in the Town of Natick" shall be received by 11:00 A.M. local time, May 9, 2019, at this address:

Procurement Office
c/o Natick Public Works Building
75 West Street
Natick, MA 01760.

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

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

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

The Bid Deposits of the three (3) lowest responsible and eligible Bidders will be returned upon the execution and delivery of a Contract or, if no award is made, upon the expiration of the time prescribed herein for making an award; except that, if any Bidder fails to perform his/her/its

agreement to execute a Contract and furnish a Performance Bond and a Labor and Materials Payment Bond if required, his/her/its Bid Deposit shall become and be the property of the Town, as liquidated damages; provided that the amount of the Bid Deposit which becomes the property of the Town will not, in any event, exceed the difference between his/her/its Bid price and the Bid price of the next lowest responsible and eligible Bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting a Bidder, his/her/its Bid Deposit will be returned to him/her/it. The Bid Deposits of Bidders other than the three (3) lowest responsible and eligible Bidders will be returned following award of the Contract by the Town.

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

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

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

Changes, modifications or withdrawal of Bids shall be submitted in writing to the Procurement Officer prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR CONSTRUCTION SERVICES RELATED TO THE INSTALLATION OF A DOG PARK IN THE TOWN OF NATICK". No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

M.G.L. c. 149, §44A and c. 30, §39M, which is incorporated herein by reference, shall govern all procedures.

Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended, apply to this work. It is the responsibility of the Bidder, before Bid submission, to request, if necessary, any additional information on Minimum Wage Rates for those tradespeople who may be employed for the proposed work under any such Contract awarded.

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

Section 2. Pre-Bid Conference/Questions

No Pre-Bid Conference will be held.

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

Procurement Officer
c/o Natick Public Works Building
75 West Street
Natick, MA 02186.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon), Friday) on May 2, 2019. Questions may also be submitted to the procurement officer at bleblanc@natickma.org by such time. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Section 3. Background & Specifications

A. Description of Work

The Work to be performed under any Contract with the Town ("the Work") shall consist of all labor and materials necessary for the installation of a new dog park, which shall be located at 111 West Central Street, Natick, MA 01760.

Full specifications and drawings have been prepared and have been incorporated herein by reference.

All work to be performed by the Successful Bidder under any Contract with the Town shall be at prevailing wage rates.

The Successful Bidder shall use extreme caution during the entire construction period.

The existing condition information has been compiled from a variety of sources. The existing conditions are provided for general information only. Actual conditions may vary. Successful Bidder is required to verify existing conditions, and dimensions prior to submitting its bid. No additional compensation or time extension will be made for dimensional errors or discoverable inaccuracies related to existing conditions in the contract documents.

B. Successful Bidder's Personnel

The Successful Bidder shall be responsible for any training of his/her/its personnel. The Successful Bidder's personnel shall be adequately trained by the Successful Bidder, shall be experienced in the provision of services specified in this IFB, and shall be of good moral character. All of the Successful Bidder's employees assigned to the sites shall pass pre-employment criminal background screening.

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

1. Name, business address, telephone, and cell phone numbers of the president and foreman.
2. Name, address, and telephone number of all employees assigned to the sites. The Successful Bidder will update this list whenever there is a change in personnel.

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

Section 4. Bid Submission Requirements

Each Bidder shall submit the following with his/her/its Bid:

1. A fully executed Bid Form (Appendix 1) (which shall include certification of the following:
 - A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services outlined in this IFB. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
 - B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
 - C. Bidder provides a qualified (Town approved) Foreman, who shall be present at the work site at all times.

- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.

- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
 - O. Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
 - P. Bidder certifies that its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)
- 2. A fully executed Certificate of Non-Collusion. (Appendix 2)
 - 3. A fully executed Certificate of Tax Compliance. (M.G.L. c.62C, §49A) (Appendix 3)
 - 4. A fully executed Conflict of Interest Certification. (M.G.L. c.268A) (Appendix 4)
 - 5. A fully executed Certificate of Corporate Bidder, if applicable. (Appendix 5)
 - 6. A fully executed Certificate of Compliance with M.G.L. c.151B. (Appendix 6)
 - 7. A fully executed Certificate of Compliance with EEO/AA/SDO provisions. (Appendix 7)
 - 8. A full executed Certificate of Non-Debarment. (Appendix 8)
 - 9. A Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Awarding Authority. The amount of such Bid Deposit shall be in the amount of five (5%) percent of the value of the Bid.
 - 10. A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met.
 - 11. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Performance Bond in the amount of one hundred (100%) percent of the Contract Price.

12. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract Price.

Section 5. Bid Submission

Sealed Bids marked "Town of Natick: Sealed Bid for Construction Services Related to the Installation of a Dog Park in the Town of Natick" shall be received by 11:00 A.M. local time, May 9, 2019, at this address:

Procurement Office
c/o Natick Public Works Building
75 West Street
Natick, MA 01760.

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

Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids.

As soon as is reasonably possible after the deadline for Bid submission, Bids will be opened in accordance with applicable law. **Bids received after that date and time will be rejected.**

Section 6. Selection Process and Award

Bids submitted to the Town prior to the deadline will be reviewed by the Procurement Officer to determine compliance with the foregoing Bid Submission Requirements and this IFB.

The Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The term "lowest responsible and eligible Bidder" shall mean the Bidder: (1) whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and

Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of Section 8B of Chapter 29 (of the Massachusetts General Laws (M.G.L.)) apply, shall have been determined to be qualified thereunder; and (5) who obtains within ten (10) days of the notification of Contract award the security by bond required under Section 29 of Chapter 149 (of the Massachusetts General Laws (M.G.L.)); provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority; provided further, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

Nothing in this IFB will compel the Town to award a Contract. The Town may cancel this IFB, may waive, to the extent allowed by law, any informalities, and may reject any and all Bids, if the Town, in its sole discretion, determines said action to be in the best interest of the Town of Natick. The Town may reject as non-responsive any Bid that fails to satisfy any of the Bid Submission Requirements.)

No person or firm debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency shall be awarded a Contract.

The Successful Bidder shall provide certification of insurance coverage and shall be required to indemnify and hold the Town harmless (see below for more information).

Within ten (10) business days after notification of award of a Contract by the Town, the Successful Bidder shall furnish to the Town a Performance Bond in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town.

Within ten (10) business days after notification of award of Contract by the Town, the Successful Bidder shall furnish to the Town a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town.

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

The Successful Bidder who enters into a Contract with the Town shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.

The Town may terminate any such Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend any such Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

Section 7. Compliance with Laws

The Successful Bidder shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Successful Bidder shall comply, to the extent applicable, with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended. Any Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

Section 8. Insurance

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

Section 9. Indemnification

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

Section 10. Performance Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Bidder 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.

Section 11. Labor and Materials Payment Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Bidder 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.

Section 12. Use of Alcohol and Controlled and/or Mood Altering Substances Prohibited

The use of alcoholic beverages, narcotics, and controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Bidder is prohibited on Town of Natick property which is the

subject matter of this IFB and during all hours of work under any Contract with the Town. If any officer, employee, agent, or representative of the Successful Bidder violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Bidder shall not be permitted to return to work under any Contract with the Town. Under such circumstances, the Successful Bidder shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any Contract with the Town.

Section 13. No Smoking

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

Section 14. Criminal Background Screening

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

Section 15. Appendices

1. Bid Form
2. Certificate of Non-Collusion
3. Certificate of Tax Compliance (M.G.L. c.62C, §49A)
4. Conflict of Interest Certification (M.G.L. c.268A)
5. Certificate of Corporate Bidder
6. Certificate of Compliance with M.G.L. c.151B
7. Certificate of Compliance with EEO/AA/SDO provisions
8. Certificate of Non-Debarment
9. Prevailing Wage Rates

10. Form of Contract

APPENDIX 1
TOWN OF NATICK
BID FORM
(5 pages)

The undersigned hereby submits a sealed bid for construction services related to the installation of a dog park in the Town of Natick.

Printed Name of Bidder: _____

Address: _____

The Bidder hereby acknowledges receipt of the following addenda:

(LIST OUT EACH ONE, i.e., 1, 2, 3, 4, etc. and NOT 1-4!)

The Bidder hereby pledges to deliver the complete scope of services required for the Main Bid Work, for the price shown below:

Total Price in Words: _____

Total Price in Numbers: _____

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services

outlined in this IFB. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)

- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Bidder provides a qualified (Town approved) Foreman, who shall be present at the work site at all times.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.)

- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
- P. Bidder certifies that its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

The Bidder understands that the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond and a Labor and Materials Payment Bond, each with a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount of one hundred percent (100%) of the Contract price, the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

The undersigned certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of

perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Bidder agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Bidder.

Authorized Signature

Printed Name

Printed Title

Date

If a Corporation:
Full Legal Name

Officers of Corporation and Addresses

State of Incorporation

Principal Place of Business

Telephone Number. _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in Massachusetts

Telephone Number _____

Full Legal Name of Surety Company

Principal Place of Business of Surety Company

Telephone Number _____

Admitted in Massachusetts Yes _____ No _____

Place of Business in Massachusetts

Telephone Number _____

Appendix 2
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this 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

Appendix 3
CERTIFICATE OF TAX COMPLIANCE

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

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 4
CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

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

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 5
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.

Appendix 6
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 7

CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

The Bidder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 8
CERTIFICATE OF NON-DEBARMENT

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

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 9
PREVAILING WAGE RATES

See attached document.



CHARLES D. BAKER
Governor

KARYNE 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: Town of Natick, Massachusetts

Contract Number:

City/Town: NATICK

Description of Work: Invitation for Bids for Construction Services Related to the Installation of a New Dog Park in the Town of Natick

Job Location: 111 West Central Street, Natick, MA 01760

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

Issue Date: 03/11/2019

Wage Request Number: 20190311-007

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2018	\$33.25	\$11.91	\$12.70	\$0.00	\$57.86
	06/01/2019	\$34.25	\$11.91	\$12.70	\$0.00	\$58.86
	08/01/2019	\$34.25	\$12.41	\$12.70	\$0.00	\$59.36
	12/01/2019	\$34.25	\$12.41	\$13.72	\$0.00	\$60.38
	06/01/2020	\$35.15	\$12.41	\$13.72	\$0.00	\$61.28
	08/01/2020	\$35.15	\$12.91	\$13.72	\$0.00	\$61.78
	12/01/2020	\$35.15	\$12.91	\$14.82	\$0.00	\$62.88
	06/01/2021	\$35.95	\$12.91	\$14.82	\$0.00	\$63.68
	08/01/2021	\$35.95	\$13.41	\$14.82	\$0.00	\$64.18
	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2018	\$33.32	\$11.91	\$12.70	\$0.00	\$57.93
	06/01/2019	\$34.32	\$11.91	\$12.70	\$0.00	\$58.93
	08/01/2019	\$34.32	\$12.41	\$12.70	\$0.00	\$59.43
	12/01/2019	\$34.32	\$12.41	\$13.72	\$0.00	\$60.45
	06/01/2020	\$35.22	\$12.41	\$13.72	\$0.00	\$61.35
	08/01/2020	\$35.22	\$12.91	\$13.72	\$0.00	\$61.85
	12/01/2020	\$35.22	\$12.91	\$14.82	\$0.00	\$62.95
	06/01/2021	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	08/01/2021	\$36.02	\$13.41	\$14.82	\$0.00	\$64.25
	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2018	\$33.44	\$11.91	\$12.70	\$0.00	\$58.05
	06/01/2019	\$34.44	\$11.91	\$12.70	\$0.00	\$59.05
	08/01/2019	\$34.44	\$12.41	\$12.70	\$0.00	\$59.55
	12/01/2019	\$34.44	\$12.41	\$13.72	\$0.00	\$60.57
	06/01/2020	\$35.34	\$12.41	\$13.72	\$0.00	\$61.47
	08/01/2020	\$35.34	\$12.91	\$13.72	\$0.00	\$61.97
	12/01/2020	\$35.34	\$12.91	\$14.82	\$0.00	\$63.07
	06/01/2021	\$36.14	\$12.91	\$14.82	\$0.00	\$63.87
	08/01/2021	\$36.14	\$13.41	\$14.82	\$0.00	\$64.37
	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	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 <i>LABORERS - ZONE 2</i>	12/01/2018	\$34.27	\$7.85	\$14.44	\$0.00	\$56.56
	06/01/2019	\$35.14	\$7.85	\$14.44	\$0.00	\$57.43
	12/01/2019	\$36.00	\$7.85	\$14.44	\$0.00	\$58.29
	06/01/2020	\$36.89	\$7.85	\$14.44	\$0.00	\$59.18
	12/01/2020	\$37.78	\$7.85	\$14.44	\$0.00	\$60.07
	06/01/2021	\$38.70	\$7.85	\$14.44	\$0.00	\$60.99
	12/01/2021	\$39.61	\$7.85	\$14.44	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	12/01/2018	\$35.40	\$12.50	\$8.50	\$0.00	\$56.40
	06/01/2019	\$36.40	\$12.50	\$8.50	\$0.00	\$57.40
	12/01/2019	\$37.40	\$12.50	\$8.50	\$0.00	\$58.40
	06/01/2020	\$38.40	\$12.50	\$8.50	\$0.00	\$59.40
	12/01/2020	\$39.40	\$12.50	\$8.50	\$0.00	\$60.40
ASPHALT RAKER LABORERS - ZONE 2	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
BARCO-TYPE JUMPING TAMPER LABORERS - ZONE 2	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
BLOCK PAVER, RAMMER / CURB SETTER LABORERS - ZONE 2	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
	12/01/2018	\$34.27	\$7.85	\$14.44	\$0.00	\$56.56
	06/01/2019	\$35.14	\$7.85	\$14.44	\$0.00	\$57.43
	12/01/2019	\$36.00	\$7.85	\$14.44	\$0.00	\$58.29
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER LABORERS - ZONE 2	06/01/2020	\$36.89	\$7.85	\$14.44	\$0.00	\$59.18
	12/01/2020	\$37.78	\$7.85	\$14.44	\$0.00	\$60.07
	06/01/2021	\$38.70	\$7.85	\$14.44	\$0.00	\$60.99
	12/01/2021	\$39.61	\$7.85	\$14.44	\$0.00	\$61.90
	12/01/2021	\$39.61	\$7.85	\$14.44	\$0.00	\$61.90

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BOILER MAKER BOILERMAKERS LOCAL 29	01/01/2019	\$44.71	\$7.07	\$17.72	\$0.00	\$69.50
	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
2	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
3	70	\$31.30	\$7.07	\$12.40	\$0.00	\$50.77
4	75	\$33.53	\$7.07	\$13.30	\$0.00	\$53.90
5	80	\$35.77	\$7.07	\$14.18	\$0.00	\$57.02
6	85	\$38.00	\$7.07	\$15.07	\$0.00	\$60.14
7	90	\$40.24	\$7.07	\$15.95	\$0.00	\$63.26
8	95	\$42.47	\$7.07	\$16.84	\$0.00	\$66.38

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
2	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
3	70	\$32.27	\$7.07	\$12.59	\$0.00	\$51.93
4	75	\$34.58	\$7.07	\$13.49	\$0.00	\$55.14
5	80	\$36.88	\$7.07	\$14.38	\$0.00	\$58.33
6	85	\$39.19	\$7.07	\$15.29	\$0.00	\$61.55
7	90	\$41.49	\$7.07	\$16.18	\$0.00	\$64.74
8	95	\$43.80	\$7.07	\$17.09	\$0.00	\$67.96

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) BRICKLAYERS LOCAL 3 (LOWELL)	02/01/2019	\$51.41	\$10.75	\$20.06	\$0.00	\$82.22
	08/01/2019	\$52.76	\$10.75	\$20.20	\$0.00	\$83.71
	02/01/2020	\$53.36	\$10.75	\$20.20	\$0.00	\$84.31
	08/01/2020	\$54.71	\$10.75	\$20.35	\$0.00	\$85.81
	02/01/2021	\$55.31	\$10.75	\$20.35	\$0.00	\$86.41
	08/01/2021	\$56.71	\$10.75	\$20.51	\$0.00	\$87.97
	02/01/2022	\$57.29	\$10.75	\$20.51	\$0.00	\$88.55

Issue Date: 03/11/2019

Wage Request Number: 20190311-007

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Lowell
Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$10.75	\$20.06	\$0.00	\$56.52
2	60	\$30.85	\$10.75	\$20.06	\$0.00	\$61.66
3	70	\$35.99	\$10.75	\$20.06	\$0.00	\$66.80
4	80	\$41.13	\$10.75	\$20.06	\$0.00	\$71.94
5	90	\$46.27	\$10.75	\$20.06	\$0.00	\$77.08

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.38	\$10.75	\$20.20	\$0.00	\$57.33
2	60	\$31.66	\$10.75	\$20.20	\$0.00	\$62.61
3	70	\$36.93	\$10.75	\$20.20	\$0.00	\$67.88
4	80	\$42.21	\$10.75	\$20.20	\$0.00	\$73.16
5	90	\$47.48	\$10.75	\$20.20	\$0.00	\$78.43

Notes:
Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2018	\$39.75	\$7.85	\$15.55	\$0.00	\$63.15
	06/01/2019	\$40.75	\$7.85	\$15.55	\$0.00	\$64.15
	12/01/2019	\$41.75	\$7.85	\$15.55	\$0.00	\$65.15
	06/01/2020	\$42.74	\$7.85	\$15.55	\$0.00	\$66.14
	12/01/2020	\$43.72	\$7.85	\$15.55	\$0.00	\$67.12
	06/01/2021	\$44.74	\$7.85	\$15.55	\$0.00	\$68.14
	12/01/2021	\$45.75	\$7.85	\$15.55	\$0.00	\$69.15
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2018	\$38.60	\$7.85	\$15.55	\$0.00	\$62.00
	06/01/2019	\$39.60	\$7.85	\$15.55	\$0.00	\$63.00
	12/01/2019	\$40.60	\$7.85	\$15.55	\$0.00	\$64.00
	06/01/2020	\$41.59	\$7.85	\$15.55	\$0.00	\$64.99
	12/01/2020	\$42.57	\$7.85	\$15.55	\$0.00	\$65.97
	06/01/2021	\$43.59	\$7.85	\$15.55	\$0.00	\$66.99
	12/01/2021	\$44.60	\$7.85	\$15.55	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2018	\$38.60	\$7.85	\$15.55	\$0.00	\$62.00
	06/01/2019	\$39.60	\$7.85	\$15.55	\$0.00	\$63.00
	12/01/2019	\$40.60	\$7.85	\$15.55	\$0.00	\$64.00
	06/01/2020	\$41.59	\$7.85	\$15.55	\$0.00	\$64.99
	12/01/2020	\$42.57	\$7.85	\$15.55	\$0.00	\$65.97
	06/01/2021	\$43.59	\$7.85	\$15.55	\$0.00	\$66.99
	12/01/2021	\$44.60	\$7.85	\$15.55	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2019	\$42.35	\$9.90	\$17.50	\$0.00	\$69.75

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$9.90	\$1.73	\$0.00	\$32.81
2	60	\$25.41	\$9.90	\$1.73	\$0.00	\$37.04
3	70	\$29.65	\$9.90	\$12.31	\$0.00	\$51.86
4	75	\$31.76	\$9.90	\$12.31	\$0.00	\$53.97
5	80	\$33.88	\$9.90	\$14.04	\$0.00	\$57.82
6	80	\$33.88	\$9.90	\$14.04	\$0.00	\$57.82
7	90	\$38.12	\$9.90	\$15.77	\$0.00	\$63.79
8	90	\$38.12	\$9.90	\$15.77	\$0.00	\$63.79

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$30.69/ 3&4 \$36.59/ 5&6 \$53.59/ 7&8 \$59.55

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME <i>CARPENTERS -ZONE 2 (Wood Frame)</i>	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

All Aspects of New Wood Frame Work

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 2

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

Effective Date - 04/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.51	\$7.07	\$0.00	\$0.00	\$23.58
2	60	\$16.51	\$7.07	\$0.00	\$0.00	\$23.58
3	65	\$17.89	\$7.07	\$7.86	\$0.00	\$32.82
4	70	\$19.26	\$7.07	\$7.86	\$0.00	\$34.19
5	75	\$20.64	\$7.07	\$7.86	\$0.00	\$35.57
6	80	\$22.02	\$7.07	\$7.86	\$0.00	\$36.95
7	85	\$23.39	\$7.07	\$7.86	\$0.00	\$38.32
8	90	\$24.77	\$7.07	\$7.86	\$0.00	\$39.70

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$19.26/ 3&4 \$26.72/ 5&6 \$33.89/ 7&8 \$36.60

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING
BRICKLAYERS LOCAL 3 (LOWELL)

01/01/2019	\$43.68	\$12.50	\$22.41	\$0.30	\$78.89
07/01/2019	\$44.56	\$12.50	\$22.41	\$0.30	\$79.77
01/01/2020	\$45.80	\$12.50	\$22.41	\$0.30	\$81.01

Issue Date: 03/11/2019

Wage Request Number: 20190311-007

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - CEMENT MASONRY/PLASTERING - Lowell
Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.84	\$12.50	\$15.41	\$0.00	\$49.75
2	60	\$26.21	\$12.50	\$17.41	\$0.30	\$56.42
3	65	\$28.39	\$12.50	\$18.41	\$0.30	\$59.60
4	70	\$30.58	\$12.50	\$19.41	\$0.30	\$62.79
5	75	\$32.76	\$12.50	\$20.41	\$0.30	\$65.97
6	80	\$34.94	\$12.50	\$21.41	\$0.30	\$69.15
7	90	\$39.31	\$12.50	\$22.41	\$0.30	\$74.52

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.28	\$12.50	\$15.41	\$0.00	\$50.19
2	60	\$26.74	\$12.50	\$17.41	\$0.30	\$56.95
3	65	\$28.96	\$12.50	\$18.41	\$0.30	\$60.17
4	70	\$31.19	\$12.50	\$19.41	\$0.30	\$63.40
5	75	\$33.42	\$12.50	\$20.41	\$0.30	\$66.63
6	80	\$35.65	\$12.50	\$21.41	\$0.30	\$69.86
7	90	\$40.10	\$12.50	\$22.41	\$0.30	\$75.31

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3
CHAIN SAW OPERATOR
LABORERS - ZONE 2

12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES
OPERATING ENGINEERS LOCAL 4

12/01/2018	\$48.58	\$11.50	\$15.60	\$0.00	\$75.68
06/01/2019	\$49.68	\$11.50	\$15.60	\$0.00	\$76.78
12/01/2019	\$50.83	\$11.50	\$15.60	\$0.00	\$77.93
06/01/2020	\$51.93	\$11.50	\$15.60	\$0.00	\$79.03
12/01/2020	\$53.08	\$11.50	\$15.60	\$0.00	\$80.18
06/01/2021	\$54.18	\$11.50	\$15.60	\$0.00	\$81.28
12/01/2021	\$55.33	\$11.50	\$15.60	\$0.00	\$82.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2018	\$32.03	\$11.50	\$15.60	\$0.00	\$59.13
	06/01/2019	\$32.78	\$11.50	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.57	\$11.50	\$15.60	\$0.00	\$60.67
	06/01/2020	\$34.32	\$11.50	\$15.60	\$0.00	\$61.42
	12/01/2020	\$35.10	\$11.50	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.85	\$11.50	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.64	\$11.50	\$15.60	\$0.00	\$63.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 2	01/01/2019	\$50.36	\$8.15	\$20.85	\$0.00	\$79.36
	07/01/2019	\$51.46	\$8.15	\$20.85	\$0.00	\$80.46
	01/01/2020	\$52.56	\$8.15	\$20.85	\$0.00	\$81.56
	07/01/2020	\$53.66	\$8.15	\$20.85	\$0.00	\$82.66
	01/01/2021	\$54.76	\$8.15	\$20.85	\$0.00	\$83.76

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2019		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	50	\$25.18	\$8.15	\$0.00	\$0.00	\$33.33
2	55	\$27.70	\$8.15	\$5.64	\$0.00	\$41.49
3	60	\$30.22	\$8.15	\$6.15	\$0.00	\$44.52
4	65	\$32.73	\$8.15	\$6.66	\$0.00	\$47.54
5	70	\$35.25	\$8.15	\$17.78	\$0.00	\$61.18
6	75	\$37.77	\$8.15	\$18.29	\$0.00	\$64.21
7	80	\$40.29	\$8.15	\$18.80	\$0.00	\$67.24
8	90	\$45.32	\$8.15	\$19.83	\$0.00	\$73.30

Effective Date - 07/01/2019		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	50	\$25.73	\$8.15	\$0.00	\$0.00	\$33.88
2	55	\$28.30	\$8.15	\$5.64	\$0.00	\$42.09
3	60	\$30.88	\$8.15	\$6.15	\$0.00	\$45.18
4	65	\$33.45	\$8.15	\$6.66	\$0.00	\$48.26
5	70	\$36.02	\$8.15	\$17.78	\$0.00	\$61.95
6	75	\$38.60	\$8.15	\$18.29	\$0.00	\$65.04
7	80	\$41.17	\$8.15	\$18.80	\$0.00	\$68.12
8	90	\$46.31	\$8.15	\$19.83	\$0.00	\$74.29

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 2	12/01/2018	\$38.80	\$7.85	\$15.35	\$0.00	\$62.00
	06/01/2019	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	12/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00

For apprentice rates see "Apprentice- LABORER"

Issue Date: 03/11/2019

Wage Request Number: 20190311-007

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	12/01/2018	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	06/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
	12/01/2019	\$41.80	\$7.85	\$15.35	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 2	12/01/2018	\$39.55	\$7.85	\$15.35	\$0.00	\$62.75
	06/01/2019	\$40.55	\$7.85	\$15.35	\$0.00	\$63.75
	12/01/2019	\$41.55	\$7.85	\$15.35	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 2	12/01/2018	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	06/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
	12/01/2019	\$41.80	\$7.85	\$15.35	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 2	12/01/2018	\$39.55	\$7.85	\$15.35	\$0.00	\$62.75
	06/01/2019	\$40.55	\$7.85	\$15.35	\$0.00	\$63.75
	12/01/2019	\$41.55	\$7.85	\$15.35	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 2	12/01/2018	\$38.80	\$7.85	\$15.35	\$0.00	\$62.00
	06/01/2019	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	12/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	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)	08/01/2018	\$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)	08/01/2018	\$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)	08/01/2018	\$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	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN ELECTRICIANS LOCAL 103	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELECTRICIAN - Local 103

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.44	\$13.00	\$0.61	\$0.00	\$34.05
2	40	\$20.44	\$13.00	\$0.61	\$0.00	\$34.05
3	45	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
4	45	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
5	50	\$25.55	\$13.00	\$14.76	\$0.00	\$53.31
6	55	\$28.11	\$13.00	\$15.17	\$0.00	\$56.28
7	60	\$30.66	\$13.00	\$15.58	\$0.00	\$59.24
8	65	\$33.22	\$13.00	\$16.00	\$0.00	\$62.22
9	70	\$35.77	\$13.00	\$16.40	\$0.00	\$65.17
10	75	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15

Notes :

App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2019	\$59.47	\$15.58	\$17.51	\$0.00	\$92.56
ELEVATOR CONSTRUCTORS LOCAL 4	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

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

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

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.71	\$15.73	\$0.00	\$0.00	\$46.44
2	55	\$33.78	\$15.73	\$18.41	\$0.00	\$67.92
3	65	\$39.92	\$15.73	\$18.41	\$0.00	\$74.06
4	70	\$42.99	\$15.73	\$18.41	\$0.00	\$77.13
5	80	\$49.14	\$15.73	\$18.41	\$0.00	\$83.28

Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	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 <i>LABORERS - ZONE 2</i>	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2018	\$43.19	\$11.00	\$15.50	\$0.00	\$69.69
	05/01/2019	\$44.33	\$11.00	\$15.50	\$0.00	\$70.83
	11/01/2019	\$45.33	\$11.00	\$15.50	\$0.00	\$71.83
	05/01/2020	\$46.48	\$11.00	\$15.50	\$0.00	\$72.98
	11/01/2020	\$47.48	\$11.00	\$15.50	\$0.00	\$73.98
	05/01/2021	\$48.68	\$11.00	\$15.50	\$0.00	\$75.18
	11/01/2021	\$49.63	\$11.00	\$15.50	\$0.00	\$76.13
	05/01/2022	\$50.78	\$11.00	\$15.50	\$0.00	\$77.28
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2018	\$44.67	\$11.00	\$15.50	\$0.00	\$71.17
	05/01/2019	\$45.82	\$11.00	\$15.50	\$0.00	\$72.32
	11/01/2019	\$46.83	\$11.00	\$15.50	\$0.00	\$73.33
	05/01/2020	\$47.98	\$11.00	\$15.50	\$0.00	\$74.48
	11/01/2020	\$48.99	\$11.00	\$15.50	\$0.00	\$75.49
	05/01/2021	\$50.15	\$11.00	\$15.50	\$0.00	\$76.65
	11/01/2021	\$51.16	\$11.00	\$15.50	\$0.00	\$77.66
	05/01/2022	\$52.32	\$11.00	\$15.50	\$0.00	\$78.82
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2018	\$22.45	\$11.00	\$15.50	\$0.00	\$48.95
	05/01/2019	\$23.13	\$11.00	\$15.50	\$0.00	\$49.63
	11/01/2019	\$23.72	\$11.00	\$15.50	\$0.00	\$50.22
	05/01/2020	\$24.39	\$11.00	\$15.50	\$0.00	\$50.89
	11/01/2020	\$24.98	\$11.00	\$15.50	\$0.00	\$51.48
	05/01/2021	\$25.66	\$11.00	\$15.50	\$0.00	\$52.16
	11/01/2021	\$26.26	\$11.00	\$15.50	\$0.00	\$52.76
	05/01/2022	\$26.93	\$11.00	\$15.50	\$0.00	\$53.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i> <i>LOCAL 103</i>	03/01/2019	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIREMAN (ASST. ENGINEER) OPERATING ENGINEERS LOCAL 4	12/01/2018	\$39.13	\$11.50	\$15.60	\$0.00	\$66.23
	06/01/2019	\$40.04	\$11.50	\$15.60	\$0.00	\$67.14
	12/01/2019	\$40.99	\$11.50	\$15.60	\$0.00	\$68.09
	06/01/2020	\$41.90	\$11.50	\$15.60	\$0.00	\$69.00
	12/01/2020	\$42.85	\$11.50	\$15.60	\$0.00	\$69.95
	06/01/2021	\$43.76	\$11.50	\$15.60	\$0.00	\$70.86
	12/01/2021	\$44.71	\$11.50	\$15.60	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER LABORERS - ZONE 2	12/01/2018	\$22.50	\$7.85	\$14.44	\$0.00	\$44.79
	06/01/2019	\$22.50	\$7.85	\$14.44	\$0.00	\$44.79
	12/01/2019	\$23.50	\$7.85	\$14.44	\$0.00	\$45.79
	06/01/2020	\$23.50	\$7.85	\$14.44	\$0.00	\$45.79
	12/01/2020	\$24.50	\$7.85	\$14.44	\$0.00	\$46.79
	06/01/2021	\$24.50	\$7.85	\$14.44	\$0.00	\$46.79
	12/01/2021	\$24.50	\$7.85	\$14.44	\$0.00	\$46.79
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER FLOORCOVERERS LOCAL 2168 ZONE 1	03/01/2016	\$42.13	\$9.80	\$17.62	\$0.00	\$69.55

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 OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	12/01/2018	\$32.03	\$11.50	\$15.60	\$0.00	\$59.13
	06/01/2019	\$32.78	\$11.50	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.57	\$11.50	\$15.60	\$0.00	\$60.67
	06/01/2020	\$34.32	\$11.50	\$15.60	\$0.00	\$61.42
	12/01/2020	\$35.10	\$11.50	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.85	\$11.50	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.64	\$11.50	\$15.60	\$0.00	\$63.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR
SYSTEMS)
GLAZIERS LOCAL 35 (ZONE 2)

01/01/2019	\$39.86	\$8.15	\$20.85	\$0.00	\$68.86
07/01/2019	\$40.96	\$8.15	\$20.85	\$0.00	\$69.96
01/01/2020	\$42.06	\$8.15	\$20.85	\$0.00	\$71.06
07/01/2020	\$43.16	\$8.15	\$20.85	\$0.00	\$72.16
01/01/2021	\$44.26	\$8.15	\$20.85	\$0.00	\$73.26

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.93	\$8.15	\$0.00	\$0.00	\$28.08
2	55	\$21.92	\$8.15	\$5.64	\$0.00	\$35.71
3	60	\$23.92	\$8.15	\$6.15	\$0.00	\$38.22
4	65	\$25.91	\$8.15	\$6.66	\$0.00	\$40.72
5	70	\$27.90	\$8.15	\$17.78	\$0.00	\$53.83
6	75	\$29.90	\$8.15	\$18.29	\$0.00	\$56.34
7	80	\$31.89	\$8.15	\$18.80	\$0.00	\$58.84
8	90	\$35.87	\$8.15	\$19.83	\$0.00	\$63.85

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.48	\$8.15	\$0.00	\$0.00	\$28.63
2	55	\$22.53	\$8.15	\$5.64	\$0.00	\$36.32
3	60	\$24.58	\$8.15	\$6.15	\$0.00	\$38.88
4	65	\$26.62	\$8.15	\$6.66	\$0.00	\$41.43
5	70	\$28.67	\$8.15	\$17.78	\$0.00	\$54.60
6	75	\$30.72	\$8.15	\$18.29	\$0.00	\$57.16
7	80	\$32.77	\$8.15	\$18.80	\$0.00	\$59.72
8	90	\$36.86	\$8.15	\$19.83	\$0.00	\$64.84

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.17	\$11.50	\$0.00	\$0.00	\$37.67
2	60	\$28.55	\$11.50	\$15.60	\$0.00	\$55.65
3	65	\$30.93	\$11.50	\$15.60	\$0.00	\$58.03
4	70	\$33.31	\$11.50	\$15.60	\$0.00	\$60.41
5	75	\$35.69	\$11.50	\$15.60	\$0.00	\$62.79
6	80	\$38.06	\$11.50	\$15.60	\$0.00	\$65.16
7	85	\$40.44	\$11.50	\$15.60	\$0.00	\$67.54
8	90	\$42.82	\$11.50	\$15.60	\$0.00	\$69.92

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.77	\$11.50	\$0.00	\$0.00	\$38.27
2	60	\$29.21	\$11.50	\$15.60	\$0.00	\$56.31
3	65	\$31.64	\$11.50	\$15.60	\$0.00	\$58.74
4	70	\$34.08	\$11.50	\$15.60	\$0.00	\$61.18
5	75	\$36.51	\$11.50	\$15.60	\$0.00	\$63.61
6	80	\$38.94	\$11.50	\$15.60	\$0.00	\$66.04
7	85	\$41.38	\$11.50	\$15.60	\$0.00	\$68.48
8	90	\$43.81	\$11.50	\$15.60	\$0.00	\$70.91

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2019	\$46.50	\$13.20	\$24.12	\$2.52	\$86.34
	08/01/2019	\$48.10	\$13.20	\$24.12	\$2.56	\$87.98
	02/01/2020	\$49.75	\$13.20	\$24.12	\$2.61	\$89.68
	08/01/2020	\$51.35	\$13.20	\$24.12	\$2.66	\$91.33
	02/01/2021	\$53.00	\$13.20	\$24.12	\$2.71	\$93.03
	08/01/2021	\$54.75	\$13.20	\$24.12	\$2.76	\$94.83
	02/01/2022	\$56.50	\$13.20	\$24.12	\$2.81	\$96.63

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
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For apprentice rates see "Apprentice- ELECTRICIAN"

Issue Date: 03/11/2019

Wage Request Number: 20190311-007

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2019	\$46.50	\$13.20	\$24.12	\$2.52	\$86.34
	08/01/2019	\$48.10	\$13.20	\$24.12	\$2.56	\$87.98
	02/01/2020	\$49.75	\$13.20	\$24.12	\$2.61	\$89.68
	08/01/2020	\$51.35	\$13.20	\$24.12	\$2.66	\$91.33
	02/01/2021	\$53.00	\$13.20	\$24.12	\$2.71	\$93.03
	08/01/2021	\$54.75	\$13.20	\$24.12	\$2.76	\$94.83
	02/01/2022	\$56.50	\$13.20	\$24.12	\$2.81	\$96.63
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) PIPEFITTERS LOCAL 537	03/01/2019	\$53.19	\$10.95	\$19.74	\$0.00	\$83.88
	09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
	03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
	09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
	03/01/2021	\$59.19	\$10.95	\$19.74	\$0.00	\$89.88
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC PIPEFITTERS LOCAL 537	03/01/2019	\$53.19	\$10.95	\$19.74	\$0.00	\$83.88
	09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
	03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
	09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
	03/01/2021	\$59.19	\$10.95	\$19.74	\$0.00	\$89.88
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS LABORERS - ZONE 2	12/01/2018	\$34.27	\$7.85	\$14.44	\$0.00	\$56.56
	06/01/2019	\$35.14	\$7.85	\$14.44	\$0.00	\$57.43
	12/01/2019	\$36.00	\$7.85	\$14.44	\$0.00	\$58.29
	06/01/2020	\$36.89	\$7.85	\$14.44	\$0.00	\$59.18
	12/01/2020	\$37.78	\$7.85	\$14.44	\$0.00	\$60.07
	06/01/2021	\$38.70	\$7.85	\$14.44	\$0.00	\$60.99
	12/01/2021	\$39.61	\$7.85	\$14.44	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2018	\$47.09	\$12.50	\$15.60	\$0.00	\$75.19
	09/01/2019	\$49.59	\$12.50	\$15.60	\$0.00	\$77.69

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.55	\$12.50	\$11.40	\$0.00	\$47.45
2	60	\$28.25	\$12.50	\$12.24	\$0.00	\$52.99
3	70	\$32.96	\$12.50	\$13.08	\$0.00	\$58.54
4	80	\$37.67	\$12.50	\$13.92	\$0.00	\$64.09

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.80	\$12.50	\$11.40	\$0.00	\$48.70
2	60	\$29.75	\$12.50	\$12.24	\$0.00	\$54.49
3	70	\$34.71	\$12.50	\$13.08	\$0.00	\$60.29
4	80	\$39.67	\$12.50	\$13.92	\$0.00	\$66.09

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 7 (BOSTON AREA)	09/16/2018	\$46.07	\$8.00	\$22.85	\$0.00	\$76.92
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Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 09/16/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.64	\$8.00	\$22.85	\$0.00	\$58.49
2	70	\$32.25	\$8.00	\$22.85	\$0.00	\$63.10
3	75	\$34.55	\$8.00	\$22.85	\$0.00	\$65.40
4	80	\$36.86	\$8.00	\$22.85	\$0.00	\$67.71
5	85	\$39.16	\$8.00	\$22.85	\$0.00	\$70.01
6	90	\$41.46	\$8.00	\$22.85	\$0.00	\$72.31

Notes:

** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 2	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
LABORERS - ZONE 2	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.11	\$7.85	\$14.44	\$0.00	\$42.40
2	70	\$23.46	\$7.85	\$14.44	\$0.00	\$45.75
3	80	\$26.82	\$7.85	\$14.44	\$0.00	\$49.11
4	90	\$30.17	\$7.85	\$14.44	\$0.00	\$52.46

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.63	\$7.85	\$14.44	\$0.00	\$42.92
2	70	\$24.07	\$7.85	\$14.44	\$0.00	\$46.36
3	80	\$27.51	\$7.85	\$14.44	\$0.00	\$49.80
4	90	\$30.95	\$7.85	\$14.44	\$0.00	\$53.24

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
LABORERS - ZONE 2	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
LABORERS - ZONE 2	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/01/2018	\$33.72	\$7.85	\$14.39	\$0.00	\$55.96
LABORERS - ZONE 2	06/01/2019	\$34.59	\$7.85	\$14.39	\$0.00	\$56.83
	12/01/2019	\$35.45	\$7.85	\$14.39	\$0.00	\$57.69

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER LABORERS - ZONE 2	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER LABORERS - ZONE 2	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER LABORERS - ZONE 2	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$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"						
LASER BEAM OPERATOR LABORERS - ZONE 2	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2019	\$40.91	\$10.75	\$18.97	\$0.00	\$70.63
	08/01/2019	\$41.99	\$10.75	\$19.11	\$0.00	\$71.85
	02/01/2020	\$42.50	\$10.75	\$19.11	\$0.00	\$72.36
	08/01/2020	\$43.58	\$10.75	\$19.26	\$0.00	\$73.59
	02/01/2021	\$44.09	\$10.75	\$19.26	\$0.00	\$74.10
	08/01/2021	\$45.21	\$10.75	\$19.42	\$0.00	\$75.38
	02/01/2022	\$45.68	\$10.75	\$19.42	\$0.00	\$75.85

Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.46	\$10.75	\$18.97	\$0.00	\$50.18
2	60	\$24.55	\$10.75	\$18.97	\$0.00	\$54.27
3	70	\$28.64	\$10.75	\$18.97	\$0.00	\$58.36
4	80	\$32.73	\$10.75	\$18.97	\$0.00	\$62.45
5	90	\$36.82	\$10.75	\$18.97	\$0.00	\$66.54

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.00	\$10.75	\$19.11	\$0.00	\$50.86
2	60	\$25.19	\$10.75	\$19.11	\$0.00	\$55.05
3	70	\$29.39	\$10.75	\$19.11	\$0.00	\$59.25
4	80	\$33.59	\$10.75	\$19.11	\$0.00	\$63.45
5	90	\$37.79	\$10.75	\$19.11	\$0.00	\$67.65

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	02/01/2019	\$53.57	\$10.75	\$20.66	\$0.00	\$84.98
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2019	\$54.92	\$10.75	\$20.80	\$0.00	\$86.47
	02/01/2020	\$55.55	\$10.75	\$20.80	\$0.00	\$87.10
	08/01/2020	\$56.90	\$10.75	\$20.95	\$0.00	\$88.60
	02/01/2021	\$57.54	\$10.75	\$20.95	\$0.00	\$89.24
	08/01/2021	\$58.94	\$10.75	\$21.11	\$0.00	\$90.80
	02/01/2022	\$59.51	\$10.75	\$21.11	\$0.00	\$91.37

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.79	\$10.75	\$20.66	\$0.00	\$58.20
2	60	\$32.14	\$10.75	\$20.66	\$0.00	\$63.55
3	70	\$37.50	\$10.75	\$20.66	\$0.00	\$68.91
4	80	\$42.86	\$10.75	\$20.66	\$0.00	\$74.27
5	90	\$48.21	\$10.75	\$20.66	\$0.00	\$79.62

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.46	\$10.75	\$20.80	\$0.00	\$59.01
2	60	\$32.95	\$10.75	\$20.80	\$0.00	\$64.50
3	70	\$38.44	\$10.75	\$20.80	\$0.00	\$69.99
4	80	\$43.94	\$10.75	\$20.80	\$0.00	\$75.49
5	90	\$49.43	\$10.75	\$20.80	\$0.00	\$80.98

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2)	10/01/2018	\$38.02	\$9.90	\$18.50	\$0.00	\$66.42
MILLWRIGHTS LOCAL 1121 - Zone 2	04/01/2019	\$38.87	\$9.90	\$18.50	\$0.00	\$67.27

Issue Date: 03/11/2019

Wage Request Number: 20190311-007

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 10/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$20.91	\$9.90	\$5.31	\$0.00	\$36.12
2	65	\$24.71	\$9.90	\$15.13	\$0.00	\$49.74
3	75	\$28.52	\$9.90	\$16.10	\$0.00	\$54.52
4	85	\$32.32	\$9.90	\$17.06	\$0.00	\$59.28

Effective Date - 04/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.38	\$9.90	\$5.31	\$0.00	\$36.59
2	65	\$25.27	\$9.90	\$15.13	\$0.00	\$50.30
3	75	\$29.15	\$9.90	\$16.10	\$0.00	\$55.15
4	85	\$33.04	\$9.90	\$17.06	\$0.00	\$60.00

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
LABORERS - ZONE 2	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/01/2018	\$23.06	\$11.50	\$15.60	\$0.00	\$50.16
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$23.61	\$11.50	\$15.60	\$0.00	\$50.71
	12/01/2019	\$24.18	\$11.50	\$15.60	\$0.00	\$51.28
	06/01/2020	\$24.73	\$11.50	\$15.60	\$0.00	\$51.83
	12/01/2020	\$25.30	\$11.50	\$15.60	\$0.00	\$52.40
	06/01/2021	\$25.85	\$11.50	\$15.60	\$0.00	\$52.95
	12/01/2021	\$26.43	\$11.50	\$15.60	\$0.00	\$53.53

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)	12/01/2018	\$27.42	\$11.50	\$15.60	\$0.00	\$54.52
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$28.07	\$11.50	\$15.60	\$0.00	\$55.17
	12/01/2019	\$28.74	\$11.50	\$15.60	\$0.00	\$55.84
	06/01/2020	\$29.39	\$11.50	\$15.60	\$0.00	\$56.49
	12/01/2020	\$30.07	\$11.50	\$15.60	\$0.00	\$57.17
	06/01/2021	\$30.71	\$11.50	\$15.60	\$0.00	\$57.81
	12/01/2021	\$31.39	\$11.50	\$15.60	\$0.00	\$58.49

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS)
PAINTERS LOCAL 35 - ZONE 2

01/01/2019	\$50.36	\$8.15	\$20.85	\$0.00	\$79.36
07/01/2019	\$51.46	\$8.15	\$20.85	\$0.00	\$80.46
01/01/2020	\$52.56	\$8.15	\$20.85	\$0.00	\$81.56
07/01/2020	\$53.66	\$8.15	\$20.85	\$0.00	\$82.66
01/01/2021	\$54.76	\$8.15	\$20.85	\$0.00	\$83.76

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
		\$25.18	\$8.15	\$0.00	\$0.00	\$33.33
1	50	\$27.70	\$8.15	\$5.64	\$0.00	\$41.49
2	55	\$30.22	\$8.15	\$6.15	\$0.00	\$44.52
3	60	\$32.73	\$8.15	\$6.66	\$0.00	\$47.54
4	65	\$35.25	\$8.15	\$17.78	\$0.00	\$61.18
5	70	\$37.77	\$8.15	\$18.29	\$0.00	\$64.21
6	75	\$40.29	\$8.15	\$18.80	\$0.00	\$67.24
7	80	\$45.32	\$8.15	\$19.83	\$0.00	\$73.30
8	90					

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
		\$25.73	\$8.15	\$0.00	\$0.00	\$33.88
1	50	\$28.30	\$8.15	\$5.64	\$0.00	\$42.09
2	55	\$30.88	\$8.15	\$6.15	\$0.00	\$45.18
3	60	\$33.45	\$8.15	\$6.66	\$0.00	\$48.26
4	65	\$36.02	\$8.15	\$17.78	\$0.00	\$61.95
5	70	\$38.60	\$8.15	\$18.29	\$0.00	\$65.04
6	75	\$41.17	\$8.15	\$18.80	\$0.00	\$68.12
7	80	\$46.31	\$8.15	\$19.83	\$0.00	\$74.29
8	90					

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *

* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

01/01/2019	\$41.26	\$8.15	\$20.85	\$0.00	\$70.26
07/01/2019	\$42.36	\$8.15	\$20.85	\$0.00	\$71.36
01/01/2020	\$43.46	\$8.15	\$20.85	\$0.00	\$72.46
07/01/2020	\$44.56	\$8.15	\$20.85	\$0.00	\$73.56
01/01/2021	\$45.66	\$8.15	\$20.85	\$0.00	\$74.66

Issue Date: 03/11/2019

Wage Request Number: 20190311-007

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New
Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.63	\$8.15	\$0.00	\$0.00	\$28.78
2	55	\$22.69	\$8.15	\$5.64	\$0.00	\$36.48
3	60	\$24.76	\$8.15	\$6.15	\$0.00	\$39.06
4	65	\$26.82	\$8.15	\$6.66	\$0.00	\$41.63
5	70	\$28.88	\$8.15	\$17.78	\$0.00	\$54.81
6	75	\$30.95	\$8.15	\$18.29	\$0.00	\$57.39
7	80	\$33.01	\$8.15	\$18.80	\$0.00	\$59.96
8	90	\$37.13	\$8.15	\$19.83	\$0.00	\$65.11

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$8.15	\$0.00	\$0.00	\$29.33
2	55	\$23.30	\$8.15	\$5.64	\$0.00	\$37.09
3	60	\$25.42	\$8.15	\$6.15	\$0.00	\$39.72
4	65	\$27.53	\$8.15	\$6.66	\$0.00	\$42.34
5	70	\$29.65	\$8.15	\$17.78	\$0.00	\$55.58
6	75	\$31.77	\$8.15	\$18.29	\$0.00	\$58.21
7	80	\$33.89	\$8.15	\$18.80	\$0.00	\$60.84
8	90	\$38.12	\$8.15	\$19.83	\$0.00	\$66.10

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2019	\$39.32	\$8.15	\$20.85	\$0.00	\$68.32
PAINTERS LOCAL 35 - ZONE 2	07/01/2019	\$40.42	\$8.15	\$20.85	\$0.00	\$69.42
	01/01/2020	\$41.52	\$8.15	\$20.85	\$0.00	\$70.52
	07/01/2020	\$42.62	\$8.15	\$20.85	\$0.00	\$71.62
	01/01/2021	\$43.72	\$8.15	\$20.85	\$0.00	\$72.72

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint
Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.66	\$8.15	\$0.00	\$0.00	\$27.81
2	55	\$21.63	\$8.15	\$5.64	\$0.00	\$35.42
3	60	\$23.59	\$8.15	\$6.15	\$0.00	\$37.89
4	65	\$25.56	\$8.15	\$6.66	\$0.00	\$40.37
5	70	\$27.52	\$8.15	\$17.78	\$0.00	\$53.45
6	75	\$29.49	\$8.15	\$18.29	\$0.00	\$55.93
7	80	\$31.46	\$8.15	\$18.80	\$0.00	\$58.41
8	90	\$35.39	\$8.15	\$19.83	\$0.00	\$63.37

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.21	\$8.15	\$0.00	\$0.00	\$28.36
2	55	\$22.23	\$8.15	\$5.64	\$0.00	\$36.02
3	60	\$24.25	\$8.15	\$6.15	\$0.00	\$38.55
4	65	\$26.27	\$8.15	\$6.66	\$0.00	\$41.08
5	70	\$28.29	\$8.15	\$17.78	\$0.00	\$54.22
6	75	\$30.32	\$8.15	\$18.29	\$0.00	\$56.76
7	80	\$32.34	\$8.15	\$18.80	\$0.00	\$59.29
8	90	\$36.38	\$8.15	\$19.83	\$0.00	\$64.36

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
LABORERS - ZONE 2	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *	01/01/2019	\$39.86	\$8.15	\$20.85	\$0.00	\$68.86
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2019	\$40.96	\$8.15	\$20.85	\$0.00	\$69.96
	01/01/2020	\$42.06	\$8.15	\$20.85	\$0.00	\$71.06
	07/01/2020	\$43.16	\$8.15	\$20.85	\$0.00	\$72.16
	01/01/2021	\$44.25	\$8.15	\$20.85	\$0.00	\$73.25

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW
Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.93	\$8.15	\$0.00	\$0.00	\$28.08
2	55	\$21.92	\$8.15	\$5.64	\$0.00	\$35.71
3	60	\$23.92	\$8.15	\$6.15	\$0.00	\$38.22
4	65	\$25.91	\$8.15	\$6.66	\$0.00	\$40.72
5	70	\$27.90	\$8.15	\$17.78	\$0.00	\$53.83
6	75	\$29.90	\$8.15	\$18.29	\$0.00	\$56.34
7	80	\$31.89	\$8.15	\$18.80	\$0.00	\$58.84
8	90	\$35.87	\$8.15	\$19.83	\$0.00	\$63.85

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.48	\$8.15	\$0.00	\$0.00	\$28.63
2	55	\$22.53	\$8.15	\$5.64	\$0.00	\$36.32
3	60	\$24.58	\$8.15	\$6.15	\$0.00	\$38.88
4	65	\$26.62	\$8.15	\$6.66	\$0.00	\$41.43
5	70	\$28.67	\$8.15	\$17.78	\$0.00	\$54.60
6	75	\$30.72	\$8.15	\$18.29	\$0.00	\$57.16
7	80	\$32.77	\$8.15	\$18.80	\$0.00	\$59.72
8	90	\$36.86	\$8.15	\$19.83	\$0.00	\$64.84

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2019	\$37.92	\$8.15	\$20.85	\$0.00	\$66.92
PAINTERS LOCAL 35 - ZONE 2	07/01/2019	\$39.02	\$8.15	\$20.85	\$0.00	\$68.02
	01/01/2020	\$40.12	\$8.15	\$20.85	\$0.00	\$69.12
	07/01/2020	\$41.22	\$8.15	\$20.85	\$0.00	\$70.22
	01/01/2021	\$42.32	\$8.15	\$20.85	\$0.00	\$71.32

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.96	\$8.15	\$0.00	\$0.00	\$27.11
2	55	\$20.86	\$8.15	\$5.64	\$0.00	\$34.65
3	60	\$22.75	\$8.15	\$6.15	\$0.00	\$37.05
4	65	\$24.65	\$8.15	\$6.66	\$0.00	\$39.46
5	70	\$26.54	\$8.15	\$17.78	\$0.00	\$52.47
6	75	\$28.44	\$8.15	\$18.29	\$0.00	\$54.88
7	80	\$30.34	\$8.15	\$18.80	\$0.00	\$57.29
8	90	\$34.13	\$8.15	\$19.83	\$0.00	\$62.11

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.51	\$8.15	\$0.00	\$0.00	\$27.66
2	55	\$21.46	\$8.15	\$5.64	\$0.00	\$35.25
3	60	\$23.41	\$8.15	\$6.15	\$0.00	\$37.71
4	65	\$25.36	\$8.15	\$6.66	\$0.00	\$40.17
5	70	\$27.31	\$8.15	\$17.78	\$0.00	\$53.24
6	75	\$29.27	\$8.15	\$18.29	\$0.00	\$55.71
7	80	\$31.22	\$8.15	\$18.80	\$0.00	\$58.17
8	90	\$35.12	\$8.15	\$19.83	\$0.00	\$63.10

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B

12/01/2018	\$33.08	\$11.91	\$12.70	\$0.00	\$57.69
06/01/2019	\$34.08	\$11.91	\$12.70	\$0.00	\$58.69
08/01/2019	\$34.08	\$12.41	\$12.70	\$0.00	\$59.19
12/01/2019	\$34.08	\$12.41	\$13.72	\$0.00	\$60.21
06/01/2020	\$34.98	\$12.41	\$13.72	\$0.00	\$61.11
08/01/2020	\$34.98	\$12.91	\$13.72	\$0.00	\$61.61
12/01/2020	\$34.98	\$12.91	\$14.82	\$0.00	\$62.71
06/01/2021	\$35.78	\$12.91	\$14.82	\$0.00	\$63.51
08/01/2021	\$35.78	\$13.41	\$14.82	\$0.00	\$64.01
12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)

PILE DRIVER LOCAL 56 (ZONE 1)

For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER

PILE DRIVER LOCAL 56 (ZONE 1)

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
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

Issue Date: 03/11/2019

Wage Request Number: 20190311-007

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - PILE DRIVER - Local 56 Zone 1
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

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.47	\$9.90	\$21.15	\$0.00	\$55.52
2	60	\$29.36	\$9.90	\$21.15	\$0.00	\$60.41
3	70	\$34.26	\$9.90	\$21.15	\$0.00	\$65.31
4	75	\$36.71	\$9.90	\$21.15	\$0.00	\$67.76
5	80	\$39.15	\$9.90	\$21.15	\$0.00	\$70.20
6	80	\$39.15	\$9.90	\$21.15	\$0.00	\$70.20
7	90	\$44.05	\$9.90	\$21.15	\$0.00	\$75.10
8	90	\$44.05	\$9.90	\$21.15	\$0.00	\$75.10

Notes:
Apprentice to Journeyworker Ratio:1:5
PIPEFITTER & STEAMFITTER
PIPEFITTERS LOCAL 537

03/01/2019	\$53.19	\$10.95	\$19.74	\$0.00	\$83.88
09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
03/01/2021	\$59.19	\$10.95	\$19.74	\$0.00	\$89.88

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PIPEFITTER - Local 537

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$21.28	\$10.95	\$8.00	\$0.00	\$40.23
2	45	\$23.94	\$10.95	\$19.74	\$0.00	\$54.63
3	60	\$31.91	\$10.95	\$19.74	\$0.00	\$62.60
4	70	\$37.23	\$10.95	\$19.74	\$0.00	\$67.92
5	80	\$42.55	\$10.95	\$19.74	\$0.00	\$73.24

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$21.88	\$10.95	\$8.00	\$0.00	\$40.83
2	45	\$24.61	\$10.95	\$19.74	\$0.00	\$55.30
3	60	\$32.81	\$10.95	\$19.74	\$0.00	\$63.50
4	70	\$38.28	\$10.95	\$19.74	\$0.00	\$68.97
5	80	\$43.75	\$10.95	\$19.74	\$0.00	\$74.44

Notes:

** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.

Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

Apprentice to Journeyworker Ratio:**

PIPELAYER	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
LABORERS - ZONE 2	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
PLUMBERS & GASFITTERS	03/01/2019	\$56.69	\$11.82	\$16.51	\$0.00	\$85.02
PLUMBERS & GASFITTERS LOCAL 12	09/01/2019	\$58.19	\$11.82	\$16.51	\$0.00	\$86.52
	03/01/2020	\$59.69	\$11.82	\$16.51	\$0.00	\$88.02
	09/01/2020	\$61.19	\$11.82	\$16.51	\$0.00	\$89.52
	03/01/2021	\$62.69	\$11.82	\$16.51	\$0.00	\$91.02

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.84	\$11.82	\$5.98	\$0.00	\$37.64
2	40	\$22.68	\$11.82	\$6.79	\$0.00	\$41.29
3	55	\$31.18	\$11.82	\$9.25	\$0.00	\$52.25
4	65	\$36.85	\$11.82	\$10.85	\$0.00	\$59.52
5	75	\$42.52	\$11.82	\$12.50	\$0.00	\$66.84

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.37	\$11.82	\$5.98	\$0.00	\$38.17
2	40	\$23.28	\$11.82	\$6.79	\$0.00	\$41.89
3	55	\$32.00	\$11.82	\$9.25	\$0.00	\$53.07
4	65	\$37.82	\$11.82	\$10.85	\$0.00	\$60.49
5	75	\$43.64	\$11.82	\$12.50	\$0.00	\$67.96

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$63.17, Step5 with lic\$70.47

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.)
PIPEFITTERS LOCAL 537

03/01/2019	\$53.19	\$10.95	\$19.74	\$0.00	\$83.88
09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
03/01/2021	\$59.17	\$10.95	\$19.74	\$0.00	\$89.86

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR
LABORERS - ZONE 2

12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER
LABORERS - ZONE 2

12/01/2018	\$34.52	\$7.85	\$14.44	\$0.00	\$56.81
06/01/2019	\$35.39	\$7.85	\$14.44	\$0.00	\$57.68
12/01/2019	\$36.25	\$7.85	\$14.44	\$0.00	\$58.54
06/01/2020	\$37.14	\$7.85	\$14.44	\$0.00	\$59.43
12/01/2020	\$38.03	\$7.85	\$14.44	\$0.00	\$60.32
06/01/2021	\$38.95	\$7.85	\$14.44	\$0.00	\$61.24
12/01/2021	\$39.86	\$7.85	\$14.44	\$0.00	\$62.15

For apprentice rates see "Apprentice- LABORER"

ate: 03/11/2019

Wage Request Number: 20190311-007

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$32.03	\$11.50	\$15.60	\$0.00	\$59.13
	06/01/2019	\$32.78	\$11.50	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.57	\$11.50	\$15.60	\$0.00	\$60.67
	06/01/2020	\$34.32	\$11.50	\$15.60	\$0.00	\$61.42
	12/01/2020	\$35.10	\$11.50	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.85	\$11.50	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.64	\$11.50	\$15.60	\$0.00	\$63.74
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>	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg) ROOFERS LOCAL 33	02/01/2019	\$43.36	\$11.50	\$15.90	\$0.00	\$70.76

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.68	\$11.50	\$3.69	\$0.00	\$36.87
2	60	\$26.02	\$11.50	\$15.90	\$0.00	\$53.42
3	65	\$28.18	\$11.50	\$15.90	\$0.00	\$55.58
4	75	\$32.52	\$11.50	\$15.90	\$0.00	\$59.92
5	85	\$36.86	\$11.50	\$15.90	\$0.00	\$64.26

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 ROOFERS LOCAL 33	02/01/2019	\$43.61	\$11.50	\$15.90	\$0.00	\$71.01
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 - A	02/01/2019	\$46.50	\$13.20	\$24.12	\$2.52	\$86.34
	08/01/2019	\$48.10	\$13.20	\$24.12	\$2.56	\$87.98
	02/01/2020	\$49.75	\$13.20	\$24.12	\$2.61	\$89.68
	08/01/2020	\$51.35	\$13.20	\$24.12	\$2.66	\$91.33
	02/01/2021	\$53.00	\$13.20	\$24.12	\$2.71	\$93.03
	08/01/2021	\$54.75	\$13.20	\$24.12	\$2.76	\$94.83
	02/01/2022	\$56.50	\$13.20	\$24.12	\$2.81	\$96.63

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$19.53	\$13.20	\$5.89	\$0.00	\$38.62
2	42	\$19.53	\$13.20	\$5.89	\$0.00	\$38.62
3	47	\$21.86	\$13.20	\$11.13	\$1.39	\$47.58
4	47	\$21.86	\$13.20	\$11.13	\$1.39	\$47.58
5	52	\$24.18	\$13.20	\$12.08	\$1.48	\$50.94
6	52	\$24.18	\$13.20	\$12.33	\$1.49	\$51.20
7	60	\$27.90	\$13.20	\$13.70	\$1.64	\$56.44
8	65	\$30.23	\$13.20	\$14.65	\$1.74	\$59.82
9	75	\$34.88	\$13.20	\$16.56	\$1.94	\$66.58
10	85	\$39.53	\$13.20	\$17.96	\$2.12	\$72.81

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$20.20	\$13.20	\$5.89	\$0.00	\$39.29
2	42	\$20.20	\$13.20	\$5.89	\$0.00	\$39.29
3	47	\$22.61	\$13.20	\$11.13	\$1.41	\$48.35
4	47	\$22.61	\$13.20	\$11.13	\$1.41	\$48.35
5	52	\$25.01	\$13.20	\$12.08	\$1.51	\$51.80
6	52	\$25.01	\$13.20	\$12.33	\$1.52	\$52.06
7	60	\$28.86	\$13.20	\$13.70	\$1.67	\$57.43
8	65	\$31.27	\$13.20	\$14.65	\$1.77	\$60.89
9	75	\$36.08	\$13.20	\$16.56	\$1.98	\$67.82
10	85	\$40.89	\$13.20	\$17.96	\$2.16	\$74.21

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR
PAINTERS LOCAL 35 - ZONE 2

06/01/2013 \$25.81 \$7.07 \$7.05 \$0.00 \$39.93

Issue Date: 03/11/2019

Wage Request Number: 20190311-007

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
2	55	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
3	60	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
4	65	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
5	70	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
6	75	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
7	80	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
8	85	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
9	90	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35

Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B

12/01/2018	\$33.54	\$11.91	\$12.70	\$0.00	\$58.15
06/01/2019	\$34.54	\$11.91	\$12.70	\$0.00	\$59.15
08/01/2019	\$34.54	\$12.41	\$12.70	\$0.00	\$59.65
12/01/2019	\$34.54	\$12.41	\$13.72	\$0.00	\$60.67
06/01/2020	\$35.44	\$12.41	\$13.72	\$0.00	\$61.57
08/01/2020	\$35.44	\$12.91	\$13.72	\$0.00	\$62.07
12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66

SPECIALIZED EARTH MOVING EQUIP > 35 TONS
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B

12/01/2018	\$33.83	\$11.91	\$12.70	\$0.00	\$58.44
06/01/2019	\$34.83	\$11.91	\$12.70	\$0.00	\$59.44
08/01/2019	\$34.83	\$12.41	\$12.70	\$0.00	\$59.94
12/01/2019	\$34.83	\$12.41	\$13.72	\$0.00	\$60.96
06/01/2020	\$35.73	\$12.41	\$13.72	\$0.00	\$61.86
08/01/2020	\$35.73	\$12.91	\$13.72	\$0.00	\$62.36
12/01/2020	\$35.73	\$12.91	\$14.82	\$0.00	\$63.46
06/01/2021	\$36.53	\$12.91	\$14.82	\$0.00	\$64.26
08/01/2021	\$36.53	\$13.41	\$14.82	\$0.00	\$64.76
12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95

SPRINKLER FITTER

SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1

03/01/2019	\$58.98	\$9.47	\$19.60	\$0.00	\$88.05
10/01/2019	\$60.48	\$9.47	\$19.60	\$0.00	\$89.55
03/01/2020	\$61.98	\$9.47	\$19.60	\$0.00	\$91.05
10/01/2020	\$63.48	\$9.47	\$19.60	\$0.00	\$92.55
03/01/2021	\$64.98	\$9.47	\$19.60	\$0.00	\$94.05

Issue Date: 03/11/2019

Wage Request Number: 20190311-007

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.64	\$9.47	\$9.10	\$0.00	\$39.21
2	40	\$23.59	\$9.47	\$9.10	\$0.00	\$42.16
3	45	\$26.54	\$9.47	\$9.10	\$0.00	\$45.11
4	50	\$29.49	\$9.47	\$9.10	\$0.00	\$48.06
5	55	\$32.44	\$9.47	\$9.10	\$0.00	\$51.01
6	60	\$35.39	\$9.47	\$10.60	\$0.00	\$55.46
7	65	\$38.34	\$9.47	\$10.60	\$0.00	\$58.41
8	70	\$41.29	\$9.47	\$10.60	\$0.00	\$61.36
9	75	\$44.24	\$9.47	\$10.60	\$0.00	\$64.31
10	80	\$47.18	\$9.47	\$10.60	\$0.00	\$67.25

Effective Date - 10/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.17	\$9.47	\$9.10	\$0.00	\$39.74
2	40	\$24.19	\$9.47	\$9.10	\$0.00	\$42.76
3	45	\$27.22	\$9.47	\$9.10	\$0.00	\$45.79
4	50	\$30.24	\$9.47	\$9.10	\$0.00	\$48.81
5	55	\$33.26	\$9.47	\$9.10	\$0.00	\$51.83
6	60	\$36.29	\$9.47	\$10.60	\$0.00	\$56.36
7	65	\$39.31	\$9.47	\$10.60	\$0.00	\$59.38
8	70	\$42.34	\$9.47	\$10.60	\$0.00	\$62.41
9	75	\$45.36	\$9.47	\$10.60	\$0.00	\$65.43
10	80	\$48.38	\$9.47	\$10.60	\$0.00	\$68.45

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR
OPERATING ENGINEERS LOCAL 4

12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Issue Date: 03/11/2019

Wage Request Number: 20190311-007

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 103	03/01/2019	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.33	\$13.00	\$0.46	\$0.00	\$28.79
2	40	\$15.33	\$13.00	\$0.46	\$0.00	\$28.79
3	45	\$17.25	\$13.00	\$13.42	\$0.00	\$43.67
4	45	\$17.25	\$13.00	\$13.42	\$0.00	\$43.67
5	50	\$19.17	\$13.00	\$13.73	\$0.00	\$45.90
6	55	\$21.08	\$13.00	\$14.03	\$0.00	\$48.11
7	60	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
8	65	\$24.91	\$13.00	\$14.66	\$0.00	\$52.57
9	70	\$26.83	\$13.00	\$14.96	\$0.00	\$54.79
10	75	\$28.75	\$13.00	\$15.27	\$0.00	\$57.02

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2019	\$52.49	\$10.75	\$20.66	\$0.00	\$83.90
	08/01/2019	\$53.84	\$10.75	\$20.80	\$0.00	\$85.39
	02/01/2020	\$54.48	\$10.75	\$20.80	\$0.00	\$86.03
	08/01/2020	\$55.83	\$10.75	\$20.95	\$0.00	\$87.53
	02/01/2021	\$56.47	\$10.75	\$20.95	\$0.00	\$88.17
	08/01/2021	\$57.87	\$10.75	\$21.11	\$0.00	\$89.73
	02/01/2022	\$58.46	\$10.75	\$21.11	\$0.00	\$90.32

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.25	\$10.75	\$20.03	\$0.00	\$57.03
2	60	\$31.49	\$10.75	\$20.03	\$0.00	\$62.27
3	70	\$36.74	\$10.75	\$20.03	\$0.00	\$67.52
4	80	\$41.99	\$10.75	\$20.03	\$0.00	\$72.77
5	90	\$47.24	\$10.75	\$20.03	\$0.00	\$78.02

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.92	\$10.75	\$20.80	\$0.00	\$58.47
2	60	\$32.30	\$10.75	\$20.80	\$0.00	\$63.85
3	70	\$37.69	\$10.75	\$20.80	\$0.00	\$69.24
4	80	\$43.07	\$10.75	\$20.80	\$0.00	\$74.62
5	90	\$48.46	\$10.75	\$20.80	\$0.00	\$80.01

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER	12/01/2018	\$40.00	\$7.85	\$15.55	\$0.00	\$63.40
LABORERS - FOUNDATION AND MARINE	06/01/2019	\$41.00	\$7.85	\$15.55	\$0.00	\$64.40
	12/01/2019	\$42.00	\$7.85	\$15.55	\$0.00	\$65.40
	06/01/2020	\$42.99	\$7.85	\$15.55	\$0.00	\$66.39
	12/01/2020	\$43.97	\$7.85	\$15.55	\$0.00	\$67.37
	06/01/2021	\$44.99	\$7.85	\$15.55	\$0.00	\$68.39
	12/01/2021	\$46.00	\$7.85	\$15.55	\$0.00	\$69.40

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER	12/01/2018	\$38.72	\$7.85	\$15.55	\$0.00	\$62.12
LABORERS - FOUNDATION AND MARINE	06/01/2019	\$39.72	\$7.85	\$15.55	\$0.00	\$63.12
	12/01/2019	\$40.72	\$7.85	\$15.55	\$0.00	\$64.12
	06/01/2020	\$41.71	\$7.85	\$15.55	\$0.00	\$65.11
	12/01/2020	\$42.69	\$7.85	\$15.55	\$0.00	\$66.09
	06/01/2021	\$43.71	\$7.85	\$15.55	\$0.00	\$67.11
	12/01/2021	\$44.72	\$7.85	\$15.55	\$0.00	\$68.12

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER	12/01/2018	\$38.60	\$7.85	\$15.55	\$0.00	\$62.00
LABORERS - FOUNDATION AND MARINE	06/01/2019	\$39.60	\$7.85	\$15.55	\$0.00	\$63.00
	12/01/2019	\$40.60	\$7.85	\$15.55	\$0.00	\$64.00
	06/01/2020	\$41.59	\$7.85	\$15.55	\$0.00	\$64.99
	12/01/2020	\$42.57	\$7.85	\$15.55	\$0.00	\$65.97
	06/01/2021	\$43.59	\$7.85	\$15.55	\$0.00	\$66.99
	12/01/2021	\$44.60	\$7.85	\$15.55	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2018	\$34.12	\$11.91	\$12.70	\$0.00	\$58.73
	06/01/2019	\$35.12	\$11.91	\$12.70	\$0.00	\$59.73
	08/01/2019	\$35.12	\$12.41	\$12.70	\$0.00	\$60.23
	12/01/2019	\$35.12	\$12.41	\$13.72	\$0.00	\$61.25
	06/01/2020	\$36.02	\$12.41	\$13.72	\$0.00	\$62.15
	08/01/2020	\$36.02	\$12.91	\$13.72	\$0.00	\$62.65
	12/01/2020	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	06/01/2021	\$36.82	\$12.91	\$14.82	\$0.00	\$64.55
	08/01/2021	\$36.82	\$13.41	\$14.82	\$0.00	\$65.05
	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2018	\$50.88	\$7.85	\$15.95	\$0.00	\$74.68
	06/01/2019	\$51.88	\$7.85	\$15.95	\$0.00	\$75.68
	12/01/2019	\$52.88	\$7.85	\$15.95	\$0.00	\$76.68
	06/01/2020	\$53.87	\$7.85	\$15.95	\$0.00	\$77.67
	12/01/2020	\$54.85	\$7.85	\$15.95	\$0.00	\$78.65
	06/01/2021	\$55.87	\$7.85	\$15.95	\$0.00	\$79.67
	12/01/2021	\$56.88	\$7.85	\$15.95	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2018	\$52.88	\$7.85	\$15.95	\$0.00	\$76.68
	06/01/2019	\$53.88	\$7.85	\$15.95	\$0.00	\$77.68
	12/01/2019	\$54.88	\$7.85	\$15.95	\$0.00	\$78.68
	06/01/2020	\$55.87	\$7.85	\$15.95	\$0.00	\$79.67
	12/01/2020	\$56.85	\$7.85	\$15.95	\$0.00	\$80.65
	06/01/2021	\$57.87	\$7.85	\$15.95	\$0.00	\$81.67
	12/01/2021	\$58.88	\$7.85	\$15.95	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2018	\$42.95	\$7.85	\$15.95	\$0.00	\$66.75
	06/01/2019	\$43.95	\$7.85	\$15.95	\$0.00	\$67.75
	12/01/2019	\$44.95	\$7.85	\$15.95	\$0.00	\$68.75
	06/01/2020	\$45.94	\$7.85	\$15.95	\$0.00	\$69.74
	12/01/2020	\$46.92	\$7.85	\$15.95	\$0.00	\$70.72
	06/01/2021	\$47.94	\$7.85	\$15.95	\$0.00	\$71.74
	12/01/2021	\$48.95	\$7.85	\$15.95	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS (FREE AIR TUNNEL)	12/01/2018	\$44.95	\$7.85	\$15.95	\$0.00	\$68.75
	06/01/2019	\$45.95	\$7.85	\$15.95	\$0.00	\$69.75
	12/01/2019	\$46.95	\$7.85	\$15.95	\$0.00	\$70.75
	06/01/2020	\$47.94	\$7.85	\$15.95	\$0.00	\$71.74
	12/01/2020	\$48.92	\$7.85	\$15.95	\$0.00	\$72.72
	06/01/2021	\$49.94	\$7.85	\$15.95	\$0.00	\$73.74
	12/01/2021	\$50.95	\$7.85	\$15.95	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2018	\$33.54	\$11.91	\$12.70	\$0.00	\$58.15
	06/01/2019	\$34.54	\$11.91	\$12.70	\$0.00	\$59.15
	08/01/2019	\$34.54	\$12.41	\$12.70	\$0.00	\$59.65
	12/01/2019	\$34.54	\$12.41	\$13.72	\$0.00	\$60.67
	06/01/2020	\$35.44	\$12.41	\$13.72	\$0.00	\$61.57
	08/01/2020	\$35.44	\$12.91	\$13.72	\$0.00	\$62.07
	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR LABORERS - ZONE 2	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER PLUMBERS & GASFITTERS LOCAL 12	03/01/2019	\$56.69	\$11.82	\$16.51	\$0.00	\$85.02
	09/01/2019	\$58.19	\$11.82	\$16.51	\$0.00	\$86.52
	03/01/2020	\$59.69	\$11.82	\$16.51	\$0.00	\$88.02
	09/01/2020	\$61.19	\$11.82	\$16.51	\$0.00	\$89.52
	03/01/2021	\$62.69	\$11.82	\$16.51	\$0.00	\$91.02
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East CABLE TECHNICIAN (Power Zone) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$27.14	\$7.75	\$1.81	\$0.00	\$36.70
For apprentice rates see "Apprentice- LINEMAN" CABLEMAN (Underground Ducts & Cables) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$38.45	\$7.75	\$9.53	\$0.00	\$55.73
For apprentice rates see "Apprentice- LINEMAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DRIVER / GROUNDMAN CDL OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$31.66	\$7.75	\$9.44	\$0.00	\$48.85
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$38.45	\$7.75	\$13.61	\$0.00	\$59.81
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$33.92	\$7.75	\$10.21	\$0.00	\$51.88
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$20.35	\$7.75	\$1.61	\$0.00	\$29.71
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$45.23	\$7.75	\$16.61	\$0.00	\$69.59

Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date -		Apprentice				
09/03/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	60	\$27.14	\$7.75	\$3.31	\$0.00	\$38.20
2	65	\$29.40	\$7.75	\$3.38	\$0.00	\$40.53
3	70	\$31.66	\$7.75	\$3.45	\$0.00	\$42.86
4	75	\$33.92	\$7.75	\$5.02	\$0.00	\$46.69
5	80	\$36.18	\$7.75	\$5.09	\$0.00	\$49.02
6	85	\$38.45	\$7.75	\$5.15	\$0.00	\$51.35
7	90	\$40.71	\$7.75	\$7.22	\$0.00	\$55.68

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
TELEDATA LINEMAN/EQUIPMENT OPERATOR OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TELEDATA WIREMAN/INSTALLER/TECHNICIAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TREE TRIMMER OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87

Issue Date: 03/11/2019

Wage Request Number: 20190311-007

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.						

