



NATICK BOARD OF SELECTMEN
AGENDA
Edward H. Dlott Meeting Room
Monday, July 22, 2019
6:00 PM

Agenda Posted July 18, 2019, at 10:05 a.m. Agenda Revised Following Downtown Fire; Reposted Monday, 7/22/19 at 3:52 PM.

(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. Update Regarding Fire in Downtown Natick

B. Eversource Maintenance Work

3. 7:00 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. 7:10 REQUESTED ACTION

A. Request to Occupy Public Ways to Cordon Off Perimeter of Downtown Fire Site, Including South Main Street, West Central Street, Pond Street, Municipal Parking Lot, and Any Other Area Deemed Necessary

B. Procurement Officer Contracts

a. MWRTA Contract Extension

b. Catch Basin Cleaning

C. Public Hearing: Proposal to Rename Navy Yard Park to Whitney Field at the Navy Yard with Installation of Permanent Sign - Open Public Hearing and Continue to 8/5/19

D. Public Hearing: Square Dedication for Saviano Bros., Cochituate St. and Washington Ave

E. Public Hearing (Continued from 5/28/19): Smashburger: Application for S. 12 Wine and Malt License - Continue to 8/5/19 Selectmen's Meeting

5. 7:30 APPOINTMENTS

A. Confirm the Town Administrator's Appointment of the Collector/Treasurer Debbie Sherman

6. 7:40 DISCUSSION AND DECISION

A. Announce 2019 Fall Town Meeting

7. 7:45 BOARD OF SELECTMEN UPDATES

A. 2019 FATM Warrant/Board Sponsored Articles

- a. Unaccepted Ways
- b. Article 97 Kennedy Middle School Land Dedication
- c. West Natick Fire Station/MassDOT Easement
- d. Storm Water Modification

8. 8:00 SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

A. West Natick Fire Station

B. Kennedy Middle School

9. 8:15 CONSENT AGENDA

A. Accept Donation to the Police Department from Cognex

B. Approve Block Party for Surrey Lane

C. Approve Block Party for Erlandson Road

D. Approve Banner for Riverbend School

E. Reappoint Jeannine Furrer to the Historic District Commission, Term Expires 6/30/22

F. Saviano Bros. Proclamation

G. Approve Meeting Minutes

3/4/19; 3/25/19; 4/1/19; 4/29/19; 5/13/19; 5/28/19; 6/3/19; 6/10/19

H. Release of Executive Session Minutes: April 3, 2019

I. Approve Request to Occupy the Public Way: Natick Center Cultural District Annual ArtWalk on 7/25/19

Postponed from 7/18/19

10. TOWN ADMINISTRATOR NOTES

11. SELECTMEN'S CONCERNS

12. CORRESPONDENCE

A. Attorney General's Determinations re Ron Alexander

ROLL CALL VOTE TO ENTER EXECUTIVE SESSION

13. EXECUTIVE SESSION

This portion of the meeting is not open to the public.

A. Purpose 3: To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public

body

a. Boudreau v. Town of Natick - Civil Service Commission, No.D1-19-144

b. E.L. Harvey

B. Purpose 6: To consider the Purchase, Exchange, Lease or Value of Real Property if the Chair Declares that an Open Meeting may have a Detrimental Effect on the Negotiating Position of the Public Board

C. Approve Executive Session Minutes

3/4/19; 3/18/19; 4/1/19; 5/28/19

14. ADJOURNMENT: The Board of Selectmen will not return to Open Session but will adjourn the meeting at the conclusion of Executive Session

NEXT MEETING DATES: 7/23/19, 8/5/19, 8/19/19, 9/3/19

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

Meeting recorded by Natick Pegasus

ITEM TITLE: Update Regarding Fire in Downtown Natick
ITEM SUMMARY:

ITEM TITLE: Eversource Maintenance Work

ITEM SUMMARY:

ATTACHMENTS:

Description

Announcement

Upload Date

7/18/2019

Type

Cover Memo

July 2019

Dear Neighbor,

As part of our everyday effort to deliver reliable energy to our customers and communities, Eversource will be conducting maintenance work in its right of way (power line corridor) in Framingham, Natick and Sherborn, Mass. in September. This maintenance work includes replacing select wooden transmission structures with steel structures and installing lightening protection on existing structures. Maintaining the infrastructure that supports electric lines is one of the many ways Eversource ensures the safe, secure transmission of electricity throughout the region.

We Are Always Working to Serve You Better

Starting soon, crews working for Eversource will begin replacing select transmission structures on or near your property.

What You Can Expect

Since your property is on or near the Project route, here is important information about how we will work in your neighborhood:

- **Reliable Service:** Be assured that this work will not interrupt electric service to your property.
- **Proper Identification:** All people working on this project carry identification. Eversource contractors will occasionally be in your neighborhood to tell you what to expect with the nearby inspection and maintenance work. They may leave an informational doorhanger at your home or knock on your door to talk to you about the project work. We're letting you know about this outreach in advance so you can be confident that the outreach is being conducted by a legitimate Eversource representative and is not a scam.
- **Where We Will Be Working:** Construction activity will take place within the existing right of way (transmission corridor) near these cross streets in the following towns:
 - Framingham: Cochituate Road, Burr Street, Flutie Pass & Leland Street
 - Natick: Autumn Lane, Mercer Road, West Hill Park, Melody Way & Hartford Street
 - Sherborn: Kendall Ave
- **Communication:** Keeping the lines of communication open is important to us. Our field outreach representatives will be in touch, either in person or with door hanger notices updating you on construction activities.
- **Construction Hours:** The hours for construction are 7:00 a.m. to 5:00 p.m. Monday through Friday. Due to weather or other unexpected circumstances, from time to time the crews may need to work longer hours or work on weekends.
- **Construction Activities:** Project construction will include the following:
 - Construction vehicles on the right of way, including heavy equipment, though we will make every effort to minimize any impact to your property.
 - Site grading, mowing/vegetation removal, and adding gravel to access roads where needed, and setting timber mats in wetland and other applicable areas.
 - The wood structures will be replaced with steel structures of similar height.
 - When the project is completed, crews will restore areas that were disturbed by the work.
 - Installing and replacing hardware on existing structures, including installing lightning protection (see photo at right) on the structures.
- **Project Completion:** We expect these activities including restoration to be completed by November 2019.



Contact Us

Eversource is committed to being a good neighbor and doing our work with respect for you and your property. Again, if you have any questions about this work, please call 1.800.793.2202 or email us at ProjectInfo@eversource.com. Thank you.

Sincerely,

Brian McDevitt

Brian McDevitt
Project Manager – Eversource Energy

Work Area Preparation

Construction vehicles and equipment must be able to access each transmission structure. For these vehicles, we will build or enhance gravel roads to provide access to structure locations. We'll also install level work pads to create a stable work area for equipment, such as drill rigs and cranes.

We use timber mats in or around wetlands to protect these environmentally sensitive areas. Temporary soil erosion and sedimentation controls (for example, silt fences and straw bales) and other environmental controls may be installed near the work areas during construction. We will maintain these controls as needed throughout the construction process. Typically, these environmental controls are removed after construction, though some may remain until the area is restored.



Foundation Drilling

When required, drilling activities usually take place for a few days at each location where structures are being replaced. Depending on soil conditions, the drilling may last longer. The size of the hole will also vary with the size of the new structure and soil conditions. At the end of the work day, any open foundation holes will be safely covered and secured. Once we complete the foundation installation, we will assemble and install the new structures.



New Structure Installations and Modifications to Existing Structures

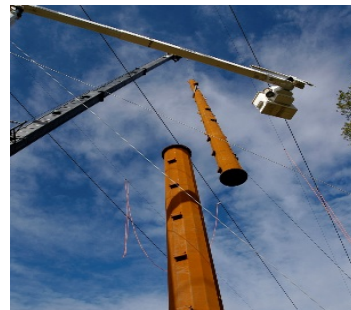
Once the foundations are complete, we'll begin installing the new steel replacement structures. Steel structures often come in sections that are assembled on site. The structure pieces will be delivered to the right of way in advance of this installation process. Cranes and/or bucket trucks are used to lift the structures and set them into position on the foundations.

Where existing structures are being modified, crews will climb the structure or use bucket trucks to make the necessary modifications. Generally, it takes one to three days to assemble and erect each new structure or modify an existing structure.



Preparation Existing Structure Removal

The existing structures being replaced will be taken apart and removed from the site. Where needed, the old concrete foundations will be removed and the hole filled with soil. We will recycle or properly dispose of all material removed from the site.



Photos show typical work areas and are for illustration only.

ITEM TITLE: Request to Occupy Public Ways to Cordon Off Perimeter of Downtown Fire Site,
Including South Main Street, West Central Street, Pond Street, Municipal Parking Lot,
and Any Other Area Deemed Necessary

ITEM SUMMARY:

ITEM TITLE: Procurement Officer Contracts
ITEM SUMMARY: a. MWRTA Contract Extension
b. Catch Basin Cleaning

ATTACHMENTS:

Description	Upload Date	Type
MWRTA Extension	7/17/2019	Cover Memo
Contract	7/17/2019	Cover Memo
Catch Basin Material	7/17/2019	Cover Memo
Certificate of Insurance for Truax	7/18/2019	Cover Memo

July 15, 2019

TO: Bryan LeBlanc, Procurement Officer

FR: Susan Ramsey, Council on Aging Director

RE: MWRTA Contract Extension

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The Council on Aging supports the extension of the contract between the Town of Natick and the Metrowest Regional Transit Authority (MWRTA) for the provision of local transportation services to Natick's seniors and handicapped individuals.

Through the partnership the Town of Natick leases a 10 passenger handicapped accessible vehicle and a smaller 3 – 4 passenger accessible SUV from the MWRTA at no charge in addition to rider scheduling services through the MWRTA's call center. The Council on Aging recruits, trains, schedules and supports the drivers in addition to collecting ridership data. The result of this partnership has been the creation of accessible, affordable door to door transportation services for those in need in our community.

Feedback from riders is frequent and positive. Residents are using the service to attend medical appointments, grocery shop, and to socialize with family and friends in turn allowing them to remain active and living independently.

The Natick Connector service operates 5 days per week (Monday-Friday) transporting seniors and handicapped individuals to appointments throughout Metrowest. At present we are providing 353 trips per month. (an average of 84 per week; 17 per day). This is an 18% increase in trips provided as compared to the same timeframe in FY18. The program is coordinated by 2 part-time staff, 2 paid drivers (3 days/week) and 10 volunteers (2 days).

The Natick Connector is a wonderful example of two agencies collaborating to improve service delivery to Natick residents. We look forward to continuing to respond to the transportation needs of seniors and handicapped individuals residing in Natick.



METROWEST REGIONAL TRANSIT AUTHORITY
Public Transportation System

15 Blandin Avenue, Framingham, MA 01702
Ph. (508) 935 2222 ▪ Fax (508) 935 2225 ▪ www.mwrta.com

June 7, 2019

Michael J. Hickey, Jr., Chair
Natick Board of Selectmen
13 E. Central St.
Natick, MA 01760

Dear Mr. Hickey,

Please find enclosed the 2019-2020 Contract Extension for the elderly and disabled transportation services between the MWRTA and the Town of Natick, provided by the Natick Council on Aging.

Please sign all three (3) copies and return for MWRTA signature. One (1) original copy will be returned for your records once all signatures are obtained.

Please do not hesitate to contact me if there are any questions.

Thank you,

Eva Willens,
Deputy Administrator



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CONTRACT EXTENSION
BY AND BETWEEN
THE TOWN OF NATICK
AND
THE METROWEST REGIONAL TRANSIT AUTHORITY

THIS AGREEMENT is made this 1st day of July 2019 by and between the TOWN OF NATICK, MA, a municipal corporation hereinafter referred to as the "TOWN" and the METROWEST REGIONAL TRANSIT AUTHORITY ("MWRTA"), a body politic and corporate and political subdivision of the Commonwealth of Massachusetts, hereinafter referred to as the "RTA."

The TOWN and the MWRTA agree to extend the contract for elderly and disabled transportation services, between the parties dated December 15, 2014 for one additional year through June 30, 2020.

The terms and conditions of said contract in the amount of \$70,000.00 are hereby ratified and affirmed.

IN WITNESS WHEREOF the parties hereto have caused this extension to be executed by their duly authorized officers on the day and year first written above.

MetroWest Regional Transit Authority
By: _____

Town of NATICK
By: _____

Edward J. Carr, Administrator

Dated: _____

Dated: _____

Approved as to form:

Approved as to form:

General Counsel

Town Counsel

Dated: _____

Dated: _____



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Town of NATICK
By:

Edward J. Carr, Administrator

Dated: _____

Approved as to form:

General Counsel

Dated: _____

Dated: _____

Approved as to form:

Town Counsel

Dated: _____



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By:

Town of NATICK
By:

Edward J. Carr, Administrator

Dated: _____

Approved as to form:

General Counsel

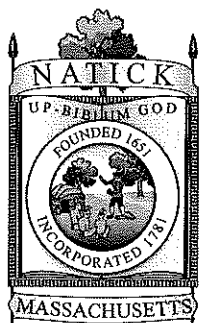
Dated: _____

Dated: _____

Approved as to form:

Town Counsel

Dated: _____



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa A. Malone, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
Jeremy Marsette, Director, Natick Public Works
William McDowell Town Engineer
John DiGiacomo, Assistant Town Engineer

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: July 15, 2019

SUBJECT: CONTRACT AWARD
Catch Basin Cleaning in the Town of Natick - 2019

On July 8, 2019, sealed bids were received in accordance with M.G.L. c. 30, §39M, for the procurement of services for catch basin cleaning in the Town of Natick. Bids were received from one (1) bidder. (See attached.)

The lowest bidder, Truax Corp., is the lowest responsible and eligible bidder. We recommend that the Natick Board of Selectmen award the contract to Truax Corp. for the complete main bid work, as provided for in the Town's Invitation for Bids. The amount of the award will be for \$31,620.00, as provided for in Truax Corp.'s bid. Per Mr. Marsette, the bid was based upon a quantity of 1,000 catch basins to be cleaned. We have reviewed the bids received and have checked the references and qualifications of Truax Corp.

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

Bids Received:	07/08/19
Newspaper Advertisement (<u>Metrowest Daily News</u>):	06/12/19
Website Posting:	06/07/19
Town Hall Posting:	06/07/19
COMMBUYS Posting:	06/07/19
Central Register Posting:	06/19/19

Funding: Natick Public Works Operating Budget - \$31,620.00
Bids Received: See attached.

IFB Opening Form

Date & Time: July 8 2019, 11:00 A.M. EDT

[illegible]

Witness Signature: Melissa [Signature] 7-8-19

**Town of Natick, Massachusetts
Contract for Services Related to
Catch Basin Cleaning in the Town of Natick**

This Contract is made this twenty-second day of July, 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 Truax Corp., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 40 Plain Street, North Attleboro, MA 02760 (mailing address: P.O. Box 2186, Plainville, MA 02762) (hereinafter the "Contractor").

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

1. **Scope of Services**

In consideration of the obligations herein contained, the Contractor shall provide services related to catch basin cleaning, as set forth in the Invitation for Bids for Services Related to Catch Basin Cleaning 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 expeditiously and consistent with professional skill and care 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 of this contract above and shall end one (1) year later. The Contractor understands that all work shall be substantially complete by June 30, 2020.

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

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

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

**Town of Natick, Massachusetts
Contract for Services Related to
Catch Basin Cleaning in the Town of Natick**

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.

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

**Town of Natick, Massachusetts
Contract for Services Related to
Catch Basin Cleaning in the Town of Natick**

6. **Warranty**

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the Town 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.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

**Town of Natick, Massachusetts
Contract for Services Related to
Catch Basin Cleaning in the Town of Natick**

- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town 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 Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- h. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
- 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

**Town of Natick, Massachusetts
Contract for Services Related to
Catch Basin Cleaning in the Town of Natick**

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 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

**Town of Natick, Massachusetts
Contract for Services Related to
Catch Basin Cleaning in the Town of Natick**

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 Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth

**Town of Natick, Massachusetts
Contract for Services Related to
Catch Basin Cleaning in the Town of Natick**

of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

17. Criminal Background Screening

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

18. Delays/*Force Majeure*

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

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event, the Town may terminate this Contract upon written notice to the Contractor.

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

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

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

20. Notices

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

If to the Town: Melissa A. Malone
 Natick Town Administrator
 Natick Town Hall
 13 East Central Street
 Natick, MA 01760

With copies to: Karis L. North, Esq.
 Murphy, Hesse, Toomey & Lehane, LLP

**Town of Natick, Massachusetts
Contract for Services Related to
Catch Basin Cleaning in the Town of Natick**

300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Contractor: Lloyd Truax, President
Truax Corp.
40 Plain Street
North Attleboro, MA 02760
Mailing address: P.O. Box 2186
Plainville, MA 02762.

21. Miscellaneous Provisions

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

**Town of Natick, Massachusetts
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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 Agreement, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Agreement, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the 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,

**Town of Natick, Massachusetts
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ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

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

Truax Corp.

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: _____

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

Karis L. North, Esq.

Dated: _____

**Town of Natick, Massachusetts
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Catch Basin Cleaning 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 here above 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
(6 pages)

The undersigned hereby submits a sealed bid for services related to catch basin cleaning in the Town of Natick.

Printed Name of Bidder:

Truax Corporation

mailing
Address:

P. O. Box 2186

Plainville, MA 02762

The Bidder acknowledges receipt of Addenda Nos. _____, Please list 1,
2, 3, 4, 5, etc. and not 1-5, etc.

The Bidder hereby pledges to deliver the complete scope of services required for the Main Bid Work, for the price shown below:

1. Bid Price Per Catch Basin: \$ 31.62 each x 1,000 basins Total \$ 31,620.00

Total Price in Words FOR MAIN BID WORK PLUS DISPOSAL OFFSITE:

Thirty one thousand six hundred twenty dollars and
zero cents

Total Price in Numbers FOR MAIN BID WORK PLUS DISPOSAL OFFSITE:

\$31,620.00

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.)

Pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above.

The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond and a Labor and Materials Payment Bond,

each with a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount of one hundred percent (100%) of the Contract price, the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

The undersigned certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Bidder agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Bidder.

Authorized Signature

Lloyd M. Truax

Printed Name

Printed Title

President

Date

If a Corporation:
Full Legal Name

Truax Corporation

Officers of Corporation and Addresses

Lloyd M. Truax - 179 Oak St- Foxboro, MA

State of Incorporation

Massachusetts

Principal Place of Business

40 Plain St.

N. Attleboro, MA 02760

Telephone Number

508-316-0979

Qualified in Massachusetts

Yes ☒

No ☐

Principal Place of Business in Massachusetts

same as above

Telephone Number

same

Full Legal Name of Surety Company

Surety Bond Professionals, Inc.

Principal Place of Business of Surety Company

205 Union St. - 2nd Floor
S. Natick, MA 01760

Telephone Number 781-559-0568

Admitted in Massachusetts Yes ☒ No ☐

Place of Business in Massachusetts

same as above

Telephone Number same

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.

Truay Corporation
Name of Bidder

P.O. Box 2186
Address of Bidder

Plainville, MA 02762

508-316-0979
Telephone Number

By: Lloyd M. Truay
(Signature)

Lloyd M. Truay
Printed Name

President
Printed Title

6/27/19
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.

Truay Corporation
Name of Bidder

P.O. Box 2186
Address of Bidder

Plainville, MA 02762

508-316-0979
Telephone Number

By: Lloyd M. Truay
(Signature)

Lloyd M. Truay
Printed Name

President
Printed Title

6.27.19
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.

Truax Corporation
Name of Bidder
P.O. Box 2186
Address of Bidder
Plainville, MA 02762
508-316-0979
Telephone Number
By: Lloyd M. Truax
(Signature)
Lloyd M. Truax
Printed Name
President
Printed Title
6-27-19
Date

Appendix 5
CERTIFICATE OF CORPORATE BIDDER

I, Lloyd M. Truay, certify that I am the President of the Corporation named as Bidder in the attached Bid Form; that Lloyd M. Truay who signed said Bid Form on behalf of the Bidder was then President 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)

Truay Corporation
Name of Bidder

P.O. Box 2186
Address of Bidder

Plainville, MA 02762

508-316-0979
Telephone Number

By: Lloyd M. Truay
(Signature)

Lloyd M. Truay
Printed Name

President
Printed Title

6.27.19
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.

Truax Corporation
Name of Bidder

P.O. Box 2186
Address of Bidder

Plainville, MA 02762
508-316-0979
Telephone Number

By: Lloyd M. Truax
(Signature)

Lloyd M. Truax
Printed Name

President
Printed Title

6.27.19
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).

Truax Corporation
Name of Bidder

P.O. Box 2186
Address of Bidder

Plainville, MA 02762

508-316-0979
Telephone Number

By: Lloyd M. Truax
(Signature)

Lloyd M. Truax
Printed Name

President
Printed Title

6.27.19
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.

Truax Corporation
Name of Bidder

P.O. Box 2186
Address of Bidder

Plainville, MA 02762

508-316-0979
Telephone Number

By: Lloyd M. Truax
(Signature)

Lloyd M. Truax
Printed Name

President
Printed Title

6-27-19
Date

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No.: 354439

KNOW ALL MEN BY THESE PRESENTS, that we Truax Corporation

PO Box 2186, Plainville, MA 02762

as Principal, hereinafter call the Principal, and Merchants Bonding Company (Mutual)

P.O. Box 14498, Des Moines, Iowa 50306-3498

a corporation duly organized under the laws of the State of Iowa

as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Natick

75 West St., Natick, MA 01760

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Amount

Dollars (\$ 5 %),

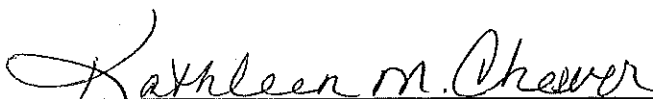
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

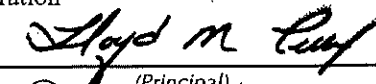
WHEREAS, the Principal has submitted a bid for Catch Basin Cleaning in Town of Natick

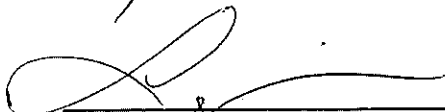
NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials 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.

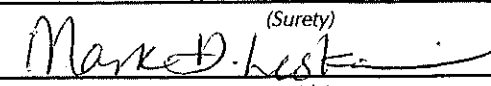
Signed and sealed this 8th day of July 2019 XXX

Truax Corporation


(Witness)


(Principal) (Seal)
President
(Title)


(Witness)

Merchants Bonding Company (Mutual)
(Surety) (Seal)

(Title)
Mark D Leskanic Attorney-in-Fact

Bond #: 354439

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Mark D Leskanic

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

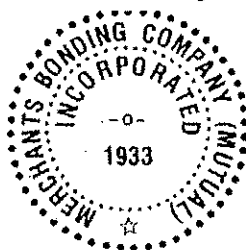
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of July, 2019.



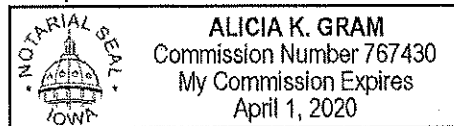
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 8th day of July, 2019, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



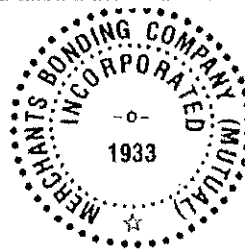
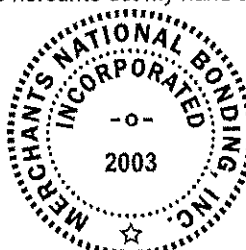
Alicia K. Gram

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of July, 2019.



William Warner Jr.
Secretary



William Francis Galvin
Secretary of the Commonwealth of Massachusetts



Corporations Division

Business Entity Summary

ID Number: 000748741

[Request certificate](#)

[New search](#)

Summary for: TRUAX CORPORATION

The exact name of the Domestic Profit Corporation: TRUAX CORPORATION

Entity type: Domestic Profit Corporation

Identification Number: 000748741

Old ID Number: 000000000

Date of Organization in Massachusetts:
04-06-2001

Last date certain:

Current Fiscal Month/Day: 12/31

Previous Fiscal Month/Day: 12/31

The location of the Principal Office:

Address: 40 PLAIN STREET

City or town, State, Zip code, NORTH ATTLEBORO, MA 02760 USA
Country:

The name and address of the Registered Agent:

Name: LLOYD M. TRUAX

Address: 40 PLAIN STREET

City or town, State, Zip code, NORTH ATTLEBORO, MA 02760 USA
Country:

The Officers and Directors of the Corporation:

Title	Individual Name	Address
PRESIDENT	LLOYD M. TRUAX	40 PLAIN STREET NORTH ATTLEBORO, MA 02760 USA
TREASURER	LLOYD M. TRUAX	40 PLAIN STREET NORTH ATTLEBORO, MA 02760 USA
SECRETARY	LLOYD M. TRUAX	40 PLAIN STREET NORTH ATTLEBORO, MA 02760 USA
DIRECTOR	LLOYD M. TRUAX	40 PLAIN STREET NORTH ATTLEBORO, MA 02760 USA

Business entity stock is publicly traded:

The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CNP	\$ 0.00	200	\$ 0.00	200
CNP	\$ 0.00	200	\$ 0.00	200
CNP	\$ 0.00	200	\$ 0.00	200
CNP	\$ 0.00	200	\$ 0.00	200

<input type="checkbox"/> Consent	<input type="checkbox"/> Confidential Data	<input type="checkbox"/> Merger Allowed	<input type="checkbox"/> Manufacturing
----------------------------------	--	---	--

View filings for this business entity:

ALL FILINGS

Administrative Dissolution

Annual Report

Application For Revival

Articles of Amendment

Articles of Certificate of Incorporation

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)



PO Box 2186
Plainville, MA 02762
T 508.316.0979
F 508.316.0739
truaxcorporation@comcast.net

Truax was established in 1958 by Lloyd Truax Senior as a catch basin cleaning business. In 2001, Lloyd M. Truax, Lloyd's son, acquired and incorporated Truax. Lloyd added to the fleet of clamshell trucks by acquiring several vactor trucks and two CCTV box trucks. Truax is now considered specialists in all functions of sewer, drain and catch basin services. We utilize up to date technology, equipment, and the most qualified service professionals in the industry to provide the quickest and most cost-efficient job possible. We utilize all industry compliant equipment for televised video pipeline inspections. When customers utilize our expert high-velocity flushing services combined with pipeline video inspections programmed by Infrastructure Technologies Software, we guarantee delivery of the best service possible with quick answers and fast resolutions.

