NATICK BOARD OF SELECTMEN
AGENDA
School Committee Conference Room, 3rd Floor,
Town Hall
Wednesday, October 2, 2019
7:00 PM

Agenda Posted Monday, 9/30/19 at 2:21 p.m. Amended at 4:00 p.m.

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

1. 7:00 OPEN SESSION - Call to Order
2. ANNOUNCEMENTS
   A. Green Communities Grant Award
   B. 2020 Boston Marathon
3. 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. 7:15 REQUESTED ACTION
   A. Approve One-Day Liquor License: Natick Service Council
   B. Approve One-Day Beer and Wine License: Exhibit 'A' Brewing Company
   C. Approve One-Day Beer and Wine License: Avenu at Natick
   D. Sustainability Coordinator: Approve Energy Efficiency Project Contracts
      1. Energy Reduction Project at Johnson Elementary School
      2. LED Conversion at Community-Senior Center
      3. LED Conversion at Natick Fire Headquarters
   E. Route 27 Layout Alteration Plans (Article 23, 2019 Fall Annual Town Meeting)

      Vote to alter the layout of North Main Street (Route 27) and the adjacent streets as shown on a set of plans entitled "Layout Alteration Route 27 Roadway Improvements North Main Street Natick, Massachusetts," dated April 2, 2019, prepared by Lighthouse Surveying, LLC and sign the referenced plans.
5. 7:40 APPOINTMENTS
   A. Kathy Dopp: Interview for Appointment to the Conservation Commission

Term Expires June 30, 2022

B. Kyle Bollen: Interview for Appointment to the Historical Commission

Term Expires June 30, 2020

C. Jeffrey Curran: Interview for Appointment to the Cultural Council

Term Expires June 30, 2020

6. 8:00 BOARD OF SELECTMEN UPDATES

A. Downtown Fire Update

B. East Park and Navy Yard

C. Marijuana and Liquor Licensing

7. 8:15 DISCUSSION AND DECISION

A. 2019 Fall Annual Town Meeting - Citizen Petition Articles (NOTE: A list of Warrant Articles and text are available on the Town Website at Natickma.gov, in the Town Clerk's Office, the Selectmen's Office, the Post Office, the Bacon Free Library, and the Morse Institute Library, and at one location in each precinct)

- Citizen Petition Articles
  1. Article 43 (Jerry Pierce, Judy D'Antonio, et al.): Annual Appropriation to Subsidize Operation of Lincoln Cafe at Community-Senior Center
  2. Article 42 (Saul Beaumont, et al.): Feasibility Study for Increased Parking Spaces for Morse Institute Library
  3. Articles 39-40 (J. Paige Adams, et al.): Amend General and Zoning Bylaws and Natick Charterto Change References to Board of Selectmen to Select Board and Chairman to Chair

- Board of Selectmen/Town Administrator-Sponsored Articles
  1. Article 1 (Town Administrator): Fiscal 2020 Omnibus Budget
  2. Article 9 (Town Administrator): Rescind Authorized, Unissued Debt
  3. Article 25 (Board of Selectmen): Access to Hunnewell Fields

B. Metropolitan Planning Organization: Nomination for Regional Seat

C. School Committee Letter of September 10, 2019

D. Consent Agenda Policy

E. Follow-Up Re Four-Year Fiscal Forecast Presentation

8. SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

9. CONSENT AGENDA

A. Approve Small Business Saturday Proclamation

B. Re-Appoint Ganesh Ramachandran to the Affordable Housing Trust Fund and Community Development Advisory Committee

Terms Expire June 30, 2021

C. Re-Appoint Alyssa Springer to the Community Development Advisory Committee

Term Expires June 30, 2022

D. Approve Franconia Ave Block Party on 10/19/19 (RD: 10/20/19 or 10/26/19)

E. Approve Earth Day Banner for Week of 4/20/2020

F. Authorize Chair to Sign the Agreement for the Execution of the WestMetro Home Consortium Home Investment Partnerships Program with the Town of Newton