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.



Department of Labor Standards

Prevailing Wage Program

Confirmation

Your request for an Official Prevailing Wage Schedule has been successfully received and is being processed by DLS. The schedule will be emailed to the email address provided in your request.

Please note the wage request number **20190311-007** for future inquiries.

[Request another official Wage Schedule](#)

[Return to Prevailing Wage Website](#)

3/11/2019

Request Official Wage Schedule
Website

<http://prevailingwage.detma.org/WageRequest.aspx?wr=121>

Appendix 10
FORM OF CONTRACT
(SEE ATTACHED DOCUMENT.)

Town of Natick, Massachusetts
Contract for Construction Services
Related to the Installation of a Dog Park in the Town of Natick

This Contract is made this _____ day of _____, 2019, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and _____, a corporation organized under the laws of the _____, 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 regarding the Scope of Services outlined in paragraph 1, below, if any exist between the Town and the Contractor regarding the subject matter of this Contract, 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 construction services related to the installation of a dog park in the Town of Natick, as described in the Invitation for Bids for Construction Services Related to the Installation of a Dog Park in the Town of Natick ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. **Standard of Care**

The Contractor'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 specified in the opening paragraph written above, 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 Invitation for Bids/Order of Priority of Contract Documents**

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

Highest Priority: Amendments to Contract (if any)

Town of Natick, Massachusetts
Contract for Construction Services
Related to the Installation of a Dog Park in the Town of Natick

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

5. Payment

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

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 Bids, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts and its officers, employees, boards, commissions, committees, 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 Construction Services
Related to the Installation of a Dog Park in the Town of Natick

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 warranted against manufacturing and design defect for a minimum of three (3) years 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

Town of Natick, Massachusetts
Contract for Construction Services
Related to the Installation of a Dog Park in the Town of Natick

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

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

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company 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.

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- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
- k. The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.

9. Indemnification

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

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, 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

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injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

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

12. Performance Bond

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 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

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

16. No Smoking

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

17. Criminal Background Screening

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

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and 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 of Natick, Massachusetts
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Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.

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

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

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

20. Notices

Except as otherwise provided in this Contract, all notices required or permitted to

**Town of Natick, Massachusetts
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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: Melissa A. Malone, Town Administrator
Natick Town Hall
13 East Central Street
Natick, MA 01760

With copies to: Karis L. North, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Contractor:

21. Miscellaneous Provisions

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

Town of Natick, Massachusetts
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- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national

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

- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent

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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 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
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Related to the Installation of a Dog Park in the Town of Natick

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

by: _____

Michael J. Hickey, Jr., Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Jonathan H. Freedman, Clerk

Printed Title

Karen Adelman-Foster

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: _____

**Town of Natick, Massachusetts
Contract for Construction Services
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APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

Karis L. North, Esq.

Dated: _____

**Town of Natick, Massachusetts
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CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

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

Technical Specifications

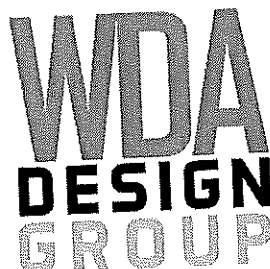
for:

Natick Dog Park
111 West Central Street
Natick, Massachusetts

Project Proponent:

Town of Natick
13 East Central Street
Natick, MA

07/19/2018



31 EAST MAIN STREET WESTBOROUGH, MA 01581 508.366.6552
7 CENTRAL STREET PROVIDENCE, RI 02907 401.274.1360
WDA-DG.com

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END OF SECTION

Natick Dog Park
111 West Central Street, Natick, MA
WDA Project No. RI0143.00

July 19, 2018
Bid Documents

SECTION 12 93 00

SITE FURNISHINGS

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include Town of Natick Department of Public Works Construction Standards, April 2016 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with trades affecting, or affected by, work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

1.02 WORK INCLUDED

- A. Perform all work required to complete the work of the Section, as indicated. Site furnishings work includes, but is not limited to, the following:
 - 1. Benches
 - 2. Drinking Fountain
 - 3. Dog Rinse Station
 - 4. Dog Waste Station

1.03 RELATED WORK UNDER OTHER SECTIONS

- A. Cast-In-Place Concrete
- B. Asphalt Paving
- C. Concrete Paving
- D. Chain Link Fences and Gates

1.04 REFERENCES

- A. ASTM - American Society for Testing and Materials:
- B. Massachusetts Highway Department Standard Specifications for Highways and Bridges (MHD Specifications).

1.05 QUALITY ASSURANCE

- A. Source: For each type of product required for the work of this Section, provide products of one manufacturer and source for consistency.

SITE FURNISHINGS
12 93 00-1

- B. Codes and Standards: Perform site furnishings work in compliance with applicable requirements of governing authorities having jurisdiction. Workmanship and finish shall be equal to the best practice of modern shops for each item of work.
- C. Qualifications of Workers: Use adequate numbers of skilled workers who are trained in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the work of this Section.
- D. The work of this Section shall be completely coordinated with the work of other Sections. Verify dimensions and work of other trades which adjoin materials of this Section before installing items specified.
- E. Protect site furnishings from paint spatter, splashed concrete, and other construction damage by wrapping and taping in place plastic sheeting or heavy kraft paper until adjacent work is completed. Repair any damage to finish in a manner consistent with manufacturer's recommendations.

1.06 SUBMITTALS

- A. Shop Drawings: Supply shop drawings at an approved scale for location, installation and erection of each site furnishing item under this Section.
- B. Product Data: Provide manufacturer's product data showing installation and limitations in use of each site furnishing item. Supply Certificates of Compliance for all materials required for fabrication and installation.
- C. Material Selection and Samples: Submit samples showing the complete range of colors, textures and finishes available for all components required for construction. Work includes but is not limited to the following:
 - 1. Provide one sample, 6 in. x 6 in. minimum, of shop-applied finish for each site furnishings item.

PART 2 - PRODUCTS

2.01 FASTENERS AND HARDWARE

- A. Fasteners and metal components shall be cadmium-plated steel or steel hot-dipped galvanized in accordance with ASTM A 153.

2.02 BENCHES

- A. Benches shall be equal to:
 - 1. "Camber Bench", 6 foot, backed; 77.1" long x 27.2" deep x 32.8" high. Bench slats

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material to be FSC 100% IPE hardwood. Frames to be solid cast aluminum with Aluminum powdercoat finish selected from standard Forms+Surfaces powdercoat chart. Model # SBCAM72BW, as manufactured by Forms + Surfaces, (www.forms-surfaces.com), or approved equal.

- B. All benches shall be surface mounted on concrete bases. Refer to drawings for locations. Concrete for footings shall be 3,500 psi cement concrete and shall conform to MHD Specifications Section M4.02.00.

- C. Bench Quantity: 5

2.03 DRINKING FOUNTAINS

- A. Drinking Fountains shall be equal to:

1. "Most Dependable Fountains" Model # 440 SMSS with optional stainless steel surface carrier and optional pet fountain as manufactured by Most Dependable Fountains, Inc. (www.mostdependable.com).

- B. Drinking fountain shall be mounted per manufacturers recommendations. Refer to drawings for locations. Concrete for footings shall be 3,500 psi cement concrete and shall conform to MHD Specifications Section M4.02.00.

- C. Color: Green

- D. Drinking Fountain Quantity: 1

2.04 DOG RINSE STATION

- A. Dog Rinse Station shall be equal to:

1. "Most Dependable Fountains" Model # 505 SM with optional stainless steel surface carrier as manufactured by Most Dependable Fountains, Inc. (www.mostdependable.com).

- B. Dog rinse station shall be mounted per manufacturers recommendations. Refer to drawings for locations. Concrete for footings shall be 3,500 psi cement concrete and shall conform to MHD Specifications Section M4.02.00.

- C. Color: Green

- D. Dog Rinse Station Quantity: 1

2.05 DOG WASTE STATION

- A. Dog Waste Station shall be equal to:

1. "Living the Dog Life" Eco Dog Station Aluminum Model # DL-EDS100-ALUM with poly waste bag dispenser, 10 gallon aluminum trash receptacle as manufactured by Living the Dog Life (www.livingthedoglife.com).
- B. Dog Waste Station shall be mounted per manufacturers recommendations. Refer to drawings for locations. Concrete for footings shall be 3,500 psi cement concrete and shall conform to MHD Specifications Section M4.02.00.
- C. Color: Green
- D. Dog Waste Station Quantity: 1

PART 3 - EXECUTION

3.01 GENERAL

- A. Site furnishings shall be erected as indicated on the Drawings, plumb, level, snug, and free from rocking. Make necessary shimming and final adjustments.
 1. Shims shall be stainless steel, sized so that they do not protrude beyond the base of the item so as to be visible in completed installation.

3.02 BENCHES

- A. Install benches level and plumb at the locations indicated on the Drawings and in accordance with approved shop drawings as per manufacturers' recommendations. Provide concrete footing as indicated.

3.03 DRINKING FOUNTAIN

- A. Install drinking fountain level and plumb at the locations indicated on the Drawings and in accordance with approved shop drawings as per manufacturers' recommendations. Provide concrete footing as indicated.

3.04 DOG RINSE STATION

- A. Install dog rinse station level and plumb at the locations indicated on the Drawings and in accordance with approved shop drawings as per manufacturers' recommendations. Provide concrete footing as indicated.

3.05 DOG WASTE STATION

- A. Install dog waste station level and plumb in concrete footings at locations indicated on the Drawings, in compliance with shop drawings and as per manufacturers' recommendations.

END OF SECTION

SITE FURNISHINGS
12 93 00-4

SECTION 32 12 16

ASPHALT PAVING

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include Town of Natick Department of Public Works Construction Standards, April 2016 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with trades affecting, or affected by, work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

1.02 WORK INCLUDED

- A. Perform all work required to complete the work of the Section, as indicated. Such work includes, but is not limited to, the following:
 - 1. New Bituminous Concrete parking areas and maintenance drive apron
 - 2. Repairs to existing pavements as necessary.

1.03 RELATED WORK UNDER OTHER SECTIONS

- A. Painted Pavement Markings
- B. Concrete Paving
- C. Stone Curbs

1.04 REFERENCES

- A. Work shall conform to codes and standards of the following:
 - 1. Massachusetts Highway Department Standard Specifications for Highways and Bridges (MHD Specifications).

1.05 QUALITY ASSURANCE

- A. Unless otherwise specified, work and materials for construction of the bituminous concrete paving shall conform to the applicable portions of the following:
 - 1. MHD Specifications Section 460 for bituminous pavement for roadways and parking areas, Section 701 for bituminous sidewalks, and Section 405 for aggregate base course

2. MHD Specifications Section 472 for repairs to existing pavements after installation of new curb.
- B. Paving work, base course etc., shall be done only after excavation and construction work which might damage them has been completed. Damage caused during construction shall be repaired before acceptance.
- C. Repair and replace existing paved areas damaged and removed during this Project. Workmanship and materials for such repair and replacement shall match those employed in existing work, except as otherwise noted.
- D. Pavement subbase shall not be placed on a muddy or frozen subgrade.
- E. Existing pavement under state or local jurisdiction shall, if damaged or removed during the course of this project, be repaired or replaced under this section of the specification in conformance with applicable codes, standards, and practices.
- F. The Owner reserves the right to retain an independent testing laboratory to perform inspection and testing of paving and associated work in accordance with QUALITY CONTROL.

1.06 SUBMITTALS

- A. Complete bituminous concrete job mix formula, listing quantities and pertinent ingredient properties, shall be submitted to and approved by Landscape Architect at least two weeks before work is scheduled to begin.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Material for aggregate base course shall be a graded, granular, non-frost susceptible, free-draining material, consisting of either durable stone and coarse sand or of blast furnace slag, practically free from loam and clay, and which can be readily compacted to form a stable foundation.
 1. Material for aggregate base shall conform to MHD Specifications Section M1.03.0 Type b.
 2. Material for gravel subbase shall meet the requirements of MHD Specifications Section M2.01.7, "Dense-graded Crushed Stone for Sub-Base".

2.02 BITUMINOUS CONCRETE

- A. Bituminous concrete shall be a standard plant-mixed, hot-laid paving material for road work, consisting of clean, crushed rock aggregate, mineral filler, and asphalt conforming to MHD Specifications Section M3.11.03.

1. Binder or bottom course paving for roadways and parking lots shall have maximum aggregate size passing 1 in. sieve.
2. Top or wearing course paving for roadways and parking lots shall have maximum aggregate size passing 5/8 in. sieve.
3. Top of wearing course paving for sidewalks shall conform to composition for "Dense Mix".

2.03 BITUMINOUS MATERIALS

- A. Bituminous material for prime coat shall be one of the following:
1. Cut-back asphalt (rapid-curing type) conforming to AASHTO M81, Grade RC-70 or
 2. Emulsified asphalt rapid-setting type conforming to AASHTO M140, Grade RS-1.
- B. Bitumen shall be a rapid-setting type emulsified asphalt conforming to AASHTO M 140, Grade RS-1.
- C. Bituminous crack sealer shall be a hot-applied bituminous sealer conforming to Fed. Spec. SS-S-1401.

PART 3 - EXECUTION

3.01 GRADING

- A. Areas to be paved will be compacted and brought approximately to subgrade elevation before work of this section is performed. Final fine grading, filling, and compaction of subgrade to receive paving, as required to form a firm, uniform, accurate, and unyielding subgrade at required elevations and to required lines, shall be done under this Section.
- B. Existing subgrade material which will not readily compact as required shall be removed and replaced with satisfactory materials. Additional materials needed to bring subgrade to required line and grade and to replace unsuitable material removed shall be material conforming to this Section.
- C. Subgrade of areas to be paved shall be recompacted as required to bring top 8 in. of material immediately below gravel base course to a compaction of at least 90% of maximum density, as determined by ASTM D 1557, Method D. Subgrade compaction shall extend for a distance of at least 1 ft. beyond pavement edge.
- D. Excavation required in pavement subgrade shall be completed before fine grading and final compaction of subgrade are performed. Where excavation must be performed in completed subgrade or subbase subsequent backfill and compaction shall be performed. Completed subgrade after filling such areas shall be uniformly and properly graded.

- E. Areas being graded or compacted shall be kept shaped and drained during construction. Ruts greater than or equal to 2 in. deep in subgrade, shall be graded out, reshaped as required, and recompacted before placing pavement.
- F. Materials shall not be stored or stockpiled on subgrade.
- G. Disposal of debris and other material excavated and/or stripped under this section, and material unsuitable for or in excess of requirements for completing work of this Section shall be legally disposed of off-site.

3.02 AGGREGATE BASE COURSE

- A. Aggregate base course for paving and the spreading, grading, and compaction methods employed shall conform to standard requirements for usual base course of this type for first class road work, and the following: MHD Specifications Section 405, "Gravel Base Course".
- B. Compaction of aggregate base course shall be to 95% of maximum density as determined by ASTM D 1557, Method D. Stone greater than 2-1/2 in. shall be excluded from course.
- C. Width of base course shall be greater than the width of pavement surface, and shall extend at least 2 x base thickness beyond edge of the course above.
- D. Aggregate material shall be applied in lifts less than or equal to 6 in. thick, compacted measure. Each lift shall be separately compacted to specified density.
 - 1. Material shall be placed adjacent to wall, manhole, catch basin, and other structures only after they have been set to required grade and level.
 - 2. Rolling shall begin at sides and progress to center of crowned areas, and shall begin on low side and progress toward high side of sloped areas. Rolling shall continue until material does not creep or wave ahead of roller wheels.
 - 3. Surface irregularities which exceed 1/2 in. using a 10 ft. long straightedge shall be replaced and properly compacted.
- E. Subgrade and base course shall be kept clean and uncontaminated. Less select materials shall not be permitted to become mixed with gravel. Materials spilled outside pavement lines shall be removed and area repaired.
- F. Portions of subgrade or of construction above which become contaminated, softened, or dislodged by passing of traffic, or otherwise damaged, shall be cleaned, replaced, and otherwise repaired to conform to the requirements of this specification before proceeding with next operation.

3.03 BITUMINOUS PAVING

- A. Bituminous paving mixture, equipment, methods of mixing and placing, and precautions to be observed as to weather, condition of base, etc., shall conform to MHD Specifications Section

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460 Class I Bituminous Concrete Pavement for roadway and parking areas and Section 701 Sidewalks, Wheelchair Ramps, and Driveways for sidewalks.

- B. Bituminous binder and wearing surface courses shall each be applied individually, in single lifts of full thickness indicated on the Drawings.
- C. Work shall not be performed during rainy weather or when temperature is less than 40 F
- D. Adjacent concrete work, etc., shall be protected from stain and damage during entire operation. Damaged and stained areas shall be replaced or repaired to equal their original condition.
- E. Existing paved surfaces to be resurfaced shall be cleaned of foreign and objectionable matter with blowers, power brooms, or hand brooms immediately before applying bituminous pavement. Cracks shall be cleaned and bituminous crack sealer applied to fully seal pavement.
- F. The surface of the pavement to be resurfaced shall receive a bituminous prime coat before laying bituminous binder course. Prime coat shall be applied at rate which will leave Bituminous residue of 5 to 7 gal./100 sq. yd. after evaporation of vehicle. Base surface shall be dry and clean when prime coat is applied. Bituminous paving material shall not be placed until vehicle has completely evaporated from prime coat. Adjoining new paving shall be placed before prime coat has dried or dusted over.
- G. Deliveries shall be timed to permit spreading and rolling all material during daylight hours, unless artificial light is provided. Loads which have been wet by rain or otherwise will not be accepted. Hauling over freshly laid or rolled material will not be permitted.
- H. Placing and rolling of mixture shall be as nearly continuous as possible. Rolling shall begin as soon after placing as mixture will bear the operation without undue displacement. Delays in rolling freshly spread mixture will not be permitted. Rolling shall proceed longitudinally, starting at edge of newly placed material and proceeding toward previously rolled areas. Rolling overlap on successive strips shall be greater than or equal to 1/2 width of roller rear wheel. Alternate trips of roller shall be of slightly different lengths. Corrections required in surface shall be made by removing or adding materials before rolling is completed. Skin patching of areas where rolling has been completed will not be permitted. Course shall be subjected to diagonal rolling, crossing lines of the first rolling while mixture is hot and in compactible condition. Displacement of mixture or other fault shall be corrected at once by use of rakes and application of fresh mixture or removal of mixture, as required. Rolling of each course shall be continued until roller marks are eliminated. Roller shall pass over unprotected edge of course only when paving is to be discontinued for sufficient time to permit mixture to become cold.
- I. In places not accessible to roller, mixture shall be compacted with hand tampers. Hand tampers shall weigh at least 50 lb. and shall have a tamping face less than or equal to 100 sq. in. Mechanical tampers capable of equal compaction will be acceptable in areas in which they can be employed effectively.
- J. Portions of pavement courses which become mixed with foreign material or are in any way defective shall be removed, replaced, replaced with fresh mixture, and compacted to density of

surrounding areas. Bituminous material spilled outside lines of finished pavement shall be immediately and completely removed. Such material shall not be employed in the work.

- K. Joints shall present same texture, density, and smoothness as other sections of the course. Continuous bond shall be obtained between portions of existing and new pavements and between successive placements of new pavement. New material at joints shall be thick enough to allow for compaction when rolling. Compaction of pavement, base, and subgrade at joints shall be such that there is no yielding of new pavement relative to existing pavement when subjected to traffic.
- L. Contact surfaces of previously constructed pavement (if greater than or equal to seven days since binder placed), manholes, and similar structures shall be thoroughly cleaned and painted with a thin uniform coating of bitumen immediately before fresh mixture is placed. Tack coat shall be applied at rate which will leave asphaltic residue of 5 to 7 gal./100 yd.² after evaporation of vehicle. Base surface shall be dry and clean when tack coat is applied. Bituminous paving material shall not be placed until vehicle has completely evaporated from tack coat. Adjoining new paving shall be placed before tack coat has dried or dusted over.
- M. Earth or other approved material shall be placed along pavement edges in such quantity as will compact to thickness of course being constructed, allowing at least 1 ft. of shoulder width to be rolled and compacted simultaneously with rolling and compacting surface. Pavement edge shall be trimmed neatly to line before placing earth or other approved material along edge.
- N. After final rolling, vehicular traffic shall not be permitted on pavement until it has cooled and hardened, and in no case less than six hours.
- O. Variations in smoothness of finished surface shall be less than or equal to the following tolerances when tested with a 10 ft. straightedge, applied both parallel to and at right angles to centerline of paved area.
 - 1. For roadway and parking pavement surface course - 1/4 in. in 10 ft.
 - 2. For sidewalk pavement surface course - 1/4 in. in 10 ft.
 - 3. At joint with existing pavement, and at other locations where an essentially flush transition is required, pavement elevation tolerance shall not exceed 0.01 ft.
 - 4. At other areas pavement elevation tolerance shall not exceed \pm 0.05 ft.
 - 5. Irregularities exceeding these amounts or which retain water on surface shall be corrected by removing defective work and replacing with new material conforming to this Section.

3.04 REPAIRS TO EXISTING PAVEMENT

- A. Subgrade shall be done in strict accordance with Paragraph 3.01, above.
- B. Aggregate base course shall be replaced in strict conformance with Paragraph 3.02, above

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- C. Bituminous concrete paving mixture, equipment, and methods of mixing and placing shall conform to MHD Specifications Section 472 for Bituminous Concrete for Patching, and Paragraph 3.03, above.

END OF SECTION

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SECTION 32 13 13

CONCRETE PAVING

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include Town of Natick Department of Public Works Construction Standards, April 2016 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with trades affecting, or affected by, work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

1.02 WORK INCLUDED

- A. Perform all work required to complete the work of the Section, as indicated. Such work includes, but is not limited to, the following:
 - 1. Concrete walkways, accessible ramps, accessible curb cuts and bench pads.

1.03 RELATED WORK UNDER OTHER SECTIONS

- A. Asphalt Paving
- B. Painted Pavement Markings
- C. Stone Curbs

1.04 REFERENCES

- A. Work shall conform to codes and standards of the following:
 - 1. Massachusetts Highway Department Standard Specifications for Highways and Bridges (MHD Specifications).
 - 2. American Concrete Institute (ACI):
 - 301 Specifications for Structural Concrete for Buildings
 - 305R Hot Weather Concreting
 - 306R Cold Weather Concreting
 - 316R Recommendations for Construction of Concrete Pavements and Concrete Bases.

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3. American Society for Testing and Materials (ASTM):
 - A 185 Welded Steel Wire Fabric for Concrete Reinforcement
 - C 33 Concrete Aggregates
 - C 94 Ready-Mixed Concrete
 - C 143 Slump of Portland Cement Concrete
 - C 150 Portland Cement
 - C 171 Sheet Materials for Curing Concrete
 - C 231 Air Content of Freshly Mixed Concrete by the Pressure Method
 - C 260 Air Entraining Admixtures for Concrete
 - C 309 Liquid Membrane-Forming Compounds for Curing Concrete
 - C 494 Chemical Admixtures for Concrete
 - D 226 Asphalt-Saturated Organic Roofing Felt for Use in Membrane Waterproofing and Built-Up Roofing
 - D 1557 Moisture - Density Relations of Soils and Soil Aggregate Mixtures Using 10 lb. (4.54-kg) Rammer and 18-in. (457 mm) Drop
 - D 1752 Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
4. Americans with Disabilities Act (ADA): Appendix to Part 1191 Accessibility Guidelines for Buildings and Facilities. See Section 1.06.

1.05 QUALITY ASSURANCE

- A. Unless otherwise specified, work and materials for construction of the Portland cement concrete paving shall conform to ACI 316R.
- B. Paving work, base course etc., shall be done only after excavation and construction work which might damage them have been completed. Damage caused during construction shall be repaired before acceptance.
- C. Existing paving areas shall, if damaged or removed during course of this project, be repaired or replaced under this section of the specification. Workmanship and materials for such repair and replacement, except as otherwise noted, shall match as closely as possible those employed in existing work.
- D. Pavement, base, or subbase shall not be placed on a muddy or frozen subgrade.
- E. The Owner reserves the right to retain an independent testing laboratory to perform inspection and testing of paving and associated work in accordance with QUALITY CONTROL.

1.06 ADA AND MAAB COMPLIANCE

- A. Special attention is to be given to compliance with Americans with Disabilities Act (ADA) and the rules and regulations of the Massachusetts Architectural Access Board (MAAB).
 1. Slope: All *Accessible Routes* as defined in Section 20.00 of 521 CMR shall be

constructed with a maximum running slope (parallel to the direction of travel) of 1:20, or 5.0%. The cross slope (perpendicular to the direction of travel) for all accessible routes shall be constructed with a maximum slope of 1:50, or 2.0%. All **Curb Cuts** as defined in Section 21.00 of 521 CMR shall be constructed with a maximum ramp running slope (parallel to the direction of travel) of 1:12, or 8.33%. The maximum slope of the flared sides of the curb cut shall be 1:10, or 10%. The cross slope (perpendicular to the direction of travel) for all curb cuts shall be constructed with a maximum slope of 1:50, or 2.0%. All **Walkways** as defined in Section 22.00 of 521 CMR shall be constructed with a maximum running slope (parallel to the direction of travel) of 1:20, or 5.0%. The cross slope (perpendicular to the direction of travel) for all walkways shall be constructed with a maximum slope of 1:50, or 2.0%. All **Ramps** as defined in Section 24.00 of 521 CMR shall be constructed with a maximum running slope (parallel to the direction of travel) of 1:12, or 8.33%. The cross slope (perpendicular to the direction of travel) for all ramps shall be constructed with a maximum slope of 1:50, or 2.0%.

2. Width: All **Accessible Routes** as defined in Section 20.00 of 521 CMR shall be constructed with a minimum clear width of 36 inches, except at doors and at openings less than 24 inches deep, where it shall comply with 521 CMR 26.00. All **Curb Cuts** as defined in Section 21.00 of 521 CMR shall be constructed with a minimum width of 36 inches, exclusive of flared sides. Flared sides of curb cuts shall extend at least 24 inches at the curb. All **Walkways** as defined in Section 22.00 of 521 CMR shall be constructed with a minimum width of 48 inches, excluding curb stones. An unobstructed path of travel shall be provided with a minimum clear width of 36 inches, excluding curb stones. All **Ramps** as defined in Section 24.00 of 521 CMR shall be constructed with a minimum clear width of 48 inches, measured between the railings.
3. Accessible Route, Curb Cut, Walkway, and Ramp grades will be verified in the field for slope compliance with a 2-foot long electronic "Smart Level". Non-compliant portions of these elements will be immediately removed and reinstalled by the Contractor at no additional cost to the Owner until all slopes and widths are in compliance with the slope and width regulations outlined herein.
4. The above requirements shall supersede the grades shown on the plans. If these requirements cannot be met with the grades shown on the plans, the Landscape Architect and Owner's Representative shall be notified immediately for direction.

1.07 SUBMITTALS

- A. Submit manufacturer's product data for the following:
 1. Preformed joint filler.
- B. Submit samples of the following:
 1. For cement concrete paving show expansion joints, tooling and finish. Minimum 6' x 6' sample panel.
 2. Preformed joint filler.

PART 2 - PRODUCTS

CONCRETE PAVING 32 13 13-3

2.01 AGGREGATE BASE COURSE

- A. Material for aggregate base course shall be a graded, granular, free-draining material, consisting of either durable stone and coarse sand or of blast furnace slag, practically free from loam and clay, and which can be readily compacted to form a stable foundation.
1. Material shall conform to MHD Specifications Section M1.03.0 type b, with less than 8% by weight passing the No. 200 sieve.

2.02 STEEL REINFORCEMENT

- A. Welded wire fabric reinforcement shall conform to the applicable requirements of ASTM A 185. Fabric reinforcement shall be furnished in flat sheets. Fabric reinforcement in rolls will not be permitted.

2.03 PORTLAND CEMENT CONCRETE

- A. Portland cement concrete for pavements and slabs shall be air-entrained type with a maximum water-cement ratio of 5.0 conforming to ACI 316R. Minimum compressive strengths at 28 days shall be as follows: Flexural strength with third point loading - 650 psi; compressive strength - 4000 psi.
1. Concrete shall be air-entrained type, conforming to ASTM C 94. Air content by volume shall be $6\% \pm 1\%$, and shall be tested in accordance with ASTM C 231.
2. Concrete slump shall be no less than 2 in. nor greater than 4 in., determined in accordance with ASTM C 143.
3. Cement shall be Portland cement, conforming to ASTM C 150, Type I or II. Only one color of cement, all of the same manufacturer, shall be used for the work. Type III cement shall be used only with the prior approval of the Landscape Architect.
4. Fine and coarse aggregates shall conform to ASTM C 33.
5. Concrete shall contain a water reducing agent to minimize cement and water content of the concrete mix at the specified slump. Water reducing agent shall conform to ASTM C 494.
6. No calcium chloride or admixtures containing calcium chloride shall be added to the concrete. No admixtures other than those specified shall be used in the concrete without the specific written permission of the Landscape Architect in each case.

2.04 CURING MATERIALS

- A. Curing shall be by moist curing or by use of curing compound.
- B. Curing paper shall be nonstaining, fiber reinforced laminated kraft bituminous product conforming to ASTM C 171. Four mil polyethylene sheeting may be substituted for curing paper.
- C. Curing compound shall be a resin-base, white pigmented compound conforming to ASTM C 309, Type 2.

2.05 EXPANSION JOINTS

- A. Unless otherwise indicated on the Drawings, expansion joints shall be located 30 ft. o.c., maximum.
- B. Expansion joint filler shall be preformed, nonbituminous type joint filler conforming to ASTM D 1752, Type II, similar to Sealtight Cork Expansion Joint Filler, manufactured by W.R. Meadows, Inc., Elgin, IL 60120, or equal. Available equal manufacturers may consist of APS Supply Co., Inc., Beverly, NJ 08010, www.apscork.com or J & K Foam Fabricating, Inc., Pottstown, PA 19464, jkfoamfab.com.
1. Premolded filler shall be one piece for the full depth and width of the joint leaving a sealant recess as indicated.
 2. Use of multiple pieces of lesser dimensions to make up required depth and width of joint will not be permitted.
 3. Except as otherwise noted on the Drawings, joint filler shall be 1/2 in. thick.

2.06 CONTROL JOINTS

- A. All Control joints indicated on the plans shall be SAW CUT, unless specifically otherwise indicated. Control joints shall cut into slab at least 1 in., but in no case less than 25% of slab depth.

2.07 CONSTRUCTION JOINTS

- A. Transverse construction joints shall be placed whenever placing of concrete is suspended for more than 30 minutes.
1. Butt joint with dowels or thickened edge joint shall be used if construction joints occurs at location of control joint.
 2. Keyed joints with tiebars shall be used if the joint occurs at any other location.

2.08 GROUT

- A. Grout shall be mixed in the proportions of one part Portland cement to two parts sand, by volume. Only sufficient water shall be used to enable grout to barely hold its shape when squeezed into a ball in the hand. Sand for grout shall be "Fine Aggregate", conforming to ASTM C 33.
- B. Nonshrink grout shall be pre-mixed non-shrinking, high strength grout. Compressive strength in 28 days shall be 5,000 psi minimum, but in no case less than the specified strength of the adjacent concrete. Manufacturer shall provide evidence that the material meets the requirements of the COE CRDC 621 (558). Grout permanently exposed to view shall be nonoxidizing; metallic grout may be used in other locations.
1. Nonshrink grout shall be one of the following, or approved equal:

Manufacturer
Gifford-Hill Co.
Master Builders Co.
U.S. Grout Corporation

Product
Supreme
Embeco
Five Star Grout

2.09 CONCRETE PAVING JOINT SEALANTS

- A. Expansion joints shall receive joint backer rod and shall be sealed with a cold-applied urethane paving joint sealant. Color shall be as selected from manufacturer's standard colors.

PART 3 - EXECUTION

3.01 PREPARATION OF SUBGRADE

- A. Areas to be paved will be compacted and brought to subgrade elevation before work of this section is performed. Final fine grading, filling, and compaction of areas to receive paving, as required to form a firm, uniform, accurate, and unyielding subgrade at required elevations and to required lines, shall be done under this Section.
- B. Existing subgrade material which will not readily compact as required shall be removed and replaced with satisfactory materials. Additional materials needed to bring subgrade to required line and grade and to replace unsuitable material removed shall be material conforming to this Section.
- C. Subgrade of areas to be paved shall be recompacted as required to bring top 8 in. of material immediately below gravel base course to a compaction at optimum moisture of at least 95% of maximum density, as determined by ASTM D 1557. Subgrade compaction shall extend for a distance of at least 1 ft. beyond pavement edge.
- D. Excavation required in pavement subgrade shall be completed before fine grading and final compaction of subgrade are performed. Where excavation must be performed in completed subgrade, subbase, base, or pavement, subsequent backfill and compaction shall be performed. Completed subgrade after filling such areas shall be uniformly and properly graded.
- E. Areas being graded or compacted shall be kept shaped and drained during construction. Ruts greater than or equal to 2 in. deep in subgrade, shall be graded out, reshaped as required, and recompacted before placing pavement.
- F. Materials shall not be stored or stockpiled on subgrade.
- G. Disposal of debris and other material excavated under this section, and material unsuitable for or in excess of requirements for completing work of this section shall be disposed of off-site.

3.02 AGGREGATE BASE COURSE

- A. Aggregate base course for paving and the spreading, grading, and compaction methods employed shall conform to standard requirements for usual base course of this type for first class road work, and the following: MHD Specifications Section 405, "Gravel Base Course".
- B. Width of base course shall be greater than or equal to the width of pavement surface, if continuous lateral support is provided during rolling, and shall extend at least 2 x base thickness beyond edge of the course above, if not so supported.
- C. Aggregate material shall be applied in lifts less than or equal to 6 in. thick, compacted measure. Each lift shall be separately compacted to specified density, using a 6 ton steel wheel roller or vibratory roller equivalent to a 6 ton static roller, or an approved equivalent.
 - 1. Material shall be placed adjacent to wall, manhole, catch basin, and other structures only after they have been set to required grade and level.
 - 2. Rolling shall begin at sides and progress to center of crowned areas, and shall begin on low side and progress toward high side of sloped areas. Rolling shall continue until material does not creep or wave ahead of roller wheels.
 - 3. Surface irregularities which exceed 1/2 in. as measured by means of a 10 ft. long straightedge, shall be replaced and properly recompact.
- D. Base course shall be compacted at optimum moisture content to not less than 95% of maximum density as determined by ASTM D 1557.
- E. Subgrade and base course shall be kept clean and uncontaminated. Less select materials shall not be permitted to become mixed with gravel. Materials spilled outside pavement lines shall be removed and area repaired.
- F. Portions of subgrade or of construction above which become contaminated, softened, or dislodged by passing of traffic, or otherwise injured, shall be cleaned, replaced, or otherwise repaired to conform to the requirements of this specification before proceeding with next operation.

3.03 STEEL REINFORCEMENT

- A. Before being placed in position, reinforcing for reinforced concrete shall be thoroughly cleaned of loose mill and rust scale, dirt, ice, and other foreign material which may reduce the bond between the concrete and reinforcing. Where there is delay in placing concrete after reinforcement is in place, bars shall be reinspected and cleaned when necessary.
- B. Unless otherwise indicated on the Drawings, reinforcing shall extend within 2 in. of formwork and expansion joints. Reinforcing shall continue through control joints. Adjacent sheets of fabric reinforcing shall lap 6 in.
- C. After forms have been coated with form release agent, but before concrete is placed, reinforcing steel shall be securely wired in the exact position called for, and shall be maintained in that position until concrete is placed and compacted. Chair bars and supports shall be provided in a number and arrangement satisfactory to the Landscape Architect.

3.04 PORTLAND CEMENT CONCRETE PAVING

- A. Paving mix, equipment, methods of mixing and placing, and precautions to be observed as to weather, condition of base etc., shall meet the requirements of ACI 316R. Pavement shall be constructed in accordance with the Drawings.
- B. The Landscape Architect shall be notified of concrete placement sufficiently in advance of start of operation to allow his representative to complete preliminary inspection of the work, including subgrade, forms, and reinforcing steel, if used.
- C. Normal concrete placement procedures shall be followed. Concrete shall arrive at the jobsite so that no additional water will be required to produce the desired slump. When conditions develop that required addition of water to produce the desired slump, permission of the Landscape Architect must be obtained. The concrete shall be transported from the mixer to its place of deposit by a method that will prevent segregation or loss of material.
- D. Work shall not be performed during rainy weather or when temperature is less than 40 F. (4.4 C).
- E. Adjacent work, etc., shall be protected from stain and damage during entire operation. Damaged and stained areas shall be replaced or repaired to equal their original conditions.
- F. Existing concrete, earth, and other water-permeable material against which new concrete is to be placed shall thoroughly damp when concrete is placed. There shall be no free water on surface.
- G. Concrete which has set or partially set before placing shall not be employed. Retempering of concrete will not be permitted.
- H. Concrete shall be thoroughly spaded and tamped to secure a solid and homogeneous mass, thoroughly worked around reinforcement and into corners of forms.
- I. When joining fresh concrete to concrete which has attained full set, latter shall be cleaned of foreign matter, and mortar scum and laitance shall be removed by chipping and washing. Clean, roughened base surface shall be saturated with water, but shall have no free water on surface. A coat of 1:1 cement-sand grout, approximately 1/8 in. thick, shall be well scrubbed into thoroughly dampened concrete base. New concrete shall be placed immediately, before grout has dried or set.

3.05 FINISHING

- A. Concrete flatwork surfaces shall be screeded off and finished true to line and grade, and free of hollows and bumps. Surface shall be dense, smooth, and at exact level and slope required.
 - 1. Finished concrete surface for subbases shall be woodfloated to a slightly rough surface. Surface shall not deviate more than 1/4 in. in 10 ft.

2. Finished concrete surface for concrete walks and pads shall be wood-floated and steel troweled to a smooth surface. Surface shall not deviate more than 1/8 in. in 10 ft.
- B. Unless otherwise indicated, horizontal surfaces of concrete surfaces which will be exposed shall be given a light broomed finish, with direction of grooves in concrete surface perpendicular to length of concrete band, slab, or pad. After concrete has set sufficiently to prevent coarse aggregate from being torn from surface, but before it has completely set, brooms shall be drawn across it to produce a pattern of small parallel grooves. Broomed surface shall be uniform, with no smooth, unduly rough or porous spots, or other irregularities. Coarse aggregate shall not be dislodged by brooming operation.
- C. Immediately following finishing operations, SAW CUT control joints into the slab surface with appropriate sawing tool at the spacing shown on the plans or as specified herein. Do not round arrises at expansion joints.
- D. Where finishing is performed before end of curing period, concrete shall not be permitted to dry out, and shall be kept continuously moist from time of placing until end of curing period, or until curing membrane is applied.

3.06 CURING

- A. It is essential that concrete be kept continuously damp from time of placement until end of specified curing period. It is equally essential that water not be added to surface during floating and troweling operations, and not earlier than 24 hours after concrete placement. Between finishing operations surface shall be protected from rapid drying by a covering of waterproofing paper. Surface shall be damp when the covering is placed over it, and shall be kept damp by means of a fog spray of water, applied as often as necessary to prevent drying, but not sooner than 24 hours after placing concrete. None of the water so applied shall be troweled or floated into surface.
- B. Concrete surfaces shall be cured by completely covering with curing paper or application of a curing compound.
 1. Concrete cured using waterproof paper shall be completely covered with paper with seams lapped and sealed with tape. Concrete surface shall not be allowed to become moistened between 24 and 36 hours after placing concrete. During curing period surface shall be checked frequently, and sprayed with water as often as necessary to prevent drying, but not earlier than 24 hours after placing concrete.
 2. If concrete is cured with a curing compound, compound shall be applied at a rate of 200 sq. ft. per gallon, in two applications perpendicular to each other.
 3. Curing period shall be seven days minimum.

3.07 EXPANSION JOINTS

- A. Expansion joints shall be 1/2 in. wide and shall be as located on the Drawings. Expansion joint shall be formed in the concrete to required width with preformed joint filler in place. Joint filler

shall extend the full depth of the slab. Joint filler shall extend the full length of the expansion joint.

1. For concrete pavements and pads, depth of joint filler shall be as required to form a 1-1/4 in. deep joint sealant and backer rod recess below finished concrete surface. Backer rod and joint sealant shall be installed as per manufacturer's recommendations.

3.08 CONTROL JOINTS

- A. Control joints shall be placed as indicated on the drawings. If not indicated, SAW CUT control joints shall be scored into the concrete slab every 10 ft. o.c. maximum. Control joints will be SAW CUT as soon as the concrete is hard enough that the edges abutting the cut don't chip from the saw blade.

3.09 COLD WEATHER CONCRETING

- A. Materials for concrete shall be heated when concrete is mixed, placed, or cured when the mean daily temperature is below 40 F. or is expected to fall to below 40 F. within 72 hours, and the concrete after placing shall be protected by covering, heat, or both.
- B. Details of handling and protecting of concrete during freezing weather shall be subject to the approval and direction of the Landscape Architect. Procedures shall be in accordance with provisions of ACI 306R.

3.10 HOT WEATHER CONCRETING

- A. Concrete just placed shall be protected from the direct rays of the sun and the forms and reinforcement just prior to placing shall be sprinkled with cold water. Every effort shall be made to minimize delays which will result in excessive mixing of the concrete after arrival on the job.
- B. During periods of excessively hot weather (95 F. or above), ingredients in the concrete shall be cooled insofar as possible and cold mixing water shall be used to maintain the temperature of the concrete at permissible levels all in accordance with the provisions of ACI 305. Any concrete with a temperature above 95 F, when ready for placement will not be acceptable, and will be rejected.
- C. Temperature records shall be maintained throughout the period of hot weather giving air temperature, general weather conditions (calm, windy, clear, cloudy, etc.) and relative humidity. Records shall include checks on temperature of concrete as delivered and after placing in forms. Data should be correlated with the progress of the work so that conditions surrounding the construction of any part of the structure can be ascertained.

3.11 PROTECTION OF CONCRETE SURFACES

- A. Concrete surfaces shall be protected from traffic or damage until surfaces have hardened sufficiently. If necessary 1/2 in. thick plywood sheets shall be used to protect the exposed surface.

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END OF SECTION

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PERMEABLE CONCRETE PAVERS

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include Town of Natick Department of Public Works Construction Standards, April 2016 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with trades affecting, or affected by, work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

1.02 SUMMARY

- A. Section includes the following:
 - 1. Permeable Concrete Pavers
 - 2. Permeable Joint Opening Aggregate
 - 3. Permeable Joint Aggregate Type 1
 - 4. Permeable Joint Aggregate Type 2
 - 5. Permeable Setting Bed Aggregate (Open-graded)
 - 6. Permeable Base Aggregate (Open-graded)
 - 7. Permeable Subbase Aggregate (Open-graded)

1.03 REFERENCES

- A. ASTM International, latest edition:
 - 1. C 29 Bulk Density and Voids in Aggregate Materials.
 - 2. C 33, Standard Specification for Concrete Aggregates.
 - 3. C 67, Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile, Section 8, Freezing and Thawing.
 - 4. C 136, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 5. C 140, Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units.
 - 6. C 144 Standard Specifications for Aggregate for Masonry Mortar.
 - 7. D 448, Standard Classification for Sizes of Aggregate for Road and Bridge Construction.
 - 8. C 936, Standard Specification for Solid Concrete Interlocking Paving Units.
 - 9. C 979, Standard Specification for Pigments for Integrally Colored Concrete.
 - 10. D 698 Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 5.5 lb (24.4 N) Rammer and 12 in. (305 mm) drop.

11. D 1557 Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 10-lb (44.5 N) Rammer and 18 in. (457 mm) drop.
12. C1645 Standard Test Method for Freeze-thaw and De-icing Salt Durability of Solid Concrete Interlocking Paving Units
13. D 1883, Test Method for California Bearing Ratio of Laboratory-Compacted Soils.
14. D 2940 Graded Aggregate Material for Bases or Subbases for Highways or Airports.
15. D 4254, Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.

1.04 SUBMITTALS

- A. Permeable Concrete Pavers:
 1. Samples for verification: Three representative full-size samples of each paver type, thickness, color and finish that indicate the range of color variation and texture expected upon project completion.
 2. Accepted samples become the standard of acceptance for the product produced.
 3. Test results from an independent testing laboratory for compliance of concrete pavers with ASTM C 936.
 4. Manufacturer's catalog product data, installation instructions, and material safety data sheets for the safe handling of the specified materials and products.
- B. Permeable Joint Opening Aggregate:
 1. Provide three representative one pound samples in containers of aggregate materials that indicate the range of color variation and texture expected upon project completion.
 2. Accepted samples become the standard of acceptance for the product produced.
 3. Test results from an independent testing laboratory for sieve analysis, including washed gradations per ASTM C 136.
 4. Test results for void space percentage per ASTM C 29.
- C. Permeable Setting Bed, Base and Subbase Aggregate:
 1. Test results from an independent testing laboratory for compliance with ASTM D 448 No. 8, No. 57 and No. 2.
 2. Test results from an independent testing laboratory for sieve analysis, including washed gradations per ASTM C 136.
 3. Test results for void space percentage per ASTM C 29.
- D. Paving Installation Contractor:
 1. Job references from a minimum of three projects similar in size and complexity. Provide Owner/Client/General Contractor names, postal address, phone, fax, and email address.

1.05 QUALITY ASSURANCE

- A. Utilize a Manufacturer having at least ten years of experience manufacturing interlocking concrete pavers on projects of similar nature or project size.
- B: Source Limitations:
 1. Obtain Permeable Concrete Pavers from one source location with the resources to provide products of consistent quality in appearance and physical properties.
 2. Obtain Permeable Joint Opening Aggregate from one source with the resources to provide materials and products of consistent quality in appearance and physical properties.

- C. Paving Contractor Qualifications:
 - 1. Utilize an installer having successfully completed concrete paver installation similar in design, material, and extent indicated on this project.
 - D. Mockups:
 - 1. Install a 5 ft x 5 ft paver area.
 - 2. Use this area to determine joint sizes, lines, laying pattern(s) and levelness. This area will serve as the standard by which the workmanship will be judged.
 - 3. Subject to acceptance by owner, mock-up may be retained as part of finished work.
 - 4. If mock-up is not retained, haul offsite and dispose legally.
- 1.06 DELIVERY, STORAGE & HANDLING
- A. Deliver Permeable Concrete Pavers in manufacturer's original, unopened and undamaged container packaging with identification labels intact.
 - 1. Coordinate delivery and paving schedule to minimize interference with normal use of streets and sidewalks adjacent to paver installation.
 - 2. Deliver concrete pavers to the site in steel banded, plastic banded or plastic wrapped packaging capable of transfer by forklift or clamp lift.
 - 3. Unload pavers at job site in such a manner that no damage occurs to the product or adjacent surfaces.
 - B. Store and protect materials free from mud, dirt and other foreign materials.
- 1.07 PROJECT/SITE CONDITIONS
- A. Environmental Requirements:
 - 1. Install permeable pavers only on unfrozen permeable setting bed aggregate materials.
 - 2. Install permeable setting bed only on unfrozen permeable base and subbase aggregates.
 - 3. Install permeable base or subbase aggregates only over unfrozen subgrade.
- 1.08 PERMEABLE CONCRETE PAVER OVERAGE AND ATTIC STOCK
- A. Furnish 100 square feet of each product and size used to owner for maintenance and repair. Furnish Permeable Concrete Pavers from the same production run as installed materials.
 - B. Manufacture to supply maintenance and reinstatement manuals for Permeable Concrete Paver units.

PART 2 PRODUCTS

2.01 PERMEABLE CONCRETE PAVERS

- A. The permeable concrete paver shapes are based on:
 - 1. Unilock Eco-Optilock (or approved equal)
 - 2. The specified products establish minimum requirements that substitutions must meet to be considered acceptable.
 - a. To obtain acceptance of unspecified products, submit written requests at least 7 days before the Bid Date.
- B. Product requirements:
 - 1. Permeable Paver: Unilock Eco-Optilock (or approved equal)

- a. Color: Grey
 - b. Finish: (Standard)
 - c. Edge: Chamfer - 3 mm bevel
 - d. Size: Manufacture the sizes indicated with a maximum tolerance of plus or minus 1/16 in all directions.
 1. L-shape
- C. Provide pavers meeting the minimum material and physical properties set forth in ASTM C 936, Standard Specification for Interlocking Concrete Paving Units. Efflorescence is not a cause for rejection.
1. Average compressive strength 8000 psi (55MPa) with no individual unit under 7,200 psi (50 MPa).
 2. Average absorption of 5% with no unit greater than 7% when tested according to ASTM C 140.
 3. Resistance to 50 freeze-thaw cycles, when tested according to ASTM C1645, with no breakage greater than 1.0% loss in dry weight of any individual unit. Conduct this test method not more than 12 months prior to delivery of units.
- D. Accept only pigments in concrete pavers conforming to ASTM C 979.
Note: ACI Report No. 212.3R provides guidance on the use of pigments.
- E. Maximum allowable breakage of product is 5%.
- 2.02 PERMEABLE JOINT OPENING AGGREGATE
- A. Provide Permeable Joint Opening Aggregate materials conforming to ASTM C 33 and gradation requirements as presented in Table 1.
1. Color: (Grey)

TABLE 1
PERMEABLE JOINT OPENING AGGREGATE
GRADATION REQUIREMENTS
(GRANITE CHIPS)

1/8 to 3/16 inch granite chips	
Sieve Size	Percent Passing
1/4 in (6 mm)	97 to 100
No. 4 (4.75 mm)	70 to 83
No. 8 (2.36 mm)	37 to 50
No. 16 (1.18 mm)	0 to 12
pan	

- 2.03 PERMEABLE SETTING BED AGGREGATE
- A. Provide Permeable Setting Bed Aggregate materials conforming to ASTM C 33 and gradation requirements of ASTM D 448 No. 8 as presented in Table 2.

TABLE 2
PERMEABLE SETTING BED AGGREGATE
GRADATION REQUIREMENTS

ASTM No. 8

Sieve Size	Percent Passing
½ in (12.5 mm)	100
3/8 in (9.5 mm)	85 to 100
No. 4 (4.75 mm)	10 to 30
No. 8 (2.36 mm)	0 to 10
No. 16 (1.18 mm)	0 to 5

- 2.04 PERMEABLE BASE AGGREGATE
A. Provide Permeable Base Aggregate materials conforming to ASTM C 33 and gradation requirements of ASTM D 448 No. 57 as presented in Table 3.

TABLE 3
PERMEABLE BASE AGGREGATE
GRADATION REQUIREMENTS

ASTM No. 57	
Sieve Size	Percent Passing
1-1/2 in (37.5 mm)	100
1 in (25 mm)	95 to 100
1/2 in (12.5 mm)	25 to 60
No. 4 (4.75 mm)	0 to 10
No. 8 (2.36 mm)	0 to 5

- 2.05 PERMEABLE SUBBASE AGGREGATE
A. Provide Permeable Subbase Aggregate materials conforming to ASTM C 33 and gradation requirements of ASTM D 448 No. 2 as presented in Table 4.

TABLE 4
PERMEABLE SUBBASE AGGREGATE
GRADATION REQUIREMENTS

ASTM No. 2	
Sieve Size	Percent Passing
3 in (75 mm)	100
2-1/2 in (63 mm)	90 to 100
2 in (50 mm)	35 to 70
1-1/2 in (37.5 mm)	0 to 15
3/4 (19 mm)	0 to 5

Note: For all aggregates, provide washed, clean, have zero plasticity, free from deleterious or foreign matter, crushed, angular rock and contain no No. 200 sieve size aggregate materials used in the construction of permeable pavement. Aggregate materials serve as the structural load bearing platform of the pavement as well as a temporary receptor for the infiltrated water that is collected through the openings in the pavement's surface.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine areas indicated to receive paving for compliance with requirements for installation tolerances and other conditions affecting performance for the following items before placing the Permeable Concrete Pavers.
 - 1. Verify that subgrade preparation, compacted density and elevations conform to specified requirements.
 - 2. Verify that Geotextiles, if applicable, have been placed according to drawings and specifications.
 - 3. Verify that Permeable Base and Subbase Aggregate materials, thickness, compacted density, surface tolerances and elevations conform to specified requirements.
 - 4. Provide written density test results for soil subgrade, Permeable Base and Subbase Aggregate materials to the Owner, General Contractor and paver installation subcontractor.
 - 5. Verify location, type, and elevations of edge restraints, concrete collars around utility structures, and drainage inlets.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
 - 1. Beginning of bedding sand and paver installation signifies acceptance of base and edge restraints.

3.02 PREPARATION

- A. Verify that the subgrade soil is free from standing water.
- B. Stockpile Permeable Setting Bed, Joint, Base and Subbase Aggregate materials such that they are free from standing water, uniformly graded, free of any organic material or sediment, debris, and ready for placement.
- C. Remove any excess thickness of soil applied over the excavated soil subgrade to trap sediment from adjacent construction activities before placing the Geotextile and Permeable Subbase Aggregate materials.
- D. Keep area where pavement is to be constructed free from sediment during entire job. Remove and replace all Geotextile, Permeable Joint, Setting Bed, Base and Subbase Aggregate materials contaminated with sediment with clean materials.
- E. Complete all subdrainage of underground services within the pavement area in conjunction with subgrade preparation and before the commencement of Permeable Subbase Aggregate construction.
- F. Prevent damage to underdrain pipes, overflow pipes, observation wells, or inlets and other drainage appurtenances during installation. Report all damage immediately.
- G. Compact soil subgrade uniformly to at least 90 percent of Standard Proctor Density per ASTM D 698 for pedestrian areas. Compact soil subgrade uniformly to at least 95 percent Modified Proctor per ASTM D 1557 for vehicular areas.

3.03 INSTALLATION

- A. EDGE RESTRAINTS
 - 1. Provide edge restraints as indicated.

- a. Install job-built vertical granite curb to comply with requirements in Division 3 Section "Stone Curbs."
 - b. Provide vertical granite curb along the perimeter of all paving as specified. Install the face of the vertical granite curb, where it abuts pavers vertical down to the subbase.
 - c. Construct vertical granite curb to dimensions and level specified and support on a compacted subbase not less than 6 in (150 mm) thick.
- B. PERMEABLE BASE AND SUBBASE AGGREGATE
1. Provide the Permeable Subbase Aggregate in uniform lifts not exceeding 6 in., (150 mm) loose thickness and compact to at least 95 percent as per ASTM D 4254 to depths as indicated.
 2. Compact the Permeable Subbase Aggregate material with at least two passes in the vibratory mode then at least two in the static mode with a minimum 10 ton vibratory roller until there is no visible movement. Do not crush aggregate with the roller.
 3. Tolerance: Do not exceed the specified surface grade of the compacted Permeable Subbase Aggregate material more than $\pm 3/4$ in. (20 mm) over a 10 ft. (3 m) long straightedge laid in any direction.
 4. Provide the Permeable Base Aggregate material in uniform lifts not exceeding 6 in. (150 mm) over the compacted Permeable Subbase Aggregate material and compact to at least 95 percent as per ASTM D 4254 to depths as indicated.
 5. Compact the Permeable Base Aggregate material with at least two passes in the vibratory mode then at least two in the static mode with a minimum 10 ton vibratory roller until there is no visible movement. Do not crush aggregate with the compaction device.
 6. Tolerance: Do not exceed the specified surface grade of the compacted Permeable Base Aggregate material more than $\pm 1/2$ in. (13 mm) over a 10 ft. (3 m) long straightedge laid in any direction.
 7. Grade and compact the upper surface of the Permeable Base Aggregate material sufficiently to prevent infiltration of the Permeable Setting Bed Aggregate material both during construction and throughout its service life.
- D. PERMEABLE SETTING BED AGGREGATE
1. Provide and spread Permeable Setting Bed aggregate evenly over the Permeable Base Aggregate course and screed to a nominal thickness of 1-1/2 in. (40 mm).
 - a. Protect screeded Permeable Setting Bed Aggregate from being disturbed.
 - b. Screed only the area which can be covered by pavers in one day.
 - c. Do not use Permeable Setting Bed Aggregate material to fill depressions in the base surface.
 2. Keep moisture content constant and density loose and constant until Concrete Pavers are set and compacted.
 3. Inspect the Permeable Setting Bed Aggregate course prior to commencing the placement of the permeable concrete pavers.
 4. Inspect the Setting Bed Aggregate course prior to commencing the placement of the Permeable Concrete Pavers. Acceptance of the Setting Bed Aggregate occurs with the initiation of Permeable Concrete Paver placement.
- E. PERMEABLE CONCRETE PAVERS
1. Replace unit pavers with chips, cracks, voids, discolorations, and other defects that might be visible in finished work.

2. Mix Concrete Pavers from a minimum of three (3) bundles simultaneously drawing the paver vertically rather than horizontally, as they are placed, to produce uniform blend of colors and textures. (Color variation occurs with all concrete products. This phenomenon is influenced by a variety of factors, e.g. moisture content, curing conditions, different aggregates and, most commonly, from different production runs. By installing from a minimum of three (3) bundles simultaneously, variation in color is dispersed and blended throughout the project).
3. Exercise care in handling face mix pavers to prevent surfaces from contacting backs or edges of other units.
4. Provide Permeable Concrete Pavers using joint pattern as indicated. Adjust joint pattern at pavement edges such that cutting of edge pavers is minimized. Cut all pavers exposed to vehicular tires no smaller than one-third of a whole paver.
5. Use string lines or chalk lines on Permeable Setting Bed aggregate to hold all pattern lines true.
6. Set surface elevation of pavers 1/8 in. (3 mm) above adjacent drainage inlets, concrete collars or channels.
7. Place units hand tight against spacer bars. Adjust horizontal placement of laid pavers to align straight.
 - a. When installation is performed with mechanical equipment, use only unit pavers with spacer bars on sides of each unit.
8. Provide space between paver units of 1/32 in. (1 mm) wide to achieve straight bond lines.
9. Prevent joint (bond) lines from shifting more than $\pm 1/2$ in. (± 15 mm) over 50 ft. (15 m) from string lines.
10. Fill gaps between units or at edges of the paved area that exceed 3/8 inch (10 mm) with pieces cut to fit from full-size unit pavers.
11. Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.
12. Prevent all traffic on installed pavers until Permeable Joint Aggregate has been vibrated into joints. Keep skid steer and forklift equipment off newly laid pavers that have not received initial compaction and Permeable Joint Aggregate material.
13. Vibrate pavers into leveling course with a low-amplitude plate vibrator capable of a to 5000-lbf (22-kN) compaction force at 80 to 90 Hz. Perform at least three passes across paving with vibrator. Vibrate under the following conditions:
 - a. After edge pavers are installed and there is a completed surface.
 - b. Compact installed concrete pavers to within 6 feet (1,800 mm) of the laying face before ending each day's work. Cover pavers that have not been compacted and leveling course on which pavers have not been placed, with nonstaining plastic sheets to prevent Permeable Setting Bed Aggregate from becoming disturbed.
14. Protect face mix Concrete Paver surface from scuffing during compaction by utilizing a urethane pad.
15. Remove any cracked or structurally damaged pavers and replace with new units prior to installing Permeable Joint Opening Aggregate material.
16. Provide, spread and sweep Permeable Joint Opening Aggregate into joints immediately after vibrating pavers into Permeable Setting Bed course until full.