Attachments: Equipment List and References



PO Box 2186
Plainville, MA 02762
T 508.316.0979
F 508.316.0739

CATCH BASIN CLEANING REFERENCES

Town of Scituate

Mike Breen

781-545-8741

(Currently in-town cleaning basins with clamshell truck, we also do a lot of vector work for them)

Town of Medway

Bobby McGee

508-533-3275

(Cleaned basins throughout town in June 2019, ongoing contract for jet vac work)

City of Framingham

Brooks

508-532-6040

(Cleaned basins throughout town in June 2019)

Town of Belmont

617-993-2680

Mike Santoro

(Cleaned basins throughout town in May/June 2019)

Town of Putnam, Connecticut

860-963-6813

(Cleaned basins Sept 2018 and prior years, will be cleaning again this Summer 2019)

Equipment List for Truax Corporation

Catch Basin Cleaning

Description of vehicle	VIN number
1995 International 4600 dump truck with orange peel cleaner	1HTSAZRL7RH573485
2003 International 4300 dump truck with orange peel cleaner	1HTMMAAL02H545917
1992 International 4600 dump truck with orange peel cleaner	1HTSAZRL6LH293578
1996 International 4700 dump truck with orange peel cleaner	1HTSCABLXTH302319
2005 International 4700 dump truck with orange peel cleaner	1HTSCABL2VH464139
2007 International 4300 dump truck with orange peel cleaner	1HTMMAAL95H151094
2009 International 4300 dump truck with orange peel cleaner	1HTMMAALH513748

This certifies that

Rodney Elderkin

has attended and successfully completed the course
29 CFR 1910.120: 8 hr HAZWOPER Refresher

*"Environmental, Health and
Safety Services"*

conducted by



P.O. Box 609
West Falmouth, Massachusetts
(978) 857-9552

#0008

Certificate Number

April 3rd, 2019

Date of Course

Pass

Grade

April 3rd, 2020

Expiration Date

Beth Comeau DiPietro
Instructor

Beth Comeau DiPietro
Instructor's Signature

This certifies that
James Guerrini

has attended and successfully completed the course
29 CFR 1910.120: 8 hr HAZWOPER Refresher

*"Environmental, Health and
Safety Services"*

conducted by



*P.O. Box 609
West Falmouth, Massachusetts
(978) 857-9552*

#0009

Certificate Number

April 3rd, 2019

Date of Course

Pass

Grade

April 3rd, 2020

Expiration Date

Beth Comeau DiPietro
Instructor

Beth Comeau DiPietro
Instructor's Signature

This certifies that

Patrick McGowan

has attended and successfully completed the course
29 CFR 1910.120: 8 hr HAZWOPER Refresher

*"Environmental, Health and
Safety Services"*

conducted by



P.O. Box 609
West Falmouth, Massachusetts
(978) 857-9552

#0006

Certificate Number

April 3rd, 2019

Date of Course

Pass

Grade

April 3rd, 2020

Expiration Date

Beth Comeau DiPietro
Instructor

Beth Comeau DiPietro
Instructor's Signature

This certifies that

Michael Mendes

has attended and successfully completed the course

29 CFR 1910.120: 8 hr HAZWOPER Refresher

*"Environmental, Health and
Safety Services"*

conducted by



P.O. Box 609
West Falmouth, Massachusetts
(978) 857-9552

#0005

Certificate Number

April 3rd, 2019

Date of Course

Pass

Grade

April 3rd, 2020

Expiration Date

conducted by

Beth Comeau DiPietro
Instructor

Beth Comeau DiPietro
Instructor's Signature

This certifies that

Dennis Nelson

has attended and successfully completed the course

29 CFR 1910.120: 8 hr HAZWOPER Refresher

*"Environmental, Health and
Safety Services"*

conducted by



P.O. Box 609
West Falmouth, Massachusetts
(978) 857-9552

#0003

Certificate Number

April 3rd, 2019

Date of Course

Pass

Grade

April 3rd, 2020

Expiration Date

Beth Comeau DiPietro

Instructor

Beth Comeau DiPietro

Instructor's Signature

This certifies that
Lloyd Truax

has attended and successfully completed the course
29 CFR 1910.120: 8 hr HAZWOPER Refresher

*"Environmental, Health and
Safety Services"*

conducted by



P.O. Box 609
West Falmouth, Massachusetts
(978) 857-9552

#0002

Certificate Number

April 3rd, 2019

Date of Course

Pass

Grade

April 3rd, 2020

Expiration Date

Beth Comeau DiPietro
Instructor

Beth Comeau DiPietro
Instructor's Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/11/2019

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 Charles River Insurance Brokerage, Inc. 5 Whittier St., 4th Floor Framingham MA 01701		CONTACT NAME: Arlene C Pucillo PHONE (A/C, No, Ext): (508) 656-1400 FAX (A/C, No): (508) 656-1499 E-MAIL ADDRESS:	
INSURED Truax Corporation PO Box 2186 Plainville MA 02762		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Compan 24082 INSURER B: Ohio Casualty Insurance Compan 24074 INSURER C: Evanston INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Cert ID 2970

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS56962837	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Terrorism Coverage \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS56962837	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) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000			USO56962837	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) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	XWO56962837	01/01/2019	01/01/2020	<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
C	Contractors Pollution			15CPIONE60466	07/16/2018	07/16/2019	Occurrence \$ 1,000,000 Aggregate \$ 3,000,000

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

CERTIFICATE HOLDER

Town of Natick
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

Thomas J. Pucillo

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7/10/2019

Town of Natick Mail - Bid Documents - Catch Basin Cleaning



Bryan Leblanc <bleblanc@natickma.org>

Bid Documents - Catch Basin Cleaning

Kathy Cheever <kathy@truaxcorporation.com>
To: Bryan Leblanc <bleblanc@natickma.org>

Wed, Jul 10, 2019 at 4:17 PM

Hello Bryan,

There have been no name changes and there are no lawsuits pending against Truax.

I will provide those cards when needed.

[Quoted text hidden]

**Town of Natick
Natick, Massachusetts**

INVITATION FOR BIDS

FOR

SERVICES RELATED TO CATCH BASIN CLEANING IN THE TOWN OF NATICK

June 19, 2019

BIDS DUE:

July 8, 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 services related to catch basin cleaning 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 8:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:30 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on June 19, 2019. Please contact bleblanc@natickma.org to receive a copy of the IFB electronically. Sealed Bids will be received until **11:00 A.M. local time, July 8, 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 aloud. The clock at the Natick Department of Public Works Office shall be considered official. No late bids will be accepted. No faxed bids will be accepted. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of bids shall be extended until 11:00 A.M. local time the next business day that the Procurement Office is open. All Bids shall comply with the IFB issued by the Town of Natick, including, without limitation, Section 1, Instructions to Bidders, and Bid Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Town. Any Bid submitted will be binding for thirty (30) days subsequent to the time of bid opening. Award is subject to appropriation/award of the Natick Board of Selectmen.

Section 1. Instructions to Bidders and Bid Submission Requirements

In accordance with the provisions of Chapter 30, Section 39M of the Massachusetts General Laws (M.G.L. c. 30, §39M), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of sealed bids for services related to catch basin cleaning 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, between 8:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:30 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on June 19, 2019. Please contact bleblanc@natickma.org to receive a copy of the IFB electronically.

No formal Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time) on June 26, 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 Services Related to Catch Basin Cleaning in the Town of Natick - 2019" shall be received by **11:00 A.M. local time, July 8, 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 at the Natick Department of Public Works Office shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of bids shall be extended until 11:00 local time the next business day that the Procurement Office is open.

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 SERVICES RELATED TO CATCH BASIN CLEANING IN THE TOWN OF NATICK - 2019". No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

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

Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended, apply to this work. It is the responsibility of the Bidder, before Bid submission, to request, if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under any such Contract awarded.

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

Section 2. Pre-Bid Conference/Questions

No formal Pre-Bid Conference will be held.

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

Procurement Officer
c/o Natick Public Works Building
75 West Street
Natick, MA 01760

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time) on June 26, 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.

Section 3. Background & Specifications

A. Description of Work

1. The Work to be performed under any Contract with the Town ("the Work") shall consist of the following:

A. **Main Bid Work:** Furnishing all labor, materials and equipment required to clean approximately 1,000 catch basins on Town of Natick Roadways, as well as at all Town and School Department owned properties noted on the attached Catch Basin Cleaning Map, and to dispose of the materials in accordance with the documents and specifications attached at a location offsite of the successful bidders choosing (in accordance with all appropriate local, state and federal rules and regulations).

B. **Timeframe of Work:** Work on this contract shall commence no later than thirty (30) days following the final execution of any Contract awarded pursuant to this IFB, and shall be completed by June 30, 2020.

C. **Hours of Work:** All work shall be performed between the hours of 7:00 AM and 4:00 PM from Monday through Friday, unless otherwise approved by the Director of Public Works.

D. **Recordkeeping:** The contractor shall electronically gather data for each catch basin cleaned, to include at a minimum the basin id, location, depth full (prior to cleaning), depth after cleaning, general notes on basin condition, etc. This information shall be provided electronically the Town as requested. Each week, the Contractor shall keep and submit a daily log to the Highway Supervisor, indicating the number and locations of all structures cleaned. All locations

where there is obvious evidence that residues have been contaminated by a spill or some other means shall not be cleaned by the Contractor. However, these locations shall be reported to the Highway Supervisor on the weekly log.

- E. **No Free Liquid:** The Contractor shall be responsible for all work necessary to meet DEP regulations including the "No free liquids" requirement in accordance to 310 CMR 19.130(7), if applicable.
- F. **Cleaning:** Each catch basin shall be cleaned to within four inches of the bottom.
- G. **Inspection:** The Contractor's work shall be completed to the satisfaction of the Director of Public Works or designated person.
- H. **Safety:** The Contractor shall provide and utilize warning signs, barriers, lights and flags as necessary. The Town shall not provide any police detail for this work.
- I. **Cancellation of Work Due to Inclement Weather:** The Contractor shall notify the Director of Public Works (or his designee) at 1-508-647-6550 prior to 7:30 AM on days when work is cancelled due to inclement weather.
- J. **Marking of Cleaned Structures:** Contractor shall paint a green dot in the center of the catch basin to indicate that the structure was cleaned.

The Town intends to award a contract for a one (1)-year term. All work shall be completed by June 30, 2020.

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 Services Related to Catch Basin Cleaning in the Town of Natick" shall be received by **11:00 A.M. local time, July 8, 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 at the Natick Department of Public Works Office shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of bids shall be extended until 11:00 A.M. local time the next business day that the Procurement Office is open.

Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids.

As soon as is reasonably possible after the deadline for Bid submission, Bids will be opened in accordance with M.G.L. 30, §39M. **Bids received after that date and time will be rejected.**

Section 6. Selection Process and Award

Bids submitted to the Town prior to the deadline will be reviewed by the Procurement Officer to determine compliance with the foregoing Bid Submission Requirements and this IFB.

Pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above.

The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The term "lowest responsible and eligible Bidder" shall mean the Bidder: "(1) whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of Section 8B of Chapter 29 (of the Massachusetts General Laws (M.G.L.)) apply, shall have been determined to be qualified thereunder; and (5) who obtains within ten (10) days of the notification of Contract award the security by bond required under Section 29 of Chapter 149 (of the Massachusetts General Laws (M.G.L.)); provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority; provided further, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable". M.G.L. c.30, §39M.

Nothing in this IFB will compel the Town to award a Contract. The Town may cancel this IFB, may waive, to the extent allowed by law, any informalities, and may reject any and all Bids, if the Town, in its sole discretion, determines said action to be in the best interest of the Town of Natick. The Town may reject as non-responsive any Bid that fails to satisfy any of the Bid Submission Requirements.)

No person or firm debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency shall be awarded a Contract.

The Successful Bidder shall provide certification of insurance coverage and shall be required to indemnify and hold the Town harmless (see below for more information).

Within ten (10) business days after notification of award of a Contract by the Town, the Successful Bidder shall furnish to the Town a Performance Bond in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town.

Within ten (10) business days after notification of award of Contract by the Town, the Successful Bidder shall furnish to the Town a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town.

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

The Successful Bidder who enters into a Contract with the Town shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.

The Town may terminate any such Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend any such Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

Section 7. Compliance with Laws

The Successful Bidder shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his 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
(6 pages)

The undersigned hereby submits a sealed bid for services related to catch basin cleaning in the Town of Natick.

Printed Name of Bidder:

Address: _____

The Bidder acknowledges receipt of Addenda Nos. _____. Please list 1, 2, 3, 4, 5, etc. and not 1-5, etc.

The Bidder hereby pledges to deliver the complete scope of services required for the Main Bid Work, for the price shown below:

1. Bid Price Per Catch Basin: \$_____ each x 1,000 basins Total \$ _____

Total Price in Words FOR MAIN BID WORK PLUS DISPOSAL OFFSITE:

Total Price in Numbers FOR MAIN BID WORK PLUS DISPOSAL OFFSITE:

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.)

Pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above.

The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond and a Labor and Materials Payment Bond,

each with a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount of one hundred percent (100%) of the Contract price, the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

The undersigned certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Bidder agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Bidder.

Authorized Signature

Printed Name

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: IFB/Catch Basin Cleaning at Various Locations in Natick
Job Location: Various Locations, Natick, MA 01760

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Rental of Equipment - East						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2019	\$34.25	\$11.91	\$0.00	\$0.00	\$46.16
	08/01/2019	\$34.25	\$12.41	\$0.00	\$0.00	\$46.66
	12/01/2019	\$34.25	\$12.41	\$0.00	\$0.00	\$46.66
	06/01/2020	\$35.15	\$12.41	\$0.00	\$0.00	\$47.56
	08/01/2020	\$35.15	\$12.91	\$0.00	\$0.00	\$48.06
	12/01/2020	\$35.15	\$12.91	\$0.00	\$0.00	\$48.06
	06/01/2021	\$35.95	\$12.91	\$0.00	\$0.00	\$48.86
	08/01/2021	\$35.95	\$13.41	\$0.00	\$0.00	\$49.36
	12/01/2021	\$35.95	\$13.41	\$0.00	\$0.00	\$49.36
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2019	\$34.32	\$11.91	\$0.00	\$0.00	\$46.23
	08/01/2019	\$34.32	\$12.41	\$0.00	\$0.00	\$46.73
	12/01/2019	\$34.32	\$12.41	\$0.00	\$0.00	\$46.73
	06/01/2020	\$35.22	\$12.41	\$0.00	\$0.00	\$47.63
	08/01/2020	\$35.22	\$12.91	\$0.00	\$0.00	\$48.13
	12/01/2020	\$35.22	\$12.91	\$0.00	\$0.00	\$48.13
	06/01/2021	\$36.02	\$12.91	\$0.00	\$0.00	\$48.93
	08/01/2021	\$36.02	\$13.41	\$0.00	\$0.00	\$49.43
	12/01/2021	\$36.02	\$13.41	\$0.00	\$0.00	\$49.43
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2019	\$34.44	\$11.91	\$0.00	\$0.00	\$46.35
	08/01/2019	\$34.44	\$12.41	\$0.00	\$0.00	\$46.85
	12/01/2019	\$34.44	\$12.41	\$0.00	\$0.00	\$46.85
	06/01/2020	\$35.34	\$12.41	\$0.00	\$0.00	\$47.75
	08/01/2020	\$35.34	\$12.91	\$0.00	\$0.00	\$48.25
	12/01/2020	\$35.34	\$12.91	\$0.00	\$0.00	\$48.25
	06/01/2021	\$36.14	\$12.91	\$0.00	\$0.00	\$49.05
	08/01/2021	\$36.14	\$13.41	\$0.00	\$0.00	\$49.55
	12/01/2021	\$36.14	\$13.41	\$0.00	\$0.00	\$49.55
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2018	\$97.80	\$9.90	\$0.00	\$0.00	\$107.70
	08/01/2019	\$102.78	\$9.90	\$0.00	\$0.00	\$112.68
For apprentice rates see "Apprentice- PILE DRIVER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.18	\$12.00	\$0.00	\$0.00	\$60.18
	12/01/2019	\$49.33	\$12.00	\$0.00	\$0.00	\$61.33
	06/01/2020	\$50.43	\$12.00	\$0.00	\$0.00	\$62.43
	12/01/2020	\$51.58	\$12.00	\$0.00	\$0.00	\$63.58
	06/01/2021	\$52.68	\$12.00	\$0.00	\$0.00	\$64.68
	12/01/2021	\$53.83	\$12.00	\$0.00	\$0.00	\$65.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.18	\$12.00	\$0.00	\$0.00	\$60.18
	12/01/2019	\$49.33	\$12.00	\$0.00	\$0.00	\$61.33
	06/01/2020	\$50.43	\$12.00	\$0.00	\$0.00	\$62.43
	12/01/2020	\$51.58	\$12.00	\$0.00	\$0.00	\$63.58
	06/01/2021	\$52.68	\$12.00	\$0.00	\$0.00	\$64.68
	12/01/2021	\$53.83	\$12.00	\$0.00	\$0.00	\$65.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$0.00	\$0.00	\$59.69
	12/01/2019	\$48.83	\$12.00	\$0.00	\$0.00	\$60.83
	06/01/2020	\$49.91	\$12.00	\$0.00	\$0.00	\$61.91
	12/01/2020	\$51.05	\$12.00	\$0.00	\$0.00	\$63.05
	06/01/2021	\$52.14	\$12.00	\$0.00	\$0.00	\$64.14
	12/01/2021	\$53.28	\$12.00	\$0.00	\$0.00	\$65.28
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$49.18	\$12.00	\$0.00	\$0.00	\$61.18
	12/01/2019	\$50.33	\$12.00	\$0.00	\$0.00	\$62.33
	06/01/2020	\$51.43	\$12.00	\$0.00	\$0.00	\$63.43
	12/01/2020	\$52.58	\$12.00	\$0.00	\$0.00	\$64.58
	06/01/2021	\$53.68	\$12.00	\$0.00	\$0.00	\$65.68
	12/01/2021	\$54.83	\$12.00	\$0.00	\$0.00	\$66.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$32.28	\$12.00	\$0.00	\$0.00	\$44.28
	12/01/2019	\$33.07	\$12.00	\$0.00	\$0.00	\$45.07
	06/01/2020	\$33.82	\$12.00	\$0.00	\$0.00	\$45.82
	12/01/2020	\$34.60	\$12.00	\$0.00	\$0.00	\$46.60
	06/01/2021	\$35.35	\$12.00	\$0.00	\$0.00	\$47.35
	12/01/2021	\$36.14	\$12.00	\$0.00	\$0.00	\$48.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2018	\$65.20	\$9.90	\$0.00	\$0.00	\$75.10
	08/01/2019	\$68.52	\$9.90	\$0.00	\$0.00	\$78.42
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2018	\$46.57	\$9.90	\$0.00	\$0.00	\$56.47
	08/01/2019	\$48.94	\$9.90	\$0.00	\$0.00	\$58.84
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2018	\$69.86	\$9.90	\$0.00	\$0.00	\$79.76
	08/01/2019	\$73.41	\$9.90	\$0.00	\$0.00	\$83.31
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2018	\$97.80	\$9.90	\$0.00	\$0.00	\$107.70
	08/01/2019	\$102.78	\$9.90	\$0.00	\$0.00	\$112.68
For apprentice rates see "Apprentice- PILE DRIVER"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	06/01/2019	\$22.50	\$7.85	\$0.00	\$0.00	\$30.35
	12/01/2019	\$23.50	\$7.85	\$0.00	\$0.00	\$31.35
	06/01/2020	\$23.50	\$7.85	\$0.00	\$0.00	\$31.35
	12/01/2020	\$24.50	\$7.85	\$0.00	\$0.00	\$32.35
	06/01/2021	\$24.50	\$7.85	\$0.00	\$0.00	\$32.35
	12/01/2021	\$24.50	\$7.85	\$0.00	\$0.00	\$32.35
For apprentice rates see "Apprentice- LABORER"						
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.18	\$12.00	\$0.00	\$0.00	\$60.18
	12/01/2019	\$49.33	\$12.00	\$0.00	\$0.00	\$61.33
	06/01/2020	\$50.43	\$12.00	\$0.00	\$0.00	\$62.43
	12/01/2020	\$51.58	\$12.00	\$0.00	\$0.00	\$63.58
	06/01/2021	\$52.68	\$12.00	\$0.00	\$0.00	\$64.68
	12/01/2021	\$53.83	\$12.00	\$0.00	\$0.00	\$65.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$32.28	\$12.00	\$0.00	\$0.00	\$44.28
	12/01/2019	\$33.07	\$12.00	\$0.00	\$0.00	\$45.07
	06/01/2020	\$33.82	\$12.00	\$0.00	\$0.00	\$45.82
	12/01/2020	\$34.60	\$12.00	\$0.00	\$0.00	\$46.60
	06/01/2021	\$35.35	\$12.00	\$0.00	\$0.00	\$47.35
	12/01/2021	\$36.14	\$12.00	\$0.00	\$0.00	\$48.14

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.18	\$12.00	\$0.00	\$0.00	\$60.18
	12/01/2019	\$49.33	\$12.00	\$0.00	\$0.00	\$61.33
	06/01/2020	\$50.43	\$12.00	\$0.00	\$0.00	\$62.43
	12/01/2020	\$51.58	\$12.00	\$0.00	\$0.00	\$63.58
	06/01/2021	\$52.68	\$12.00	\$0.00	\$0.00	\$64.68
	12/01/2021	\$53.83	\$12.00	\$0.00	\$0.00	\$65.83

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.50	\$12.00	\$0.00	\$0.00	\$38.50
2	60	\$28.91	\$12.00	\$0.00	\$0.00	\$40.91
3	65	\$31.32	\$12.00	\$0.00	\$0.00	\$43.32
4	70	\$33.73	\$12.00	\$0.00	\$0.00	\$45.73
5	75	\$36.14	\$12.00	\$0.00	\$0.00	\$48.14
6	80	\$38.54	\$12.00	\$0.00	\$0.00	\$50.54
7	85	\$40.95	\$12.00	\$0.00	\$0.00	\$52.95
8	90	\$43.36	\$12.00	\$0.00	\$0.00	\$55.36

Effective Date - 12/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$27.13	\$12.00	\$0.00	\$0.00	\$39.13
2	60	\$29.60	\$12.00	\$0.00	\$0.00	\$41.60
3	65	\$32.06	\$12.00	\$0.00	\$0.00	\$44.06
4	70	\$34.53	\$12.00	\$0.00	\$0.00	\$46.53
5	75	\$37.00	\$12.00	\$0.00	\$0.00	\$49.00
6	80	\$39.46	\$12.00	\$0.00	\$0.00	\$51.46
7	85	\$41.93	\$12.00	\$0.00	\$0.00	\$53.93
8	90	\$44.40	\$12.00	\$0.00	\$0.00	\$56.40

Notes:

Apprentice to Journeyworker Ratio:1:6

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER	06/01/2019	\$34.39	\$7.85	\$0.00	\$0.00	\$42.24
LABORERS - ZONE 2	12/01/2019	\$35.25	\$7.85	\$0.00	\$0.00	\$43.10
	06/01/2020	\$36.14	\$7.85	\$0.00	\$0.00	\$43.99
	12/01/2020	\$37.03	\$7.85	\$0.00	\$0.00	\$44.88
	06/01/2021	\$37.95	\$7.85	\$0.00	\$0.00	\$45.80
	12/01/2021	\$38.86	\$7.85	\$0.00	\$0.00	\$46.71

Apprentice - LABORER - Zone 2

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.63	\$7.85	\$0.00	\$0.00	\$28.48
2	70	\$24.07	\$7.85	\$0.00	\$0.00	\$31.92
3	80	\$27.51	\$7.85	\$0.00	\$0.00	\$35.36
4	90	\$30.95	\$7.85	\$0.00	\$0.00	\$38.80

Effective Date - 12/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.15	\$7.85	\$0.00	\$0.00	\$29.00
2	70	\$24.68	\$7.85	\$0.00	\$0.00	\$32.53
3	80	\$28.20	\$7.85	\$0.00	\$0.00	\$36.05
4	90	\$31.73	\$7.85	\$0.00	\$0.00	\$39.58

Notes:

Apprentice to Journeyworker Ratio:1:5

OILER (OTHER THAN TRUCK CRANES, GRADALLS)	06/01/2019	\$23.11	\$12.00	\$0.00	\$0.00	\$35.11
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$23.68	\$12.00	\$0.00	\$0.00	\$35.68
	06/01/2020	\$24.23	\$12.00	\$0.00	\$0.00	\$36.23
	12/01/2020	\$24.80	\$12.00	\$0.00	\$0.00	\$36.80
	06/01/2021	\$25.35	\$12.00	\$0.00	\$0.00	\$37.35
	12/01/2021	\$25.93	\$12.00	\$0.00	\$0.00	\$37.93

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)	06/01/2019	\$27.57	\$12.00	\$0.00	\$0.00	\$39.57
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$28.24	\$12.00	\$0.00	\$0.00	\$40.24
	06/01/2020	\$28.89	\$12.00	\$0.00	\$0.00	\$40.89
	12/01/2020	\$29.57	\$12.00	\$0.00	\$0.00	\$41.57
	06/01/2021	\$30.21	\$12.00	\$0.00	\$0.00	\$42.21
	12/01/2021	\$30.89	\$12.00	\$0.00	\$0.00	\$42.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II	06/01/2019	\$47.69	\$12.00	\$0.00	\$0.00	\$59.69
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.83	\$12.00	\$0.00	\$0.00	\$60.83
	06/01/2020	\$49.91	\$12.00	\$0.00	\$0.00	\$61.91
	12/01/2020	\$51.05	\$12.00	\$0.00	\$0.00	\$63.05
	06/01/2021	\$52.14	\$12.00	\$0.00	\$0.00	\$64.14
	12/01/2021	\$53.28	\$12.00	\$0.00	\$0.00	\$65.28

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER	06/01/2019	\$34.08	\$11.91	\$0.00	\$0.00	\$45.99
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	08/01/2019	\$34.08	\$12.41	\$0.00	\$0.00	\$46.49
	12/01/2019	\$34.08	\$12.41	\$0.00	\$0.00	\$46.49
	06/01/2020	\$34.98	\$12.41	\$0.00	\$0.00	\$47.39
	08/01/2020	\$34.98	\$12.91	\$0.00	\$0.00	\$47.89
	12/01/2020	\$34.98	\$12.91	\$0.00	\$0.00	\$47.89
	06/01/2021	\$35.78	\$12.91	\$0.00	\$0.00	\$48.69
	08/01/2021	\$35.78	\$13.41	\$0.00	\$0.00	\$49.19
	12/01/2021	\$35.78	\$13.41	\$0.00	\$0.00	\$49.19
POWER SHOVEL/DERRICK/TRENCHING MACHINE	06/01/2019	\$48.18	\$12.00	\$0.00	\$0.00	\$60.18
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$49.33	\$12.00	\$0.00	\$0.00	\$61.33
	06/01/2020	\$50.43	\$12.00	\$0.00	\$0.00	\$62.43
	12/01/2020	\$51.58	\$12.00	\$0.00	\$0.00	\$63.58
	06/01/2021	\$52.68	\$12.00	\$0.00	\$0.00	\$64.68
	12/01/2021	\$53.83	\$12.00	\$0.00	\$0.00	\$65.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE)	06/01/2019	\$48.18	\$12.00	\$0.00	\$0.00	\$60.18
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$49.33	\$12.00	\$0.00	\$0.00	\$61.33
	06/01/2020	\$50.43	\$12.00	\$0.00	\$0.00	\$62.43
	12/01/2020	\$51.58	\$12.00	\$0.00	\$0.00	\$63.58
	06/01/2021	\$52.68	\$12.00	\$0.00	\$0.00	\$64.68
	12/01/2021	\$53.83	\$12.00	\$0.00	\$0.00	\$65.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER)	06/01/2019	\$32.28	\$12.00	\$0.00	\$0.00	\$44.28
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$33.07	\$12.00	\$0.00	\$0.00	\$45.07
	06/01/2020	\$33.82	\$12.00	\$0.00	\$0.00	\$45.82
	12/01/2020	\$34.60	\$12.00	\$0.00	\$0.00	\$46.60
	06/01/2021	\$35.35	\$12.00	\$0.00	\$0.00	\$47.35
	12/01/2021	\$36.14	\$12.00	\$0.00	\$0.00	\$48.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROLLER/SPREADER/MULCHING MACHINE	06/01/2019	\$47.69	\$12.00	\$0.00	\$0.00	\$59.69
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.83	\$12.00	\$0.00	\$0.00	\$60.83
	06/01/2020	\$49.91	\$12.00	\$0.00	\$0.00	\$61.91
	12/01/2020	\$51.05	\$12.00	\$0.00	\$0.00	\$63.05
	06/01/2021	\$52.14	\$12.00	\$0.00	\$0.00	\$64.14
	12/01/2021	\$53.28	\$12.00	\$0.00	\$0.00	\$65.28
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