10. TOWN ADMINISTRATOR NOTES

11. SELECTMEN'S CONCERNS

12. CORRESPONDENCE

A. Correspondence 10/2/19

13. ADJOURNMENT

NEXT MEETING DATES: Mon. 10/7; Mon. 10/28, Mon. 11/4

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

Meeting recorded by Natick Pegasus

ITEM TITLE: Green Communities Grant Award

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Letter of Award-Dept. of Energy Resources	9/24/2019	Cover Memo

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF
ENERGY AND ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENERGY RESOURCES
100 CAMBRIDGE ST., SUITE 1020
BOSTON, MA 02114
Telephone: 617-626-7300
Facsimile: 617-727-0030

Charles D. Baker
Governor

Karyn E. Polito
Lt. Governor

Kathleen A. Theoharides
Secretary

Judith F. Judson
Commissioner

August 28, 2019

Town Administrator Melissa A. Malone
Town Hall
13 East Central Street
Natick, MA 01760

Dear Town Administrator Malone:

I am pleased to inform you that the Department of Energy Resources (DOER) Green Communities Division has approved an award of $150,622 for the following projects proposed in the town of Natick's Green Communities Competitive Grant application.

List of projects funded:

- $37,457, Johnson Elementary School— Unit ventilator commissioning
- $61,780, Senior Center— LED lighting
- $51,385, Fire Horizon— LED lighting

The Division reviewed Natick's grant application and has determined these are viable projects that meet the eligibility requirements of our Competitive Grant program. **Please note that, due to the competitive nature of this grant program, the use of these funds is restricted to the specifically-approved projects listed above.**

Jane Pfister, Green Communities Grant Coordinator, will follow up with the contact listed in your competitive grant application to discuss next steps, including coordination of the grant contract process. The Green Communities Division looks forward to working with the town of Natick on its grant projects. We congratulate you on your grant award and applaud your efforts to create a cleaner energy future for your community and the Commonwealth as a whole.

Please do not hesitate to contact me at 617-626-7832 or by email at Joanne.Bissetta@mass.gov with any questions you may have regarding your grant award.

Sincerely,

Joanne Bissetta, Deputy Director
Green Communities Division

Cc: Jillian Wilson Martin, Sustainability Coordinator

Neal Duffy, Green Communities Regional Coordinator

ITEM TITLE: 2020 Boston Marathon

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Directions for Charities to Apply	9/30/2019	Cover Memo

TOWN OF NATICK SEEKING PROPOSALS FROM NON-PROFIT AGENCIES
2020 BOSTON MARATHON RUNNERS TO RAISE FUNDS FOR SELECTED ORGANIZATIONS

The Town of Natick is seeking proposals from Natick based non-profit 501(c)(3) organizations and municipal departments regarding fundraising opportunities in support of programs and services that benefit Natick residents.

These funds are available through a partnership between the Town of Natick and the Boston Athletic Association (BAA). These Entries will be provided to Marathon runners who commit to raising a minimum of $6,000 for the selected charities.

Interested area non-profits and municipal departments must submit a proposal no later than **5:00 p.m. on October 31, 2019** to Donna Donovan, Office of the Town Administrator, 13 East Central Street, Natick MA 01760 or via email to ddonovan@natickma.org. The proposal must not exceed 3 pages and must include, at a minimum, the following information:

- Organization name, address, contact person, phone number and email address
- Nature of the organization, types of program(s) offered, target population, how long the organization has been in business, and the organization's Federal Tax ID number
- A complete description of the types of program(s) or other activity that would be developed or supported with these funds
- Identification of other sources of funds available in support of the organization. Our objective in requesting this information is to evaluate the sustainability of the program.
    - For non-profit organizations: a listing of all grants received in the most recently completed full fiscal year, endowments and/or trusts, and all other sources of operational and capital funds.
    - For municipal departments: the department's FY 2019 operating budget, a listing of all grants received in FY 2018 and FY 2019 (to date)
    - Note that this information may be provided as an appendix to the Proposal and is not included in the 3 page limitation.
- Whether any prospective runners who are Natick residents have already agreed to sponsor the organization
- Whether the organization has previously been sponsored by a Boston Marathon runner