Vibrate pavers and add Permeable Joint Aggregate material until joints are completely filled, then remove excess material. This will require at least 4 passes with a plate compactor.

17. Remove excess Permeable Joint Aggregate broom clean from surface when installation is complete.

3.04 FIELD QUALITY CONTROL

- A. Verify final elevations for conformance to the drawings after sweeping the surface clean.
 1. Prevent final Concrete Paver finished grade elevations from deviating more than $\pm 3/8$ in. (± 10 mm) under a 10 ft (3 m) straightedge or indicated slope, for finished surface of paving.
- B. Lippage: No greater than 1/32 in. (0.8 mm) difference in height between Permeable Concrete Pavers and adjacent paved surfaces.

3.05 REPAIRING, CLEANING AND SEALING

- A. Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment and with no evidence of replacement.
- B. Cleaning: Remove excess dirt, debris, stains, grit, etc. from exposed paver surfaces; wash and scrub clean.
 1. Clean Permeable Concrete Pavers in accordance with the manufacturer's written recommendations.

3.06 PROTECTION

- A. Protect completed work from damage due to subsequent construction activity on the site.

3.07 PERMEABLE JOINT AGGREGATE MATERIAL REFILLING

- A. Remove all debris from joint and provide additional Permeable Joint Aggregate material after 120 days and before 150 days after date of Substantial Completion/Provisional Acceptance.
 1. Fill Permeable Joint Aggregate material full to the lip of the paver.

3.08 LIFE CYCLE ACTIVITIES

- A. Paver cleaning: Clean Permeable Concrete Pavers as needed to remove staining, dirt, debris, etc.
 1. Clean per manufacturers recommendations.
- B. Maintenance: Permeable Joint Aggregate Material.
 1. Annually inspect Permeable Joint Aggregate material for areas clogged with debris.
 2. Vacuum or sweep as necessary to restore surface infiltration.
 3. Remove debris by vacuuming or sweeping Permeable Joint Aggregate
 - a. Replenish removed Permeable Joint Aggregate material with clean aggregate material flush to paver lip.
 - b. Sweep excess material from paver surface.

Natick Dog Park
111 West Central Street, Natick, MA
WDA Project No. RI0143.00

July 19, 2018
Bid Documents

END OF SECTION

PERMEABLE CONCRETE PAVERS
32 14 13-10

SECTION 32 16 40

STONE CURBS

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include Town of Natick Department of Public Works Construction Standards, April 2016 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with trades affecting, or affected by, work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

1.02 WORK INCLUDED

- A. Perform all work required to complete the work of this Section, as indicated. Such work includes, but is not limited to, the following:
 - 1. Stone Curbs

1.03 RELATED WORK UNDER OTHER SECTIONS

- A. Concrete Paving
- B. Asphalt Paving
- C. Permeable Concrete Pavers

1.04 REFERENCES

- A. Work shall conform to codes and standards of the following:
 - 1. Massachusetts Highway Department Standard Specifications for Highways and Bridges (MHD Specifications).
 - 2. American Society for Testing and Materials (ASTM):
 - C 615 Structural Granite
 - C 131 Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine

1.05 QUALITY ASSURANCE

- A. Unless otherwise indicated, granite curb materials and construction shall conform to the

applicable portions of the following:

1. MHD Specification Section 500, "Curb and Edging".
- B. The Contractor and his Subcontractors shall inspect all subbases for unstable, unsuitable or improperly prepared areas. Do not begin work over unacceptable areas. Beginning work means the Contractor and his Subcontractors accept the subbase, previous work and conditions and shall be held responsible for any corrections required to properly implement the Construction Documents.

1.06 SUBMITTALS

- A. Shop Drawings: Supply shop drawings at an approved scale for location, installation and erection of all parts of the work under this section including but not limited to the following items:
 1. Granite Curb.

1.07 PROJECT CONDITIONS

- A. Protection: The Contractor shall use all means necessary to protect the materials of this Section before, during and after installation. In the event of damage, make all repairs and replacements necessary at no additional cost to the Owner. All work shall be executed in such a manner as to prevent any damage to existing streets, curbs, paving to remain, existing plant materials, and adjoining properties.
- B. The Contractor shall remove all debris, construction equipment and waste material from areas within the limit of work prior to inspection for acceptance.
- C. The Drawings indicate, in general, the alignment and finished grade elevations. The Landscape Architect, however, may make minor adjustments in grades and alignment as are found necessary.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Granite curb units shall be delivered to the job adequately protected from damage during transit.
- B. Curb units shall be stored off the ground with wood cribbing between each unit. Curb shall be protected against staining, chipping, and other damage. Cracked, badly chipped, or stained units will be rejected and shall not be employed in the work.

PART 2 - PRODUCTS

2.01 GRANITE CURBING

- A. Granite shall be a structural granite conforming to ASTM C 615, Class I Engineering Grade,

suitable for curbstone use.

1. Curb shall be light grey, free from seams which impair structural integrity, and with percentage of wear less than 32%, as determined by ASTM C 131.
- B. Curb materials shall conform to MHD Specifications Section M9.04.0 and shall meet requirements specified in the following subsection of Division III, Materials of the MHD Specifications:
- | <u>Item</u> | <u>Section</u> | <u>Type</u> |
|---------------------|----------------|-------------|
| Granite Curb | M9.04.1 | VA4 |
| Granite Curb Inlet | M9.04.5 | |
| Granite Curb Corner | M9.04.6A | |

2.02 CEMENT MORTAR

- A. Mortar for pointing joints between curbstones shall be a cement mortar composed of one part Portland cement and two parts sand, by volume with sufficient water to form a workable, stiff mixture.

2.03 CONCRETE

- A. Concrete for foundation at granite curb (where indicated) shall conform to MHD Specifications Section M4.00.0, 4000 psi, 1-1/2 in., 565 (Class A).

PART 3 - EXECUTION

3.01 SETTING CURB

- A. Curb shall be set in accordance with MHD Specification Section 501 and as shown on plans.
- B. Vertical face of vertical curb shall be plumb, with curb top parallel to adjacent surface.
- C. Curb shall be set accurately to line and grade. Curb units shall be fitted together as closely as possible. Curb shall not be field cut.
- D. Joints, between curb units shall be carefully filled with a cement mortar, and neatly pointed on the top and front exposed portions. After pointing excess mortar shall be cleaned from curb surface.
- E. Backfill material on each side of curb shall be as specified for adjacent surface and shall be thoroughly compacted by means of power tampers. Extreme care shall be taken not to destroy alignment. Curb sections disturbed during backfilling or otherwise shall be reset to line and grade, and properly backfilled.

END OF SECTION

STONE CURBS
32 16 40-3

SECTION 32 17 23.13

PAINTED PAVEMENT MARKINGS

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include Town of Natick Department of Public Works Construction Standards, April 2016 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with trades affecting, or affected by, work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

1.02 WORK INCLUDED

- A. Provide all equipment and materials, and do all work necessary for pavement marking, as indicated on the Drawings and as specified.

1.03 RELATED WORK

- A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that directly relate to work of this Section include, but are not limited to:

1. Bituminous Concrete Pavement
2. Permeable Concrete Pavers

1.04 REFERENCES

- A. Comply with applicable requirements of the following standards. Where these standards conflict with other specified requirements, the most restrictive requirements shall govern.
 1. Federal Specifications (Fed. Spec.):
TT-P-115E - Paint, Traffic, Highway, White, and Yellow
TT-P-1952E Type I and II
 2. Massachusetts Highway Department Standard Specifications for Highways and Bridges (MHD Specifications), Latest Edition.
 3. U.S. Department of Transportation Federal Highway Administration "Manual on Uniform Traffic Control Devices", latest Edition.
 4. MAAB (521 CMR) and ADA Regulations for all accessible parking.

1.05 SUBMITTALS

- A. Product Data: Submit suppliers certificate of conformance.
 - B. Test Reports: Submit test reports for required performance.
- 1.06 QUALITY ASSURANCE
- A. Source: Provide the products of one manufacturer and source for consistency.
 - B. Standards: Conform to all requirements of the U.S. Department of Transportation Federal Highway Administration "Manual on Uniform Traffic Control Devices", Latest Edition (herein after referred to as MUTCD), together with all issued errata, addenda, additions, revisions and supplemental specifications. Conform to all requirements of the latest MAAB (521 CMR) and ADA standards for accessible parking.
- 1.07 LAYOUT OF WORK
- A. The Contractor shall furnish to the Landscape Architect for approval a schedule of pavement marking operations in accordance with MHD Specifications Section 860.61.
- 1.08 TRAFFIC CONTROL
- A. Suitable warning signs shall be placed near the beginning of the worksite and well ahead of the worksite for alerting approaching traffic from both directions.
 - B. Place traffic cones along newly painted lines to control traffic and prevent damage to newly painted surfaces. Remove when paint has dried fully.
- PART 2 PRODUCTS
- 2.01 MATERIALS
- A. Materials for pavement markings shall conform to MHD Specifications Section 860.40 as applicable for the particular material required.
 - B. Paint shall conform to Fed. Spec. TT-P-1952E Type I and II and Fed. Spec. TT-P-115E, color as selected.
 - C. Paint and reflective media shall be in sealed containers that plainly show the designated name, formula or specification number, batch number, color, date of manufacture, manufacturer's name, formulation number and directions, all of which shall be plainly legible at time of use.
 - D. Paint shall be homogeneous, easily mixed to smooth consistency, and shall show no hard settlement or other objectionable characteristics during a storage period of six months.
- 2.02 MARKING EQUIPMENT

- A. Machines, tools and equipment used in the application of pavement markings shall conform to MHD Specifications Section 860.60 and shall be approved and maintained in satisfactory operating condition.
- B. Push-type machines of a type commonly used for application of paint to pavement surfaces shall be acceptable for marking parking areas. Applicator machine shall have the necessary paint tanks and spraying nozzles, and shall be capable of applying paint uniformly at coverage specified. Hand-operated spray guns shall be provided for use in areas where push-type machines cannot be used.
- C. Sandblasting equipment shall be provided as required for cleaning surfaces to be painted. Sandblasting equipment shall include an air compressor, hoses, and nozzles of proper size as required. Compressor shall be capable of furnishing not less than 150 cfm of air at a pressure of not less than 90 psi at the nozzle for each nozzle used.

PART 3 EXECUTION

3.01 SURFACE PREPARATION

- A. New pavement surfaces shall be allowed to cure for a period of not less than 48 hours before application of marking materials.
- B. Dust, dirt, and other granular surface deposits shall be removed by sweeping, blowing with compressed air, rinsing with water, or a combination of these methods, as required. Rubber deposits, surface laitance and other coatings adhering to the pavement shall be completely removed using scrapers, wire brushes, sandblasting, approved chemicals, or mechanical abrasion, as directed.

3.02 APPLICATION

- A. Marking materials shall be applied to clean, dry surfaces in accordance with the requirements of MHD Specifications Section 860.62.
- B. Paint shall be applied pneumatically with approved equipment.
- C. Pavement marking materials shall be applied evenly to the pavement surface to be coated at the line thickness specified in MHD Specifications Section 860.62.
- D. Guidelines and templates shall be employed as necessary to control paint application. Special precautions shall be taken in marking numbers, letters, and symbols.
- E. Edges of markings shall be sharply outlined.
- F. Maximum drying time requirements of the paint manufacturer shall be enforced to prevent undue softening of bitumen, and pickup, displacement, or discoloration by vehicle tires.

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- G. If markings require more drying time than stated by the paint manufacturer, painting operations shall be discontinued until cause of the slow drying is determined and corrected.

3.03 PROTECTION OF MARKINGS

- A. Markings shall remain protected in accordance with MHD Specifications Section 860.63.

3.04 GUARANTEE

- A. Contractor is to furnish the Owner with a one (1) year unconditional guarantee against fading, chipping, peeling, wearing, etc. The Contractor is to provide said guarantee in writing, in a form acceptable to the Landscape Architect. If said guarantee is not in an acceptable form, the Contractor will have (10) days after receipt of notice from the Landscape Architect to correct the form.

END OF SECTION

SECTION 32 17 26

TACTILE WARNING SURFACES

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include Town of Natick Department of Public Works Construction Standards, April 2016 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with trades affecting, or affected by, work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

1.02 WORK INCLUDED

- A. Perform all work required to complete the work of this Section, as indicated. Such work includes, but is not limited to, the following:
 - 1. Cast In Place Detectable/Tactile Warning Surface Tiles

1.03 RELATED WORK UNDER OTHER SECTIONS

- A. Concrete Paving
- B. Stone Curbs

1.04 REFERENCES

- A. Work shall conform to codes and standards of the following:
 - 1. Massachusetts Highway Department Standard Specifications for Highways and Bridges (MHD Specifications), Latest Edition.

1.05 QUALITY ASSURANCE

- A. Provide Cast in Place Detectable/Tactile Warning Surface Tiles and accessories as produced by a single manufacturer with a minimum of three (3) years experience in the manufacturing of Cast In Place Detectable/Tactile Warning Surface Tiles.
- B. Installer's Qualifications: Engage an experienced Installer certified in writing by Cast In Place Detectable/Tactile Warning Surface Tile manufacturer as qualified for installation, who has successfully completed installations similar in material, design, and extent to that indicated for

Project.

- C. Americans with Disabilities Act (ADA): Provide Surface Applied Detectable/Tactile Warning Surface Tiles which comply with the detectable warnings on walking surfaces section of the Americans with Disabilities Act (Title III Regulations, 28 CFR Part 36 ADA STANDARDS FOR ACCESSIBLE DESIGN, Appendix A, Section 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES).
- D. Vitrified Polymer Composite (VPC) Cast in Place Detectable/Tactile Warning Surface Tiles shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. The tile shall incorporate an in-line pattern of truncated domes measuring nominal 0.2" height, 0.9" base diameter, and 0.45" top diameter, spaced center-to-center 2.35" as measured on a diagonal and 1.67" as measured side by side. For wheelchair safety the field area shall consist of a non-slip surface with a minimum of 40 - 90° raised points 0.045" high, per square inch.
1. Dimensions: Cast in Place Detectable/Tactile Warning Surface Tiles shall be held within the following dimensions and tolerances:
Length and Width: As specified on plans and details
Depth: 1.375 (1-3/8") (+/-) 5% max.
Face Thickness: 0.1875 (3/16") (+/-) 5% max.
Warpage of Edge: 0.5% max.
Embedment Flange Spacing: shall be no greater than 3.1"
 2. Water Absorption of Tile when tested by ASTM D 570-98 not to exceed 0.05%.
 3. Slip Resistance of Tile when tested by ASTM C 1028-96 the combined Wet and Dry Static Co-Efficients of Friction not to be less than 0.80 on top of domes and field area.
 4. Compressive Strength of Tile when tested by ASTM D 695-02a not to be less than 28,000 psi.
 5. Tensile Strength of Tile when tested by ASTM D 638-03 not to be less than 19,000 psi.
 6. Flexural Strength of Tile when tested by ASTM D 790-03 not to be less than 25,000 psi.
 7. Chemical Stain Resistance of Tile when tested by ASTM D 543-95 (re approved 2001) to withstand without discoloration or staining - 10% hydrochloric acid, saturated calcium chloride, black stamp pad ink, chewing gum, red aerosol paint, 10% ammonium hydroxide, 1% soap solution, turpentine, Urea 5%, diesel fuel and motor oil.
 8. Abrasive Wear of Tile when tested by BYK - Gardner Tester ASTM D 2486-00 with reciprocating linear motion of 37± cycles per minute over a 10" travel. The abrasive medium, a 40 grit Norton Metallite sand paper, to be fixed and leveled to a holder. The combined mass of the sled, weight and wood block is to be 3.2 lb. Average wear depth shall not exceed 0.060 after 1000 abrasion cycles when measured on the top surface of the dome representing the average of three measurement locations per sample.
 9. Resistance to Wear of Unglazed Ceramic Tile by Taber Abrasion per ASTM C501-84 (re approved 2002) shall not be less than 500.
 10. Fire Resistance of Tile when tested to ASTM E 84-05 flame spread shall be less than 15.
 11. Gardner Impact to Geometry "GE" of the standard when tested by ASTM D 5420-04 to have a mean failure energy expressed as a function of specimen thickness of not less than 550 in. lbf/in. A failure is noted when a crack is visible on either surface or when any brittle splitting is observed on the bottom plaque in the specimen.

12. Accelerated Weathering of Tile when tested by ASTM G 155-05a for 3000 hours shall exhibit the following result – $\Delta E < 4.5$, as well as no deterioration, fading or chalking of surface of tile color No 33538.
13. Accelerated Aging and Freeze Thaw Test of Tile and Adhesive System when tested to ASTM D 1037-99 shall show no evidence of cracking, delamination, warpage, checking, blistering, color change, loosening of tiles or other detrimental defects.
14. Salt and Spray Performance of Tile when tested to ASTM B 117-03 not to show any deterioration or other defects after 200 hours of exposure.
15. AASHTO HB-17 single wheel HS20-44 loading "Standard Specifications for Highways and Bridges". The Cast In Place Tile shall be mounted on a concrete platform with a $\frac{1}{2}$ " airspace at the underside of the tile top plate then subjected to the specified maximum load of 10,400 lbs., corresponding to an 8000 lb individual wheel load and a 30% impact factor. The tile shall exhibit no visible damage at the maximum load of 10,400 lbs.
16. Embedment flange spacing shall be no greater than 3.1" center to center spacing as illustrated on the product Cast in Place drawing.

1.06 SUBMITTALS

- A. Product Data: Submit manufacturer's literature describing products, installation procedures and routine maintenance.
- B. Samples for Verification Purposes: Submit two (2) tile samples minimum 6"x6" of the kind proposed for use.
- C. Shop Drawings: Shop drawings are required for products specified showing fabrication details, composite structural system, tile surface profile, sound on cane contact amplification feature, plans of tile placement including joints, and material to be used as well as outlining installation materials and procedure. Supply shop drawings at an approved scale for location, installation and erection of all parts of the work under this section including but not limited to the following items:
 1. Cast In Place Detectable/Tactile Warning Surface Tiles
- D. Material Test Reports: Submit complete test reports from qualified accredited independent testing laboratory to qualify that materials proposed for use are in compliance with requirements and meet or exceed the properties indicated on the specifications. All tests shall be conducted on a Cast In Place Detectable/Tactile Warning Surface Tile system as certified by a qualified independent testing laboratory and be current within a 24 month period.
- E. Maintenance Instructions: Submit copies of manufacturer's specified installation and maintenance practices for each type of Detectable Warning Surface Tile and accessory as required.

1.07 PROJECT CONDITIONS

- A. Protection: The Contractor shall use all means necessary to protect the materials of this Section

before, during and after installation. In the event of damage, make all repairs and replacements necessary to approval of the Landscape Architect and at no additional cost to the Owner. All work shall be executed in such a manner as to prevent any damage to existing streets, curbs, paving to remain, existing plant materials, and adjoining properties.

- B. The Contractor shall remove all debris, construction equipment and waste material from areas within the limit of work prior to inspection for acceptance.
- C. The Drawings indicate, in general, the alignment and finished grade elevations. The Landscape Architect, however, may make minor adjustments in grades and alignment as are found necessary.
- D. Environmental Conditions and Protection: Maintain minimum temperature of 40°F in spaces to receive Cast In Place Detectable/Tactile Warning Surface Tiles for at least 24 hours prior to installation, during installation, and for not less than 24 hours after installation.
- E. The use of water for work, cleaning or dust control, etc. shall be contained and controlled and shall not be allowed to come into contact with the general public. Provide barricades or screens to protect the general public.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Cast in Place Detectable/Tactile Warning Surface Tiles shall be suitably packaged or crated to prevent damage in shipment or handling. Finished surfaces shall be protected by sturdy plastic wrappings to protect tile from concrete residue during installation and tile type shall be identified by part number.
- B. Cast in Place Detectable/Tactile Warning Surface Tiles shall be delivered to location at building site for storage prior to installation.

1.09 GUARANTEE

- A. Cast in Place Detectable/Tactile Warning Surface Tiles shall be guaranteed in writing for a period of five (5) years from date of final completion. The guarantee includes defective work, breakage, deformation, fading and loosening of tiles.

PART 2 - PRODUCTS

2.01 CAST IN PLACE DETECTABLE/TACTILE WARNING SURFACE TILES

- A. The Vitrified Polymer Composite (VPC) Cast In Place Detectable/Tactile Warning Surface Tile specified is based on "Armor-Tile" manufactured by Engineered Plastics Inc. 800.682.2525; www.armor-tile.com; or approved equal. Existing engineered and field tested products, which have been in successful service for a period of three (3) years and are in compliance with requirements, may be incorporated in the work and shall meet or exceed the specified test criteria and characteristics.

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- B. Color: To be "Brick Red".

PART 3 - EXECUTION

3.01 INSTALLATION

- A. During Cast in Place Detectable/Tactile Warning Surface Tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.
- B. Prior to placement of the Cast in Place Detectable/Tactile Warning Surface Tile system, review manufacturer and contract drawings and refer any and all discrepancies to the Engineer or Landscape Architect.
- C. The specifications of the structural embedment flange system and related materials shall be in strict accordance with the contract documents and the guidelines set by their respective manufacturers. Not recommended for asphalt applications.
- D. The physical characteristics of the concrete shall be consistent with the contract specifications while maintaining a slump range of 4 - 7 to permit solid placement of the Cast in Place Detectable/Tactile Warning Surface Tile system. An overly wet mix will cause the tile to float. Under these conditions, suitable weights such as 2 concrete blocks or sandbags (25 lb) shall be placed on each tile.
- E. The concrete pouring and finishing operations require typical mason's tools, however, a 4' long level with electronic slope readout, 25 lb. weights, and a large non-marring rubber mallet are specific to the installation of the Cast in Place Detectable/Tactile Warning Surface Tile system. A vibrating mechanism such as that manufactured by Vibco can be employed, if desired. The vibrating unit should be fixed to a soft base such as wood, at least 1 foot square.
- F. The factory-installed plastic sheeting must remain in place during the entire installation process to prevent the splashing of concrete onto the finished surface of the tile.
- G. When preparing to set the tile, it is important that no concrete be removed in the area to accept the tile. It is imperative that the installation technique eliminates any air voids under the tile. Holes in the tile perimeter allow air to escape during the installation process. Concrete will flow through the large holes in each embedment flange on the underside of the tile. This will lock the tile solidly into the cured concrete.
- H. The concrete shall be poured and finished true and smooth to the required dimensions and slope prior to the tile placement. Immediately after finishing concrete, the electronic level should be used to check that the required slope is achieved. The tile shall be placed true and square to the curb edge in accordance with the contract drawings. The Cast in Place Detectable/Tactile Warning Surface Tiles shall be tamped (or vibrated) into the fresh concrete to ensure that the field level of the tile is flush to the adjacent concrete surface. The embedment

process should not be accomplished by stepping on the tile as this may cause uneven setting which can result in air voids under the tile surface. The contract drawings indicate that the tile field level (base of truncated dome) is flush to adjacent surfaces to permit proper water drainage and eliminate tripping hazards between adjacent finishes.

- I. In cold weather climates it is recommended that the Cast in Place Detectable/Tactile Warning Surface Tiles be set deeper such that the top of domes are level to the adjacent concrete on the top and sides of ramp and that the base of domes to allow water drainage. This installation will reduce the possibility of damage due to snow clearing operations.
- J. Immediately after placement, the tile elevation is to be checked to adjacent concrete. The elevation and slope should be set consistent with contract drawings to permit water drainage to curb as the design dictates. Ensure that the field surface of the tile is flush with the surrounding concrete and back of curb so that no ponding is possible on the tile at the back side of curb.
- K. While concrete is workable, a 3/8" radius edging tool shall be used to create a finished edge of concrete, then a steel trowel shall be used to finish the concrete around the tile's perimeter, flush to the field level of the tile.
- L. During and after the tile installation and the concrete curing stage, it is imperative that there is no walking, leaning or external forces placed on the tile that may rock the tile causing a void between the underside of tile and concrete.
- M. Following tile placement, review installation tolerances to contract drawings and adjust tile before the concrete sets. Two suitable weights of 25 lb each may be required to be placed on each tile as necessary to ensure solid contact of the underside of tile to concrete.
- N. Following the concrete curing stage, protective plastic wrap is to be removed from the tile surface by cutting the plastic with a sharp knife, tight to the concrete/tile interface. If concrete bled under the plastic, a soft brass wire brush will clean the residue without damage to the tile surface.
- O. If desired, individual tiles can be bolted together using 1/4 inch or equivalent hardware. This can help to ensure that adjacent tiles are flush to each other during the installation process. Tape or caulking can be placed on the underside of the bolted butt joint to ensure that concrete does not rise up between the tiles during installation. Any protective plastic wrap which was peeled back to facilitate bolting or cutting, should be replaced and taped to ensure that the tile surface remains free of concrete during the installation process.
- P. Tiles can be cut to custom sizes, or to make a radius, using a continuous rim diamond blade in a circular saw or mini-grinder. Use of a straightedge to guide the cut is advisable where appropriate.
- Q. Any sound-amplifying plates on the underside of the tile, which are dislodged during handling or cutting, should be replaced and secured with construction adhesive. The air gap created between these plates and the bottom of the tile is important in preserving the sound on cane audible properties of the Armor-Tile system as required in various jurisdictions.

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3.02 CLEANING, PROTECTION AND MAINTENANCE

- A. Protect tiles against damage during construction period to comply with Tactile Tile manufacturer's specification.
- B. Protect tiles against damage from rolling loads following installation by covering with plywood or hardwood.
- C. Clean Tactile Tiles not more than four days prior to date scheduled for inspection intended to establish date of substantial completion in each area of project. Clean Tactile Tile by method specified by Tactile Tile manufacturer.
- D. Comply with manufacturers maintenance manual for cleaning and maintaining tile surface and it is recommended to perform annual inspections for safety and tile integrity.

END OF SECTION

TACTILE WARNING SURFACES
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SECTION 32 31 13

CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include Town of Natick Department of Public Works Construction Standards, April 2016 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with trades affecting, or affected by, work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

1.02 WORK INCLUDED

- A. Perform all work required to complete the work of the Section, as indicated. Such work includes, but is not limited to, the following:
 - 1. Chain Link Fences and Gates

1.03 RELATED WORK UNDER OTHER SECTIONS

- A. Cast in Place Concrete
- B. Turf and Grasses

1.04 REFERENCES

- A. ASTM - American Society for Testing and Materials
- B. Commonwealth of Massachusetts Highway Department - Standard Specifications for Highways and Bridges (MHD Specifications), latest edition.

1.05 LAWS, ORDINANCES, PERMITS AND FEES

- A. The Contractor shall:
 - 1. Give necessary notices, obtain all permits and pay all Governmental taxes, fees and other costs in connection with this work, file all necessary plans, prepare documents and obtain all necessary approvals of the local Building Departments having jurisdiction.
 - 2. Obtain all required certificates of inspection for this work and deliver same to the Architect before request for acceptance and final payment for the work.

3. Include in the work, without extra cost to the Owner, any labor, materials, services, apparatus, drawings (in addition to Contract Drawings and Documents) in order to comply with all applicable laws, ordinances, rules and regulations, whether or not shown on the Drawings and/or specified.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
 1. Engineering Responsibility: Preparation of data for chain-link fences and gates, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
- B. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the International Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction
 1. Testing Agency's Field Supervisor: Person currently certified according to NETA ETT, or the National Institute for Certification in Engineering Technologies, to supervise on-site testing specified in Part 3.
- C. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects, and set quality standards for fabrication and installation.
 1. Include 10 ft. (3 m) length of fence and gate complying with requirements.
 - a. Approval of mockups is also for other material and construction qualities specifically approved by the Landscape Architect in writing.
 - b. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless such deviations are specifically approved by the Landscape Architect in writing.
 2. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.07 SUBMITTALS

- A. Shop Drawings: Show locations of fences, gates, posts, rails, details of extended posts, extension arms, gate swing, or other operation, hardware, and accessories. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, gate elevations, sections, details of post anchorage, attachment, bracing, and other required installation and operational clearances. Shop Drawings under this section include, but are not limited to the following:
 1. Chain Link Fences and Gates

- B. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for chain-link fences and gates. Supply Certificates of Compliance for all materials required for fabrication and installation. Work includes but is not limited to the following items:
1. Fence and gate posts, rails, and fittings.
 2. Chain-link fabric, reinforcements, and attachments.
 3. Gates and hardware.
- C. Samples for Initial Selection: Manufacturer's color charts or 6-inch (150-mm) lengths of actual units showing the full range of colors available for components with factory-applied color finishes.
- D. Samples for Verification: For each type of chain-link fence and gate indicated:
1. Polymer-coated steel wire (for fabric) in 6-inch (150-mm) lengths.
 2. Polymer coating, in 6-inch (150-mm) lengths on shapes for posts, rails and gate framing.
- E. Product Certificates: For each type of chain-link fence and gate, signed by product manufacturer.
1. Strength test results for framing according to ASTM F 1043.
- F. Qualification Data: For Installer.
- G. Field quality-control test reports.
- H. Maintenance Data: For the following to include in maintenance manuals:
1. Polymer finishes.
- 1.08 PERFORMANCE REQUIREMENTS
- A. Structural Performance: Provide chain-link fences and gates capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
1. Minimum Post Size and Maximum Spacing for Wind Velocity Pressure: Determine based on mesh size and pattern specified, and on the following minimum design wind pressures and according to CLFMI WLG 2445:
 - a. Wind Speed: 80 mph (129 km/h).
 - b. Fence Height: 10 feet (3 m).
 - c. Line Post Group: IA, ASTM F 1043, Schedule 40 steel pipe.
 - d. Wind Exposure Category: B.

- B. Lightning Protection System: Maximum grounding-resistance value of 25 ohms under normal dry conditions.

1.09 PROJECT CONDITIONS

- A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.
- B. Interruption of Existing Utility Service: Do not interrupt utility services to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Owner's Representative no fewer than two (2) days in advance of proposed interruption of utility services.
 2. Do not proceed with interruption of utility services without Owner's Representative's written permission.

PART 2 - PRODUCTS

2.01 GENERAL

- A. The types of fencing required for the project are as indicated below, subject to detailed material requirements which follow.
- B. All material shall be new, and products of recognized reputable manufacturers. Used, re-rolled or re-galvanized materials are not acceptable.
- C. Like items of materials provided hereinafter shall be the end products of one manufacturer in order to achieve standardization for appearance, maintenance and replacement.

2.02 CHAIN LINK FENCE FABRIC

- A. General: Height as indicated on Drawings. Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist. Comply with ASTM A 392, CLFMI CLF 2445, and requirements indicated below:
1. Steel Wire Fabric: Polymer coated wire with a diameter of 0.148 inch (3.76 mm) (9 Gauge).
 - a. Mesh Size: 2 inches (50 mm).
 - b. Weight of Metallic (Zinc) coating: ASTM A 392, Type II, Class 1, 1.2 oz./sq. ft. (366 g/sq. m) with zinc coating applied after weaving or 0.8 oz./sq. ft. (244 g/sq. m) with zinc coating applied after weaving.
 - c. Polymer Coating: ASTM F 668, Class 2b over metallic coated steel wire.

- 1) Color: Black.
- d. Coat selvage ends of fabric that is metallic coated before the weaving process with manufacturer's standard clear protective coating.
2. Selvage: Unless directed otherwise on the plans, fence fabric shall be knuckle selvaged at top and bottom.

2.03 FENCE AND GATE FRAMING

- A. Posts and Rails: Round cold-formed, electric-resistance-welded, steel pipe or tubing, with minimum yield strength of 45,000 psi (310 MPa) and with outside dimension, minimum wall thickness, and weight complying with ASTM F 761 or ASTM F 654 for the following fence height and strength and stiffness requirements:
1. Fence Height: 6 feet.
 2. Duty Rating: Medium.
 3. Tube or Pipe Diameter and Thickness: According to ASTM F 761.
 4. Tube Size and Thickness: According to ASTM F 654.
 - a. Top and Bottom Rail: 1.66 inches (42 mm).
 - b. Line Post: 1.90 inches (48 mm).
 - c. Terminal Post: 2.375 inches (60 mm).
 - d. Gate Post: 2.375 inches (60 mm).
 - e. Tube or Pipe Thickness: 0.065 inches (1.7 mm).
 5. Gate: Comply with ASTM F 654 and the following:
 - a. Type: 1, single swing frame tubing.
 - b. Fabric Height: 2 inches (50 mm) less than adjacent fence height.
 - c. Leaf Width: As indicated.
 - d. Gate Frame: 1.66 inches (42 mm).
 6. Hardware: Latches permitting operation from both sides of gate, and hinges.
 7. Metallic-Coated Steel: Posts, rails, and frames protected with an external coating of not less than 0.6 oz. of zinc/sq. ft. (183 g of zinc/sq. m), a chromate conversion coating, and a clear, verifiable polymer film; with an internal protective coating of not less than 0.6 oz. of zinc/sq. ft. (183 g of zinc/sq. m) or 81 percent, not less than 0.3 mil (0.0076 mm) thick, zinc pigmented coatings.
 2. Selvage: Unless directed otherwise on the plans, fence fabric shall be knuckle selvaged at top and bottom.

2.04 FITTINGS

- A. General: Comply with ASTM F 626:

- B. Post and Line Caps: Provide for each post.
 - 1. Line post caps with loop to receive top rail.
 - C. Rail and Brace Ends: Attach rails securely to each gate, corner, pull, and end post.
 - D. Rail Fittings: Provide the following:
 - 1. Top Rail Sleeves: Pressed steel or round-steel tubing not less than 6 inches (152 mm) long.
 - 2. Rail Clamps: Line and corner boulevard clamps for connecting intermediate and bottom rails in the fence line-to-line posts.
 - E. Tension and Brace Bands: Pressed steel.
 - F. Tension Bars: Steel, length not less than 2 inches (50 mm) shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.
 - G. Truss Rod Assemblies: Steel, hot-dip galvanized after threading rod and turnbuckle or other means of adjustment.
 - H. Tie Wires, Clips, and Fasteners: According to ASTM F 626.
 - 1. Standard Round Tie Wires: For attaching chain-link fabric to posts, rails, and frames, complying with the following:
 - a. Hot-Dip Galvanized Steel: 0.148 inch (3.76 mm) diameter wire; galvanizing coating thickness matching coating thickness of chain-link fence fabric.
 - I. Finish:
 - 1. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz./sq. ft. (366 g/sq. m) zinc.
- 2.05 CAST-IN-PLACE CONCRETE
- A. Materials: Portland cement complying with ASTM C 150, Type I aggregates complying with ASTM C 33, and potable water for ready-mixed concrete complying with ASTM C 94/C 94M.
 - 1. Concrete Mixes: Normal-weight concrete with not less than 3000 psi (20.7 MPa) compressive strength (28 days), 3 inch (75 mm) slump, and 1 inch (25 mm) maximum size aggregate.
- 2.06 GROUT AND ANCHORING CEMENT

- A. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout, recommended in writing by manufacturer, for exterior applications.
- B. Erosion-Resistant Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended in writing by manufacturer, for exterior applications.

2.07 FENCE GROUNDING

- A. Conductors: Bare, solid wire for No. 6 AWG and smaller; stranded wire for No. 4 AWG and larger.
 - 1. Material above Finished Grade: Copper.
 - 2. Material on or below Finished Grade: Copper.
 - 3. Bonding Jumpers: Braided copper tape, 1 inch (25 mm) wide, woven of No. 30 AWG bare copper wire, terminated with copper ferrules.
- B. Connectors and Grounding Rods: Comply with UL 467.
 - 1. Connectors for Below-Grade Use: Exothermic welded type.
 - 2. Grounding Rods: Copper-clad steel.
 - a. Size: 5/8 by 96 inches (16 by 2440 mm).

2.08 POLYMER FINISHES

- A. Supplemental Color Coating: In addition to specified metallic coatings for steel, provide all fence components with polymer coating.
- B. Metallic-Coated Steel Framing and Fittings: Comply with ASTM F 626 and ASTM F 1043 for polymer coating applied to exterior surfaces and, except inside cap shapes, to exposed interior surfaces.
 - 1. Polymer Coating: Not less than 10 mil (0.254 mm) thick PVC or 3 mil (0.076 mm) thick polyester finish.
- C. Color: Match chain-link fence fabric, complying with ASTM F 934.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for site

clearing, earthwork, pavement work, and other conditions affecting performance.

1. Do not begin installation before final grading is completed, unless otherwise permitted by Architect.
2. Proceed with installation only after unsatisfactory conditions have been corrected

3.02 PREPARATION

- A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet (152.5 m) or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments

3.03 INSTALLATION, GENERAL

- A. Install chain link fencing to comply with ASTM F 567 and more stringent requirements specified.
 1. Install fencing on established boundary lines inside property line.

3.04 CHAIN LINK FENCE INSTALLATION

- A. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.
- B. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
 1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
 2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
 - a. Exposed Concrete: Extend 2 inches (50 mm) above grade, shape and smooth to shed water.
 - b. Exposed Concrete: Top 2 inches (50 mm) below grade to allow covering with surface material.
 - c. Posts Set into Concrete in Sleeves: Use steel pipe sleeves preset and anchored into concrete for installing posts. After posts have been inserted into sleeves, fill annular space between post and sleeve with nonshrink, nonmetallic grout or anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions, and finished sloped to drain water away from post.
 - d. Posts Set into Voids in Concrete: Form or core drill holes not less than 5 inches (125 mm) deep and 3/4 inch (20 mm) larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout or anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions, and finished sloped to drain water away from post

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- C. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of 15 degrees or more.
 - D. Line Posts: Space line posts uniformly at 10 feet (3.05 m) o.c. maximum.
 - E. Post Bracing and Intermediate Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Install braces at end and gate posts and at both sides of corner and pull posts.
 - F. Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.
 - G. Bottom Rail: Install, spanning between posts.
 - H. Chain-Link Fabric: Apply fabric to enclosing framework. Leave 2 inches (50 mm) between finish grade or surface and bottom selvage, unless otherwise indicated. **See Sheet C4.04 for installation detail within limits of the dog park.** Pull fabric taut and tie to posts, rails. Anchor to framework so fabric remains under tension after pulling force is released.
 - I. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches (380 mm) o.c.
 - J. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.
 - 1. Maximum Spacing: Tie fabric to line posts at 12 inches (300 mm) o.c. and to braces at 24 inches (610 mm) o.c.
 - K. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.
- 3.05 GATE INSTALLATION
- A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.
- 3.06 GROUNDING AND BONDING
- A. Fence Grounding: Install at maximum intervals of 500 feet (150 m), except as follows:
 - 1. Fences within 100 feet (30 m) of Buildings, Structures, Walkways, and Roadways:

Ground at maximum intervals of 250 feet (75 m)..

- a. Gates and Other Fence Openings: Ground fence on each side of opening.
 - 1) Bond metal gates to gate posts.
 - 2) Bond across openings, with and without gates, except openings indicated as intentional fence discontinuities. Use No. 2 AWG wire and bury at least 18 inches (460 mm) below finished grade.
- B. Grounding Method: At each grounding location, drive a grounding rod vertically until the top is 6 inches (150 mm) below finished grade. Connect rod to fence with No. 6 AWG conductor. Connect conductor to each fence component at the grounding location.
- C. Bonding Method for Gates: Connect bonding jumper between gate post and gate frame.
- D. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.
 - 1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
 - 2. Make connections with clean, bare metal at points of contact.
 - 3. Make aluminum to steel connections with stainless-steel separators and mechanical clamps.
 - 4. Make aluminum -to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
 - 5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
- E. Bonding to Lightning Protection System: If fence terminates at lightning-protected building or structure, ground the fence and bond the fence grounding conductor to lightning protection down conductor or lightning protection grounding conductor complying with NFPA 780.

3.07 FIELD QUALITY CONTROL

- A. Ground Resistance Testing: Engage a qualified independent testing and inspection agency to perform field quality-control testing.

3.08 ADJUSTING

- A. Gate: Adjust gate to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Lubricate hardware and other moving parts.

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3.09 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's personnel to adjust, operate, and maintain gates.

END OF SECTION

CHAIN LINK FENCES AND GATES
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PLANTING

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include Town of Natick Department of Public Works Construction Standards, April 2016 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with trades affecting, or affected by, work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

1.02 WORK INCLUDED

- A. Perform all work required to complete the work of the Section, as indicated. Such work includes, but is not limited to, the following:
 - 1. Planting of trees, shrubs, vines and groundcovers
 - 2. Maintenance and guarantee

1.03 RELATED WORK UNDER OTHER SECTIONS

- A. Turf and Grasses

1.04 QUALITY ASSURANCE

- A. All plant materials shall be true to name according to "Standardized Plant Names", published by the American Joint Committee on Horticulture Nomenclature, 1942 edition. Each plant or bundle shall be tagged with the name and size of plants in accordance with the standards of the American Association of Nurserymen (AAN). In all cases, botanical names shall take precedence over common names.
- B. Quality and size shall conform to the current edition of "Horticultural Standards" for number one grade nursery stock as adopted by the AAN.
- C. All plants and plant materials shall comply with all Federal, State and local laws and regulations requiring inspection for plant disease and insect control.
- D. Comply with applicable requirements of the following standards. Where these standards conflict with other specified requirements, the most restrictive requirements shall govern.

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1. American National Standards Institute, Inc. (ANSI):
Z60.1 American Standard for Nursery Stock (Sponsor:
American Association of Nurserymen, Inc.)
2. American Society for Testing and Materials (ASTM):
C 136 Sieve Analysis of Fine and Coarse Aggregates
D 422 Particle-Size Analysis of Soils
E 11 Wire-Cloth Sieves for Testing Purposes
F 405 Corrugated Polyethylene (Pe) Tubing and Fittings
3. "Hortus Third", A Concise Dictionary of Plants Cultivated in the United States and Canada,
Cornell University, L.H. Bailey Hortorium, MacMillian Publishing Co., New York, NY.

1.05 SUBMITTALS

- A. Submit a complete list of all materials proposed for use in this work, demonstrating complete conformance with the requirements specified. Submissions must include:
1. List of plant nurseries to the Landscape Architect for approval of stock selection and quality.

- B. Samples: The following samples shall be submitted:

<u>Material</u>	<u>Sample Size or Quantity</u>
Mulch	1 ft. ³
Compost	1 ft. ³
Planting soil	1 ft. ³
Soil separator	1 ft. ³
Loam borrow	1 ft. ³
Tree stake	36 in. length

- C. Manufacturer's Product Data: Manufacturer's product data shall be submitted for the following materials:

Aluminum sulfate
Antidessicant
Fertilizer
Compost

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Soil separator

- D. Certificates: Labels from the manufacturer's container certifying that the product meets the specified requirements shall be submitted for the following materials:

Commercial fertilizer
Limestone

- E. Test Reports: Test reports from an approved testing agency indicating compliance with the specifications shall be submitted for peat moss, planting soil mixture, and any other materials designated by the Landscape Architect.

1.06 OWNER'S INSPECTION AND TESTING

- A. Work will be subject to inspection at all times by the Landscape Architect. The Owner reserves the right to engage an independent testing laboratory to analyze and test materials used in the construction of the work. Where directed by the Landscape Architect, the testing laboratory will make material analyses and will report to the Landscape Architect whether materials conform to the requirements of this specification.
1. Cost of tests and material analyses made by the testing laboratory will be borne by the Owner when they indicate compliance with the specification, and by the Contractor when they indicate non-compliance.
 2. Testing equipment will be provided by and tests performed by the testing laboratory.
 3. Gradation of granular materials shall be determined in accordance with ASTM C 136. Sieves for determining material gradation shall be as described in ASTM E 11.

1.07 SOURCE QUALITY CONTROL

- A. Identification of plant materials shall be as named in "Hortus Third".
- B. Selection of Plant Materials: Submit to the Landscape Architect the names and locations of nurseries proposed as sources of acceptable plant material. Inspect all nursery materials to determine that the materials meet the requirements of this section. Proposed materials may be flagged at the nurseries by the Contractor prior to viewing by the Landscape Architect.
1. Schedule with the Landscape Architect a time for viewing plant material at the nursery. Trips to nurseries (if necessary) shall be efficiently arranged to allow the Landscape Architect to maximize viewing time. A minimum of six weeks shall be allowed for this viewing prior to time that plants are to be dug.
 2. If long distance or air travel is required for the Landscape Architect to perform nursery visits, any and all costs associated with such visits (air travel, vehicle rental, fuel, room and board, etc.) shall be borne by the Contractor.
 3. Landscape Architect may choose to attach a seal to each plant, or representative samples.
 4. Where requested by the Landscape Architect, photographs of plant materials or representative samples of plants may be submitted in lieu of nursery visits.

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5. Viewing and/or sealing of plant materials by the Landscape Architect at the nursery does not preclude the Landscape Architect's right to reject material at the site of planting.

1.08 AVAILABILITY OF PLANT MATERIAL

- A. Before changes or substitutions can be made due to unavailability of plant material, submit satisfactory evidence that the Contractor has advertised for a one month period in a trade journal such as the "Landscape Materials Information Service", (Tel. And Fax: 914-887-4401) (or equal), with no response, or has undertaken other methods of locating plant material acceptable to the Landscape Architect.

1.09 PRODUCT HANDLING

- A. Digging Plant Material: Plants shall not be dug at the nursery or approved source until the Contractor is ready to transport them from their original locations to the site of the work or acceptable storage location.
- B. Transportation of Plant Material: Plants transported to the project in open vehicles shall be covered with tarpaulins or other suitable covers securely fastened to the body of the vehicle to prevent injury to the plants. Closed vehicles shall be adequately ventilated to prevent overheating of the plants. Plants shall not remain in darkened enclosed trailer for more than 48 hours cumulative.
 1. Plants shall be kept moist, fresh, and protected at all times. Such protection shall encompass the entire period during which the plants are in transit, being handled, or are in temporary storage.
 2. Unless otherwise authorized by the Landscape Architect, notify the Landscape Architect at least three working days in advance of the anticipated delivery date of any plant material. A legible copy of the bill of lading, showing the quantities, kinds, and sizes of materials included for each shipment shall be furnished to the Landscape Architect.
- C. Delivery and Storage:
 1. Deliver all items to the job site in their original containers with all labels intact and legible at time of Landscape Architect's inspection.
 2. Immediately remove from the site all plants which are not true to name, and all materials which do not comply with the specified requirements.
 3. Use all means necessary to protect plant materials before, during, and after installation and to protect the work and materials of all other trades.
 4. Replacements: in the event of damage, immediately make all repairs and replacements necessary to the approval of the Landscape Architect and at no additional cost to the Owner.

1.10 REJECTION OF MATERIALS

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- A. Evidence of inadequate protection following digging, carelessness while in transit, or improper handling or storage, shall be cause for rejection.
- B. Upon arrival at the temporary storage location or the site of the work, plants shall be inspected for proper shipping procedures. Should the roots be dried out, large branches be broken, balls of earth broken or loosened, or areas of bark be torn, the Landscape Architect will reject the injured plant.
- C. When a plant has been rejected, remove it from the area of the work within 3 days and replace it with one of the required size and quality.

1.11 PLANTING SEASON

- A. Planting: Planting may commence as soon as the ground has thawed at the nursery and at the site of planting, and weather conditions make it practicable to work both at the nursery and at the site.

- 1. Planting shall not occur any later than the following:

<u>Material</u>	<u>End of Spring Planting Period</u>
Deciduous Trees and Shrubs	July 15
Evergreen Trees and Shrubs	June 30

- B. Regardless of the dates specified above, planting shall only be performed when weather and soil conditions are suitable for planting the material specified in accordance with locally accepted practice.
 - C. Planting season may be extended only with the written permission of the Landscape Architect. Plant material guarantee shall be honored regardless of extended planting season.

1.12 JOB CONDITIONS

- A. Utilities: Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate as required. Maintain grade stakes set by others until removal is mutually agreed upon by all parties concerned.
- B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Landscape Architect before planting.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Loam - friable, typical of local cultivated topsoil containing 5% (min.) decayed organic matter

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(humus), no toxic materials, from well drained, arable site, reasonably free of subsoil, stones, earth, clods, sticks, roots or debris.

1. Deliver no topsoil in frozen or muddy condition.
- B. Superphosphate - finely ground phosphate rock with eighteen percent (18%) minimum available phosphoric acid.
- C. Bone Meal - commercial raw bone meal, finely ground, 1% nitrogen and 18% phosphorus acid (min.).
- D. Manure - well rotted, unleached, cattle manure, reasonably free of wood shavings, sawdust or other litter and no chemicals or other ingredients harmful to plants. Dehydrated manure (Bovung or equal) is acceptable.
- E. Fertilizer - All plants will be fertilized with a controlled release 16-8-16 analysis fertilizer contained in polyethylene perforated bags with micropore holes. The bag shall contain 4 ounces minimum of water soluble fertilizer to be effective for 8 years. Pills, spikes, tablets and injections are not considered controlled release packets.
1. Deliver as specified in standard containers, showing weight, analysis and manufacturer. Store in a weather-proof place.
- F. Peat - domestic or imported, of partially decomposed vegetable matter of natural occurrence, brown, clean, low in content of mineral and woody material; mildly acid, granulated or shredded, free from weedy grasses, sedges or rushes.
- G. Lime - ground, dolomite limestone, 95% passing 100 mesh screen.
- H. Planting mixture - topsoil thoroughly incorporated with well rotted manure or equivalent dehydrated manure or bone meal and peat proportioned 1 c.y. to 7 c.y. topsoil.
- I. Mulch - aged pine bark consisting of the outer bark of pine trees with minimum hardwood bark. Bark shall be thoroughly mixed and aged in stock piles a minimum of 6 months, partially decomposed, dark brown in color, and generally free of chunks of wood thicker than 1/4". Aged pine bark containing an excess of fine particles will not be acceptable.
- J. Water - The Contractor will furnish hose and connections required for watering all plant materials until completion of the project.
- K. Tree Staking - Hardwood Stake - for tree guying - 30" long (min.). For tree staking - 8' long (min.). Install as detailed on the Drawings.
- L. Wire - pliable No. 12 to 14 gauge galvanized soft steel wire with rubber hose or Chain Lock brand plastic tree tie or approved equivalent.
- M. Wrapping material - first quality, heavy, waterproof crepe paper manufactured for this purpose;

not less than 4" wide.

2.02 PLANT MATERIALS

- A. Furnish and install all plants as per Drawings in quantities listed on plant materials list. If there is any discrepancy between quantities listed and shrubs shown, notify the Landscape Architect. Contractor shall be responsible for quantity of shrubs graphically shown on plans.
- B. All plants shall be nursery grown unless authorized to be collected.
- C. Plants - in accordance with USDA Standard for Nursery Stock, latest edition, hardy under climatic conditions similar to locality of project, typical of species or variety, normal habit of growth, sound, healthy, vigorous, well-branched, densely foliated when in leaf, free of disease, insect pests, eggs, or larvae, with well developed root systems.
- D. If plants of specified kind or size are not available within a reasonable distance, substitutions may be made upon request, if approved by Landscape Architect.
- E. Plant Dimensions - conform to USDA Standard for Nursery Stock, latest edition, as specified. Exceptions as follows:
 - 1. Plants larger than specified may be used if approved by Landscape Architect at no increase in contract price. Increase spread of roots or earth ball in proportion to size of plant.
 - 2. Undersize plants (10% max.) in any one variety or grade may be used if approved by the Landscape Architect. Provide sufficient plants above size to make average equal to or above specified grade. Undersize plants shall be larger than average size of next smaller grade.
- F. Balled and burlapped (B & B) plants - dig with firm natural earth roots. Made balls are unacceptable.
- G. Container grown plants - grown in container long enough for root system to have developed sufficiently to hold its soil together firm and whole. Plants loose in container will not be acceptable.
- H. Protect B & B plants not planted immediately upon delivery with soil, wet moss, or other acceptable material. Prevent voids among roots with careful filling. Bind no plants with wire or rope so as to damage bark or break branches.
- I. Plants are subject to inspection and approval at place of growth for conformity to specifications as to quality, size, and variety. The expenses incurred by the Landscape Architect for such inspections shall be born by the Contractor. Landscape Architect reserves right of inspection upon delivery at the site or during progress of work or right of rejection due to damage suffered in handling or transportation. Remove defective plants immediately from site. Plants to be accompanied by State Nursery inspection certification, if required.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to the proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected.

3.02 PLANTING OPERATIONS

- A. Plant nursery stock immediately (dependent on weather and/or soil conditions- see 3.02 B below) upon delivery to the site and approval by the Landscape Architect. Layout individual tree and shrub locations, as well as areas for multiple plantings. Stake locations, outline plant beds and obtain the Landscape Architects approval before proceeding with planting operations.
- B. Planting may be done whenever weather and soil conditions are favorable, or as otherwise authorized by Landscape Architect. If the weather or soil conditions are not favorable, or for any other reason for which the Owner is not responsible (Contractor delays, conflicts with work of other Contractor trades, etc.), the Contractor, at his own cost, will heel-in plant material with damp soil or mulch to protect from sun and wind. Heeled-in plant material shall be watered at the same rate and regularity as planted material. The Contractor is responsible for all costs associated with heeled-in plant material, including soil or mulch, water, and any temporary irrigation system necessary to perform watering operations. Contractor shall keep heeled-in plant material in good condition for whatever amount of time necessary until the plant material is ready for installation in its final location.
- C. Notify Landscape Architect at least one week prior to beginning planting operations.
- D. Excavate tree pits 2'-0" diameter (min.) and shrub pits 12" diameter (min.) greater than ball of earth or spread of roots and sufficiently deep to allow for 4" thick layer of compacted planting mixture beneath ball or roots.
- E. Locate pits prepared and backfilled with planting mixture to grade prior to planting by staking and recording on plans for location when planting proceeds.
- F. Set plants in center of pits, plumb and straight, with crown of plant 1" higher, after settlement, than surrounding finished grade.
- G. When B & B trees are set, compact topsoil mixture around bases of balls to fill all voids. Remove burlap, ropes or wires from top one third (1/3) of balls before filling in with planting mixture.
- H. Thoroughly compact planting mixture around roots or balls and water immediately after plant pit is backfilled. Form a shallow basin slightly larger than pit with a ridge of sod to facilitate and contain watering. Cultivate soil in shrub beds, rake smooth and neatly outline after planting. Provide 12" (min.) of loam between all shrubs and 6" (min.) between all ground covers.

- I. Distribute controlled release fertilizer packets equidistant within the planting pit adjacent to the root ball but not in direct contact with the roots. Placement depth shall be 6 to 8 inches. Packets shall not be cut, ripped or damaged.

1. Application rates as follows:

<u>Planting Item</u>	<u>Size</u>	<u>No. of Packets</u>
Deciduous Trees:	1-3" cal.	3
	4-6" cal.	4
Shrubs:	2-3'	2
	over 3'	3
Evergreen Trees:	5-10'	4
	over 10'	5
Vines:	1 gal.	1
Groundcover:		1 per four plants

- J. Stake or guy trees as detailed on the Drawings or as directed by the Landscape Architect.
- K. Prune each plant in accordance with AAN standards to preserve natural character. Remove all dead wood, suckers, broken or badly bruised branches and approximately 1/4 of wood. Prune with clean, sharp tools.
- L. Cover all tree and shrub pits immediately after planting with 3" (min.) layer of specified mulch. Limit of mulch for trees shall be area of pit; for shrubs in beds, entire area of shrub bed.
- M. Contractor shall furnish plans showing locations of underground utilities encountered, as required.

3.03 MAINTENANCE - PLANTING

A. Planting Maintenance

1. Maintenance shall begin immediately after each plant is planted and shall continue for a minimum of ninety (90) days following final acceptance of all planting.
2. Maintenance shall consist of keeping the plants in a healthy growing condition and shall include, but is not limited to, watering, weeding, cultivating, re-mulching, tightening and repairing of guys, removal of dead material, resetting plants to proper grades or upright position, and maintaining the planting saucer.
 - a. Plants shall be inspected for watering needs at least twice each week and watered as necessary to promote plant growth and vitality.
 - b. Stakes shall be kept plumb and neat in appearance. Guys, wires and anchoring cables shall be tightened and repaired weekly.
 - c. Planting beds and individual plant pits shall be kept free of weeds, and mulch shall be replaced as required to maintain the specified layer of mulch. Beds

- and individual pits shall be neat in appearance and maintained to the designed layout.
 - d. Plants that die during the maintenance period shall be removed and replaced at once, unless designated otherwise by the Landscape Architect.
 - e. Spraying for both insect pests and diseases shall be included during the maintenance period as required and as directed.
3. During the ninety (90) day maintenance period, any decline in the condition of plantings shall require the Contractor to take immediate action to identify potential problems and undertake corrective measures. If requested by the Landscape Architect, the Contractor shall engage professional arborists and/or horticulturalists to inspect plant materials and to identify problems and recommend corrective procedures.

3.04 ACCEPTANCE STANDARDS FOR PLANTING

- A. Following the completion of all planting, the Contractor shall request, from the Landscape Architect in writing, a formal inspection of the completed work. If plant materials and workmanship for the site are acceptable, written notice will be given to the Contractor stating that the work has received acceptance and that the ninety (90) day maintenance period and the one (1) year guarantee period has commenced from the date of written acceptance.
- B. If a number of plants are sickly or dead at the time of the Contractor-requested formal inspection, or if, in the Landscape Architect's opinion, workmanship is unacceptable, written notice will be given by the Landscape Architect to the Contractor in the form of a punch list, which itemizes necessary planting replacements and/or other deficiencies to be remedied. The Contractor's responsibility for maintenance and the maintenance period for all the plants (not just the deficient material) shall be extended until replacements are made or other deficiencies are corrected. All dead and/or unsatisfactory plants shall be removed by the Contractor promptly from the project site. Replacement plant material shall conform in all respects to the Specifications for new plants and shall be planted in the same manner.

3.05 GUARANTEE FOR PLANT MATERIALS

- A. Plants shall be guaranteed for a period of one (1) year after the date of written notification of acceptance by the Landscape Architect, and shall be alive and in satisfactory growth at the end of the guarantee period.
- B. At the end of the guarantee period, a final inspection will be held to determine whether any additional plant material replacements are required. Each plant shall show at least 75% healthy growth and shall have the natural character of its species as determined by the Landscape Architect. Plants found unacceptable shall be removed promptly from the site and be replaced during the normal planting season. The replacement plant shall then begin its one (1) year guarantee period, and the same process for final acceptance outlined above will be applied to the replacement material. This will continue until all plants live through one (1) year.
- C. All replacement plants shall have a one (1) year guarantee from time of planting.

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END OF SECTION

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TURF AND GRASSES

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include Town of Natick Department of Public Works Construction Standards, April 2016 as part of this Section.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with trades affecting, or affected by, work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

1.02 WORK INCLUDED

- A. Refer to the Drawings for the extent and details of this work.
- B. The work of this Section consists of all seeding and related work as shown on the Drawings or required herein and includes, but is not limited to the following:
 - 1. Providing all topsoil required for work of this Section.
 - 2. Screening stripped and stockpiled topsoil.
 - 3. Providing additional new topsoil from off-site sources as required to complete work for this Section.
 - 4. Providing all soil amendments, fertilizers, erosion controls and mulches as required for work in this Section.
 - 5. Scarification of subsoil in preparation for loaming.
 - 6. Spreading and fine grading topsoil for all lawn.
 - 7. Seeding required for work in this Section.
 - 8. Maintenance and guarantee.

1.03 RELATED WORK UNDER OTHER SECTIONS

- A. Planting

1.04 REFERENCES

- A. Comply with applicable requirements of the following standards. Where these standards conflict with other specified requirements, the most restrictive requirements shall govern.
 - 1. American Society for Testing and Materials (ASTM):

- C 136 Sieve Analysis of Fine and Coarse Aggregates
- D 422 Particle-Size Analysis of Soils
- E 11 Wire-Cloth Sieves for Testing Purposes

1.05 SUBMITTALS

- A. Materials list: Submit a complete list of all materials proposed for use in this work, demonstrating complete conformance with the requirements specified.
 - 1. Submit lawn seed mix for approval.
 - 2. Submit product information with mix ratios and amounts for hydromulching to be used during hydroseeding for Owner's Representative and Landscape Architect's approval.
 - 3. Submit fertilizer, herbicide and fungicide products for application as required for Owner's Representative and Landscape Architect's approval.
 - 4. Submit mechanical analysis of any soil amendments.

1.06 QUALITY ASSURANCE

- A. All lawn seed and amendments shall comply with all Federal, State and local laws and regulations requiring inspection for plant disease and insect control.

1.07 PRODUCT HANDLING

- A. Delivery and Storage:
 - 1. Deliver all items to the job site in their original containers with all labels intact and legible at time of Landscape Architect's inspection.
 - 2. Immediately remove from the site all materials which do not comply with the specified requirements
 - 3. Use all means necessary to protect lawn and meadow seed from moisture and other contaminants which may adversely affect proper germination. Deliver seed in original sealed containers, labeled with analysis of seed mixture, percentage of pure seed, year of production, net weight, date of packaging, location of packaging, and name of seed grower. Damaged packages will not be accepted. Seed shall be stored under cool and dry conditions so that the endophytic seed in the mixture is capable of maintaining a high level of endophytes.
 - 4. Use all means necessary to protect fertilizers, amendments and other materials from moisture and other contaminants which may adversely affect their efficacy. Deliver fertilizer in sealed waterproof bags, printed with manufacturer's name, weight, and guaranteed analysis.

1.08 JOB CONDITIONS

- A. Utilities: Determine location of underground utilities and perform work in a manner which will

avoid possible damage. Hand excavate as required. Maintain grade stakes set by others until removal is mutually agreed upon by all parties concerned.

- B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Landscape Architect before spreading topsoil.

1.09 PLANTING SEASON

- A. Planting season shall be as follows:

Material

Planting Season

Spring

Fall

4/1 to 6/1

9/1 to 10/1

Lawn Seeding

- B. Planting shall only be performed when weather and soil conditions are suitable for planting the material specified in accordance with locally accepted practice.

- C. Planting season may be extended with the written permission of the Landscape Architect.

1.10 ACCEPTANCE

- A. Acceptance:

1. The Landscape Architect will inspect all work for Substantial Completion upon written request of the Contractor. The request shall be received at least ten calendar days before the anticipated date of inspection.
2. Acceptance of material by the Landscape Architect will be for general conformance to specified requirements, and shall not relieve the Contractor of responsibility for full conformance to the Contract Documents.
3. Upon completion and reinspection of all repairs or renewals necessary in the judgement of the Landscape Architect, the Landscape Architect will recommend to the Owner that the work of this Section be accepted.

- B. Seed areas will be accepted when in compliance with all the following conditions:

1. Roots are thoroughly knit to the soil;
2. All areas show a uniform stand of specified grass in healthy condition;
3. At least 60 days have elapsed since the completion of work under this Section.

PART 2 - PRODUCTS

2.01 LAWN PRODUCTS

A. Topsoil

1. Topsoil stockpiled from on-site stripping may be utilized if in compliance with the requirements for new topsoil.
2. All topsoil that was stripped and stockpiled shall be screened to a maximum stone size of 3/8 in. largest dimension, as determined by pipette method in compliance with ASTM F-1632.
3. Any excess topsoil remaining at the end of the project shall become the property of the Town, and shall be moved to a location specified by the Town at their expense.

B. New Topsoil

1. New Topsoil: Shall be natural, fertile loam typical of cultivated topsoils of the locality, containing not less than 3.5% or more than 8% by weight, of decayed organic matter (humus) as determined by ASTM F-1647. If organic amendments are needed to obtain the specified matter content of the topsoil, the organic matter source may be a peat or compost material. The peat shall be Canadian sphagnum peat having an ash content not exceeding 15% as determined by ASTM D-2974. Compost may be used, provided that the material has been composted in an in-vessel system, and has an ash content not exceeding 40%.
2. Topsoil shall be taken from a well-drained, arable site, free of subsoil, large stones, earth clods, sticks, stumps, clay lumps, roots or other objectionable, extraneous matter or debris.
3. Topsoil shall be free of Quack-grass rhizomes, *Agropyron repens*, and the nut-like tubers of Nutgrass, *Cyperus esculentus*, and all other primary noxious weeds.
4. Topsoil shall have a pH not less than 6.0 or greater than 7.0.
5. Topsoil shall not be delivered or used for planting operations while in a frozen or muddy condition.
6. Topsoil shall conform to the following particle size distribution, with a maximum 3/8" largest dimension, as determined by pipette method in compliance with ASTM F-1632:

Sand	40-60%
Silt	30-40%
Clay	5-20%
7. Minimum planting soil nutrient levels shall be: Nitrogen @ 5% average of organic matter, Phosphorus @ .02 to .05% average of total soil content, Potassium @ 1.2% average of total soil content.

C. Washed Screened Sand (Topsoil Amendment):

1. Washed screened sand shall conform to the following particle size distribution when tested for mechanical gradation (sieve analysis) and compared to the USDA Soil Classification System with a three eighths (3/8") largest dimension.

<u>Sieve</u>	<u>Diam</u>	<u>Allowable range</u>
<u>Mesh</u>	<u>of sieve (mm)</u>	<u>% retained</u>

Natick Dog Park
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Gravel	10	2.00	0-5%
Very Coarse Sand	18	1.00	0-20% combined w/ gravel
Coarse Sand	35	0.50	at least 60%
Medium Sand	60	0.25	in this range
Fine Sand	100	0.15	10% maximum
Very Fine Sand	270	0.05	3% maximum
Silt		0.002	5% maximum
Clay		<0.002	3% maximum

In addition, there should be 100% passing the No. 5 screen (4 mm), and no more than 10% combined very fine sand, silt, and clay.

D. Lime

1. Lime shall be an approved agricultural limestone containing no less than fifty (50%) percent of total carbonates and twenty five (25%) percent total magnesium with a neutralizing value of at least one hundred (100%) percent
2. The material shall be ground to such a fineness that forty (40%) percent will pass through a Number 100 U.S. Standard Sieve, and ninety eight (98%) percent will pass through a Number 20 U.S. Standard Sieve.
3. The lime shall be uniform in composition, dry and free flowing and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis.
4. Any lime which becomes caked or otherwise damaged making it unsuitable for use, will be rejected.

E. Fertilizer

1. Starter Fertilizer: General starter fertilizer with a nutrient analysis 19-26-5, N-P-K. A minimum of 75% of the total nitrogen 19% is derived from urea and methylene ureas; a minimum of 25% from monoammonium phosphate. A minimum of 2.1% from water-insoluble methylene ureas; remaining 97.9% from water-soluble urea, slowly available methylene urea and monoammonium phosphate. Phosphorus (26%) from monoammonium phosphate; potash (5%) and sulfur as sulfate (1.8%) from potassium sulfate
2. Shall be as determined by a soil test from an approved soil testing laboratory.

F. Water

1. Water shall be supplied by the Contractor unless otherwise specified.
2. The Contractor is responsible for providing and operating all equipment, hoses, etc. for watering throughout the project and until final acceptance of lawn and turf areas by the Landscape Architect.
3. Water shall be suitable for irrigation and free from ingredients harmful to seeded or sodded areas.

G. Herbicides, Pesticides and Fungicides

1. Herbicides, pesticides, and fungicides may be used subject to the approval of the Landscape Architect, and handled by State Licensed operators only.