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>	06/01/2019	\$34.54	\$11.91	\$0.00	\$0.00	\$46.45
	08/01/2019	\$34.54	\$12.41	\$0.00	\$0.00	\$46.95
	12/01/2019	\$34.54	\$12.41	\$0.00	\$0.00	\$46.95
	06/01/2020	\$35.44	\$12.41	\$0.00	\$0.00	\$47.85
	08/01/2020	\$35.44	\$12.91	\$0.00	\$0.00	\$48.35
	12/01/2020	\$35.44	\$12.91	\$0.00	\$0.00	\$48.35
	06/01/2021	\$36.24	\$12.91	\$0.00	\$0.00	\$49.15
	08/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65
	12/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2019	\$34.83	\$11.91	\$0.00	\$0.00	\$46.74
	08/01/2019	\$34.83	\$12.41	\$0.00	\$0.00	\$47.24
	12/01/2019	\$34.83	\$12.41	\$0.00	\$0.00	\$47.24
	06/01/2020	\$35.73	\$12.41	\$0.00	\$0.00	\$48.14
	08/01/2020	\$35.73	\$12.91	\$0.00	\$0.00	\$48.64
	12/01/2020	\$35.73	\$12.91	\$0.00	\$0.00	\$48.64
	06/01/2021	\$36.53	\$12.91	\$0.00	\$0.00	\$49.44
	08/01/2021	\$36.53	\$13.41	\$0.00	\$0.00	\$49.94
	12/01/2021	\$36.53	\$13.41	\$0.00	\$0.00	\$49.94
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$0.00	\$0.00	\$59.69
	12/01/2019	\$48.83	\$12.00	\$0.00	\$0.00	\$60.83
	06/01/2020	\$49.91	\$12.00	\$0.00	\$0.00	\$61.91
	12/01/2020	\$51.05	\$12.00	\$0.00	\$0.00	\$63.05
	06/01/2021	\$52.14	\$12.00	\$0.00	\$0.00	\$64.14
	12/01/2021	\$53.28	\$12.00	\$0.00	\$0.00	\$65.28
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2019	\$35.12	\$11.91	\$0.00	\$0.00	\$47.03
	08/01/2019	\$35.12	\$12.41	\$0.00	\$0.00	\$47.53
	12/01/2019	\$35.12	\$12.41	\$0.00	\$0.00	\$47.53
	06/01/2020	\$36.02	\$12.41	\$0.00	\$0.00	\$48.43
	08/01/2020	\$36.02	\$12.91	\$0.00	\$0.00	\$48.93
	12/01/2020	\$36.02	\$12.91	\$0.00	\$0.00	\$48.93
	06/01/2021	\$36.82	\$12.91	\$0.00	\$0.00	\$49.73
	08/01/2021	\$36.82	\$13.41	\$0.00	\$0.00	\$50.23
	12/01/2021	\$36.82	\$13.41	\$0.00	\$0.00	\$50.23
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL/CATCH BASIN CLEANING	06/01/2019	\$34.54	\$11.91	\$0.00	\$0.00	\$46.45
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	08/01/2019	\$34.54	\$12.41	\$0.00	\$0.00	\$46.95
	12/01/2019	\$34.54	\$12.41	\$0.00	\$0.00	\$46.95
	06/01/2020	\$35.44	\$12.41	\$0.00	\$0.00	\$47.85
	08/01/2020	\$35.44	\$12.91	\$0.00	\$0.00	\$48.35
	12/01/2020	\$35.44	\$12.91	\$0.00	\$0.00	\$48.35
	06/01/2021	\$36.24	\$12.91	\$0.00	\$0.00	\$49.15
	08/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65
	12/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65

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 **20190607-009** for future inquiries.

[Request another official Wage Schedule](#)

[Return to Prevailing Wage Website](#)

Appendix 10
FORM OF CONTRACT
(SEE ATTACHED DOCUMENT)

**Town of Natick, Massachusetts
Contract for Services Related to
Catch Basin Cleaning 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 _____ organized under the laws of _____, with a principal office located at _____, and a Massachusetts office located at _____ (hereinafter the "Contractor").

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

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to catch basin cleaning, as set forth in the Invitation for Bids for Services Related to Catch Basin Cleaning 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 expeditiously and consistent with professional skill and care 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 of this contract above and shall end one (1) year later. The Contractor understands that all work shall be substantially complete by June 30, 2020.

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

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

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

**Town of Natick, Massachusetts
Contract for Services Related to
Catch Basin Cleaning in the Town of Natick**

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.

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

6. **Warranty**

**Town of Natick, Massachusetts
Contract for Services Related to
Catch Basin Cleaning in the Town of Natick**

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the Town 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.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

**Town of Natick, Massachusetts
Contract for Services Related to
Catch Basin Cleaning in the Town of Natick**

- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town 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 Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- h. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
- 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

**Town of Natick, Massachusetts
Contract for Services Related to
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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 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

**Town of Natick, Massachusetts
Contract for Services Related to
Catch Basin Cleaning in the Town of Natick**

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 Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers,

**Town of Natick, Massachusetts
Contract for Services Related to
Catch Basin Cleaning in the Town of Natick**

employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

17. Criminal Background Screening

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

18. Delays/*Force Majeure*

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

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event, the Town may terminate this Contract upon written notice to the Contractor.

**Town of Natick, Massachusetts
Contract for Services Related to
Catch Basin Cleaning in the Town of Natick**

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

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

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

20. Notices

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

If to the Town: Melissa A. Malone
 Natick 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

**Town of Natick, Massachusetts
Contract for Services Related to
Catch Basin Cleaning in the Town of Natick**

Quincy, MA 02169

If to the Contractor:

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers

**Town of Natick, Massachusetts
Contract for Services Related to
Catch Basin Cleaning in the Town of Natick**

of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.

- h. By entering into this Agreement, the Contractor certifies under penalties of perjury that its 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 Agreement, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the 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**

**Town of Natick, Massachusetts
Contract for Services Related to
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Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.

- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Contract shall be binding upon and shall inure to the 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
Catch Basin Cleaning in the Town of Natick**

The Town of Natick, Massachusetts

by: the Natick Board of Selectmen

(Printed Name of Contractor)

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: _____

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

Karis L. North, Esq.

Dated: _____

**Town of Natick, Massachusetts
Contract for Services Related to
Catch Basin Cleaning 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 here above shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/17/2019

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 Charles River Insurance Brokerage, Inc. 5 Whittier St., 4th Floor Framingham MA 01701	CONTACT NAME: Arlene C Pucillo PHONE (A/C No. Ext): (508) 656-1400 E-MAIL ADDRESS: FAX (A/C No.): (508) 656-1499
INSURED Truax Corporation PO Box 2186 Plainville MA 02762	INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Casualty Insurance Compan 24074 INSURER B: Ohio Security Insurance Compan 24082 INSURER C: Evanston INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: Cert ID 4473

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BKS56962837	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Terrorism Coverage \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAS56962837	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	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO56962837	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		XWO56962837	01/01/2019	01/01/2020	<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
C	Contractors Pollution		MKLVL1ENV101344-0	07/16/2019	07/16/2020	Occurrence \$ 1,000,000 Aggregate \$ 3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Town of Natick 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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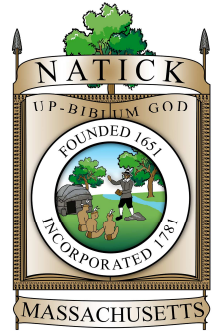
ITEM TITLE: Public Hearing: Proposal to Rename Navy Yard Park to Whitney Field at the Navy Yard with Installation of Permanent Sign - Open Public Hearing and Continue to 8/5/19

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Hearing Notice	7/17/2019	Cover Memo
Proposal to Rename Navy Yard Park-S. Evers, Historical Commission Chair	5/22/2019	Cover Memo
Naming a Public Place Policy	9/18/2017	Cover Memo
Community & Economic Development Opinion	5/28/2019	Cover Memo

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.

PUBLIC HEARING
BOARD OF SELECTMEN
TOWN OF NATICK

The Board of Selectmen will conduct a public hearing on Monday, July 22, 2019 at 7:00 p.m. at Natick Town Hall, Edward H. Dlott Meeting Room, 13 East Central Street, Natick, MA on the request of the Natick Historical Commission to rename the Navy Yard Park to Whitney Field at the Navy Yard. Anyone wishing to be heard on this matter is asked to attend the meeting at the date and time mentioned above.

Jonathan H. Freedman, Clerk



Natick Historical Commission

Natick, Massachusetts 01760

Home of Champions

c/o 1 Frost Street

Natick, MA 01760

Dec. 12, 2018

Karen Partanen
Town of Natick
Recreation and Parks, Director
179 Boden Lane
Natick Ma.
01760

RE; WHITNEY FIELD AT NAVY YARD

Dear Karen,

As requested by Martha White, former Town Administrator, The Natick Historical Commission proposes the following sign message for an historically appropriate re-naming of the Park from "Navy Yard Park" to "Whitney Field at The Navy Yard". A reasonable size sign should be permanently installed in a prominent location with the following narrative:

WHITNEY FIELD AT THE NAVY YARD

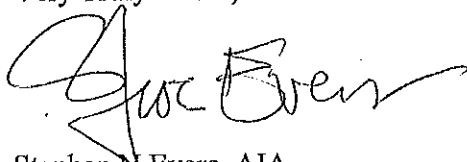
"Whitney Field is a gift to the inhabitants of Natick by one of its oldest and most prominent families. The entire neighborhood, known as "The Navy Yard" today, was once the estate of Captain George Whitney and his seven sons. He served in the American Revolution, farmed this land and served as a Natick Selectman. His descendants supplied leather for Natick's shoe industry, established a lime manufactory and also served as Selectman.

The Navy Yard, once an all Irish neighborhood when Natick shoe manufacturing peaked during the 19th Century, was called so by the Irish slang of "navvy", short for unskilled laborers. Americanized over the years to Navy Yard, the neighborhood remains on the land once solely owned by the Whitney family."

I propose that I get before the Board of Selectmen with this proposal, especially regarding the historical name change request sometime this winter. Let me know if you have the funds for the proposed narrative sign, if not, I will go digging. Also let me know if any of the Parks and Rec folks have comment on the name change proposal or content of this plaque.

If you have any questions regarding this proposal I can be reached via cell phone at 508.254.2017 if you have any questions regarding this matter.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Stephen Evers", with a stylized flourish at the end.

Stephen N Evers, AIA
Chairman

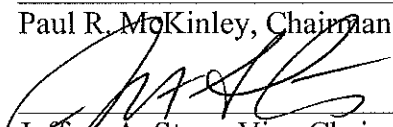
NAMING OF PUBLIC PLACES

Upon receipt of a request to name a public place in memory of a Natick resident, the Board of Selectmen shall:

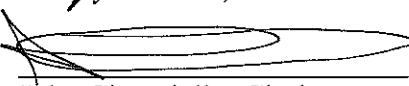
1. Solicit the opinion of the Natick Historical Commission and the Community Development Office regarding the historical impact, if any, of the proposed naming;
2. With the opinion of the Historical Commission and Community Development in hand, the Board schedules a public hearing;
3. After closing the public hearing, the Board votes on the request.

BOARD OF SELECTMEN

Paul R. McKinley, Chairman



Jeffrey A. Stern, Vice-Chairman



John Ciccariello, Clerk

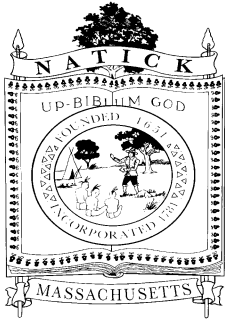


Jay H. Ball



Charles M. Hughes

Adopted: August 19, 2002



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

MEMORANDUM

TO: Michael Hickey, Chair, Natick Board of Selectmen

FROM: Jamie Errickson, Director

DATE: May 27, 2019

RE: Proposed renaming of Navy Yard Field

Per town bylaw requirements, Community and Economic Development is asked to provide an opinion/recommendation regarding the proposed renaming of the Navy Yard Field.

From a community and development perspective, there are no conflicts or issues with considering the renaming of the Navy Yard Field. The recommendation from this office is to consider the renaming of the Navy Yard Field with the entire community in mind, and through a fair and transparent process.

Thank you.

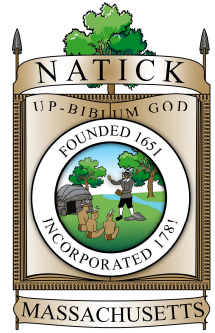
ITEM TITLE: Public Hearing: Square Dedication for Saviano Bros., Cochituate St. and Washington Ave

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Hearing Notice	7/17/2019	Cover Memo
Request	7/17/2019	Cover Memo

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.

PUBLIC HEARING
BOARD OF SELECTMEN
TOWN OF NATICK

The Board of Selectmen will conduct a public hearing on Monday, July 22, 2019 at 7:00 p.m. at Natick Town Hall, Edward H. Dlott Meeting Room, 13 East Central Street, Natick, MA on the request to dedicate the square at Cochituate Street and Washington Avenue in honor of the Saviano Brothers; Joseph P., Alfred M. and Ralph J. , who served in the United States Armed Forces during WWII Anyone wishing to be heard on this matter is asked to attend the meeting at the date and time mentioned above.

Jonathan H. Freedman, Clerk



Paul E. Carew
Director Veterans Services
VVA Accredited Service Representative

Sheila Young
Executive Assistant

TOWN OF NATICK
Community Services Department
Veterans' Services
117 E. Central Street
Natick, Massachusetts 01760

June 26, 2019

Board of Selectman

The Natick Veterans Council with the Office of Veterans Services is proposing the dedication of the Saviano Brothers Square.

On July 27th at 9:30 AM. (new time)

At the intersection of Cochituate Street and Washington Avenue.

We are dedicating to honor three Saviano Brothers who served in WWII.

Joseph P. Saviano

Alfred M. Saviano

Ralph J. Saviano

All three brothers grew up in the Whitney Field, Navy Yard neighborhood.

I am waiting on the military records on one brother and will send all that information to the Board of Selectman and other involved parties.

Thank you

Paul E. Carew

GOD BLESS AMERICA, LAND OF THE FREE AND HOME OF THE BRAVE

Phone: 508-647-6545 cell 508-745-8893

Ms. Young: 508-647-6400 ext 1900

Fax: 508-647-6549

Email: "We fought together now let's build together"

ITEM TITLE: Public Hearing (Continued from 5/28/19): Smashburger: Application for S. 12 Wine and Malt License - Continue to 8/5/19 Selectmen's Meeting

ITEM SUMMARY:

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.

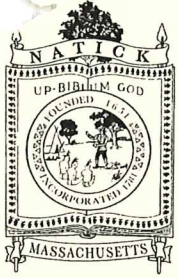
Jonathan Freedman, Clerk

ITEM TITLE: Confirm the Town Administrator's Appointment of the Collector/Treasurer Debbie Sherman

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Offer Letter	7/18/2019	Cover Memo
Resume	7/22/2019	Cover Memo



TOWN OF NATICK
Massachusetts 01760

June 27, 2019

Ms. Debbie Jo Sherman
[REDACTED]

Dear Ms. Sherman,

I am writing to formally congratulate you on your appointment as Treasurer/Collector for the Town of Natick. This is a three year appointment, pursuant to Charter and will expire on July 1, 2022. Your classification will be Grade 4 in the Town of Natick's Personnel Board Classification and Compensation Plan. Your new salary will be \$100,000.00 effective Monday, July 1, 2019. Please be advised this promotion is conditional upon your performance for the first 180 days.

It is my expectation that you will, in each of the next three years, satisfactorily complete all training and course work as specified by the Deputy Town Administrator/Director of Finance and obtain certification as a Collector and Treasurer from the Massachusetts Collectors Treasurers Association (MCTA). For each year in which you satisfactorily complete the training requirements your base salary will be increased by \$2500.00 and upon receipt of MCTA certification as a Collector and Treasurer, your base salary will be increased by \$2,500.00.

Please **sign and return the copy** of this letter acknowledging your acceptance of this promotion. Again, thank you for your hard work and congratulations!

Very truly yours,

Melissa A. Malone
Town Administrator

I do hereby accept employment with the Town of Natick under the terms and conditions referenced in this letter and, by reference, any applicable collective bargaining agreement or the personnel by-law.

Debbi Jo Sherman
Employee Signature

6/27/19
Date

cc: Dorothy Blondiet, Director of Human Resources
Kathy Bacon, Director of Retirement Board
Linda Clark, Benefits Manager
Donna Rozon, Payroll Manager
Personnel File

Debbie Jo Sherman

24 Gorwin Drive, Medway, MA 02053 | 508-858-1297 | djsherman1@gmail.com

December 10, 2018

Human Resources

Town of Natick

13 East Central Street

Natick, MA 01760

Dear Human Resources:

I am writing to apply for the Collector/Treasurer position. I believe my twenty year tenure in Natick has helped prepare me for this position.

As my resume shows, I have worked in almost every role in the finance department, building up to the Treasurer/Collector position. I have worked as the Assistant Treasurer/Collector for the last year, prior to Stephen Price's retirement, and feel his mentorship has helped me understand the duties of the position. I have been successful performing the position in his absence. Like any job there are things to learn, but I am eager to learn them.

Natick has become a second home to me over the years, and I enjoy watching it grow and always work to make it better. My skill set can help improve the Finance Department and if given the chance my goals are to always be thinking of ways to have our department run smoother and efficiently to serve the residents of Natick. I feel I have made some stride in that already by listening to resident's comments and complaints as well as the staff's ideas and frustrations.

I look forward to meeting with you and discussing the position further.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Debbie Jo Sherman". The signature is fluid and elegant, with a long, sweeping underline that extends to the right.

Debbie Jo Sherman

Debbie Jo Sherman

24 Gorwin Drive, Medway, MA 02053 | 508-858-1297 | djsherman1@gmail.com

Experience

TOWN OF NATICK

ASSISTANT TREASURER/COLLECTOR | TOWN OF NATICK | SEPTEMBER 2017 – PRESENT

- Responsible for cash and debt management and the collection of monies for the town including Real Estate, Personal Property, Water/Sewer and Motor Vehicle Excise, Betterment Assessments, all Municipal Fees and Revenues committed to the Town.
- Recently involved in Tax Title procedures and the posting of Tax Title Payments
- Payment of all Debt, Payroll Taxes and Deductions
- Oversee the reconciliation of Bank Statements to the Cashbook and General Ledger
- Implements and manages Tax and Utility Billing, demand, warrants and lien processing
- Oversee the Abatement postings
- Manage the uploading of billing files to the on line
- Assist with Year End Audit

SPECIAL ASSISTANT TO THE FINANCE DIRECTOR | TOWN OF NATICK | JULY 2012 – SEPTEMBER 2017

- Introduction to the Budget process. – Main Focus was Staffing Sheets for Budgets
- Reconciliation of various general ledger accounts
- Assist departments with various budget issues

ADMINISTRATIVE ASSISTANT | TOWN OF NATICK | JULY 2005 – JULY 2012

- Same roles as previous position
- Filled in for payroll during a couple vacancies 07/2008-03/2009, 01/2012, Trained 2 new Payroll Managers during this time.

DEPARTMENT ASSISTANT | TOWN OF NATICK | DECEMBER 1998 – JULY 2005

- Prepared and recorded all deposits made in the Town for entry into the General Ledger by the Comptroller
- Reconciled various General Ledger accounts as instructed by the Comptroller
- Assisted with various projects
- Assisted when needed by Accounts Payable and Payroll Administrators
- Back up Assistant to Payroll
- Back up Assistant to Benefits

Skills & Abilities

- Cross trained in all responsibilities of Payroll, W2's, Cash Receipt Entry and other Financial Functions.

Additional Information

- Working towards Treasurer Certification through MCTA

References:

- Marianne Davis – # 508-647-6502
- Chief James Hicks – # 508-647-9511
- Ruthann Cashman – # 508-429-6104

ITEM TITLE: Announce 2019 Fall Town Meeting

ITEM SUMMARY:

ATTACHMENTS:

Description

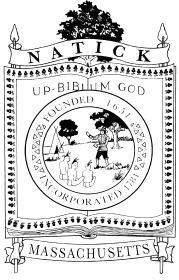
Public Notice

Upload Date

7/17/2019

Type

Cover Memo



**TOWN OF NATICK
Massachusetts 01760**

**PUBLIC NOTICE
TOWN OF NATICK
BOARD OF SELECTMEN**

The Board of Selectmen hereby gives public notice of its intention to call

2019 FALL ANNUAL TOWN MEETING

ON TUESDAY, OCTOBER 15, 2019

NATICK HIGH SCHOOL

7:30 P.M.

All articles requested for inclusion in the warrant for the 2019 Fall Annual Town Meeting must be received in the Office of the Board of Selectmen, Natick Town Hall, 13 East Central Street, Natick, Massachusetts by 5:00 p.m. on Thursday, August 15, 2019. The Board of Selectmen encourages petitioners and others submitting articles to provide such materials electronically to selectmen@natickma.org by such date and time; if submitting through this format, petitioners are advised to request a "read receipt" to verify proper and timely receipt by the Board of Selectmen's Office. The Board of Selectmen further encourages that articles be submitted in narrative format only, and that maps and other supplementary material not be included as part of the warrant article.

Jonathan Freedman, Clerk

ITEM TITLE: 2019 FATM Warrant/Board Sponsored Articles
ITEM SUMMARY: a. Unaccepted Ways
b. Article 97 Kennedy Middle School Land Dedication
c. West Natick Fire Station/MassDOT Easement
d. Storm Water Modification

<u>ATTACHMENTS:</u>		
Description	Upload Date	Type
Natick Private Way By-law	7/19/2019	Cover Memo

Draft Warrant Article Language:

To see whether the Town will vote to amend Article 70 of the Town of Natick By-Laws as follows:

1. Remove the second, third and fourth paragraph of Section 6
2. Insert new Section 8 with the wording:

“Section 8 Private Ways

Snow and Ice Removal. The Town may remove snow and ice from such private ways for emergency vehicle access in accordance with Massachusetts General Laws and Board of Selectmen regulations and policies.

Barriers. Barricades, obstacles, or vehicles on private ways that are a barrier to prompt and appropriate emergency access shall be removed on order of the Police or Fire Chief, at the expense of the owner or owners of the private way. However, if the barrier is a vehicle, it shall be removed on order of the Police or Fire Chief and at the expense of the owner of the vehicle.

Temporary Repairs. The Town may perform temporary repairs to private ways that have been open to the public for a period of at least six (6) years. The Town may only perform temporary repairs in accordance with regulations and policies issued by the Board of Selectmen and that are determined by the Director of Public Works to be required for public necessity.

Said temporary repairs shall be considered necessary if they abate an immediate hazard. They shall not be considered as maintenance of the private way nor shall the way be considered a public way. Cash deposits or payments shall not be required and betterment charges shall not be assessed for said temporary repairs.

The Town shall not be liable for any damage to private property caused by such repairs, except as otherwise provided by law. The Town shall not incur any liability whatsoever on account of action or inaction resulting pursuant to this By-Law.”

Article 70 Public Works Regulations

Section 6 Betterments

Whenever betterments are assessed in connection with a public way, the entire cost of the construction of streets on said ways shall be assessed to the abutters and one-half (1/2) of the costs of construction of sidewalks shall be assessed to the abutters, provided, however, that this section shall not apply to a subdivision of land under Section 81 of Chapter 41 of the General Laws as amended.

~~The Director of Public Works may make repairs to private ways providing that an Annual or Special Town Meeting determines that the repairs are required by public necessity and convenience and a majority of the abutters petition for such repairs to be made and that the way has been open to public use for a period of six (6) years. Such repairs shall include the installation and construction of drainage if necessary, and the filling of holes in the sub-surface of such ways and repairs to the surface materials thereof. Materials for such repairs shall, where practical, be the same as or similar to those used for existing surfaces of such ways but may include surfacing the ways with bituminous materials including but not limited to bituminous concrete.~~

~~The Town Administrator shall assess betterment's upon the owners of estates which derive particular advantage from the making of such repairs on any such private way. Such assessment shall be a sum equal, in the aggregate, to the total cost of such repairs and, in the case of each such estate, in proportion to the frontage thereof on such way. Except as otherwise provided, the provisions of Chapter 80 of the General Laws, as amended, relating to public improvements and assessments thereof shall apply to repairs to private ways ordered to be made under this section; provided that no assessment amounting to less than five hundred dollars (\$500.00) shall be apportioned and no assessment may be apportioned into more than twenty (20) portions.~~

~~The Town shall not be liable on account of any damage caused by such repairs.~~

..... (Retain Section 7)

Section 8 Private Ways

Snow and Ice Removal. The Town may remove snow and ice from such private ways for emergency vehicle access in accordance with Massachusetts General Laws and Board of Selectmen regulations and policies.

Barriers. Barricades, obstacles, or vehicles on private ways that are a barrier to prompt and appropriate emergency access shall be removed on order of the Police or Fire Chief, at the expense of the owner or owners of the private way. However, if the barrier is a vehicle, it shall be removed on order of the Police or Fire Chief and at the expense of the owner of the vehicle.

Temporary Repairs. The Town may perform temporary repairs to private ways that have been open to the public for a period of at least six (6) years. The Town may only perform temporary repairs in accordance with regulations and policies issued by the Board of Selectmen and that are determined by the Director of Public Works to be required for public necessity.

Said temporary repairs shall be considered necessary if they abate an immediate hazard. They shall not be considered as maintenance of the private way nor shall the way be considered a public way. Cash deposits or payments shall not be required and betterment charges shall not be assessed for said temporary repairs.