The Town will review all proposals and identify those that will be selected to receive funding through this program. Depending on the charity's capacity to manage this fundraising program, the Town has the discretion to either (A) Give the BAA Invitational Entries directly to the selected charities; these agencies would then identify their runners and coordinate fundraising directly with them, or (B) Runners will choose from our selected charities and determine one or more for which they will raise funds.

The selected charities will be required to:

- Establish a system to secure the $6000 commitment from each runner. Runners must complete an ACH Form authorizing a bank withdrawal in an amount not to exceed $6,000 to the extent that these funds have not been remitted by the runner or others who donated on their behalf. Completed ACH

forms need to be submitted to the Town Administrator's office. Note that runners are typically given until May 31st to raise funds.

- Assist the runner(s) in their fundraising effort through promotional efforts (website, news releases, etc.), events, etc
- Establish a mechanism for donors to make on-line donations that will be clearly identified as being in support of a particular runner. *Note that this year the BAA is strongly urging that all donations be made through www.crowdrise.com/2020BostonMarathon.* The BAA can provide assistance to the charities if needed to set their runners up in this system.
- Properly track donations and accurately credit each runner for donations made on their behalf.
- Provide a report to the Office of the Town Administrator's office by June 16, 2020, summarizing the funds raised by each runner.

The Town of Natick anticipates that this program will be repeated annually, so Natick based organizations and municipal departments not selected this year could apply again and be considered in subsequent years.

Please contact Donna Donovan at 508-647-6410 or ddonovan@natickma.org with any questions about this program.

ITEM TITLE: Approve One-Day Liquor License: Natick Service Council

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Application	9/30/2019	Cover Memo
Police Recommendation	9/30/2019	Cover Memo

Office Use Only:
Date Pmt Rec'd: _____ Fee Paid: $_____ Check No: _____
Police Department approval issued ☐ Notes: _____
Board of Health approval issued ☐ _____

Board of Selectmen Decision Date _____
Approved ☐ ☐ Denied

TOWN OF NATICK

ONE-DAY LIQUOR LICENSE APPLICATION (SECTION 14 LICENSE)

(Type or print clearly; illegible applications will not be accepted)

A ***nonprofit**** organization may apply for either a one-day all-alcohol license or one-day beer and/or wine license. A ***for profit***** organization may apply for a one-day beer and/or wine license ONLY. Special license-holders CANNOT purchase alcoholic beverages from a package store; alcoholic beverages must be purchased from a State licensed supplier: https://www.mass.gov/service-details/apply-for-a-special-license-or-permit-abcc.

Date Submitted: 9/17/19 **Fee: $100.00**

The undersigned hereby applies for a One-Day Liquor License in accordance with the provisions of the Statutes relating thereto:

Applicant Information:

Name Lauren Mann

Organization Natick Service Council

Address 2 Webster Street

Phone number 508-655-1791 Email address LMann@natickservicecouncil

Type of Organization: ☑ Nonprofit* ☐ For profit**

Type of alcohol to be served: ☐ All alcohol (nonprofit organizations only)
☑ Beer and/or Wine (any organization)

If wine is being donated a charity wine fundraising license will be issued in conjunction with a one day license.

Wine Donors Austin Liquors

Event Details:

Type of event Fundraiser

Location where event will be held Walnut Hill School for the Arts

Date of event 10/10/19 Hours of event 7pm/10pm

Estimated attendance 150

Alcohol Service Details:

Catering/Serving Company Sodexo Catering

Address 12 Highland Street

Contact Person Peter Walker

Phone number 508-653-4312 Email address catering@walnothillarts.org

Please add any additional information you think may be pertinent: _____

Please print and submit completed application to the Board of Selectmen's Office (508-647-6410), Natick Town Hall, 13 East Central Street, Natick, MA 01760, or email to poneil@natickma.org or ddonovan@natickma.org. See additional important licensing information on the Town website at natickma.gov: click on Government, then on Board of Selectmen, then on Grants, Licenses & Permits. Contact the Board of Health (508-647-6460), located on the second floor of Town Hall, regarding any other permits you may need or requirements you should be aware of pertaining to your application for a one-day alcohol license.