H. Seed

1. Lawn Seed mixture: Standard grade seed of the most recent season's crop. Seed shall be dry and free of mold. Seed shall be inoculated with endophytes. Submit proposed mixture to the Landscape Architect for approval. Seed mixture shall be as follows:

Lawn Seed Mix

<u>Name of Seed</u>	<u>% by Weight in Mixture</u>	<u>Minimum % Purity</u>	<u>Minimum % Germination</u>
Rebel II, Rebel Jr., or Tribute Tall Fescue	80	95	90
Palmer II Perennial Ryegrass	10	98	90
Nassau, Georgetown, Ram I or Baron Kentucky Bluegrass	10	98	90

I. Hydroseed Mix

1. All work will be carried out by an approved spraying machine specifically used for this work. Amounts of fertilizer used shall reflect recommendations outlined in the Soil Analysis, see Section 2.01 E. The Contractor shall submit to the Landscape Architect for approval, prior to the start of work, a certified statement as to number of pounds of fertilizer, amounts and types of grass seed, and processed fiber, per one hundred (100) gallons of
2. Cellulose Fiber Mulch: Cellulose fiber mulch shall be composed of virgin wood, contain a green color additive, be weed free, and non-polluting, containing no germination or growth - inhibiting factors, similar to Hydro Mulch, manufactured by Conwed Corporation, St. Paul, Minnesota 55113.

J. Compost

1. Compost shall be derived from organic wastes such as food and agricultural residues, animal manures, mixed solid waste and biosolids (treated sewage sludge) that meet all State Environmental Agency requirements. The product shall be well composted, free

of viable weed seeds and contain material of a generally humus nature capable of sustaining growth of vegetation, with no materials toxic to plant growth.

1. Compost shall have the following properties:

<u>Parameters</u>	<u>Range</u>
pH	5.5 – 8.0
Moisture Content	35% - 55%
Soluble Salts	≤ 4.0 mmhos (dS)
C:N ratio	15 – 30:1
Particle Size	< 1"
Organic Matter Content	> 50%
Bulk Density	< 1000 lbs./cubic yard
Foreign Matter	< 1% (dry weight)

2. Compost generator shall also provide minimum available nitrogen and other macro and micro nutrients to determine fertilizer requirements.
3. Compost shall be "AllGro", distributed by AllGro, 4 Liberty Lane West, Hampton, NH 03842; "Agresoil", distributed by Agresource, 100 Main Street, Amesbury, MA 01913; or equal.
4. Guidelines for quantity of compost required to achieve suitable soil organic content in soil mixes for ornamental horticultural planting shall be as recommended by the compost manufacturer.

PART 3 - EXECUTION

3.01 PREPARATION OF SUBSOIL

- A. Subgrade shall be examined to ensure that rough grading and all other subsurface work in lawn areas and other areas to be seeded or sodded is done prior to start of seeding or sodding.
- B. Existing subgrade shall be loosened or scarified to a minimum depth of 3 in. prior to spreading topsoil. Subgrade shall be brought to true and uniform grade, and shall be cleared of stones greater than 3 in., sticks, and other extraneous material.
- C. Prior to spreading topsoil, subsoil should be rough graded to correspond with finish grades as indicated on the Drawings. Subgrade shall slope to allow for subsurface drainage. Depressions shall be filled, and areas which are highly compacted shall be loosened to a depth which is adequate for the passage of gravitational water through the subsoil.
- D. After acceptance of subsoil grades, loosen and mix subgrade material two inches to four inches (2"-4") deep. Remove stones over two (2") inches, sticks, rubbish, and other deleterious materials which may impede the healthy and vigorous growth of grass. Move no heavy objects or machinery, except as necessary for the spreading of topsoil, over sod and seed beds after preparation of subgrade.

- E. Subsoil which becomes compacted due to excessive construction activity shall be loosened as directed by the Landscape Architect at no additional cost to the Owner.

3.02 SPREADING OF TOPSOIL

- A. Immediately after approval of subgrade, evenly spread and lightly compact approved topsoil to finish grades as indicated on the Drawings. Do not spread topsoil which is in a muddy or frozen condition. Handle no topsoil when dry or above the plastic limit. Install a minimum of six (6") inches of topsoil to lawn areas unless otherwise indicated on the Drawings.
- B. When possible, spreading of topsoil shall be performed from the center of the lawn area to the perimeter. Contractor may use alternate spreading pattern as approved in writing by the Landscape Architect.
- C. Caution should be exercised to minimize or eliminate travel over areas previously covered with topsoil. Topsoil which becomes compacted due to excessive construction activity shall be stripped and re-spread, or loosened as directed by the Landscape Architect at no additional cost to the Owner.

3.03 SEED BED PREPARATION

- A. The minimum depth of topsoil in all lawn areas shall be six (6") inches. Contractor is responsible for supplying all topsoil needed from off-site sources if stockpiles are inadequate.
- B. Grade all lawn areas to finish grades as indicated on the Drawings. When no grades are shown, areas shall have a smooth and continuous grade between existing or fixed controls and elevations shown on plans. Roll, scarify, rake and level as necessary to obtain true even lawn surfaces. All lawn areas shall slope to drain. Finish grades shall be approved by the Landscape Architect prior to commencing any seeding work. Install soil additive per manufacturer's instructions and as indicated on the Drawings.
- C. Place soil amendment in the areas of the lawn areas as shown on the Drawings. Follow the manufacturer's recommendations for installation.
- D. Spreading Limestone: Spread ground limestone evenly over the topsoiled surface. Incorporate limestone within the top two (2") inches of soil prior to finish raking. Apply limestone at the rate recommended by the testing and analysis agency.

3.04 FINISH GRADING

- A. Final surface of topsoil immediately before seeding shall be within $\pm 1/2$ in. of required elevation, with no ruts, mounds, ridges, or other faults, and no pockets or low spots in which water can collect. Stones, roots, and other debris greater than 1 in. in any dimension, which are visible at the surface, shall be removed and the resulting holes filled with topsoil, leaving a uniform planar surface.

- B. Finish grade surface with a drag or rake. Round out all breaks in grade, smooth down all lumps and ridges, fill in all holes and crevices. Rolling with a light roller is acceptable, if the surface is scarified afterward.
- C. In the event of settlement, the Contractor shall readjust the work to required finished grade.

3.05 LAWN SEED APPLICATION

- A. Lawn Seed shall be applied in two applications; first shall be by mechanical spreader; second shall be by hydroseeding method as specified below.
- B. First Application: Lawn seed shall be broadcast by means of an approved mechanical spreader, to give a uniform application at the following rates:

<u>Seed</u>	<u>Application Rate</u>
Lawn Seed Mix	218 lbs. / acre (200 s.f. / lb.)

- 1. Seed shall be applied in two equal applications for uniform coverage; direction of travel of spreader for second pass shall be perpendicular to that of the first pass. Seeding shall not be done when it is raining or snowing, or when wind velocity exceeds 5 mph.
 - 2. Following seeding the area shall be lightly raked to mingle seed with top 1/8 to 1/4 in. of soil. Area shall then be fine graded. Stones and other debris greater than 1 in. in any dimension which are visible on surface shall be removed.
- C. Second Application: Seed shall be spread by the hydroseeding method, utilizing power equipment commonly used for that purpose.
 - 1. Seed, lime, fertilizer, and mulch shall be mixed and applied to achieve application quantities specified herein for the conventional seeding method, with mulch applied at the rate of 1,200 lb./acre. Other provisions specified above for conventional seeding shall apply also to hydroseeding.
 - 2. Mulch shall be applied in two stages with 5% to 10% of the quantity applied with seed and the balance applied separately.
 - 3. Seed shall not be placed in water until immediately before application.
 - 4. Centrifugal pumps shall not be used to apply seed mix without fiber mulch. Hand broadcast or use gear pump.
 - 5. Gelscape shall be incorporated at the rate of 15 lb. per acre.
- D. Following seeding and raking, entire area shall be rolled with a hand roller having a weight of 60 to 90 lb./ft. of width, and a minimum diameter of 2 ft. Entire area shall then be watered by use of lawn sprinklers, or other approved means. Initial watering shall continue until the equivalent of a 2 in. depth of water has been applied to entire seeded surface, at a rate which will not dislodge the seed. Watering shall be repeated thereafter as frequently as required to prevent drying of the surface. Lawn areas shall attain an average height of 1/4 in. Watering methods and apparatus which may cause erosion of the surface shall not be permitted.
- E. Rope off entire seeded area to prevent vehicles and pedestrians from entering area.

3.06 FERTILIZING

- A. At the time of seeding and/or sodding, provide one application of the Starter fertilizer at the manufacturers recommended Normal Rate.
- B. Shall be as determined by a soil test from an approved soil testing laboratory.

3.07 LAWN MAINTENANCE

- A. Maintenance of the grass areas shall begin immediately, and generally consist of watering, weeding, mowing and edging, reseeding, disease and insect pest control, repair of all erosion, and any other procedure consistent with good horticultural practice, necessary to insure normal, vigorous and healthy growth.
- B. Maintenance shall also include filling, regrading, and reseeding as necessary to correct depressions caused by settling, subsidence, or other physical or mechanical damage.
- C. Maintenance shall also include all temporary protection fences, barriers, signs and all other work incidental to proper maintenance.
- D. The Contractor shall be responsible for maintenance to establish a uniform stand of the approved grasses until acceptance. After the grass has started, all areas and parts of areas showing poor germination or growth shall be re-seeded, repeatedly, until all areas are covered with a satisfactory growth of grass. At the time of the first cutting, mow lawn with sharp mowing units not less than two and one half (2-1/2") inches high. Lawn shall be maintained between two and one half inches to three and one half inches (2-1/2"-3-1/2") high. Do not remove more than one third (1/3) of the grass blade. All lawns shall receive a minimum of three mowings before Contractor's request for inspection and acceptance. Additional mowings may be required before acceptance.
- E. Watering: The Contractor shall include cost for daily, and if necessary, continuous watering of all grass areas during a normal 8 hour working day. The seed bed shall be maintained in a continuous moist condition, satisfactory for good germination and growth of grass, as specified. Seeded grass areas must be kept in a moist condition until acceptance.
- F. Full and complete written instructions for maintenance of the lawn areas are to be furnished to the Owner, by the Contractor at least ten (10) days prior to the end of the contractual maintenance period, to familiarize him with the maintenance requirements for proper care and development of the lawns.

3.08 INSPECTION AND ACCEPTANCE

- A. The Landscape Architect shall inspect the lawns upon written request by the Contractor. The request shall be received at least ten (10) days before the anticipated date of inspection.
- B. Final acceptance will not be granted until all lawn areas are in satisfactory condition

July 19, 2018
Bid Documents

Natick Dog Park
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- C. If the grass is in satisfactory condition, the Contractor's care and maintenance responsibilities will end. If the grass stand is unsatisfactory, the Contractor's maintenance responsibility shall continue, including a normal program of mowing, irrigation, reseeding, fertilization and repair until an acceptable stand of grass is achieved.

3.09 CLEAN UP

- A. Absolutely no debris may be left on the site. Excavated material shall be removed as directed. Repair any damage to site or structures to restore them to their original condition, as directed by the Landscape Architect, at no cost to the Owner.

END OF SECTION

TURF AND GRASSES
32 92 00-11

Erosion and Sedimentation Control Plan

**Natick Dog Park
Natick, MA
2/2018**

Prepared for Owner:
Town of Natick
13 East Central Street
Natick, Massachusetts

Responsibility:
Owner, or assigns will be responsible for implementation of the Erosion and Sedimentation Control Plan for the Natick Dog Park and for any corrective action required.

The existing Middlesex Path parking area will be expanded to create a dog park as well as additional parking. The plan is to expand the dog park from 17 spaces to approximately 28 spaces of which 2 spaces would be ADA compliant. Parking expansion will be made of pervious material. The Dog Park will be approximately 18,655 square feet. The area within the dog park will be partially vegetated with shade trees, on existing topography with a three to four inch thick wood chip surface. The total area of the project has been minimized to under 40,000 square feet. Construction activities shall be sequenced to minimize simultaneous areas of disturbance.

The proposed park is located on three different parcels including Map 42 Lots 45B, 36 and 37. Lake Cochituate is located over 100 feet to the north of the project site and Fisk pond is located approximately 150 ft to the south of the proposed project. The project is located directly to the north of Route 135 West. 100-year flood elevation based upon the most recent Flood Insurance Rate Map is located on the plans. Leaf litter is proposed to be scraped from the interior of the dog park and the wood chip layer will be placed directly above the A horizon.

Erosion control barriers will be in place and are noted on the plan to provide sedimentation and erosion prevention during construction as well as serve as barriers to divert uncontaminated water around disturbed areas. All Erosion and Sediment Control measures shall be installed and maintained in accordance with Town specifications and good engineering practices. Off-site transport of sediment shall be prevented, including sediment tracked by vehicles leaving the site; On and off-site stockpile areas shall be managed by tarp or temporary seeding to provide protection from erosion and sediment transport.

Applicable Federal, State and local laws and regulations shall be complied with fully including on-site construction and waste materials, waste disposal, sanitary sewer or septic system regulations, and air quality requirements, including dust control.

The proposed activities are not in an area mapped by the Massachusetts Natural Heritage & Endangered Species Program as Endangered, Threatened or Of Special Concern, Estimated Habitats of Rare Wildlife and Certified Vernal Pools, and Priority Habitats of Rare Species.

Interim and permanent stabilization measures shall be instituted on a disturbed area as soon as practicable but no more than fourteen (14) days after construction activity has temporarily or permanently ceased on that portion of the site. Any stockpiles will be bound by erosion control barriers and temporarily seeded and/or tarped if left exposed. Any stockpiling material will be within the bounds of the limit of disturbance as described within the proposed project plans.

Siltation and erosion controls shall be employed prior to the commencement of construction on the site, siltation controls shall be placed to prevent soils or other eroded matter from being deposited onto adjacent properties, rights-of-ways,

public storm drainage system, or wetland or watercourse. In no instance shall the bottom of the filter fabric be laid on the ground surface and simply covered with backfill or stone.

Adequate erosion and sedimentation control measures shall be implemented and maintained in their proper effectiveness during the entire construction phase for the project. Such erosion control measures shall be monitored on a daily basis, or as needed, and be reinforced or replaced when needed, per judgment of the site foreman, owner, and/or Conservation Commission. Such erosion and sedimentation control devices shall remain in place until the site has become stabilized with an adequate vegetative cover.

Dust controls, if required, shall be limited to water. No salts or wetting agents shall be used.

No pesticides, herbicides, or fertilizers shall be applied within the 100 ft. buffer zone or the wetland area without approval of the Commission.

Used petroleum products from the maintenance of construction equipment and construction debris shall be collected and disposed of off-site in a prompt and proper manner. On-site disposal of these materials is not allowed.

Materials and equipment shall be stored in a manner and location, which will minimize the compaction of soils and the concentration of runoff. Equipment fuel storage and refueling operations shall be situated in an upland area at a horizontal distance greater than 100 ft. from the boundaries of the resource areas. If a spill occurs, contaminated soils shall be removed according to guidelines established by the DEP Division of Hazardous Waste.

Approximately 50 cubic yards of on-site, clean, native material will be used to fill in the existing deeper depressions within the limits of the dog park. This fill will come from the material that will be removed from the embankment for the construction of the new parking spaces. Any fill shall contain no trash, refuse, rubbish, or debris. Any unused native fill material will be disposed of according to local, state and federal law.

Timing and sequence of development follows:

Mobilize

Install construction entrance

Tree protection for trees to remain

Cut trees and brush within development area. Stumps to remain

Erosion control measures installed

Tree stumps and brush removed and disposed

Rough grading

Stormwater basins and temporary diversion swales constructed

Establish stockpile areas and protect with erosion control

Final grading

Install site amenities and plant material

Stabilize and seed disturbed areas as soon as practicable but no more than 14 days after work has been completed in that area

The Stormwater Report's hydrology plans shows the pre and post construction watershed boundaries, drainage area and stormwater flow paths.

STORMWATER MANAGEMENT SYSTEM
OPERATION AND MAINTENANCE PLAN
LONG TERM POLLUTION PREVENTION PLAN

Natick Dog Park
Natick, MA

12/2017

PREPARED FOR:

Town of Natick
13 East Central Street
Natick, Massachusetts

RESPONSIBILITY:

Owner, or assigns will be responsible for implementation of the Operation and Maintenance Plan for the stormwater management system and Long-Term Pollution Prevention Plan for the Natick Dog Park and for any corrective action required.

SITE CONDITIONS:

The stormwater management system for the site includes porous pavers, closed drainage system, infiltration basins.

INFILTRATION BASIN(S) AND/OR DETENTION BASIN(S):

1. The basin(s) shall be inspected for accumulated sediment at least twice per year and sediment shall be removed when depth is 12 inches or at least once every 10 years.
2. Basins shall be inspected at least twice per year and immediately following large storm events to determine if the basin is functioning as intended. Inspections should be conducted during wet weather to determine if the basin is meeting the targeted detention times (24-hour average detention time). The basins shall be checked for slope integrity, soil moisture, vegetative health, soil stability, soil compaction, soil erosion, ponding, and sedimentation. Any necessary repairs shall be made immediately.
3. During the first few months following construction, the basin shall be inspected to ensure that the proposed vegetation becomes adequately established.
4. At least twice during the growing season, the basin, side slopes, and embankments shall be mowed and accumulated trash and debris removed.
5. To maintain the dense growth of vegetation, periodic reseeding shall be performed.

6. Basins shall not be used for snow removal and yard waste disposal.
7. Outlet control structures, headwalls, and riprap aprons or riprap stilling basins shall be checked a minimum of once per year for evidence of clogging or flow restrictions and cleared as necessary. Any debris or accumulated sediments which could hinder flows shall be removed and disposed.

LAWN/LANDSCAPE MAINTENANCE:

1. Perform a Spring Clean-up of the entire property and perimeter to include lawn areas and plant beds. Typically, this activity is conducted in the months of March/ April.
 - a. Remove and dispose of leaves, branches, debris, and litter off site in environmentally approved manner.
 - b. All lawn areas to be thatched, then raked or blown to remove thatch.
 - c. All plant beds, walks and garden edges to be power edged.
2. All dead or dying plant material shall be replaced upon the completion of the Spring Clean Up.
3. Perform a Fall Clean-up of the entire property and perimeter to include lawn areas and plant beds. Typically, this activity is performed and all areas cleaned before the first snow fall.
 - a. Remove and dispose of dead or dying annual plantings, leaves, branches, pine cones, needles, acorns debris, and litter off site in environmentally approved manner.
 - b. Cut back perennials and ornamental grasses.
4. Mulching
 - a. Turning of existing mulch beds and adding new mulch to be performed in the spring, during/ after spring clean-up. Care shall be taken not to uproot any dormant perennials or ornamental grasses.
 - b. Add new mulch to bed areas. Care shall be taken not to bury any dormant perennials or ornamental grasses.
 - c. New mulch to be dark brown shredded pine bark applied after spring clean-up.
5. Mowings
 - a. Lawn-turf control includes all maintenance required to produce green and healthy grass, and include on average 30 weekly mowings for lawn areas within the limits of the development.
 - b. The use of mulching equipment is desired to allow clippings to add nutrients back to the soil. Clippings to be bagged in areas adjacent to the sidewalks and porous pavers. Mulched clippings shall not be bagged in other areas unless otherwise approved.
 - c. Remove and dispose of any clippings or maintenance debris off site in an environmentally approved manner.
 - d. Sidewalks and the parking lot shall be blown off following mowing to remove grass clippings'

December 2017

6. Limit lawn watering: chose drought-tolerant landscaping and grasses, and use mulch and compost to retain moisture.
7. Under no circumstance shall the stormwater management system be used for yard waste and landscape debris.

DEICING:

1. The use and loading rates for application of deicing salts should be limited to the minimum required to maintain safe vehicular and pedestrian travel.
2. Alternative materials such as sand or gravel, calcium chloride, and calcium magnesium acetate should be considered in areas adjacent stormwater management facilities and resource areas.
3. No deicing materials shall be stored anywhere on site.

SNOW MANAGEMENT:

1. Snow shall be stockpiled in pervious areas as indicated on the plans where it can slowly infiltrate. Under no circumstance shall the stormwater management system be used for snow storage.
2. Avoid dumping/piling snow over catch basins or in drainage channels to prevent blockages and localized flooding of the drainage system.
3. The Owner shall be responsible to manage snow storage on-site and to ensure that snow is not stockpiled in the basins.
4. Snow beyond the capacity of the snow storage areas shown on the plans shall be removed from the site within 48 hours.
5. Sediments deposited from the snow storage areas shall be removed every spring.

SWEEPING OF PAVED SURFACES:

1. All paved surfaces on-site including driveways, walkways and parking areas both paved and porous pavers areas shall be swept at least once annually to remove accumulations of sand, silt, leaves, and other debris.
2. Sweeping should occur in March/April after snowmelt has occurred and thaw has begun. Sweepings shall be disposed of at an appropriate location away from resource areas (wetlands or waterways) and stormwater management facilities.

WOOD CHIP SURFACE:

1. The wood chip surface within the limits of the dog park shall be monitored every spring and fall to ensure there is a 3-4" depth of wood chips at all times.

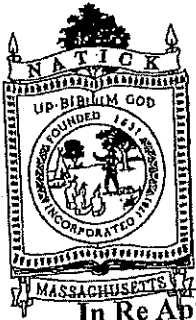
2. Existing wood chips shall remain in place and new wood chips shall be added to the surface as necessary.
3. Wood chips shall be delivered to the site via the maintenance drive and spread immediately upon delivery.

POROUS PAVERS:

1. No materials shall be stockpiled on the porous pavers.
2. Grass clippings and debris shall be blown, collected and removed from pavers after lawn areas have been mowed.
3. Monitor pavers for proper infiltration after large rain events.
4. Remove visible weeds and sediment from paver joints. Vacuum debris and replenish joints with specified aggregate as necessary.
5. See sweeping of paved surfaces sections above. Additional sweeping of porous pavers shall occur in the fall prior to the first snow fall.
6. Refer to manufacturer's maintenance guide for additional maintenance guidelines.

CRUSHED STONE FINES MAINTENANCE DRIVE:

1. The crushed stone surface within the limits of the maintenance drive shall be monitored every spring and fall to ensure there is a minimum 2 ½" depth of granite chip stone. Base material shall not be disturbed.
2. Additional stone shall be provided and compacted in place to ensure minimum depth as necessary.



**COMMUNITY AND ECONOMIC
DEVELOPMENT**
BEFORE THE NATICK PLANNING BOARD

BUILDING

PLANNING

ZONING

CONSERVATION

In Re Application of:
Middlesex Path Dog Park
111 West Central Street
Natick, MA 01760

Decision: 19-18

Parcel: Assessors' Maps 42, Lot 45B
Map 42 Lot 36
Map 42 Lot 37

SPECIAL PERMIT - AQUIFER PROTECTION DISTRICT

Statement of Facts:

This decision relates to the renovations to the park at the Middlesex Path for a proposed Dog Park, including the creation of a dog park area, walking paths, and additional parking. A site plan was prepared by Waterman Design Group, 31 East Main St Westborough, MA and consists of the following drawings:

<u>Sheet</u>	<u>Title</u>	<u>Last Revision Date</u>
C1.01	Existing Conditions Plan	March 7, 2018
C2.01	Layout, Materials and Planting Plan	March 7, 2018
C3.01	Grading, Drainage and Utilities Plan	March 7, 2018
C4.01	Details	March 7, 2018
C4.02	Details	March 7, 2018
C4.03	Details	March 7, 2018
C4.04	Details	March 7, 2018
C4.05	Details	March 7, 2018
C4.06	Details	March 7, 2018

Statement of Facts of Public Hearing:

Notice of the Public Hearing by the Board on the matter of Aquifer Protection District was published in the Metro West Daily News on February 13, 2018, and then again on February 20, 2018. Notice of the hearing was also sent to all "parties of interest" as certified by the Boards of Assessors of the Town of Natick and posted in the Town Hall as required by Chapter 40A, Section 11, Massachusetts General Laws.

The Public Hearing by the Board on the matter of Aquifer Protection District was held on February 28, 2018, continued to March 7, 2018 and March 14, 2018, when the Board voted to close the Public Hearing.

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At the public hearings, the Applicant presented testimony on behalf of the Application and comments were received from the public and Town Departments.

Reports of Town Agencies:

Board received final reports from Health Department Director, Jim White, dated December 4, 2017. Victoria Parsons, Conservation Agent and General Planner received comments via e-mail from the Town Engineer, William McDowell, on October 19, 2017. Board received reports from Victoria Parsons, Conservation Agent and General Planner, dated December 6, 2017 and January 10, 2018. A memo from Dave Gusmini was received on January 2, 2018. Such reports are retained in the files of the Board.

Findings:

After considering all of the information and materials that it has received, including the Plans, reports of the Applicant's consultants, correspondence it has received and comments made at the Public Hearing, the Board makes the following findings relative to the Applicant's compliance with the requirements of Development in the Aquifer Protection District.

A. Aquifer Protection District Section III-A.5

The purpose and intent of the Aquifer Protection District (hereinafter referred to as "APD") is to protect, preserve and maintain the existing and potential groundwater supply and recharge areas within the Town of Natick by the imposition of conditions, when necessary, for use of the underlying land.

Section III-A.5 (4) sets forth the Permitted Uses within the APD. The section states that unless prohibited by other sections of the Zoning Bylaw, the uses permitted by the underlying district, either as a matter of right or pursuant to a special permit shall continue to be permitted uses in the APD.

The parcel is located in the Residential Single A (RSA) Zoning District the Applicant has proposed to install a dog park (an Institutional/Allowed Use) and as such the proposed use is a Permitted Use under Section III-A.5 (4).

Section III-A.5 (5) sets forth the Prohibited Uses within the APD. This section provides the specific uses that are prohibited from occurring within the APD. The Board finds that the project is not considered a "Prohibited Use" under Section III-A.5 (5).

The Board specifically finds that the project is not considered to include the "disposal of liquid or leachable waste" per Section III-A.5 (5b) of the Natick Zoning Bylaws. The Board determined that:

- The project does not include an act of "disposal" (i.e. the bringing of liquid or leachable waste to the site from offsite.)
- There is no overt act to transfer, alienate, or direct the ownership of property or substance(s).
- There is no prior collection or concentration of material or substance that is brought to the site.
- There are no collection points or engineered systems by which liquid or leachable waste is being disposed of on site as part of the project.

Board finds that the sole incursion to a level below 5 feet above the existing approximate spring high water level is a specifically designed infiltration component of site drainage.

Section III-A.5 (7) sets forth the Special Procedures for the issuance of a Special Permit in the APD. The site lies within the Aquifer Protection District (APD). The APD regulation (Section III-A.5 (7), Special Procedures Regarding the Issuance of Special Permits in the APD District) requires: "...a design to maintain aquifer recharge at pre-permit amounts where the impervious surface will exceed 20% of the lot area, and a design to cleanse and filter the runoff from such impervious surfaces recharged to the aquifer...." The Board finds the design 1) does not create a condition where 20% of impervious surface area is exceeded, and 2) the design conforms to the intent of the APD.

Pursuant to Section III-A.5 (7) (d), the Board makes the following findings relative to the Applicant's proposal:

1. The parcel is located in the Residential Single A (RSA) Zoning District and the Aquifer Protection District and the proposed use is consistent with the purpose and intent of the RSA District and the APD.
2. The proposed use is appropriate to the natural topography, soils and other characteristics of the site.
3. The Applicant's proposal includes a variety of environmental remediation steps, including the installation of a groundwater monitoring well for pre-use and future testing as deemed necessary, which will benefit (and ensure no negative impact to) the Aquifer.
4. The proposed use will not have a detrimental impact on the Aquifer water supply during construction or thereafter, and such impact will be confirmed through the installation of a groundwater monitoring well for pre-use and future testing as deemed necessary.

Decision:

After deliberation and consideration of all of the foregoing, and after making the specific findings as set forth herein, the Planning Board, at its meeting on March 14, 2018, voted to **approve** the grant of a Special Permit pursuant to Section III-A.5 of the Natick Zoning By-Laws, subject to the following condition:

- The applicant shall install a groundwater monitoring well proximate to the proposed use. An initial test of the groundwater shall occur prior to the use of the site as a dog park. The monitoring well shall remain functional for future testing, as deemed necessary by the Conservation Commission or Planning Board.
- The site is subject to the Operation and Maintenance Plan approved by the Conservation Commission, dated December 2017 and which is incorporated into this Decision by reference.


NATICK PLANNING BOARD

<u>John May</u>	<u>Yes</u>	<u>Joe Wood</u>	<u>yes</u>
<u>John May</u>	<u>Yes</u>	<u>Emilia</u>	<u>yes</u>

Date: March 14, 2018

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JUDGMENT ON MOTION TO DISMISS		Trial Court of Massachusetts The Superior Court 
DOCKET NUMBER 1881CV01009		Michael A. Sullivan, Clerk of Court Middlesex County
CASE NAME Melissa E Probst et al vs. Town of Natick Planning Board et al		COURT NAME & ADDRESS Middlesex County Superior Court - Woburn 200 Trade Center Woburn, MA 01801
JUDGMENT FOR THE FOLLOWING DEFENDANT(S) (See page two for additional Defendants) Town of Natick Planning Board Andrew Meyer As Chairperson of Planning Board Natick Terri Evans As member of Planning Board Natick Glen Glater As member of Planning Board Natick Julian Munnich As member of Planning Board Natick Peter Nottonson As member of Planning Board Natick		
JUDGMENT AGAINST THE FOLLOWING PLAINTIFF(S) Probst, Melissa E Kenny, J Barr		
<p>This action came on before the Court, Hon. Christopher K Barry-Smith, presiding, and upon review of the motion to dismiss pursuant to Mass. R.Civ.P. 12(b),</p> <p>It is ORDERED AND ADJUDGED:</p> <p>That the plaintiff's complaint be and hereby is DISMISSED.</p>		
DATE JUDGMENT ENTERED 03/08/2019	<i>Deputy</i> CLERK OF COURTS/ ASST. CLERK <i>X. Doreen Certusi</i>	

JUDGMENT ON MOTION TO DISMISS ADDITIONAL PARTIES TO THE JUDGMENT	DOCKET NUMBER 1881CV01009	Trial Court of Massachusetts The Superior Court
ADDITIONAL DEFENDANT(S) TO THE JUDGMENT: Wadsworth, Planning Board Natick Associate Member, John		
ADDITIONAL PLAINTIFF(S) TO THE JUDGMENT:		
DATE JUDGMENT ENTERED 03/08/2019	<i>Deputy</i> CLERK OF COURTS/ ASST. CLERK X <i>Doreen Certusi</i>	


Date/Time Printed: 03-08-2019 12:08:09

SCV0831 03/2016

CERTIFICATE OF SERVICE

I, Karis L. North, hereby certify that I have this day forwarded a copy of the foregoing document via First Class Mail to the following counsel of record:

Irfan Nasrullah, Esq.
Law Office of Irfan Nasrullah
81 Main Street
Hopkinton, MA 01748


Karis L. North

Dated: August 23, 2018

1076126

3/8/19. After hearing and substantially, for the reasons set forth in Natick's motion and memorandum, the motion to dismiss is allowed due to plaintiffs failure to conform to the procedural requirements of G.L.c. 40A, §17. Specifically, plaintiffs failed to provide the Natick clerk with notice of this action, together with the complaint within 20 days of the decision which plaintiffs appeal. This 20 day period coincides with the 20 day period in which plaintiffs must file the complaint. Here, the special permit ~~was~~ was issued on March 20, 2018. Plaintiffs filed their complaint by April 9, 2018 but did not file notice with the clerk.

Plaintiff posits that the second paragraph provides an alternative procedure when a complaint is filed, as this one was, by a third party who was not the applicant, appellant or petitioner below. However, paragraph 1 of §17 by its terms applies to third parties ("Any person aggrieved... whether or not previously a party to the proceeding..."). The second paragraph thus provides obligations in addition to the first paragraph, not supplanting them. Because these procedural requirements are jurisdictional, and strictly construed, the complaint is dismissed. See memorandum in support and cases cited. So ordered.

 J.



**COMMUNITY AND ECONOMIC
DEVELOPMENT
BEFORE THE NATICK PLANNING BOARD**

BUILDING

PLANNING

ZONING

CONSERVATION

**In Re Application of:
Middlesex Path Dog Park
111 West Central Street
Natick, MA 01760**

Decision: 19-18

**Parcel: Assessors' Maps 42, Lot 45B
Map 42 Lot 36
Map 42 Lot 37**

SPECIAL PERMIT - AQUIFER PROTECTION DISTRICT

Statement of Facts:

This decision relates to the renovations to the park at the Middlesex Path for a proposed Dog Park, including the creation of a dog park area, walking paths, and additional parking. A site plan was prepared by Waterman Design Group, 31 East Main St Westborough, MA and consists of the following drawings:

<u>Sheet</u>	<u>Title</u>	<u>Last Revision Date</u>
C1.01	Existing Conditions Plan	March 7, 2018
C2.01	Layout, Materials and Planting Plan	March 7, 2018
C3.01	Grading, Drainage and Utilities Plan	March 7, 2018
C4.01	Details	March 7, 2018
C4.02	Details	March 7, 2018
C4.03	Details	March 7, 2018
C4.04	Details	March 7, 2018
C4.05	Details	March 7, 2018
C4.06	Details	March 7, 2018

Statement of Facts of Public Hearing:

Notice of the Public Hearing by the Board on the matter of Aquifer Protection District was published in the MetroWest Daily News on February 13, 2018, and then again on February 20, 2018. Notice of the hearing was also sent to all "parties of interest" as certified by the Boards of Assessors of the Town of Natick and posted in the Town Hall as required by Chapter 40A, Section 11, Massachusetts General Laws.

The Public Hearing by the Board on the matter of Aquifer Protection District was held on February 28, 2018, continued to March 7, 2018 and March 14, 2018, when the Board voted to close the Public Hearing.

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At the public hearings, the Applicant presented testimony on behalf of the Application and comments were received from the public and Town Departments.

Reports of Town Agencies:

Board received final reports from Health Department Director, Jim White, dated December 4, 2017. Victoria Parsons, Conservation Agent and General Planner received comments via e-mail from the Town Engineer, William McDowell, on October 19, 2017. Board received reports from Victoria Parsons, Conservation Agent and General Planner, dated December 6, 2017 and January 10, 2018. A memo from Dave Gusmini was received on January 2, 2018. Such reports are retained in the files of the Board.

Findings:

After considering all of the information and materials that it has received, including the Plans, reports of the Applicant's consultants, correspondence it has received and comments made at the Public Hearing, the Board makes the following findings relative to the Applicant's compliance with the requirements of Development in the Aquifer Protection District.

A. Aquifer Protection District Section III-A.5

The purpose and intent of the Aquifer Protection District (hereinafter referred to as "APD") is to protect, preserve and maintain the existing and potential groundwater supply and recharge areas within the Town of Natick by the imposition of conditions, when necessary, for use of the underlying land.

Section III-A.5 (4) sets forth the Permitted Uses within the APD. The section states that unless prohibited by other sections of the Zoning Bylaw, the uses permitted by the underlying district, either as a matter of right or pursuant to a special permit shall continue to be permitted uses in the APD.

The parcel is located in the Residential Single A (RSA) Zoning District the Applicant has proposed to install a dog park (an Institutional/Allowed Use) and as such the proposed use is a Permitted Use under Section III-A.5 (4).

Section III-A.5 (5) sets forth the Prohibited Uses within the APD. This section provides the specific uses that are prohibited from occurring with the APD. The Board finds that the project is not considered a "Prohibited Use" under Section III-A.5 (5).

The Board specifically finds that the project is not considered to include the "disposal of liquid or leachable waste" per Section III-A.5 (5b) of the Natick Zoning Bylaws. The Board determined that:

- The project does not include an act of "disposal" (i.e. the bringing of liquid or leachable waste to the site from offsite.)
- There is no overt act to transfer, alienate, or direct the ownership of property or substance(s).
- There is no prior collection or concentration of material or substance that is brought to the site.
- There are no collection points or engineered systems by which liquid or leachable waste is being disposed of on site as part of the project.

Board finds that the sole incursion to a level below 5 feet above the existing approximate spring high water level is a specifically designed infiltration component of site drainage.

Section III-A.5 (7) sets forth the Special Procedures for the issuance of a Special Permit in the APD. The site lies within the Aquifer Protection District (APD). The APD regulation (Section III-A.5 (7), Special Procedures Regarding the Issuance of Special Permits in the APD District) requires: "...a design to maintain aquifer recharge at pre-permit amounts where the impervious surface will exceed 20% of the lot area, and a design to cleanse and filter the runoff from such impervious surfaces recharged to the aquifer...." The Board finds the design 1) does not create a condition where 20% of impervious surface area is exceeded, and 2) the design conforms to the intent of the APD.

Pursuant to Section III-A.5 (7) (d), the Board makes the following findings relative to the Applicant's proposal:

1. The parcel is located in the Residential Single A (RSA) Zoning District and the Aquifer Protection District and the proposed use is consistent with the purpose and intent of the RSA District and the APD.
2. The proposed use is appropriate to the natural topography, soils and other characteristics of the site.
3. The Applicant's proposal includes a variety of environmental remediation steps, including the installation of a groundwater monitoring well for pre-use and future testing as deemed necessary, which will benefit (and ensure no negative impact to) the Aquifer.
4. The proposed use will not have a detrimental impact on the Aquifer water supply during construction or thereafter, and such impact will be confirmed through the installation of a groundwater monitoring well for pre-use and future testing as deemed necessary.

Decision:

After deliberation and consideration of all of the foregoing, and after making the specific findings as set forth herein, the Planning Board, at its meeting on March 14, 2018, voted to approve the grant of a Special Permit pursuant to Section III-A.5 of the Natick Zoning By-Laws, subject to the following condition:

- The applicant shall install a groundwater monitoring well proximate to the proposed use. An initial test of the groundwater shall occur prior to the use of the site as a dog park. The monitoring well shall remain functional for future testing, as deemed necessary by the Conservation Commission or Planning Board.
- The site is subject to the Operation and Maintenance Plan approved by the Conservation Commission, dated December 2017 and which is incorporated into this Decision by reference.

NATICK PLANNING BOARD

<u>John May</u>	<u>Yes</u>	<u>Joe Woot</u>	<u>yes</u>
<u>John May</u>	<u>Yes</u>	<u>Emilia</u>	<u>yes</u>
_____	_____	_____	_____

Date: March 14, 2018

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COMMUNITY AND ECONOMIC DEVELOPMENT

BEFORE THE NATICK PLANNING BOARD

BUILDING

PLANNING

ZONING

CONSERVATION

In Re Application of:
Middlesex Path Dog Park
111 West Central Street
Natick, MA 01760

Decision: 20-18

Parcel: Assessors' Maps 42, Lot 45B
Map 42 Lot 36
Map 42 Lot 37

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TOWN CLERK-NATICK

SITE PLAN APPROVAL

Statement of Facts:

This decision relates to the renovations to the park at the Middlesex Path for a proposed Dog Park, including the creation of a dog park area, walking paths, and additional parking. A site plan was prepared by Waterman Design Group, 31 East Main St Westborough, MA and consists of the following drawings:

<u>Sheet</u>	<u>Title</u>	<u>Last Revision Date</u>
C1.01	Existing Conditions Plan	March 7, 2018
C2.01	Layout, Materials and Planting Plan	March 7, 2018
C3.01	Grading, Drainage and Utilities Plan	March 7, 2018
C4.01	Details	March 7, 2018
C4.02	Details	March 7, 2018
C4.03	Details	March 7, 2018
C4.04	Details	March 7, 2018
C4.05	Details	March 7, 2018
C4.06	Details	March 7, 2018

Statement of Facts of Public Hearing:

Notice of the Public Hearing by the Board on the matter of Site Plan Approval was published in the MetroWest Daily News on November 22, 2017, and then again on November 29, 2017. Notice of the hearing was also sent to all "parties of interest" as certified by the Boards of Assessors of the Town of Natick and posted in the Town Hall as required by Chapter 40A, Section 11, Massachusetts General Laws.

The Public Hearing by the Board on the matter of Site Plan Review was commenced on December 6, 2017 and was continued to January 10, 2018, January 24, 2018, February 28, 2018, March 7, 2018, and March 14, 2018 when the Board voted to close the Public Hearing.

At the public hearings, the Applicant presented testimony on behalf of the Application and comments were received from the public and Town Departments.

Reports of Town Agencies:

Board received final reports from Health Department Director, Jim White, dated December 4, 2017. Victoria Parsons, Conservation Agent and General Planner received comments via e-mail from the Town Engineer, William McDowell, on October 19, 2017. Board received reports from Victoria Parsons, Conservation Agent and General Planner, dated December 6, 2017 and January 10, 2018. A memo from Dave Gusmini was received on January 2, 2018. Such reports are retained in the files of the Board.

Findings:

After considering all of the information and materials that it has received, the Board makes the following findings:

1. The parcel is located in the Residential Single A (RSA) Zoning District and the Planning Board is acting as the SPGA (Special Permit Granting Authority) for Site Plan Review under Section VI-DD of the Zoning Bylaws. The Planning Board does not have jurisdiction to consider the appropriateness of the proposed use at the proposed site, as this is under the jurisdiction of other Town boards/committees.
2. The Site Plan as referenced within this decision is in compliance with Section VI-DD.3 of the Natick Zoning By-Laws (Site Plan General Requirements).
3. The project/applicant is granted the requested waiver from the submission of a Traffic Study due to the use's minimal impact to the area roadway network and anticipated peak usage times, which are during non-peak times of the main access road to the project site (Route 135).

4. With respect to the criteria for approval required by Section VI-DD.5a-f of the Natick Zoning By-Laws, the following findings are made:
- a. Compliance with Zoning By-Law: The project complies with all other provisions of the Zoning By-Law.
 - b. Protection of Adjoining Premises: The project seeks to protect adjoining premises by improving drainage, landscaping, and access through numerous site improvements.
 - c. Convenience and Safety of Vehicular and Pedestrian Movement: Site vehicular access is not changing. Upgrades are proposed to existing site pedestrian circulation and the future site plan provides for adequate convenience and safety of pedestrian and vehicle movement.
 - d. Disposal of Wastes: No disposal of waste is considered on site for this project. All incidental waste will be disposed of properly off site as noted in the Operations and Maintenance plan for the site.
 - e. Prevention of Pollution: Site upgrades are proposed to ensure the prevention of pollution and/or site runoff including the installation of bio-retention areas, use of pervious surface materials, and the use of materials within the project area (i.e. wood chips), where appropriate.
 - f. Protection of Significant Features: The project does not impact significant site features, and improves existing site features through the removal of invasive plant species, dead or dying hazard trees, and the installation of new native trees and plantings to the site.
5. With respect to the standards for Site Plan Review required by Section VI-DD.6, the following findings are made for the project:
- a. Preservation of Landscape: The final site plan adequately preserves the existing landscape and provides improved landscaping associated with the area being disturbed.
 - b. Relation of Buildings to Environment: No buildings are proposed on site.
 - c. Open Space: The site remains as open space for the enjoyment of the public.
 - d. Circulation: As noted in Finding 4. c.; significant improvements occur to site circulation for vehicles and pedestrians
 - i. Vehicular entrances and access from existing streets: No changes are proposed.
 - ii. Access points, interior circulation, parking: Significant upgrades are made to ensure ADA compliance and multiple access points for all users of the park. The approved plans include areas for the expansion of parking if required in future.
 - iii. Pedestrian circulation, walkways, access points, separation of pedestrian and vehicular traffic: Significant upgrades are made to ensure ADA compliance and multiple access points for all users of the park, and to protect such users from vehicular access to/from the park.
 - e. Surface Water Drainage: significant upgrades are proposed to mitigate/retain surface water drainage from the project on site;



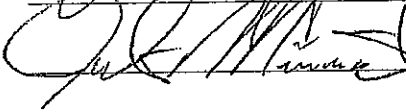
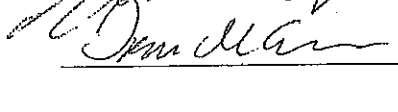
- f. Groundwater Recharge and Quality Preservation: In conjunction with surface drainage improvements, significant upgrades are proposed to improve/mitigate groundwater recharge and quality from the project,
- g. Utilities: The project includes the installation of a new water line to the site, which is adequate for the project.
- h. Advertising: No signage proposed at this time.
- i. Other Site Features: No other site features.
- j. Safety: The site improvements are situated to facilitate accessibility and visibility by fire, police and other emergency personnel and equipment.

Decision:

After deliberation and consideration of all of the foregoing, and after making the specific findings as set forth herein, the Planning Board, at its meeting on March 14, 2018, voted to **grant** Site Plan Approval pursuant to Section VI-DD of the Natick Zoning Bylaws, subject to the following conditions:

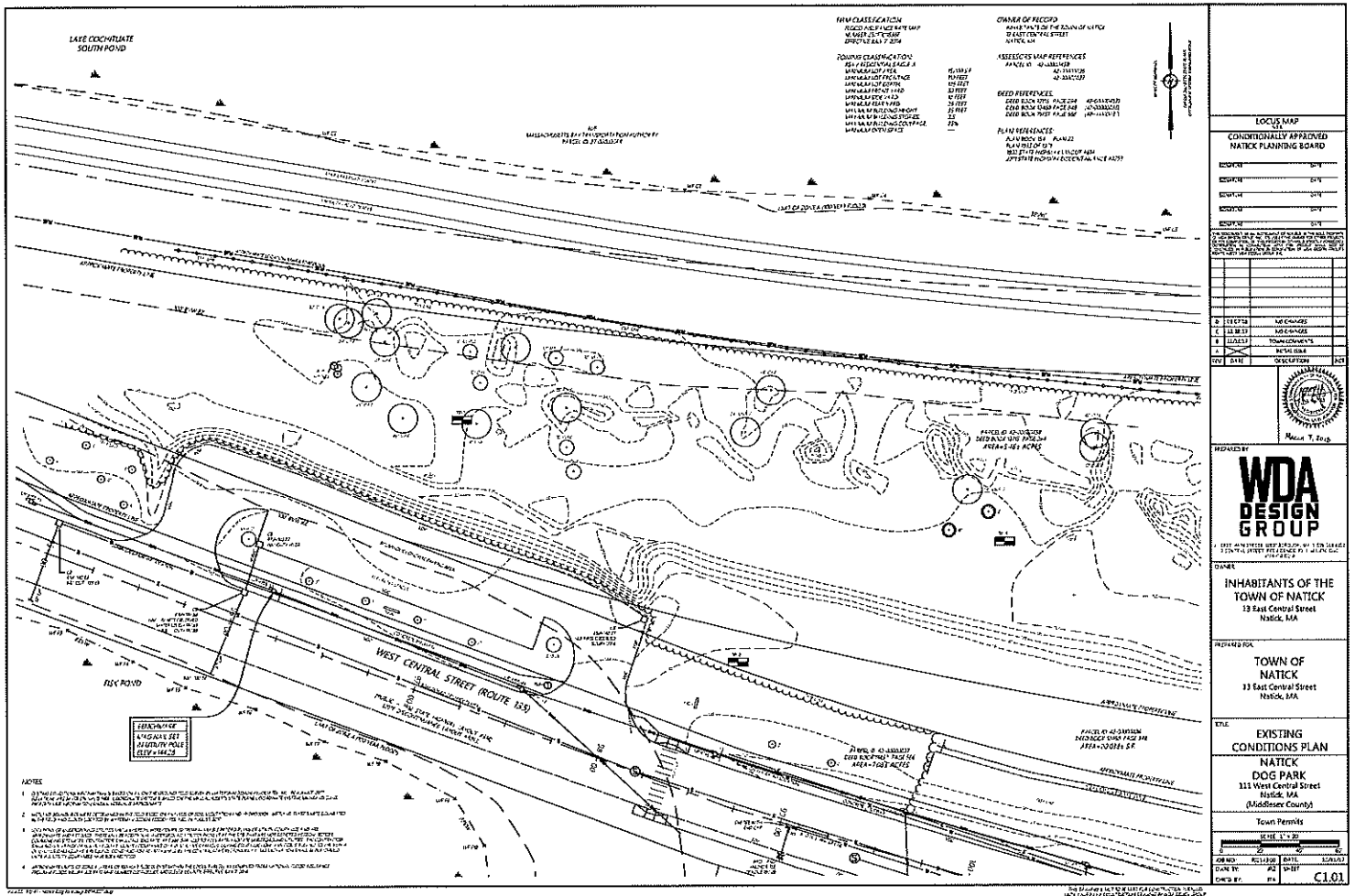
1. Any proposed construction, changes or modifications to site parking, sidewalks, or vehicle circulation not included as outlined within this decision, shall be brought before the Planning Board for review prior to completion;
2. The project shall comply with all requirements as outlined in Section III-A.5(5) (Aquifer Protection District) of the Natick Zoning Bylaw.
3. All construction shall be carried out generally in accordance with the Final Site Plan in all material respects.
4. A copy of the approved Final Site Plan and a digital file copy in a file format acceptable to CED and DPW shall be provided to the Board prior to the start of construction,
5. The applicant shall install a groundwater monitoring well proximate to the proposed use. An initial test of the groundwater shall occur prior to the use of the site as a dog park. The monitoring well shall remain functional for future testing, as deemed necessary by the Conservation Commission or Planning Board.
6. The site is subject to an Operation and Maintenance Plan approved by the Conservation Commission, dated December 2017 and which is incorporated into this Decision by reference.

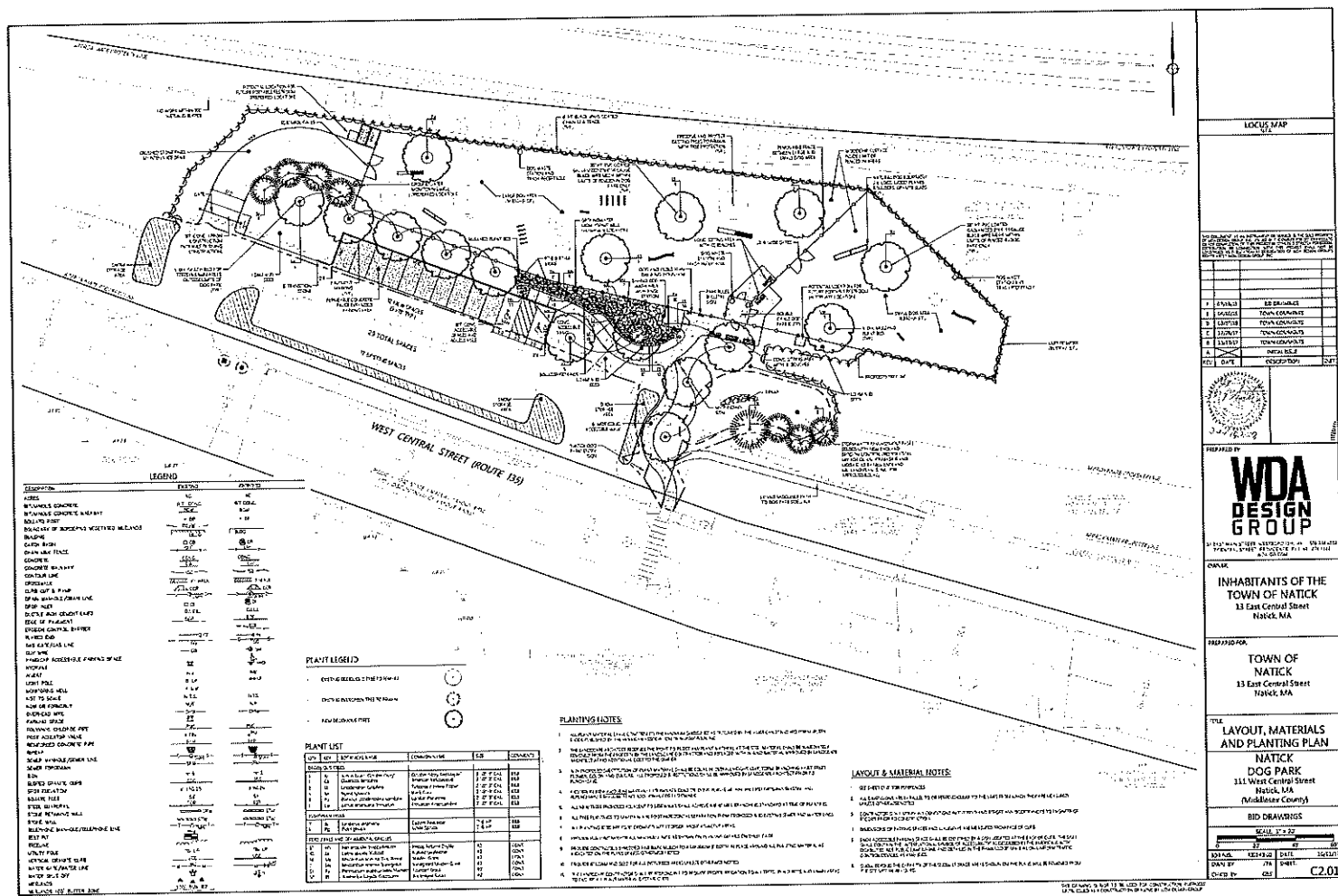
NATICK PLANNING BOARD

	Yes		yes
	YES		YES

Date: March 14, 2018

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LOCUS MAP

1	6/23/83	ED DRAKOWICZ
2	6/23/83	TONY COVATTA
3	6/27/83	TONY COVATTA
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PREPARED BY
**WDA
DESIGN
GROUP**

**INHABITANTS OF THE
TOWN OF NATICK**
13 East Central Street
Natick, MA

TOWN OF
NATICK
13 East Central Street
Natick, MA

**THE
LAYOUT, MATERIALS
AND PLANTING PLAN**

**NATICK
DOG PARK**
111 West Central Street
Natick, MA
(Middlesex County)

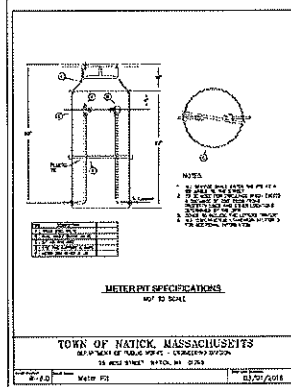
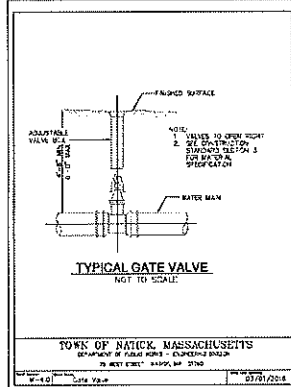
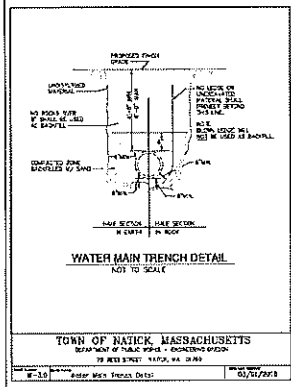
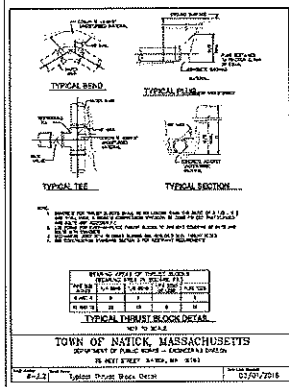
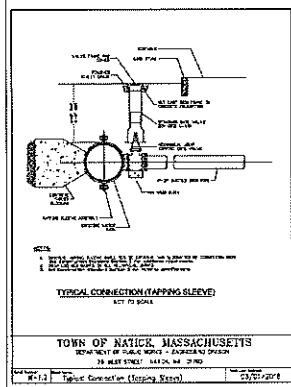
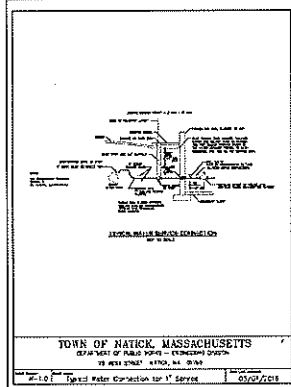
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SCALE: 3" = 20'

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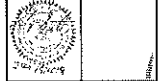
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LOCUS MAP

NO.	DATE	DESCRIPTION	BY
1	03/04/18	ISSUED FOR PERMIT	WDA
2	05/07/18	REVISED	WDA
3	06/04/18	REVISED	WDA
4	06/04/18	REVISED	WDA
5	06/04/18	REVISED	WDA
6	06/04/18	REVISED	WDA
7	06/04/18	REVISED	WDA
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9	06/04/18	REVISED	WDA
10	06/04/18	REVISED	WDA



WDA DESIGN GROUP
111 West Central Street, Suite 200
Natick, MA 02445
TEL: 508.646.1234
WWW.WDADesign.com

INHABITANTS OF THE TOWN OF NATICK
35 East Central Street
Natick, MA

TOWN OF NATICK
35 East Central Street
Natick, MA

DETAILS

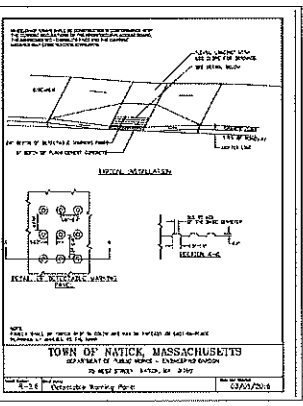
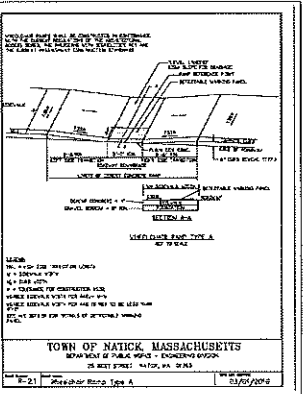
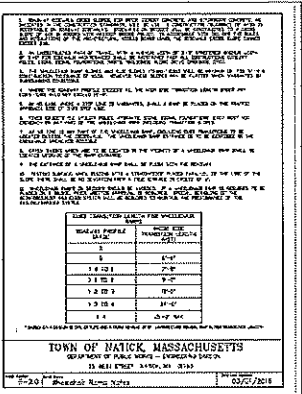
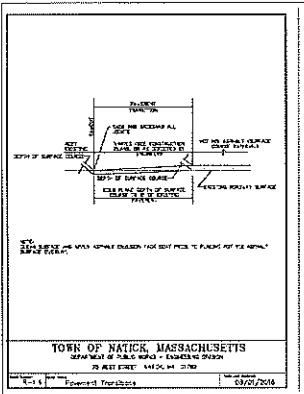
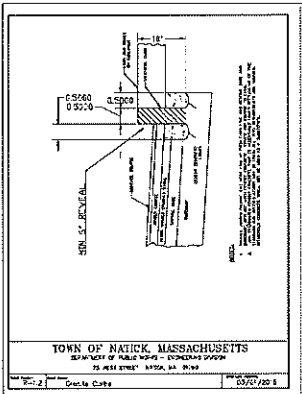
NATICK DOG PARK
311 West Central Street
Natick, MA
(Middlesex County)

BID DRAWINGS

DATE: 07/01/2018
DRAWN BY: WDA
CHECKED BY: WDA
SCALE: C4.02

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LOCUS MAP

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	03/03/2018
2	ISSUED FOR PERMIT	03/03/2018
3	ISSUED FOR PERMIT	03/03/2018
4	ISSUED FOR PERMIT	03/03/2018
5	ISSUED FOR PERMIT	03/03/2018
6	ISSUED FOR PERMIT	03/03/2018
7	ISSUED FOR PERMIT	03/03/2018
8	ISSUED FOR PERMIT	03/03/2018
9	ISSUED FOR PERMIT	03/03/2018
10	ISSUED FOR PERMIT	03/03/2018



WDA
DESIGN
GROUP

INHABITANTS OF THE
TOWN OF NATICK
10 East Central Street
Natick, MA

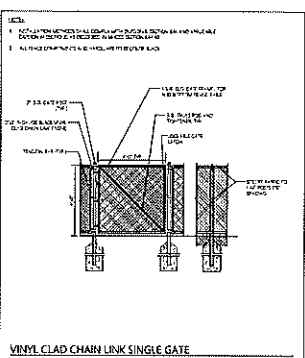
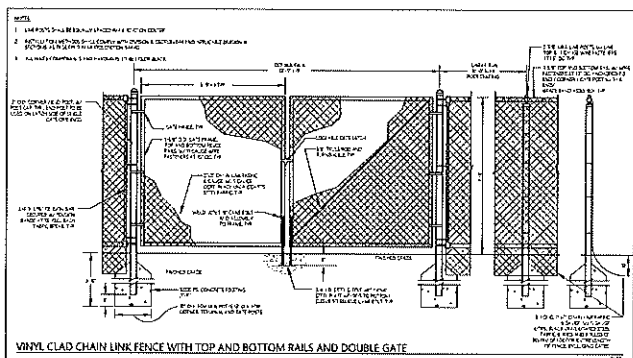
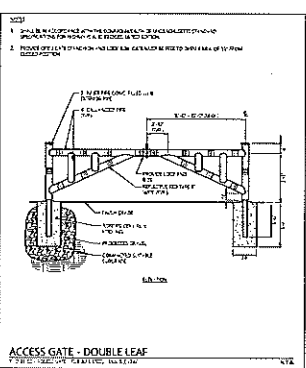
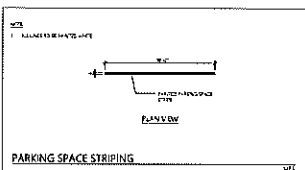
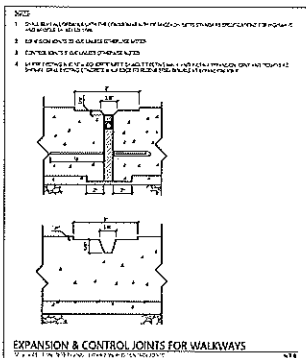
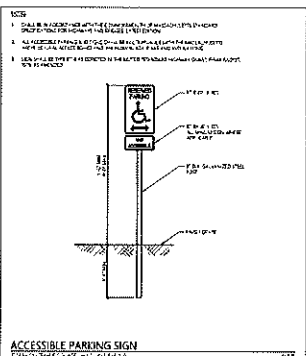
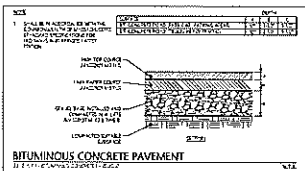
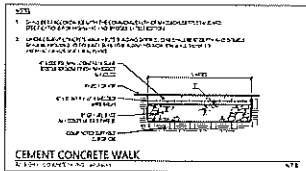
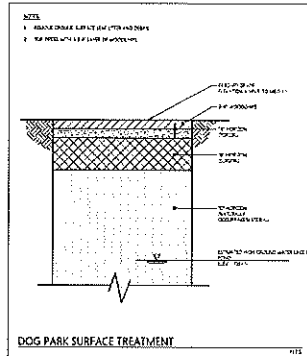
TOWN OF
NATICK
10 East Central Street
Natick, MA

DETAILS

NATICK
DOG PARK
111 West Central Street
Natick, MA
(Middlesex County)

BID DRAWINGS

NO.	DESCRIPTION	DATE	STATUS
1	ISSUED FOR PERMIT	03/03/2018	OPEN
2	ISSUED FOR PERMIT	03/03/2018	CLOSED



LOCUS MAP

1/16" SCALE

WDA DESIGN GROUP

111 West Central Street
Natick, MA 01907

TOWN OF NATICK

111 West Central Street
Natick, MA 01907

DETAILS

NATICK DOG PARK

111 West Central Street
Natick, MA 01907

BID DRAWINGS

1/16" SCALE

DATE: 11-15-09

BY: C4.04

ACORD™

Client#: 92178

CASSILANI

DATE (MM/DD/YYYY)

5/10/2019

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Starkweather & Shepley (WW)
Insurance Corp. of MA
PO Box 549
Providence, RI 02901-0549

CONTACT NAME: Lauren Luke
PHONE (A/C, No, Ext): 781 320-9660
FAX (A/C, No): 401-431-9635
E-MAIL ADDRESS: lluke@starshep.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Employers Mutual Ins	21415
INSURER B: Hartford Ins Group	19682
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Cassidy Landscaping LLC
54 Cummings Park, Suite 336
Woburn, MA 01801

REVISION NUMBER:

COVERAGES **CERTIFICATE NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR 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 OTHER:		5D24047	01/01/2019	01/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		5Z24047	01/01/2019	01/01/2020	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"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		5J24047	01/01/2019	01/01/2020	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/A	02WECCS6847	04/02/2019	04/02/2020	<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)
Re: Construction Services Related to the Installation of a Dog Park in the Town of Natick.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Customer	Company	Main Phone	Main Email	Bill to 2
150 Main St LLC - Calareso's Farm Stand	150 Main St LLC-Calareso's Farm Stand Com		daddymusgrave@verizon.net	Attn: Joe Musgrave 28 A Richardson Street
28 Richardson St. Condominium				
A. Jandris & Sons	A. Jandris & Sons			17 Sherwood Road
Adam & Katherine Dilly			admackler@gmail.com	Attn: Adam Mackler
Adam Mackler - GMRI	Capital Grille	(978)995-8493	info@mpaspanish.com	844 Main Street
Alejandra Williams	Mi Pequena			
Alejandro Flores-c		6177554643	amyquattro@gmail.com	16 Plymouth Circle
Amy Williams				5 Ravenscroft Road
Amy Wrenn				51 Sullivan St
Amy Wrenn Unit				55 Sullivan St
Amy Wrenn Unit: Amy Wrenn				21 Wesley St
Amy Wrenn Unit: Amy Wrenn: McKeever Patio				5 Ravenscroft Road
Amy Wrenn: Amy Wrenn				302 Mystic St
Andy Fotopulos				upham street
Ann Mahoney			toni9898@verizon.net	2 Waterhouse Rd.
Anthony & Darlene Magno		781-568-0714	jcolarusso1@gmail.com	307 Green St
Anthony & Joe Colarusso		610 730 9366	ajfrank1313@yahoo.com	89 Red Gate Lane
Anthony Frank		347 410 3855	apriyablonsky@gmail.com	28 Walsh Ave
April Yablonsky				10 Sunset Road
Arnold Fertig			asal.naraghi@gmail.com	24 Line Road
Asal Naraghi				11 Erickson St.
Atticus Fisher				122 Chestnut Street
Audsley Bridges				5 Grant Street
Ben Craigie		508-454-6504		36 A Pleasant Street
Beth Gerardin				6 Stanton Road
Beth Stehley		617-470-5711	bstehley@bostonusa.com	79 East Emerson Street
Betsy Hosler				265 Upham Street
Betty Pothier				8 Veterans Lane
Bill Adams				38 Cottage Street
Bill Bird				127 Charles St
Bill Champa		7817756886		12 Fairchild Drive
Bill Fiscus		6176970487	wpgalatis@aol.com	4 Bria Circle
Bill Galatis				12 Pond Street
Bill Goddard				

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Cassidy Landscaping LLC 2016 Customer & Job List May 9, 2019

Customer	Company	Main Phone	Main Email	Bill to 2
Bill Moore				200 Main Street F Box 165
Bob Chiampì				86 Macarthur Road
Bob Ford		(781) 315-1853	rcford@gmail.com	73 High Street
Bob MacLaughlin		(781) 438-0809	bobbymac7001@gmail.com	223 Central Street
Bonnie Olsen			bonnieolsen72@gmail.com	24 Hall Rd.
Boys & Girls Club of Stoneham	Boys & Girls Club of Stoneham		brett.painchaud@bcbsma.com	25 Dale Court
Brett Painchaud		(617) 512-9599		22 Dartmouth Rd.
Brian Martino		(781) 953-7081		310 Ash St.
Brian Moynihan				3 Hillside Ave.
Caitlin Knox				115 Lowell St
Calareso's Farm Stand	Calareso's Farm Stand		daddymusgrave@verizon.net	Attn: Joe Musgrave
Carol & Bob Doherty		617-799-6476(Bob babynse360@yahoo.com		27 Girard Road
Carolyn Albers		781-665-4546		13 Irving Street
Cassidy Corp.	Cassidy Corp.	866-978-9788		Kevin Cassidy
Cassidy Corp.:Wayside	Cassidy Corp.	866-978-9788	silva@cassidycorp.com	Kevin Cassidy
Cassidy Yard				3 Fern Street
Cecilia Truong				3 Peters drive
Cerrato				18 Otis Park
Charles and Deana Shirley				272 Upham Street
Charles Martel				18 Bear Hill Road
Charlie Lynch		617-429-5281	cjlynch18@yahoo.com	
Charlotte & Pham Liu				29 Wilson Rd
Charlotte Lin		7814383496		47 Brookbridge Road
Cheryl Walsh				17 Orris Place
Chiara and Nick Sarata				382 William Street
Chris and Karen Aronson				4 Evans Rd
Chris Lapiana			kscarroll1@yahoo.com	23 Marshall Street
Christian & Kori Carroll				5 Keys Rd.
Christina Cough				182 Forest Street
Christine and Steve Hingston				25 Chipman Ave
Christine Davie		(781) 438-3783	flicker00@comcast.net	6 Marshall Road
Christine Gill		(339) 293-9571	christine.st.hilaire@gmail.com	37 Sanborn Lane
Christine St. Hilaire				55 Putnam Rd
Christopher Mauro & Matt Hemberger				