The Town shall not be liable for any damage to private property caused by such repairs, except as otherwise provided by law. The Town shall not incur any liability whatsoever on account of action or inaction resulting pursuant to this By-Law

Sample By-Laws from Massachusetts Communities

Needham

2.2.5.6 Private Ways

2.2.5.6.1 Snow and Ice Removal. The Town may remove snow and ice from such private ways within its limits for emergency vehicle access in accordance with Massachusetts General Laws and in accordance with regulations or policies issued by the Board of Selectmen. Such snow and ice removal may be limited to those private ways maintained in an acceptable condition and in accordance with standards determined by the Director of Public Works.

2.2.5.6.2 Barricades. Barricades installed on private ways that serve to deter prompt and appropriate emergency access shall be removed on order of the Fire Chief.

2.2.5.6.3 Temporary Repairs. The Town may perform temporary repairs to private ways if such repairs are determined by the Director of Public Works to be required for public necessity, in accordance with regulations or policies issued by the Board of Selectmen.

Said repairs shall be considered necessary to abate the immediate hazard caused by the defect and shall not be considered as maintenance of the private way nor shall the way be considered a public way. Drainage shall not be included as part of any such repairs, and the private way need not have been open to public use prior to the repairs being made.

Abutters to the private way may petition the Town to perform temporary repairs. In such cases, fifty one percent of the abutters to the private way must petition the Director of Public Works for the repairs to be made by the Town. Upon receipt of a petition and a determination of the necessity of such repairs, the Town shall provide the petitioners with a statement of the cost of such repairs. Within seven (7) days of receipt of the statement of cost, the petitioners shall be entitled to withdraw the petition. Unless the petition is withdrawn, the Town shall promptly make the repairs and the petitioners shall thereafter reimburse the Town for the cost of the repairs, if the repairs exceed \$300. The reimbursement amount shall be equal to the petitioner's pro rata share of the cost of repairs based on the ratio that each petitioner's frontage bears to the total frontage of the petitioners on the private way. Betterment charges will not be assessed for such repairs.

If the cost of repairs does not exceed \$300, no reimbursement will be required.

The Town shall not be liable for any damage to private property caused by such repairs, except as otherwise provided by law.

Wellesley

29.10. Temporary Minor Repairs to Private Ways. The Town may make temporary minor repairs to private ways which have been opened to public use for two years or more and provided that such repairs are required by public necessity as shall be determined solely by the Board of Public Works. Such repairs shall be made only if petitioned for by the majority of the abutters, except in the case of special emergency involving the health or safety of people or their property as determined by said Board in its sole discretion. Cash deposits or payments shall not be required and betterment charges shall not be assessed for said repairs. The extent and type of repairs shall be determined by the Board of Public Works and shall only include the filling in of holes or depressions with material to be the same as, or similar to, those materials existing on such ways; but shall not include drainage. The Town shall not incur any liability whatsoever on account of action or inaction resulting pursuant to this Bylaw.

Westford

Chapter 149: Temporary Repairs to Private Ways [Added 10-15-12 STM Art 13]

§ 149.1 Purpose and applicability. A. Pursuant to Massachusetts General Laws Chapter 40, Section 6N, the Board of Selectmen is hereby is authorized to make temporary repairs to private ways, constructed prior to 1955, which have been open to the public for a period of at least six (6) years, out of funds appropriated for said purpose by Town Meeting. In all cases, the entire cost shall be assessed as betterment on those properties which benefit from the repairs. Repair does not mean new construction. B. The repairs shall be those required by public necessity, including but not limited to 1. The necessity of providing adequately drained ways so as to reduce ecologically harmful runoff into the Town's brooks and ponds; and 2. The necessity of providing adequate passable ways for public safety vehicles from public ways to residences, Town facilities and resources including access to Town conservation land. C. The Board of Selectmen shall make the determination of public necessity.

§149.2 Types of Repairs. A. The repairs must be temporary in nature, such as filling, grading, patching and surface coating, and may include such repairs to drainage swales, conduits and structures as are necessary to preserve the integrity of surface repairs to the roadway, and shall not be such as to constitute a reconstruction of the roadway. B. The temporary repair shall have a minimum expected life equal to twenty (20) years. C. Temporary repairs may be undertaken on a way subject to this bylaw, or to a continuous portion of such way, which portion begins and ends at an intersection or conjunction with another way.

§ 149.3 Petition. A minimum of seventy five percent (75%) of the owners of property abutting the portion of the way proposed to be repaired must petition for the repair, with each ownership entity counting as one. The Board of Selectmen are authorized to waive this requirement.

§ 149.4 Betterment charges. A. The owners of land abutting such way who derive benefit from said repairs shall be assessed betterment charges by the Board of Selectmen. Betterment charges, in an amount of one hundred (100%) of the aggregate cost to plan, prepare and repair the private way shall be assessed on a per lot basis or on the proportion of the lot frontage on the way or portion of the way to be repaired to the frontage of said repaired way or other proportional method as may be required by the Board of Selectmen. General Bylaws of the Town of Westford, Massachusetts 2016 91 B. The Town may be considered an abutter if property under the care, custody and control of the Town abuts said way to be repaired. C. A cash deposit shall not be required.

§149.5 Status of way. A. This bylaw does not confer any obligation or duty on the Town or its agents to either initially place or to thereafter maintain and repair said private ways so that they are reasonably safe and convenient for travel by being free from defects or want of repair. B. The making of such temporary repairs to private ways, no matter how often or to what extent, does not constitute an acceptance by the Town of such private ways as public ways, nor does it constitute a way being "maintained and used as a public way" under the Massachusetts Subdivision Control Law. C. Any private way repaired under the provisions of this bylaw need not be brought up to full Town standards and may continue to remain a private way. Repaired private ways may be brought to Town Meeting for acceptance as a public way by completing the steps outlined in the Town's Street Acceptance procedure, if any, adopted by the Board of Selectmen which may be amended from time to time, or otherwise as allowed by law.

§149.6 Liability. The Town, in making repairs under this section shall not be liable for any damages to persons or property caused by negligent repair or maintenance of the private way.

§ 149.7 Indemnity Agreement. No repair of a private way shall be undertaken until the Board of Selectmen has in its possession agreements executed by at least eighty five percent (85%) of abutting owners on the portion of the way to be repaired holding the Town harmless from any additional damage arising from any negligent repair, and which includes the following provisions: A. That the Town assumes no liability to such owners by making the repairs; B. Jointly and severally, to indemnify and hold harmless the Town with respect to such statutory liability and any and all other liability for claims of injury, death or property damage to such owners or third parties caused by alleged defects in the way, including attorneys' fees and other costs of defense; C. That should the Town decide not to continue to provide temporary repairs to such way, the owners will themselves keep such way in good repair so as to minimize the liability of the Town for having undertaken such repairs; D. That such repair shall not constitute "maintenance" of such way, so as to give the way the status of a way "maintained and used as a public way" under the Massachusetts Subdivision Control Law; and E. That if assessed for repairs, the owners will not appeal the amount of the assessment and agree that the assessment may be apportioned over the number of years of the expected lifetime of the repair to be determined by the Board of Selectmen. General Bylaws of the Town of Westford, Massachusetts 2016 92

§ 149.8 Continually Open to Public Use. Repairs or maintenance under this section shall not be performed on private ways that do not remain open to public use for at least twenty years.

Dedham

§ 250-7 Temporary repairs to private ways.

[Amended 5-19-2014 ATM by Art. 33]

The Director of Public Works may, at his discretion, undertake such action as may be necessary to keep private ways which have been open to public use for a period in excess of 10 years passable for emergency vehicles.

This by-law shall not be construed so as to allow complete repaving or rebuilding projects for any private way, nor shall any such repairs exceed in cost the amount of \$1,500 for any given private way in any given fiscal year.

The liability limit of the Town for any claim arising from any such work on any private way shall be \$5,000.

ITEM TITLE: West Natick Fire Station

ITEM SUMMARY:

ITEM TITLE: Kennedy Middle School
ITEM SUMMARY:

ITEM TITLE: Accept Donation to the Police Department from Cognex
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Memo from Chief Hicks	7/18/2019	Cover Memo

TOWN OF NATICK

NATICK, MASSACHUSETTS 01760



POLICE DEPARTMENT

James G. Hicks, Chief of Police

20 East Central Street

Natick, MA 01760

Phone: 508-647-9511

Fax: 508-647-9509

Memorandum

Date: July 3, 2019

To: Mr. Michael J. Hickey, Jr. Chair Board of Selectmen

From: Chief James G. Hicks

RE: Donation

The Natick Police Department would like to request permission to accept a check in the amount of \$2500 as a donation from Cognex. I would like to request the check be deposited and held to be expended upon my direction.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "James G. Hicks".

James G. Hicks
Chief of Police

ITEM TITLE: Approve Block Party for Surrey Lane

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	7/18/2019	Cover Memo
Updated Request	7/18/2019	Cover Memo
Police Recommendation	7/18/2019	Cover Memo



Patricia O'Neil <poneil@natickma.org>

Sherwood Neighborhood Block Party - 9/7/19 (RD: 9/8/19)

2 messages

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

Wed, Jun 26, 2019 at 12:40 PM

Hi Brian. Recommendations?

--

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



 **Sherwood Neigh Block Party.pdf**
20K

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

Wed, Jun 26, 2019 at 1:15 PM

Trish,

Not sure if we have seen this one before. We usually see a request in that area from the Barnesdale/Greenwood folks. The date requested happens to be Natick Days, so much of our resources including barricades and personnel are committed to Natick Center. I also would need to know what the length of the closure would be, such as Surrey from Buckingham to Sherwood? Also, we would require the road closure to end at 8pm. If the applicant could be sent these questions we would appreciate it.

Respectfully,

Lt. Brian G. Lauzon
[Quoted text hidden]



Patricia O'Neil <poneil@natickma.org>

Block party

2 messages

Lauren Fishman <laurenafishman@yahoo.com>
Reply-To: Lauren Fishman <laurenafishman@yahoo.com>
To: "poneil@natickma.org" <poneil@natickma.org>

Wed, Jul 3, 2019 at 5:15 PM

Hi Trish,

See below for our corrected letter. We are going to proceed with September 7th even though it's Natick Days. Our event does not start until 3 and we really only need one barricade/set of cones. Let me know if it's an issue. Thanks.

June 17, 2019

Board of Selectmen
Natick Town Hall
[13 E. Central St.](#)
[Natick, MA 01760](#)

Dear Board of Selectmen,

This letter is to request permission for the Sherwood Neighborhood to host a 5K/Block Party on Saturday, September 7th from 3:00 p.m. -8:00 p.m. Rain date is Sunday, September 8th. The race and block party will be centered at approximately 10 Surrey Lane. The Kids Fun Run will take place from approximately 4:00 p.m. - 5:00 p.m down the length of Surrey Ln. Potluck style dinner, bouncy houses, and potential outdoor movie will follow. Event will end no later than 8:00 p.m. We would like to request cones or a barricade on Surrey Ln where it meets Doncaster Rd.

Please let me know if you have further questions.

Sincerely,

LaurenFishman
[4 Avon Lane](#)
[Natick, MA 01760](#)
508-315-3044

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

Wed, Jul 3, 2019 at 5:19 PM

Brian, this is the response I got about the Sherwood Neighborhood Block Party. I know you had concerns about not having enough equipment and it being scheduled for Natick Days. Let me know what you think. Just to let you know, I will be on vacation starting 7/8, returning 7/22, but Donna will be back next week. I'll copy her on this email.

[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



Donna Donovan <ddonovan@natickma.org>

Fwd: Block party

1 message

Patricia O'Neil <poneil@natickma.org>
To: Donna Donovan <ddonovan@natickma.org>

Fri, Jul 5, 2019 at 11:42 AM

Donna this can go on 7/22 agenda

----- Forwarded message -----

From: **Brian Lauzon** <lauzon@natickpolice.com>
Date: Fri, Jul 5, 2019, 8:19 AM
Subject: Re: Block party
To: Patricia O'Neil <poneil@natickma.org>

Trish,

We would recommend approval by the BOS with the following stipulations:

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

Additionally:

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

Reminder:

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

Respectfully,

Lt. Brian G. Lauzon

On Wed, Jul 3, 2019 at 5:20 PM Patricia O'Neil <poneil@natickma.org> wrote:

Brian, this is the response I got about the Sherwood Neighborhood Block Party. I know you had concerns about not having enough equipment and it being scheduled for Natick Days. Let me know what you think. Just to let you know, I will be on vacation starting 7/8, returning 7/22, but Donna will be back next week. I'll copy her on this email.

----- Forwarded message -----

From: **Lauren Fishman** <laurenafishman@yahoo.com>
Date: Wed, Jul 3, 2019 at 5:15 PM
Subject: Block party
To: poneil@natickma.org <poneil@natickma.org>

Hi Trish,

See below for our corrected letter. We are going to proceed with September 7th even though it's Natick Days. Our event does not start until 3 and we really only need one barricade/set of cones. Let me know if it's an issue. Thanks.

June 17, 2019

Board of Selectmen
Natick Town Hall
13 E. Central St.
Natick, MA 01760

Dear Board of Selectmen,

This letter is to request permission for the Sherwood Neighborhood to host a 5K/Block Party on Saturday, September 7th from 3:00 p.m. -8:00 p.m. Rain date is Sunday, September 8th. The race and block party will be centered at approximately 10 Surrey Lane. The Kids Fun Run will take place from approximately 4:00 p.m. - 5:00 p.m down the length of Surrey Ln. Potluck style dinner, bouncy houses, and potential outdoor movie will follow. Event will end no later than 8:00 p.m. We would like to request cones or a barricade on Surrey Ln where it meets Doncaster Rd.

Please let me know if you have further questions.

Sincerely,

LaurenFishman
4 Avon Lane
Natick, MA 01760
508-315-3044

--

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

ITEM TITLE: Approve Block Party for Erlandson Road
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	7/18/2019	Cover Memo
Police Recommendation	7/18/2019	Cover Memo



Donna Donovan <ddonovan@natickma.org>

Block Party road closure request

1 message

'Kyla P'an' via Selectmen <selectmen@natickma.org>

Mon, Jul 8, 2019 at 9:43 PM

Reply-To: Kyla P'an <kylarpan@icloud.com>

To: selectmen@natickma.org

Cc: Lauren Digiandomenico <laurendigian@gmail.com>

Dear Selectmen,

The residents of Erlandson Rd kindly implore that our request for a road closure, from the intersection of Erlandson Rd and Border Rd to the intersection of Erlandson Rd and Traverse, for the purpose of a block Party to be held on Saturday evening, 7/27 from 4-9p, be added to your 7/22 meeting agenda for consideration.

With gratitude,

Kyla P'an

Sent from my iPhone



Donna Donovan <ddonovan@natickma.org>

Re: Block Party road closure request

1 message

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

Tue, Jul 9, 2019 at 12:32 PM

Donna,

After review we would recommend approval with the following stipulations:

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

Additionally:

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

Reminder:

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

Respectfully,

Lt. Brian G. Lauzon

On Tue, Jul 9, 2019 at 10:59 AM Donna Donovan <ddonovan@natickma.org> wrote:

Thank you

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

----- Forwarded message -----

From: '**Kyla P'an**' via **Selectmen** <selectmen@natickma.org>
Date: Mon, Jul 8, 2019 at 9:43 PM
Subject: Block Party road closure request
To: <selectmen@natickma.org>
Cc: Lauren Digiandomenico <laurendigian@gmail.com>

Dear Selectmen,

The residents of Erlandson Rd kindly implore that our request for a road closure, from the intersection of Erlandson Rd and Border Rd to the intersection of Erlandson Rd and Traverse, for the purpose of a block Party to be held on

Saturday evening, 7/27 from 4-9p, be added to your 7/22 meeting agenda for consideration.
With gratitude,
Kyla P'an

Sent from my iPhone

ITEM TITLE: Approve Banner for Riverbend School

ITEM SUMMARY:

ATTACHMENTS:

Description

Request: 10/21-10/27/19

Upload Date

7/18/2019

Type

Cover Memo



Donna Donovan <ddonovan@natickma.org>

Fwd: Open house banner

1 message

Christian McPherson <cmcpherson@rvbs.org>
To: ddonovan@natickma.org

Mon, Jul 8, 2019 at 9:20 AM

Kind Regards,
Christian



**RIVERBEND
SCHOOL**

Christian McPherson | cmcpherson@rvbs.org
Riverbend School | Marketing & Communications Manager
39 Eliot Street, Natick, MA 01760 | 508.655.7333 x127 | riverbendschool.org
#MontessoriPowered | Follow us on Facebook for Community Announcements!

----- Forwarded message -----

From: **Christian McPherson** <cmcpherson@rvbs.org>
Date: Mon, Jul 8, 2019 at 9:17 AM
Subject: Re: Open house banner
To: Patricia O'Neil <poneil@natickma.org>

Hi Patricia!

I hope all is well and you had a wonderful July 4th! I am reaching out today to see if our organization could book the week of October 21st - 27th or October 27th to November 2nd. Our open house is Saturday November 2nd this year!

Kind Regards,
Christian



**RIVERBEND
SCHOOL**

Christian McPherson | cmcpherson@rvbs.org
Riverbend School | Marketing & Communications Manager
39 Eliot Street, Natick, MA 01760 | 508.655.7333 x127 | riverbendschool.org
#MontessoriPowered | Follow us on Facebook for Community Announcements!

On Tue, Jul 10, 2018 at 12:03 PM Christian McPherson <cmcpherson@rvbs.org> wrote:

Hi Patricia,

Thank you so much! Our open house will be held on Saturday November 3rd. We are hoping to place the banner up on Monday the 29th and have it up until that Saturday.

Kind Regards,
Christian



**RIVERBEND
SCHOOL**

Christian McPherson | cmcpherson@rvbs.org
Riverbend School | Marketing & Communications Manager
39 Eliot Street, Natick, MA 01760 | 508.655.7333 x127 | riverbendschool.org

On Tue, Jul 10, 2018 at 10:58 AM, Patricia O'Neil <poneil@natickma.org> wrote:

Hi Christian. I can put your request on the July 23rd agenda for the Selectmen. Please just send me an email with specifics -- the date of your open and the week you are requesting. Banners are hung on Monday morning and taken down the following Monday morning, so you would be asking for Monday through Sunday.

On Tue, Jul 10, 2018 at 10:54 AM, Christian McPherson <cmcpherson@rvbs.org> wrote:

Hello Patricia,

We would like to reserve this same week for this upcoming October. Please let me know the quickest way to reserve this time and what documentation will be needed.

Kind Regards,
Christian



**RIVERBEND
SCHOOL**

Christian McPherson | cmcpherson@rvbs.org
Riverbend School | Marketing & Communications Manager
39 Eliot Street, Natick, MA 01760 | 508.655.7333 x127 | riverbendschool.org

On Thu, Aug 24, 2017 at 10:33 AM, Patricia O'Neil <poneil@natickma.org> wrote:

Hi Christian. I received your banner request and wanted to let you know that we will put your request on the 9/5/17 Selectmen's agenda. I'll be in touch shortly after that to let you know if it was approved.

On Thu, Aug 24, 2017 at 10:03 AM, Donna Donovan <ddonovan@natickma.org> wrote:

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

----- Forwarded message -----

From: **Christian McPherson** <cmcpherson@rvbs.org>
Date: Thu, Aug 24, 2017 at 9:16 AM
Subject: Open house banner
To: ddonovan@natickma.org

Hello!

My name is Christian McPherson and I am reaching out from the Riverbend School. We have historically put up an open house banner in the last week of October and would like to continue that tradition and have it put up from October 30th- November 3rd this year (in accordance to our open house November 4th). Please let us know if this time frame is available.

Kind regards,

Christian McPherson



**RIVERBEND
SCHOOL**

Christian McPherson | cmcpherson@rvbs.org
Riverbend School | Marketing & Communications Manager
39 Eliot Street, Natick, MA 01760 | 508.655.7333 x127 | riverbendschool.org

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

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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

ITEM TITLE: Reappoint Jeannine Furrer to the Historic District Commission, Term Expires 6/30/22
ITEM SUMMARY:


ATTACHMENTS:

Description	Upload Date	Type
HDC Packet	7/18/2019	Cover Memo




HISTORIC DISTRICT COMMISSION


BOARD DETAILS




OVERVIEW



SIZE 10 Seats



TERM LENGTH 36 Months



TERM LIMIT

The Historic District Act, Chapter 40C, of the Massachusetts General Laws was established in 1960 and was amended in 1975. Under the authority of this statute, Natick established its own Historic District Commission in 1974 with the concurrent establishment of the original John Eliot Historic District (plan dated 8/22/73) in South Natick. By 1979, Article 26 was passed expanding the John Eliot Historic District to its current plan (dated 8/28/75 and revised 3/1/76) and adding the Henry Wilson Historic District (plan dated 8/10/77 and revised 11/8/77) in Natick Center.



DETAILS

ENACTING RESOLUTION

ENACTING RESOLUTION
WEBSITE

Profile

Jeannine

First Name

Furrer

Last Name

jkfurrer@aol.com

Email Address

4 Eliot Street

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What Precinct do you live in? *☒ Precinct 10

Home: (508) 380-3437

Primary Phone

Mobile: (

Alternate Phone

Self

Employer

Landscape Architect

Job Title

Applicants are encouraged to attend or read the minutes of several meetings of the body to which they are applying, if possible.

Which Boards would you like to apply for?

Historic District Commission: Submitted

Are you a registered voter in the Town of Natick?☒ Yes ☐ No**Have you ever attended a Natick town meeting?**☒ Yes ☐ No**Have you ever served on a board, committee, or commission in the Town of Natick?**☒ Yes ☐ No**If yes, please list name(s) of board, committee or commissions, along with date(s) of service:**

Historic District Commission since July, 1997

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?

See some current projects through.

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

☐ Yes ☒ No

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

As a Landscape Architect and Art Historian I believe I bring something worthwhile to the discussions of Appropriateness in public open space. I have been Vice Chairman for about half the time I've served on the Commission and am currently Clerk on our busy board.

Please list any professional affiliations.

I am a registered Landscape Architect in the state of MA.

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

I have lived in South Natick for 35 years.

Applicants are encouraged to upload a resume, accepted file types are listed below.

[JEANNINE_KEITH_FURRER_LongRESUME.pdf](#)

Upload a Resume

JEANNINE KEITH FURRER

4 Eliot Street
South Natick, MA 01760
508.655.5100; 508.380.3437
jkfurrer@aol.com

EXPERIENCE

- 91-16 Jeannine Keith Furrer L.A. (Natick, MA)**
Principal
Designed and managed custom residential site design Projects.
- 97-16 Historic District Commission (Natick, MA)**
Vice Chairman and Acting Secretary
Volunteer Commissioner sworn to preserve appropriate Character in two Natick architectural resources areas.
- 91-92 Conway School of Landscape Design, (Conway, MA)**
Adjunct Professor
Taught design and critiqued graduate students' work.
- 84-91 Morgan Wheelock Incorporated, (Boston, MA)**
Associate
Managed civic, commercial and residential site design Projects with budgets of up to \$4,000,000.
- 80-84 Mason and Frey Landscape Architects, (Belmont, MA)**
Associate
Designed and managed public open space projects.
- 76-78 Cleveland Institute of Art, (Cleveland, Ohio)**
Registrar
Scheduled all students, managed Commencement.
- 74-75 Cleveland Museum of Art, (Cleveland Ohio)**
May Show Administrator
Administrator of 2,500 works of art entered and juried in This annual show.
- 73-76 Motif Editions, (London, England)**
Art Gallery Director and International Sales Representative
- 72-74 James Goodman Gallery, (New York, NY)**
Assistant Director

EDUCATION

- 79 Conway School of Landscape Design (Conway, MA)**
Master of Arts
- 71 New York University (New York, NY)**
Bachelor of Arts

CERTIFICATION

MA Registered Landscape Architect # 1125

SKILLS

Communication
Organization
Project Management
Master Planning, Site Design, Detailing and Monitoring Construction
Event Planning



HISTORIC DISTRICT COMMISSION

BOARD ROSTER



MICHAEL COLLINS

10th Term Jul 01, 2017 - Jun 30, 2020

Email: mike@dmcarch.com
Home: (508) 655-0626
Home: (774) 217-0151
Address:
9 Phillips Street
Natick, MA 01760

Appointing Authority Board of Selectmen
Position Chair



SUSANA FERNANDES

2nd Term Jul 01, 2019 - Jun 30, 2022

Email: susanamtf@verizon.net
Home: (508) 655-0510
Mobile: (617) 388-3601
Address:
5 Bradford Road
Natick, MA 01760

Appointing Authority Board of Selectmen
Position Member



JEANNINE FURRER

8th Term Jul 01, 2016 - Jun 30, 2019

Email: jkfurrer@aol.com
Home: (508) 380-3437
Address:
4 Eliot Street
Natick, MA 01760

Appointing Authority Board of Selectmen
Position Member



MATTHEW LABRIE

1st Term Apr 16, 2019 - Jun 30, 2022

Email: matt1tom@gmail.com
Mobile: (508) 304-5409
Address:
82 West Central Street
Natick, MA 01760

Position Member



CHRISTOPHER MILFORD

6th Term Jul 01, 2018 - Jun 30, 2021

Email: cmilford@mfa350.com
Business: (781) 431-2400
Address:
3 Badger Avenue
Natick, MA 01760

Appointing Authority Board of Selectmen
Position Member



BARBARA SHENKER

1st Term Nov 14, 2018 - Jun 30, 2021

Email: barbshenk@aol.com
Home: (508) 655-6641
Home: (617) 791-6373
Address:
16 Walden Drive, Unit 18
Natick, MA 01760

Appointing Authority Board of Selectmen
Position Member



MELISSA SULLIVAN

1st Term Oct 30, 2017 - Jun 30, 2020

Email: melissa.sullivan@commonmoves.com
Mobile: (857) 383-1687
Address:
42 Winter Street
Natick, MA 01760

Appointing Authority Board of Selectmen
Position Member



VACANCY

Position Alternate Member



VACANCY

Position Alternate Member



VACANCY

Position Alternate Member

ITEM TITLE: Saviano Bros. Proclamation

ITEM SUMMARY:

ITEM TITLE: Approve Meeting Minutes

ITEM SUMMARY: 3/4/19; 3/25/19; 4/1/19; 4/29/19; 5/13/19; 5/28/19; 6/3/19; 6/10/19

ATTACHMENTS:

Description	Upload Date	Type
3/4	7/18/2019	Cover Memo
3/25	7/18/2019	Cover Memo
4/1	7/18/2019	Cover Memo
4/29	7/18/2019	Cover Memo
5/13	7/18/2019	Cover Memo
5/28	7/18/2019	Cover Memo
6/3	7/18/2019	Cover Memo
6/10	7/18/2019	Cover Memo

BOARD OF SELECTMEN – TOWN OF NATICK

DRAFT MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

March 4, 2019

6:00 PM

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

ALSO PRESENT: Town Administrator Melissa A. Malone and Executive Assistant Trish O'Neil

ABSENT: None.