PLEASE NOTE: **If your application is approved, the Town of Natick will require:**

1. **Proof of current alcohol server training through either the TIPS or the AIM *in-person* training programs. *Online server training certification, such as eTIPS, will NOT be accepted by the Town of Natick.***
2. **A certificate of liability insurance naming the Town of Natick as an additional insured.**

Donna Donovan <ddonovan@natickma.org>

Re: License request

1 message

Brian Lauzon <lauzon@natickpolice.com> Tue, Sep 24, 2019 at 12:38 PM
To: Donna Donovan <ddonovan@natickma.org>

Donna,

After reviewing we would recommend that the BOS, acting as the Licensing Authority for the Town of Natick, approve this request. If approved the applicant should be provided copies of the Town of Natick's alcohol beverage service policy. Also, please have them provide to me, in advance, copies of the required alcoholic beverage service training certificates for any person participating in beverage service. Lastly, we would request that the applicant attempt to secure one police paid detail officer for the event during those times that alcoholic beverages are being served by calling Sgt. Forde at 508-647-6400 ext. 9540.

Respectfully submitted,

Lt. Brian G. Lauzon

On Tue, Sep 17, 2019 at 2:06 PM Donna Donovan <ddonovan@natickma.org> wrote:

> Thank you.
>
> Donna Donovan
> Senior Executive Assistant
> Town of Natick
> 508-647-6410
>
> ---------- Forwarded message ---------
> From: **Lauren Mann** <lmann@natickservicecouncil.org>
> Date: Tue, Sep 17, 2019 at 1:45 PM
> Subject: License request
> To: <ddonovan@natickma.org>
>
> Hi Donna,
>
> Nice chatting earlier, thanks for always being so helpful!
>
> Attached is the one day liquor license request. Let me know what next steps would be. Thanks again!
>
> Lauren
>
> Sent from my iPhone

ITEM TITLE: Approve One-Day Beer and Wine License: Exhibit 'A' Brewing Company

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Application	9/24/2019	Cover Memo
Police Recommendation for Approval	9/24/2019	Cover Memo

Office Use Only:
Date Pmt Rec'd: _____ Fee Paid: $_____ Check No: _____
Police Department approval issued ☐ Notes: _____
Board of Health approval issued ☐ _____

Board of Selectmen Decision Date _____
Approved ☐ ☐ Denied

TOWN OF NATICK

ONE-DAY LIQUOR LICENSE APPLICATION (SECTION 14 LICENSE)

(Type or print clearly; illegible applications will not be accepted)

A *nonprofit organization may apply for either a one-day all-alcohol license or one-day beer and/or wine license. A *for profit*** organization may apply for a one-day beer and/or wine license ONLY. Special license-holders CANNOT purchase alcoholic beverages from a package store; alcoholic beverages must be purchased from a State licensed supplier: https://www.mass.gov/service-details/apply-for-a-special-license-or-permit-abcc.**

Date Submitted: 9/12/19 **Fee: $100.00**

The undersigned hereby applies for a One-Day Liquor License in accordance with the provisions of the Statutes relating thereto:

Applicant Information:

Name Kelsey Roth

Organization Exhibit 'A' Brewing Company

Address 81 Morton Street, Framingham, MA 01702

Phone number 508-202-9297 Email address kelsey.roth@exhibit-a-brewing.com

Type of Organization: ☐ Nonprofit* ☑ For profit**

Type of alcohol to be served: ☐ All alcohol (nonprofit organizations only)
☑ Beer and/or Wine (any organization)

If wine is being donated a charity wine fundraising license will be issued in conjunction with a one day license.