Customer	Company	Main Phone	Main Email	Bill to 2
Cindy Hemenway				14 Fells Road
Colleen Conway		860-690-4643		63 Reading Hill Ave
Craig Celli				270 Main Street
Cynthia Dodick				277 West Emerson Street
Dan Moynihan				15 Concord Road
Daniel & Ali Lyons		(917) 710-5562	alisorg@gmail.com	11 Sanborn St
Daniel & Susan Kirkland				17 Larson Lane
Danvers Grille and Bistro	Danvers Grille and Bistro			Attn: Dan Delorenzo
Dave Kurdzionak				65 Congress St
David & Lisa O'Connor				18 Sheldy Rd
David Cairone				43 Sullivan Street
David Goralski				5 Drury Lane
David Latta			doddtdave2@verizon.net	14 Alden Ave.
David Pinkham				19 Fieldstone Drive
David Schelzi				P.O. Box 540
David Thistle				69 High street
Debra Adamo				28 Rodgers Road
Denise & Joe Kneeland				4 Rebecca Lane
Diana Barbera			dengallo@comcast.net	27 LakeView Road
Diane McCarthy				56A Merrimac Street
Dina Adams				160 Main Street
Doug and Nancy Jackson				33 Stevens Street
Doug Fox		603-765-4217	fullonfour@gmail.com	56 Temple St
Dr. Quang De Nguyen				
E-J Electric T&D LLC.	E-J Electric T&D LLC.	203-626-9625	wnewell@ej1899.com; malmy@ej1899.com Attn: Mary Almy	
Eagle Elevator	Eagle Elevator	(781) 858-6169	edden12@comcast.net	Attn: Paul Wrenn
Ed D'Entremont				43 Fieldstone Drive
Edward Alois				3 Alonesos Way
Eileen & Ed Nortrup			enortrup@me.com	73 Robin Hood Road
Eleanor				18 Cranmore Lane
Elio Commito				22 Walsh Ave
Elizabeth and Zachary Veaner				175 West Emerson Street
Elm Street Reality Trust			inhousecleanouts@gmail.com	224 Park Street Unit A8
Eric				177 Upham street

Customer	Company	Main Phone	Main Email	Bill to 2
Eric Anderson				8 Kimball Drive
Eric Hendrickson				16 Plymouth Road
Eric Hendrickson			hallmarkradeh@yahoo.com	85 Ferdinand St.
Eric McDonald				25 Marmion Street
Erica Vining			ewata234@aol.com	11 Harrison Street
Faye Doyle		(781) 727-8602		21 Cottage Street
Ferranti Tile	Ferranti Tile			26 Dewitt Road
Frank Deluca				48 High Street
Frank Garvey C.P.A.				19 Magnolia Road
Frank McDonough				17 Mountain Ave.
Frank Walsh				7 Rose Lane
G/J Carting Inc.				22 Whitin Ave Ext
Gary Allen				53 Spring Street
George Legor#1				6 Evans Road
Gilmore Condo Assoc.	Gilmore Condo Assoc.	Deacey		8 Gilmore St.
Giuseppe & Mary Lograsso		9786642330	mglograsso57@gmail.com	22 Spruce Road
Greg Osborn				28 Green St
Gregory Osborn				28 Green St
Guild Human Services Inc.	Guild Human Services Inc.		hroc@gulidhumanservices.org	521 Virginia Rd.
Henry Der				19 Greenview
High Street Realty Trust			inhousedcleanouts@gmail.com	224 Park Street Unit A8
Howard Abrams		(617) 682 9687	habrams@law.harvard.edu	60 A Bedford St
In House Cleanouts and Disposal	In House Cleanouts and Disposal	781-568-9158	ryan@cassidylandscaping.com	224 Park St, Unit A8
Ingeborg Dewling			bblaizis@interra-innovation.com	78 Conrad Rd.
Interra Innovation, Inc.	Interra Innovation, Inc.			75 Concord Street
Ironside Bar & Grill				25 Park Street
J & K Landscaping.	J & K Landscaping			P.O. Box 215
Jack Bekkenhuis				41 Oak Street
Jack Busalacchi				42 Country Club Road
Jack DiPaola		7819538358	LSlancer@verizon.net	600 North Ave
Jack Downs				42 Franklin Road
Jackie Green		781-438-3244		418 William Street
Jacqui Webb				6 Gigante Drive
James Flynn				56 Butler Ave

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Cassidy Landscaping LLC 2016 Customer & Job List May 9, 2019

Customer	Company	Main Phone	Main Email	Bill to 2
James Klapman & Joann Pellegrino			jklapman@gmail.com	Joann Pellegrino
Janet Moakley				2 Birch Hill Ave
Jason Kerney			jvining2@comcast.net	135 Nahant Street
Jayne Vining				2 Rebecca Lane
Jean Lyon			ryan@cassidylandscaping.com	53 West Emerson
Jeff & Michelle Davis				17 Garden Road
Jeff and Heather Connor				52 Woodcrest Drive
Jeffrey DiBenedetto		(781)494-6578	JeffD@unitrends.com	3 Wescott Rd.
Jerry Silverio		781-438-4858	dsil2009@hotmail.com	20 Curve Road
Jessica Picariello				3 Hanford Road
Jessica Sacardo				27 Heritage Lane
Jim & Megan Mercer				20 Sunset Rd.
Jo Devlin				34 Pleasant Street
Joan & William Erickson				William Erickson
Joan Musial		781-258-6801		1 Gerald Road
Joanne & Daniel Muller				Daniel Muller
Joe				8 Putnam Street
Joe Auciello		(617) 548-0415	leesaauციello@gmail.com	2 Valley Road
Joe Braglionie				61 Main Street
Joe Esposito		6177910944	espo220@gmail.com	8 Putnam St
Joe Musgrave		781 953 4217	daddymusgrave@verizon.net	1 Third St
Joe Palasek				111 Red Gate Lane
Joe Santoro				10 Cherry Street
Joe Wrenn	Joe Wrenn			22 Ardley Street
Joe Wrenn: Brighton Street	Joe Wrenn			22 Ardley Street
John & Karen Gerachly		(781) 710-9743	jgeraghty@comcast.net	34 Beacon Street
John Curtis				8 Christine Ave.
John Huston		9789223959		7 Middle St
John Linehan				27 Handford Road
John Lopriore				28 Wilson Road
John Mahon				26 King Arthur Drive
John Nardone				24 Parkway Rd
Jonathan and Karen Mole		(617) 699-3431	jmalelectric2003@gmail.com	189 Franklin Street
Joseph Lobao				62 Butler Ave

Customer	Company	Main Phone	Main Email	Bill to 2
JRK Property Holding	JRK Property Holding			Attn: Sammy Castro
Julie Aylward			juliemayward@gmail.com	25 Prescott St
Julie Nelson				1 Everett Street
Karen Sweet				1 Perhing Place
Karen Walson				71 Fellway East
Katharine Stratford		617-947-9275	kaceystat@gmail.com	204 East Foster Street
Kathy Driscoll			cmsanom4@yahoo.com	5 Holland Road
Keisha M. Lam				28 Everett Street
Keith Anderson				12 Fieldstone Drive
Kenneth Keyser		781-883-9113		15 Vincent Road
Kenny & Mary Rogers				1 Macone Circle
Kenny Souza				25 Broadway Street
Ketan Patel		7813540071	k.patel@khsmanagement.com	28 Blossom St
Kevin & Cindy Rosa			spidercat@comcast.net	11 Waterhouse Rd.
Kevin Ponder				5 Birch St
Kevin Regan				223 School St
Key point partners				C/O Keypoint partners LLC
Key point partners:145 Great Rd LLC	145 Great Rd LLC		cserrano@keypointpartners.com	C/O Keypoint partners LLC
Key point partners:145 Great Rd LLC:145 Gre	145 Great Rd LLC		cserrano@keypointpartners.com	C/O Keypoint partners LLC
Key point partners:145 Great Rd LLC:145 Gre	145 Great Rd LLC		cserrano@keypointpartners.com	C/O Keypoint partners LLC
Key point partners:65,49-59 Newport Ave. Qui	Stop & Shop Plaza, 65, 49-59 Newport Ave,		gkuksin@keypointpartners.com	C/O Keypoint partners LLC
Key point partners:Burlington Marketplace			keypointpartners@avidbill.com	C/O Keypoint partners LLC
Key point partners:Burlington Marketplace:Burlington Market Place Snow Removal			keypointpartners@avidbill.com	C/O Keypoint partners LLC
Key point partners:Burlington Marketplace:Bur	Linear retail Burlington #1, LLC		keypointpartners@avidbill.com	C/O Keypoint partners LLC
Key point partners:Endicott Square -Danvers			ksemon@keypointpartners.com	Property #1060
Key point partners:Linear Retail Andover #1	Linear Retail Andover #1 LLC		keypointpartners@avidbill.com	Property #1060
Key point partners:Linear Retail Andover #1	Linear Retail Andover #1 LLC		keypointpartners@avidbill.com	Property #1060
Key point partners:Linear Retail Andover #1	Linear Retail Andover #1 LLC		sfisone@keypointpartners.com	C/O Keypoint partners LLC
Key point partners:Linear Retail Boston #10	Linear Keypoint Partners			Property #1021
Key point partners:Linear Retail Cambridge #1	Keypoint Partners LLC		keypointpartners@avidbill.com	Property #1021
Key point partners:Linear Retail Cambridge #1	Keypoint Partners LLC		keypointpartners@avidbill.com	Property #1021
Key point partners:Linear Retail Cambridge #1	Keypoint Partners LLC		keypointpartners@avidbill.com	Property #1021
Key point partners:Linear Retail Chelmsford #	Linear Retail Chelmsford #1 LLC		keypointpartners@avidbill.com	Property #1030

Customer	Company	Main Phone	Main Email	Bill to 2
Key point partners:Linear Retail Chelmsford #	Linear Retail Chelmsford #1 LLC		keypointpartners@avidbill.com	Property #1030
Key point partners:Linear Retail Chelmsford #	Linear Retail Chelmsford #1 LLC		keypointpartners@avidbill.com	Property #1030
Key point partners:Linear Retail Chelmsford #	Linear Retail Chelmsford #1 LLC		keypointpartners@avidbill.com	Property #1030
Key point partners:Linear Retail Chelmsford #	Linear Retail Chelmsford #1 LLC		keypointpartners@avidbill.com	Property #1030
Key point partners:Linear Retail Stow #1 LLC	Linear Retail Stow #1 LLC		kmairho@keypointpartners.com	C/O Keypoint partners LLC
Key point partners:Linear Retail Waltham #1 L	Linear Retail Waltham #1 LLC		keypointpartners@avidbill.com	Property #1058
Key point partners:Linear Retail Waltham #1 L	Linear Retail Waltham #1 LLC		keypointpartners@avidbill.com	Property #1058
Key point partners:Linear Retail Waltham #1 L	Linear Retail Waltham #1 LLC		keypointpartners@avidbill.com	Property #1058
Key point partners:Mishawum Road			cmacdougali@keypointpartners.com	Property #1058
Key point partners:Mishawum Road:Linear Retail Woburn - Landscape			spetrovski@keypointpartners.com	C/O Keypoint partners LLC
Key point partners:Nashua	Keypoint Partners		spetrovski@keypointpartners.com	C/O Keypoint partners LLC
Key point partners:Natick Promenade			cserrano@keypointpartners.com	c/o Keypoint Partners, LLC
Key point partners:O'Connor Partners LLC			keypointpartners@avidbill.com	C/O Keypoint partners LLC
Key point partners:O'Connor Partners LLC:O'Connor Sweeping			jqualey@keypointpartners.com	C/O Keypoint partners LLC
Key point partners:Peabody Gardens			jqualey@keypointpartners.com	C/O Keypoint Partners, LLC
Key point partners:Peabody Gardens:Linear R Keypoint Partners, LLC			keypointpartners@avidbill.com	C/O Keypoint Partners, LLC
Key point partners:Peabody Gardens:Linear Retail Peabody Snow Removal			keypointpartners@avidbill.com	C/O Keypoint Partners, LLC
Key point partners:Peabody Gardens:Peabody - Masonry			cmacdougali@keypointpartners.com	C/O Keypoint Partners, LLC
Key point partners:Tedeschi Plaza Braintree			lferrara@keypointpartners.com	C/O Keypoint partners LLC
Key point partners:Tedeschi Plaza Braintree:T Keypoint Partners LLC.			jqualey@keypointpartners.com	C/O Keypoint partners LLC
Key point partners:Tedeschi Plaza Braintree:TRT Braintree II LLC Masonry			jqualey@keypointpartners.com	C/O Keypoint partners LLC
Key point partners:The Braintree Marketplace Keypoint			cserrano@keypointpartners.com	c/o Keypoint Partners, LLC
Key point partners:Treble Cove Plaza	Keypoint		keypointpartners@avidbill.com	c/o Keypoint Partners, LLC
Key point partners:Treble Cove Plaza:Treble C Keypoint			zsmith@keypointpartners.com	c/o Keypoint Partners, LLC
Key point partners:Treble Cove Plaza:Treble C Keypoint Partners LLC			keypointpartners@avidbill.com	c/o Keypoint Partners, LLC
Key point partners:Treble Cove Plaza:Treble C Keypoint			keypointpartners@avidbill.com	c/o Keypoint Partners LLC
Key point partners:TRT Saugus			keypointpartners@avidbill.com	c/o Keypoint Partners LLC
Key point partners:TRT Saugus:TRT Saugus Landscaping			keypointpartners@avidbill.com	c/o Keypoint Partners LLC
Key point partners:TRT Saugus:TRT Saugus Snow Removal			keypointpartners@avidbill.com	c/o Keypoint Partners LLC
Key point partners:TRT Weymouth III LLC.			ksemon@keypointpartners.com	C/O Keypoint partners LLC
Key point partners:Westborough 1 Oak Street		508-212-7454	cserrano@keypointpartners.com	C/O Keypoint Partners
Kim & Derek Vachon			derekqvachon@gmail.com	42 Beacon Street
Kim Hutchins		6178729545	sheba4KK@comcast.net	7 Marie Ave.
Kirk Semons			ksemon@keypointpartners.com	19 Josephine Ave

Customer	Company	Main Phone	Main Email	Bill to 2
Kosow Construction Corp.				Attn: David Pfeifer
Kyle				5 Holden Street
Kyle & Emily Maganzini				10 Rhuland Road
Kyle & Jessica Donovan			kyle.donovan@outlook.com	21 Marshall Street
Lauren Cullen				4 Bryant Street
Lauren Delaney				60 High Street
Lauren Knott				2 Walnut Street
Lauren Mosher				23 Thistedale Road
Laurie Doherty				8 Forest Glen Rd
Lawson Co	Lawson Co	781-367-8513	TLdoherty7@gmail.com	7 Buttonwood Road
Legal Seafood, LLC	Legal Seafood, LLC	(617)721-3853	mameen@legalseafoods.com	1 Seafood Way
Linda & Robert Peet				8 Ashland Street
Linda Forti		781-684-3917		52 Butler Ave
Linda Gaffney				55 Spring Street
Lisa Damore				6 Michael Circle
Lord Baron Apartments			lordbaronapts@comcast.net	Attn: Kevin Regan
Lorraine Caristo				12 Bear Hill Road
Lorraine Driver				294 Upham Street
Lou D'Angelo				9 Gigante Drive
Luana Dinatale				39 School Street
Lydia Rocco				
mal				
Manison St LLC	Manison St LLC	(617) 233 4372	mtbattaglia@gmail.com	Attn: Frank Walsh
Maria Battaglia				235 Summer Ave.
Maria Touet				24 Girard Road
Marie & Michael Vaggianos		781-727-7726	Mrs.vaggianos@gmail.com	201 Lynn Fells Parkway
Marie Christie			mariechristie@comcast.net	2 Elwood Ave
Marie Diorio		781-662-7011		282 Upham Street
Marie Mirabile		(781) 438-1164	mariemirab@hotmail.com	15 Myrtle St
Marie Salipante		781-396-6141		157 Ashcroft Road
Marilyn Showstack			jnsinc@verizon.net	9 A Richardson Ave.
Mario				33 Walnut Street
Marion Almquist				3 Victoria Lane
Marion and Rich Olsen				

Customer	Company	Main Phone	Main Email	Bill to 2
Mark Cuddy				55 A Chestnut St
Mary Eustace			starznsuch52@yahoo.com	16 Bellevue Road
Mary Uva		7814389367	m.uva@comcast.net	1 Pershing Place
Mary Walker				15 Cabot Rd
Massimo Tiberi				29 Bear Hill Road
Matt Coviello		(617)257-0155	ariatrattoria@yahoo.com	17 Heritage Street
Matthew Santangelo				24 South Street
Maureen Fucarile				6 Rhuland Rd
Michael Burns				108 Country Club Rd
Michael Ferreira				107 Rye Street
Michael Sinclair				328 Charles St
Michael Strock		(978) 539-0157	michael.strock@gmail.com	
Mike & Tiffany Deberardinis				1 Belmont Road
Mike Brucklier		(617) 755-8674	mike@flourbakery.com	162 Beech St.
Mike Ciarlante				10 Gigante drive
Mike Griffin			mgriffin@wilderco.com	8 Robert Ave
Mike Toppa				58 Nelson St.
Mike Vasapolli		617-733-2706		4 Larson Lane
Mike Vining			mvcaddy55@aol.com	8 Pebble Place
Milton Cat.	Milton Cat		Andrew_Wakem@miltoncat.com	ATTN: V966452
MPI Release			bradley@mpirelease.com	Attn: Carl Patalano
Mr. & Mrs. Campbell				1 Rebecca Lane
Mr. & Mrs. Catanzaro				286 Broadway
Mr. & Mrs. Maganzini				19 Skyewood Drive
Mr. & Mrs. Nolan				21 Sunset Rd
Mr. & Mrs. Salerno			patti.nolan@comcast.net	41 Spring Street
Mr. & Mrs. Simoes			rsimoes@mms.org	57 Morrison Road West
Mr. & Mrs. Cullen			jrcullenj@aol.com	8 Homestead Lane
Mr. & Mrs. Mitchell				59 Forest Street
Mrs. Maggio			jeanmaggio@rcn.com	9 Elizabeth Way
Nathaniel and Jill Daknatel				13 Thistledale Road
Nick Graves			ngraves5@yahoo.com	302 Ash Street
Nicole Boquet				28 Town Crest Drive.
Nicole Campbell			nmbabine@gmail.com	7 Plymouth Rd.

Customer	Company	Main Phone	Main Email	Bill to 2
Nordblom Company	Nordblom Company			Attn: Molly Bennett
Nordblom Company:Lifetime Fitness	Nordblom Company			Attn: Molly Bennett
Nordblom Company:Nordblom -3rd Ave - Lan	Nordblom Company		mbennett@nordblom.com	3rd Ave.
Nordblom Company:Nordblom Archer Hotel -L	Nordblom Company		mbennett@nordblom.com	Archer Hotel
Nordblom Company:Nordblom - 3rd Ave - Sv	Nordblom Company		mbennett@nordblom.com	Attn: Molly Bennett
Nordblom Company:Northwest Park	Nordblom Company			Attn: Molly Bennett
Norwich Landing Series LLC	Norwich Landing Series LLC	617 590 3090		11 New Meadow Road
O'Connor Plaza			jqualey@keypointpartners.com	C/O Keypoint partners LLC
Oliver Hayes		617-571-6378		P.O. Box 483
Oye's Chinese Restaurant	Oye's Chinese Restaurant		subyasuby@gmail.com	26 Walkers Brook Drive
Pai Jing Chen		7819622365	panelasherry@verizon.net	16 Elaine Rd.
Pam Sherry		(617) 504 - 4254	panelablissing7@gmail.com	7 Overlook Road
Pamela Blessing				23 Parkway Rd
Patrick Glendering				7 West Street
Paul Foley				32 Forest Street
Paul Moran			moran_paul@me.com	74 Robin Hood Rd
Paula Egan				13 Bennett Street
Paula Sasso				30 Bear Hill Road
Peg Daniels		(781) 438-6950	margaret.daniels1@verizon.net	2 West Street
Peter Lodi				8 Gigante Drive
Peter Pouliot				1166 Franklin Street
Phil Donovan				15 Bear Hill Rd.
Phil McGovern		(774) 230-5816	pmcgovern1991@gmail.com	582 Main St.
Piedmont Office Realty Trust	Piedmont Office Realty Trust			P.O. Box 7679
Piedmont Office Realty Trust:Piedmont 25 Ma	Piedmont Office Realty Trust, Inc.		don.fortenbacher@piedmontreit.com	c/o Piedmont Office Realty Trust, Inc.
RA Ventures	RA Ventures		nwalker@raventures.net	110 Grill WL Woburn, LLC
Ralph & Bianca				4 Wilson Road
Ralph Barile			ralph@barilefuneral.com	482 Main Street
Ralph Giannato				10 Stockwell Rd
Residential Lawn cuts				
Rich Randazzo		6172832335		32 Brook Street
Richard & Patricia Termine		781-438-9620	rtermine@comcast.net	4 Eustice Street
Richard Aylward		781 929 2227	rala1212@comcast.net	200 Revere Beach Parkway
Richard Smith			richard.smith172@gmail.com	6 Maria Lane

Customer	Company	Main Phone	Main Email	Bill to 2
Rita Desterfano				33 Valley Road
Rob Pizzi				21 Cabot Road
Robert & Kathie Decrescenzo				4 Michael Circle
Robert Di Franco			zgdm@comcast.net	54 Country Club Road
Robin Cohen		(781) 665-3802	robinsky7514@gmail.com	12 Sunset Road
Robin Wildman				33 Norman Road
Rocco & Sons funeral homes Inc.	Rocco & Sons funeral homes Inc			331 Main Street
Rocco Ciccarello		7819104171	rocco.ciccarello@gmail.com	4 Janice Lane
Roger Ferullo				6 Kathleen Drive
Ronald & Margaret Beaupre		78194494447636		37 Harvard St
Ronda Analetto				45 Park Street
Rounds Hardware	Rounds Hardware			Bill Rounds
Russ Stiering				104 Governor Road
Russell Follansbee				7 Holden Row
Ryan Mawn				17 Collincoat Street
Ryan Noonan				5 Oran Circle
Ryan Sullivan.				41 Fox Street
Sal Lograsso			riesina@comcast.net	95 MacArthur Road
Sam Horn			samhorn31@gmail.com	41 Zachary Lane
Sarah Harrington				7 Wagner Road
Scott & Nicole Campbell				7 Plymouth Road
Scott Dinan		(617) 799-7434	sdinan@stonehamford.com	124 Collincoate St
Scott Hamberg				112 Clifford Road
Sean and Laura Cronin				11 Kimball Drive
Sheila Carlson		7816062241	scronin14@verizon.net	18 Perkins Street
Signet Jewelers	Signet Jewelers		sheila.gcarlson@gmail.com	Attn: Maggie Sawicki
Skyworks Solutions inc.	Skyworks Solutions inc.		Julie.Magner@skyworksin.com	Attn: Julie Magner
Stephen O'Brien		(860) 881-7045	stephenjobrien@yahoo.com	85 Kendrick Rd.
Steve & Lidia Rocco				32 Heritage Lane
Steve Hall				246 Tremont Street
Steve Manganiello				82 Robin Hood Road
Steve McNaught		7813893120	srnesq@verizon.net	8 Phillips Road
Steve Nims		781-438-0895	spn0895@verizon.net	41 Cottage Street
Steve Nims:8 Greenview Rd		781-438-0895	spn0895@verizon.net	41 Cottage Street

Customer	Company	Main Phone	Main Email	Bill to 2
Steve O'Brien				85 Kendrick Road
Steven M. Piro		781-799-7243	s.piro@comcast.net	19 Rodgers Road
Studio 786			angela@studio786.com	Attn: Angela Nogueira
Sturgis Street Condominium Association	Sturgis Street Condominium Association			attn: Lauren Vigneau
susan Benko				36 Perkins Street
Susan Foster		781 438 2608		3 Homestead Lane
Suzanne M. Riley				48 Lee Street
Sweeping			Sweeping	
T-sheets Masonry				
Tara Lawler				53 Walsh Ave.
Teresa Dunleavy				14 Ravine Terrace
Terry Marsh		517 231 6033		5250 Bear Lake Drive
The Wilder Companies			atetreault@wilderco.com	Attn: Amy Tetreault
The Wilder Companies: Signet Jewelers			atetreault@wilderco.com	c/o The Wilder Companies
Thomas & Ellen Swanson			thomasswanson@hotmail.com	23 Erickson Street
Thomas & Kelly McCarthy			tmac2227@aol.com	8 Summit Road
Thomas & Nancy Mahoney			tmahoney@purecoatnorth.com	33 Windsor Road
Tobin & Julie Schulman				15 Chestnut St
Tom & Colleen Gerety				252 Haverhill Street
Tom Hildreth				179 Broadway
Tom Stapleton		(617)240-2180	tsjr1943@gmail.com	22 Summer St
Tom Storella				6 Alden Ave
Tom Taranti				
Tommy Day		781 589 6694	t44day@gmail.com	46 Fieldstone Drive
Tony Proia				35 Park Street
Town of Stoneham.	Town of Stoneham			Attn: Erin Wortman
Town of Westford	Town of Westford			55 Main St
TSheets -Landscape			cgumbart@westfordma.gov	
Tze Wei Yeow & Hui Jun Tay				142 Chestnut St
Village Builders	Village Builders		mcullen2189@gmail.com	17 Cyrus Street
Vinny Festino				27 Oak Street
Vinny Piro				100 Grant Ave
Walter Penny				7 West Ferdinand Street
Wayside Commons Investors LLC	Wayside Commons Investors		atetreault@wilderco.com	c/o The Wilder Companies

Customer	Company	Main Phone	Main Email	Bill to 2
Wayside Commons Investors LLC:Wayside C: Wayside Commons Investors			atetreault@wildarco.com	c/o The Wilder Companies
Wayside Commons Investors LLC:Wayside C: Wayside Commons Investors LLC			atetreault@wildarco.com	c/o The Wilder Companies
Weiss Farm	Weiss Farm		donna.weiss@comcast.net	Attn: Donna Weiss
Wendy & Joe Calareso			wendycalareso@comcast.net	24 Lilah Lane
Wendy Smith				132 Park Street
Westford Valley Marketplace	Westford Valley Marketplace			c/o The Wilder Companies, Ltd
William & Diane Delaney			wdelaney21@hotmail.com	50 High Street
Wingate Management	Wingate Management			78 Peterborough St #11
Wingate Management:Norway Housing	Wingate Management		peterborough@wingatecompanies.com	c/o Wingate Management Company
Wingate Management:Peterborough Housing	Wingate Management		peterborough@wingatecompanies.com	c/o Wingate Management Company

Bill to 3	Bill to 4
100 Main Street	Reading, Ma 01867
Wakefield, MA 01880	
Stoneham, MA 02180	
10 Wayside Road	Burlington, Ma 01803
Melrose, MA 02176	
Melrose, MA 02176	
Winchester, Ma 01890	
Charlestown, MA 02129	
Charlestown, MA 02129	
Charlestown, MA 02129	
Winchester, Ma 01890	
Arlington, MA 02474	
melrose, MA 02176	
Stoneham, MA 02180	
Stoneham, MA 02180	
Reading, MA 01867	
Stoneham, Ma 02180	
Melrose, MA 02176	
Wakefield, MA 01880	
Stoneham, MA 02180	
Wakefield, MA 01880	
Stoneham, Ma 02180	
Stoneham, MA 02180	
Stoneham, Ma 02180	
Melrose, Ma 02176	
Melrose, MA 02176	
Stoneham, Ma 02180	
Stoneham, Ma 02180	
Reading, MA 01867	
Reading , MA 01867	
Saugus, Ma 01906	
Stoneham, Ma 02180	

Bill to 3	Bill to 4
Stoneham, MA 02180	
Stoneham, MA 02180	
Stoneham, Ma 02180	
Stoneham, MA 02180	
Stoneham, MA 02180	
Stoneham, MA 02180	
Melrose, Ma 02176	
Reading, Ma 01867	
Woburn, MA 01801	
Reading, MA 01867	
100 Main Street	Reading, Ma 01867
Stoneham, Ma 02180	
Melrose, Ma 02176	
54 Cummings Park, #304	Woburn, MA 01801
54 Cummings Park, #304	Woburn, MA 01801
Melrose, Ma 02176	
Stoneham, Ma 02180	
Stoneham, MA 02180	
Stoneham, MA 02180	
Melrose, Ma 02176	
Stoneham, Ma 02180	
Stoneham, MA 02180	
North Reading, MA 01864	
Stoneham, MA 02180	
Winchester, Ma 01890	
Melrose, MA 02176	
Stoneham, MA 02180	
Reading, MA 01867	
Reading, MA 01867	

Bill to 3	Bill to 4
Stoneham, Ma 02180	
Melrose, Ma 02176	
Stoneham, MA 02180	
Melrose, MA 02176	
Stoneham, Ma 02180	
Winchester, MA 01890	
Stoneham, Ma 02180	
161 Elliot Street	Danvers, Ma 01923
Stoneham, MA 02180	
Reading, Ma 01867	
Charlestown, Ma 02129	
Stoneham, MA 02180	
Stoneham, MA 02180	
Burlington, Ma 01803	
Wakefield, MA 01880	
Stoneham, Ma 02180	
Stoneham, MA 02180	
Stoneham, Ma 02180	
Wakefield, Ma 01880	
Woburn, MA 01801	
Lynnfield, MA 01940	
Stoneham, Ma 02180	
Reading, MA 01867	
53 North Plains Industrial Drive	Wallingford, CT 06492
176 Norfolk Ave.	Boston, MA 02119
Stoneham, MA 02180	
Andover, MA 01810	
Stoneham, Ma 02180	
Melrose, Ma 02176	
Stoneham, MA 02180	
Melrose, Ma 02176	
Stoneham, MA 02180	
Melrose, MA 02176	
Stoneham, MA 02180	
Melrose, MA 02176	

Bill to 3	Bill to 4
Stoneham, MA 02180	
Reading, Ma 01867	
Melrose, MA 02176	
Melrose, Ma 02176	
Reading, MA 01867	
Stoneham, Ma 02180	
Stoneham, MA 02180	
Stoneham, MA 02180	
Melrose, Ma 02176	
Wakefield, MA 01880	
Stoneham, Ma 02180	
Revere, MA 02151	
Stoneham, Ma 02180	
Stoneham, Ma 02180	
Stoneham Ma 02180	
North Reading, MA 01864	
Lynnfield, MA 01940	
Lynnfield, MA 01940	
Concord, MA 01742	
Stoneham, MA 02180	
Stoneham, MA 02180	
Burlington , MA 01803	
Stoneham, MA 02180	
Melrose, MA 02176	
North Reading, MA 01864	
Charlestown, MA 02129	
Peabody, Ma 01960	
Stoneham, MA 02180	
Stoneham, MA 02180	
Wakefield, MA 01880	
Winchester, Ma 01890	
Stoneham, Ma 02180	
Stoneham, MA 02180	
Stoneham, MA 02180	

Bill to 3	Bill to 4
143 East Emerson	Melrose, Ma 02176
Wakefield, Ma 01880	
Wakefield, Ma 01880	
Stoneham, Ma 02180	
Melrose, MA 02176	
Stoneham, MA 02180	
Melrose, Ma 02176	
Stoneham, Ma 02180	
Stoneham, Ma 02180	
Stoneham, Ma 02180	
Lynfield, MA 01940	
Melrose, Ma 02176	
Stoneham, MA 02180	
68 Sargent St.	Melrose, Ma 02176
Stoneham, Ma 02180	
66 Sargent Street	Melrose, MA 02176
Middleton, MA 01949	
North Reading, MA 01964	
Stoneham, Ma 02180	
Middleton, MA 01949	
North Reading, Ma 01864	
Reading, MA 01867	
Stoneham, Ma 02180	
Winchester, Ma 01890	
Winchester, Ma 01890	
Stoneham, Ma 02180	
Stoneham, MA 02180	
Beverly, MA 01915	
Stoneham, Ma 02180	
Stoneham, MA 02180	
Londonderry, NH 03053	
Stoneham, MA 02180	
Stoneham, Ma 02180	
Stoneham, Ma 02180	

Bill to 3	Bill to 4
Essex Apartments	1 Avalon Way Peabody, Ma 01960
Reading, MA 01867	
Winchester, Ma 01890	
Stoneham, MA 02180	
Melrose, Ma 02176	
Melrose, Ma 02176	
Melrose, Ma 02176	
Stoneham, Ma 02180	
Stoneham, MA 02180	
Burlington, Ma 01803	
Stoneham, MA 02180	
Stoneham, Ma 02180	
Waltham, MA 02451	
Stoneham, MA 02180	
Stoneham, MA 02180	
Westwood, MA	
One Burlington Woods Drive	Burlington, MA 01803
One Burlington Woods Drive	Burlington, MA 01803
One Burlington Woods Drive	Burlington, MA 01803
One Burlington Woods Drive	Burlington, MA 01803
One Burlington Woods Drive	Burlington, MA 01803
One Burlington Woods Drive	Burlington, MA 01803
One Burlington Woods Drive	Burlington, MA 01803
One Burlington Woods Drive	Burlington, MA 01803
One Burlington Woods Drive	Burlington, MA 01803
One Burlington Woods Drive	Burlington, MA 01803
One Burlington Woods Drive	Burlington, MA 01803
One Burlington Woods Drive	Burlington, MA 01803
C/O Keypoint partners LLC	One Burlington Woods Drive
C/O Keypoint partners LLC	One Burlington Woods Drive
C/O Keypoint partners LLC	One Burlington Woods Drive
One Burlington Woods Drive	Burlington, MA 01803
C/O Keypoint partners LLC	One Burlington Woods Drive
C/O Keypoint partners LLC	One Burlington Woods Drive
C/O Keypoint partners LLC	One Burlington Woods Drive
C/O Keypoint partners LLC	One Burlington Woods Drive
C/O Keypoint partners LLC	One Burlington Woods Drive

Bill to 3		Bill to 4
C/O Keypoint partners LLC	One Burlington Woods Drive	
C/O Keypoint partners LLC	One Burlington Woods Drive	
C/O Keypoint partners LLC	One Burlington Woods Drive	
C/O Keypoint partners LLC	One Burlington Woods Drive	
One Burlington Woods Drive	Burlington, MA 01803	
C/O Keypoint partners LLC	One Burlington Woods Drive	
C/O Keypoint partners LLC	One Burlington Woods Drive	
C/O Keypoint partners LLC	One Burlington Woods Drive	
One Burlington Woods Drive	Burlington, MA 01803	
One Burlington Woods Drive	Burlington, MA 01803	
One Burlington Woods Drive	Burlington, Ma 01803	
One Burlington Woods Drive	Burlington, MA 01803	
One Burlington Woods Drive	Burlington, MA 01803	
One Burlington Woods Drive	Burlington, MA 01803	
One Burlington Woods Drive	Burlington, Ma 01803	
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One Burlington Woods Drive	Burlington, Ma 01803	
One Burlington Woods Drive	Burlington, Ma 01803	
One Burlington Woods Drive	Burlington, Ma 01803	
One Burlington Woods Drive	Burlington, MA 01803	
One Burlington Woods Drive	Burlington, Ma 01803	
Stoneham, Ma 02180		
Stoneham, MA 02180		
Methuen, Ma 01844		

Cassidy Landscaping LLC 2016 Customer & Job List May 9, 2019

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Bill to 3	Bill to 4
Wilmington, MA 01887	
Stoneham, MA 02180	
Stoneham, MA 02180	
Stoneham, MA 02180	
Stoneham, MA 02180	
Lynnfield, Ma 01940	
Reading, MA 01867	
Reading, MA 01867	
Melrose, MA 02176	
Seekonk,MA	
Reading , MA 01876	
Wakefield, MA 01880	
Melrose, MA 02176	
Stoneham, Ma 02180	
Woburn, Ma 01801	
Winchester, Ma 01890	
Stoneham, Ma 02180	
Stoneham, MA 02180	
84 Concord Street	North Reading, Ma 01864
37 East Street	Winchester, MA 01890
Stoneham, Ma 02180	
Stoneham, Ma 02180	
Stoneham, Ma 02180	
Stoneham, Ma 02180	
Stoneham, MA 02180	
Wakefield, MA 01880	
Stoneham, MA 02180	
Stoneham, Ma 02180	
Stoneham, Ma 02180	
Wakefield, Ma 01880	
Reading, Ma 01867	
Wakefield, MA 01880	
Winchester, MA 01890	

Bill to 3	Bill to 4
71 Third Ave.	Burlington, MA 01803
71 Third Ave.	Burlington, MA 01803
Attn: Molly Bennet	71 Third Ave.
Attn: Molly Bennet	71 Third Ave.
71 Third Ave.	Burlington, MA 01803
71 Third Ave.	Burlington, MA 01803
Lynnfield, Ma 01940	
One Burlington Woods Drive	Burlington, MA 01803
Reading, Ma 01867	
Reading, Ma 01867	
Stoneham, MA 02180	
Stoneham, MA 02180	
Stoneham, MA 02180	
Stoneham, Ma 02180	
Stoneham, Ma 02180	
Stoneham, MA 02180	
Wakefield, Ma 01880	
Stoneham, Ma 02180	
Stoneham, MA 02180	
Stoneham, Ma 02180	
Stoneham , MA 02180	
Woburn, MA 01801	
Merrifield, VA 22116-7679	
P.O. Box 7679	Merrifield, VA 22116-7679
4 Lan Drive	Westford, MA 01886
Stoneham, MA 02180	
Stoneham, Ma 02180	
Stoneham, MA 02180	
Wakefield, MA	01880
Stoneham, Ma 02180	
PO Box 9100	Chelsea, MA 02150
Wakefield, Ma 01880	

Bill to 3	Bill to 4
Stoneham, MA 02180	
Stoneham, Ma 02180	
Stoneham, MA 02180	
Melrose, MA 02176	
Stoneham, MA 02180	
Melrose, Ma 02176	
Everett, Ma 02149	
Stoneham, Ma 02180	
Wakefield, Ma 01880	
Reading, MA 01867	
Stoneham, Ma 02180	
Stoneham, Ma 02180	
Charlestown, Ma 02129	
Stoneham, Ma 02180	
Peabody, MA 01960	
Wakefield, Ma 01880	
Stoneham, Ma 02180	
Reading , Ma 01867	
Stoneham, Ma 02180	
Winchester, MA 01890	
Stoneham, MA 02180	
Melrose, Ma 02176	
Stoneham, Ma 02180	
Stoneham, MA 02180	
8 Wayside Road	Store# 2445 Jared's Jewelers
20 Sylvan Road	Woburn, MA 01801
Wakefield, MA 01880	
Saugus, Ma 01906	
Melrose, Ma 02176	
Stoneham, MA 02180	
Stoneham, MA 02180	
Stoneham, Ma 02180	
Stoneham, Ma 02180	

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Bill to 3	Bill to 4
Wakefield, MA 01880	
Stoneham, MA 02180	
786 Main Street	Melrose, Ma 02176
17 Sturgis St Unit 2	Woburn, MA 01801
Stoneham, MA 02180	
Wakefield, Ma 01880	
Stoneham, MA 02180	
Stoneham, MA 02180	
Stoneham, MA 02180	
Reading, Ma 01867	
Wakefield, Ma 01880	
Wakefield, MA 01880	
Stoneham, Ma 02180	
Stoneham, Ma 02180	
Stoneham, Ma 02180	
101 Central Street	Stoneham, Ma 02180
Westford, MA 01886	
North Reading, MA 01864	
Wakefield, MA 01880	
Stoneham, MA 02180	
Medford, MA 02155	
Stoneham, Ma 02180	
8 Wayside Road	Burlington, Ma 01803

Bill to 3	Bill to 4
8 Wayside Road	Burlington, Ma 01803
8 Wayside Road	Burlington, Ma 01803
170 Franklin Street	Stoneham, Ma 02180
Reading, Ma 01867	
Stoneham, MA 02180	
800 Boylston Street, Suite 1300	Boston, MA 02199
Stoneham, MA 02180	
Boston, Ma 02215	
78 Peterborough St #11	Boston, Ma 02215
78 Peterborough St #11	Boston, Ma 02215

Cassidy Landscaping LLC
54 Cummings Park Dr. Suite 326
Woburn, MA 01801

- Cassidy Landscaping LLC has not had any legal name changes since established in 2008.
- There are no pending lawsuits against Cassidy Landscaping
- Staffing plan and experience
 - Alfredo Lopez – 8 years – Masonry, landscape construction, landscape maintenance, operating equipment, concrete work, paver installation, tree/shrubs/plant installation, excavation, drainage work
 - Elfego Lopez – 7 years – Masonry, landscape construction, landscape maintenance, operating equipment, concrete work, paver installation, tree/shrubs/plant installation, excavation, drainage work
 - Perfecto Lopez – 8 years – Masonry, landscape construction, landscape maintenance, operating equipment, concrete work, paver installation, tree/shrubs/plant installation, excavation, drainage work
 - Ryan Cassidy – 15 years – Owner of company, masonry, landscape/hardscape construction, landscape/hardscape maintenance, operating machinery, foreman, concrete work, paver installation, granite/concrete/asphalt curbing, asphalt paving, tree installation, shrub/plant installation, fencing, irrigation install/repair, seeding, hydroseeding, site work, drainage, crushed stone work, bench installation
 - Matt Pappa – 2 years – Business development manager, site layouts/planning, landscape maintenance, site work
 - Alejandro Flores – 10 years – Operations manager, masonry, landscape/hardscape construction, landscape/hardscape maintenance, operating machinery, foreman, concrete work, paver installation, granite/concrete/asphalt curbing, asphalt paving, tree installation, shrub/plant installation, fencing, irrigation install/repair, seeding, hydroseeding, site work, drainage, crushed stone work, bench installation, bark blower operator
 - Daniel Sweet – 8 years – Landscape maintenance, shrubs/trees/plants installation, seeding/hydroseeding, mulching
 - Patrick Cassidy – 15 years – Owner of company, masonry, landscape/hardscape construction, landscape/hardscape maintenance, operating machinery, foreman, concrete work, paver

installation, granite/concrete/asphalt curbing, asphalt paving, tree installation, shrub/plant installation, fencing, irrigation install/repair, seeding, hydroseeding, site work, drainage, crushed stone work, bench installation, bark blower operator

- List of equipment needed for project

Caterpillar 303.5 CR Mini Excavator – Digging, grading, stump removal

Caterpillar 262D Skid steer – Digging, grading, moving fill

Caterpillar 226D Skid steer – Digging, grading, moving fill

Volvo Excavator – Clearing trees and stumps

Caterpillar 938G Front End Loader – Grading surface, moving material, clearing stumps

More equipment available if we run in to any issues with above equipment.



List of references

1)The Wilder Companies
800 Boylston Street Suite 1300
Boston, Ma 02199

Contact: Amy Tetreault
atetreault@wilderco.com
508-237-5874

Project: Wayside phase 1 & phase 3 parking upgrades.
Scope: Plantings, Paver Installation, granite curb installation, grease trap installation, new irrigation & repairs Contract amount:\$235,000

2)Keypoint partners
1 Burlington Woods Drive #100
Burlington, Ma 01803

Contact: Julie Qualey
jqualey@keypointpartners.com
781-273-5555

Project: Natick plaza & O'Connor Plaza
Scope: concrete sidewalks(1364-1394 Worcester Rd Natick, Ma)
Scope: granite curbs & concrete repairs(446 Boston Road Billerica, Ma)
Contract amounts:\$38,000

3)Keypoint partners
1 Burlington Woods Drive #100

Burlington, Ma 01803

Contact: Chris Serrano
cserrano@keypointpartners.com
781-273-5555

Project: Acton Plaza & Treble cove Plaza
Scope: Plant installation, Brick Veneer & concrete paver install.(145 Great Road, Acton Ma)
Scope: Plant Installation & concrete walkways
Contract amounts:\$48,000

4)Keypoint partners
1 Burlington Woods Drive #100
Burlington, Ma 01803

Contact: Kristopher Dalen (now with Nordblom Company)
kdalen@nordblom.com
781-238-4819

Project: Mall Road Marketplace
Scope: Planting upgrade to all islands, new irrigation installation & lawn installation(69-110 Mall Rd, Burlington Ma)
Contract amount:\$75,000

5)Cassidy Corp.
54 Cummings Park Drive suite#304
Woburn, Ma 01801

Projects: MT. Pleasant Cemetery Arlington, Ma
Scope: Loam & grade lawn areas after asphalt paving
Contract amount:\$18,000

6) Nordblom Company
201 Burlington Rd.
Bedford, MA 01730

Contact: Molly Bennett
mbennett@nordblom.com
781-271-1569

7) Town of Westford

55 Main street

Westford, MA 01886

Contact: Carol Gumbart

cgumbart@westfordma.gov

Project: East Boston Camps Bath House renovation, Westford, MA.

Scope: Paver install, excavate, grade, loam, shrubs and plants install, mulch, stone dust path.



Bryan Leblanc <bleblanc@natickma.org>

Fwd: Natick Dog Park

2 messages

Matt Pappa <matt@cassidylandscaping.com>
To: Bryan Leblanc <bleblanc@natickma.org>

Fri, May 10, 2019 at 12:28 PM

Hello Bryan,

Here is the email from our insurance company.

Much appreciated,

Matt Pappa
Business Development Manager
Cassidy Landscaping
781-953-5866

----- Forwarded message -----

From: **Byrne, Charles** <CByrne@starshep.com>
Date: Fri, May 10, 2019 at 9:25 AM
Subject: RE: Natick Dog Park
To: Matt Pappa <matt@cassidylandscaping.com>

Matt,

The surety company told me just to execute the Performance & Payment bond. The purpose of the bid bond is to prequalify you

Thank you,

Charlie Byrne

Construction Surety Specialist

Starkweather & Shepley Insurance Brokerage Inc.

Phone-(401) 438-4554 Ext. 1379

Direct Dial- 401-709-7639

Cell- (401) 258-8021

From: Matt Pappa [mailto:matt@cassidylandscaping.com]
Sent: Thursday, May 09, 2019 3:41 PM
To: Byrne,Charles
Subject: Natick Dog Park

5/10/2019

Town of Natick Mail - Fwd: Natick Dog Park

Good afternoon Charlie,

We were low bidder today for our Natick Dog Park bid opening. We came in at \$299,750 and next bidder was at \$320,000. The Town of Natick is asking us for a letter of intent from a surety company that states we shall be able to obtain a Performance Bond and a Labor and Materials Payment Bond in the amount of 100% of the contract price. Please let me know if there are any questions or concerns with this! Talk to you soon.

Much appreciated,

Matt Pappa

Business Development Manager

Cassidy Landscaping

781-953-5866

The information contained in the message may be privileged and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. Thank you.

Bryan Leblanc <bleblanc@natickma.org>
To: Matt Pappa <matt@cassidylandscaping.com>

Fri, May 10, 2019 at 12:36 PM

Thanks, Matt.

[Quoted text hidden]

--

Bryan R. Le Blanc
Procurement Officer
Town of Natick
75 West Street
Natick, MA 01760
bleblanc@natickma.org
(508)-647-6438

MOU – Town of Natick

The purpose of this Memorandum of Understanding is to set forth the mutual understandings and commitments between the Stanton Foundation (the “Foundation”) and the Town of Natick (the “TOWN”), acting through its [Board of Selectmen], pursuant to which the Foundation will make a capital gift for the design and construction of a dog recreational space (“DRS”) at 111 West Central Street in Natick, MA.

Terms:

1. The Foundation will make a one-time \$ 225,000.00 capital grant for the construction of the DRS provided the MOU is signed, The TOWN has committed \$ 74,750 in capital funds and the Foundation has approved the DRS plans.
2. The Foundation will provide three capital grants of up to 5% of the Foundation's construction grant each during the period beginning one year after the opening of the park and not later than five years after the opening of the park provided that: 1) annual narrative and financial reporting is up to date, and 2) The TOWN is supporting the operating budget of the DRS.
3. The TOWN has identified and designated TOWN owned land at 111 West Central Street for the DRS and has the right to use this land.
4. The TOWN approves the use of an area within 111 West Central Street, Natick MA for use as a DRS subject to full compliance with all applicable zoning Bylaws of the TOWN. The operations of the DRS will be fully compliant with all applicable zoning and TOWN Bylaws.
5. The Natick Board of Selectmen designates Town Administrator Melissa Malone as the point of contact (POC) with respect to all issues related to the construction, operation and reporting regarding the DRS. Design and construction documents will be submitted directly to the POC for input from appropriate departments and by the Foundation. Should the TOWN's designee leave, the TOWN will provide a new POC as soon as possible, but not later than 30 days.
6. All grants by the Foundation will be provided to the TOWN pursuant to the provisions of Section 53A of Chapter 44 of the Massachusetts General Laws.
7. Initial commitments: In the initial stages of this project, the Foundation will look to the TOWN to:
 - Manage public communications during construction and thereafter
 - Maintain a DRS account to receive the grant and provide quarterly reporting on the use of these funds.
 - Oversee the construction of the DRS including bidding and construction oversight.
8. The TOWN has identified or will identify an existing water line that will be made available for the DRS and that will provide water suitable for safe drinking for dogs. The TOWN commits to complete the infrastructure work necessary for such water line to become operational prior to the completion of construction of the DRS. The TOWN agrees to maintain such water line on a continuous basis for so long as the DRS is operating.
9. The TOWN will provide waste containers that will be installed at the DRS. The TOWN agrees that the Community and Economic Development Department will monitor the waste containers at the DRS on a WEEKLY basis and empty as needed.

10. The TOWN will install signage at the DRS in compliance with applicable sign code.
11. The TOWN will provide written reports to the Foundation outlining usage, finances and other issues related to the DRS as mutually agreed.
12. The TOWN will comply with operating guides as described in Attachment A.
13. If requested by the media or in its own releases, the TOWN may use the following language in describing the Foundation: *The Stanton Foundation is a private foundation, created by Frank Stanton, longtime President of CBS. It has as one of its missions, promoting the welfare of dogs and encouraging the dog-human bond.* If a media inquiry requires additional information about the Foundation, the TOWN will make reasonable efforts to provide the Foundation with 2 business days to review the material to be provided. The Foundation understands that it may not always be possible for the TOWN to provide such prior review.
14. The TOWN recognizes the significant financial contribution of the Foundation and agrees that such contribution would be given substantial weight if a future request to rename the DRS is submitted to the Natick Board of Selectmen.
15. The TOWN's intent is to maintain the Natick Dog Park DRS for a period of no less than ninety-nine years.
16. The TOWN will attempt to form or work with a "Friends" group to assist with cleanings, fundraising and programming.
17. The Foundation and the TOWN agree that the grant monies provided to the TOWN for the design and construction of the DRS are subject to the condition that the Foundation will have the right to approve any contractors selected by the TOWN for the design and construction of the DRS. The Foundation agrees that any payments made from such grant
059035 v1
monies to a design contractor approved by the Foundation shall not be subject to recall or challenge regardless of whether the Foundation subsequently fails to approve a construction contractor.
18. As per documents provided by the TOWN, both parties are committed to the opening of the DRS no later than June 10, 2019. The TOWN will notify the Foundation's Project Advisor of the expected start date when the contract is let, the date on which construction begins and at the 50% progress point. Any delay in the expected completion date will be promptly reported to the Foundation.

059035 v1

Agreed to:

The Town of Natick, Massachusetts

By: The Natick Board of Selectmen

Michael J. Hickey, Jr., Chairman

Susan G. Salamoff, Vice Chairman

Jonathan H. Freedman, Clerk

Karen Adelman-Foster

Richard P. Jennett, Jr.
Date: _____

The Stanton Foundation

By: _____
-3- And Title: _____

Date: _____

Attachment A

The general understandings concerning this project in addition to those described in the MOU are as follows:

Goals.

The goals of this project are to improve animal welfare; foster Town community and camaraderie and generally improve the quality of life in Town of Natick through the creation of a "Dog Recreational Space" (DRS) in 111 West Central Street, Natick MA as described in the attached MOU.

Design.

The DRS is to be built substantially to plan as provided in the Design grant application subject to the Town's planning and design review process.

Approvals.

The Town of Natick will provide the Stanton Foundation the opportunity to review and approve the design and construction plans for the DRS prior to the construction bid process. Such review and approval is expected to take approximately four weeks following submission of the completed design and construction documents. Pursuant to the Town Charter, final design and operating plans are subject to the approval of the Town Administrator or his designee.

The Town of Natick will create a Coordinating Committee that will meet as required, but at least quarterly during first three years of operation.

The Coordinating Committee will be responsible for:

- Recommending operating policies such as rules and regulations to the appropriate Town department
- Regulating use by out of town dog owners
- Developing the annual proposal to the Foundation for the use of follow-on capital grants from the Foundation,

The membership of the committee shall include two Town representatives and a member of the Friends of Natick Dog Park or similar Town canine association if such a group exists. Additional members may be added by unanimous consent of the initial members.

Changes in operating policies must be approved by the Town Administrator or designee.

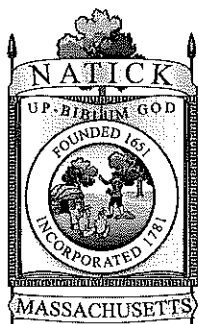
Miscellaneous.

Other than as specifically provided herein, the Foundation will not provide ongoing support for the operation of the DRS.

The participating organizations will not seek renaming of the DRS except in acknowledgment of an endowment gift from which the income is sufficient to cover 50% or more of the annual budget of the DRS.

parties agree that a summer 2019 groundbreaking is desirable.

859035 v4



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa A. Malone, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
Chief James Hicks, Chief, Natick Police Department
Lt. Brian Lauzon, Lieutenant, Natick Police Department
Jeremy Marsette, P.E., Director, Natick Public Works
Thomas Hladick, Assistant Director, Natick Public Works

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: June 3, 2019

SUBJECT: CONTRACT AWARD – SECOND REBID
Replacement/Installation of Parking Meters at Various Locations
in the Town of Natick

On May 23, 2019, sealed bids were received in response to the Town of Natick's Invitation for Bids for replacement/installation of parking meters at various locations in the Town of Natick. Sealed bids were received from one (1) bidder. (See attached.) NOTE THAT THIS WAS A SECOND REBID, AS THE TOWN RECEIVED NO BIDS IN THE INITIAL ROUND OF PROCUREMENT; ALL BIDS IN THE SECOND ROUND EXCEEDED THE TOWN'S APPROPRIATION. WE LESSEMED THE NUMBER OF POLES, AND INCLUDED TWO (2) ADD ALTERNATES TO ENSURE THAT THE WORK WOULD BE WITHIN AVAILABLE FUNDING.

The lowest bid was received from John Paquette IV dba Paqcon, 351 Old Plymouth Road, Sagamore Beach, MA 02562. It submitted the following prices:

\$68,100 for the main project work (replacement of 70 parking meter poles; there is insufficient funding to consider either add alternate).

After reviewing references and background, it has been determined that John Paquette IV dba Paqcon is a responsible and eligible bidder. We recommend that the Natick Board of Selectmen award the contract to John Paquette IV dba Paqcon for the price submitted in its bid.

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

Bids Received:	05/23/19
Central Register Advertisement:	05/08/19
Newspaper Advertisement:	05/06/19
<u>(MetroWest Daily News)</u>	
COMMBUYS Posting:	05/01/19
Website Posting:	05/01/19
Town Hall Posting:	05/01/19

Funding information: 2018 Fall Annual Town Meeting –
Article 14, Table A, Motion A, Item 21 - Capital Stabilization - \$60,000
Acct. No. 00020636-582900

2017 Spring Annual Town Meeting
Article 12A – Parking Meter Pole Residual - \$17,147.64
Acct. No. 00020346-585000

TOTAL AVAILABLE - \$77,147.64

Town of Natick, Massachusetts
Contract for Services Related to the Replacement/Installation of Parking Meter
Poles in the Town of Natick

This Contract is made this tenth day of June, 2019, 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 John Paquette, IV, dba Paqcon, with a principal office located at 351 Old Plymouth Road, Sagamore Beach, MA 02562 (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 regarding the Scope of Services outlined in paragraph 1, below, if any exist between the Town and the Contractor regarding the subject matter of this Contract, are hereby terminated and shall be of no force and effect.

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to the replacement/installation of parking meter poles in the Town of Natick, as described in the Main Bid Work Section (70 poles) of the Invitation for Bids for Services Related to the Replacement/Installation of Parking Meter Poles in the Town of Natick ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor'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 specified in the opening paragraph written above, 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 Invitation for Bids/Order of Priority of Contract Documents

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

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

Town of Natick, Massachusetts
Contract for Services Related to the Replacement/Installation of Parking Meter
Poles in the Town of Natick

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

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, and in accordance with M.G.L. c.30, §39G, the Town shall pay the Contractor the prices set forth in the Main Bid Work Section of the Contractor's Bid (\$68,100.00), 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 Bids, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts and its officers, employees, boards, commissions, committees, 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 the Replacement/Installation of Parking Meter
Poles in the Town of Natick

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 warranted against manufacturing and design defect for a minimum of three (3) years 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 the Replacement/Installation of Parking Meter
Poles in the Town of Natick

- 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:

Town of Natick, Massachusetts
Contract for Services Related to the Replacement/Installation of Parking Meter
Poles in the Town of Natick

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

Town of Natick, Massachusetts
Contract for Services Related to the Replacement/Installation of Parking Meter
Poles in the Town of Natick

the subject matter of this Contract.

11. Familiarity with Area of Work

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

12. Performance Bond

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 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,

Town of Natick, Massachusetts
Contract for Services Related to the Replacement/Installation of Parking Meter
Poles in the Town of Natick

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

16. No Smoking

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

17. Criminal Background Screening

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

18. Delays/*Force Majeure*

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

19. Termination

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

Town of Natick, Massachusetts
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Contract upon written notice to the Contractor.

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

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

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

20. Notices

Except as otherwise provided in this Contract, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or

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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: Melissa A. Malone, Town Administrator
Natick Town Hall
13 East Central Street
Natick, MA 01760

With copies to: Karis L. North, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Contractor: John Paquette IV
dba Paqcon
351 Old Plymouth Road
Sagamore Beach, MA 02562.

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.

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- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national

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

- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent

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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 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 the Replacement/Installation of Parking Meter
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The Town of Natick, Massachusetts
by: the Natick Board of Selectmen

John Paquette IV
dba Paqcon
by:

Michael J. Hickey, Jr., Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Jonathan H. Freedman, Clerk

Printed Title

Karen Adelman-Foster

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: _____

Town of Natick, Massachusetts
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APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

Karis L. North, Esq.

Dated: _____

Town of Natick, Massachusetts
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CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

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

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

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

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

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

Signature

Printed Name

Printed Title

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

**APPENDIX 1
TOWN OF NATICK
BID FORM
(5 pages)**

The undersigned hereby submits a sealed bid for services related to replacement installation of parking meter poles in the Town of Natick.

Printed Name of Bidder: _____

PAQCON

Address: 351 Old Plymouth Road,

Sagamore Beach, MA 02562

The Bidder hereby acknowledges receipt of the following addenda: _____

(LIST OUT EACH ONE, i.e., 1, 2, 3, 4, etc. and NOT 1-4!)

The Bidder hereby pledges to deliver the complete scope of services required for the Main Bid Work – replacement of seventy (70) parking meter poles, for the price shown below:

Total Price in Words: Sixty Eight Thousand One Hundred

Total Price in Numbers: 68,100

ADD ALTERNATE NO. 1: Price to add services to replace an additional thirty (30) parking meter poles beyond the seventy (70) poles in the main bid work.

IN
WORDS: ADD Twenty Nine Thousand One Hundred

IN
NUMBERS: ADD 29,100

ADD ALTERNATE NO. 2: Price to add services to replace an additional thirty (30) parking meter poles beyond the seventy (70) in the main bid work and the thirty (30) in add alt. 1.

IN
WORDS: ADD Twenty Nine Thousand One Hundred

IN
NUMBERS: ADD 29,100

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services outlined in this IFB. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Bidder provides a qualified (Town approved) Foreman, who shall be present at the work site at all times.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful

Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)

- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful

completion of said course with the first certified payroll report for each employee.

- P. Bidder certifies that its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

The Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Base Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The Town also reserves the right, in its sole discretion, to award, within the same interval, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, plus those in add alternate no. 1, who complies with the Bid Submission Requirements in Section 4 above. The Town also reserves the right, in its sole discretion, to award, within the same interval, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, plus those in add alternates nos. 1 and 2, who complies with the Bid Submission Requirements in Section 4 above.

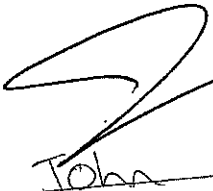
The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond and a Labor and Materials Payment Bond, each with a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount of one hundred percent (100%) of the Contract price, the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

The undersigned certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Bidder agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Bidder.

Authorized Signature



John Paquette
Printed Name

Manager
Printed Title

5/21/2019
Date

If a Corporation:
Full Legal Name

N/A

Officers of Corporation and Addresses

State of Incorporation _____

Principal Place of Business _____

Telephone Number. _____

Qualified in Massachusetts Yes ☒ No _____

Principal Place of Business in Massachusetts

351 Old Plymouth Road,
Sagamore Beach, MA 02562

Telephone Number 508-833-7700

Full Legal Name of Surety Company

Western Surety Company

Principal Place of Business of Surety Company

101 S Phillips Ave

Sioux Falls, SD 57104

Telephone Number 508-209-0400

Admitted in Massachusetts Yes X No

Place of Business in Massachusetts

Hollis Insurance Agency, Inc.

1 Village Green North Ste. 121

Plymouth, MA 02360

Telephone Number 508-209-0400

Appendix 2
CERTIFICATE OF NON-COLLUSION

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

PAQCON
Name of Bidder

351 Old Plymouth Road
Address of Bidder

Sagamore Beach, MA 02562

~~444~~ 508-833-7700
Telephone Number

By. [Signature]
(Signature)

John Paquette
Printed Name

Manager
Printed Title

5/21/2019
Date

Appendix 3
CERTIFICATE OF TAX COMPLIANCE

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

PAQ CON
Name of Bidder

351 Old Plymouth Road
Address of Bidder

Sagamore Beach, MA 02562

508-833-7700
Telephone Number

By: [Signature]
(Signature)

John Paquette
Printed Name

Manager
Printed Title

5/21/2019
Date

Appendix 4
CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this Invitation for Bids.

2. No consultant to, or subcontractor for, the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Bidder.

3. No person, corporation, or other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the Contract (pursuant to this IFB) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Bidder.

4. The Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the transaction outlined in the IFB.

5. The Bidder understands that the Bidder, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

PACON

Name of Bidder

351 Old Plymouth Road

Address of Bidder

Sagamore Beach, MA 02562

508-833-7700

Telephone Number

By: 

(Signature)

John Paquette

Printed Name

Manager

Printed Title

5/21/2019

Date

Appendix 5
CERTIFICATE OF CORPORATE BIDDER

I, N/A, 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.

Appendix 6
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

PAQCON
Name of Bidder

351 Old Plymouth Road
Address of Bidder

Sagamore Beach, MA 02562

508-833-7700
Telephone Number

By: [Signature]
(Signature)

John Paquette
Printed Name

Manager
Printed Title

5/21/2014
Date

Appendix 7

CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS
The Bidder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

PAQCON

Name of Bidder

351 Old Plymouth Road

Address of Bidder

Sagamore Beach, MA 02562

508-833-7700

Telephone Number

By: 

(Signature)

John Paquette

Printed Name

Manager

Printed Title

5/21/2019

Date

Appendix 8
CERTIFICATE OF NON-DEBARMENT

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

PAQCON
Name of Bidder

351 Old Plymouth Road
Address of Bidder

Sagamore Beach, MA 02562

508-833-7700
Telephone Number

By: [Signature]
(Signature)

John Paquette
Printed Name

Manager
Printed Title

3/21/2019
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/06/2018

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hollis Insurance Agency Inc The Pughills 1 Village Green North STE 121 Plymouth MA 02360		CONTACT NAME: Jillian Hollis PHONE (A/C No. Ex): (508)209-0400 FAX (A/C No.): (508)209-0444 E-MAIL ADDRESS: jhollis@hollisagency.com	
INSURED PAQCON 351 Old Plymouth Road SAGAMORE BEACH MA 02562		INSURER(S) AFFORDING COVERAGE INSURER A: Main Street America Ins. Co. NAIC # 29939 INSURER B: AIM Mutual Ins Co. ARWC INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 2018 Master**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.

DISC LTR	TYPE OF INSURANCE	ADDL INSD	SDRN 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	Y		MPP6620H	06/28/2018	09/28/2019	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADW INJURY \$ 1,000,000						
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		MPP6620H	06/28/2018	06/28/2019	CONTRACTOR'S BODILY INJURY (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AWC-401-7036815-2018A	06/23/2018	06/23/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 500,000						
	E.L. DISEASE - EA EMPLOYEE \$ 500,000						
	E.L. DISEASE - POLICY LIMIT \$ 500,000						

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

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Done Signed by:

Jillian Hollis

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Paqcon
351 Old Plymouth Road
Sagamore Beach MA 02562

Client List

Project Name: Steamship Authority Canopy
Project Location: 1 Cowdry Road, Woods Hole MA
Project Status: Complete Project Cost: \$187000.00
Contact Person: Bill Cloutier y Phone: (508) 889-8214
Contact Company: Steamship Authority
Project Description: Canopy and related structures and site work at SSA terminal

Project Name: 110 Hedges pond road driveways/parkways
Project Location: 110 Hedges Pond Road, Plymouth MA
Project Status: Complete Project Cost: \$112000.00
Contact Person: Greg Jones Phone: (774) 313-0096
Contact Company: Jones Excavation
Project Description: Driveways at various houses

Project Name: Plymouth veterans park
Project Location: 308 Court Street, Plymouth MA
Project Status: Complete Project Cost: \$205000.00
Contact Person: Ted Bubbins Phone: (508) 830-4162
Contact Company: Town of Plymouth
Project Description: walkways, landscapes, etc

Project Name: Hedges pond park
Project Location: 158 Hedges Pond Road, Plymouth MA
Project Status: Complete Project Cost: \$300000.00
Contact Person: Barry Deblasio Phone: (508) 747-1620
Contact Company: Town of Plymouth
Project Description: Paved courts, walkways, etc.

Project Name: Barnstable tennis courts
Project Location: 2463 Main St State Route 6a, West Barnstable, MA
Project Status: Complete Project Cost: \$175000.00
Contact Person: Peter Spanos Phone: (781) 335-6465
Contact Company: Gale associates

Project Description: BWB tennis courts

Project Name: Monomoy Concession Stand

Project Location: 18 Oak Street, Harwich, MA

Project Status: Complete Project Cost: \$210000

Contact Person: Rick Travers Phone: (508) 400-5410

Contact Company: Monomoy Regional School District

Project Description: Concession Stand renovation

Project Name: Bartlett Lockers

Project Location: 10 Aldrin Rd, Plymouth, MA

Project Status: Complete Project Cost: \$78000

Contact Person: Tony Pina Phone:

Contact Company: Bartlett Consolidated

Project Description: New Locker rooms

Project Name: Emerson School

Project Location: 657 MA-28, West Yarmouth, MA

Project Status: Complete Project Cost: \$87000.00

Contact Person: Heather Meier Phone: (508) 322-8679

Contact Company: Emerson's Nursing Assistant Training School

Project Description: Renovate School and Bathrooms

John Paquette, Manager

Paqcon
351 Old Plymouth Road
Sagamore Beach MA 02562

To: Town of Natick Procurement Office
ATTN: Bryan R LeBlanc
75 West Street
Natick, MA 01760

Proposed Staffing

Paqcon plans to perform all work themselves. Paqcon employees will be OSHA certified and experienced in the field of work

Equipment List

- CAT compact skid steer/loader
- CAT mini excavator
- Dodge RAM Dump Truck
- Husqvarna Concrete Saw

Note: This is only a proposed equipment list for the project. Small hand held tools not included. Any additional equipment will be purchased/rented as needed

John Paquette, Manager

Paqcon
351 Old Plymouth Road
Sagamore Beach MA 02562

To: Town of Natick Procurement Office
ATTN: Bryan R LeBlanc
75 West Street
Natick, MA 01760

Let this letter serve as confirmation that Paqcon, with primary business location at 351 Old Plymouth Road, Sagamore Beach, MA, is a contracting company which commenced business in 2013. Paqcon is in good status and standing, with no past or present lawsuits. Paqcon has not undergone any name changes.