The Chairman called the meeting to order at 6:08 p.m., noting that a quorum was present and that the meeting had been duly posted. The Chairman further announced that the meeting was being recorded by Pegasus. The Chairman requested a motion to enter into Executive Session to discuss matters [NPOA, Executive Session Minutes, and Electricity Aggregation] with the Chair announcing that discussion of Executive Session matters in Open Session would have a detrimental effect on the Board of Selectmen's negotiating position and the Town's interests. Moved by Mr. Hickey, seconded by Ms. Salamoff, moved to enter into Executive Session and, by a roll call vote, all Board Members voted in favor of the motion. The roll call vote was as follows:

Mr. Hickey	Yes
Ms. Salamoff	Yes
Mr. Freedman	Yes
Ms. Mistrot	Yes
Mr. Jennett	Yes

The Board entered into Executive Session at 6:12 p.m., the Chair announcing that the meeting would return to Open Session at approximately 7:00 p.m.

Open Session reconvened at 7:32 p.m. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country. |

ANNOUNCEMENTS:

Jillian Wilson-Martin, Sustainability Coordinator, announced the launch of new program in collaboration between the Council on Aging, the Sustainability Committee and volunteers from Renewable Natick - a grant program to help Natick senior citizens save money and be more comfortable in their home. The program seeks to help seniors participate in the Mass Save Program. Income eligibility applies. Informational sessions scheduled for later this month, and Eversource representatives will be there to explain the Mass Save

program. If interested, contact Karen Edwards at (508) 647-6540. Ms Wilson-Martin also announced that the Town would be procuring electricity through its aggregation program again soon, and will return on March 18th to share the history of the program and outline options moving forward. A public presentation will also be made at the Community Senior Center and the Morse Institute Library, and will be posted on line.

Ted Fields, Senior Planner, provided a brief update on new events that Community and Economic Development Department is assisting with - Natick International Film Festival in 2019, Natick Center Porch Fest, and "For the Love of Natick" – a call for permanent art in Natick Center. Mr. Fields provided an explanation of these initiatives, including timelines.

Anthony Comeau, Water & Sewer Division Supervisor, provided an update on the Town's new "Watersmart" program. Funding was received at a previous Town Meeting, launching natickma.watersmart.com. This is a web-based portal that collects meter reads and water related information. It provides access to monthly water meter reads and usage history, billing history, and online pay. It also provides instructions on how to find leaks and suggestions about water conservation. An official letter will be sent to residents welcoming them to the program and informing them how to sign up. There is no cost to sign up and is an "opt-in" program. State grant money will be used to help spread the word.

Mr. Hickey read an announcement seeking applicants for the Town Counsel Screening Committee. Interviews scheduled for March 18, 2019

Ms. Malone announced that Mr. Eric Henderson has been hired as the Town's new Tax Assessor.

Ms. Malone thanked the Department of Public Works for its response to the recent (13") snowstorm.

RESPONSE TO CITIZEN'S CONCERNS:

Ms. Mistrot recounted that Ms. Corey Spaulding had addressed the Board at a prior meeting (February 19, 2019) regarding PTO donations and requesting that the Audit Advisory Committee (a volunteer committee) come forward so she could ask questions. Ms. Mistrot explained that this is not the purview of the Board. She then read excerpts from a letter sent to Ms. Spaulding in 2017, which was shared at Finance Committee last week and prepared by Cathi Collins, then Finance Committee Vice Chair. Ms. Mistrot indicated that the letter provides cogent information as to how PTO donations are accepted by the Town. During Ms. Spaulding's appearance on February 25, 2019, she raised unspecified safety concerns in which Chief of Police was involved. This was determined to be related to litigation between Natick Public Schools and Ms. Spaulding, and was resolved by that process so nothing further to investigate.

CITIZEN'S CONCERNS

Ms. Corey Spaulding again raised concerns regarding PTOs, suggesting they were illegally soliciting money because they were not properly registered at the time they were engaged in fund raising activity. Ms.

Spaulding inquired who would be in control of that. Ms. Mistrot asked whether Ms. Spaulding was requesting minutes of PTOs. Ms. Spaulding indicated that (prior NPS Superintendent) Dr. Sanchioni had restricted her contact. Ms. Mistrot indicated that the Board would not advocate for Ms. Spaulding in this matter.

Rev Ian Mevorach, minister of the Common Street Spiritual Center, appearing as part of Renewable Natick, a grass roots campaign to bring town to 100% renewable energy future, urged the Board to adopt an aggressive approach to combating climate change, including in the context of its upcoming decision on electricity aggregation. Ms. Mistrot thanked Rev. Mevorach, and invited him to return on March 18, 2019.

Dr. Donna McKenzie: Precinct 3, and Member of the School Committee, shared her appreciation for the job Natick DPW did clearing the streets after the recent snowstorm. She also reminded residents needing snow removal assistance that they can contact the School Department, which has a Superintendent Service Brigade comprised of NPS students willing to volunteer.

Josh Ostroff, in his capacity as a member of the Executive Committee of YES for Natick, announced an event on March 13, 2019 called "Town Budget 101" at the Morse Institute Library at 7:00 p.m. In his personal capacity he also indicated he was here to "stand up for" for Town employees and volunteers in the face of "baseless claims" made by certain individuals. He also expressed concern for time and money spent on such claims.

Corey Spaulding stated that her family has spent more money and resources dealing with the exclusion of herself and her child. She questioned why her child has been excluded. She indicated that she was notified by a Metrowest Daily News reporter that Dr. Nolin had spoken regarding the Spaulding Family, and that she (Ms. Spaulding) was struck by the teachers experiencing emotional distress and portrayed as victims.

APPOINTMENTS

Middlesex Vocational Technical School (Keefe Tech) – Mr. Freedman observed that while these are voluntary appointments, one of the candidates is his wife. He has no financial interest in the matter, but will recuse himself from the vote and conversation so there is no potential for an appearance of conflict. Mr. Freedman left the meeting at 8:19 p.m.

Elizabeth Smith-Freedman, candidate for Keefe Tech appointment, introduced herself. She has been in higher education for 20+ years and is interested in alternate pathways in education, including other options to college. She would like to be a part of that and see what she can do to help spread the word. Ms. Salamoff and Mr. Hickey thought she would great candidate for this role. Mr. Jennett agreed. Ms. Salamoff summarized Ms. Smith-Freedman's educational and professional background. Mr. Hickey moved to appoint Ms. Smith-Freedman to the term expiring June 30, 2020. Ms. Salamoff seconded the motion. 4-0-0 approval.

Ruth Mori, candidate for Keefe Tech appointment, introduced herself. She is a Keefe Tech graduate, and her brother is as well. All three of her kids graduated from vocational school, including two from Keefe. She wants to continue to help support Keefe. Mr. Jennett moved to appoint Ms. Mori to the term expiring June 30, 2021. Mr. Hickey seconded the motion. 4-0- 0 approval.

Cathi Collins: Thanked the two individuals who stepped up for the Keefe Tech board, and the Board of Selectmen for taking this up in expeditious manner. She thinks very highly of Keefe Tech and its people.

Robert Hirsh applied for a position on the Natick Cultural Council (term ending June 30, 2021). He is a six-year resident of Natick, and recently retired. Mr. Jennett moved to appoint Mr. Hirsh, and Ms. Salamooff seconded the motion. 5-0-0 approval.

REQUESTED ACTION

Approve Change in Ownership for Five Guys Burgers and Fries – Moved by Mr. Freedman, seconded by Mr. Jennett, 5-0-0 approval.

Approve Livery License Application - David Grancell - Natick resident. Private luxury limo service. Moved by Ms. Salamooff, seconded by Mr. Jennett, 5-0-0 approval.

Public Hearing (continued from 2/19/19): Eversource Grant of Location-Sunshine Ave/Oak Street for St. Mark Coptic Church, Rectory, & School – The Public Hearing will be continued to the 3/18/19 Selectmen's Meeting.

Approve Request to Occupy a Public Way - Cramer Company - 3/6 and 3/7/19 – Mr. Scott Palmer appeared on behalf of Cramer Company, a creative agency. Seeking to occupy spaces in front of Common Café to shoot a commercial. Discussion of safety and need to coordinate with Lt. Lauzon. Moved by Mr. Jennett, seconded by Ms. Salamooff, 5-0-0 approval.

DISCUSSION AND DECISION AND BOARD OF SELECTMEN UPDATES

Fiscal Year 2020 Budget Update & Board of Selectmen Recommendation:

Ms. Malone updated the Board and the public on health care expenses and revenue projections. Mr. Townsend gave a presentation. Discussion regarding fringe benefits, merit and performance increases, including amount budgeted therefor. Merit increases have been completed for FY 2019. Summary of health care budget and estimated costs for health benefits for FY 20. Ms. Malone explained the variety of plans offered, and that Fallon is the predominant choice. Mr. Chenard working hard to represent Natick's interests at West Suburban Group.

Revenue updates: PAYT bag fee increase – addl revenue of \$242K. Parking: \$40K increase in revenue. Alcoholic Beverage Licenses: \$50K increase in revenue. State Aid: \$312K in additional revenue. Investment income: Bond investment income. On 12/7, we did largest borrowing ever for town to help finance w Natick fire station and KMS – \$95 million bond offering. So we doubled the amount of money Natick has outstanding. But it provided us with an opportunity to invest bond proceeds. Based on information from banks, the investment of those bond proceeds along with corresponding timeline we received from construction experts on the KMS and WNFS projects, we can increase investment income to \$1.4 million,

increasing net change by \$950K (1x revenue). We are investing the money and as it is being used and needs to be paid to contractors, other monies are reinvested. We have taken into acct arbitrage and continue to work with financial experts to ensure we don't hit that ceiling. Fee increases and state aid gives us approximately \$1.4M of revenue that we have for one-time uses. The largest amount of that \$1.4M is 950K of investment income, which will drop off as projects are being done. So now we have extra room in budget and I would like to propose looking at this as an opportunity to bring communities together to have a 50/50 split so both schools and town can invest on items they need.

Ms. Mistrot inquired as to where savings of \$144K in health care savings is reflected. Mr. Townsend indicated it is not really revenue, but we are just readjusting our estimates. So we will have more to spend. MM: We have not invested yet – we will be investing ASAP. Ms. Mistro indicated that the schools need to know what they have to work with. Schools have to vote a number Monday and go to Finance Committee on March 12, 2019. Board discussion with Town Administration regarding use of the \$1.4M. Ms. Salamoff asked for clarification as to latest proposed percentage increase for schools? Ms. Malone indicated 4.4% (3.7% on municipal side).

MM: 3.35% was proposed for school. Got health care numbers last week. Now it's 4.4%. This is the public sharing of that estimated new revenue, approx \$1.4 million. RJ: Have there been discussions with schools about this? MM: Yes.

Mr. Freedman expressed concerns regarding use of \$950K nonrecurring revenue. Ms. Malone indicated it gives the community time to plan, but that we are at a crossroads and need to find a way forward.

Mr. Freedman inquired about projections for investment income over the next 2 and 3 of construction. Mr. Townsend explained that we are using a laddering concept for these investments. Most of laddering takes place in first year – 2019 and 2020, so that's where most of it is. It's hard to project what we will have in 2021 – probably about \$300K, but a lot depends on what rates are when we reinvest. Further Q&A regarding investment strategy and use of free cash.

Ms. Mistrot expressed concerns about transparency and trust. With budget is as tight as it is, when we throw out \$145K – it's there, it's not there – decisions still have to be made. But half of that is a teacher than can be hired. We have asked NPS to look at their fee structures to see if they can create revenue in their world, and part of that would be what they think is coming through a town appropriation. Ms. Mistrot also expressed concern about being overly cautious on use of free cash.

Henry Haugland, member of the public expressed distress at the conversation, arguing that the Town Administrator pulled a budget number out of the air. Expressed concern for impacts on children.

Cathi Collins, member of the public, questioned whether bond proceeds have been earning interest since December. Expressed concern that questions she raised earlier in the year are still not answered. Indicated that budget decisions need to be made soon, and starting to lose confidence.

Ms. Malone, in response to request for explanation from Ms. Mistrot: Prior to this year, our investment income has been between \$2-300K. We built half a million into prelim budget. Through laddering, we had 9 banks we looks at and compared rate to figure out where we could maximize. Between time we received proceeds and Friday, it was invested and we have been looking to optimize it. It would not have yielded us additional money.

Mr. Hickey asked for clarity from Ms. Malone regarding arrival of bond proceeds and actions to date, including what was shared regarding interest projections.

Lisa Tabenkin, Chair of the School Committee, expressed gratitude for good news on interest income and other revenue updates. Reiterated need for clarity needed with deadlines approaching for NPS budget-related meetings and decisions.

Director of Public Works: Paving Study; Pedestrian Accessibility Study; Unaccepted Roadways - Bylaw Language and Selectmen Policy

Mr. Marsette and Mr. Chenard led the presentation. At the outset, with many members of the public clearing the room following the school budget discussion, Mr. Hickey invited them to stay as Town roadways are an important piece of seeing the Town as a whole.

Mr. Marsette gave paving presentation and explained timing and cycle for updating by staff. Questions about unaccepted roads, magnitude of issue, process for accepting, etc. Mr. Marsette provided explanation of various options.

Mr. Landry, Lincoln St Ext. Concerns with condition of his road. Asked a number of questions about decision making, budget, etc.

Mr. Pancere, 47 Fiske St: Very confused about excise tax. Concerned with condition of his road and surrounding roads.

Ms. Mistrot asked about options for interim repairs/resurfacing.

Mr. Ridge, Fiske St.. Reiterated concerns about condition of his road. Thanked Ms. Mistrot for visiting his neighborhood to view conditions first-hand.

Ms. Malone spoke about excise tax numbers, and how monies are used.

Dr. McKenzie, Bulsar Road (near Fiske St.). Expressed concerns with road conditions.

Mr. McCohen, Fiske St: Concerns with road conditions.

Ms. Mistrot described the issue as a Board policy decision, and a question of what we want to do about it. We have a responsibility to taxpayers. Feels we are not spending enough to maintain the roadways. We will be talking capital articles on March 14, 2019. We have major roadways we are funding now so we are trying to balance everything. Have to think of a way forward to figure out how to balance things and address your concerns but still do all the other things we have to do.

Ms. Salamoff would like to have the Board discuss streets in poor condition and how to pay better attention to them going forward.

Ms. Mistrot indicated that work has been taking place regarding potential language dealing with unaccepted streets. Anticipates further discussion at upcoming meeting(s).

2019 Spring Annual Town Meeting: Review of Warrant Articles

No capital discussion tonight. Meeting on the 14th:

Board discussed which Articles to discuss at future meeting, and to set expectations for presenters (e.g., how much time proponents will have to make presentation).

Massachusetts Municipal Association Annual Meeting and Trade Show Recap – Four Selectmen attended (all but Ms. Mistrot). Ms. Salamoff explained that Members attended a myriad of workshops and speeches that were all beneficial to our education as Selectmen to better serve community. Report is posted on Novus.

Age-Friendly Community Status – Ms. Salamoff read statement proposing that Natick seek age friendly status in MA and ask Council on Aging and COA Board to take lead to advise Board of Selectmen on steps needed to become a certified age friendly community. SS moved. Board members raised questions about the status, what it entails, etc. Mr. Freedman indicated he would like to know the pros and cons, requirements, etc. Mr. Hickey moved to request COA and COA Board to educate the BOS on steps involved and details of status. Mr. Jennett seconded the motion. 5-0-0 approval.

SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

CONSENT AGENDA

Mr. Hickey read the Consent Agenda. Mr. Hickey asked to remove (postpone) item _____ regarding approval of minutes from the Consent Agenda. The Chair asked for a motion to approve the remainder of the Consent Agenda. Moved by Jennett and seconded by Mr. Freedman, the Board voted unanimously to approve the Consent Agenda, excluding the item(s) removed and conditional upon the fulfillment of all recommendations from Town Agencies and/or Departments. 5-0-0.

TOWN ADMINISTRATOR NOTES

None.

SELECTMEN'S CONCERNS

Ms. Salamoff requested that the Board establish a means-tested senior property tax exemption committee at one of our next two meetings.

CORRESPONDENCE

Selectmen's Correspondence:

Town Administrator's Correspondence

ADJOURNMENT

On a motion by Mr. Jennett, seconded by Mr. Hickey, the Board unanimously voted to adjourn the Board of Selectmen's Meeting at 12:08 a.m.

Jonathan Freedman., Clerk

March 4, 2019 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on _____,
2019

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

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

March 25, 2019

7:00 PM

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

ALSO PRESENT: Town Administrator Melissa A. Malone and Executive Assistant Trish O'Neil

The Chairman called the meeting to order at 7:00 p.m., noting that a quorum was present and that the meeting had been duly posted. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

ANNOUNCEMENTS:

Ms. Salamoff and Mr. Hickey attended the celebration of the 100th anniversary of the American Legion.

Ms. Mistrot attended the Eagle Scout Ceremony for Ben Jennings.

CITIZEN'S CONCERNS

Ms. Salamoff reminded people that tomorrow is Natick's local election and the polls will be open from 7:00 a.m. to 8:00 p.m.

DISCUSSION AND DECISION

A. Approve 2019 Goals

Ms. Mistrot stated that the goals were changed from fiscal year to calendar year to align with the timing of the budget process and the Town Administrator's evaluation. This also allows the existing Board to weigh in on the TA's evaluation prior to the Town election. Ms. Mistrot stated that on Ms. Malone's recommendation the Board is focusing on values and vision as the basis for goals. Mr. Hickey spoke of the purpose for having visions and values for administration and the Selectmen. Mr. Hickey also stated that each Board member provided him with his or her own visions and value "themes" which he drafted into one document. Upon Ms. Salamoff's request, Mr. Hickey read the Values and Visions. In summary, the Board values smart growth and economic development, quality of life for all, financial predictability, and community governance and engagement.

On a motion by Ms. Salamoff, seconded by Mr. Hickey, the Board unanimously voted to approve the adoption of Values and Vision for the Basis of Goals for 2019.

B. Town Administrator Evaluation

Ms. Mistrot stated that a summary document of Ms. Malone's 2018 evaluation was available to the public on Novus Agenda and a full evaluation document is available for public review in the Selectmen's office upon request. Ms. Salamoff commented that the bonding of West Natick Fire Station and Kennedy Middle School should be on the list of Town objectives that Ms. Malone was instrumental in achieving.

Ms. Mistrot thanked Ms. Malone for working with them to make the evaluation process transparent as required by the Town's by-laws and charters. Mr. Hickey stated that Ms. Malone made many accomplishments in her short time here and the Board is strongly invested in her long term success.

On a motion by Mr. Hickey, seconded by Ms. Salamoff, the Board unanimously voted to approve the Town Administrator's 2018 performance evaluation.

Ms. Malone thanked the Board for their thoughtful process during her 7 months here and stated she is looking forward to meeting the challenges of the Town in a positive manner.

SELECTMEN'S CONCERNS

Recognizing Ms. Mistrot's last meeting as a member of the Board of Selectmen, Ms. Salamoff read a resolution honoring Chairman Mistrot and recognizing her many years of service and commitment to the Town. Board members spoke to Ms. Mistrot's dedication.

ROLL CALL VOTE TO ENTER INTO EXECUTIVE SESSION

Ms. Mistrot requested a motion to enter into Executive Session to discuss matters pertaining purpose 3: to discuss strategy with respect to collective bargaining and litigation, where an open meeting may have a detrimental effect on the bargaining and litigation position of the public body. Mr. Hickey, seconded by Ms. Salamoff, moved to enter into Executive Session and, by a roll call vote, all Board Members voted in favor of the motion. Roll call vote was as follows:

Chairman Mistrot	Yes
Mr. Hickey	Yes
Ms. Salamoff	Yes
Mr. Jennett	Yes
Mr. Freedman	Yes

The Board entered into Executive Session at 6:42 p.m

Ms. Mistrot announced that the Board would not be returning to open session and they would be adjourning from executive session.

Jonathan Freedman, Clerk

The March 25, 2019 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on _____, 2019

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

<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=645&MinutesMeetingID=-1&doctype=Agenda>

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BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

Edward H. Dlott Meeting Room

Monday, April 1, 2019

6:00 PM


PRESENT: Chair Michael J. Hickey, Jr.; Vice Chair Susan G. Salamoff; Clerk Jonathan H. Freedman (arrived after Executive Session when Open Session was reconvened); Karen Adelman-Foster; Richard P. Jennett, Jr.; Town Administrator Melissa Malone; and Executive Assistant Trish O'Neil

The Chairman call the meeting to order at 6:00 p.m., noting that a quorum was present and the meeting had been duly posted. Mr. Hickey further announced that Pegusus were recording the meeting.

Roll Call Vote to Enter Executive Session

Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 4-0-0, confirmed by a roll call vote, to enter Executive Session to discuss the following:

- A. Purpose 3: To discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the Chair so declares:
 - a. Deputy Fire Chiefs' Association
 - b. International Association of Firefighters Local 1707

 Purpose 10: To discuss trade secrets or confidential, competitively-sensitive, or other proprietary information: Electricity Aggregation Program

Roll call vote was as follows:

Mr. Hickey	Yes
Ms. Salamoff	Yes
Ms. Adelman-Foster	Yes
Mr. Jennett	Yes

Open session reconvened at 7:15 p.m. The Pledge of Allegiance was recited and a moment of silence was observed.

Mr. Hickey welcomed Karen Adelman-Foster, the newest member of the Board of Selectmen, as well as Rick Jennett, serving his third term, and Sue Salamoff, serving her second current term in addition to her previous two terms.

3. ANNOUNCEMENTS

A. Arbor Day Proclamation-A. Goodhind

The Tree Warden asked that the Board proclaim 4/26 as Arbor Day in Natick – an important requirement of the Tree City USA Award. A tree will be planted at the corner of South Main and Cottage. Mr. Freedman read the Arbor Day Proclamation aloud. Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 4-0-0 to adopt the proclamation.

B. Curbside Composting

Mr. Freedman read a notice from Natick Neighbors Compost inviting residents to participate in their program.

4. CITIZENS' CONCERNS

None.

5. REQUESTED ACTION

A. Public Hearing: Nordstrom's

Mr. Freedman read the Public Hearing Notice aloud. Moved by Mr. Freedman and seconded by Mr. Jennett, the Board voted 5-0-0 to open the Public Hearing. After discussion and seeing no comments from the Public regarding the alteration of premises, Mr. Jennett, seconded by Ms. Salamoff, moved to close the Public Hearing and the Board voted 5-0-0 to do so.

2. Approve Alteration of Premises: Moved by Mr. Freedman and seconded by Mr. Salamoff, the Board voted 5-0-0 to approve the alteration of premises.

3. Approve change in "DBA" (Doing Business As): Moved by Ms. Salamoff and seconded by Mr. Freedman, the Board voted 5-0-0 to approve the change in DBA.

B. Public Hearing: Anthonys Coal Fired Pizza-Approve Change in Beneficial Interest

Mr. Freedman read the Public Hearing Notice aloud. Moved by Mr. Freedman and seconded by Mr. Jennett, the Board voted 5-0-0 to open the Public Hearing. After discussion and seeing no comment from the Public, Mr. Jennett, seconded by Ms. Salamoff, moved to close the Public Hearing, which was approved by a vote of 5-0-0. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to approve the change in beneficial interest.

C. Approve Safety Committee Recommendation to Change Address of AmVets Post 79 from 1 Superior Drive to 79 Superior Drive: Moved by Ms. Salamoff and seconded by

Mr. Jennett, the Board voted 5-0-0 to schedule a Public Hearing regarding a change of address.

6. APPOINTMENTS

A. Gerry Billings: Interview for Appointment to the Community Services Advisory Board Term Expires 6/30/2021: Postponed (Mr. Billings was unable to attend this evening).

B. Michael Frechette: Interview for Appointment to the Historical Commission Term Expires 6/30/21: Moved by Ms. Salamoff and seconded by Ms. Adelman-Foster, the Board voted 5-0-0 to appoint Mr. Frechette for a 36-month term ending in 2021.

7. BOARD OF SELECTMEN UPDATES

A. **Facilities Director Update:** Mr. Hickey noted that the position has been vacant since last summer. According to Ms. Malone, on 12/17/18, she thought the Town had a tentative agreement with the School Superintendent and the School Committee for a job description entitled Director of Facilities Management/Strategic Capital Partnerships, which involved an expansion of duties to include capital projects, from the old Facilities Director's job description and a new reporting structure, with the position answering only to the Town Administrator (as opposed to the old structure, in which the position reported to the Town Administrator and the School Superintendent). The new job description was provided to the Personnel Board, which approved it at a grade 5, with plans to post the vacancy on 12/21/19. The School Committee then rejected the new job description and proposed reporting structure. Subsequently, the Director of Human Resources for the School Department posted the old job description with a salary range of \$95,000-\$110,000. Ms. Malone noted that the salary was adjusted lower because the prior anticipated capital project could not be initiated. Ms. Malone stated there would be a return to the old reporting structure (Town Administrator and School Superintendent) consistent with a 2016 MOU between the School Department and the Town. Superintendent Nolin and School Committee Chair Lisa Tabenkin noted that many applicants withdrew their applications, citing the low salary as the issue.

B. **Sawin House Update:** It was stated that the Sawin house Committee and Mass Audubon Society are continuing discussions to come to a mutual agreement which will allow the Town to protect the Sawin House. On a motion by Ms. Salamoff, seconded by Ms. Foster, the Board voted 4-0-0 to provide an update at the Spring Annual Town Meeting.

C. **2018 FATM Article 39:** Amend Natick Town Charter: Natick By-Laws, Natick Zoning By-Laws: Appointment and Constitution of Zoning Board of Appeals, Division and Distribution of Powers, and Assignment of Counsel: Sponsor Julian Munich spoke to the article. After some discussion, this was continued to April 16, 2019.

8. DISCUSSION AND DECISION

A. Municipal Electricity Aggregation Program: Sustainability Coordinator, Jillian Wilson Martin spoke to this matter. Ms. Martin stated that the current contract ends in July and a

new supplier needed to be procured this Spring. On a motion by Ms. Foster, seconded by Mr. Jennett, the Board voted 4-0-1 to allow the Town Administrator or her designee to sign a contract in April for a term of no more than eighteen months for the Natick Green Plan with up to 10% additional renewable energy and a Super Green Plan of 100% renewable energy and an opt down plan of 14% of renewable energy. The default rate will move from 5% additional green to 10% additional green and can opt up to 100% renewable option. Mr. Freedman stated that he supported the motion but sustained from voting because he was not present for all of the discussion.

B. 2019 Spring Annual Town Meeting Articles

1. Article 4: Personnel Board Classification and Pay Plan: On a motion by Ms. Salamoff, seconded by Mr. Jennett, the Board voted favorable action on Article 4.
2. Article 26: Amend Definition of "Dog Kennel" as Used in Zoning Bylaws: Sponsor Saul Beaumont spoke to the article. Mr. Hickey stated that the Board was not prepared to vote this article this evening and it would be continued to a future date.
3. Article 27: Amend Dog Kennel Zoning: Pam Teja of 3 Brook Street spoke to the article. Mr. Hickey stated that the Board was not prepared to vote this article this evening and it would be continued to a future date.
4. Article 15: Capital Improvement
 - Emergency Waiver - Tonka Filter System - Water & Sewer Division Supervisor Anthony Comeau spoke to this article explaining the problems they encountered with the Tonka Filter System. Ms. Malone stated that she would ask the Board approve advancing the funds until a bond can be issued rather than borrowing the funds for the repairs. No action by the Board was necessary.
 - South Main Street - Town Engineer Bill McDowell informed the Board that the South Main Street project estimate is currently \$4,031,979 based on a 50% design plan which is in excess of the \$3.5M being requested for construction at Spring Town Meeting. Mr. McDowell's recommendation is that this portion of the article be removed from the Spring Town Meeting and the project can be re-evaluated and then an article can be placed on the Fall Town Meeting. On a motion by Mr. Jennett, seconded by Mr. Freedman the Board voted 4-0-1 to support the removal of the South Main Street project from Article 15 at 2019STM. Ms. Adelman-Foster abstained.

C. Town Counsel Study Committee Discussion – This discussion was postponed to the following meeting.

D. Administrative Retreat - Chairman Hickey asked Board members to think about how much interest they have in an administrative retreat and what dates they prefer. More discussion will be taken up at the meeting of 4/17/19.

E. Board of Selectmen Committee Assignments - Chairman Hickey asked the Board members to look at the current vacancies and provide him with their preferences on which ones they would like to serve by the next meeting.

9. SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

Ms. Salamoff informed the Board that the Affordable Housing Trust Fund is working on a housing production plan and Natick Center Associates is holding their annual fundraiser on April 6th.

Mr. Freedman commented that the Kennedy Middle School groundbreaking event was held last week and thanked Mr. Hickey for representing them at the event.

10. **CONSENT AGENDA** – On a motion by Ms. Salamoff, seconded by Mr. Jennett, the Board voted 5-0-0 to approve the following items:

- A. License Renewals
 - 1. Billiards
 - 2. Junk Dealers/Collectors
 - 3. Taxi Cabs/Livery
- B. Flammable Storage Registrations
- C. The resignation of Richard Brenneman from the Community Services Advisory Committee
- D. The resignation of Nancy Nottonson from Historic District Commission
- E. Exemption from Town By-Laws, Chapter 41, Section 4
 - 1. Lauren Meurer - Teen Center Coordinator / Instructor II
 - 2. Dominique Fortini - Paraprofessional Educator / ASAP Instructor
 - 3. Erica Seely - Paraprofessional Educator / ASAP Lead Instructor
- F. Parade Permit for ALS Tri-State Trek on 6/21/19
- G. Board of Selectmen Office Hours
- H. Request to Close Common Street for Earth Day Festival - 4/28/19
- I. Weekly Warrant Review - 3/25/19
- J. Meeting Minutes - 3/7/19

11. **ADJOURNMENT** – On a motion by Mr. Jennett, seconded by Mr. Freedman, the Board unanimously voted to adjourn at 11:51 p.m.

Jonathan Freedman, Clerk

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

<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=642&MinutesMeetingID=60&doctype=Agenda>

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

April 29, 2019

6:00 PM

PRESENT: Chairman Michael J. Hickey, Jr., Vice Chair Susan G. Salamoff, Clerk Jonathan Freedman, Member Richard P. Jennett, Jr., and Member Karen Adelman-Foster (arrived at 7:13 p.m.)

ALSO PRESENT: Town Administrator Melissa A. Malone and Executive Assistant Trish O'Neil

The Chairman called the meeting to order at 6:08 p.m., noting that a quorum was present and that the meeting had been duly posted, The Chairman further announced that the meeting was being recorded by Pegasus.

The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

ANNOUNCEMENTS:

Mr. Freedman made the following announcements:

1. Clean Your Attic Recycling Day will be held on 5/4/19.
2. MassDOT will be holding a Capital Investment Plan public meeting on May 29th at 6:30 p.m. in the Edward Dlott meeting room.
3. The 2019 TedxNatick Salon will be held on May 30th from 6:30-9:00 p.m. at TCAN.
4. Proclamation was read for long time Zoning Board o Appeals member Scott Landgren.

The U12 Girls Ice Hockey Team were recognized in honor of winning the State championship title.

CITIZEN'S CONCERNS

None

APPOINTMENTS

1. **Zoning Board of Appeals Appointments** – On a motion by Mr. Jennett, seconded by Ms. Salamoff, the Board unanimously voted to reappoint David Jackowitz as a full member with a term expiring May 1, 2022.

On a motion by Mr. Jennett, seconded by Mr. Freedman, the Board unanimously voted to appoint current associate member Rob Steckbeck as a full member with a term expiring May 1, 2022.

The Board interviewed applicant Justin McGuire for an open position. Mr. Jennett moved and Mr. Freedman seconded to appoint Mr. McGuire to the ZBA. On a motion by Ms. Slamoff, seconded by Ms. Adelman-Foster, the Board voted 3-2-0 to table the motion and continue it. Mr. Jennett and Mr.

Freedman opposed. The Board asked Mr. McGuire to submit a resume and attend 1-2 ZBA meetings before they took action on this.

2. **Senior Tax Exemption Study Committee** – Patty Sciarra, Andrew Eschtruth and Robert Caplin were interviewed for consideration of appointments. Applicant, Richard Tresch will be attending the 5/13 meeting. On a motion by Ms. Salamoff, seconded by Ms. Adelman-Foster, the Board voted 5-0-0 to continue this to the May 13th meeting.

REQUESTED ACTION

1. **Procurement Officer Bryan LeBlanc**
 - a. **E.L. Harvey Contract Extension** – Mr. LeBlanc recommended that the Board approve a one year extension. On a motion by Ms. Adelman-Foster, seconded by Ms. Salamoff, the Board unanimously voted to extend the E.L. Harvey recycling contract for one year.
 - b. **Water Main Rehabilitation Project** - Mr. LeBlanc stated 4 bids were received and the lowest responsible and eligible bidder was W. Walsh Co., inc of Attleboro, MA. On a motion by Mr. Freedman, seconded by Ms. Salamoff, the Board unanimously voted to award the contract to W. Walsh Co.
2. **Original Contracting LLC Request to Occupy a Public Way:** The request is to occupy Adams Street from 5/1 – 8/23/19 to repair brick work on the buildings. COO, Mr. Adrian stated they are asking for an extensive time to allow for delays caused by inclement weather. Mr. Adrian further stated that the project began last year but they incurred weather delays and discussed further damage to the building. Lt. Lauzon submitted a recommendation that the request be vetted through the Town's peer review group consisting of Police, Fire, Building, Community and Economic Development, Health, Selectmen and any other necessary departments before this is approved. This was continued to May 13th.
3. **Carol Krentzman and Amy Steinmetz: Request to Occupy a Public Way:** Ms. Steinmetz stated that the request is for Court Street from 5/3-5/19 to install mosaic art work. The event is part of MA Art Week. It was stated that the scaffolding would be removed at the end of each day. On a motion by Mr. Jennett, seconded by Mr. Freedman, the Board voted 5-0-0 to approve the request.
4. **Element Productions Request to Occupy a Public Way:** The request is to occupy South Main Street and Common Street on 4/30/19 to film a commercial. Jeff McLean from Element Productions stated that all filming will be indoors. The request is to occupy space for scaffolding and to park vehicles. On a motion by Mr., Freedman, seconded by Ms. Salamoff, the Board voted 5-0-0 to approve the request.
5. **Douglas Gordan: Request to Site Food Truck on Home Depot Property** – After some discussion, the Board requested that Mr. Gordon provide them with more information and this was continued to the meeting of 5/13/19.

BOARD OF SELECTMEN UPDATES

1. **Natick Center Cultural District Quarterly Update** – Natick Center Associates Executive Committee Member Steve Levinsky presented the 2019 First Quarter Report. Mr. Levinsky stated that the MOU

with the Town expires in June and they intend on submitting an RFP for a new contract. Mr. Levinsky also stated that strict zoning and alcohol policies make it difficult to attract businesses. The Board asked Ms. Malone to work with the Economic Development Committee in reviewing the Board of Selectmen policies.

2. Proposed BOS Recommendation to Close Town Hall at 11:00 p.m. Monday-Thursday:

Discussions continued from the 4/16 meeting. It was agreed a meeting would be held with the Chairs of various committees after Town Meeting ended to receive their input and to collaborate on a more efficient structure of meetings.

3. Electricity Aggregation Program Update: Mr. Freedman announced that the Electricity Aggregation Program is entering a new 17-month contract with Direct Energy effective 7/2019-12/2020. The program will be offering lower prices and an increased amount of renewable electricity. Information details will be posted on the Town of Natick web site.

4. 2018 FATM Article 39: The article is to amend Natick Town Charter: Natick By-Laws, Natick Zoning By-laws, Appointment and Constitution of Zoning Board of Appeals, Division and Distribution of Powers, and Assignment of Counsel. This article was referred to the Board for their review. Discussion took place at the 4/1/19 meeting where it was decided that Ms. Salamoff and Mr. Hickey would investigate the matters referred and report back to the Board. Mr. Hickey and Ms. Salamoff found the following:

- The Board finds no compelling reason to move to an elected ZBA model in Natick.
- The current composition of the ZBA demonstrates the Board's ability to assemble a qualified, dedicated and well-rounded group of volunteers to serve on the ZBA and carry out its functions in a capable and professional manner.
- The Board finds no compelling reason to alter the size of the ZBA.
- The ZBA should reinstate the practice of advising the Planning Board of pending ZBA cases.
- Abutter notices should be revised to include more information and encourage citizen engagement.
- The Planning Board and ZBA should find ways to ensure better collaboration and to have a mutual understanding of each of their roles and responsibilities.
- The Board is fully engaged in a responsive effort to examine the Town Counsel model holistically. The Board recommends that these efforts be allowed to take their course and looks forward to receiving and considering the findings and recommendations that result.

On a motion by Ms. Adelman-Foster, seconded by Mr. Freedman, the Board voted 5-0-0 to to use Mr. Hickey and Ms. Salamoff's report to report back to Town Meeting.

DISCUSSION AND DECISION

1. **Town Counsel Study Committee** - Paul Griesmer proposed a warrant article regarding a Town Counsel Study Committee however, the Board agreed that it would be quicker and more efficient if they took action on this. After discussions with Mr. Griesmer, Mr. Hickey recommended creating a new committee, The Board reviewed the charge for a new committee; Town Counsel Study

Committee. On a motion by Ms. Adelman-Foster, seconded by Mr. Freedman, the Board voted 5-0-0 to accept the charge and composition as presented.

2. **P.F. Chang's Alleged Alcohol License Violation** – The Board reviewed a report submitted by Lt. Lauzon of an alleged alcohol license violation. On a motion by Ms. Salamoff, seconded by Ms. Adelman-Foster, the Board voted 5-0-0 to hold an administrative hearing to address the allegations found in Lt. Lauzon's report.

CONSENT AGENDA

The Chair asked if any members of the public would like to discuss any item on the consent agenda and no discussion was requested. Moved by Mr. Freedman and seconded by Jennett, the Board voted unanimously to approve the Consent Agenda to include:

- Nominate Virginia Seery for Reappointment to the Leonard Morse Grants Panel
- Approve a Block Party Request for Peterson Road on 6/22/19 with rain date of 6/23/19
- Approve exemption from Town By-laws Ch. 41 S. 4 for Aubrey Tessier
- Approve weekly warrant for 4/16/19 and 4/23/19

TOWN ADMINISTRATOR UPDATES

Ms. Malone suggested that the Board consider charging a fee for the use of public buildings and outdoor spaces. This was prompted by the recent filming of a movie in the downtown area where the Town Common was used and many parking spaces were occupied.

Ms. Malone suggested trying a pilot program where establishments who receive emergency services but do not pay taxes to support the cost of these services (i.e. 501c3) make a payment in lieu of taxes.

SELECTMEN'S CONCERNS

Mr. Jennett would like the public to be aware that the DPW is working diligently to address the potholes and road conditions and recommended that residents use SeeClickFix to report critical potholes.

Ms. Salamoff inquired about the status of the dog park. Mr. Hickey will request an update for the next meeting.

ROLL CALL VOTE TO ENTER INTO EXECUTIVE SESSION

Moved by Mr. Freedman, seconded by Mr. Jennett, the Board voted 5-0-0, confirmed by a roll call vote, to enter executive session at 10:14 p.m. to discuss the following:

- a. Purpose 3: To discuss the strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the Chair so declares
 1. Natick Patrol Officers' Association
 2. New England Police Benevolent Association, Inc. Local 82
- b. Approve executive session minutes.

The roll call vote was as follows:

Mr. Hickey	Yes
Ms. Salamoff	Yes
Mr. Freedman	Yes
Ms. Adelman-Foster	Yes
Mr. Jennett	Yes

Open session reconvened at 10:20 p.m.

On a motion by Mr. Jennett, seconded by Ms. Salmoff, the Board voted 5-0-0 to ratify the MOU between the Natick Patrol Officers' Association and the Town of Natick effective through June 30, 2021.

ADJOURNMENT

On a motion by Mr. Jennett, seconded by Ms. Salamoff, The Board unanimously voted to adjourn at 10:25 p.m.

Jonathan Freedman., Clerk

April 29, 2019 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on _____, 2019

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

<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=650&MinutesMeetingID=-1&doctype=Agenda>

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

May 13, 2019

6:00 PM

DRAFT

PRESENT: Chairman Michael J. Hickey, Jr., Vice Chair Susan G. Salamoff, Clerk Jonathan Freedman, Member Richard P. Jennett, Jr., and Member Karen Adelman-Foster (arrived at 6:11 PM)

ALSO PRESENT: Town Administrator Melissa A. Malone and Executive Assistant Trish O'Neil

The Chairman called the meeting to order at 6 p.m., noting that a quorum was present and that the meeting had been duly posted, and requested a motion to enter into Executive Session to discuss matters pertaining to Real Property and Non-Union Personnel Negotiations with the Chair announcing that discussion of Executive Session matters in Open Session would have a detrimental effect on the Board of Selectmen's negotiating position and the Town's interests. Jonathan Freedman, seconded by Susan Salamoff, moved to enter into Executive Session and, by a roll call vote, all Board Members present voted in favor of the motion in a vote of 4-0-0. The Board entered into Executive Session at 6:06 p.m., the Chair announcing that the meeting would return to Open Session at approximately 7:00 p.m.

Open Session reconvened at 7:06 p.m. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country. Veterans Agent Paul Carew offered remarks about the importance of Memorial Day and Memorial Day events.

ANNOUNCEMENTS:

Mr. Freedman read the announcements 1 - 4, below:

1. A recognition of Lt. Matt Mullen, Natick Fire Department, who had come to the assistance of the Westborough Fire Department on his own time in an emergency. The Chief of the Westborough Fire Department sent an email of appreciation to Chief Lentini, which he read. Thanks and congratulations were given.
2. A Peace Officers' Memorial Ceremony will be held on May 21, 10:00 at the Police Department Building.
3. The West Natick Fire Station groundbreaking will be held on May 28 at 10:00 AM at the site of the current and new fire station.
4. A MassDOT Capital Investment Plan Public Meeting will be held in Natick, in the Dlott Meeting Room, on May 29 at 6:30 PM.

5. Ms. Salamoff announced that the Natick Affordable Housing Trust Fund is working on a housing production plan to garner public input on goals for affordable housing. There will be an open house at Morse Institute Library in the Lebowitz Room on June 11 from 4:30-8:00 PM. Residents are encouraged to attend.

CITIZEN'S CONCERNS

A. Melissa Probst: West Central St resident.

Ms. Probst began her remarks by saying that Judge Damon Keith, an icon of the civil rights movement, died recently. He was, she said, known for "Democracies die behind closed doors." Ms. Probst mentioned that in context of the Freedom of Information Act request she made to understand more about events behind the process for town's plans to site a dog park on Middlesex Path. Ms Probst alleged that there had been many irregularities by multiple actors. Ms. Probst said she had put together a narrative of how we got from A to Z, and alleged serious issues with accountability in town government. She asked Selectmen to look at that in general and at her more specific issues regarding dog park location. Ms. Probst reported an email communication between dog park proponents and then Town Administrator Martha White 1/13/14, in which Ms. White stated that the preferred site was thought to be conservation land. Ms. Probst said she was at the Conservation Commission when the transfer was made. It is important that this information not be made public because community input would be compromised. On 11/2015, Ms. Probst continued, the Town was compelled to acknowledge it was conservation land. At that time, responsibility for the land was transferred from the BOS to the Conservation Commission. The 10/13/15 minutes, Ms. Probst said, were clear that the Town Administrator knew a dog park would be prohibited from conservation land. She continued that then there was a note regarding transferring to Conservation Commission on 10/8/1992. Mr. Hickey interjected that Ms. Probst's time was up. Ms. Probst finished by asking how in 1992 this transfer was made and became conservation land, and in 2013 where dog park proponents were telling selectmen that which is better, use of land as dog park and storage for ??? Ms. Probst asked that there be an investigation of when it became conservation land and was not treated that way.

B. Donna McKenzie, Pct 3

Ms. McKenzie praised the recently-retired Joe Everett and asked the Board to create a declaration of gratitude for his service.

APPOINTMENTS

A. Appointment for Republican member of the Board of Registrars for a regular term ending 2022.

1. Liz Yobaccio: In her statement and in response to questions, Ms. Yobaccio said that she had just finished a long career as a professor at Bryant University, doesn't have a very good idea of what's involved in being on the board, and is a Republican.

2. Sandra LaFleur: In her statement and in response to questions, Ms. LaFluer said that the office depends on her to get their filing done, that she has enjoyed being on the Board, is also at the end of an academic career, and is a 30-year resident of Natick.

Ballots were passed out to board members, and Ms. Malone read the results. By a vote of 3 to 2, ^[f]Ms. Yobaccio was selected. Mr. Hickey said a letter from the Board of Selectmen would be sent confirming her appointment, and that she should take it to the Town Clerk and be sworn in.

B. Appointments for Senior Property Tax Exemption Study Committee

Mr. Hickey reminded the Board that at its last interview, it had interviewed three applicants. Mr. Hickey, at Ms. Salamoff's request, read the committee's charge.

Mr. Richard Tresch: In a statement and in response to questions, Mr. Tresch said that he'd just retired after 49 years on the Economics faculty at BC. He's not sure expertise is needed for this position, but common sense is needed to balance various points of view and issues. He has expertise in taxation.

Mr. Hickey discussed the composition of the committee, and asked why there shouldn't be a seven-member committee. He questioned the timing of the required report to the Board, and proposed increasing the size of the committee from three citizens at large to four, and stipulating that the report to the Board of Selectmen 6/24 should be an initial report, with a final report required prior to spring 2020 town meeting.

Ms Salamoff gave additional background about why the original recommendation was for six members, but agreed with Mr. Hickey's proposal, and made a motion, seconded by Ms. Adelman-Foster, that the committee be increased to seven with an additional citizen at large member, and that the committee's first report be considered an initial report. The motion carried with a vote of 5-0-0.

A discussion took place during which Ms. Salamoff suggested that three months prior to the start of Town Meeting was too late for proposals. She expressed hope that during the month of May and June, the committee would come up with a time frame, discuss what needed to be addressed, and consider a 10/1 or 11/1 date for a final report. Such timing would allow time for warrant articles to be drafted and to hold additional public hearings prior to closing the warrant in February. The committee, Ms. Salamoff said, can provide progress on the way, and if it needs more time, okay. She proposed 10/1. Mr. Jennett said that if the committee wants to put an article on the warrant, then they can, or simply update the board. Ms. Adelman-Foster said that what had been discussed was that the committee would not be putting an article on the warrant or providing the Board with one recommendation, but rather with pros and cons and analysis, including several options. Mr. Freedman agreed, and said that the charge is to research and analyze feasibility and impact. Decision is more properly this Board's.

Ms. Salamoff made a motion, seconded by Mr. Jennet, to appoint the committee and ask them to provide an initial report by 6/24, and to modify the committee's charge asking for at least a status report by 6/24. The motion carried by a vote of 5-0-0.

Mr. Jennet made a motion, seconded by Ms. Adelman Foster, to appoint all four applicants to the committee. The motion carried by a vote of 5-0-0 approval. Mr. Hickey asked a letter be sent to all appointees, and reminded them to see the Town Clerk to be sworn in.

REQUESTED ACTION

A. Accept MathWorks Scholarship Committee Recommendations for Scholarship Recipients

Brian Fay thanked MathWorks for their support. He discussed the MathWorks scholarship recipients selection process. They had 30 candidates to choose from, including from Natick High and other schools. They ranked the applicants on the basis of their academic achievement, their essay, and their commitment to math and science. After interviewing them all, they identified Kyle Whitecross and Kaitlyn Wong. Mr. Whitecross took nine AP classes, as well as classes at night. He founded the computer science club, and is headed to UCLA. Ms. Wong is a senior at Natick High taking nine AP classes and math class. She's a founding member of the STEM club and the captain of the swim and dive team. She will attend Northeastern in the fall. The committee recommended these students for the scholarships. Members thanked Mathworks and congratulated the students.

Mr. Jennet made a motion, seconded by Ms. Salamoff, to accept the committee's recommendations for Kyle Whitecross and Kaitlyn Wong to receive the MathWorks scholarship this year. The motion carried by a vote of 5-0-0.

B. Request to Site Food Truck on Home Depot Property - Douglas Gordon

Mr. Gordon reported that the health and fire permits required for his request have been completed but not submitted. He met with Lt. Lauzon and identified best location for the truck that would be safe for pedestrians. Lt. Lauzon recommended two spots for the vehicle and the addition of picnic tables. The location Mr. Gordon had picked with the site manager was acceptable to Lt. Lauzon. Mr. Jennett read Lt. Lauzon's recommendation into the record. Mr. Gordon asked that the vote not be contingent upon picnic tables. Ms. Malone said that Home Depot is out of compliance with their site plan and permits, so use of the plan may not be permitted until they have compliance with our building officials. Mr. Hickey said he was concerned about the picnic tables, and suggested not allowing customers to sit on the curb. He commented that the schematic needed to be updated to show two spots. He suggested that the annual privilege permit should be contingent on Home Depot approving the location.

Mr. Jennett made a motion, seconded by Mr. Freedman, to approve the annual privilege permit to DAG Concessions d/b/a Boston Events for the location of food truck at Home Depot contingent upon final approval of the Fire Department, Board of Health, and on supplying board with evidence of Home Depot's permission, and contingent of food truck review process checklist by the Town Administrator's office. The motion carried by a vote of 5-0-0.

C. Public Hearing - Brokk and Eitri, LLC: Application for S12 Wine and Malt License

Mr. Freedman read the public hearing notice and moved to open the public hearing. Ms. Salamoff seconded the motion, and it passed by a roll call vote of 5-0-0. Mr. Freedman made a

motion, seconded by Ms. Salamoff, to continue the public hearing to 5/28. The motion carried by a vote of 5-0-0.

BOARD OF SELECTMEN UPDATES

A. Proposed BOS Recommendation to Town Administrator to Close Town Hall at 11:00 p.m. Monday-Thursday

Ms. Salamoff announced that there would be an outreach meeting on 5/15 at 5:30. Mr. Hickey added that members of the public are welcome to join the discussion.

B. Town Counsel Screen Committee Update

Paul Greismer reported that the committee had met several times and had looked at multiple law firms with municipal experience.

Mr. Hickey called a five minute recess at 9:36.

DISCUSSION AND DECISION

A. Capital Infrastructure and Transportation Projects

Ms. Malone, Mr. Jamie Ericckson, Mr. Bill McDowell, and Mr. Jeremy Marsette gave an informational presentation. Also present were both Deputy Town Administrators, Mr. Townsend and Mr. Chenard, and the Chief of Police, Chief Hicks.

Mr. Jennet suggested moving the Lookout Farm item up on the agenda. Ms. Malone asked to bring her Values and Visions agenda item to the next meeting at an earlier time. Mr. Hickey agreed.

B. Resignation of Ken Soderholm from the Lookout Farm Advisory Committee

Mr. Ken Soderholm said that the committee was created in the 1990s. He offered his resignation and offered his conviction that the committee was no longer necessary. Mr. Freedman made a motion seconded by Ms. Salamoff to accept Mr. Soderholm's resignation. The motion carried on a 5-0-0 vote.

C. Discussion Regarding Lookout Farm Advisory Committee

Mr. Jennett invited Jay Mofenson to talk about the committee. He feels he has worked well with the town. Will be back in front of board with future plans and making property what it should be.

Mr. Paul Joseph spoke about the farm and committee. He sat on the committee several years ago. He made positive comments about the farm.

Mr. Josh Ostroff thanked Mr. Soderholm for his ethical and strong leadership.

Mr. Freedman made a motion, seconded by Mr. Jennett, to disband the Lookout Farm Advisory Committee. The motion carried on a vote of 5-0-0.

Ms. Salamoff suggested we send a thank-you letter to each member of the LFAC.

BOARD OF SELECTMEN UPDATES

Mr. Hickey mentioned the West Natick Fire Station groundbreaking.

CONSENT AGENDA

The Chair asked if any members of the public would like to discuss any item on the consent agenda and no discussion was requested. Mr. Hickey observed that Item I, the request to adjust the start time, was incorporated into the agenda. The Chair asked for a motion to approve the remainder of the Consent Agenda. Moved by Mr. Jennett and seconded by Ms. Adelman-Foster, the Board voted unanimously to approve the Consent Agenda, conditional upon the fulfillment of all recommendations from Town Agencies and/or Departments.

- A. Lookout Farm: Application to Sell Wine at the Farmers Market
- B. Dah Mee: Change in Manager
- C. Town Common Request: Morse Stitchers - 6/8/19
- D. Request to Occupy a Public Way: 9 Adams Street Demolition/Dumpster
- E. Banner Request: Natick Service Council
- F. Woodland Village Block Party
- G. Reynolds Ave Block Party
- H. Request for Exemption from Town By-Laws Chapter 41, Section 4: Vaughn Johnson - DPW Skilled Laborer/Part-Time Bus Driver
- I. BOS Meeting Dates - June 2019-June 2020
- J. Approve Meeting Minutes

TOWN ADMINISTRATOR NOTES

Ms. Malone reminded the public that the Farmers Market is back on the Common, and that is full of good food and crafts.

SELECTMEN'S CONCERNS

Mr. Jennett discussed Saturday's square dedication. He requested a photograph from DPW of the sign for the dedicatee's family. A resolution is also needed.

ADJOURNMENT

On a motion by Mr. Freeman, seconded by Mr. Jennett, the Board unanimously voted on to adjourn the Board of Selectmen's Meeting at 9:51 p.m.

Jonathan Freedman., Clerk

May 13, 2019 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on _____, 2019

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

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BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

Tuesday, May 28, 2019

5:300 PM

PRESENT: Chairman Michael J. Hickey, Jr., Vice Chair Susan G. Salamoff, Clerk Jonathan Freedman, Member Richard P. Jennett, Jr., and Member Karen Adelman-Foster

ALSO PRESENT: Town Administrator Melissa A. Malone and Executive Assistant Trish O’Neil

The Chairman called the meeting to order at 5:32 p.m., noting that a quorum was present and that the meeting had been duly posted and is being recorded by Pegasus. Mr. Hickey requested a motion to enter into Executive Session to discuss matters pertaining to:

A. Purpose 6: To consider the purchase, exchange, lease, or value of real property if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body: Camp Arrowhead - Memorandum of Agreement. The Chair so declared.