John Paquette, Manager



May 23rd, 2019

Town of Natick
75 West Street
Natick, MA 01760

RE: John Paquette IV DBA: PAQCON

Insurance Processing Department,

The following insurances are in place or can be obtained without additional cost to the Town of Natick:

Workers Compensation AWC-400-7036815-2018A 06/23/18-19

E.L. EACH ACCIDENT	\$1,000,000
E.L. DISEASE - EA EMPLOYEE	\$1,000,000
E.L. DISEASE - POLICY LIMIT	\$1,000,000

General Liability MPP6620H 06/28/18-19

EACH OCCURENCE	\$1,000,000
AGGREGATE	\$2,000,000

A **Commercial Umbrella** policy has been ordered and if accepted/offered upon request.

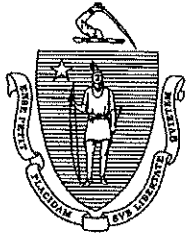
The policy limits will be the following:

PER OCCURENCE	\$1,000,000
AGGREGATE	\$2,000,000

Thank you,

DocuSigned by:
Jillian Hollis
37012EDE732B4D5...

Jillian Hollis
Operations Manager



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

May 22, 2019

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

PAQCON LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 3, 2019**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **JOHN PAQUETTE IV**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JOHN PAQUETTE IV**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **JOHN PAQUETTE IV**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By:BOD

BID BOND
(Percentage)

Bond No. 64646662

KNOW ALL PERSONS BY THESE PRESENTS, That we John Paquette, IV dba Pagcon
of 24 Nor East Dr, Sagamore Beach, MA 02562

_____, hereinafter referred to as the Principal, and
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto Town of Natick

~~of~~ _____, hereinafter referred to as the Obligee, in the amount of
Five Percent of the Amount Bid
(5%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for _____
Replacement/installation of parking meter poles in the town of natick

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the
damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 23rd day of May, 2019.

Principal

John Paquette, IV dba Pagcon

BY: _____

Surety

WESTERN SURETY COMPANY

BY: _____

Robert L Hollis Jr, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 64646662

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Robert L Hollis Jr

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: John Paquette, IV dba Paqcon

Obligee: Town of Natick

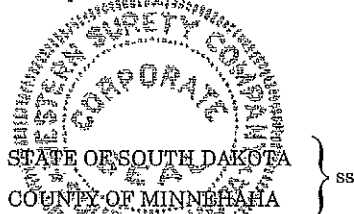
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 64646662 is not issued on or before midnight of August 21st, 2019, all authority conferred in this Power of Attorney shall expire and terminate.

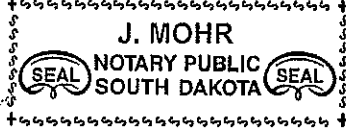
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 23rd day of May, 2019.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

On this 23rd day of May, in the year 2019, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 23rd day of May, 2019.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053

Fax 1-605-335-0357

www.cnasurety.com

Email: uwservices@cnasurety.com

April 1, 2019

Re: File # 72141729 - John Paquette IV DBA Paqcon
\$0.00 - Letter Of Bond ability
Company Code: 601 - Western Surety Company

We are aware that the above mentioned contractor may be bidding on a contract with you.

It is our intention to provide bonds for single jobs up to \$400,000 or an aggregate amount up to \$400,000 on the following conditions: favorable review of bid results, contracts, and bond forms acceptable to Western Surety Company, a subsidiary of CNA Surety.

Any arrangement for surety credit is a matter between the contractor and our Company. We assume no liability to you or third parties, if for any reason we do not execute this bond.

If you have any questions, please contact our office.

Sincerely,

Richard S. Breuer
Underwriting Consultant

RSB:

**Town of Natick
Natick, Massachusetts**

INVITATION FOR BIDS

FOR

**REPLACEMENT/INSTALLATION OF PARKING
METER POLES IN THE TOWN OF NATICK**

SECOND REBID

May 23, 2019, 11:00 A.M. LOCAL TIME

Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:

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

**TOWN OF NATICK
NATICK, MASSACHUSETTS 01760**

NOTICE TO BIDDERS

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”), acting through the Natick Board of Selectmen, invites the submission of sealed bids for replacement/installation of parking meter poles in the Town of Natick. This is a second re-bid as no bids were received in the initial round of procurement. In the first re-bid, all bids exceeded available sums. The Invitation for Bids (“IFB”) 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, by emailing bleblanc@natickma.org beginning on May 8, 2019. Sealed Bids will be received until **11:00 A.M. local time, May 23, 2019**, at the Procurement Office, Natick Public Works Building, 75 West Street, Natick, MA 01760, at which time and place all bids will be publicly opened and read. All Bids shall comply with the IFB issued by the Town of Natick, including, without limitation, Section 1, Instructions to Bidders, and Bid Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Town. Any Bid submitted will be binding for thirty (30) days subsequent to the time of bid opening. Award shall be subject to available appropriation and award by the Natick Board of Selectmen.

Section 1. Instructions to Bidders and Bid Submission Requirements

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”), acting through the Natick Board of Selectmen, invites the submission of sealed bids for replacement/installation of parking meter poles in the Town of Natick. This is a second re-bid as no bids were received in the initial round of procurement. In the first re-bid, all bids exceeded available sums.

Copies of this IFB may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on May 8, 2019.

No Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon), Friday) on May 16, 2019. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Sealed Bids marked “Town of Natick: Sealed Bid for Replacement/Installation of Parking Meter Poles in the Town of Natick” shall be received by 11:00 A.M. local time, May 23, 2019, at this address:

Procurement Office
c/o Natick Public Works Building
75 West Street
Natick, MA 01760.

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

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

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

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

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

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

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

Changes, modifications or withdrawal of Bids shall be submitted in writing to the Procurement Officer prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR REPLACEMENT/INSTALLATION OF PARKING METER POLES IN THE TOWN OF NATICK". No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

M.G.L. c. 149, §44A and c. 30, §39M, which is incorporated herein by reference, shall govern all procedures.

Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended, apply to this work. It is the responsibility of the Bidder, before Bid submission, to request, if necessary, any additional information on Minimum Wage Rates for those tradespeople who may be employed for the proposed work under any such Contract awarded.

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

Section 2. Pre-Bid Conference/Questions

No Pre-Bid Conference will be held.

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

Procurement Officer
c/o Natick Public Works Building
75 West Street
Natick, MA 02186.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon), Friday) on May 16, 2019. Questions may also be submitted to the procurement officer at bleblanc@natickma.org by such time. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Section 3. Background & Specifications

A. Description of Work

The main base work to be performed under any Contract with the Town ("the Work") shall consist of all labor and materials for replacement and installation of approximately seventy (70) ADA compliant parking meter poles at various locations in the Town of Natick. As a first add/alternate, each bidder shall submit a price to provide services to replace an additional thirty (30) ADA compliant parking meter poles in Natick. As a second add/alternate, each bidder shall submit a price to provide services to replace yet an additional thirty (30) more ADA compliant parking meter poles in Natick.

The Successful Bidder, in any contract awarded by the Town pursuant to this IFB, shall be responsible working with the Natick Police Department to coordinate the removal and installation of parking meter poles. As such, the Natick Police Department shall remove each existing meter head prior to the Successful Bidder's removal of each pole. The Natick Police Department expects to work just ahead of the Successful Bidder to remove the meter heads. The Successful Bidder shall be responsible for removing each existing parking meter pole, which is described as follows: two (2) inch galvanized steel. The Successful Bidder shall remove each existing old pole and dispose of the same, and shall set each new pole, as described below, which shall be furnished by the Town. The Natick Police Department shall then reattach each parking meter head to each new pole. Meter heads shall be reinstalled by the Natick Police Department as the work progresses, so that each meter may not be out of service for an extended period.

Each pole is presently set at various depths in pavers and/or in concrete and is surrounded, in most cases, by an existing sidewalk.

The Successful Bidder shall take due care to avoid damaging any concrete/paver sidewalk surrounding each parking meter pole. Ultimately, the Successful Bidder shall be responsible, however, for repairing any damage to the sidewalk.

The Successful Bidder shall collect all poles removed and shall dispose of them in accordance with all applicable federal, state, and local laws, rules, and regulations. The Town has determined that the scrap is commingled with concrete, and that there will be no salvage value to the poles for which disposal is sought.

The Successful Bidder shall be responsible for setting each new pole, on an even basis, with each pole to be removed, in accordance with all federal, state, and local laws, rules, and regulations, and in accordance with best commercial practices. It shall set each new two (2) inch galvanized pole, which is already in possession of the Town of Natick. The Successful Bidder shall install each new two (2) inch galvanized ADA compliant pole (already in the Town's possession). NOTE THAT THE SUCCESSFUL BIDDER IS NOT FURNISHING POLE MATERIAL IN THIS BID.

Each pole shall be set in weather-resistant/crack-resistant concrete, which shall be furnished by the Successful Bidder. Each pole shall be set a minimum of two (2) feet below grade. Each pole shall be set in a straight line, perpendicular to the ground.

All work to be performed by the Successful Bidder under any Contract with the Town shall be at prevailing wage rates.

The Successful Bidder shall use caution during construction operations. The buildings are operational and contain personnel, furniture, fixtures and equipment. Mechanical equipment such as lighting, electrical conduits, junction boxes, power lines, etc. may exist in the vicinity of the work. The Successful Bidder shall take all necessary precautions so as not to cause any damages. Any damages that interrupt service and/or require repairs to the building, furniture, fixtures or equipment shall be the responsibility of the Successful Bidder at no additional cost to the Owner and shall be repaired immediately.

The Successful Bidder shall use extreme caution during the entire construction period.

The existing condition information has been compiled from a variety of sources. The existing conditions are provided for general information only. Actual conditions may vary. Successful Bidder is required to verify existing conditions, and dimensions prior to submitting its bid. No additional compensation or time extension will be made for dimensional errors or discoverable inaccuracies related to existing conditions in the contract documents.

B. Successful Bidder's Personnel

The Successful Bidder shall be responsible for any training of his/her/its personnel. The Successful Bidder's personnel shall be adequately trained by the Successful Bidder, shall be experienced in the provision of services specified in this IFB, and shall be of good moral character. All of the Successful Bidder's employees assigned to the sites shall pass pre-employment criminal background screening.

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

1. Name, business address, telephone, and cell phone numbers of the president and foreman.
2. Name, address, and telephone number of all employees assigned to the sites. The Successful Bidder will update this list whenever there is a change in personnel.

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

Section 4. Bid Submission Requirements

Each Bidder shall submit the following with his/her/its Bid:

1. A fully executed Bid Form (Appendix 1) (which shall include certification of the following:
 - A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services outlined in this IFB. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
 - B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
 - C. Bidder provides a qualified (Town approved) Foreman, who shall be present at the work site at all times.
 - D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.

- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

- O. Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
 - P. Bidder certifies that its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)
2. A fully executed Certificate of Non-Collusion. (Appendix 2)
 3. A fully executed Certificate of Tax Compliance. (M.G.L. c.62C, §49A) (Appendix 3)
 4. A fully executed Conflict of Interest Certification. (M.G.L. c.268A) (Appendix 4)
 5. A fully executed Certificate of Corporate Bidder, if applicable. (Appendix 5)
 6. A fully executed Certificate of Compliance with M.G.L. c.151B. (Appendix 6)
 7. A fully executed Certificate of Compliance with EEO/AA/SDO provisions. (Appendix 7)
 8. A full executed Certificate of Non-Debarment. (Appendix 8)
 9. A Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Awarding Authority. The amount of such Bid Deposit shall be in the amount of five (5%) percent of the value of the Bid.
 10. A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met.
 11. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Performance Bond in the amount of one hundred (100%) percent of the Contract Price.
 12. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract Price.

Section 5. Bid Submission

Sealed Bids marked "Town of Natick: Sealed Bid for Replacement/Installation of Parking Meter Poles in the Town of Natick" shall be received by 11:00 A.M. local time, May 23, 2019, at this address:

Procurement Office
c/o Natick Public Works Building
75 West Street
Natick, MA 01760.

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

Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids.

As soon as is reasonably possible after the deadline for Bid submission, Bids will be opened in accordance with applicable law. **Bids received after that date and time will be rejected.**

Section 6. Selection Process and Award

Bids submitted to the Town prior to the deadline will be reviewed by the Procurement Officer to determine compliance with the foregoing Bid Submission Requirements and this IFB.

The Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Base Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The Town also reserves the right, in its sole discretion, to award, within the same interval, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, plus those in add alternate no. 1, who complies with the Bid Submission Requirements in Section 4 above. The Town also reserves the right, in its sole discretion, to award, within the same interval, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, plus those in add alternates nos. 1 and 2, who complies with the Bid Submission Requirements in Section 4 above.

The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The term "lowest responsible and eligible Bidder" shall mean the Bidder: (1) whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of Section 8B of Chapter 29 (of the Massachusetts General Laws (M.G.L.)) apply, shall have been determined to be qualified thereunder; and (5) who obtains within ten (10) days of the notification of Contract award the security by bond required under Section 29 of Chapter 149 (of the Massachusetts General Laws (M.G.L.)); provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority; provided further, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

Nothing in this IFB will compel the Town to award a Contract. The Town may cancel this IFB, may waive, to the extent allowed by law, any informalities, and may reject any and all Bids, if the Town, in its sole discretion, determines said action to be in the best interest of the Town of Natick. The Town may reject as non-responsive any Bid that fails to satisfy any of the Bid Submission Requirements.)

No person or firm debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency shall be awarded a Contract.

The Successful Bidder shall provide certification of insurance coverage and shall be required to indemnify and hold the Town harmless (see below for more information).

Within ten (10) business days after notification of award of a Contract by the Town, the Successful Bidder shall furnish to the Town a Performance Bond in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town.

Within ten (10) business days after notification of award of Contract by the Town, the Successful Bidder shall furnish to the Town a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town.

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

The Successful Bidder who enters into a Contract with the Town shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.

The Town may terminate any such Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend any such Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

Section 7. Compliance with Laws

The Successful Bidder shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Successful Bidder shall comply, to the extent applicable, with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended. Any Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

Section 8. Insurance

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

Section 9. Indemnification

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

Section 10. Performance Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Bidder 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.

Section 11. Labor and Materials Payment Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Bidder 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.

Section 12. Use of Alcohol and Controlled and/or Mood Altering Substances Prohibited

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

Section 13. No Smoking

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

Section 14. Criminal Background Screening

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

Section 15. Appendices

1. Bid Form
2. Certificate of Non-Collusion
3. Certificate of Tax Compliance (M.G.L. c.62C, §49A)
4. Conflict of Interest Certification (M.G.L. c.268A)
5. Certificate of Corporate Bidder

6. Certificate of Compliance with M.G.L. c.151B
7. Certificate of Compliance with EEO/AA/SDO provisions
8. Certificate of Non-Debarment
9. Prevailing Wage Rates
10. Form of Contract

APPENDIX 1
TOWN OF NATICK
BID FORM
(5 pages)

The undersigned hereby submits a sealed bid for services related to replacement installation of parking meter poles in the Town of Natick.

Printed Name of Bidder:

Address: _____

The Bidder hereby acknowledges receipt of the following addenda: _____.

(LIST OUT EACH ONE, i.e., 1, 2, 3, 4, etc. and NOT 1-4!)

The Bidder hereby pledges to deliver the complete scope of services required for the Main Bid Work – replacement of seventy (70) parking mater poles, for the price shown below:

Total Price in Words: _____

Total Price in Numbers: _____

ADD ALTERNATE NO. 1: Price to add services to replace an additional thirty (30) parking meter poles beyond the seventy (70) poles in the main bid work.

IN

WORDS:ADD_____

IN

NUMBERS:ADD_____

ADD ALTERNATE NO. 2: Price to add services to replace an additional thirty (30) parking meter poles beyond the seventy (70) in the main bid work and the thirty (30) in add alt. 1.

IN

WORDS:ADD_____

IN

NUMBERS:ADD_____

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services outlined in this IFB. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Bidder provides a qualified (Town approved) Foreman, who shall be present at the work site at all times.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful

Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)

- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful

completion of said course with the first certified payroll report for each employee.

- P. Bidder certifies that its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

The Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Base Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The Town also reserves the right, in its sole discretion, to award, within the same interval, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, plus those in add alternate no. 1, who complies with the Bid Submission Requirements in Section 4 above. The Town also reserves the right, in its sole discretion, to award, within the same interval, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, plus those in add alternates nos. 1 and 2, who complies with the Bid Submission Requirements in Section 4 above.

The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond and a Labor and Materials Payment Bond, each with a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount of one hundred percent (100%) of the Contract price, the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

The undersigned certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Bidder agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Bidder.

Authorized Signature

Printed Name

Printed Title

Date

If a Corporation:
Full Legal Name

Officers of Corporation and Addresses

State of Incorporation _____

Principal Place of Business _____

Telephone Number. _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in Massachusetts

Telephone Number _____

Full Legal Name of Surety Company

Principal Place of Business of Surety Company

Telephone Number _____

Admitted in Massachusetts Yes _____ No _____

Place of Business in Massachusetts

Telephone Number _____

Appendix 2
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this 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

Appendix 3
CERTIFICATE OF TAX COMPLIANCE

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

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 4
CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

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

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 5
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.

Appendix 6
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 7

CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

The Bidder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 8
CERTIFICATE OF NON-DEBARMENT

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

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 9
PREVAILING WAGE RATES

See attached document.



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: Town of Natick, Massachusetts
Contract Number: **City/Town:** NATICK
Description of Work: Replacement and Installation of 130 Parking Meters at Various Locations in Natick
Job Location: Various Locations in Natick, Massachusetts

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	12/01/2018	\$33.25	\$11.91	\$12.70	\$0.00	\$57.86
	06/01/2019	\$34.25	\$11.91	\$12.70	\$0.00	\$58.86
	08/01/2019	\$34.25	\$12.41	\$12.70	\$0.00	\$59.36
	12/01/2019	\$34.25	\$12.41	\$13.72	\$0.00	\$60.38
	06/01/2020	\$35.15	\$12.41	\$13.72	\$0.00	\$61.28
	08/01/2020	\$35.15	\$12.91	\$13.72	\$0.00	\$61.78
	12/01/2020	\$35.15	\$12.91	\$14.82	\$0.00	\$62.88
	06/01/2021	\$35.95	\$12.91	\$14.82	\$0.00	\$63.68
	08/01/2021	\$35.95	\$13.41	\$14.82	\$0.00	\$64.18
	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2018	\$33.32	\$11.91	\$12.70	\$0.00	\$57.93
	06/01/2019	\$34.32	\$11.91	\$12.70	\$0.00	\$58.93
	08/01/2019	\$34.32	\$12.41	\$12.70	\$0.00	\$59.43
	12/01/2019	\$34.32	\$12.41	\$13.72	\$0.00	\$60.45
	06/01/2020	\$35.22	\$12.41	\$13.72	\$0.00	\$61.35
	08/01/2020	\$35.22	\$12.91	\$13.72	\$0.00	\$61.85
	12/01/2020	\$35.22	\$12.91	\$14.82	\$0.00	\$62.95
	06/01/2021	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	08/01/2021	\$36.02	\$13.41	\$14.82	\$0.00	\$64.25
	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2018	\$33.44	\$11.91	\$12.70	\$0.00	\$58.05
	06/01/2019	\$34.44	\$11.91	\$12.70	\$0.00	\$59.05
	08/01/2019	\$34.44	\$12.41	\$12.70	\$0.00	\$59.55
	12/01/2019	\$34.44	\$12.41	\$13.72	\$0.00	\$60.57
	06/01/2020	\$35.34	\$12.41	\$13.72	\$0.00	\$61.47
	08/01/2020	\$35.34	\$12.91	\$13.72	\$0.00	\$61.97
	12/01/2020	\$35.34	\$12.91	\$14.82	\$0.00	\$63.07
	06/01/2021	\$36.14	\$12.91	\$14.82	\$0.00	\$63.87
	08/01/2021	\$36.14	\$13.41	\$14.82	\$0.00	\$64.37
	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	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	12/01/2018	\$34.27	\$7.85	\$14.44	\$0.00	\$56.56
	06/01/2019	\$35.14	\$7.85	\$14.44	\$0.00	\$57.43
	12/01/2019	\$36.00	\$7.85	\$14.44	\$0.00	\$58.29
	06/01/2020	\$36.89	\$7.85	\$14.44	\$0.00	\$59.18
	12/01/2020	\$37.78	\$7.85	\$14.44	\$0.00	\$60.07
	06/01/2021	\$38.70	\$7.85	\$14.44	\$0.00	\$60.99
	12/01/2021	\$39.61	\$7.85	\$14.44	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2018	\$37.90	\$11.50	\$7.10	\$0.00	\$56.50
	06/01/2019	\$38.90	\$11.50	\$7.10	\$0.00	\$57.50
	12/01/2019	\$39.90	\$11.50	\$7.10	\$0.00	\$58.50
	06/01/2020	\$40.90	\$11.50	\$7.10	\$0.00	\$59.50
	12/01/2020	\$41.90	\$11.50	\$7.10	\$0.00	\$60.50
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2018	\$34.27	\$7.85	\$14.44	\$0.00	\$56.56
	06/01/2019	\$35.14	\$7.85	\$14.44	\$0.00	\$57.43
	12/01/2019	\$36.00	\$7.85	\$14.44	\$0.00	\$58.29
	06/01/2020	\$36.89	\$7.85	\$14.44	\$0.00	\$59.18
	12/01/2020	\$37.78	\$7.85	\$14.44	\$0.00	\$60.07
	06/01/2021	\$38.70	\$7.85	\$14.44	\$0.00	\$60.99
	12/01/2021	\$39.61	\$7.85	\$14.44	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BOILER MAKER	01/01/2019	\$44.71	\$7.07	\$17.72	\$0.00	\$69.50
BOILERMAKERS LOCAL 29	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
2	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
3	70	\$31.30	\$7.07	\$12.40	\$0.00	\$50.77
4	75	\$33.53	\$7.07	\$13.30	\$0.00	\$53.90
5	80	\$35.77	\$7.07	\$14.18	\$0.00	\$57.02
6	85	\$38.00	\$7.07	\$15.07	\$0.00	\$60.14
7	90	\$40.24	\$7.07	\$15.95	\$0.00	\$63.26
8	95	\$42.47	\$7.07	\$16.84	\$0.00	\$66.38

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
2	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
3	70	\$32.27	\$7.07	\$12.59	\$0.00	\$51.93
4	75	\$34.58	\$7.07	\$13.49	\$0.00	\$55.14
5	80	\$36.88	\$7.07	\$14.38	\$0.00	\$58.33
6	85	\$39.19	\$7.07	\$15.29	\$0.00	\$61.55
7	90	\$41.49	\$7.07	\$16.18	\$0.00	\$64.74
8	95	\$43.80	\$7.07	\$17.09	\$0.00	\$67.96

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	02/01/2019	\$51.41	\$10.75	\$20.06	\$0.00	\$82.22
BRICKLAYERS LOCAL 3 (LOWELL)	08/01/2019	\$52.76	\$10.75	\$20.20	\$0.00	\$83.71
	02/01/2020	\$53.36	\$10.75	\$20.20	\$0.00	\$84.31
	08/01/2020	\$54.71	\$10.75	\$20.35	\$0.00	\$85.81
	02/01/2021	\$55.31	\$10.75	\$20.35	\$0.00	\$86.41
	08/01/2021	\$56.71	\$10.75	\$20.51	\$0.00	\$87.97
	02/01/2022	\$57.29	\$10.75	\$20.51	\$0.00	\$88.55

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Lowell

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$10.75	\$20.06	\$0.00	\$56.52
2	60	\$30.85	\$10.75	\$20.06	\$0.00	\$61.66
3	70	\$35.99	\$10.75	\$20.06	\$0.00	\$66.80
4	80	\$41.13	\$10.75	\$20.06	\$0.00	\$71.94
5	90	\$46.27	\$10.75	\$20.06	\$0.00	\$77.08

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.38	\$10.75	\$20.20	\$0.00	\$57.33
2	60	\$31.66	\$10.75	\$20.20	\$0.00	\$62.61
3	70	\$36.93	\$10.75	\$20.20	\$0.00	\$67.88
4	80	\$42.21	\$10.75	\$20.20	\$0.00	\$73.16
5	90	\$47.48	\$10.75	\$20.20	\$0.00	\$78.43

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	12/01/2018	\$39.75	\$7.85	\$15.55	\$0.00	\$63.15
LABORERS - FOUNDATION AND MARINE	06/01/2019	\$40.75	\$7.85	\$15.55	\$0.00	\$64.15
	12/01/2019	\$41.75	\$7.85	\$15.55	\$0.00	\$65.15
	06/01/2020	\$42.74	\$7.85	\$15.55	\$0.00	\$66.14
	12/01/2020	\$43.72	\$7.85	\$15.55	\$0.00	\$67.12
	06/01/2021	\$44.74	\$7.85	\$15.55	\$0.00	\$68.14
	12/01/2021	\$45.75	\$7.85	\$15.55	\$0.00	\$69.15

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER	12/01/2018	\$38.60	\$7.85	\$15.55	\$0.00	\$62.00
LABORERS - FOUNDATION AND MARINE	06/01/2019	\$39.60	\$7.85	\$15.55	\$0.00	\$63.00
	12/01/2019	\$40.60	\$7.85	\$15.55	\$0.00	\$64.00
	06/01/2020	\$41.59	\$7.85	\$15.55	\$0.00	\$64.99
	12/01/2020	\$42.57	\$7.85	\$15.55	\$0.00	\$65.97
	06/01/2021	\$43.59	\$7.85	\$15.55	\$0.00	\$66.99
	12/01/2021	\$44.60	\$7.85	\$15.55	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN LABORERS - FOUNDATION AND MARINE	12/01/2018	\$38.60	\$7.85	\$15.55	\$0.00	\$62.00
	06/01/2019	\$39.60	\$7.85	\$15.55	\$0.00	\$63.00
	12/01/2019	\$40.60	\$7.85	\$15.55	\$0.00	\$64.00
	06/01/2020	\$41.59	\$7.85	\$15.55	\$0.00	\$64.99
	12/01/2020	\$42.57	\$7.85	\$15.55	\$0.00	\$65.97
	06/01/2021	\$43.59	\$7.85	\$15.55	\$0.00	\$66.99
	12/01/2021	\$44.60	\$7.85	\$15.55	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR LABORERS - ZONE 2	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
CARPENTER CARPENTERS -ZONE 2 (Eastern Massachusetts)	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

Apprentice - CARPENTER - Zone 2 Eastern MA

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

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$9.90	\$1.73	\$0.00	\$32.81
2	60	\$25.41	\$9.90	\$1.73	\$0.00	\$37.04
3	70	\$29.65	\$9.90	\$12.31	\$0.00	\$51.86
4	75	\$31.76	\$9.90	\$12.31	\$0.00	\$53.97
5	80	\$33.88	\$9.90	\$14.04	\$0.00	\$57.82
6	80	\$33.88	\$9.90	\$14.04	\$0.00	\$57.82
7	90	\$38.12	\$9.90	\$15.77	\$0.00	\$63.79
8	90	\$38.12	\$9.90	\$15.77	\$0.00	\$63.79

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80

Step 1&2 \$30.22/ 3&4 \$36.03/ 5&6 \$52.86/ 7&8 \$58.73

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARPENTER WOOD FRAME	10/01/2018	\$27.09	\$7.07	\$7.86	\$0.00	\$42.02
CARPENTERS -ZONE 2 (Wood Frame)	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

All Aspects of New Wood Frame Work - As of 9/1/09 Carpentry work on wood-frame WEATHERIZATION projects shall be paid the WOOD FRAME CARPENTER rate.

Apprentice - CARPENTER (Wood Frame) - Zone 2

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

Effective Date - 04/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.51	\$7.07	\$0.00	\$0.00	\$23.58
2	60	\$16.51	\$7.07	\$0.00	\$0.00	\$23.58
3	65	\$17.89	\$7.07	\$7.86	\$0.00	\$32.82
4	70	\$19.26	\$7.07	\$7.86	\$0.00	\$34.19
5	75	\$20.64	\$7.07	\$7.86	\$0.00	\$35.57
6	80	\$22.02	\$7.07	\$7.86	\$0.00	\$36.95
7	85	\$23.39	\$7.07	\$7.86	\$0.00	\$38.32
8	90	\$24.77	\$7.07	\$7.86	\$0.00	\$39.70

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80

Step 1&2 \$19.26/ 3&4 \$26.72/ 5&6 \$33.89/ 7&8 \$36.60

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	01/01/2019	\$43.68	\$12.50	\$22.41	\$0.30	\$78.89
BRICKLAYERS LOCAL 3 (LOWELL)	07/01/2019	\$44.56	\$12.50	\$22.41	\$0.30	\$79.77
	01/01/2020	\$45.80	\$12.50	\$22.41	\$0.30	\$81.01

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - CEMENT MASONRY/PLASTERING - Lowell
Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.84	\$12.50	\$15.41	\$0.00	\$49.75
2	60	\$26.21	\$12.50	\$17.41	\$0.30	\$56.42
3	65	\$28.39	\$12.50	\$18.41	\$0.30	\$59.60
4	70	\$30.58	\$12.50	\$19.41	\$0.30	\$62.79
5	75	\$32.76	\$12.50	\$20.41	\$0.30	\$65.97
6	80	\$34.94	\$12.50	\$21.41	\$0.30	\$69.15
7	90	\$39.31	\$12.50	\$22.41	\$0.30	\$74.52

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.28	\$12.50	\$15.41	\$0.00	\$50.19
2	60	\$26.74	\$12.50	\$17.41	\$0.30	\$56.95
3	65	\$28.96	\$12.50	\$18.41	\$0.30	\$60.17
4	70	\$31.19	\$12.50	\$19.41	\$0.30	\$63.40
5	75	\$33.42	\$12.50	\$20.41	\$0.30	\$66.63
6	80	\$35.65	\$12.50	\$21.41	\$0.30	\$69.86
7	90	\$40.10	\$12.50	\$22.41	\$0.30	\$75.31

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3
CHAIN SAW OPERATOR
LABORERS - ZONE 2

12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES
OPERATING ENGINEERS LOCAL 4

12/01/2018	\$48.58	\$11.50	\$15.60	\$0.00	\$75.68
06/01/2019	\$49.68	\$11.50	\$15.60	\$0.00	\$76.78
12/01/2019	\$50.83	\$11.50	\$15.60	\$0.00	\$77.93
06/01/2020	\$51.93	\$11.50	\$15.60	\$0.00	\$79.03
12/01/2020	\$53.08	\$11.50	\$15.60	\$0.00	\$80.18
06/01/2021	\$54.18	\$11.50	\$15.60	\$0.00	\$81.28
12/01/2021	\$55.33	\$11.50	\$15.60	\$0.00	\$82.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2018	\$32.03	\$11.50	\$15.60	\$0.00	\$59.13
	06/01/2019	\$32.78	\$11.50	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.57	\$11.50	\$15.60	\$0.00	\$60.67
	06/01/2020	\$34.32	\$11.50	\$15.60	\$0.00	\$61.42
	12/01/2020	\$35.10	\$11.50	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.85	\$11.50	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.64	\$11.50	\$15.60	\$0.00	\$63.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 2	01/01/2019	\$50.36	\$8.15	\$20.85	\$0.00	\$79.36
	07/01/2019	\$51.46	\$8.15	\$20.85	\$0.00	\$80.46
	01/01/2020	\$52.56	\$8.15	\$20.85	\$0.00	\$81.56
	07/01/2020	\$53.66	\$8.15	\$20.85	\$0.00	\$82.66
	01/01/2021	\$54.76	\$8.15	\$20.85	\$0.00	\$83.76

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.18	\$8.15	\$0.00	\$0.00	\$33.33
2	55	\$27.70	\$8.15	\$5.64	\$0.00	\$41.49
3	60	\$30.22	\$8.15	\$6.15	\$0.00	\$44.52
4	65	\$32.73	\$8.15	\$6.66	\$0.00	\$47.54
5	70	\$35.25	\$8.15	\$17.78	\$0.00	\$61.18
6	75	\$37.77	\$8.15	\$18.29	\$0.00	\$64.21
7	80	\$40.29	\$8.15	\$18.80	\$0.00	\$67.24
8	90	\$45.32	\$8.15	\$19.83	\$0.00	\$73.30

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.73	\$8.15	\$0.00	\$0.00	\$33.88
2	55	\$28.30	\$8.15	\$5.64	\$0.00	\$42.09
3	60	\$30.88	\$8.15	\$6.15	\$0.00	\$45.18
4	65	\$33.45	\$8.15	\$6.66	\$0.00	\$48.26
5	70	\$36.02	\$8.15	\$17.78	\$0.00	\$61.95
6	75	\$38.60	\$8.15	\$18.29	\$0.00	\$65.04
7	80	\$41.17	\$8.15	\$18.80	\$0.00	\$68.12
8	90	\$46.31	\$8.15	\$19.83	\$0.00	\$74.29

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 2	12/01/2018	\$38.80	\$7.85	\$15.35	\$0.00	\$62.00
	06/01/2019	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	12/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	12/01/2018	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	06/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
	12/01/2019	\$41.80	\$7.85	\$15.35	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 2	12/01/2018	\$39.55	\$7.85	\$15.35	\$0.00	\$62.75
	06/01/2019	\$40.55	\$7.85	\$15.35	\$0.00	\$63.75
	12/01/2019	\$41.55	\$7.85	\$15.35	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 2	12/01/2018	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	06/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
	12/01/2019	\$41.80	\$7.85	\$15.35	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 2	12/01/2018	\$39.55	\$7.85	\$15.35	\$0.00	\$62.75
	06/01/2019	\$40.55	\$7.85	\$15.35	\$0.00	\$63.75
	12/01/2019	\$41.55	\$7.85	\$15.35	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 2	12/01/2018	\$38.80	\$7.85	\$15.35	\$0.00	\$62.00
	06/01/2019	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	12/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	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)	08/01/2018	\$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)	08/01/2018	\$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)	08/01/2018	\$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	09/01/2018	\$50.62	\$13.00	\$18.37	\$0.00	\$81.99
	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN ELECTRICIANS LOCAL 103	09/01/2018	\$50.62	\$13.00	\$18.37	\$0.00	\$81.99
	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - ELECTRICIAN - Local 103

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.25	\$13.00	\$0.61	\$0.00	\$33.86
2	40	\$20.25	\$13.00	\$0.61	\$0.00	\$33.86
3	45	\$22.78	\$13.00	\$13.97	\$0.00	\$49.75
4	45	\$22.78	\$13.00	\$13.97	\$0.00	\$49.75
5	50	\$25.31	\$13.00	\$14.38	\$0.00	\$52.69
6	55	\$27.84	\$13.00	\$14.78	\$0.00	\$55.62
7	60	\$30.37	\$13.00	\$15.17	\$0.00	\$58.54
8	65	\$32.90	\$13.00	\$15.58	\$0.00	\$61.48
9	70	\$35.43	\$13.00	\$15.97	\$0.00	\$64.40
10	75	\$37.97	\$13.00	\$16.37	\$0.00	\$67.34

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.44	\$13.00	\$0.61	\$0.00	\$34.05
2	40	\$20.44	\$13.00	\$0.61	\$0.00	\$34.05
3	45	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
4	45	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
5	50	\$25.55	\$13.00	\$14.76	\$0.00	\$53.31
6	55	\$28.11	\$13.00	\$15.17	\$0.00	\$56.28
7	60	\$30.66	\$13.00	\$15.58	\$0.00	\$59.24
8	65	\$33.22	\$13.00	\$16.00	\$0.00	\$62.22
9	70	\$35.77	\$13.00	\$16.40	\$0.00	\$65.17
10	75	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15

Notes :

App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2019	\$59.47	\$15.58	\$17.51	\$0.00	\$92.56
ELEVATOR CONSTRUCTORS LOCAL 4	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 - 01/01/2019

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

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.71	\$15.73	\$0.00	\$0.00	\$46.44
2	55	\$33.78	\$15.73	\$18.41	\$0.00	\$67.92
3	65	\$39.92	\$15.73	\$18.41	\$0.00	\$74.06
4	70	\$42.99	\$15.73	\$18.41	\$0.00	\$77.13
5	80	\$49.14	\$15.73	\$18.41	\$0.00	\$83.28

Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER	01/01/2019	\$41.63	\$15.58	\$17.51	\$0.00	\$74.72
ELEVATOR CONSTRUCTORS LOCAL 4	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	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
LABORERS - ZONE 2	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	11/01/2018	\$43.19	\$11.00	\$15.50	\$0.00	\$69.69
OPERATING ENGINEERS LOCAL 4	05/01/2019	\$44.33	\$11.00	\$15.50	\$0.00	\$70.83
	11/01/2019	\$45.33	\$11.00	\$15.50	\$0.00	\$71.83
	05/01/2020	\$46.48	\$11.00	\$15.50	\$0.00	\$72.98
	11/01/2020	\$47.48	\$11.00	\$15.50	\$0.00	\$73.98
	05/01/2021	\$48.68	\$11.00	\$15.50	\$0.00	\$75.18
	11/01/2021	\$49.63	\$11.00	\$15.50	\$0.00	\$76.13
	05/01/2022	\$50.78	\$11.00	\$15.50	\$0.00	\$77.28

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2018	\$44.67	\$11.00	\$15.50	\$0.00	\$71.17
	05/01/2019	\$45.82	\$11.00	\$15.50	\$0.00	\$72.32
	11/01/2019	\$46.83	\$11.00	\$15.50	\$0.00	\$73.33
	05/01/2020	\$47.98	\$11.00	\$15.50	\$0.00	\$74.48
	11/01/2020	\$48.99	\$11.00	\$15.50	\$0.00	\$75.49
	05/01/2021	\$50.15	\$11.00	\$15.50	\$0.00	\$76.65
	11/01/2021	\$51.16	\$11.00	\$15.50	\$0.00	\$77.66
	05/01/2022	\$52.32	\$11.00	\$15.50	\$0.00	\$78.82
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2018	\$22.45	\$11.00	\$15.50	\$0.00	\$48.95
	05/01/2019	\$23.13	\$11.00	\$15.50	\$0.00	\$49.63
	11/01/2019	\$23.72	\$11.00	\$15.50	\$0.00	\$50.22
	05/01/2020	\$24.39	\$11.00	\$15.50	\$0.00	\$50.89
	11/01/2020	\$24.98	\$11.00	\$15.50	\$0.00	\$51.48
	05/01/2021	\$25.66	\$11.00	\$15.50	\$0.00	\$52.16
	11/01/2021	\$26.26	\$11.00	\$15.50	\$0.00	\$52.76
	05/01/2022	\$26.93	\$11.00	\$15.50	\$0.00	\$53.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	09/01/2018	\$50.62	\$13.00	\$18.37	\$0.00	\$81.99
	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i>	09/01/2018	\$37.97	\$13.00	\$16.35	\$0.00	\$67.32
<i>LOCAL 103</i>	03/01/2019	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$39.13	\$11.50	\$15.60	\$0.00	\$66.23
	06/01/2019	\$40.04	\$11.50	\$15.60	\$0.00	\$67.14
	12/01/2019	\$40.99	\$11.50	\$15.60	\$0.00	\$68.09
	06/01/2020	\$41.90	\$11.50	\$15.60	\$0.00	\$69.00
	12/01/2020	\$42.85	\$11.50	\$15.60	\$0.00	\$69.95
	06/01/2021	\$43.76	\$11.50	\$15.60	\$0.00	\$70.86
	12/01/2021	\$44.71	\$11.50	\$15.60	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	12/01/2018	\$22.50	\$7.85	\$14.44	\$0.00	\$44.79
	06/01/2019	\$22.50	\$7.85	\$14.44	\$0.00	\$44.79
	12/01/2019	\$23.50	\$7.85	\$14.44	\$0.00	\$45.79
	06/01/2020	\$23.50	\$7.85	\$14.44	\$0.00	\$45.79
	12/01/2020	\$24.50	\$7.85	\$14.44	\$0.00	\$46.79
	06/01/2021	\$24.50	\$7.85	\$14.44	\$0.00	\$46.79
	12/01/2021	\$24.50	\$7.85	\$14.44	\$0.00	\$46.79
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE I</i>	03/01/2016	\$42.13	\$9.80	\$17.62	\$0.00	\$69.55

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - FLOORCOVERER - Local 2168 Zone I						
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 OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	12/01/2018	\$32.03	\$11.50	\$15.60	\$0.00	\$59.13
	06/01/2019	\$32.78	\$11.50	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.57	\$11.50	\$15.60	\$0.00	\$60.67
	06/01/2020	\$34.32	\$11.50	\$15.60	\$0.00	\$61.42
	12/01/2020	\$35.10	\$11.50	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.85	\$11.50	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.64	\$11.50	\$15.60	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 35 (ZONE 2)	01/01/2019	\$39.86	\$8.15	\$20.85	\$0.00	\$68.86
	07/01/2019	\$40.96	\$8.15	\$20.85	\$0.00	\$69.96
	01/01/2020	\$42.06	\$8.15	\$20.85	\$0.00	\$71.06
	07/01/2020	\$43.16	\$8.15	\$20.85	\$0.00	\$72.16
	01/01/2021	\$44.26	\$8.15	\$20.85	\$0.00	\$73.26

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - GLAZIER - Local 35 Zone 2
Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.93	\$8.15	\$0.00	\$0.00	\$28.08
2	55	\$21.92	\$8.15	\$5.64	\$0.00	\$35.71
3	60	\$23.92	\$8.15	\$6.15	\$0.00	\$38.22
4	65	\$25.91	\$8.15	\$6.66	\$0.00	\$40.72
5	70	\$27.90	\$8.15	\$17.78	\$0.00	\$53.83
6	75	\$29.90	\$8.15	\$18.29	\$0.00	\$56.34
7	80	\$31.89	\$8.15	\$18.80	\$0.00	\$58.84
8	90	\$35.87	\$8.15	\$19.83	\$0.00	\$63.85

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.48	\$8.15	\$0.00	\$0.00	\$28.63
2	55	\$22.53	\$8.15	\$5.64	\$0.00	\$36.32
3	60	\$24.58	\$8.15	\$6.15	\$0.00	\$38.88
4	65	\$26.62	\$8.15	\$6.66	\$0.00	\$41.43
5	70	\$28.67	\$8.15	\$17.78	\$0.00	\$54.60
6	75	\$30.72	\$8.15	\$18.29	\$0.00	\$57.16
7	80	\$32.77	\$8.15	\$18.80	\$0.00	\$59.72
8	90	\$36.86	\$8.15	\$19.83	\$0.00	\$64.84

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - OPERATING ENGINEERS - Local 4						
Effective Date - 12/01/2018						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.17	\$11.50	\$0.00	\$0.00	\$37.67
2	60	\$28.55	\$11.50	\$15.60	\$0.00	\$55.65
3	65	\$30.93	\$11.50	\$15.60	\$0.00	\$58.03
4	70	\$33.31	\$11.50	\$15.60	\$0.00	\$60.41
5	75	\$35.69	\$11.50	\$15.60	\$0.00	\$62.79
6	80	\$38.06	\$11.50	\$15.60	\$0.00	\$65.16
7	85	\$40.44	\$11.50	\$15.60	\$0.00	\$67.54
8	90	\$42.82	\$11.50	\$15.60	\$0.00	\$69.92

Effective Date - 06/01/2019						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.77	\$11.50	\$0.00	\$0.00	\$38.27
2	60	\$29.21	\$11.50	\$15.60	\$0.00	\$56.31
3	65	\$31.64	\$11.50	\$15.60	\$0.00	\$58.74
4	70	\$34.08	\$11.50	\$15.60	\$0.00	\$61.18
5	75	\$36.51	\$11.50	\$15.60	\$0.00	\$63.61
6	80	\$38.94	\$11.50	\$15.60	\$0.00	\$66.04
7	85	\$41.38	\$11.50	\$15.60	\$0.00	\$68.48
8	90	\$43.81	\$11.50	\$15.60	\$0.00	\$70.91

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	09/01/2018	\$50.62	\$13.00	\$18.37	\$0.00	\$81.99
	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
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	09/01/2018	\$52.94	\$9.95	\$18.74	\$0.00	\$81.63
	09/01/2019	\$54.44	\$9.95	\$18.74	\$0.00	\$83.13
	09/01/2020	\$55.94	\$9.95	\$18.74	\$0.00	\$84.63
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC PIPEFITTERS LOCAL 537	09/01/2018	\$52.94	\$9.95	\$18.74	\$0.00	\$81.63
	09/01/2019	\$54.44	\$9.95	\$18.74	\$0.00	\$83.13
	09/01/2020	\$55.94	\$9.95	\$18.74	\$0.00	\$84.63
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HYDRAULIC DRILLS LABORERS - ZONE 2	12/01/2018	\$34.27	\$7.85	\$14.44	\$0.00	\$56.56
	06/01/2019	\$35.14	\$7.85	\$14.44	\$0.00	\$57.43
	12/01/2019	\$36.00	\$7.85	\$14.44	\$0.00	\$58.29
	06/01/2020	\$36.89	\$7.85	\$14.44	\$0.00	\$59.18
	12/01/2020	\$37.78	\$7.85	\$14.44	\$0.00	\$60.07
	06/01/2021	\$38.70	\$7.85	\$14.44	\$0.00	\$60.99
	12/01/2021	\$39.61	\$7.85	\$14.44	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2018	\$49.34	\$11.75	\$14.20	\$0.00	\$75.29
	09/01/2019	\$51.84	\$11.75	\$14.20	\$0.00	\$77.79

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston

Effective Date - 09/01/2018

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

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.92	\$11.75	\$10.45	\$0.00	\$48.12
2	60	\$31.10	\$11.75	\$11.20	\$0.00	\$54.05
3	70	\$36.29	\$11.75	\$11.95	\$0.00	\$59.99
4	80	\$41.47	\$11.75	\$12.70	\$0.00	\$65.92

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 7 (BOSTON AREA)	09/16/2018	\$46.07	\$8.00	\$22.85	\$0.00	\$76.92
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Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 09/16/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.64	\$8.00	\$22.85	\$0.00	\$58.49
2	70	\$32.25	\$8.00	\$22.85	\$0.00	\$63.10
3	75	\$34.55	\$8.00	\$22.85	\$0.00	\$65.40
4	80	\$36.86	\$8.00	\$22.85	\$0.00	\$67.71
5	85	\$39.16	\$8.00	\$22.85	\$0.00	\$70.01
6	90	\$41.46	\$8.00	\$22.85	\$0.00	\$72.31

Notes:

** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
LABORERS - ZONE 2	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
LABORER	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
LABORERS - ZONE 2	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.11	\$7.85	\$14.44	\$0.00	\$42.40
2	70	\$23.46	\$7.85	\$14.44	\$0.00	\$45.75
3	80	\$26.82	\$7.85	\$14.44	\$0.00	\$49.11
4	90	\$30.17	\$7.85	\$14.44	\$0.00	\$52.46

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.63	\$7.85	\$14.44	\$0.00	\$42.92
2	70	\$24.07	\$7.85	\$14.44	\$0.00	\$46.36
3	80	\$27.51	\$7.85	\$14.44	\$0.00	\$49.80
4	90	\$30.95	\$7.85	\$14.44	\$0.00	\$53.24

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
LABORERS - ZONE 2	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
LABORERS - ZONE 2	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/01/2018	\$33.72	\$7.85	\$14.39	\$0.00	\$55.96
LABORERS - ZONE 2	06/01/2019	\$34.59	\$7.85	\$14.39	\$0.00	\$56.83
	12/01/2019	\$35.45	\$7.85	\$14.39	\$0.00	\$57.69

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$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"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2019	\$40.91	\$10.75	\$18.97	\$0.00	\$70.63
	08/01/2019	\$41.99	\$10.75	\$19.11	\$0.00	\$71.85
	02/01/2020	\$42.50	\$10.75	\$19.11	\$0.00	\$72.36
	08/01/2020	\$43.58	\$10.75	\$19.26	\$0.00	\$73.59
	02/01/2021	\$44.09	\$10.75	\$19.26	\$0.00	\$74.10
	08/01/2021	\$45.21	\$10.75	\$19.42	\$0.00	\$75.38
	02/01/2022	\$45.68	\$10.75	\$19.42	\$0.00	\$75.85

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.46	\$10.75	\$18.97	\$0.00	\$50.18
2	60	\$24.55	\$10.75	\$18.97	\$0.00	\$54.27
3	70	\$28.64	\$10.75	\$18.97	\$0.00	\$58.36
4	80	\$32.73	\$10.75	\$18.97	\$0.00	\$62.45
5	90	\$36.82	\$10.75	\$18.97	\$0.00	\$66.54

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.00	\$10.75	\$19.11	\$0.00	\$50.86
2	60	\$25.19	\$10.75	\$19.11	\$0.00	\$55.05
3	70	\$29.39	\$10.75	\$19.11	\$0.00	\$59.25
4	80	\$33.59	\$10.75	\$19.11	\$0.00	\$63.45
5	90	\$37.79	\$10.75	\$19.11	\$0.00	\$67.65

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	02/01/2019	\$53.57	\$10.75	\$20.66	\$0.00	\$84.98
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2019	\$54.92	\$10.75	\$20.80	\$0.00	\$86.47
	02/01/2020	\$55.55	\$10.75	\$20.80	\$0.00	\$87.10
	08/01/2020	\$56.90	\$10.75	\$20.95	\$0.00	\$88.60
	02/01/2021	\$57.54	\$10.75	\$20.95	\$0.00	\$89.24
	08/01/2021	\$58.94	\$10.75	\$21.11	\$0.00	\$90.80
	02/01/2022	\$59.51	\$10.75	\$21.11	\$0.00	\$91.37

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.79	\$10.75	\$20.66	\$0.00	\$58.20
2	60	\$32.14	\$10.75	\$20.66	\$0.00	\$63.55
3	70	\$37.50	\$10.75	\$20.66	\$0.00	\$68.91
4	80	\$42.86	\$10.75	\$20.66	\$0.00	\$74.27
5	90	\$48.21	\$10.75	\$20.66	\$0.00	\$79.62

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.46	\$10.75	\$20.80	\$0.00	\$59.01
2	60	\$32.95	\$10.75	\$20.80	\$0.00	\$64.50
3	70	\$38.44	\$10.75	\$20.80	\$0.00	\$69.99
4	80	\$43.94	\$10.75	\$20.80	\$0.00	\$75.49
5	90	\$49.43	\$10.75	\$20.80	\$0.00	\$80.98

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2)	10/01/2018	\$38.02	\$9.90	\$18.50	\$0.00	\$66.42
MILLWRIGHTS LOCAL 1121 - Zone 2	04/01/2019	\$38.87	\$9.90	\$18.50	\$0.00	\$67.27

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 10/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$20.91	\$9.90	\$5.31	\$0.00	\$36.12
2	65	\$24.71	\$9.90	\$15.13	\$0.00	\$49.74
3	75	\$28.52	\$9.90	\$16.10	\$0.00	\$54.52
4	85	\$32.32	\$9.90	\$17.06	\$0.00	\$59.28

Effective Date - 04/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.38	\$9.90	\$5.31	\$0.00	\$36.59
2	65	\$25.27	\$9.90	\$15.13	\$0.00	\$50.30
3	75	\$29.15	\$9.90	\$16.10	\$0.00	\$55.15
4	85	\$33.04	\$9.90	\$17.06	\$0.00	\$60.00

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
LABORERS - ZONE 2	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/01/2018	\$23.06	\$11.50	\$15.60	\$0.00	\$50.16
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$23.61	\$11.50	\$15.60	\$0.00	\$50.71
	12/01/2019	\$24.18	\$11.50	\$15.60	\$0.00	\$51.28
	06/01/2020	\$24.73	\$11.50	\$15.60	\$0.00	\$51.83
	12/01/2020	\$25.30	\$11.50	\$15.60	\$0.00	\$52.40
	06/01/2021	\$25.85	\$11.50	\$15.60	\$0.00	\$52.95
	12/01/2021	\$26.43	\$11.50	\$15.60	\$0.00	\$53.53

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)	12/01/2018	\$27.42	\$11.50	\$15.60	\$0.00	\$54.52
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$28.07	\$11.50	\$15.60	\$0.00	\$55.17
	12/01/2019	\$28.74	\$11.50	\$15.60	\$0.00	\$55.84
	06/01/2020	\$29.39	\$11.50	\$15.60	\$0.00	\$56.49
	12/01/2020	\$30.07	\$11.50	\$15.60	\$0.00	\$57.17
	06/01/2021	\$30.71	\$11.50	\$15.60	\$0.00	\$57.81
	12/01/2021	\$31.39	\$11.50	\$15.60	\$0.00	\$58.49

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2019	\$50.36	\$8.15	\$20.85	\$0.00	\$79.36
	07/01/2019	\$51.46	\$8.15	\$20.85	\$0.00	\$80.46
	01/01/2020	\$52.56	\$8.15	\$20.85	\$0.00	\$81.56
	07/01/2020	\$53.66	\$8.15	\$20.85	\$0.00	\$82.66
	01/01/2021	\$54.76	\$8.15	\$20.85	\$0.00	\$83.76

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.18	\$8.15	\$0.00	\$0.00	\$33.33
2	55	\$27.70	\$8.15	\$5.64	\$0.00	\$41.49
3	60	\$30.22	\$8.15	\$6.15	\$0.00	\$44.52
4	65	\$32.73	\$8.15	\$6.66	\$0.00	\$47.54
5	70	\$35.25	\$8.15	\$17.78	\$0.00	\$61.18
6	75	\$37.77	\$8.15	\$18.29	\$0.00	\$64.21
7	80	\$40.29	\$8.15	\$18.80	\$0.00	\$67.24
8	90	\$45.32	\$8.15	\$19.83	\$0.00	\$73.30

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.73	\$8.15	\$0.00	\$0.00	\$33.88
2	55	\$28.30	\$8.15	\$5.64	\$0.00	\$42.09
3	60	\$30.88	\$8.15	\$6.15	\$0.00	\$45.18
4	65	\$33.45	\$8.15	\$6.66	\$0.00	\$48.26
5	70	\$36.02	\$8.15	\$17.78	\$0.00	\$61.95
6	75	\$38.60	\$8.15	\$18.29	\$0.00	\$65.04
7	80	\$41.17	\$8.15	\$18.80	\$0.00	\$68.12
8	90	\$46.31	\$8.15	\$19.83	\$0.00	\$74.29

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2019	\$41.26	\$8.15	\$20.85	\$0.00	\$70.26
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2019	\$42.36	\$8.15	\$20.85	\$0.00	\$71.36
	01/01/2020	\$43.46	\$8.15	\$20.85	\$0.00	\$72.46
	07/01/2020	\$44.56	\$8.15	\$20.85	\$0.00	\$73.56
	01/01/2021	\$45.66	\$8.15	\$20.85	\$0.00	\$74.66

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.63	\$8.15	\$0.00	\$0.00	\$28.78
2	55	\$22.69	\$8.15	\$5.64	\$0.00	\$36.48
3	60	\$24.76	\$8.15	\$6.15	\$0.00	\$39.06
4	65	\$26.82	\$8.15	\$6.66	\$0.00	\$41.63
5	70	\$28.88	\$8.15	\$17.78	\$0.00	\$54.81
6	75	\$30.95	\$8.15	\$18.29	\$0.00	\$57.39
7	80	\$33.01	\$8.15	\$18.80	\$0.00	\$59.96
8	90	\$37.13	\$8.15	\$19.83	\$0.00	\$65.11

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$8.15	\$0.00	\$0.00	\$29.33
2	55	\$23.30	\$8.15	\$5.64	\$0.00	\$37.09
3	60	\$25.42	\$8.15	\$6.15	\$0.00	\$39.72
4	65	\$27.53	\$8.15	\$6.66	\$0.00	\$42.34
5	70	\$29.65	\$8.15	\$17.78	\$0.00	\$55.58
6	75	\$31.77	\$8.15	\$18.29	\$0.00	\$58.21
7	80	\$33.89	\$8.15	\$18.80	\$0.00	\$60.84
8	90	\$38.12	\$8.15	\$19.83	\$0.00	\$66.10

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2019	\$39.32	\$8.15	\$20.85	\$0.00	\$68.32
PAINTERS LOCAL 35 - ZONE 2	07/01/2019	\$40.42	\$8.15	\$20.85	\$0.00	\$69.42
	01/01/2020	\$41.52	\$8.15	\$20.85	\$0.00	\$70.52
	07/01/2020	\$42.62	\$8.15	\$20.85	\$0.00	\$71.62
	01/01/2021	\$43.72	\$8.15	\$20.85	\$0.00	\$72.72

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.66	\$8.15	\$0.00	\$0.00	\$27.81
2	55	\$21.63	\$8.15	\$5.64	\$0.00	\$35.42
3	60	\$23.59	\$8.15	\$6.15	\$0.00	\$37.89
4	65	\$25.56	\$8.15	\$6.66	\$0.00	\$40.37
5	70	\$27.52	\$8.15	\$17.78	\$0.00	\$53.45
6	75	\$29.49	\$8.15	\$18.29	\$0.00	\$55.93
7	80	\$31.46	\$8.15	\$18.80	\$0.00	\$58.41
8	90	\$35.39	\$8.15	\$19.83	\$0.00	\$63.37

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.21	\$8.15	\$0.00	\$0.00	\$28.36
2	55	\$22.23	\$8.15	\$5.64	\$0.00	\$36.02
3	60	\$24.25	\$8.15	\$6.15	\$0.00	\$38.55
4	65	\$26.27	\$8.15	\$6.66	\$0.00	\$41.08
5	70	\$28.29	\$8.15	\$17.78	\$0.00	\$54.22
6	75	\$30.32	\$8.15	\$18.29	\$0.00	\$56.76
7	80	\$32.34	\$8.15	\$18.80	\$0.00	\$59.29
8	90	\$36.38	\$8.15	\$19.83	\$0.00	\$64.36

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
LABORERS - ZONE 2	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15
For Apprentice rates see "Apprentice- LABORER"						
PAINTER / TAPER (BRUSH, NEW) *	01/01/2019	\$39.86	\$8.15	\$20.85	\$0.00	\$68.86
* If 30% or more of surfaces to be painted are new construction,	07/01/2019	\$40.96	\$8.15	\$20.85	\$0.00	\$69.96
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2020	\$42.06	\$8.15	\$20.85	\$0.00	\$71.06
	07/01/2020	\$43.16	\$8.15	\$20.85	\$0.00	\$72.16
	01/01/2021	\$44.25	\$8.15	\$20.85	\$0.00	\$73.25

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.93	\$8.15	\$0.00	\$0.00	\$28.08
2	55	\$21.92	\$8.15	\$5.64	\$0.00	\$35.71
3	60	\$23.92	\$8.15	\$6.15	\$0.00	\$38.22
4	65	\$25.91	\$8.15	\$6.66	\$0.00	\$40.72
5	70	\$27.90	\$8.15	\$17.78	\$0.00	\$53.83
6	75	\$29.90	\$8.15	\$18.29	\$0.00	\$56.34
7	80	\$31.89	\$8.15	\$18.80	\$0.00	\$58.84
8	90	\$35.87	\$8.15	\$19.83	\$0.00	\$63.85

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.48	\$8.15	\$0.00	\$0.00	\$28.63
2	55	\$22.53	\$8.15	\$5.64	\$0.00	\$36.32
3	60	\$24.58	\$8.15	\$6.15	\$0.00	\$38.88
4	65	\$26.62	\$8.15	\$6.66	\$0.00	\$41.43
5	70	\$28.67	\$8.15	\$17.78	\$0.00	\$54.60
6	75	\$30.72	\$8.15	\$18.29	\$0.00	\$57.16
7	80	\$32.77	\$8.15	\$18.80	\$0.00	\$59.72
8	90	\$36.86	\$8.15	\$19.83	\$0.00	\$64.84

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2019	\$37.92	\$8.15	\$20.85	\$0.00	\$66.92
PAINTERS LOCAL 35 - ZONE 2	07/01/2019	\$39.02	\$8.15	\$20.85	\$0.00	\$68.02
	01/01/2020	\$40.12	\$8.15	\$20.85	\$0.00	\$69.12
	07/01/2020	\$41.22	\$8.15	\$20.85	\$0.00	\$70.22
	01/01/2021	\$42.32	\$8.15	\$20.85	\$0.00	\$71.32

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.96	\$8.15	\$0.00	\$0.00	\$27.11
2	55	\$20.86	\$8.15	\$5.64	\$0.00	\$34.65
3	60	\$22.75	\$8.15	\$6.15	\$0.00	\$37.05
4	65	\$24.65	\$8.15	\$6.66	\$0.00	\$39.46
5	70	\$26.54	\$8.15	\$17.78	\$0.00	\$52.47
6	75	\$28.44	\$8.15	\$18.29	\$0.00	\$54.88
7	80	\$30.34	\$8.15	\$18.80	\$0.00	\$57.29
8	90	\$34.13	\$8.15	\$19.83	\$0.00	\$62.11

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.51	\$8.15	\$0.00	\$0.00	\$27.66
2	55	\$21.46	\$8.15	\$5.64	\$0.00	\$35.25
3	60	\$23.41	\$8.15	\$6.15	\$0.00	\$37.71
4	65	\$25.36	\$8.15	\$6.66	\$0.00	\$40.17
5	70	\$27.31	\$8.15	\$17.78	\$0.00	\$53.24
6	75	\$29.27	\$8.15	\$18.29	\$0.00	\$55.71
7	80	\$31.22	\$8.15	\$18.80	\$0.00	\$58.17
8	90	\$35.12	\$8.15	\$19.83	\$0.00	\$63.10

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER	12/01/2018	\$33.08	\$11.91	\$12.70	\$0.00	\$57.69
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2019	\$34.08	\$11.91	\$12.70	\$0.00	\$58.69
	08/01/2019	\$34.08	\$12.41	\$12.70	\$0.00	\$59.19
	12/01/2019	\$34.08	\$12.41	\$13.72	\$0.00	\$60.21
	06/01/2020	\$34.98	\$12.41	\$13.72	\$0.00	\$61.11
	08/01/2020	\$34.98	\$12.91	\$13.72	\$0.00	\$61.61
	12/01/2020	\$34.98	\$12.91	\$14.82	\$0.00	\$62.71
	06/01/2021	\$35.78	\$12.91	\$14.82	\$0.00	\$63.51
	08/01/2021	\$35.78	\$13.41	\$14.82	\$0.00	\$64.01
	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
PILE DRIVER LOCAL 56 (ZONE 1)	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 - 08/01/2018

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

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.47	\$9.90	\$21.15	\$0.00	\$55.52
2	60	\$29.36	\$9.90	\$21.15	\$0.00	\$60.41
3	70	\$34.26	\$9.90	\$21.15	\$0.00	\$65.31
4	75	\$36.71	\$9.90	\$21.15	\$0.00	\$67.76
5	80	\$39.15	\$9.90	\$21.15	\$0.00	\$70.20
6	80	\$39.15	\$9.90	\$21.15	\$0.00	\$70.20
7	90	\$44.05	\$9.90	\$21.15	\$0.00	\$75.10
8	90	\$44.05	\$9.90	\$21.15	\$0.00	\$75.10

Notes:

Apprentice to Journeyworker Ratio:1:5

PIPEFITTER & STEAMFITTER	09/01/2018	\$52.94	\$9.95	\$18.74	\$0.00	\$81.63
PIPEFITTERS LOCAL 537	09/01/2019	\$54.44	\$9.95	\$18.74	\$0.00	\$83.13
	09/01/2020	\$55.94	\$9.95	\$18.74	\$0.00	\$84.63

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PIPEFITTER - Local 537						
Effective Date - 09/01/2018						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$21.18	\$9.95	\$7.75	\$0.00	\$38.88
2	45	\$23.82	\$9.95	\$18.74	\$0.00	\$52.51
3	60	\$31.76	\$9.95	\$18.74	\$0.00	\$60.45
4	70	\$37.06	\$9.95	\$18.74	\$0.00	\$65.75
5	80	\$42.35	\$9.95	\$18.74	\$0.00	\$71.04
Effective Date - 09/01/2019						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$21.78	\$9.95	\$7.75	\$0.00	\$39.48
2	45	\$24.50	\$9.95	\$18.74	\$0.00	\$53.19
3	60	\$32.66	\$9.95	\$18.74	\$0.00	\$61.35
4	70	\$38.11	\$9.95	\$18.74	\$0.00	\$66.80
5	80	\$43.55	\$9.95	\$18.74	\$0.00	\$72.24
Notes: ** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr. Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)						
Apprentice to Journeyworker Ratio:**						
PIPELAYER LABORERS - ZONE 2	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
PLUMBERS & GASFITTERS PLUMBERS & GASFITTERS LOCAL 12	09/01/2018	\$55.69	\$11.82	\$16.01	\$0.00	\$83.52
	03/01/2019	\$57.19	\$11.82	\$16.01	\$0.00	\$85.02
	09/01/2019	\$58.69	\$11.82	\$16.01	\$0.00	\$86.52
	03/01/2020	\$60.19	\$11.82	\$16.01	\$0.00	\$88.02
	09/01/2020	\$61.69	\$11.82	\$16.01	\$0.00	\$89.52
	03/01/2021	\$63.19	\$11.82	\$16.01	\$0.00	\$91.02

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PLUMBER/GASFITTER - Local 12
Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.49	\$11.82	\$5.81	\$0.00	\$37.12
2	40	\$22.28	\$11.82	\$6.59	\$0.00	\$40.69
3	55	\$30.63	\$11.82	\$8.98	\$0.00	\$51.43
4	65	\$36.20	\$11.82	\$10.53	\$0.00	\$58.55
5	75	\$41.77	\$11.82	\$12.13	\$0.00	\$65.72

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.02	\$11.82	\$5.81	\$0.00	\$37.65
2	40	\$22.88	\$11.82	\$6.59	\$0.00	\$41.29
3	55	\$31.45	\$11.82	\$8.98	\$0.00	\$52.25
4	65	\$37.17	\$11.82	\$10.53	\$0.00	\$59.52
5	75	\$42.89	\$11.82	\$12.13	\$0.00	\$66.84

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$62.12, Step5 with lic\$69.27

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.)	09/01/2018	\$52.94	\$9.95	\$18.74	\$0.00	\$81.63
PIPEFITTERS LOCAL 537	09/01/2019	\$54.44	\$9.95	\$18.74	\$0.00	\$83.13
	09/01/2020	\$55.94	\$9.95	\$18.74	\$0.00	\$84.63

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
LABORERS - ZONE 2	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER	12/01/2018	\$34.52	\$7.85	\$14.44	\$0.00	\$56.81
LABORERS - ZONE 2	06/01/2019	\$35.39	\$7.85	\$14.44	\$0.00	\$57.68
	12/01/2019	\$36.25	\$7.85	\$14.44	\$0.00	\$58.54
	06/01/2020	\$37.14	\$7.85	\$14.44	\$0.00	\$59.43
	12/01/2020	\$38.03	\$7.85	\$14.44	\$0.00	\$60.32
	06/01/2021	\$38.95	\$7.85	\$14.44	\$0.00	\$61.24
	12/01/2021	\$39.86	\$7.85	\$14.44	\$0.00	\$62.15