B. Purpose 3: To discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the Chair so declares - Kurtin, et. al v. Natick Planning Board, et al., 18-MISC-00456 (Land Court). The Chair so declared.

C. Approve Executive Session Minutes: 11/5/18, 11/13/18, 2/19/19, 5/9/19

Mr. Jennett made a motion, seconded by Ms. Salamoff, to enter into Executive Session. By a roll call vote, all Board Members voted in favor of the motion. The roll call vote was as follows:

Mr. Hickey	Yes
Ms. Salamoff	Yes
Ms. Adelman-Foster	Yes
Mr. Jennett	Yes
Mr. Freedman	Yes

The Board entered into Executive Session at 5:40 p.m., the Chair announcing that the meeting would return to Open Session at approximately 7:00 p.m.

Open Session reconvened at 6:49 p.m. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country. Mr. Hickey talked about Memorial Day ceremonies and thanked Veterans Agent Paul Carew.

ANNOUNCEMENTS:

A. Lt. Cara Rossi: Introduction of Sonia Wagner, Jail Diversion Clinician, Natick Police Department

Lt. Rossi introduced Sonya Wagner, a new contract employee through Advocates who started at the end of April as a jail diversion clinician. This program is about 14 years old, and its purpose is to divert residents from the ER and from jail for lack of another option. For many years, Natick has been trying to get in on this program, said Lt. Rossi. Ms. Wagner will be a full time clinician, working 2:00 -10:00 PM, because those are the times with the most calls for service. This program decreases the time officers spend on calls, the number officers respond to repeat calls, and it diverts calls for issues that aren't necessarily for police. She continued that mental health and substance abuse are often intermingled and co-occurring. Ms. Wagner's first call was a SWAT call. She's a civilian in the Police Department and she has assimilated well. Natick Fire and Natick Public Schools are even requesting her. Ms. Wagner said that she co-responds with officers for overdoses and other situations. It doesn't cost town anything. Diverting saves money – especially diverting from the Emergency Room.

B. Rodent Concern

Ms. Malone reported that a rodent concern had been brought to the administration's attention by a few different sources. She reminded the public that when capital planning was last discussed, administration noted that all of these projects cause increased rodents. Overall, there has been an increase. Dept of Public Health saw 40 complaints last year. There were eight complaints prior to last week. Any issue should be reported to the Board of Health. Residents should also contact a licensed exterminator. Ms. Malone continued that the administration is embarking on an educational campaign. Bird feeders and compost piles should be removed, as they attract rodents. Jim White, Ms. Malone said, will be at the next meeting as the head of Public Health, and he will address the education campaign. But Ms. Malone said she wanted to allay fears – it's a problem that all of MetroWest is facing.

C. School Committee Vacancy Effective 6/17/19

Mr. Freedman read an email from Julie McDonough, the Chair of the Natick School Committee, about the vacancy on the School Committee. The Board of Selectmen and School Committee will meet together on 6/24 to make this appointment.

D. West Natick Fire Station Groundbreaking-Recap

Mr. Hickey reported on the Fire Station Groundbreaking, which took place this morning at 10:00 AM at the site of the existing West Natick Fire Station. There was a groundbreaking ceremony to begin construction of new station. Good ceremony. Good weather. Chief Lentini did a good job. He had shovels, dirt, hard hats and doughnuts and coffee for his "first groundbreaking." Chief White was also there and members of the Building Committee and members of the YES for Station 4 Committee.

E. Natick Friends of the 4th Upcoming Events

Ms. Peg Waters announced upcoming fundraising events for the 4th of July parade. The Friends of the 4th, she reported, need \$7000 to make their budget, and only have about five weeks to do so.

F. MA Cultural Council Grant-TCAN

Mr. Freedman read an announcement that TCAN has been awarded a grant in the amount of \$48,000, matched by MetroWest Subaru, so they can invest \$100,000 in building repairs.

G. Appointment to Board of Registrars-Reading of Votes

A vote was taken at the prior Board of Selectmen meeting appointment to the Board of Registrars however, the votes were not read aloud to the public. Mr. Freedman announced that Mr. Hickey, Mr. Freedman and Ms. Adelman-Foster voted for Elizabeth Yobaccio and Ms. Salamoff and Mr. Jennett voted for Sandra LaFleur.

H. Board/Committee Vacancies

Mr. Freedman read a notice about the Board of Selectmen accepting applications for vacancies on Boards and Committee's. Some have current vacancies, and some will become vacant on 7/1/19. There is a list of vacancies on website.

I. MassDOT Capital Investment Plan-Public Meeting Schedule

Mr. Freedman read a notice about a public meeting for the MassDOT Capital Improvement Plan scheduled for 5/29 in the Dlott Meeting Room in Natick Town Hall.

CITIZEN'S CONCERNS

Resident Cathy Dubb spoke about rodents and rats. She asked and was given the time of the MassDOT Capital Improvement Planning meeting. She asked if capital projects increased rodents.

Resident Joshua Ostroff made an announcement that MassDOT has scheduled a meeting on 6/12/19 at 7:00 at Wilson Middle School to update the public on design concepts for the 9/27 interchange.

REQUESTED ACTION

A. West Natick Fire Station: Authorize Town Administrator to Approve Change Orders Up to \$25,000 or 25% if Lower than \$25,000

Mr. Jennet asked what review process such changes go through. Mr. Chenard replied that it starts with the contractor, who make a recommendation to the architects. The OPM, Vertex, would make a recommendation to Town Administrator, then she could approve. Anything exceeding

that would come to the Board. Mr. Jennett asked what had been done historically. Mr. Chenard replied that state statute drives the dollar figures. It used to be \$10,000, but it increased to \$25,000. Mr. Hickey remarked that This practice was followed when constructing the Community-Senior Center, and is perhaps the same with the Kennedy Middle School construction. Mr. Jennett replied that he remembered the Building Committee Chair reviewing such requests, and that person no longer lives here. Mr. Jennett asked if someone will fall into the role of Building Committee Chair. Mr. Hickey made a motion, seconded by Mr. Salamoff, to give the Town Administrator the authority requested. The motion carried by a vote of 5-0-0.

B. Authorize Town Administrator to Approve Temporary Occupancy Agreements, MassDOT/North Main Street Project

Ms. Malone spoke to this topic. As part of the North Main Street project, there are temporary occupancy areas along the Route 27 North corridor. These are not permanent. They exist to allow work to take place as it reaches that stage of the project. These are related to a capital projected funded by the state and they would like our cooperation. There is no formal permanent occupancy or taking to be done. This item would authorize the Town Administrator to execute the paperwork as presented. Mr. Jennett asked how much of Murphy Field would become inactive due to this. Ms. Malone answered that the area they are looking to take does not impact the field where kids play. There are potentially six other town properties they would need to use for this project in addition to Murphy field. The area is around 7/11, and includes portions of that corner through the parking area. They are looking for area that would allow them to set up for construction. Mr. Jennett made a motion, seconded by Ms. Adelman-Foster, to approve the Town Administrator's request. The motion carried by a vote 5-0-0.

C. Procurement Officer: Contracts

Procurement Officer Mr. Bryan LeBlanc presented on the topics below.

1. Award: Roadway Improvements 2019

To PJ Keating - \$1,994,805. Mr. Freedman made a motion, seconded by Ms. Salamoff, to approve. The motion carried by a vote of 5-0-0.

2. Second Renewal: Environmental Sampling

To Stantect, 7/23/2020, with a \$112,303.00 price cap. Mr. Jennett made a motion, seconded by Mr. Freedman, to approve with the total price cap. The motion carried by a vote of 5-0-0.

3. Renewal: Fitness Training

This is a first renewal for fitness training services. To MetroWest YMCA. Mr. Jennett made a motion, seconded by Ms. Salamoff, to approve. The motion carried by a vote of 5-0-0.

4. Second Renewal: Prescription Medications

To Family Pharmacy. The amount is \$18,500/month. \$25,000 is the usage for the year, they didn't want to underestimate. The state grant reimburses the town for prescription usage. Mr. Jennett made a motion, seconded by Ms. Salamoff, to approve. The motion carried by a vote of 5-0-0.

5. Award: Natick Center Cultural District Services

For the promotion of the Natick Center Cultural District. A finding was made that a proposal process would be more appropriate than a bid process. The incumbent submitted the only proposal. The amount is \$80,000/year, for an initial term of one year, with two one-year options. Ms. Salamoff made a motion, seconded by Mr. Jennett, to approve. The motion carried by a vote of 5-0-0.

D. Public Hearing: Fiscal Year 2020 Water and Sewer Rates

Mr. Freedman read the public hearing notice. Mr. Freedman made a motion, seconded by Ms. Salamoff, to open the public hearing. The motion carried in a roll call vote of 5-0-0. The roll call vote was as follows:

Roll call vote was as follows:

Mr. Hickey	Yes
Ms. Salamoff	Yes
Ms. Adelman-Foster	Yes
Mr. Jennett	Yes

Ms. Chenard presented on the rate-setting methodology. The town looks at every meter read between 2008-2018. They are projecting a 4.5% increase each in water and sewer rates. Natick pumps its own water. The administration recommends 4.5% increase in each. Elderly rates have been set by board over the past several years: elderly households that use less than 20 units of water pay nothing. And elderly households that use over 20 units of water pay a lower rate. To get these rates, residents have to apply to the Board of Assessors. The age threshold varies depending on which exemption they qualify for. A member of the public, Cathy Dopp, spoke. She said that debt service seems high, and asked how the town plans on bringing it down. She added that she has sand in her house water, and wants to know where it is coming from. If water pumping energy costs are going up, she asked, has town thought about using solar to do water pumping? Mr. Chenard replied that debt service will naturally go up and down, depending on projects. A balanced debt service is a good thing. He added that Ms. Dopp should call the DPW Water & Sewer division and ask to have a technician come visit about the sand in her water. It could be manganese, if not sand. This is free of charge. Regarding solar, Mr. Chenard said, yes and no. We have solar arrays supporting water and sewer system already, but can't directly attach them to pumps. The current solar capacity and battery rates won't run those pumps. Mr. Freedman made a motion, seconded by Ms. Salamoff, to close the public hearing. The motion carried by a vote of 5-0-0.

Mr. Jennett made a motion, seconded by Mr. Freedman, to approve the water and sewer rates for Fiscal Year 2020 at 4.5% each. The motion carried on a vote of 5-0-0.

E. Request to Occupy a Public Way for Brickwork - Original Contracting - Adams Street (5/1-8/23/19)

Mr. Hickey said that Original Contracting had originally requested to be allowed to do this work beginning 5/1 and continuing through 8/23. He continued that we are now advised it will take no longer than three weeks assuming good weather. The 4th of July parade is in a little over a month. Mr. Hickey continues that he sees no reason to approve a three-month window. He said he thought five weeks should do it to allow for weather. Mr. Jennett said that the building owner was spending a lot of money to make the building safer and better-looking. Mr. Jennett continued that he didn't want to rush the contractor. Mr. Jennett had heard from the building owner that he wants it done right. Mr. Jennett said that he didn't think staging on Main Street would impact the 4th of July parade. Mr. Hickey said that at every step of the way, no reasonable explanation has been given to him. It's been suggested that three weeks is enough and to give them six weeks allows a good cushion. To go to 6/8 would be almost five weeks. Mr. Jennett replied that the contractor had asked for an August date so he didn't have to come back again. Mr. Hickey said he would not support an August date. Mr. Jennett made a motion, seconded by Mr. Freedman, to accomplish project by end of July. Ms. Adelman-Foster asked if it was possible to set, instead of date certain, a date 21 days hence, counting only those days on which there are six hours of no rain. Several members expressed doubt that this could be done. The contractor said that they could be done in three weeks at the end of July. Mr. Freedman said he supported Mr. Jennett's motion. The motion carried by a vote 4-1-0, with Mr. Hickey voting no.

F. Brokk & Eitri, LLC: Applications for Common Victualer's License

Mr. Hickey stated that the public hearing was continued from 5/18/2019 and that the issues of their prospective Beer and Wine license and their Common Victualer's License would be taken simultaneously. Applicants Jeff and Laura Cozzen spoke. They stated they are seeking Wine and Beer and Common Victualers Licenses to open a crafting workshop on Route 9. The business is a project-based workshop with wood. Customers schedule a time and make a project in two to three hours. They said they want to offer refreshments during project work. Ms. Salamoff asked what food the applicants were planning to serve. Mr. Cozzen replied they were planning to serve pretzels and peanuts. The Board had further discussions regarding the Selectmen's alcohol policy requiring license holders to meet at 35% - 65% alcohol to food ratio. Ms. Malone recommended taking no action until the Board could consider updating their alcohol policies

Kelly McPherson of 22 Spring Valley Road spoke in favor of the application.

Peter Nottonson spoke of concern with safety issues with the use of power tools.

Josh Ostroff spoke to the application stating that the business should be consistent with the Board of Selectmen policies.

The hearing was continued to June 10, 2019.

G. Public Hearing-Smashburger: Applications for S. 12 Wine and Malt License

Mr. Freedman read the Public Hearing notice. Mr. Jennett made a motion, seconded by Mr. Freedman, to open the Public Hearing. The motion carried by a vote of 5-0-0. Mr. Jennett made a motion, seconded by Mr. Freedman, to continue the hearing until 6/10. The motion carried by a vote of 5-0-0.

H. Natick Historical Commission Chair: Proposal to Rename Navy Yard Park to Whitney Field at the Navy Yard with Installation of Permanent Sign (Public Hearing Required)

Mr. Evers, the Chair of the Natick Historical Commission, spoke. In 1989, the Board of Selectmen requested that the Navy Yard be renamed. Several historians in town objected to their not having consulted with people who knew the history. Natick Parks will honor this. Ms. Salamoff made a motion, seconded by Mr. Jennett, to schedule a public hearing for the first meeting in July. The motion carried by a vote of 5-0-0. Mr. Hickey asked when the MOU would be available to the public and Ms. Malone replied that the MOA was approved by DCR and there would be more to come on specifics of the programming.

I. Camp Arrowhead MOU and Reopening

Ms. Malone stated that there was an MOU between the Town of Natick and the Department of Conservation and Recreation. A re-naming/re-opening/re-dedication of Camp Arrowhead is scheduled for 6/19/19 at 9:00 a.m.

Paul Carew, Warren Griffin and John Murphy of the Natick Veterans Group stated they were looking forward to seeing the MOU and having veteran operations back up and running. On a motion by Ms. Salamoff, seconded by Mr. Jennett, the Board unanimously voted to ratify the MOU between the Town of Natick and The Department of Conservation and Recreation.

J. Authorize Chair to Sign Comment Letter RE 2020-2024 Capital Improvement Plan

Josh Ostroff spoke to the timeliness of the letter stressing the importance in keeping the lines of communication open with the MBTA so that improvements could continue with the West Natick and Natick Center MBTA Stations. Mr. Ostroff added that a lot of money will be spent over the next five years and it is important that the Town and Region ensure that we make a persuasive case for these investments. On a motion by Mr. Jennett, seconded by Ms. Salamoff, the Board unanimously voted to authorize Mr. Hickey to sign the letter.

DISCUSSION AND DECISION

Middlesex Path Dog Park

Chairman Hickey stated that this Board has never discussed this publicly and he is uncertain what their role is on the matter. Town Counsel provided the Board with an historical recap which outlined the process, including a vote by the Board to approve this location. Chairman Hickey further stated that the park has been vetted geographically, legally and scientifically but there are difference of opinions. The Board's role would be to accept donations for the funding of the Park and to award a contract for the construction but neither of those have come before the Board yet so there is no action to take this evening. Board members agreed that they had no role in the park at this point.

Peter and Nancy Nottonson of 11 Parker Court, Melissa Probst of West Central Street and Jay Markenny spoke in opposition of the park.

Kelly McPherson of 22 West Spring Valley Road and Donna McKenzie of Precint 3 spoke in support of the dog park.

BOARD OF SELECTMEN UPDATES

A. South Main Street Project Update

DPW Director Jeremy Marsette stated that the cost of the project was higher than initially anticipated. Ms. Malone stated that the next step is to refine the contract with the Contractor. Administration anticipates having a contract for the Board to approve in early Fall with some of the work commencing at the end of the calendar year 2019. Discussion followed on whether making cuts to the project would compromise the quality or longevity of the project. Ms. Malone stated this was not compromising the project and they were being "pennywise and pound foolish". On a motion by Mr. Hickey, seconded by Ms. Salamoff, the Board unanimously voted to reaffirm support of moving forward the South Main Street construction project.

B. Proposed BOS Recommendation to Town Administrator to Close Town Hall at 11:00 p.m. Mon-Thurs

Ms. Malone stated that they met with the Chairs of a number of boards and committees who tend to have late meetings and all agreed they were willing to work with this guideline but did express some concern if it was necessary to go past 11:00 p.m. A legal opinion is being sought. Town Moderator Frank Fross expressed concern with time sensitive issues that needed to meet deadlines for Town Meeting. After some discussion, Ms. Malone asked the Board to support the 11:00 closing. The Board will take this matter up again at the 6/10 meeting.

CONSENT AGENDA

The Chair asked if any members of the public would like to discuss any item on the consent agenda and no discussion was requested. Moved by Ms. Adelman-Foster and seconded by Ms. Salamoff, the Board voted unanimously to approve the Consent Agenda to include:

- Approve Meeting Minutes: 5/9/19
- Fourth of July Banner: 7/1-7/7/19
- Beaver Dam Road Block Party: 6/9/19
- Spring Valley Block Party: 6/23/19
- Eastern Bank Flutie 5K: 9/29/19
- Albanian Orthodox Church of the Annunciation Citation in Recognition of 100th Anniversary
- Hladick Brothers Proclamation
- Rotary Club: One-Day Alcohol License
- Authorize Public Hearing Regarding Safety Committee Recommendation Addition of New Address at Common Cafe & Kitchen for "Takeout Door"

SELECTMEN'S CONCERNS

Mr. Freedman thanked Ms. Adelman-Foster and Ms. Slamoff for representing the Board at the recent Memorial Day ceremonies.

ADJOURNMENT

On a motion by Mr. Freedman, seconded by Ms. Salamoff, the Board unanimously voted on a roll call vote to adjourn the Board of Selectmen's Meeting at 10:57 p.m.

Jonathan Freedman., Clerk

May 28, 2019 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on _____, 2019

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

<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=655&MinutesMeetingID=62&doctype=Agenda>

BOARD OF SELECTMEN – TOWN OF NATICK

DRAFT MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

June 3, 2019

7:00 PM

PRESENT: Chairman Michael J. Hickey, Jr., Vice Chair Susan G. Salamoff, Clerk Jonathan Freedman, Member Richard P. Jennett, Jr., and Member Karen Adelman-Foster

ALSO PRESENT: Town Administrator Melissa A. Malone

ABSENT: None.

OPEN SESSION – CALL TO ORDER

The Chairman called the meeting to order at 7:20 p.m., convening in Open Session. Mr. Hickey welcomed the members of the School Committee and School Administration, and the members of Natick's state legislative delegation. The Pledge of Allegiance was recited and a moment of silence was observed, in honor of those who protect our Country and, in particular, our law enforcement officers.

JOINT MEETING OF THE BOARD OF SELECTMEN AND SCHOOL COMMITTEE WITH MASSACHUSETTS LEGISLATORS

At the invitation of the Board of Selectmen and the School Committee (made earlier in the year) Representative David Linsky, Senate President Karen Spilka, and a staff representative to Senator Rebecca Rausch appeared before the Board to speak about matters of interest to the Town of Natick at the state level, and to provide updates on such matters.

Education policy, in particular the Chapter 70 formula – Sen. Spilka provided an overview of education and education funding efforts (anticipated increase of \$405K this year for Natick, according to Rep. Linsky – and that Natick's grand total was anticipated to increase to over \$10M for the first time, ever.)

Chapter 90 funding – The House of Representatives enacted last week and the Senate is anticipated to do so shortly. Should be on Governor's desk before the fiscal year is over.

Mental Health Initiatives – Focus on addressing stigma/parity issues (a personal priority of Sen. Spilka's).

Sen. Spilka reviewed other priorities and ongoing initiatives, including tax policy, special education formula, and acknowledged other local priorities, such as Art. 97 legislation relative to the Rt. 27 project.

Mr. Hickey acknowledged that Sen. Spilka was covering a lot of ground, which reminded him to note that the meeting is being recorded by Natick Pegasus (as well as by at least one or two other individuals in the room) in case people would like to view the discussion again.

Rep. Linsky reviewed details as to Natick's allocation of so-called "unrestricted local aid". He also provided detailed figures (anticipated) relative to Ch. 90 funding. Rep. Linsky also noted earmarks for Natick initiatives, such as the Opioid issue, the WWII Museum, the Hunnewell Fields project in S. Natick, and Veterans' health.

Open Meeting Law and Public Records Requests – Rep. Linsky acknowledged the strain placed on local government by frivolous and excessive public records requests and outlined the delegation's efforts to deal with the issue through legislative action. Rep. Linsky encouraged local officials to reach out to municipal peers in other communities; perhaps through the Massachusetts Municipal Association.

The legislators then discussed other issues of general interest to Natick and the Metrowest region, including the condition of area roadways, ways to increase revenue, need to invest in public transportation, etc.

Members of the Board of Selectmen and School Committee engaged in "question and answer" and general discussion with the legislators relative to the issues identified during the presentation.

CITIZEN'S CONCERNS

Mr. Jerry Pierce, 201 Eliot St. (Precinct 10), expressed concern about the appearance of the (now-closed) Sacred Heart Church on Rt. 16 (Eliot St.) in S. Natick. Mr. Pierce asked Board members to take a look at the sight, indicating that it is an eyesore.

Mr. Paul Joseph, _____ St., alerted the Board to concerns stemming from his experience having solar panels installed at his residence by Boston Solar. Specifically, Mr. Joseph learned that Eversource had apparently not taken the necessary steps to "re-energize" after "going solar" such that Mr. Joseph had not realized certain anticipated savings or benefits. At this time, Mr. Joseph was not requesting action by the Board, as he was pursuing the matter himself, but wanted the Board to be made aware.

Ms. Salamoff noted upcoming affordable housing-related events at the Morse Institute Library on July 9, 2019 and at the Community Senior Center on June 11, 2019.

Ms. Malone expressed appreciation to state, federal and local partners following the training exercise held in and around the Natick Mall the previous evening, June 2, 2019, with particular appreciation to our local first responders and all who participated. Mr. Hickey added details about the event.

ADJOURNMENT

On a motion by Ms. Salamoff, seconded by Mr. Freedman, the Board unanimously voted to adjourn the Board of Selectmen's Meeting at 8:42 p.m.

Jonathan Freedman, Clerk

June 3, 2019 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on _____, 2019.

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

BOARD OF SELECTMEN – TOWN OF NATICK

DRAFT MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

June 10, 2019

6:00 PM

PRESENT: Chairman Michael J. Hickey, Jr., Vice Chair Susan G. Salamoff, Clerk Jonathan Freedman, Member Richard P. Jennett, Jr., and Member Karen Adelman-Foster

ALSO PRESENT: Town Administrator Melissa A. Malone and Executive Assistant Trish O'Neil

ABSENT: None.

The Chairman called the meeting to order at 6:05 p.m. in Open Session and announced that the meeting was being recorded by Pegasus. The Pledge of Allegiance was recited and a moment of silence was observed in memory of Natick Firefighters.

ANNOUNCEMENTS:

Proclamation Joseph T. Everett. Dr. Donna McKenzie provided history. Ms. Salamoff read the proclamation. Mr. Hickey and members wished Mr. Everett well and thanked him for his family's contributions to the Town.

Chief Hicks announced Officer of the Year: Officer Sean Taylor. Nominated by his peers. Officer Taylor thanked the Board, his sergeants, the Chief, command staff. The Board congratulated Officer Taylor.

Chief Hicks provided a recap of the Natick Mall "Full Scale Exercise" of June 2, 2019, noting contributions by Sgt. Brett Conaway, and Deputy Chief Dow, and thanking the Natick Mall and our federal and state partners.

Mr. Freedman announced upcoming public meeting of MassDOT re: Route 9 and 27 improvements: Wed 6/12 at Wilson Middle School Auditorium at 7 p.m.

Mr. Freedman announced upcoming Camp Arrowhead reopening ceremony: Sat 6/15 at 9:30-11:30 am. Parking at AmVets. Parking for handicapped at camp.

Mr. Freedman announced upcoming Natick Housing Production Plan meetings: June 11, 2019 4-8 p.m. at the Morse Institute Library and July 9, 2019 4-8 p.m. at Community Senior Center.

Ms. Salamoff noted the passing of former Selectman Mel Willens, who served for approximately 15 years. He was very dedicated to the community, and will be missed.

CITIZEN'S CONCERNS

None.

APPOINTMENTS

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

Justin McGuire: Over last month, attended 2 mtgs. Have read everything I can find. Still like to be on board. Mr. Hickey congratulated Mr. McGuire for his recent graduation from the Citizens Leadership Academy.

Christine Therrien: Town Meeting member for 3 years (just reelected). Ms. Therrien explained reason for interest in the Board and summarized professional experience (10 years in health care field).

Following questions and comments, Mr. Jennett moved to appoint Mr. McGuire for term ending 5/1/2022 and to appoint Ms. Therrien for term ending 5/1/2021. Ms. Adelman-Foster seconded the motion. 5-0-0 approval.

Interviews for Appointment to the Cultural Council, Term Ending 6/30/2021

David Krentzman: Natick resident of 35 yrs. Served on # of nonprofit boards. Learned many not returning to Cultural Council, so would like to serve. MFA in stage acting and directing. Professional songwriter and musician. Ms. Salamoff moved to appoint Mr. Krentzman to a term ending 6/30/2021. Ms. Adelman-Foster seconded the motion. 5-0-0 approval.

Ms. Joag will return at the June 24, 2019 meeting.

Interview for Appointment to the Council on Aging, Term Ending 6/30/2022

Shirley Magnarelli: Now cancer free, want to give back to senior center. Also volunteered in office for several years and went to Citizens Leadership Academy. Ms. Salamoff moved to appoint Ms. Magnarelli to a term ending 6/30/2022. Ms. Adelman-Foster seconded the motion. 5-0-0 approval.

DISCUSSION AND DECISION

Joint Meeting of the Board of Selectmen, the Board of Health, and the School Committee to Vote to Support the Launch of Natick 180.

Ms. Sugarman, Mr. White and Chief Hicks led the discussion on the Town's new model for addressing substance misuse. Mr. White explained that the original goals of the Opioid Task Force was to build a support system, bring in local resources, make recommendations for service expansion, and develop partnerships with stake holders in community. In most or all respects, the goals have been met.

Chief Hicks reviewed progress to date, actions taken, e.g., disposed of 2k pounds of unused meds, \$ 700K awarded to town in grants, private donations, and legislative earmarks.

Mr. provided the background and overview of new proposed model ("new coalition structure"). Everything under the Board of Health, then led by a steering committee, and organized around various action teams – 1) awareness and educ, 2) Natick above the influence, and 3) access to services action team. Will also continue to work with community at large. The steering committee will take a larger oversight role.