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 4	12/01/2018	\$32.03	\$11.50	\$15.60	\$0.00	\$59.13
	06/01/2019	\$32.78	\$11.50	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.57	\$11.50	\$15.60	\$0.00	\$60.67
	06/01/2020	\$34.32	\$11.50	\$15.60	\$0.00	\$61.42
	12/01/2020	\$35.10	\$11.50	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.85	\$11.50	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.64	\$11.50	\$15.60	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY MIX CONCRETE DRIVERS after 4/30/10 (Drivers Hired After 4/30/2010) TEAMSTERS LOCAL 25c	07/01/2017	\$28.18	\$8.48	\$9.72	\$0.00	\$46.38
READY-MIX CONCRETE DRIVER TEAMSTERS LOCAL 25c	07/01/2017	\$29.48	\$8.48	\$9.72	\$0.00	\$47.68
RECLAIMERS OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS - ZONE 2	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofing Waterproofing &Roofing Dampproofg) ROOFERS LOCAL 33	02/01/2019	\$43.36	\$11.50	\$15.90	\$0.00	\$70.76
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Apprentice - ROOFER - Local 33

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.68	\$11.50	\$3.69	\$0.00	\$36.87
2	60	\$26.02	\$11.50	\$15.90	\$0.00	\$53.42
3	65	\$28.18	\$11.50	\$15.90	\$0.00	\$55.58
4	75	\$32.52	\$11.50	\$15.90	\$0.00	\$59.92
5	85	\$36.86	\$11.50	\$15.90	\$0.00	\$64.26

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 ROOFERS LOCAL 33	02/01/2019	\$43.61	\$11.50	\$15.90	\$0.00	\$71.01
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For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 - A	02/01/2018	\$44.11	\$12.20	\$24.12	\$2.41	\$82.84
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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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2018	\$33.54	\$11.91	\$12.70	\$0.00	\$58.15
	06/01/2019	\$34.54	\$11.91	\$12.70	\$0.00	\$59.15
	08/01/2019	\$34.54	\$12.41	\$12.70	\$0.00	\$59.65
	12/01/2019	\$34.54	\$12.41	\$13.72	\$0.00	\$60.67
	06/01/2020	\$35.44	\$12.41	\$13.72	\$0.00	\$61.57
	08/01/2020	\$35.44	\$12.91	\$13.72	\$0.00	\$62.07
	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2018	\$33.83	\$11.91	\$12.70	\$0.00	\$58.44
	06/01/2019	\$34.83	\$11.91	\$12.70	\$0.00	\$59.44
	08/01/2019	\$34.83	\$12.41	\$12.70	\$0.00	\$59.94
	12/01/2019	\$34.83	\$12.41	\$13.72	\$0.00	\$60.96
	06/01/2020	\$35.73	\$12.41	\$13.72	\$0.00	\$61.86
	08/01/2020	\$35.73	\$12.91	\$13.72	\$0.00	\$62.36
	12/01/2020	\$35.73	\$12.91	\$14.82	\$0.00	\$63.46
	06/01/2021	\$36.53	\$12.91	\$14.82	\$0.00	\$64.26
	08/01/2021	\$36.53	\$13.41	\$14.82	\$0.00	\$64.76
	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>	01/01/2019	\$57.98	\$9.47	\$19.10	\$0.00	\$86.55
	03/01/2019	\$58.98	\$9.47	\$19.60	\$0.00	\$88.05
	10/01/2019	\$60.48	\$9.47	\$19.60	\$0.00	\$89.55
	03/01/2020	\$61.98	\$9.47	\$19.60	\$0.00	\$91.05
	10/01/2020	\$63.48	\$9.47	\$19.60	\$0.00	\$92.55
	03/01/2021	\$64.98	\$9.47	\$19.60	\$0.00	\$94.05

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.29	\$9.47	\$9.10	\$0.00	\$38.86
2	40	\$23.19	\$9.47	\$9.10	\$0.00	\$41.76
3	45	\$26.09	\$9.47	\$9.10	\$0.00	\$44.66
4	50	\$28.99	\$9.47	\$9.10	\$0.00	\$47.56
5	55	\$31.89	\$9.47	\$9.10	\$0.00	\$50.46
6	60	\$34.79	\$9.47	\$10.60	\$0.00	\$54.86
7	65	\$37.69	\$9.47	\$10.60	\$0.00	\$57.76
8	70	\$40.59	\$9.47	\$10.60	\$0.00	\$60.66
9	75	\$43.49	\$9.47	\$10.60	\$0.00	\$63.56
10	80	\$46.38	\$9.47	\$10.60	\$0.00	\$66.45

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.64	\$9.47	\$9.10	\$0.00	\$39.21
2	40	\$23.59	\$9.47	\$9.10	\$0.00	\$42.16
3	45	\$26.54	\$9.47	\$9.10	\$0.00	\$45.11
4	50	\$29.49	\$9.47	\$9.10	\$0.00	\$48.06
5	55	\$32.44	\$9.47	\$9.10	\$0.00	\$51.01
6	60	\$35.39	\$9.47	\$10.60	\$0.00	\$55.46
7	65	\$38.34	\$9.47	\$10.60	\$0.00	\$58.41
8	70	\$41.29	\$9.47	\$10.60	\$0.00	\$61.36
9	75	\$44.24	\$9.47	\$10.60	\$0.00	\$64.31
10	80	\$47.18	\$9.47	\$10.60	\$0.00	\$67.25

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	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 103	09/01/2018	\$37.97	\$13.00	\$16.35	\$0.00	\$67.32
	03/01/2019	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.19	\$13.00	\$0.46	\$0.00	\$28.65
2	40	\$15.19	\$13.00	\$0.46	\$0.00	\$28.65
3	45	\$17.09	\$13.00	\$13.06	\$0.00	\$43.15
4	45	\$17.09	\$13.00	\$13.06	\$0.00	\$43.15
5	50	\$18.99	\$13.00	\$13.37	\$0.00	\$45.36
6	55	\$20.88	\$13.00	\$13.67	\$0.00	\$47.55
7	60	\$22.78	\$13.00	\$13.96	\$0.00	\$49.74
8	65	\$24.68	\$13.00	\$14.26	\$0.00	\$51.94
9	70	\$26.58	\$13.00	\$14.56	\$0.00	\$54.14
10	75	\$28.48	\$13.00	\$14.85	\$0.00	\$56.33

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.33	\$13.00	\$0.46	\$0.00	\$28.79
2	40	\$15.33	\$13.00	\$0.46	\$0.00	\$28.79
3	45	\$17.25	\$13.00	\$13.42	\$0.00	\$43.67
4	45	\$17.25	\$13.00	\$13.42	\$0.00	\$43.67
5	50	\$19.17	\$13.00	\$13.73	\$0.00	\$45.90
6	55	\$21.08	\$13.00	\$14.03	\$0.00	\$48.11
7	60	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
8	65	\$24.91	\$13.00	\$14.66	\$0.00	\$52.57
9	70	\$26.83	\$13.00	\$14.96	\$0.00	\$54.79
10	75	\$28.75	\$13.00	\$15.27	\$0.00	\$57.02

Notes:

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS	02/01/2019	\$52.49	\$10.75	\$20.66	\$0.00	\$83.90
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2019	\$53.84	\$10.75	\$20.80	\$0.00	\$85.39
	02/01/2020	\$54.48	\$10.75	\$20.80	\$0.00	\$86.03
	08/01/2020	\$55.83	\$10.75	\$20.95	\$0.00	\$87.53
	02/01/2021	\$56.47	\$10.75	\$20.95	\$0.00	\$88.17
	08/01/2021	\$57.87	\$10.75	\$21.11	\$0.00	\$89.73
	02/01/2022	\$58.46	\$10.75	\$21.11	\$0.00	\$90.32

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.25	\$10.75	\$20.03	\$0.00	\$57.03
2	60	\$31.49	\$10.75	\$20.03	\$0.00	\$62.27
3	70	\$36.74	\$10.75	\$20.03	\$0.00	\$67.52
4	80	\$41.99	\$10.75	\$20.03	\$0.00	\$72.77
5	90	\$47.24	\$10.75	\$20.03	\$0.00	\$78.02

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.92	\$10.75	\$20.80	\$0.00	\$58.47
2	60	\$32.30	\$10.75	\$20.80	\$0.00	\$63.85
3	70	\$37.69	\$10.75	\$20.80	\$0.00	\$69.24
4	80	\$43.07	\$10.75	\$20.80	\$0.00	\$74.62
5	90	\$48.46	\$10.75	\$20.80	\$0.00	\$80.01

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER	12/01/2018	\$40.00	\$7.85	\$15.55	\$0.00	\$63.40
LABORERS - FOUNDATION AND MARINE	06/01/2019	\$41.00	\$7.85	\$15.55	\$0.00	\$64.40
	12/01/2019	\$42.00	\$7.85	\$15.55	\$0.00	\$65.40
	06/01/2020	\$42.99	\$7.85	\$15.55	\$0.00	\$66.39
	12/01/2020	\$43.97	\$7.85	\$15.55	\$0.00	\$67.37
	06/01/2021	\$44.99	\$7.85	\$15.55	\$0.00	\$68.39
	12/01/2021	\$46.00	\$7.85	\$15.55	\$0.00	\$69.40

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER	12/01/2018	\$38.72	\$7.85	\$15.55	\$0.00	\$62.12
LABORERS - FOUNDATION AND MARINE	06/01/2019	\$39.72	\$7.85	\$15.55	\$0.00	\$63.12
	12/01/2019	\$40.72	\$7.85	\$15.55	\$0.00	\$64.12
	06/01/2020	\$41.71	\$7.85	\$15.55	\$0.00	\$65.11
	12/01/2020	\$42.69	\$7.85	\$15.55	\$0.00	\$66.09
	06/01/2021	\$43.71	\$7.85	\$15.55	\$0.00	\$67.11
	12/01/2021	\$44.72	\$7.85	\$15.55	\$0.00	\$68.12

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING LABORER	12/01/2018	\$38.60	\$7.85	\$15.55	\$0.00	\$62.00
LABORERS - FOUNDATION AND MARINE	06/01/2019	\$39.60	\$7.85	\$15.55	\$0.00	\$63.00
	12/01/2019	\$40.60	\$7.85	\$15.55	\$0.00	\$64.00
	06/01/2020	\$41.59	\$7.85	\$15.55	\$0.00	\$64.99
	12/01/2020	\$42.57	\$7.85	\$15.55	\$0.00	\$65.97
	06/01/2021	\$43.59	\$7.85	\$15.55	\$0.00	\$66.99
	12/01/2021	\$44.60	\$7.85	\$15.55	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT	12/01/2018	\$34.12	\$11.91	\$12.70	\$0.00	\$58.73
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2019	\$35.12	\$11.91	\$12.70	\$0.00	\$59.73
	08/01/2019	\$35.12	\$12.41	\$12.70	\$0.00	\$60.23
	12/01/2019	\$35.12	\$12.41	\$13.72	\$0.00	\$61.25
	06/01/2020	\$36.02	\$12.41	\$13.72	\$0.00	\$62.15
	08/01/2020	\$36.02	\$12.91	\$13.72	\$0.00	\$62.65
	12/01/2020	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	06/01/2021	\$36.82	\$12.91	\$14.82	\$0.00	\$64.55
	08/01/2021	\$36.82	\$13.41	\$14.82	\$0.00	\$65.05
	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WORK - COMPRESSED AIR	12/01/2018	\$50.88	\$7.85	\$15.95	\$0.00	\$74.68
LABORERS (COMPRESSED AIR)	06/01/2019	\$51.88	\$7.85	\$15.95	\$0.00	\$75.68
	12/01/2019	\$52.88	\$7.85	\$15.95	\$0.00	\$76.68
	06/01/2020	\$53.87	\$7.85	\$15.95	\$0.00	\$77.67
	12/01/2020	\$54.85	\$7.85	\$15.95	\$0.00	\$78.65
	06/01/2021	\$55.87	\$7.85	\$15.95	\$0.00	\$79.67
	12/01/2021	\$56.88	\$7.85	\$15.95	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	12/01/2018	\$52.88	\$7.85	\$15.95	\$0.00	\$76.68
LABORERS (COMPRESSED AIR)	06/01/2019	\$53.88	\$7.85	\$15.95	\$0.00	\$77.68
	12/01/2019	\$54.88	\$7.85	\$15.95	\$0.00	\$78.68
	06/01/2020	\$55.87	\$7.85	\$15.95	\$0.00	\$79.67
	12/01/2020	\$56.85	\$7.85	\$15.95	\$0.00	\$80.65
	06/01/2021	\$57.87	\$7.85	\$15.95	\$0.00	\$81.67
	12/01/2021	\$58.88	\$7.85	\$15.95	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2018	\$42.95	\$7.85	\$15.95	\$0.00	\$66.75
	06/01/2019	\$43.95	\$7.85	\$15.95	\$0.00	\$67.75
	12/01/2019	\$44.95	\$7.85	\$15.95	\$0.00	\$68.75
	06/01/2020	\$45.94	\$7.85	\$15.95	\$0.00	\$69.74
	12/01/2020	\$46.92	\$7.85	\$15.95	\$0.00	\$70.72
	06/01/2021	\$47.94	\$7.85	\$15.95	\$0.00	\$71.74
	12/01/2021	\$48.95	\$7.85	\$15.95	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2018	\$44.95	\$7.85	\$15.95	\$0.00	\$68.75
	06/01/2019	\$45.95	\$7.85	\$15.95	\$0.00	\$69.75
	12/01/2019	\$46.95	\$7.85	\$15.95	\$0.00	\$70.75
	06/01/2020	\$47.94	\$7.85	\$15.95	\$0.00	\$71.74
	12/01/2020	\$48.92	\$7.85	\$15.95	\$0.00	\$72.72
	06/01/2021	\$49.94	\$7.85	\$15.95	\$0.00	\$73.74
	12/01/2021	\$50.95	\$7.85	\$15.95	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2018	\$33.54	\$11.91	\$12.70	\$0.00	\$58.15
	06/01/2019	\$34.54	\$11.91	\$12.70	\$0.00	\$59.15
	08/01/2019	\$34.54	\$12.41	\$12.70	\$0.00	\$59.65
	12/01/2019	\$34.54	\$12.41	\$13.72	\$0.00	\$60.67
	06/01/2020	\$35.44	\$12.41	\$13.72	\$0.00	\$61.57
	08/01/2020	\$35.44	\$12.91	\$13.72	\$0.00	\$62.07
	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	09/01/2018	\$55.69	\$11.82	\$16.01	\$0.00	\$83.52
	03/01/2019	\$57.19	\$11.82	\$16.01	\$0.00	\$85.02
	09/01/2019	\$58.69	\$11.82	\$16.01	\$0.00	\$86.52
	03/01/2020	\$60.19	\$11.82	\$16.01	\$0.00	\$88.02
	09/01/2020	\$61.69	\$11.82	\$16.01	\$0.00	\$89.52
	03/01/2021	\$63.19	\$11.82	\$16.01	\$0.00	\$91.02
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$27.14	\$7.75	\$1.81	\$0.00	\$36.70
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$38.45	\$7.75	\$9.53	\$0.00	\$55.73
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$31.66	\$7.75	\$9.44	\$0.00	\$48.85
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$38.45	\$7.75	\$13.61	\$0.00	\$59.81
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$33.92	\$7.75	\$10.21	\$0.00	\$51.88
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$20.35	\$7.75	\$1.61	\$0.00	\$29.71
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$45.23	\$7.75	\$16.61	\$0.00	\$69.59

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - LINEMAN (Outside Electrical) - East Local 104
Effective Date - 09/03/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.14	\$7.75	\$3.31	\$0.00	\$38.20
2	65	\$29.40	\$7.75	\$3.38	\$0.00	\$40.53
3	70	\$31.66	\$7.75	\$3.45	\$0.00	\$42.86
4	75	\$33.92	\$7.75	\$5.02	\$0.00	\$46.69
5	80	\$36.18	\$7.75	\$5.09	\$0.00	\$49.02
6	85	\$38.45	\$7.75	\$5.15	\$0.00	\$51.35
7	90	\$40.71	\$7.75	\$7.22	\$0.00	\$55.68

Notes:
Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
<i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>						

TELEDATA LINEMAN/EQUIPMENT OPERATOR	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
<i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>						

TELEDATA WIREMAN/INSTALLER/TECHNICIAN	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
<i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>						

TREE TRIMMER	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
<i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>						

This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.

TREE TRIMMER GROUNDMAN	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87
<i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>						

This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.

Additional Apprentices 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.

Appendix 10
FORM OF CONTRACT
(SEE ATTACHED DOCUMENT.)

Town of Natick, Massachusetts
Contract for Services Related to the Replacement/Installation of Parking Meter
Poles in the Town of Natick

This Contract is made this _____ day of _____, 2019, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and _____, a corporation organized under the laws of the _____, 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 regarding the Scope of Services outlined in paragraph 1, below, if any exist between the Town and the Contractor regarding the subject matter of this Contract, are hereby terminated and shall be of no force and effect.

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to the replacement/installation of parking meter poles in the Town of Natick, as described in the Invitation for Bids for Services Related to the Replacement/Installation of Parking Meter Poles in the Town of Natick ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor'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 specified in the opening paragraph written above, 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 Invitation for Bids/Order of Priority of Contract Documents

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

Highest Priority: Amendments to Contract (if any)

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

5. Payment

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

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 Bids, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way

Town of Natick, Massachusetts
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relating to this Contract or anything done in pursuance thereof.

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

6. **Warranty**

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the Town of Natick. Any equipment shall be warrantied against manufacturing and design defect for a minimum of three (3) years 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

Town of Natick, Massachusetts
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Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.

- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. 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,

Town of Natick, Massachusetts
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and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.

- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines 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

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

12. Performance Bond

The Contractor shall 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 and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the

Town of Natick, Massachusetts
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Contractor is prohibited on Town of Natick property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

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

17. Criminal Background Screening

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

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and 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

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- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

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

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

Town of Natick, Massachusetts
Contract for Services Related to the Replacement/Installation of Parking Meter
Poles in the Town of Natick

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: Melissa A. Malone, Town Administrator
Natick Town Hall
13 East Central Street
Natick, MA 01760

With copies to: Karis L. North, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Contractor:

21. Miscellaneous Provisions

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

Town of Natick, Massachusetts
Contract for Services Related to the Replacement/Installation of Parking Meter
Poles in the Town of Natick

the same to the Town in writing.

- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, 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.

Town of Natick, Massachusetts
Contract for Services Related to the Replacement/Installation of Parking Meter
Poles in the Town of Natick

- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the 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.

Town of Natick, Massachusetts
Contract for Services Related to the Replacement/Installation of Parking Meter
Poles in the Town of Natick

- 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 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 the Replacement/Installation of Parking Meter
Poles in the Town of Natick

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

by: _____

Amy K. Mistrot, Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Michael J. Hickey, Jr., Clerk

Printed Title

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: _____

Town of Natick, Massachusetts
Contract for Services Related to the Replacement/Installation of Parking Meter
Poles in the Town of Natick

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

Karis L. North, Esq.

Dated: _____

Town of Natick, Massachusetts
Contract for Services Related to the Replacement/Installation of Parking Meter
Poles in the Town of Natick

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

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

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

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

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

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

Signature

Printed Name

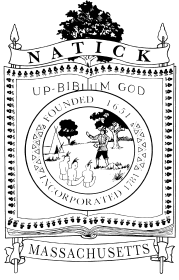
Printed Title

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

ITEM TITLE: Public Hearing-Lookout Farm: Alteration of Premises
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	6/6/2019	Cover Memo
Application	6/6/2019	Cover Memo
Current License	6/7/2019	Cover Memo
Police Recommendation for Approval	6/7/2019	Cover Memo



TOWN OF NATICK Massachusetts 01760

TOWN OF NATICK

PUBLIC HEARING NOTICE

The Board of Selectmen will hold and conduct a public hearing on Monday, June 10, 2019 at 7:00 p.m., Edward H. Dlott Meeting Room of Natick Town Hall, 13 East Central Street, upon the application of an amendment to a Farmers Winery Pouring Permit. The proposed amendment is for an alteration of premises of Lookout Hard Cider, LLC, d/b/a Lookout Hard Cider (Jay Samuel Mofenson, Manager). The alteration of premises consist of expanding the existing taproom to include a contiguous area containing 995 s.f. of space on the front side of the existing building as it faces Pleasant Street. The space is wood-framed with a concrete slab foundation. The additional space contains one room on the first floor and has three exits/entrances, which space will add additional seating capacity of 33 patrons.

The applicant is also proposing to expand the hours of service from 12:00 pm to 11:00 am in the tap room and greenhouse, to increase the patio hours from 12:00 pm – 6:00 pm to 12:00 pm – 8:00 pm, and expand patio 2's seasonal license from Sept – Oct to April thru November.

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

Jonathan Freedman, Clerk

Town of Natick....13 East Central Street....Natick.....MA 01760

Genevieve M. Benton
Paralegal
Direct telephone: 508-926-3356
Direct facsimile: 508-929-3152
Email: gbenton@bowditch.com

April 23, 2019

Board of Selectmen
Natick Town Hall, 2nd Floor
13 East Central Street
Natick, Massachusetts 01760

**Re: Lookout Hard Cider LLC
Amendment Application for an Alteration of Premises and Change of Hours**

To Whom it May Concern:

Enclosed please find an amendment application. This amendment will allow for an expansion of the tap room to include the 995 s.f. area depicted on the sketch plan provided and increase the service hours to be 11 AM for the Taproom and Greenhouse, increase the patio hours to be 12-8, and have Patio #2 have a seasonal license from April thru November.

Also enclosed, please find the following documents:

1. Check in the amount of \$200.00 representing the application fee;
2. Vote of the Corporate Board;
3. Floor Plan; and
4. Copy of the Lease Agreement.

Should you require any additional information, please do not hesitate to contact us.

Very truly yours,

Genevieve M. Benton
Paralegal

Enclosures





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

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

Please make \$200.00 payment here: <https://www.mass.gov/epay-for-online-payments-abcc>

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL

EPAY CONFIRMATION NUMBER

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

ENTITY/ LICENSEE NAME Lookout Hard Cider, LLC d/b/a Lookout Farm

ADDRESS 89 Pleasant Street

CITY/TOWN Natick

STATE MA

ZIP CODE 01760

For the following transactions (Check all that apply):

- | | | | |
|------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input checked="" type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input checked="" type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other | <input type="checkbox"/> Change of DBA |

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

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

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: afd4f149-8559-438d-920f-2623ee57907d

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Lookout Farm	\$200.00
		\$200.00

Total Convenience Fee: **\$4.70**Date Paid: **4/23/2019 11:00:14 AM EDT**Total Amount Paid: **\$204.70**

Payment On Behalf Of

License Number or Business Name:
Lookout FarmFee Type:
FILING FEES-RETAIL

Billing Information

First Name:
ChristineLast Name:
GriffinAddress:
311 Main StreetCity:
WorcesterState:
MAZip Code:
01608Email Address:
dtruex@bowditch.com



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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for:

☐ **CHANGE OF CATEGORY**

DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Category Application
Vote of the Corporate Board
Abutter's Notification*
Advertisement*
Monetary Transmittal Form
\$200 fee via PAYBILL website and Payment Receipt

☐ **CHANGE OF LICENSE TYPE**

Change of License Type Application
Vote of the Corporate Board
Advertisement*
Monetary Transmittal Form
\$200 fee via PAYBILL website and Payment Receipt

☐ **CHANGE OF CORPORATE STRUCTURE**

DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Corporate Structure Application
Business Structure Documents
If Sole Proprietor, Business Certificate
If partnership, Partnership Agreement
If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth
Vote of the Corporate Board
Monetary Transmittal Form
\$200 fee via PAYBILL website and Payment Receipt

☐ **CHANGE OF CLASSIFICATION**

DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Classification Application
Vote of the Corporate Board
Abutter's Notification*
Advertisement*
Monetary Transmittal Form
\$200 fee via PAYBILL website and Payment Receipt

**If abutter notification and advertisement are required for transaction, please see the local licensing authority.*



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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

☐ **CHANGE OF OFFICERS/DIRECTORS/LLC MANAGERS**

DOR Certificate of Good Standing

DUA Certificate of Compliance

Change of Officers/Directors Application

CORI Authorization Complete one for the proposed manager of record. This form **must** be notarized with a stamp or raised seal.

Business Structure Documents

If Sole Proprietor, Business Certificate

If partnership, Partnership Agreement

If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth

Vote of the Entity Board

Monetary Transmittal Form

\$200 fee via PAYBILL website and Payment Receipt

☐ **CHANGE OF OWNERSHIP INTEREST (e.g. LLC Members, LLP Partners, Trustees etc.)**

DOR Certificate of Good Standing

DUA Certificate of Compliance

Change of Officers/Directors Application

Financial Statement

CORI Authorization Complete one for the proposed manager of record. This form **must** be notarized with a stamp or raised seal.

Business Structure Documents

If Sole Proprietor, Business Certificate

If partnership, Partnership Agreement

If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth

Vote of the Entity Board

Purchase and Sale Agreement

Supporting Financial Records

Advertisement*

Monetary Transmittal Form

\$200 fee via PAYBILL website and Payment Receipt

☐ **CHANGE OF STOCK INTEREST (e.g. New Stockholders or Transfer or Issuance of Stock)**

DOR Certificate of Good Standing

DUA Certificate of Compliance

Change of Officers/Directors Application

Financial Statement

CORI Authorization Complete one for the proposed manager of record. This form **must** be notarized with a stamp or raised seal.

Business Structure Documents

If Sole Proprietor, Business Certificate

If partnership, Partnership Agreement

If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth

Vote of the Entity Board

Purchase and Sale Agreement

Supporting Financial Records

Advertisement*

Monetary Transmittal Form

\$200 fee via PAYBILL website and Payment Receipt

**If abutter notification and advertisement are required for transaction, please see the local licensing authority.*



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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

☐ **CHANGE OF CORPORATE NAME OR DBA**

DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Corporate Name/DBA Application
Business Structure Documents
If Sole Proprietor, **Business Certificate**
If partnership, **Partnership Agreement**
If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
Vote of the Corporate Board
Monetary Transmittal Form
\$200 fee via PAYBILL website and Payment Receipt

☐ **CHANGE OF PLEDGE OF LICENSE, STOCK OR INVENTORY**

DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Pledge of License, Stock or Inventory Application
Pledge documentation
Promissory note
Vote of the Corporate Board
Monetary Transmittal Form
\$200 fee via PAYBILL website and Payment Receipt

☐ **CHANGE OF MANAGER**

Change of Manager Application
CORI Authorization Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal*.
Vote of the Entity Board.
Proof of Citizenship. Passport, birth certificate, voter registration, or naturalization papers will be accepted.
Monetary Transmittal Form
\$200 fee via PAYBILL website and Payment Receipt



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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

☐ **CHANGE OF LOCATION**

Alteration of Premises/Change of Location Application
Vote of the Corporate Board
Supporting financial records
Legal Right to Occupy This is either a lease or deed.
Floor Plan
Abutter's Notification*
Advertisement*
Monetary Transmittal Form
\$200 fee via PAYBILL website and Payment Receipt

☒ **ALTERATION OF PREMISES**

Alteration of Premises/Change of Location Application
Vote of the Corporate Board
Supporting financial records
Legal Right to Occupy This is either a lease or deed.
Floor Plan
Abutter's Notification*
Advertisement*
Monetary Transmittal Form
\$200 fee via PAYBILL website and Payment Receipt

☐ **MANAGEMENT AGREEMENT**

DOR Certificate of Good Standing
DUA Certificate of Compliance
Management Agreement
Vote of Corporate Board

**If abutter notification and advertisement are required for transaction, please see the local licensing authority.*



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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

Non-Profit Club's ONLY

e.g. Veteran's Club

☐ **Non-Profit Club CHANGE OF OFFICERS/DIRECTORS**

DOR Certificate of Good Standing

DUA Certificate of Compliance

Change of Officers/Directors Application

Business Structure Documents-Articles of Organization from the Secretary of the Commonwealth

Vote of the club signed by an approved officer

Monetary Transmittal Form

\$200 fee via PAYBILL website and Payment Receipt

☐ **Non-Profit Club CHANGE OF MANAGER**

Change of Manager Application

CORI Authorization Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal*.

Vote of the club signed by an approved officer.

Updated Officers and Directors*

*Please ensure to update your officers and directors *simultaneously* or **PRIOR** to applying for a change of manager. It will be returned with no action taken if the officers and directors do not match ABCC records.

Proof of Citizenship. Passport, birth certificate, voter registration, or naturalization papers will be accepted.

Monetary Transmittal Form

\$200 fee via PAYBILL website and Payment Receipt



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

APPLICATION FOR MULTIPLE AMENDMENTS

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Lookout Hard Cider, LLC	Natick	00059-PP-0768

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Expand the existing Taproom to include a contiguous area containing 995 s.f. of space on the front side of the existing building as it faces Pleasant Street. The space is wood-framed with a concrete slab foundation. The additional space is on the first floor and has three exit/entrances, which space will add additional seating capacity of approximately 33 patrons. Also, to amend the hours of operation in the Taproom and Greenhouse to commence at 11AM and the patios from 12 PM to 8 PM and to expand the season of the Large Patio to run from April 1 to November 1.

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Jay Mofenson	Manager	jmoenson@lookoutfarm.com	508-651-1539

2. AMENDMENT-Change of License Classification

<input type="checkbox"/> Change of License Category	Last-Approved License Category	
All Alcohol, Wine and Malt, Wine Malt and Cordials	Requested New License Category	
<input type="checkbox"/> Change of License Class	Last-Approved License Class	
Seasonal or Annual	Requested New License Class	
<input type="checkbox"/> Change of License Type*	Last-Approved License Type	
i.e. Restaurant to Club *Certain License Types CANNOT change once issued*	Requested New License Type	

3. AMENDMENT-Change of Business Entity Information

<input type="checkbox"/> Change of Corporate Name	Last-Approved Corporate Name:	
	Requested New Corporate Name:	
<input type="checkbox"/> Change of DBA	Last-Approved DBA:	
	Requested New DBA:	
<input type="checkbox"/> Change of Corporate Structure	Last-Approved Corporate Structure	
LLC, Corporation, Sole Proprietor, etc	Requested New Corporate Structure	

4. AMENDMENT-Pledge Information

<input type="checkbox"/> Pledge of License	To whom is the pledge being made:	
<input type="checkbox"/> Pledge of Inventory		
<input type="checkbox"/> Pledge of Stock		

5. AMENDMENT-Change of Manager

☐ Change of License Manager

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name	<input type="text"/>	Date of Birth	<input type="text"/>	SSN	<input type="text"/>
Residential Address	<input type="text"/>				
Email	<input type="text"/>	Phone	<input type="text"/>		
Please indicate how many hours per week you intend to be on the licensed premises		<input type="text"/>	Last-Approved License Manager <input type="text"/>		

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

☐ Yes ☐ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☐ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☐ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature



Date

4/22/19

6. AMENDMENT-Change of Officers, Stock or Ownership Interest

☐ **Change of Officers/Directors** ☐ **Change of Ownership Interest (LLC Managers/LLP Partners, Trustees)** ☐ **Change of Stock (E.g. New Stockholder/ Transfer or Issuance of Stock)**

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?
Please provide a copy of the management agreement.

☐ Yes ☐ No

AMENDMENT-Change of Officers, Stock or Ownership Interest

6B. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. AMENDMENT-Change of Premises Information

☒ **Alteration of Premises:** (must fill out attached financial information form)

7A. ALTERATION OF PREMISES

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

Expand the existing Taproom to include a contiguous area containing 995 s.f. of space on the front side of the existing building as it faces Pleasant Street.

PROPOSED DESCRIPTION OF PREMISES

Please provide a complete description of the proposed 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. You must also submit a floor plan.

Expand the existing Taproom to include a contiguous area containing 995 s.f. of space on the front side of the existing building as it faces Pleasant Street. The space is wood-framed with a concrete slab foundation. The additional space contains one room on the first floor and has three exit/entrances, which space will add additional seating capacity of 33 patrons.

Total Sq. Footage	995	Seating Capacity	33	Occupancy Number	33
Number of Entrances	2	Number of Exits	3	Number of Floors	1

☐ **Change of Location:** (must fill out attached financial information form)

7B. CHANGE OF LOCATION

Last-Approved Street Address

Proposed Street Address

DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, 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. You must also submit a floor plan.

Total Sq. Footage		Seating Capacity		Occupancy Number	
Number of Entrances		Number of Exits		Number of Floors	

OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

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

Lease

Landlord Name Lookout Farm, LLC

Landlord Phone 781-237-6796

Landlord Email sbelkin@lookoutfarm.com

Landlord Address 8 Rocky Ledge, Weston, MA 02493

Lease Beginning Date

Rent per Month 1,600

Lease Ending Date

Rent per Year 19,200

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☐ No

8. FINANCIAL DISCLOSURE

Required for the following transactions:

- Change of Officers, Stock or Ownership Interest (E.g. New Stockholder/Transfer or Issuance of Stock)
- Change of Premises Information
- Pledge of License, Inventory or Stock

Purchase Price(s):

None, expansion of taproom using available space in existing building.

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

APPLICANT'S STATEMENT

I, Jay Mofenson the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory
of Lookout Hard Cider, LLC
Name of the Entity/Corporation

hereby submit this application (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 statements 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 are in compliance with state and local laws and regulations;
- (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 ownership 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.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date: 04/02/2019

Title:

Manager

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

The applicant also wishes to amend the hours of operation in the Taproom and Greenhouse to commence at 10 AM and the patios to run from 12 PM to 8 PM and to expand the season of the Large Patio to run from April 1 to November 1.

CORPORATE VOTE

The Board of Directors or LLC Managers of

Lookout Hard Cider, LLC

Entity Name

duly voted to apply to the Licensing Authority of

Natick

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Apr 2, 2019

Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input checked="" type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input checked="" type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

"VOTED: To authorize

Jay Mofenson

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Jay Mofenson

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

For Corporations ONLY

A true copy attest,

Corporate Officer/LLC Manager Signature

JAY S MOFENSON

(Print Name)

Corporation Clerk's Signature

(Print Name)

ADDENDUM A

6. Change of Officers, Stock or Ownership Interest (Continued...)

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
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Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

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

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

LEASE AGREEMENT

LOOKOUT FARM LLC & LOOKOUT HARD CIDER, LLC

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

1. The Landlord agrees to lease designated space and equipment to Tenant in the Farm Market building, the attached greenhouse, the two (2) adjacent patios and the designated outdoor spaces in the picnic and u-barn areas located at 89 South Pleasant Street, Natick, Massachusetts 01760
2. The term of the lease is three years beginning on January 5, 2018 and ending at 11:59 PM on January 4, 2021.
3. The lease may be extended beyond January 4, 2021 by mutual agreement of both parties, provided however, that such mutual agreement is executed on or before January 3, 2021
4. The lease may not be sublet or otherwise assigned to a third party by the Tenant without prior written approval by the Landlord, which Landlord may decline at its sole discretion.
5. The Tenant agrees to pay Landlord a base monthly rental fee of \$1,600.00 for the term of this Agreement.
6. The monthly rental fees are due on the first of each month and all payments are due, in full, within five (5) days of due date. Any payments received more than five (5) days in arrears shall be subject to a late fee of 12% of the outstanding balance due.
7. The Tenant is responsible for all utilities, gas, electric, water and sewer, for the Farm Market building and equipment under Agreement unless otherwise stated. The Tenant agrees to pay all utility bills, in full, within five (5) days of receipt from Landlord. Any payments received more than five (5) days in arrears shall be subject to a late fee of 12% of the outstanding balance due.
8. As an offset to the lower monthly fee of \$1,600, the Tenant also agrees to pay the utility expense used by the Landlord in the market building during the u-pick season.
9. The Tenant is responsible for any and all repairs, alterations and maintenance needs for the Farm Market building and equipment under Agreement, regardless of the cause, in a timely fashion.

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

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

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

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

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

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

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

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

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

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

20. The Tenant shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association or any similar body succeeding to its powers. The Tenant shall on demand reimburse the Landlord for all extra insurance premiums caused by the Tenants use of the Premises. If Tenant is required to install Fire Extinguishers, Tenant will be responsible for the cost and to contract with a qualified extinguisher contractor for installation and service of the extinguishers.

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

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

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

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

24. If any sum or sums due as rent or additional rent as herein provided and set forth or any part thereof shall be unpaid for a period of fourteen (14) days after written notice of such default has been given by Landlord to Tenant, or if Tenant shall violate or be in default in its observances or performance of any of its covenants herein contained, except default in the payment of base rent or additional rent, and shall have failed to take appropriate steps to remedy such breach or default within twenty (20) days after written notice of such breach or default has been given by Landlord to Tenant, or if the leased premises hereby created shall be taken on execution or other process of law and shall not be redeemed for twenty (20) days after Landlord shall have given Tenant written notice of such taking, or if Tenant be declared bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, then, and in each of the said cases (after the expiration of the aforesaid fourteen (14) day or twenty (20) day period if applicable), Landlord lawfully may (notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) immediately or at any time thereafter while such default or other stipulation continues and without further demand or notice enter into and upon the Premises or any part thereof in the name of the whole and repossess the same and expel Tenant and remove its effects (forcibly if necessary) without being deemed guilty of any manner to trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or other breach and upon entry as aforesaid this Lease shall terminate and Tenant covenants that in case of such termination under the provisions of statute by reason of the default of Tenant, Tenant will forthwith pay Landlord as damages a sum equal to the amount by which the base rent, additional rent, and other payments called for hereunder of the remainder of the original term or of any extensions thereof, and, in addition thereto, will during the remainder of the original term and of any extensions thereof pay to Landlord on the last day of each calendar month the difference, if any, between rental which would have been due for such month had there been no such termination and the sum of the amount being received by Landlord as rent from occupants of the Premises, if any, and the applicable pro-rated amount of the damages previously paid to Landlord, Landlord hereby agreeing to use reasonable efforts to minimize damages.

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


LANDLORD

1/4/2018
DATE


TENANT

1/4/2018
DATE

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

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

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

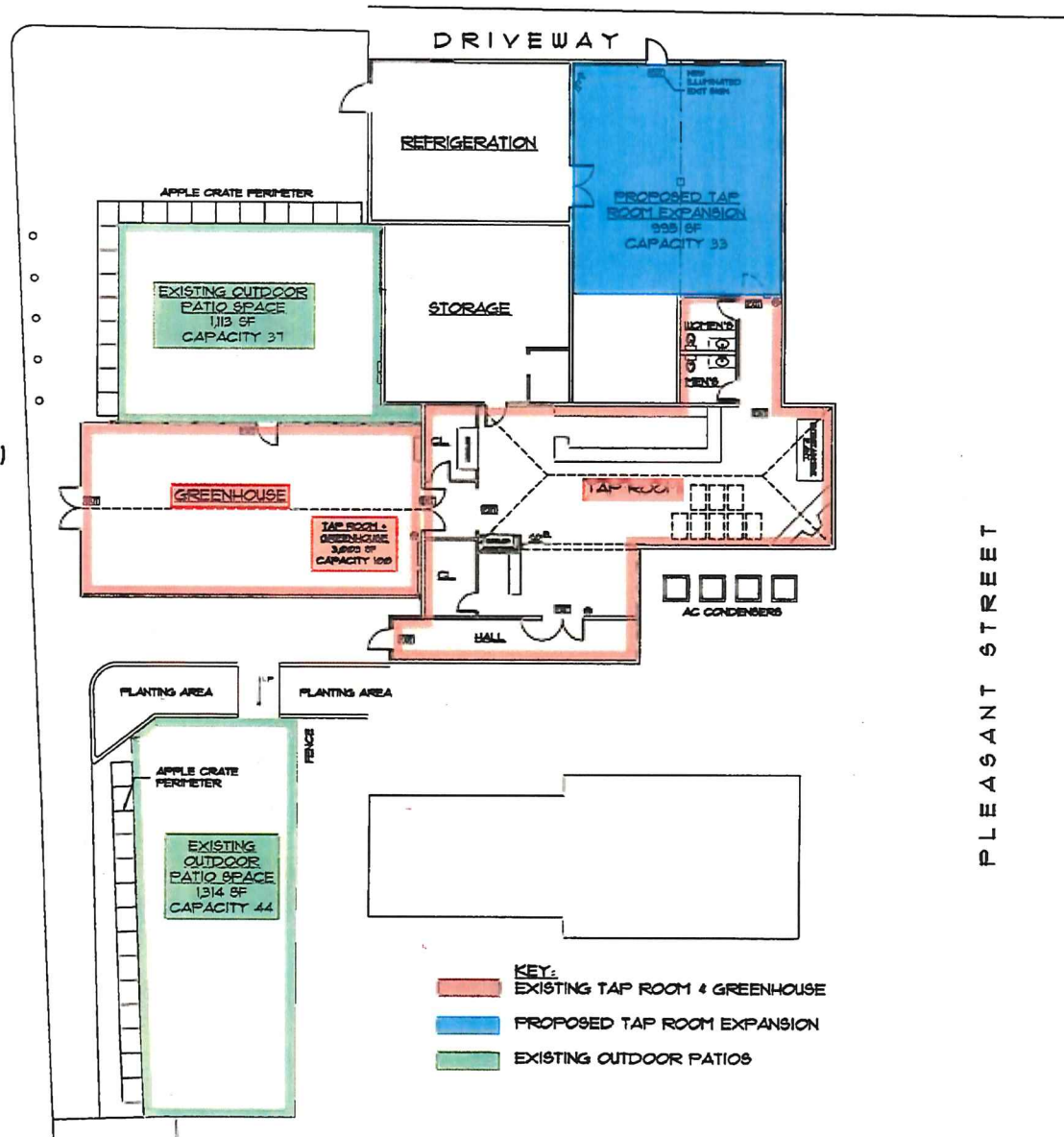
PROPOSED TAP ROOM EXPANSION
995 SF
 $995 \text{ SF} / 30 = 33 \text{ OCCUPANTS}$

EXISTING OUTDOOR PATIO SPACES
2,783 SF
 $2,783 / 30 = 81 \text{ OCCUPANTS}$

PLUMBING FIXTURE REQUIREMENTS

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

PARKING LOT



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

REVISIONS:

ISSUE DATES:



Cider Taproom at Lookout Farm

89 Pleasant Street
South Natick MA

DRAWN: RER
SCALE: 1/16" = 1'-0"
DATE: 3.8.2019
DESCRIPTION:
Floor
Plan

DWG. #
A1.1

THE LICENSING BOARD OF
THE TOWN OF NATICK, MASSACHUSETTS

Hereby grants a

2019 19H FARMERS SERIES POURING PERMIT

(Farmer-Winery/Farmer-Brewery)

IN CONJUNCTION WITH A VALID 2019 COMMON VICTUALLER'S LICENSE

To Expose, Keep for Sale, and Sell
Wines and Malt Beverages
To Be Drunk On The Premises

To: Lookout Hard Cider, LLC d/b/a Lookout Farm
Manager of Record: Jay Mofenson

On the following described premises

89 Pleasant Street:

3,003 SQ. FT. WOOD-FRAMED BUILDING WITH CONCRETE SLAB AND ATTACHED GREENHOUSE ON THE FRONT SIDE OF BUILDING (FOUR ROOMS). PREMISES CONSISTS OF RETAIL SPACE, LOUNGE/SITTING AREA, AND 2 HANDICAPPED-ACCESSIBLE BATHROOMS, ALL ON FIRST FLOOR. THREE EXITS AND ONE ENTRANCE. TWO PATIOS CONSISTING OF 2,427 SQ. FT. (ONE OF WHICH IS RESTRICTED FOR USE TO SEPTEMBER AND OCTOBER, WEEKENDS AND HOLIDAYS ONLY). TOTAL SQUARE FOOTAGE: 5,430. APPROVED SEATING CAPACITY: 137 FROM JANUARY-AUGUST AND NOVEMBER-DECEMBER, WITH USE OF ONE PATIO, WITH AN INCREASE IN SEATING CAPACITY TO 184 IN SEPTEMBER-OCTOBER, WEEKENDS AND HOLIDAYS ONLY, WITH USE OF SECOND PATIO.

**AMENDED 6/11/18 TO ALLOW SERVING OF BEER & WINE AT TWO ADDITIONAL LOCATIONS – PICNIC AREA AND U-BARN – EACH LOCATION NO GREATER THAN 60' x 60', WITH MAXIMUM OCCUPANCY/SEATING CAPACITY NO GREATER THAN 120 PER LOCATION.

**MANAGEMENT-LEVEL SERVER-TRAINED PERSONNEL SHALL BE PRESENT AT EACH LOCATION DURING HOURS OF SERVICE.

**OCCUPANCY SIGNAGE SHALL BE POSTED AT EACH SINGLE POINT OF ACCESS TO ALL LOCATIONS, INCLUDING AREAS APPROVED PREVIOUS TO JUNE 11, 2018.

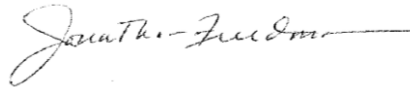
This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31, 2019 unless sooner suspended, cancelled or revoked.

The hours during which alcoholic beverages may be sold are from 12-10 PM Daily in the Taproom and the Greenhouse Year-Round; 12-6 PM Daily on Patio #1 Year-Round; and 12-6 PM Daily on Patio #2 from September-October.

**Amended 6/11/18: The hours during which alcoholic beverages may be sold in the Picnic Area are from 12-6 PM (last call 5:30 PM) on Saturdays, Sundays, and Holiday Mondays from September-October.

**Amended 6/11/18: The hours during which alcoholic beverages may be sold in the U-Barn are from 3-8 PM (last call 7:30 PM) on Thursdays and Fridays, 12-8 PM (last call 7:30 PM) on Saturdays, and 12-7 PM (last call 6:30 PM) on Sundays and Holiday Mondays from May through and including Labor Day, and from 3-6 PM (last call 5:30 PM) on Thursdays and Fridays and 12-6 PM (last call 5:30 PM) on Saturdays, Sundays, and Holiday Mondays from September (after Labor Day) through the end of October.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this 30th day of November, 2018.



Electronically Signed by
Board of Selectmen, Licensing Authority

License No: 2019:00059-PP-0768

Fee: \$500

(Amended 9/5/17 to 19H Permit)

(Amended 6/11/18 to include two additional outdoor serving locations-picnic area & U-Barn-as shown on D. Michael Collins Architects Plans as revised on 5/18/18 and shown on 5/21/18 BOS Agenda)



Patricia O'Neil <poneil@natickma.org>

Re: Lookout Farm

1 message

Brian Lauzon <lauzon@natickpolice.com>

Fri, Jun 7, 2019 at 1:48 PM

To: Donna Donovan <ddonovan@natickma.org>, Patricia O'Neil <poneil@natickma.org>

Donna,

On May 13th I met with Mr. Mofenson at the Tap Room and conducted a site visit and inspection. During this time we reviewed the proposed project, including the plans for renovation. After this visit I reviewed our logs for any obvious complaints relative to the farm and/or their alcohol license. In 2018 we logged two parking complaints and one noise complaint. In 2017 and 2016 we logged one noise complaint each year. These were farm specific and not directly related to the Tap Room. Given the limited number of calls for service and the willingness of farm management to work with us so a safe and enjoyable experience is had by all we would recommend that the BOS approve this change.

Respectfully,

Lt. Brian G. Lauzon

On Tue, Apr 30, 2019 at 10:08 AM Donna Donovan <ddonovan@natickma.org> wrote:

Hi Brian,

Attached is an application for an alteration of premises and change in hours.

Thank you.

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

ITEM TITLE: Lookout Farm: Approve Amendment of Operating Hours
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Change in Hours	6/7/2019	Cover Memo
Current License	6/7/2019	Cover Memo
Police Recommendation for Approval	6/7/2019	Cover Memo

Genevieve M. Benton
Paralegal
Direct telephone: 508-926-3356
Direct facsimile: 508-929-3152
Email: gbenton@bowditch.com

April 23, 2019

Board of Selectmen
Natick Town Hall, 2nd Floor
13 East Central Street
Natick, Massachusetts 01760

**Re: Lookout Hard Cider LLC
Amendment Application for an Alteration of Premises and Change of Hours**

To Whom it May Concern:

Enclosed please find an amendment application. This amendment will allow for an expansion of the tap room to include the 995 s.f. area depicted on the sketch plan provided and increase the service hours to be 11 AM for the Taproom and Greenhouse, increase the patio hours to be 12-8, and have Patio #2 have a seasonal license from April thru November.

Also enclosed, please find the following documents:

1. Check in the amount of \$200.00 representing the application fee;
2. Vote of the Corporate Board;
3. Floor Plan; and
4. Copy of the Lease Agreement.

Should you require any additional information, please do not hesitate to contact us.

Very truly yours,



Genevieve M. Benton
Paralegal

Enclosures



THE LICENSING BOARD OF
THE TOWN OF NATICK, MASSACHUSETTS
Hereby grants a

2019 19H FARMERS SERIES POURING PERMIT
(Farmer-Winery/Farmer-Brewery)
IN CONJUNCTION WITH A VALID 2019 COMMON VICTUALLER'S LICENSE

To Expose, Keep for Sale, and Sell
Wines and Malt Beverages
To Be Drunk On The Premises

To: Lookout Hard Cider, LLC d/b/a Lookout Farm
Manager of Record: Jay Mofenson

On the following described premises

89 Pleasant Street:

3,003 SQ. FT. WOOD-FRAMED BUILDING WITH CONCRETE SLAB AND ATTACHED GREENHOUSE ON THE FRONT SIDE OF BUILDING (FOUR ROOMS). PREMISES CONSISTS OF RETAIL SPACE, LOUNGE/SITTING AREA, AND 2 HANDICAPPED-ACCESSIBLE BATHROOMS, ALL ON FIRST FLOOR. THREE EXITS AND ONE ENTRANCE. TWO PATIOS CONSISTING OF 2,427 SQ. FT. (ONE OF WHICH IS RESTRICTED FOR USE TO SEPTEMBER AND OCTOBER, WEEKENDS AND HOLIDAYS ONLY). TOTAL SQUARE FOOTAGE: 5,430. APPROVED SEATING CAPACITY: 137 FROM JANUARY-AUGUST AND NOVEMBER-DECEMBER, WITH USE OF ONE PATIO, WITH AN INCREASE IN SEATING CAPACITY TO 184 IN SEPTEMBER-OCTOBER, WEEKENDS AND HOLIDAYS ONLY, WITH USE OF SECOND PATIO.

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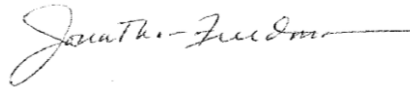
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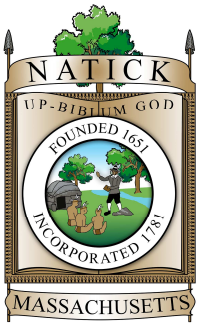
Donna Donovan
Senior Executive Assistant
Town of Natick
508-647-6410

ITEM TITLE: Public Hearing-Brokk and Eitri, LLC: Application for S.12 Wine and Malt License

ITEM SUMMARY: Public hearing was opened on 5/28; may continue to 6/24 meeting

ATTACHMENTS:

Description	Upload Date	Type
Hearing Notice	5/9/2019	Cover Memo
Application	5/8/2019	Cover Memo
Police Recommendation	5/10/2019	Cover Memo
Proposed Menu	6/7/2019	Cover Memo
Correspondence from Lt. Lauzon	6/10/2019	Cover Memo



TOWN OF NATICK MASSACHUSETTS

TOWN OF NATICK PUBLIC HEARING NOTICE

The Board of Selectmen will hold and conduct a public hearing on Monday, May 13, 2019, 7:00 p.m. at the Edward H. Dlott Meeting Room of Natick Town Hall, 13 East Central Street, upon the application of Brokk and Eitri, LLC d/b/a Brokk and Eitri (Laura Cusson, Manager) for a S12 restaurant wine and malt license. Brokk and Eitri will be located at 691 Worcester Street and the premises consists of approximately 2,500 square feet on two floors. The premises has 1 entrance and 4 exits.

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

Jonathan Freedman, Clerk



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

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.mass.gov/epay-for-online-payments-abcc>

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL

EPAY CONFIRMATION NUMBER

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

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

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

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email and via text message.



Transaction Processed Successfully.

INVOICE #: 48b2c102-9494-43f3-acaf-dadde9f5efae

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	brokk and eitri LLC	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 4/4/2019 8:15:04 AM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
brokk and eitri, LLC

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Laura

Last Name:
Cusson

Address:
39 Rockland St

City:
Natick

State:
MA

Zip Code:
01760

Email Address:
laura@brokkandeitri.com

NEW LICENSE

To apply for an alcoholic beverages retail license, you will need the following:

- **New Retail Application**
- **Business Structure Documents**
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- **Manager Application**
- **Proof of Citizenship** for the proposed Manager of Record.
- **Vote of the Corporate Board**
- **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- **Legal Right to Occupy**, a lease or deed.
- **Floor Plan**
- **Abutter's Notification**
- **Advertisement**
- **Monetary Transmittal Form**
- **\$200 Fee** paid online through our online payment portal, ePay
- **Payment Receipt**
- **Additional information, if necessary, utilizing the formats provided and or any affidavits.**
- **Management Agreement**, if applicable

Please Note: you may be requested to submit additional supporting documentation if necessary.



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

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="\$12 Restaurant"/>	<input type="text" value="Wines and Malt Beverages"/>	<input type="text" value="Annual"/>

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

We wish to serve beer and wine during sessions held at our session-based maker space. Guests register for a session online to make a craft project, and can choose to purchase a beer, glass of wine, or non-alcoholic beverage during their 3-hour crafting session.

Is this license application pursuant to special legislation? ☐ Yes ☒ No Chapter Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name	<input type="text" value="Brokk and Eitri, LLC"/>	FEIN	<input type="text" value="REDACTED"/>
DBA	<input type="text" value="brokk + eitri"/>	Manager of Record	<input type="text" value="Jeffrey Cusson"/>
Street Address	<input type="text" value="691 Worcester St., Natick, MA"/>		
Phone	<input type="text" value="6176500221"/>	Email	<input type="text" value="laura@brokkandeitri.com"/>
Alternative Phone	<input type="text" value="5087367288"/>	Website	<input type="text" value="www.brokkandeitri.com"/>

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, 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. You must also submit a floor plan.

Building contains three floors.

Retail space occupied by customers is 1400 sq ft on the first floor of the building only. Staff members will assist with projects and serve beverages to the customers' tables. There will not be a centralized bar where customers can walk up and order a drink. Staff will pour drinks from a pantry area at the rear of the first floor.

Total Square Footage:	<input type="text" value="2500"/>	Number of Entrances:	<input type="text" value="1"/>	Seating Capacity:	<input type="text" value="24"/>
Number of Floors	<input type="text" value="2"/>	Number of Exits:	<input type="text" value="4"/>	Occupancy Number:	<input type="text" value="36"/>

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:	<input type="text" value="Laura Cusson"/>	Phone:	<input type="text" value="6176500221"/>
Title:	<input type="text" value="Manager"/>	Email:	<input type="text" value="laura@brokkandeitri.com"/>

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	LLC	Date of Incorporation	11/7/2018
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Jeffrey Cusson	39 Rockland St, Natick MA 01760	[REDACTED]	4/9/1980

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Member, Manager	100	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Laura Cusson	39 Rockland St, Natick MA 01760	[REDACTED]	7/24/1979

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Manager	0	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?
Please provide a copy of the management agreement.

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Boston India Realty

Landlord Phone 617-285-7549

Landlord Email deep.deshpande@talentburst.com

Landlord Address 679 Worcester St., Natick, MA

Lease Beginning Date 5/1/2019

Rent per Month \$3333.33

Lease Ending Date 4/30/2021

Rent per Year \$40,000.00

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	32000
C. Other (Please specify)	
D. Total Cost	32000

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Jeffrey & Laura Cusson	32000
Total:	32000

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

Costs for this business are being self-funded by the owners. We are currently seeking a home equity line of credit to cover working capital and any other startup costs we incur beyond our current free cash.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

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

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Laura Cusson

Date of Birth 7/24/79

SSN [REDACTED]

Residential Address 39 Rockland St Natick, MA 01760

Email laura@brokkandeitri.com

Phone 6176500221

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

50

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

☒ Yes ☐ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
9/2015	5/2019	Product Manager	Fidelity Investments	Deborah Ralys
2/2012	9/2015	Senior Manager	CVS Health	Vijay Kukreja
12/2008	2/2012	Senior Project Manager	89 Degrees, LLC	Tim Reilly
3/2006	11/2008	Project Manager	Valassis Communications	

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature

Laura M Cusson

Date

4-4-2019

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

APPLICANT'S STATEMENT

I, Laura Cusson the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory

of Brokk and Eitri, LLC
Name of the Entity/Corporation

hereby submit this application (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 statements 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 are in compliance with state and local laws and regulations;
- (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 ownership 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.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: Laura Cusson

Date: 4-4-2019

Title: Manager

CORPORATE VOTE

The Board of Directors or LLC Managers of Brokk and Eitri, LLC
Entity Name
duly voted to apply to the Licensing Authority of Natick and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 4-3-2019
Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other <u> </u> | <input type="checkbox"/> Change of DBA | |

"VOTED: To authorize

Laura Cusson

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Laura Cusson

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

Laura M Cusson

Corporate Officer /LLC Manager Signature

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

ADDENDUM A

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name		Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)		
Brokk and Eitri		NA		

Name of Principal	Residential Address	SSN	DOB
Jeffrey Cusson	39 Rockland St, Natick, MA 01760	[REDACTED]	04-09-1980
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Manager	50	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident	<input checked="" type="radio"/> Yes <input type="radio"/> No		

Name of Principal	Residential Address	SSN	DOB
Laura Cusson	39 Rockland St, Natick, MA 01760	[REDACTED]	07-24-1979
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Manager	50	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident	<input checked="" type="radio"/> Yes <input type="radio"/> No		

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident	<input type="radio"/> Yes <input type="radio"/> No		

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident	<input type="radio"/> Yes <input type="radio"/> No		

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident	<input type="radio"/> Yes <input type="radio"/> No		

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident	<input type="radio"/> Yes <input type="radio"/> No		

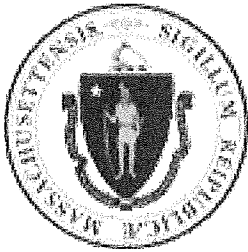
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident	<input type="radio"/> Yes <input type="radio"/> No		

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident	<input type="radio"/> Yes <input type="radio"/> No		

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Identification Number [REDACTED]

1. The exact name of the limited liability company is: BROKK AND EITRI, LLC

2a. Location of its principal office:

No. and Street: 39 ROCKLAND STREET
 City or Town: NATICK State: MA Zip: 01760 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 39 ROCKLAND STREET
 City or Town: NATICK State: MA Zip: 01760 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

CRAFTS WORKSHOP; AND ANY OTHER ENDEAVOR AUTHORIZED BY THE LIMITED LIABILITY COMPANY STATUTES.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JEFFREY R. CUSSON
 No. and Street: 39 ROCKLAND STREET
 City or Town: NATICK State: MA Zip: 01760 Country: USA

I, JEFFREY R. CUSSON resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	LAURA M. CUSSON	39 ROCKLAND STREET NATICK, MA 01760 USA
MANAGER	JEFFREY R. CUSSON	39 ROCKLAND STREET NATICK, MA 01760 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name	Address (no PO Box)
-------	-----------------	---------------------

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	JEFFREY R. CUSSON	39 ROCKLAND STREET NATICK, MA 01760 USA
SOC SIGNATORY	LAURA M. CUSSON	39 ROCKLAND STREET NATICK, MA 01760 USA
SOC SIGNATORY	MAURICE J. RINGEL	399 CHESTNUT STREET NEEDHAM, MA 02492 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JEFFREY R. CUSSON	39 ROCKLAND STREET NATICK, MA 01760 USA
REAL PROPERTY	LAURA M. CUSSON	39 ROCKLAND STREET NATICK, MA 01760 USA

9. Additional matters:

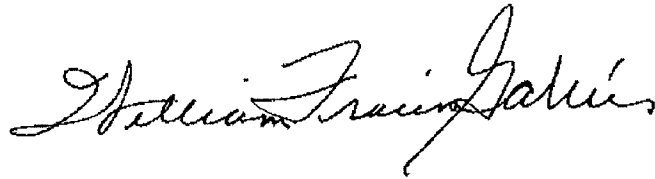
SIGNED UNDER THE PENALTIES OF PERJURY, this 7 Day of November, 2018,
JEFFREY R. CUSSON

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

November 07, 2018 04:20 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



THE COMMONWEALTH OF MASSACHUSETTS
Division of Banks
1000 Washington Street, 10th Floor, Boston, MA 02118
TEL: 617-956-1500 | TDD: 617-956-1577 | FAX: 617-956-1599
MASS.GOV/DOB



**Criminal Offender Record Information (CORI)
Acknowledgement Form**

The Division of Banks has been registered by the Department of Criminal Justice Information Services ("DCJIS") to access **conviction and pending** Criminal Offender Record Information for the purpose of screening:

- Officers of, and applicants for, bank and credit union charters;
- Applicants for licenses to engage in the business of a check casher, check seller, debt collector, foreign transmittal agency, insurance premium finance company, mortgage broker, mortgage lender, motor vehicle sales finance company, retail installment sales finance company, small loan company; and
- Applicants for a license to engage in the activity of a mortgage loan originator for which the Division also has been certified to access non-conviction criminal data.

As an above-described bank officer or license applicant I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to Division of Banks to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing Division of Banks with written notice of my intent to withdraw consent to a CORI check.

The Division of Banks may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that Division of Banks must first provide me with written notice of this check.

By signing below, I provide my consent to a CORI check and acknowledge that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

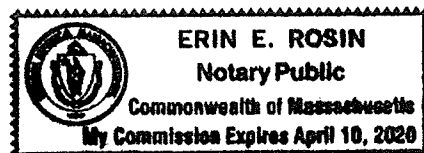
Rene Mlesna

Signature of CORI Subject

3-16-19

Date

On this 16th day of March, 2019, before me, the undersigned notary public, personally appeared Laura M. Cusson (name of document signer), proved to me through satisfactory evidence of identification, which were MA DRIVER'S LICENSE 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.



Erin E. Rosin
Notary Public



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services
200 Arlington Street, Suite 2200, Chelsea, MA 02150
TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973
MASS.GOV/CJIS



SUBJECT INFORMATION

Please complete this section using the information of the person whose CORI you are requesting.
The fields marked with an asterisk (*) are required fields.

* First Name: Laura Middle Initial: M
* Last Name: Cusson Suffix (Jr., Sr., etc.): _____
Former Last Name 1: Ackroyd
Former Last Name 2: _____
Former Last Name 3: _____
Former Last Name 4: _____
* Date of Birth (MM/DD/YYYY): 07-24-79 Place of Birth: Haverhill MA
* Last **SIX** digits of Social Security Number: [REDACTED] ☐ No Social Security Number
Sex: F Height: 5 ft. 7 in. Eye Color: blue Race: Caucasian
Driver's License or ID Number: _____ State of Issue: MA
Father's Full Name: Kenneth W. Ackroyd
Mother's Full Name: Donna M. Ackroyd

Current Address

* Street Address: 39 Rockland St
Apt. # or Suite: _____ *City: Natick *State: MA *Zip: 01760

SUBJECT VERIFICATION

The above information was verified by reviewing the following form(s) of government-issued identification:

Verified by:

Laura M. Cusson

Print Name of Verifying Employee

Laura M Cusson

Signature of Verifying Employee

3-16-19

Date



THE COMMONWEALTH OF MASSACHUSETTS
Division of Banks
1000 Washington Street, 10th Floor, Boston, MA 02118
TEL: 617-956-1500 | TDD: 617-956-1577 | FAX: 617-956-1599
MASS.GOV/DOB



**Criminal Offender Record Information (CORI)
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The Division of Banks has been registered by the Department of Criminal Justice Information Services ("DCJIS") to access **conviction and pending** Criminal Offender Record Information for the purpose of screening:

- Officers of, and applicants for, bank and credit union charters;
- Applicants for licenses to engage in the business of a check casher, check seller, debt collector, foreign transmittal agency, insurance premium finance company, mortgage broker, mortgage lender, motor vehicle sales finance company, retail installment sales finance company, small loan company; and
- Applicants for a license to engage in the activity of a mortgage loan originator for which the Division also has been certified to access non-conviction criminal data.

As an above-described bank officer or license applicant I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to Division of Banks to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing Division of Banks with written notice of my intent to withdraw consent to a CORI check.

The Division of Banks may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that Division of Banks must first provide me with written notice of this check.

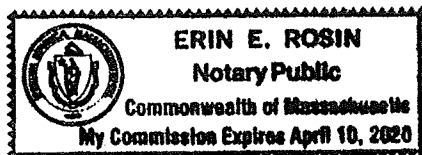
By signing below, I provide my consent to a CORI check and acknowledge that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

Signature of CORI Subject

3-16-19

Date

On this 16th day of March, 2019, before me, the undersigned notary public, personally appeared Jeffrey Curson (name of document signer), proved to me through satisfactory evidence of identification, which were MA DRIVER'S LICENSE to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.


Notary Public



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services
200 Arlington Street, Suite 2200, Chelsea, MA 02150
TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973
MASS.GOV/CJIS



SUBJECT INFORMATION

Please complete this section using the information of the person whose CORI you are requesting.
The fields marked with an asterisk (*) are required fields.

* First Name: Jeffrey Middle Initial: L
* Last Name: Cusson Suffix (Jr., Sr., etc.): _____
Former Last Name 1: _____
Former Last Name 2: _____
Former Last Name 3: _____
Former Last Name 4: _____
* Date of Birth (MM/DD/YYYY): 04-09-1980 Place of Birth: Worcester MA
* Last **SIX** digits of Social Security Number: [REDACTED] ☐ No Social Security Number
Sex: M Height: 5 ft. 10 in. Eye Color: _____ Race: Caucasian
Driver's License or ID Number: _____ State of Issue: MA
Father's Full Name: Richard Cusson
Mother's Full Name: Ann M. Cusson

Current Address

* Street Address: 39 Rockland St
Apt. # or Suite: _____ *City: Natick *State: MA *Zip: 01760

SUBJECT VERIFICATION

The above information was verified by reviewing the following form(s) of government-issued identification:

Verified by:

Jeffrey R. Cusson

Print Name of Verifying Employee

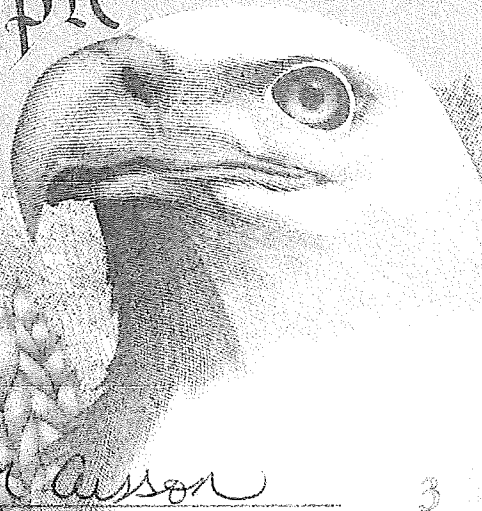
[Signature]

Signature of Verifying Employee

3-16-19

Date

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



Ramona M. Allison

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR



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

P **USA**

USA

454416620

Surname / Nom / Apellidos

CUSSON

Given Names / Prénoms / Nombres

LAURA MICHELLE

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

24 Jul 1979

Place of birth / Lieu de naissance / Lugar de nacimiento

Sex / Sexe / Sexo

MASSACHUSETTS, U.S.A.

F

Date of issue / Date de délivrance / Fecha de expedición

Authority / Autorité / Autoridad

04 Mar 2009

United States

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

Department of State

03 Mär 2019

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

USA

[illegible]

COMMERCIAL LEASE

ARTICLE I (Parties)

Boston India Realty, LLC, a Massachusetts limited liability company with a principal address of 679 Worcester Road, Natick, Massachusetts 01760, hereinafter referred to as "**LESSOR**", which expression shall include LESSOR'S successors, executors, administrators, and assigns where the context so admits, does hereby lease to **Brokk and Eitri, LLC**, a Massachusetts limited liability company with a principal address of 39 Rockland Street, Natick, MA 01760, hereinafter referred to as "**LESSEE**", which expression shall include LESSEE'S successors, executors, administrators, and assigns where the context so admits, the following described premises upon the terms and conditions set forth in this Commercial Lease (the "**Lease**").