Chief Hicks then reviewed priorities going forward. Mr. White discussed marketing.

Mr. White explained that there is a memo to the Board requesting dissolution of the OTF.

Mr. Hickey acknowledged the memo but indicated that based on input from Ms. Malone the Board will only take a vote to support Natick 180 model this evening, and come back in the future to dissolve the OTF. Ms. Malone noted that other Boards are in attendance, and will endorse the new model at their respective meetings. Ms. Malone explained why she recommends postponing dissolution of the OTF.

Ms. Adelman-Foster moved to affirm support for new structure of Natick 180. Mr. Jennett seconded the motion. 5-0-0 approval.

Vote on the Order of Taking for the Route 27 (North Main Street) Project

Mark Coviello: Project Engineer. Vote on dedication of municipal parcels: In order for DOT to certify ROW, town has to vote to dedicate certain parcels necessary for the restructuring. There are 11 easements needed for use of this project in perpetuity. Other vote will be order of taking. In order for DOT to certify right of way for Rt. 27 construction project, town has to demonstrate all easements have been obtained. This vote will allow Town to compensate property owners. 12 owners have waived payment and donated easements totaling 27K. Total amount authorized is \$1,170, 750. Number of affected property owners in total is 196 privately owned properties. (Katherine Klein from KP Law noted that motion does not have to list specific number – just directing compensation be paid in line with the appraisals).

Mr. Jennett moved to approve and execute the order of taking (per motion provided by KP Law – full text of which is available online). Ms. Salamoff seconded the motion. 5-0-0 approval.

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

Mr. Jennett moved to approve and execute the dedication of municipal parcels (per motion provided by KP Law – full text of which is available online). Mr. Freedman seconded the motion. 5-0-0 approval.

Middlesex Path Dog Park

Mr. Hickey explained that the purpose of this item is to allow an opportunity for further discussion in a more wide ranging setting and, based on that, move in to requested action and make decisions.

Mr. Hickey reminded Mr. Jennett that he had asked why a water tight barrier was not suggested, and asked if he had received feedback. Mr. Jennett explained that his main concern is whether all specifications developed by Town boards and committees were met with the RFP, the barrier being a recommendation of the Board of Health. Mr. Jennett expressed concerns about management and maintenance, and questioned whether FIDO would be responsible for ongoing maintenance, such as mowing, replacing wood chips, etc. Mr. Hickey indicated his understanding that basic maintenance (mowing, snow removal, etc.) will be done by Town, as with any other Town park. Mr. Jennett inquired where residents should go if they have a complaint. Ms. Malone indicated they should use the see-click-fix app, or call the Town Hall. Mr. Freedman sought clarity on the Stanton Foundation's point-of-contact, noting that the Memorandum of Understanding (MOU) requires one. Ms. Malone confirmed that she should be designated as such.

Dr. Matthew Gardner, Chair of Conservation Commission, spoke about extent of due diligence, and some of the concerns voiced by nearby residents. He confirmed that the Con Com would ultimately be responsible for the park. While acknowledging that it didn't progress, Mr. Hickey inquired about Dr. Gardner's impressions of the aquifer protection district (APD)-related appeal. Noting that he is a chemist, Dr. Gardner explained that the Con Com had ultimately concluded, and communicated as much to the Planning Board, that the park would not negatively impact the APD. He did not feel that nitrogen loading issues would be problematic.

Attorney representative of the Middlesex Path group (residents opposed to the dog park) spoke about concerns with liquid or leachable waste, arguing that the APD bylaw prohibits disposal except in accordance with Title V (and that wood chips are not an acceptable method of disposal of urine under Title V).

Mr. Peter Nottonson, Parker Court. Explained various reasons he is opposed to the Dog Park.

Mr. Jim McKinney: Explained concerns with history of permitting process and various reasons he is opposed to the Dog Park. Mr. McKinney suggested the Board was being fooled.

Ms. Melissa Probst: Appreciated opinions about impacts to water and Dr. Gardner's expertise, but it's not about that – it's about Board of Selectmen's duty to enforce the bylaws. Ms. Probst suggested that the Building Commissioner lied in a memo to advance this project. She suggested that people have conspired to push the project through and get around the law.

Mr. Hickey – addressing Ms. Probst – and a prior speaker’s comment – took issue with suggesting that a Town employee (who is not in attendance) was lying, and the suggestion that the Board is being fooled. He explained that the Board is made up of professional people who have done extensive due diligence based on all the information provided, and have read every memo and email, etc. He asked that Ms. Probst consider that staff are people too before suggesting that people are lying or being fooled.

BOS Values and Visions as Basis for 2019 Goals

Mr. Hickey reminded the Board that it had adopted a one page statement in March after putting in considerable work and thought. Ms. Malone provided an update that she has been working with senior staff and Directors to develop short and long range items (action planning) in furtherance of the vision and values. The focus is on trying to build a vibrant place where people come to live and work. Ms. Malone provided an overview of focus areas, such as expansion of water and other infrastructure, leveraging state for capital investments, planning and zoning, supporting the businesses and residents that are here.

Mr. Freedman indicated that he would like to know more about timeframes, so we can use those milestones as a way of knowing if we are on target. Ms. Malone indicated that she would provide quarterly updates.

Town Hall Office Hours

Mr. Hickey provided a recap of a multi-week, public discussion about the proposal to close Town Hall at 11:00 p.m. Ms. Salamoff explained that she proposed that the Board recommend this to the Town Administrator.

Ms. Adelman-Foster proposed a “friendly amendment” to suggest TA do a trial period of 8 months to be evaluated after 6 months. There is enthusiasm but also reservations. An intermediate step would be prudent.

Ms. Terry Evans, Planning Board Member, explained that the Planning Board tends to run very late, and expressed concern about the proposal. She would welcome the chance to have Town Hall close at 12 a.m.

Ms. Salamoff argued that a hard stop is needed and that it challenges groups to reconsider how they do their business. Mr. Hickey indicated that he supports the hard stop concept based on what is in the best interests of the Town and its residents, which is paramount to what is in the best interests of a particular board.

Ms. Salamoff moved that the Board recommend to the Town Administrator that Town Hall closes at 11 p.m. Monday through Thursday, starting in July 2019, stating that it’s time to change the culture. Ms. Adelman-Foster indicated that she would vote for it if there is an understanding that we will hear a report and have an opportunity to re-evaluate in December. Mr. Freedman seconded the motion. 5-0-0 Approval.

REQUESTED ACTION

Deputy Town Administrator for Operations: Contracts

Award contract for construction of Middlesex Path Dog: Cassidy Landscaping LLC 299,750. Mr. Freedman moved to award the contract. Mr. Jennett seconded the motion. Mr. Hickey noted that the motion is subject to receiving funds from Stanton Foundation, and otherwise contingent on the three (3) conditions outlined in Town Procurement Officer's memorandum (attached to agenda online). 5-0-0 Approval.

Approve and sign Memorandum of Understanding between the Town of Natick and the Stanton Foundation. Mr. Jennett moved to accept the Memorandum of Understanding. Mr. Freedman seconded the motion with a "friendly amendment" to use the word "approve" instead of "accept". 5-0-0 Approval.

Accept \$225,000 grant from the Stanton Foundation for construction of Middlesex Path Dog Park. Moved by Mr. Jennett and seconded by Mr. Freedman. 5-0-0 Approval.

Accept \$74,750 gift from FIDO, Inc. for construction of Middlesex Path Dog Park. Mr. Chenard noted that the gift must be accepted as a contingent gift – subject to conditions noted by Ms. McPherson on behalf of FIDO, Inc. [DO WE NEED TO RECITE CONDITIONS THAT WERE DISCUSSED AT THE MEETING? IF SO, MAY NEED TO REVIEW TAPE B/C THEY WERE NOT LISTED IN THE DRAFT MINUTES.] Moved by Mr. Jennett and seconded by Mr. Freedman to accept gift, subject to conditions noted. 5-0-0 Approval.

Award contract for parking meter poles replacement. PacCon \$68,100. Insufficient funds to do all poles, so doing 70 (for ADA compliance). Moved by Mr. Freedman, seconded by Ms. Salamoff. 5-0-0 approval to award contract.

Public Hearing-Lookout Farm: Alteration of Premises – Mr. Freedman read the public hearing notice, and moved to open the public hearing. Mr. Jennett seconded the motion. 5-0-0 to open the public hearing.

Mr. Mofenson appeared on behalf of Lookout Farm. In summary, he is seeking approval to proceed with several items: 1) patio 1 (year round) currently operating until 6 p.m. (wants to operate until 8 p.m.) 2) Patio 2 – permitted for use in September and October only on weekends and holiday Mondays (asking to approve so that it is identical to patio 1, year round, same hours of operation. Small patio is part of rental agreement when we rent the green house. Actually not year round - April to November is year round for the farm. 3) Expansion of back room. It's old kitchen space now used for storage. We want to make it a continuous space. 4) moving hours of consumption (earlier) to 10 a.m. (but 11:00 a.m. is actually the intent, in order to open earlier). All regulations regarding patio 2 would remain the same – with staff member there.

APRIL TO NOVEMBER FOR SECOND PATIO – NOT YEAR ROUND. YEAR ROUND IN FOR PATIO 1.

Mr. Freedman indicated that he is happy to support the change. Mr. Hickey concurred, as did Mr. Jennett.

Public comments:

George Snelling, farm neighbor: Live next door. Current capacity is 137. This would add 33 additional.

Eileen Zagbe Sassamon Road: Not for or against. Just questions for clarification. Huge fan of tap room. Inquired about means of ingress/egress.

Scorrow Stodarabuken: Supportive.

Mr. Jennett moved to close the public hearing. Mr. Freedman seconded the motion. 5-0-0 vote to close the public hearing.

Mr. Jennett moved to approve the alteration of premises. Mr. Freedman seconded the motion. 5-0-0 vote to approve the alteration.

Lookout Farm: Approve Amendment of Operating Hours: Mr. Jennett moved to approve expansion of operating hours from 12 p.m. to 11 a.m. in the tap room and the greenhouse, to increase the patio hours from 12-6 p.m. to 12-8 p.m., and to expand patio 2 seasonal license from September-October to April-November. Mr. Freedman seconded the motion. 5-0-0 to approve amendments to operating hours.

Public Hearing-Brokk and Eitri, LLC: Application for S.12 Wine and Malt License - public hearing was opened on 5/28; continued to 6/24 meeting.

Brokk and Eitri, LLC: Application for a Common Victualer's License – Mr. Jennett, noting ongoing discussions relative to the applicant's request for a liquor license, moved to issue the common victualer's license. Ms. Adelman-Foster seconded the motion. 5-0-0 vote to issue the common victualer's license.

Public Hearing-Smashburger: Application for S. 12 Wine and Malt License - Public hearing was opened 5/28/19; continued to 6/24/19 Selectmen's Meeting

SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

Ms. Salamoff explained that the Means-Tested Senior Tax Exemption Study Committee met on May 30, 2019 and will meet again on June 13, 2019. The goal is to update the Board at its June 24, 2019 meeting.

Mr. Freedman explained that the Audit Advisory Committee met last week with Town's finance staff to discuss annual audit. This will come back to the Board of Selectmen in summary form in near future. One item of discussion remaining for NPS. Committee also meeting this coming Wednesday June 12, 2019 to discuss the topic of the special audit that Ms. Malone and Dr. Nolin discussed earlier this year. wed at 8 to talk about special audit MM and Anna talked about this year. DOT meeting is also that night.

Mr. Freedman also indicated that the Financial Planning Committee would be meeting in the near future – in the process of trying to find a date that works for Committee members and staff.

Mr. Jennett noted that the Economic Development Committee is postponing their next (Weds) meeting.

Ms. Salamoff again noted the housing goals meeting scheduled for tomorrow night (see Announcements).

CONSENT AGENDA

The Chair asked if any members of the public would like to discuss any item on the consent agenda and no discussion was requested. Mr. Hickey asked to remove/postpone item _____ regarding distribution of BAA (Marathon) funds from the Consent Agenda. The Chair asked for a motion to approve the remainder of the Consent Agenda. Moved by Mr. Jennett and seconded by Mr. Freedman, the Board voted unanimously to approve the Consent Agenda, excluding the item removed and conditional upon the fulfillment of all recommendations from Town Agencies and/or Departments.

TOWN ADMINISTRATOR NOTES

SELECTMEN'S CONCERNS

CORRESPONDENCE

Selectmen's Correspondence:

Town Administrator's Correspondence

ADJOURNMENT

On a motion by Mr. Freedman, seconded by Mr. Jennett, the Board unanimously voted to adjourn the Board of Selectmen's Meeting at 10:10 p.m.

Jonathan Freedman., Clerk

June 10, 2019 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on _____,
2019

po'n

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

ITEM TITLE: Release of Executive Session Minutes: April 3, 2019
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
4/3/19	7/18/2019	Cover Memo

BOARD OF SELECTMEN – TOWN OF NATICK

EXECUTIVE SESSION MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

April 3, 2019

7:00 PM

PRESENT: Chair Michael J. Hickey, Jr., Vice Chair Susan G. Salamoff, Clerk Jonathan H. Freedman, Karen Adelman-Foster, and Richard P. Jennett, Jr.

ALSO PRESENT: Town Administrator Melissa A. Malone, Town Counsel Karis North, Police Chief James Hicks, and Executive Assistant Trish O’Neil

At the conclusion of the public meeting at 7:29 p.m., the Chair asked for a motion to enter Executive Session for a discussion under Purpose 3. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to enter Executive Session, confirmed by a roll call vote as follows:

Mr. Hickey	Yes
Ms. Salamoff	Yes
Mr. Freedman	Yes
Ms. Adelman-Foster	Yes
Mr. Jennett	Yes

The Board convened Executive Session at 7:33 p.m.

Purpose 3: Strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the Chair so declares – Natick

Patrol Officers’ Association: Ms. Malone stated that an agreement has been reached on the Patrol Officers’ Contract for July 1, 2015-June 30, 2018. [REDACTED]

[REDACTED] The Union authorized two of its members to sign the agreement this afternoon, and the last step is for the Selectmen to review, approve, and sign the agreement. [REDACTED]

[REDACTED] Mr. Hickey noted that the contract would have to be ratified in Open Session. Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted 5-0-0 to approve the Collective Bargaining Agreement between the Town of Natick and the Natick Patrol Officers’ Association for the period of July 1, 2015-June 30, 2018 and that the administration proceed with any and all public notices and discussions necessary prior to the vote to ratify the contract in Open Session, which will take place at the April 16th Selectmen’s Meeting. The vote was confirmed by roll call as follows:

Mr. Hickey	Yes
Ms. Salamoff	Yes
Mr. Freedman	Yes
Ms. Adelman-Foster	Yes
Mr. Jennett	Yes

All of the Selectmen signed the Agreement.

ADJOURNMENT: Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 5-0-0 to adjourn at 8:02 p.m., with the vote confirmed by roll call as follows:

Mr. Hickey	Yes
Ms. Salamoff	Yes
Mr. Freedman	Yes
Ms. Adelman-Foster	Yes
Mr. Jennett	Yes

Jonathan H. Freedman, Clerk

Submitted by: Trish O'Neil, Executive Session, Board of Selectmen

April 3, 2019 Executive Session Minutes Approved by the Board of Selectmen on April 29, 2019 and forwarded for review to Town Counsel on May 1, 2019.

ITEM TITLE: Approve Request to Occupy the Public Way: Natick Center Cultural District Annual ArtWalk on 7/25/19

ITEM SUMMARY: Postponed from 7/18/19

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

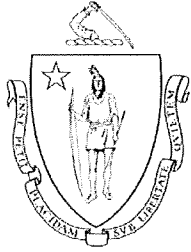
[Quoted text hidden]

ITEM TITLE: Attorney General's Determinations re Ron Alexander

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
July 16, 2019	7/18/2019	Cover Memo
July 3, 2019	7/18/2019	Cover Memo



MAURA HEALEY
ATTORNEY GENERAL

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

(617) 727-2200
(617) 727-4765 TTY
www.mass.gov/ago

July 16, 2019

VIA E-MAIL ONLY

Ronald Alexander
ron.alexander10@comcast.net

RE: Request for Reconsideration

Dear Mr. Alexander:

Our office received your e-mail on July 3, 2019, in which you request reconsideration of our determination letter, OML 2019-80. That determination resolved three Open Meeting Law complaints that you filed with the Natick Board of Selectmen (the "Board") on September 19 and 20, 2018. The complaints alleged that the Board violated the Open Meeting Law by posting an insufficiently detailed meeting notice that failed to list an open session prior to its executive session and failed to include the date and time of posting, and that the Chair failed to notify attendees that the meeting was being recorded. We found that the Board violated the Open Meeting Law by failing to include the date and time the meeting notice was posted on or with the notice, but we did not find violations as to the other allegations.

There is no statutory right to reconsideration by the Office of the Attorney General of an Open Meeting Law determination. While the Division of Open Government generally will not reconsider past determinations, the Division will grant reconsideration where the request identifies a clerical or mechanical error in the determination or a significant legal or factual issue that the Division may have overlooked or misapprehended in resolving the complaint.

We have reviewed your request, and decline to reconsider our determination. Your request for reconsideration does not identify any clerical or mechanical error in the determination or a significant legal or factual issue that the Division may have overlooked or misapprehended in resolving the complaint. With regard to the meeting notice, our determination is consistent with our numerous prior determinations in which we have concluded that it is not necessary to separately list "open session" as a distinct topic prior to the executive session when the meeting notice otherwise makes clear that there will be an open session that the public is welcome to attend. The meeting notice in this instance was nearly identical to the one at issue in determination OML 2015-110, insofar as the notice's masthead clearly stated the start time of the

Ronald Alexander
July 16, 2019
Page 2

meeting as 6:00, and therefore provided context placing the executive session as a topic for discussion during an otherwise open meeting.

Next, you dispute the Board's assertion that there were no other attendees present at the start of the August 20 meeting, on which we relied in finding that the Board did not violate the Open Meeting Law, which requires that "[a]t the beginning of the meeting the chair shall inform other attendees of any recordings." G.L. c. 30A, 20(f). Although there were, as you state, many attendees present by the time the Board reconvened in open session at approximately 7:50 pm following its executive session, the facts that you identify do not contradict the Board's assertion that there were no attendees present when the meeting began at 6:00 pm.

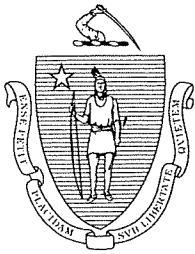
Although we consider this matter closed, we note that three or more registered voters may initiate a civil action to enforce the Open Meeting Law in Superior Court. See G.L. c. 30A, § 23(f).

Very truly yours,



Carrie Benedon
Assistant Attorney General
Director, Division of Open Government

cc: Natick Board of Selectmen
Karis North, Esq.



MAURA HEALEY
ATTORNEY GENERAL

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

(617) 727-2200
www.mass.gov/ago

July 3, 2019

OML 2019-80

Karis North, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

RE: Open Meeting Law Complaints

Dear Ms. North:

This office received three complaints from Ronald Alexander on November 5, alleging that the Natick Board of Selectmen (the "Board") violated the Open Meeting Law, G.L. c. 30A, §§ 18-25.¹ Between September 19 and September 23, Mr. Alexander filed eight separate Open Meeting Law complaints with the Board, and subsequently requested further review by our office of six of those complaints. This determination addresses complaints one, two, and three; we separately issued a determination, OML 2019-65, addressing complaints four, five, and six. These three complaints were originally filed with the Board on September 19 and 20 and you responded to the complaints, on behalf of the Board, by letter dated October 10. In complaints one and three, Mr. Alexander alleges that the notice for the Board's August 20 meeting notice lacked sufficient detail because it failed to list an open session prior to its executive session topics and contain the date and time of posting. In complaint two, Mr. Alexander alleges that "[t]he Chair failed to notify all attendees of any recordings."

We appreciate the patience of the parties while we reviewed these matters. Following our review, we find that the Board violated the Open Meeting Law by failing to include on its August 20 meeting notice the date and time the notice was posted, but not in the other ways alleged. In reaching this determination, we reviewed the original complaints, the Board's response to the complaints, the complaints filed with our office requesting further review, and

¹ All dates in this letter refer to the year 2018, unless otherwise indicated.



the Board's August 20 meeting notice and open session meeting minutes. We also reviewed a video recording of the Board's meeting and spoke with you by phone on June 19, 2019.²

FACTS

The Board posted notice for a meeting to be held on August 20 at 6:00 P.M. The notice stated as follows:

BOARD OF SELECTMEN
Edward H. Dlott Meeting Room
AGENDA
August 20, 2018
6:00 PM

Open Session Begins at 7:15 PM

EXECUTIVE SESSION

Real Property

- a. Mechanic Street
- b. 5 Auburn Street (Riverbend School)
- c. 22 Pleasant Street

Litigation: Navy Yard

The notice then listed 11 additional broad topics, under which more specific topics were listed for discussion.

The August 20 meeting was held as planned. At 6:03 P.M. the Chairman, Amy Mistrot, called the meeting to order and requested that the Board enter into executive session for the aforementioned purposes. The Board then approved a vote, by unanimous roll call, to convene in executive session. Chair Mistrot announced that the Board would reconvene in open session at approximately 7:00 P.M. The Board then met in executive session and reconvened in open session at 7:50 P.M. The meeting adjourned at 10:36 P.M.

DISCUSSION

1. The Board's August 20 Meeting Notice Contained Sufficient Notice That an Open Session Would be Held.

Prior to entering into executive session, a public body must convene in open session, the chair must state the purpose to the executive session, stating all subjects that may be revealed without compromising the purpose for which the executive session was called, and a majority of

² The video can be found at:
<https://videoplayer.telvue.com/player/994DtmGEsi0VDYK3jJI2BJ72GfgNIpU2/media/375986?autostart=false&showtabssearch=true>

the members of the public body must vote to enter into executive session. G.L. c. 30A, §§ 21(b)(1)-(3). The masthead on the notice for the Board's August 20 meeting made clear that the meeting began at 6:00 PM, but that open session would be held after executive session, stating "Open Session begins at 7:15 PM."

In response to complaint one, we conclude that it was clear that an open session meeting would take place on August 20 following the 6:00 P.M. executive session, as the full notice provided context placing the executive session as a topic for discussion during an otherwise open meeting. When the only business to be discussed during an open session are the procedural requirements for entering executive session, we have written that public bodies must list "Open Session" on the meeting notice, as this is the only means by which members of the public are informed that a public body will, in fact, hold an open meeting that they are permitted to attend. See OML 2018-80; OML 2013-9; OML 2012-68.³ Without such notice, members of the public are essentially denied the opportunity to attend and learn the reasons for the executive session. See OML 2018-80; OML 2013-195. However, where additional open session topics are included in a meeting notice, as was the case here, we have not required that a public body list "Open Session" as a distinct topic. See OML 2018-80; OML 2015-157; OML 2015-110; OML 2015-105. We therefore find that the Board was not required to list "Open Session" in its August 20 meeting notice and did not violate the Open Meeting Law by omitting this statement. Nonetheless, we note that in response to the complaints and to provide even greater clarity to the public, the Board has voluntarily begun separately listing "Open Session" prior to "Executive Session" on its meeting notices. We commend the Board for taking such action.

2. Where There Were no Attendees Present at the Beginning of the Meeting, the Chair Was Not Required to Announce that the Meeting was Being Recorded.

The Open Meeting Law requires that "[a]t the beginning of the meeting the chair shall inform other attendees of any recordings." G.L. c. 30A, § 20(f). The requirement that the Chair inform attendees of any recording includes any recording made by the Board or members of the public body itself, including those made for public broadcasting or administrative purposes. See OML 2017-162; OML 2012-24.

Complaint two alleges that the Chair failed to announce that the August 20 meeting was being recorded. Indeed, the meeting was being recorded by Natick Pegasus Inc. In its response, the Board does not dispute that the Chair did not make an announcement regarding the recording. However, the Board asserts that there were no attendees other than the Board members present at the start of the meeting. Unlike, for example, where the Open Meeting Law imposes an absolute duty on a Chair to state the purpose for an executive session prior to entering into executive session, compare G.L. c. 30A, § 21(b)(3), here the law specifically requires that the Chair "notify other attendees." If there were no other attendees present, there was no obligation to make a statement that the meeting was being recorded. We therefore find no violation of the Open Meeting Law.

³ Open Meeting Law determinations may be found at the Attorney General's website, www.mass.gov/ago/openmeeting.

3. The Board's August 20 Meeting Notice Failed to Include the Date and Time that the Notice was Posted.

The Open Meeting Law requires that public bodies post notice of all meetings at least 48 hours in advance, excluding Saturdays, Sundays and legal holidays. G.L. c. 30A, § 20(b). The date and time that the notice is posted must be conspicuously recorded on or with the notice itself. 940 CMR 29.03(1)(d). Complaint three alleges that the meeting notice for the August 20 meeting did not contain the date and time that the notice was posted.⁴ Here, the Board acknowledges that the meeting notice did not include the date and time of posting and has committed to including the date and time of posting on future meeting notices. Indeed, we note that the Board remedied this issue immediately after the instant complaint was filed, and that subsequent meeting notices beginning in September 2018 have included the date and time the notice was posted.

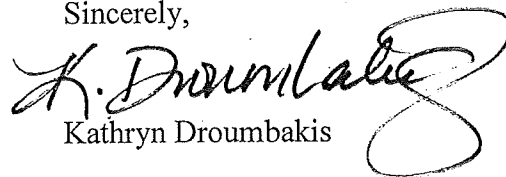
Although we find a violation of the Open Meeting Law here and recognize the complainant's role in bringing the issues to the Board's attention, we also commend the Board for taking prompt remedial action to ensure future compliance. We note that at the time the complainant filed the complaint with our office for review, the Board had already amended its practice and had begun including the date and time of posting on every meeting notice. In situations where a violation has been acknowledged and corrective action taken, we urge complainants to consider whether it is necessary to forward complaints to this office for further review. Pursuing such complaints with this office after a public body has acknowledged its violation and pledged to take steps so that it won't be repeated takes up scarce state and local resources without advancing the Open Meeting Law's goal of improved governmental transparency.

CONCLUSION

We find that the Board violated the Open Meeting Law by failing to include on its August 20 meeting notice the date and time that the notice was posted, but not in the other ways alleged. We order immediate and future compliance with the law's requirements, and we caution that similar future violations could be considered evidence of intent to violate the law.

We now consider the complains addressed by this determination to be resolved. This determination does not address any other complaints that may be pending with our office or the Board. Please feel free to contact our office at 617-963-2540 if you have any questions regarding this letter.

Sincerely,


Kathryn Droumbakis

⁴ Although the complaint alleges that the meeting notice failed to include the date and time the notice was posted, the Complainant does not dispute that the notice was posted 48 hours in advance as required.

Special Assistant Attorney General
Division of Open Government

cc: Natick Board of Selectmen
Ronald Alexander

This determination was issued pursuant to G.L. c. 30A, § 23(c). A public body or any member of a body aggrieved by a final order of the Attorney General may obtain judicial review through an action filed in Superior Court pursuant to G.L. c. 30A, § 23(d). The complaint must be filed in Superior Court within twenty-one days of receipt of a final order.