ARTICLE II (Leased Premises)

A. **Leased Premises:** LESSOR hereby leases and demises to LESSEE, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, the building (the "**Building**") located at 691 Worcester Road, Natick, Massachusetts 01760 (the "**Property**"), consisting of approximately 3,500 rentable square feet, (the "**Leased Premises**").

B. **Condition of Premises:** Except as otherwise set forth in this Lease, LESSEE agrees to accept delivery of the Leased Premises on the Effective Date (as herein defined) in its "as is" condition. LESSEE acknowledges that LESSOR is not required to perform any work or improvements to the Leased Premises as a condition to LESSEE's initial occupancy thereof or the inception of this Lease other than as set forth in this Lease.

C. **LESSOR's Work:** LESSOR agrees to make certain improvements to the Property as set forth in **Exhibit B** as ("**LESSOR's Work**"). LESSOR's Work shall be performed by LESSOR or any appropriate contractors or subcontractors as determined in the sole and absolute discretion of LESSOR, all at LESSOR's sole cost. LESSOR shall complete LESSOR'S Work on or before the Effective Date. LESSOR shall deliver the Leased Premises with all base building systems servicing the Leased Premises in good working condition.

ARTICLE III (Term)

A. **Term.** Subject to satisfaction of all conditions precedent referenced in subparagraph C below ("Conditions Precedent), and not otherwise, the term of the Lease shall be for two (2) years commencing on the Effective Date (as defined herein) and ending one (1) month following the second (2nd) anniversary of the Effective Date (as the same may be extended, the "**Term**") unless otherwise earlier terminated or extend pursuant to the terms hereof. For the purposes of this Lease, the "**Effective Date**" shall be the earlier of May 1, 2019 or the first day of the calendar month in which the LESSEE occupies the Leased Premises. For the avoidance of doubt the Effective Date shall not commence unless and until all Conditions Precedent have first been satisfied; and unless all Conditions Precedent have first been

satisfied (by written notice given to LESSOR by LESSEE), this Lease shall be null and void and shall not be binding upon LESSOR or LESSEE.

- B. **LESSEE's Extension Option.** LESSEE shall have one (1) option to renew the Term for an additional one (1) year term (an "Extended Term") by giving LESSOR written notice not less than nine (9) months prior to the end of the original Term. During the Extended Term, if any, Base Rent shall be \$41,200.00 annually for the Leased Premises.
- C. **Conditions Precedent.** As Conditions Precedent, LESSEE shall first have obtained (1) a special permit from the Natick Planning Board for approval of zoning and usage under its guidelines as a Restaurant with Mechanical Entertainment; (2) a Massachusetts Alcoholic Beverage Retail License; (3) a Natick Common Victualer License; (4) approval of the Natick Board of Health to operate a food establishment for pre-packaged foods; and (5) LESSEE's satisfaction with the inspection report of an inspection of the property by LESSEE's architect or other inspector.

ARTICLE IV (Rent)

Commencing on the Rent Commencement Date, the LESSEE shall, for the first year of this Lease, pay to the LESSOR on or before the first day of each month, in advance, base rent in monthly installments of an amount equal to \$3,333.33 per month. On the first anniversary of the Rent Commencement Date and on each year thereafter during the original Term, the base rent amount shall remain the same, \$3,333.33 per month. Any and all base rent due to LESSOR during the Term is hereinafter referred to as the "Base Rent", and Base Rent together with other periodic payments required to be paid by LESSEE to LESSOR hereunder are sometimes collectively referred to as "Rent".

For the purposes of this Lease, the "Rent Commencement Date" shall be ~~June~~April 1, 2019 or first day of the first (1st) month following the date on which LESSOR provides factually correct written notice to LESSEE that the LESSOR's Work is completed.

ARTICLE V (Security Deposit)

Upon the execution of this Lease, LESSEE shall deposit with LESSOR an amount of \$6,666.67 (the "Security Deposit") and in addition first (1st) months' rent in the amount of \$3,333.33 for a total deposit of \$10,000.00. LESSOR may, at its option upon the occurrence and during the continuation of an Event of Default (as defined in Article XX), apply all or part of the Security Deposit to any unpaid Rent or other charges due from LESSEE, cure any other defaults of LESSEE, or compensate LESSOR for any loss or damage which LESSOR may suffer due to LESSEE's default. If LESSOR shall so use any part of the Security Deposit, LESSEE shall restore the Security Deposit to its full amount within ten (10) days after LESSOR's request. No interest shall be paid on the Security Deposit, no trust relationship is created herein between LESSOR and LESSEE with respect to the Security Deposit, and the Security Deposit may be commingled with other funds of LESSOR. Within thirty (30) days of the expiration or termination of this Lease not resulting from LESSEE's default, and after LESSEE shall have

vacated the Leased Premises in the manner required by this Lease, LESSOR shall pay to LESSEE any balance of the Security Deposit not applied pursuant to this Article.

ARTICLE VI (Taxes)

LESSOR shall pay any municipal real property taxes assessed against the Leased Premises and the Property and sewerage taxes, betterments, and any and all other taxes (collectively, the "Taxes") due and payable beginning with the Effective Date and continuing until the end of Fiscal Year 2019 (June 30, 2019). Beginning with Fiscal Year 2020 (beginning July 1, 2019), LESSEE shall pay to LESSOR LESSEE's Proportionate Share (as defined herein) of any increases in Taxes over Taxes due for the Fiscal Year 2019. LESSOR shall provide LESSEE with sufficient documentation evidencing any such increases. LESSOR shall elect to pay any betterment assessment over the longest permissible period to time and only the portion thereof allocable to each Fiscal Year after Fiscal Year 2019 shall be included in Taxes hereunder.

As used in this Lease, "LESSEE's Proportionate Share" shall equal 100%, based on the ratio of the rentable floor area of the Leased Premises to the total rentable floor area contained in the Building. LESSOR represents that the floor area of the Leased Premises consists of 3,500 rentable square feet and that the floor area of the Building consists of 3,500 rentable square feet, each as determined by LESSOR using the same methodology. LESSEE reserves the right to confirm LESSOR's measurement of the Leased Premises following completion of LESSOR's Work. Upon certification by LESSEE's architect or other professional measuring the Leased Premises, the rentable floor area of the Leased Premises shall be revised, together with the Base Rent and all applicable provisions of this Lease based thereon.

ARTICLE VII (Utilities)

Commencing with the Effective Date, LESSEE shall pay for all LESSEE'S utilities directly to Utility Companies as measured by a separate meter for the Leased Premises. In the event that utilities cannot be separately metered, LESSEE shall pay its proportionate share of the utilities as part of the Operating Expenses hereunder all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies from the source from which they are usually obtained for said Leased Premises, or to any cause beyond the LESSOR's control. In the event of any such interruption, LESSOR shall use diligent good faith efforts to restore all such utilities and other services to full operation as soon as reasonably possible. No plumbing, construction or electrical work of any type shall be done without LESSOR's prior written approval and appropriate permits.

ARTICLE VIII (Operating Expenses)

Beginning January 1, 2020, LESSEE shall pay to LESSOR LESSEE's Proportionate Share of any costs associated with Operating Expenses (as defined below) to the extent that they exceed the amount equal to the total Operating Expenses for calendar year 2019. LESSOR shall provide LESSEE with sufficient documentation evidencing any such increases.

The term "Operating Expenses" shall mean all of the expenses and costs incurred by LESSOR in connection with the operation, repair, maintenance, protection and management of the Building and Property, including utilities if not separately metered, but shall not include any expense incurred by LESSOR to provide any service to a specific tenant of the Building that is not generally provided to the other tenants of the Building. LESSEE is responsible for its own janitorial and snow plowing/removal. LESSOR will be responsible for anything structurally related to the Building and the HVAC. Damage and repair to the interior of the Building and doors is the LESSEE's responsibility.

ARTICLE IX (Use of Leased Premises)

LESSEE shall use the Leased Premises only for retail use, crafts and maker space, lawful uses ancillary thereto (sometimes referred to herein as the "Permitted Use"). LESSEE shall have unlimited, 24 hour-a-day, 7 days per week access to the Leased Premises and all portions of the Building and/or the Property necessary to access and use the Leased Premises so that LESSEE may conduct its business in an efficient manner.

ARTICLE X (Common Areas)

LESSOR shall maintain the common areas of the Building and/or the Property in good order, condition, and repair at LESSOR's sole cost and expense without further contribution from LESSEE beyond its payment of Base Rent.

ARTICLE XI (Insurance)

(a) LESSEE Insurance. LESSEE shall obtain and keep in full force during the Term the following coverage: (a) policy of commercial general liability insurance (including personal injury, broad form contractual liability, broad form property damage, and products liability), naming LESSOR as an additional insured, with minimum limits per occurrence of not less than Two Million Dollars (\$2,000,000), combined single limit and aggregate on an occurrence form, (b) an automobile liability policy (including all owned, hired or non-owned vehicles) naming LESSOR and LESSOR's mortgagee or mortgagees, as the case may be, as additional insureds, with minimum limits per occurrence of not less than One Million Dollars (\$1,000,000), combined single limit and aggregate on an occurrence form, (c) special form of coverage, including vandalism and malicious mischief theft and water damage in an amount equal to the actual cash value of LESSEE's personal property naming LESSOR and LESSOR's mortgagee or mortgagees, as the case may be, as additional insureds, and (d) worker's compensation insurance as required by applicable federal or state law.

(b) Waiver of Subrogation. Notwithstanding anything herein to the contrary, LESSOR and LESSEE each hereby waives any and all rights of recovery, claim, action, or cause of action against the other, its agents, employees, licensees, or invitees for any loss or damage to or at the Leased Premises or the Property or any personal property of such party therein or thereon by reason of fire, the elements, or any other cause which is covered, or would have been covered, by the insurance coverages required to be maintained by LESSOR and LESSEE, respectively, under this Lease, regardless of cause or origin, including omission of the other party hereto, its agents,

employees, licensees, or invitees. LESSOR and LESSEE covenant that no insurer shall hold any right of subrogation against either of such parties with respect thereto.

ARTICLE XII (Maintenance of Leased Premises)

The LESSEE agrees to maintain the Leased Premises including by making routine, non-capital repairs to all plumbing, electrical, heating, cooling and ventilation systems located within and serving exclusively the Leased Premises, in the same condition as they are at the Effective Date or as they may be put in during the Term of this Lease, reasonable wear and tear, damage by fire and other casualty excepted. LESSEE shall maintain and keep in force, at LESSEE's sole expense, all licenses, inspections and permits, if any, required by any governmental authority in connection with the occupation or use of the Leased Premises. The LESSEE shall not knowingly permit the Leased Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall be required to obtain the consent of LESSOR to erect any sign on the Leased Premises (in compliance with applicable law), which shall be situated outside of the Leased Premises. LESSEE shall be solely responsible for the maintenance and upkeep of the Leased Premises, including within LESSEE's responsibilities, cleanliness, safety, timely removal of all trash and debris, and overall neatness and shall hire (or perform) its own daily cleaning service.

ARTICLE XIII (Alterations, Improvements and Trade Fixtures)

LESSEE shall not make any alterations, installations, changes, additions or improvements in or to the Leased Premises without first having obtained LESSOR's written consent thereto, which consent may not be unreasonably withheld or delayed. All such alterations and other improvements shall be made at LESSEE's sole expense and shall become the property of the LESSOR and be surrendered with the Leased Premises upon the expiration of this Lease, unless and to the extent that LESSOR shall specify to the contrary simultaneously with granting any approvals therefor required under this Article. LESSEE hereby agrees to indemnify and hold LESSOR harmless from any and all claims, costs, demands and expenses resulting from such work performed in the Leased Premises by LESSEE.

LESSEE's furniture, equipment and supplies shall remain the property of LESSEE, even if affixed to the Leased Premises, and such furniture, equipment and supplies may be removed by LESSEE (and shall be so removed by LESSEE if so directed by LESSOR) at or prior to the expiration or prior termination of this Lease and LESSEE shall repair any damage to the Leased Premises resulting from such removal. All alterations, installations, changes, replacements, additions to or improvements upon the Leased Premises made without LESSOR's consent (exclusive of wholly cosmetic improvements) shall likewise at the election of LESSOR remain upon the Leased Premises and be surrendered, or removed, as aforesaid.

ARTICLE XIV (Parking)

At no cost to LESSEE, LESSEE shall have the right to use the onsite parking spaces in the parking lot of the Building as designated in Exhibit C and shall have unlimited, 24 hour-a-day, 7 days per week access to such parking spaces.

ARTICLE XV (Access)

The LESSOR or agents of the LESSOR may, at reasonable times with twenty-four (24) hours' notice, except in cases of emergency, enter the Leased Premises for any reasonable purpose, including to inspect or make repairs and alterations as LESSOR should elect to do. LESSOR may also show the Leased Premises to prospective tenants, at any time within six (6) months before the expiration of the Term.

ARTICLE XVI (Compliance with Laws)

LESSEE shall make all non-structural repairs, alterations, additions or replacements to the Leased Premises required by any law or ordinance or any order or regulation of any public authority pertaining to LESSEE's specific use or manner of use of the Leased Premises; keep the Leased Premises equipped with all safety equipment so required; pay all municipal, county, or state taxes assessed against personal property of any kind of the LESSEE; and comply with the orders, regulations, variances, licenses and permits of or granted by governmental authorities with respect to zoning, building, fire, health and other codes, regulations, ordinances or laws applicable to the Leased Premises, and the condition, improvement, use or occupancy thereof, except that LESSEE may defer compliance so long as the validity of any such order, regulation, code, ordinance or law shall be contested by LESSEE in good faith and by appropriate legal proceedings, provided LESSEE first gives LESSOR appropriate assurance reasonable satisfactory to LESSOR against any loss, cost or expense on account thereof and either a cash deposit or a bond equal to any potential loss, cost or expense to LESSOR, and provided such contest shall not subject LESSOR to criminal penalties or civil sanctions, loss of property or material civil liability.

ARTICLE XVII (Indemnification and Liability)

Upon notice and demand by LESSOR, LESSEE agrees to indemnify, defend and hold LESSOR and its shareholders, directors, managers, members, officers, employees, other agents and affiliates ("LESSOR Indemnitees") harmless from and against any and all losses, injuries, claims, demands, liabilities, obligations, suits, penalties, forfeitures, costs and expenses of every type or kind, including reasonable attorneys' fees actually incurred, disbursements and costs of investigation which are imposed upon, incurred by or asserted against LESSOR Indemnitees to the extent resulting from (i) the negligent act or omission or willful misconduct of LESSEE or any officer, employee or agent under the control or supervision of LESSEE, (ii) any injury to any party occurring at the Leased Premises, (iii) the violation of any applicable law, regulation or rule by LESSEE or any officer, employee or agent under the control or supervision of LESSEE or (iv) the violation by LESSEE of any provision of this Lease, except to the extent such claims, demands, causes of action, suits, proceedings or liabilities are attributable to the negligence or willful misconduct of any of the LESSOR Indemnitees. The provisions of this Article XVI shall survive the expiration or earlier termination of this Agreement.

ARTICLE XVIII (Casualty and Taking)

Should a substantial portion of the Leased Premises (or any portion of the Building or Property necessary to access the Leased Premises or reasonably use the same as contemplated hereby) be

substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSEE may elect to terminate this lease by giving written notice of that effect to LESSOR within thirty (30) days after such occurrence. Any apportionment or adjustment of Rent shall be as of the time of termination (subject to abatement as of the damage as hereinafter provided). As used in this Article, the word "substantial" shall mean twenty-five percent (25%) or more of the Leased Premises or damage to the Leased Premises or Building that is reasonably established to require in excess of ninety (90) days to restore. LESSEE may also terminate this Lease if LESSOR fails to fully restore the Leased Premises (and portions of the Building necessary to access or use the Leased Premises) within one hundred fifty (150) days of the damage or if any damage to the Leased Premises occurs during the last 12 months of the Term that is reasonably established to require in excess of thirty (30) days to restore. When such fire, casualty, or taking renders any portion of the Leased Premises unsuitable for their intended use, a just and proportionate abatement of Rent shall be made and the LESSOR shall, forthwith and diligently, restore the Leased Premises to its prior condition, suitable for its intended use as contemplated under the Lease.

Without limitation, in no event, however, need LESSOR restore any portion of the Building (exclusive of the Leased Premises) which is not necessary to access the Leased Premises and not necessary for the use and enjoyment of the Leased Premises by LESSEE.

ARTICLE XIX (Eminent Domain)

If the whole or any part of the Leased Premises shall be taken or condemned for public or quasi-public use or purpose by any competent authority, or conveyed in lieu thereof (a "Taking"), LESSEE shall have no claim against LESSOR and shall not have any claim or right to any portion of any amount that may be awarded as damages or paid as a result of such taking; and all rights of the LESSEE to damages therefor, if any, are hereby assigned by the LESSEE to the LESSOR. Upon such Taking, if the Term of this Lease shall terminate, LESSEE shall have no claims against the LESSOR for the value of any unexpired term of this Lease. LESSEE, however, shall be entitled to claim, prove and receive in a condemnation proceeding such awards as may be allowed for damages to or the Taking of fixtures, equipment and other personal property installed by it and which is herein permitted to remove from the Leased Premises at the end of the Term and any moving expenses, but only if such awards shall be separately awarded in addition to (and not out of or in diminution of) the award made to LESSOR.

ARTICLE XX (Default and Bankruptcy)

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

- (a) The LESSEE shall fail to pay any installment of Rent, or other sum herein specified, and such default shall continue for five (5) days after written notice thereof, however, such notice shall only be required to be given once in any twelve (12) month period and following such one notice, no further notices of such failure shall be required to constitute a default during such twelve month period; or

- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements, or obligations hereunder, and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The LESSEE shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors; or
- (d) The LESSEE shall file or there shall be filed against LESSEE a petition in bankruptcy or reorganization or for an arrangement for the benefit of creditors under any Article or chapter of the United States bankruptcy laws or under any similar law or statute of any State which is not dismissed within sixty (60) days of any involuntary filing; or
- (e) A receiver or trustee shall be appointed for all or substantially all of the assets of LESSEE.

Upon the occurrence and during the continuation of any such Event of Default, LESSOR may terminate this Lease by written notice to LESSEE, specifying a date not less than five (5) days after the giving of such notice on which this Lease shall terminate and this Lease shall come to an end on the date specified therein as fully and completely as if such date were the date herein originally fixed for the expiration of the Term of this Lease and LESSEE will then quit and surrender the Leased Premises to LESSOR, but LESSEE shall remain liable as hereinafter provided. In the event LESSEE fails to surrender the Leased Premises, the LESSOR shall re-enter and take complete possession of the Leased Premises, and remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of any Rent or other default.

The LESSEE shall indemnify the LESSOR against all loss of Rent and other payments which the LESSOR may incur by reason of such termination during the residue of the Term. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connecting therewith, including but not limited to, reasonable attorney's fees for instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the prime rate then published in The Wall Street Journal plus three percent (3%) per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent (the "Additional Rent").

The LESSEE covenants and agrees, notwithstanding any termination of this Lease as aforesaid or any entry or re-entry by the LESSOR, whether by summary proceedings (and the LESSEE hereby expressly waives any notice to quit possession of the Leased Premises prior to the institution of such summary proceedings), termination, or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof amounts equal to the several installments of Base Rent and other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if the LESSOR had not entered or re-entered, as aforesaid, and whether the Leased Premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the Term, and for the whole thereof. Additionally, LESSEE shall be responsible for the unamortized cost of the LESSOR's Work Value for the remainder of the Term. To induce the LESSOR to enter into this Lease, the LESSEE hereby waives any right to trial by jury in any action, proceeding or counterclaim brought by the LESSOR against the LESSEE on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of the LESSOR and the LESSEE and the LESSEE's use and occupancy of the Leased Premises and/or any claim of injury or damage.

Nothing contained in this Lease shall, however, limit or prejudice the right of LESSOR to prove for and obtain in proceeding under any federal or state law relating to bankruptcy or reorganization or arrangement, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater than the amount of the loss or damages referred to above.

Any and all rights and remedies which LESSOR may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

Any consent or permission by LESSOR to any act or omission which otherwise would be a breach of any covenant or condition herein, or any waiver by LESSOR of the breach of any covenant or condition herein, shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein, or except as to the specific instance, operate to permit similar acts or omissions. The failure of LESSOR to seek redress for violation or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation nor a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by LESSOR of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed to have been a waiver of such breach or covenant of this Lease and shall not be deemed to have been a waiver of such breach by LESSOR unless such waiver is in writing signed by the LESSOR. No consent or waiver, express or implied, by LESSOR to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

ARTICLE XXI (Notice)

Any notice from the LESSOR to the LESSEE relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served as of the date sent, by registered or certified mail, return receipt requested, postage prepaid, or via hand delivery or via a recognized next business day delivery service and addressed as follows:

If to the LESSEE: Brokk and Eitri LLC
691 Worcester Road
Natick, MA 01760
Attn: Laura Cusson

with a copy to: Maurice J. Ringel, Esq.
Ringel Law, PC
399 Chestnut Street
Needham, MA 02492

If to the LESSOR: Boston India Realty, LLC

679 Worcester Road
Natick, MA 01760
Attn: Mr. Deep Deshpande

ARTICLE XXII (Surrender)

The LESSEE shall at the expiration or other termination of this Lease remove all LESSEE'S goods and effects from the Leased Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Leased Premises). LESSEE shall deliver to the LESSOR the Leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in the same condition as they were at the Effective Date, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of the LESSEES' property from the Leased Premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to exercise LESSOR's rights under Article XIII above.

For each day after the expiration of the Term, or the earlier termination of this Lease, and prior to LESSEE's performance of its obligations to yield up the Leased Premises under this Article, LESSEE shall pay to LESSOR as Rent an amount equal to one hundred fifty percent (150%) of the Base Rent computed on a daily basis, together with all Additional Rent payable with respect to each such day. LESSEE shall further indemnify LESSOR against all loss by the payment of reasonable costs and, if LESSOR notifies LESSEE of LESSOR's agreement with another party to occupy the Leased Premises and LESSEE fails to vacate within fifteen (15) days of such notice, any damages resulting from LESSEE's delay in surrendering the Leased Premises as above provided.

ARTICLE XXIII (Brokerage)

Both parties warrant and represent that they have had no dealing with any broker or agent in connection with this Lease except Avison Young whose commission shall be paid by LESSOR per separate agreement.

ARTICLE XXIV (Other Provisions)

- A. **Assignment**: This Lease may only be assigned or sublet by LESSEE upon the prior written consent of LESSOR, which shall not be unreasonably withheld or delayed. Any net profits resulting from an assignment or sublease shall be split evenly between LESSOR and LESSEE. LESSEE shall pay LESSOR one half of any such excess within thirty (30) days after LESSEE's receipt of such excess consideration after deducting from the excess all reasonable and customary expenses directly incurred by LESSEE attributable to the sublease or assignment.

- B. **Lease Not to be Recorded:** LESSEE agrees that it will not record this Lease. Both parties shall execute and deliver a Notice of Lease and record same in such form, if any, as may be permitted by applicable statute. If this Lease is terminated before the Term expires, the parties shall execute, deliver and record an instrument acknowledging such fact and the actual date of termination of this Lease.
- C. **Applicable Law and Construction:** This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances shall be declared invalid, or enforceable by the final ruling of a court of competent jurisdiction having final review, the remaining terms, covenants, conditions and provisions of this Lease and their application to persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable provisions, there shall be substituted a like, but valid and enforceable provision which comports to the findings of the aforesaid court and most nearly accomplished the original intention of the parties.
- D. **No Other Agreements:** There are no oral or written agreements between LESSOR and LESSEE affecting this Lease. This Lease may be amended, and the provisions hereof may be waived or modified, only by instruments in writing executed by LESSOR and LESSEE.
- E. **No Representations by LESSOR:** Neither LESSOR nor any agent of LESSOR has made any representations or promises with respect to the Leased Premises except as herein are expressly set forth and no rights, privileges, easements or licenses are granted to LESSEE except as herein expressly set forth.
- F. **Headings and Article Numbers:** The headings and article numbers are contained herein are for convenience only and shall not be considered in construing this lease.
- G. **Signage:** LESSEE shall, at LESSEE's cost, have building standard listings on all lobby and building directories. After obtaining LESSOR's written approval, LESSEE may install exterior building signage subject to applicable law including but not limited to the bylaws of the Town of Natick.
- H. **Covenant of Quiet Enjoyment.** Subject to the terms and conditions of this Lease, on payment of the Base Rent and Additional Rent and observing, keeping and performing all of the other terms and conditions of this Lease on LESSEE's part to be observed, kept and performed, LESSEE shall lawfully, peaceably and quietly enjoy the Leased Premises during the Term hereof, without hindrance or ejection by LESSOR or any persons lawfully claiming under LESSOR to have title to the Leased Premises superior to LESSEE.
- I. **Multiple Counterparts; Entire Agreement.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. This Lease constitutes the entire agreement between the parties hereto, with respect to the subject matter hereof and thereof and supersedes all prior dealings between them with respect to such subject matter, and there are no verbal or collateral understandings, agreements, representations or warranties not

expressly set forth in this Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon LESSOR or LESSEE, unless reduced to writing and signed by the party or parties to be charged therewith.

- J. **"LESSOR" and "LESSEE":** The words "LESSOR" and "LESSEE" appearing in this Lease shall be construed to mean those named in Article One and their respective heirs, executors, administrators, successors and assigns and those claiming through or under them respectively. If there be more than one LESSEE, the obligations imposed by this Lease upon LESSEE shall be joint and several.
- K. **Rules and Regulations:** Lessee shall comply and shall cause its employees, agents, and invitees to comply with the rules and regulations promulgated by LESSOR and such other reasonable rules and regulations as LESSOR shall from time to time establish for the proper regulation of the Building, provided that LESSOR gives LESSEE reasonable advance notice to LESSEE of such other rules and regulations.

Signature page follows.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereunto set their hands and common seals this 29 day of March, 2019.

LESSOR:

Boston India Realty, LLC

By: 

Name:

Title:

DEEP SUDHAKAR
OWNER.

LESSEE:

Brokk and Eitri, LLC

By: 

Name: Jeffrey Cusson

Title:

Manager

By: 

Name: Laura Cusson

Title:

Manager

Exhibit A

[Plan Showing Leased Premises]

Exhibit B
(LESSOR's Work)

In addition to delivering the Leased Premises in AS-IS condition, LESSOR shall make the following improvements to the Property at its own cost and expense.

- Landscaping of entire property to clean up exterior image
- Repaint parking lot lines
- Repair Route 9 signage (fix it because it is tilted)
- Ensure lighting of signage is in good working order (if there is lighting)
- Ensure the building mechanical systems, HVAC, and electric panel is in good working order
- Ensure proper exterior building lighting in accordance with the Town requirements.

**Exhibit C
(Parking Plan)**

architecture + design
51 Melcher Street Boston, MA 02210
O 617.520.4950 M 617.792.6162



BROKK AND EITRI
691 WORCESTER STREET
NATICK, MA 01760

SCHEMATIC DESIGN

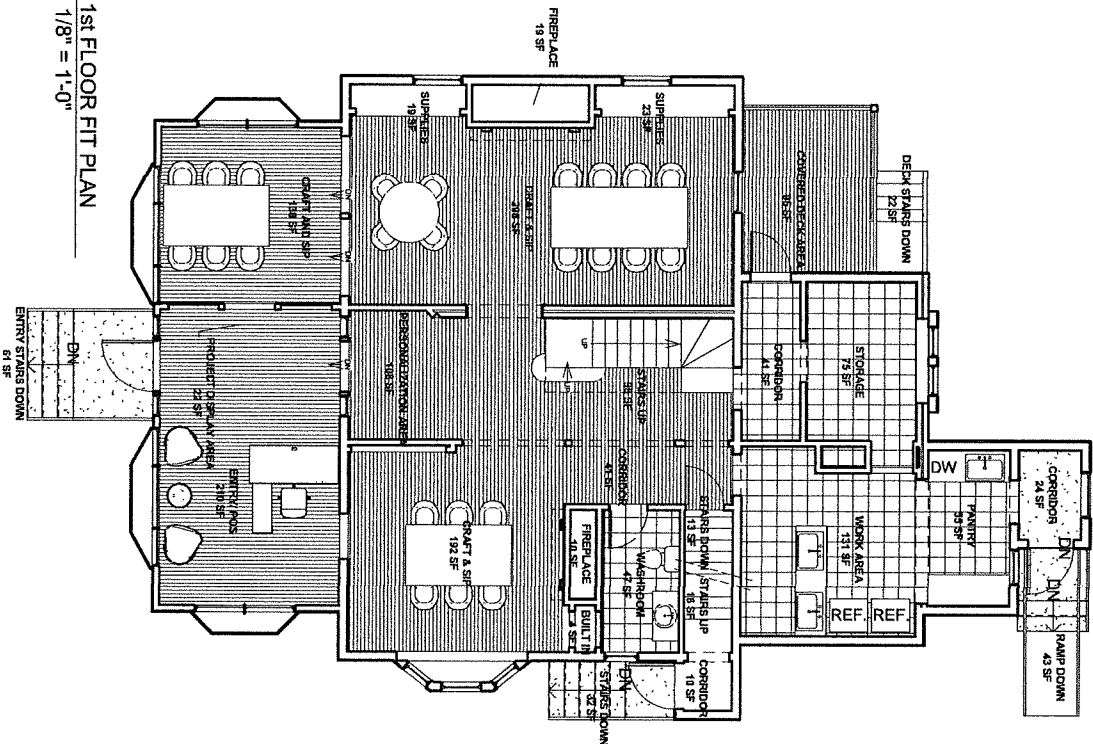
BROKK AND EITRI

Project number	19015
Date	03.05.2019

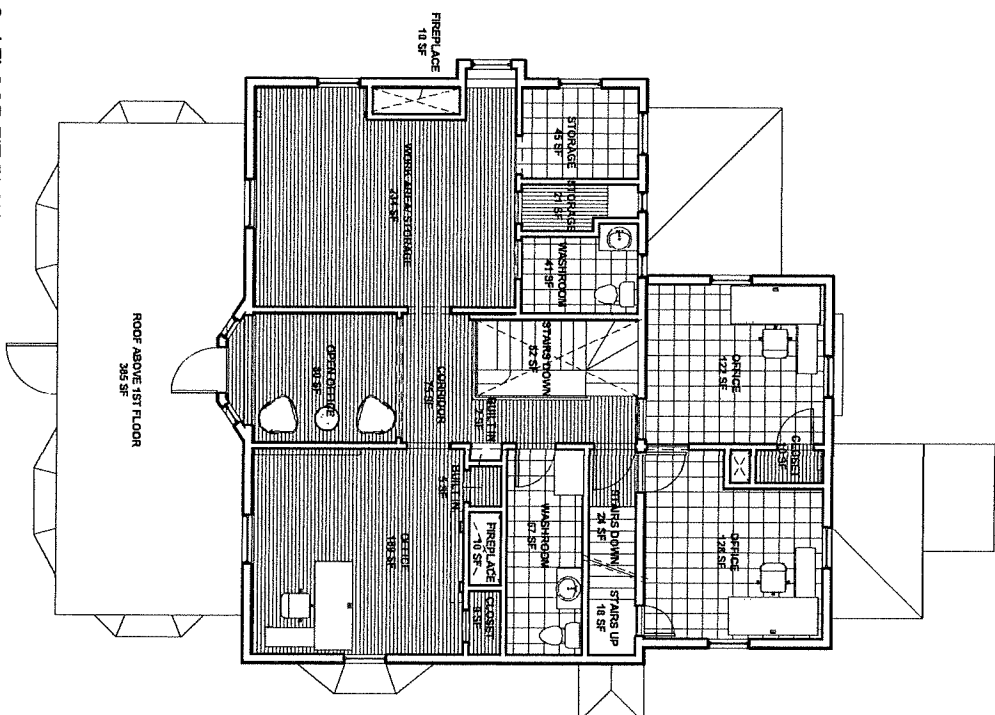
Drawn by STM

SD-01

1 1st FLOOR FIT PLAN
1/8" = 1'-0"



2 2nd FLOOR FIT PLAN
1/8" = 1'-0"



4/4/19



Accounts

Transfers

Bill Pay

Debit Cards

Settings

Support

Messages

Feedback

BROCK AND EITR LLC

● Checking *7978
FREE BUSINESS CKG

Current Balance Available Balance
\$32,578.68 \$32,578.68

- Activity
- Statements
- Services
- Alerts
- Details

Search keyword, amount or date

Filter

☐ Show Scheduled Transactions ☐ Show Transaction Categories

Download

Print

Date	Description	Amount	Balance
In Process			
	Preauthorized Credit Stripe	+\$141.76	32,578.68
Apr 3, 2019	Preauthorized Credit Stripe	+\$129.33	32,436.92
Apr 2, 2019	Electronic Bill Pay Hartford Insurance	-\$183.44	32,307.59
Apr 2, 2019	Electronic Bill Pay Ringel Law	-\$140.00	32,491.03
Apr 2, 2019	Atm Deposit	+\$20,000.00	32,631.03
Apr 1, 2019	Preauthorized Credit Stripe	+\$16.87	12,631.03
Mar 27, 2019	Preauthorized Credit Stripe	+\$333.78	12,614.16
Mar 26, 2019	Electronic Payment Deluxe Check	-\$31.00	12,280.38



Donna Donovan <ddonovan@natickma.org>

Re:

1 message

Brian Lauzon <lauzon@natickpolice.com>

Fri, May 10, 2019 at 2:58 AM

To: Donna Donovan <ddonovan@natickma.org>

Donna,

I have met with the applicant and discussed her proposal in detail. At this time we would recommend that the BOS approve this request, but as this is a "Restaurant" license to sell beer and wine on premise, we feel food options beyond what the applicant proposed to me (pre-packaged popcorn and pretzels) should be required particularly since the applicant anticipates customers being on site for 3 1/2 hours or more. I did ask the applicant to consider something consistent with what another similar business in Natick Center had offered for food options along with what the Belkin Farm Tap Room does. The building in question is sited at Rt.9 west and Wethersfield Road, so i would anticipate most customers driving not walking or biking. Pulling out onto Rt.9 at this location can be difficult during many hours of the day and night for any driver given the speed and volume of traffic.

Respectfully submitted,

Lt. Brian G. Lauzon

On Thu, May 9, 2019 at 9:35 AM Donna Donovan <ddonovan@natickma.org> wrote:

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

BRØKK + EITRI

Please inform your server of any allergies prior to ordering.

On the Sweet Side

Famous Amos Bite-Size Chocolate Chip Cookies

Lorna Doone Shortbread Cookies

Fig Newtons

Oreo Thins

Kind Healthy Grains Dark Chocolate Chunk (GF)

Enjoy Life Soft Baked Mini Cookies –

- Snickerdoodle (GF)
- Double Chocolate Brownie (GF)

On the Salty Side

Cheez-Its

Snyder's of Hanover Mini Pretzels

Skinny Pop Popcorn (GF)

Terra Original Sea Salt Vegetable Chips (GF)

Snyder's of Hanover Pretzel Sticks (GF)

A Bit More

Hummus, Carrots and Pita Plate

Cheese, Salami and Crackers Plate



Donna Donovan <ddonovan@natickma.org>

Fwd: Restaurant Beer and Wine License Application

1 message

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

Mon, Jun 10, 2019 at 1:09 PM

FYI

----- Forwarded message -----

From: **Brian Lauzon** <lauzon@natickpolice.com>
Date: Mon, Jun 10, 2019 at 1:08 PM
Subject: Restaurant Beer and Wine License Application
To: <laura@brokkandeitri.com>

Laura,

Mr. Jennet asked that I reach out to you regarding your application as it was unclear what its status would be for tonight's meeting. Below was my last response to Rick:

"Rick,

As a community and Department we are always trying to accommodate our businesses and truly want them to be successful. The bottom line is that the license they are requesting is a restaurant beer/wine license. That implies that a meal will be available. From what has been presented I do not see that minimum standard as being met. I have concerns regarding the precedent that we may be setting here that will open us up to other requests. As far as the opening I am not understanding of why the business cannot open without a beer/wine license?

Respectfully,

Brian"

I think, and will not speak for the Board, that we are all looking for the proposal to meet something that we can all agree meets a minimum standard for a restaurant license and would like to see you come back with a proposal indicating such. I am hoping maybe the Board can offer additional guidance at tonight's meeting.

Respectfully,

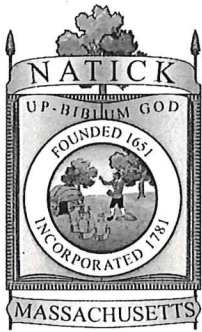
Lt. Brian G. Lauzon

ITEM TITLE: Brokk and Eitri, LLC: Application for a Common Victualer's License

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Application	5/23/2019	Cover Memo
Police Recommendation as per Alcohol License Application	5/23/2019	Cover Memo
Proposed Menu	6/7/2019	Cover Memo



Office Use Only:		
Date Pmt Rec'd: <u>7-16</u>	Fee Paid: \$ <u>100</u>	Check No: <u>151</u>
Police Department approval issued	<input type="checkbox"/>	Notes: _____
Meets applicable zoning bylaws	<input type="checkbox"/>	_____
Certificate of Occupancy issued	<input type="checkbox"/>	_____
Board of Health Permits issued	<input type="checkbox"/>	_____
Board of Selectmen Decision Date _____		
Approved <input type="checkbox"/>		Denied <input type="checkbox"/>

TOWN OF NATICK

COMMON VICTUALER LICENSE APPLICATION

(Type or print clearly; illegible applications will not be accepted)

For Calendar Year: 2019 Date Submitted: 4-16-19 Fee: \$100.00

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

☐ Common Victualer License Only

☒ Common Victualer with Liquor License

Name of Person, Firm, or Corporation Making Application (Licensee):

Laura Cusson, brokkand eitri, LLC

Name of Establishment (d/b/a) brokk + eitri

Address of Establishment 691 Worcester St

Mailing address (if different from establishment) 39 Rockland St

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

Laura Cusson

Email Address Laura@brokkandeitri.com Phone 617-650-0221

Manager of Establishment Laura Cusson

Email Address _____ Phone _____

If Business is a Corporation, Corporate Name and Officers _____

If Business is an LLC, List of Members Jeffrey Cusson, Laura Cusson

Establishment's Days and Hours of Operation Sun-Sa, 8am-11pm

Number of Staff 6-8 Number of Seats 24

Has a Certificate of Occupancy been issued? _____ If not, expected date of issuance _____

Have Board of Health Permits been issued? _____ If not, expected date of issuance _____

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

Applicant's Social Security Number or Employee I.D. Number _____

Date of Birth 7-24-79

Laure M. Cosson

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

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

Print Name of Applicant or Corporate Officer Laurem. Cosson

Signature of Applicant or Corporate Officer Laurem. Cosson

Date 4-16-19

Please print and submit completed application and all required supporting materials as listed below to the Board of Selectmen's Office (508-647-6410), Natick Town Hall, 13 East Central Street, Natick, MA 01760. See additional important licensing information on the Town website at natickma.gov: click on Government, then on Board of Selectmen, then on Grants, Licenses & Permits. Contact the Community & Economic Development Office (508-647-6450) and the Board of Health (508-647-6460), both located on the second floor of Town Hall, and the Town Clerk's Office (508-647-6430), located on the first floor of Town Hall, regarding any other zoning regulations, building requirements, permits, etc. pertaining to your application for a common victualer's license. A common victualer's license, if approved, will be issued only if all zoning regulations are met and a Certificate of Occupancy and Board of Health permits are issued.

Required documents:

1. Proof of Workers Compensation Insurance (if applicable)
2. Workers' Compensation Insurance Affidavit
3. Set of floor plans and site plan*** (If renewing a license and changes have been made to the premises in the previous 12 months, a revised set of floor plans and site plan must be submitted)
4. List of equipment and estimated cost***
5. Copy of Bill of Sale or Lease Agreement***
6. If a Corporation, a copy of Articles of Organization; if an LLC, a copy of the Membership Agreement and list of members***
7. \$100.00 Application fee (checks made payable to the Town of Natick)

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

BRØKK + EITRI

Proposed Equipment for Common Victualer's License

Lamber DSP3 30 Rack/Hr Undercounter Glass Washer, High Temperature Sanitizing w/ Booster \$1795

27" 1 Glass Door Reach-in Refrigerator \$1594



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Strategic Insurance Solutions, Inc. 2000 Commonwealth Avenue Newton MA 02466		CONTACT NAME: Linda Edgemon PHONE (A/C, No, Ext): (617) 558-7100 122 FAX (A/C, No): (781) 459-8282 E-MAIL ADDRESS: le@strategicinsure.com																						
INSURED Brokk and Eitri LLC 691 Worcester Street Natick MA 01760		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Twin City Fire Insurance Co</td><td>29459</td></tr><tr><td>INSURER B:</td><td>Hartford Insurance Company</td><td>21822</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Twin City Fire Insurance Co	29459	INSURER B:	Hartford Insurance Company	21822	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: CL1941204652

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			08SBAAC2467	11/14/2018	11/14/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						HRDBB \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			08WECAD1REE	04/10/2019	04/10/2020	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input type="checkbox"/>	N / A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

CERTIFICATE HOLDER

Town of Natick 13 East Central Street Natick MA 01760	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ADDITIONAL COVERAGES

Ref #	Description Non-owned	Coverage Code NOWND	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description EPLI	Coverage Code EPLI	Form No.	Edition Date
Limit 1 10,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description CBRFX	Coverage Code CBRFX	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				



Donna Donovan <ddonovan@natickma.org>

Re:

1 message

Brian Lauzon <lauzon@natickpolice.com>

Fri, May 10, 2019 at 2:58 AM

To: Donna Donovan <ddonovan@natickma.org>

Donna,

I have met with the applicant and discussed her proposal in detail. At this time we would recommend that the BOS approve this request, but as this is a "Restaurant" license to sell beer and wine on premise, we feel food options beyond what the applicant proposed to me (pre-packaged popcorn and pretzels) should be required particularly since the applicant anticipates customers being on site for 3 1/2 hours or more. I did ask the applicant to consider something consistent with what another similar business in Natick Center had offered for food options along with what the Belkin Farm Tap Room does. The building in question is sited at Rt.9 west and Wethersfield Road, so i would anticipate most customers driving not walking or biking. Pulling out onto Rt.9 at this location can be difficult during many hours of the day and night for any driver given the speed and volume of traffic.

Respectfully submitted,

Lt. Brian G. Lauzon

On Thu, May 9, 2019 at 9:35 AM Donna Donovan <ddonovan@natickma.org> wrote:

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

BRØKK + EITRI

Please inform your server of any allergies prior to ordering.

On the Sweet Side

Famous Amos Bite-Size Chocolate Chip Cookies

Lorna Doone Shortbread Cookies

Fig Newtons

Oreo Thins

Kind Healthy Grains Dark Chocolate Chunk (GF)

Enjoy Life Soft Baked Mini Cookies –

- Snickerdoodle (GF)
- Double Chocolate Brownie (GF)

On the Salty Side

Cheez-Its

Snyder's of Hanover Mini Pretzels

Skinny Pop Popcorn (GF)

Terra Original Sea Salt Vegetable Chips (GF)

Snyder's of Hanover Pretzel Sticks (GF)

A Bit More

Hummus, Carrots and Pita Plate

Cheese, Salami and Crackers Plate

ITEM TITLE: Public Hearing-Smashburger: Application for S. 12 Wine and Malt License
ITEM SUMMARY: Public hearing was opened 5/28/19; Continue to 6/24/19 Selectmen's Meeting

ATTACHMENTS:

Description	Upload Date	Type
Hearing Notice	5/23/2019	Cover Memo

TOWN OF NATICK

PUBLIC HEARING NOTICE

In accordance with Chapter 138 of the Massachusetts General Laws, as amended, notice is hereby given that The Board of Selectmen will hold and conduct a public hearing on Tuesday, May 28, 2019 at 7:00 p.m. in the Edward H. Dlott Meeting Room of Natick Town Hall, 13 East Central Street, upon the application of a S12 Restaurant Wine and Malt license for Smashburger Acquisition – Boston LLC d/b/a Smashburger #1707 (Frances Santos, Manager) located at 1298 Worcester Street. The premises consist of 2,345 s.f. on one floor with one entrance and one exit. Seating capacity is 61 and total occupancy is 121.

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

Jonathan Freedman, Clerk

ITEM TITLE: Approve the Distribution of Boston Marathon Funds

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
BAA Notice of Contribution Amount	6/7/2019	Cover Memo
BAA Notice of Payment	6/7/2019	Cover Memo
Rec & Parks Financial Request from BAA Funds-K. Partanen	6/5/2019	Cover Memo
Memo from M. Malone	6/10/2019	Cover Memo



Boston Athletic Association

185 DARTMOUTH STREET, 6th FLOOR, BOSTON, MASSACHUSETTS 02116
617.236.1652 www.baa.org

August 22, 2018

Mr. Richard Jennett Jr., Chair
Board of Selectmen
Town of Natick
13 East Central Street
Natick, MA 01760

COPY

Dear Mr. Jennett:

Planning is well underway for the 123rd Boston Marathon on Monday, April 15, 2019. This year's race promises to be a particularly exciting local, national and international sporting event as 30,000 athletes and many thousands more friends and family from around the world will join us for all the festivities on Patriots' Day Weekend.

The Boston Athletic Association, through the generous support of our principal sponsor, John Hancock Financial Services, will continue to underwrite the significant expenses of logistical course support to the Marathon communities, through planning and cooperation with the Massachusetts Executive Office of Public Safety and other federal, state, and local public safety agencies.


Additionally, we are especially pleased to inform you that in 2019 we are able to increase our level of support, and contribution to the Town of Natick to the amount of \$64,900. As agreed in past discussions, it is in the best interest of each community to determine the use and distribution of the B.A.A. contributions. However, it is our continued hope that available funds will be allocated to local youth and community programs whenever possible.

Further, in order to assist with your future planning and to further demonstrate our commitment to you, we are also very happy to inform you that we will commit additional funds in 2020, 2021, and 2022 in the amounts of \$66,500, \$71,500, and \$71,500 respectively. The B.A.A. will celebrate the 125th running of the Boston Marathon in 2021, and as such the contribution will increase accordingly. The B.A.A. is both pleased and proud to commit such an unprecedented and noteworthy level of support to the Town of Natick, totaling \$274,400 over the next four years.

We anticipate funds will be sent on or around March 1st 2019, similar to past years.

On behalf of all of us at the Boston Athletic Association, thank you again for your support and commitment to the Boston Marathon. We look forward to working with you and to our continued mutual success.

Sincerely,


Thomas S. Grilk
Chief Executive Officer


Jack Fleming
Chief Operating Officer

CC: Mr. William Chenard, Acting Town Administrator



Boston Athletic Association

185 DARTMOUTH STREET, 6th FLOOR, BOSTON, MASSACHUSETTS 02116
617.236.1652 www.baa.org

March 7, 2019

Mr. Richard Jennett Jr., Chair
Board of Selectmen
Town of Natick
13 East Central Street
Natick, MA 01760

Dear Mr. Jennett:

In furtherance of a letter sent on August 22, 2018, enclosed is a check in the amount of \$64,900 representing the Boston Athletic Association's (B.A.A.) contribution to the Town of Natick. These funds are in support of your efforts relative to the upcoming 123rd Boston Marathon to be held on Monday, April 15th.

Additionally, the Boston Athletic Association, through the support of our principal sponsor, John Hancock, continues to underwrite many of the significant expenses of logistical course support to the Marathon communities through planning and cooperation with the Massachusetts Executive office of Public Safety, and other federal, state, and local public safety agencies.

Once again, on behalf of the Boston Athletic Association, we thank you for your valued support and commitment to the B.A.A. and Boston Marathon and wish you every success on Patriots' Day weekend.

Sincerely,

Thomas S. Grilk
Chief Executive Officer

Jack Fleming
Chief Operating Officer

Encl: a/s

CC: Mr. William Chenard, Acting Town Administrator



Natick Community Services

People Driven. Service Focused.

Jemma Lambert
Community Services
Director

Karen Partanen
Recreation & Parks
Director

To: Melissa Malone, Town Administrator
Cc: Jemma Lambert, Community Services Director
From: Karen Partanen, Recreation & Parks Director
Re: 2019 BAA Financial Request
Date: April 2, 2019

In cooperation with the Recreation and Parks Commission, we request \$21,536 from the BAA fund for the following Teen Center enhancements.

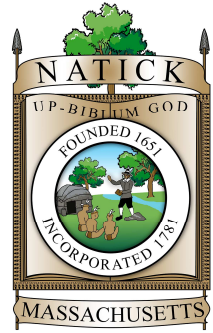
- \$13,874 – Commercial grade arcade basketball and pinball games
- \$4,130 – Lawn, individual, multi player and video games for the Natick teenagers to enjoy. (ping pong, corn hole, giant connect 4, video consoles/controllers and other gaming equipment)
- \$920 – Chromebooks to be used for homework and research.
- \$2,612 – Furniture for the teenagers to relax and hangout with their friends after school (couch, beanbags, tables and bookshelf)

The Mission of the Teen Center is to provide Natick Middle and High School students a safe, monitored space after school; to provide free or low cost programs in a variety of topics and interests; and a chance to explore new and exciting opportunities within the community.

Since its opening in 2017, the teen center enrollment has spiked from an average of 5 teenagers a day to approximately 25 a day and up to 40 on early release days. Enhancing the space they congregate and giving them more choices of entertainment will entice them to ask their friends to join them and will keep them coming back day after day.

Thank you for your consideration and should you have any questions, please do not hesitate to be in touch.

Town of Natick
Massachusetts 01760
Home of Champions



Michael J. Hickey, Jr., Chair
Susan G. Salamoff, Vice Chair
Jonathan H. Freedman, Clerk
Karen Adelman-Foster
Richard P. Jennett, Jr.

To: Board of Selectmen

From: Melissa A. Malone, Town Administrator

Date: 6/5/19

Re: Distribution of 2019 BAA Funds

We are requesting that the Board authorize the distribution of the 2019 BAA funds as follows:

Fire Department Expenses	\$ 8,135.51
DPW Expenses	\$ 23,224.42
Police Department Expenses	\$ 18,766.54
Recreation Department Funding (see Attached)	\$ 21,536.00
Total Expenses	\$ 71,662.47

BAA Marathon Special Revenue Fund Beginning Balance	\$ 147,768.79
FY2019 Expenditures	\$ 71,662.47
Remaining Balance	\$ 76,106.32

ITEM TITLE: Approve Request to Occupy the Public Way: Natick Center Cultural District Annual ArtWalk on 7/18/19

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	6/7/2019	Cover Memo
Police Recommendation for Approval	6/7/2019	Cover Memo



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

May 7, 2019

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

RE: ArtWalk street closures (Washington St., Court St. & Adams St.)

Dear Natick Board of Selectmen,

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

On July 18th from 5 to 8:30 pm the annual ArtWalk will take place throughout Natick Center. We are requesting your permission to close Washington Street between South Ave and Court St. for music and food activities, including the placing of tables for people to eat at. Also, we would like to request the closure of Adams Street from 5 to 8:30 pm for the ArtWalk event as well as request permission to have musicians throughout the event, including on Washington Street, and Adams Street. With current construction on Adams and Court St., we will work with Lt. Lauzon to monitor the situation on these streets before ArtWalk to see how the current projects might impact the event and to create a safe area for all participants.

Chief Lentini has been consulted and has given his approval of the event if all buildings are accessible in case of an emergency.

Thank you for your consideration.

Sincerely,

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



Patricia O'Neil <poneil@natickma.org>

ArtWalk Street Closure Letter

3 messages

Athena <info.natickcenter@gmail.com>
To: Patricia O'Neil <poneil@natickma.org>

Tue, May 7, 2019 at 9:09 AM

Hi Trish,

I hope you're well and get to enjoy some sun today!

Attached is the letter for the closure of Washington, Court and Adams for Artwalk. I have talked with Lauzon and will work with him to see if Adams will be possible at that time and the letter states that as well. It depends on what's going on at the time. I'll work with him to make sure it's safe and if not we will rearrange. I thought it would be best to ask in case it's usable at that time.

Feel free to email me or call with any questions.

Thanks so much Trish,

Athena

Athena Pandolf
Executive Director
Natick Center Cultural District
ph: (508) 650-8848
www.NatickCenter.org

 **ArtWalk Letter Street Closings 2019.docx**
120K

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

Wed, May 8, 2019 at 9:39 AM

Hi Brian. Can I get a recommendation from you?

[Quoted text hidden]

--

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

 **ArtWalk Letter Street Closings 2019.docx**
120K

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

Wed, May 8, 2019 at 9:50 AM

Trish,

As in past years we are actively working with the Natick Center Associates in the planning of this event and would recommend approval by the BOS. This years communication will need to be constant as there are, like Athena mentioned, so many projects scheduled for that area.

Respectfully submitted,

Lt. Brian G. Lauzon

[Quoted text hidden]

ITEM TITLE: Approve Parade Permit: Family Promise MetroWest 2020 Walk to End Homelessness - 4/4/2020

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	6/7/2019	Cover Memo
Police Recommendation for Approval	6/7/2019	Cover Memo



May 24, 2019

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

Dear Selectman,

On behalf of Family Promise Metrowest, I am requesting permission to have our 2020 Walk to End Homelessness on April 4, 2020

We have submitted an application with the Natick High School today to reserve the building. They can not approve it until the close of the 2019 school year.

The schedule for the morning would be the following at the High School.

- 6:30 am set up
- 8:00am Registration opens
- The Walk would begin at 8:45am
- 10:00am wrap up on The Community-Senior Center
- 11:00am -noon Clean up.

The High School was a wonderful location to host the Walkathon pre and post event activities. The parking, the traffic flow, the walk route and the staff at the high school were fantastic to work with.

I will coordinate with Lt. Lauzon with the walk route

Please let me know if there is anything I need to do. My cell phone number is 781-864-7433.

With much appreciation,

Carole A. Brodrick

Carole A. Brodrick

Development Director



Patricia O'Neil <poneil@natickma.org>

Fwd: Request for permission to have our 2020 Walk to end

6 messages

Donna Donovan <ddonovan@natickma.org>
To: Patricia O'Neil <poneil@natickma.org>

Fri, May 24, 2019 at 9:18 AM

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

----- Forwarded message -----

From: **Carole FPM** <carole@familypromisemetrowest.org>
Date: Fri, May 24, 2019 at 9:16 AM
Subject: Request for permission to have our 2020 Walk to end
To: Donna Donovan <ddonovan@natickma.org>

Donna,

Here is our annual request to hold our Walk to End Homelessness. Please let me know if you need anything else from me.

Best,

Carole

Carole A. Brodrick

Development Director

Family Promise Metrowest

781-864-7433

www.familypromisemetrowest.org

2 attachments



Request for space.pdf
507K



Letter to Selectman.docx
104K

Carole FPM <carole@familypromisemetrowest.org>
To: Patricia O'Neil <poneil@natickma.org>

Tue, May 28, 2019 at 10:57 AM

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

Tue, May 28, 2019 at 11:57 AM

Trish,

After review, and consistent with past years, we would recommend that the BOS approve this request. We will continue to work with the organizers so as to provide for a safe and efficient event. We would request, as part of the Permit, one police detail officer be requested at the crosswalk on Rt.27 (South Main Street) near Common Street.

Respectfully submitted,

Lt. Brian G. Lauzon
[Quoted text hidden]

ITEM TITLE: Approve Banner Request - 20th Annual Flutie 5k, Doug Flutie, Jr. Foundation for Autism

ITEM SUMMARY:

ATTACHMENTS:

Description

Request: 9/9/19-9/15/19

Upload Date

6/7/2019

Type

Cover Memo



May 22, 2019

Mr. Michael Hickey Jr., Chairman
Natick Board of Selectman
13 East Central Street
Natick, MA 01760

Dear Mr. Hickey,

I am reaching to you and The Board or Selectman to request permission to hang a banner in Natick Center that will be announcing the 20th Annual Flutie 5K to be held on Sunday, September 29, 2019 at 11:20 am.

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

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

- Monday, September 9th - Monday, September 16th
- Monday, September 16th - Monday, September 22nd

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

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

Sincerely,

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

ITEM TITLE: Approve Application for Change in Hours: Barleycorn's
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Application	6/6/2019	Cover Memo
Police Recommendation	6/6/2019	Cover Memo
Current License	6/7/2019	Cover Memo

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.**

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: NO FEE

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

FB-LIC-000219

LICENSEE NAME:

New BCB LLC

ADDRESS:

37 Jackson Road

CITY/TOWN:

Wellesley

STATE MA

ZIP CODE

02481

TRANSACTION TYPE (Please check all relevant transactions):

☒ Change of Hours

☐ Change of DBA

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

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396**

NEW BCB LLC

**Consent of
Managers and Members**

May 25, 2019

Pursuant to the provisions of the Massachusetts Limited Liability Company Act, Chapter 156C and the Company's Operating Agreement, the undersigned, the managers and members of New BCB LLC (the "Company"), do hereby agree and decide that the actions hereunder recorded may be taken by the Company:

DECIDED: To change the operating hours and the hours during which alcoholic beverages may be sold:

Monday-Friday	12:00 p.m. – 10:00 pm
Saturday	9:00 a.m. – 10:00 p.m.
Sunday	10:00 a.m. – 6:00 p.m.

DECIDED: That Tom Wilber, a manager of the Company, be and he hereby is, authorized, empowered, and directed to execute and deliver all such agreements, certifications, instruments, and other documents and to take such other actions required by, contemplated by, related to or determined by him to be necessary or appropriate to carry out the purpose of the foregoing decision; and that the execution and delivery of any such agreement, certificate, instrument, or other document, and that the taking of any such other action, by him, shall be conclusive evidence that the same was authorized and decided hereby and the taking of any such actions prior to the date of these decisions is hereby ratified and confirmed.

The undersigned further directs that this Decision shall take effect immediately as of the date first above written and shall be filed in the Minute Book of the Company.

[SIGNATURE PAGE FOLLOWS]

MANAGERS:



TOM WILBER




FRED A. KELLY, JR.

MEMBERS:



TOM WILBER



FRED A. KELLY, JR.



Donna Donovan <ddonovan@natickma.org>

Re: Barleycorns

1 message

Brian Lauzon <lauzon@natickpolice.com>

Sat, Jun 1, 2019 at 2:50 AM

To: Donna Donovan <ddonovan@natickma.org>

Donna,

After review we would recommend that the BOS, acting as the Licensing Authority for the Town of Natick, amend the hours of Barleycorns if they are so inclined. A check of hour records show no incidents to report.

Respectfully submitted,

Lt. Brian G. Lauzon

On Thu, May 30, 2019 at 9:56 AM Donna Donovan <ddonovan@natickma.org> wrote:

Hi Brian,

Attached is an application for a change in hours for Barleycorns. Current approved hours are as follows:

Monday - closed

Tuesday - 4:00 pm - 8:00 pm

Wed - Fri - 12:00 pm - 8:00 pm

Saturday - 9:00 am - 5:00 pm

Sunday - 10:00 am - 5:00 pm.

Thank you.

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

THE LICENSING BOARD OF
THE TOWN OF NATICK, MASSACHUSETTS
Hereby grants a

2019 FARMERS SERIES POURING PERMIT
(Farmer-Brewery)

To Expose, Keep for Sale, and Sell
Malt Beverages
To Be Drunk On The Premises

To: New BCB, LLC d/b/a Barleycorn's Craft Brew
Manager of Record: Thomas Wilber

On the following described premises

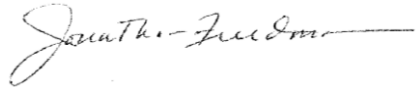
21 Summer Street:

**2000 SQUARE FEET, FIVE ROOMS, TWO ENTRANCES, TWO EXITS. PROPOSED SEATING CAPACITY: 20.
PROPOSED OCCUPANCY: 50.**

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31, 2019 unless sooner suspended, cancelled or revoked.

The hours during which alcoholic beverages may be sold are from 4-8 PM Tuesday, 12-8 PM Wednesday-Friday, 9 AM-5 PM Saturday, and 10 AM-5 PM Sunday.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this 30th day of November, 2018.



Electronically Signed by
Board of Selectmen, Licensing Authority

License No: 2019:04168-BP-0768
Fee: \$500

ITEM TITLE: Reappoint Laura Duncan as the Banking Representative to the Affordable Housing Trust and Community Development Advisory Committee

ITEM SUMMARY:


ATTACHMENTS:

Description	Upload Date	Type
AHTF & CDAC Packet	6/7/2019	Cover Memo




AFFORDABLE HOUSING TRUST FUND BOARD


BOARD DETAILS




OVERVIEW



SIZE 9 Seats



TERM LENGTH 24 Months



TERM LIMIT

The Natick Affordable Housing Trust was formed in February, 2008 through Town Meeting under Massachusetts General Law Chapter 44, Section 55C. The Trust adopted the following mission: To provide for the creation and preservation of affordable housing in the Town of Natick for the benefit of low and moderate income individuals and families



DETAILS

ENACTING RESOLUTION

ENACTING RESOLUTION
WEBSITE



AFFORDABLE HOUSING TRUST FUND BOARD

BOARD ROSTER



JAY BALL

6th Term Mar 03, 2008 - Jun 30, 2020

Appointing Authority Board of Selectmen
Position Member-at-large



GREG BAZAZ

1st Term Jan 07, 2019 - Jun 30, 2019

Appointing Authority Board of Selectmen
Position Member-at-large



LAURA DUNCAN

3rd Term Jul 01, 2012 - Jun 30, 2018

Appointing Authority Board of Selectmen
Position Banking Representative



HELEN L JOHNSON

1st Term May 01, 2018 - Jun 30, 2020

Appointing Authority Board of Selectmen
Position Real Estate Representative



RANDY JOHNSON

4th Term Mar 03, 2008 - Jun 30, 2018

Appointing Authority Board of Selectmen
Position Construction Representative/Chair



GLENN KRAMER

1st Term Oct 30, 2017 - Jun 30, 2019

Appointing Authority Board of Selectmen
Position Attorney Representative



GANESH RAMACHANDRAN

2nd Term Jul 01, 2017 - Jun 30, 2019

Appointing Authority Board of Selectmen
Position Vice Chair



SUSAN G. SALAMOFF

3rd Term Jul 01, 2018 - Jun 30, 2019

Appointing Authority Board of Selectmen
Position Board of Selectmen Representative



PATRICIA SCIARRA

1st Term Apr 02, 2018 - Jun 30, 2020

Appointing Authority Board of Selectmen
Position Planning Board Representative/Clerk



ALYSSA SPRINGER

1st Term May 29, 2018 - Jun 30, 2020

Appointing Authority Board of Selectmen
Position Member-at-large



COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

BOARD DETAILS



OVERVIEW



SIZE 7 Seats



TERM LENGTH 36 Months



TERM LIMIT

The Community Development Advisory Committee (CDAC) is charged with serving as the Town's Fair Housing Committee and acting as an advisory board and resource in carrying out the major goals identified in the Town's Housing Plan and the Consolidated Plan, participating in the development of housing and community programs, and providing input and guidance for any plans under consideration for the future. The composition of the committee shall consist of:

- One member of the Board of Selectmen
- One member of the Planning Board or their designee
- A citizen in Natick actively engaged in the banking industry or a representative of a bank located in Natick
- A citizen representing low and moderate income neighborhood
- A citizen in the real estate business/residential home building business
- One Citizen-at-large
- A youth representative

ENACTING RESOLUTION



DETAILS

**ENACTING RESOLUTION
WEBSITE**



Town of Natick

COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

BOARD ROSTER



LAURA DUNCAN

1st Term Jul 01, 2013 - Jun 30, 2016

Appointing Authority Board of Selectmen

Position Banking Representative



GANESH RAMACHANDRAN

1st Term Oct 26, 2015 - Jun 30, 2018

Appointing Authority Board of Selectmen

Position Real Estate/Home Building Rep



SUSAN G. SALAMOFF

2nd Term Jul 01, 2017 - Jun 30, 2018

Appointing Authority Board of Selectmen

Position Board of Selectmen Representative/Vice-Chair



PATRICIA SCIARRA

1st Term Apr 02, 2018 - Jun 30, 2021

Position Planning Board Representative



ALYSSA SPRINGER

1st Term May 01, 2017 - Jun 30, 2019

Appointing Authority Board of Selectmen

Position Member-at-large/Chair



VACANCY



VACANCY

Profile

Laura

First Name

Duncan

Last Name

lduncan@middlesexbank.com

Email Address

6 Beaconsfield Drive

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What district do you live in? *☒ Precinct 4

Home: (508) 654-1277

Primary Phone

Home: (508) 654-1277

Alternate Phone

Middlesex Savings Bank

Employer

Residential Lender, VP

Job Title

Which Boards would you like to apply for?

Affordable Housing Trust Fund Board: Submitted

Community Development 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:

Affordable Housing Trust Fund 6/1/2012 Community Development Advisory Committee 6/1/2013

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 been involved with both entities for 6 plus years and have a vested interest in the mission.

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 been a residential lender with Middlesex Savings Bank for 23 years with extensive experience in affordable housing financing.

Please list any professional affiliations.

Board of Directors - Habitat for Humanity Metrowest / Greater Worcester Facilitator for SMOC home buyer counseling

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

Sailing, biking and gardening.

[Upload a Resume](#)

ITEM TITLE: Weekly Warrant Review: 5/28/19, 6/1/19
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
5/28/19 and 6/1/19	6/7/2019	Cover Memo



Office of the Comptroller

Town of Natick
Massachusetts 01760

Date: May 24, 2019

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 May 24, 2019

Warrant Type	Warrant Number	Check date	Amount
Payroll	2019-49P	5/28/2019	\$1,377,917.95
Accounts Payable	2019-49R	5/28/2019	17,280.92
Accounts payable	2019-49T	05/28/2019	135,832.34
Accounts payable	201949NC	05/28/2019	579,797.52
Accounts payable	201950VB	06/01/2019	3,007.22

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: Correspondence 6/10/19

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Correspondence 6/10/19	6/7/2019	Cover Memo

22 a DAY
SUICIDE EDUCATION AWARENESS
PANEL

HOSTED BY Natick Elks Lodge
95 Speen Street, Natick, MA 01760

JUNE 20, 2019
6 to 8 PM

Panel Members

Moderators Paul E Carew

VSO Natick, MA

COL William Callahan

Transition Assistance Advisor

Lynn Patton Gold Star Mother

Doc Harold Sock

Veteran Nick Charbonneau VSO City of Marlborough and Sudbury

Others to join us

**Call for information
And to RSVP for a
count for light refresh-
ments**

**Paul Carew
Call: 508-647-6545**

**Nick Charbonneau
508-573-0107**



May 23, 2019

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

Re: Changes to Xfinity Packages with Cinemax

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services.

Accordingly, as of July 17, 2019, customers who subscribe to the Digital Premier Tier, receive Digital Premier Tier as part of their package, or subscribe to most other packages with Cinemax, will receive Hitz, a new service that will include more than 200 movie titles selected from a variety of top studios. As of that date, Cinemax will no longer be available with Digital Premier Tier or those packages. For more information about this change, please visit <http://xfinity.com/hitz>. We are notifying customers who subscribe to these services of this change.

Cinemax will still be available to purchase separately as a Premium channel. Customers who currently subscribe to Cinemax as a separate Premium channel or with our Digital Preferred w/ 1 Premium (Cinemax) service will continue to receive the channel. For those customers, as of July 10, 2019, the following channels will only be located on channels 1822 to 1835, where available: More Max, Action Max, Thriller Max, 5Star Max, MovieMax, OuterMax, and Cinemáx. We are notifying customers who currently subscribe to these channels through bill messages.

Please feel free to contact me at 508-647-1418 if you have any questions.

Very truly yours,

Greg Franks

Greg Franks, Sr. Manager
Government Affairs