Wine Donors_____

Event Details:

Type of event Mini-Golf at the Library

Location where event will be held Morse Institute Library

Date of event March 6, 2020 Hours of event 7pm - 10pm

Estimated attendance 200

Alcohol Service Details:

Catering/Serving Company Exhibit 'A' Brewing Company

Address 81 Morton Street, Framingham, MA 01702

Contact Person Kelsey Roth

Phone number 508-202-9297 Email address kelsey.roth@exhibit-a-brewing.com

Please add any additional information you think may be pertinent: We were thrilled to participate in this event last time and are looking forward to 2020. Kelsey Roth has in-person alcohol training through Daniel Trent Alcohol Intervention Methods. His cards are included in the application. If additional staff is needed, we will ensure that they are from Exhibit 'A' Brewing staff and are also in-person certified.

Please print and submit completed application to the Board of Selectmen's Office (508-647-6410), Natick Town Hall, 13 East Central Street, Natick, MA 01760, or email to poneil@natickma.org or ddonovan@natickma.org. See additional important licensing information on the Town website at natickma.gov: click on Government, then on Board of Selectmen, then on Grants, Licenses & Permits. Contact the Board of Health (508-647-6460), located on the second floor of Town Hall, regarding any other permits you may need or requirements you should be aware of pertaining to your application for a one-day alcohol license.

PLEASE NOTE: **If your application is approved, the Town of Natick will require:**

1. **Proof of current alcohol server training through either the TIPS or the AIM *in-person* training programs. *Online server training certification, such as eTIPS, will NOT be accepted by the Town of Natick*.**
2. **A certificate of liability insurance naming the Town of Natick as an additional insured.**

Kelsey

Roth

2019

Birthdate:

6/04/70

Expires:

4/13/22

Issued By:

Chief of Police

ALCOHOL SERVER ID

FRAMINGHAM

In case of complaint or discourtesy
notify Framingham Police Department

(508) 872-1212

CAMPBELL TRENT

508.756.8542

Kelsey Roth

CERTIFIES:

ALCOHOL INTERVENTION METHODS

CERTIFICATION NUMBER: 80707

EXPIRES: APR 13 2022

Patricia O'Neil <poneil@natickma.org>

One-Day Liquor License Application from Exhibit 'A' Brewing Co.

5 messages

Kelsey Roth <kelsey.roth@exhibit-a-brewing.com> Fri, Sep 13, 2019 at 12:40 PM
To: Patricia O'Neil <poneil@natickma.org>, Donna Donovan <ddonovan@natickma.org>

Hello Patricia and Donna,

Attached please find our application for next year's Mini Golf in the Library along with my alcohol training certificate.

I'm sending the check out today.

Cheers,

Kelsey Roth
--
General Manager
Certified Cicerone®
Exhibit 'A' Brewing Company
81 Morton Street
Framingham, MA 01702

2 attachments

One-Day Liquor License-EAB-Morse-2020.pdf
351K

Kelsey-AIM+ASI.pdf
38K

Patricia O'Neil <poneil@natickma.org> Mon, Sep 16, 2019 at 8:54 AM
To: Brian Lauzon <lauzon@natickpolice.com>

Hi Brian. Recommendations?
[Quoted text hidden]
--
Trish O'Neil
Executive Assistant
Town of Natick
13 East Central Street
Natick, MA 01760
P: 508-647-6410
F: 508-647-6401
poneil@natickma.gov
www.natickma.gov

2 attachments

One-Day Liquor License-EAB-Morse-2020.pdf
351K

Kelsey-AIM+ASI.pdf
38K

Brian Lauzon <lauzon@natickpolice.com> Mon, Sep 16, 2019 at 11:10 AM
To: Patricia O'Neil <poneil@natickma.org>

Is this a one-day beer and wine, or one day liquor? I think it needs to be beer and wine only.
[Quoted text hidden]

Patricia O'Neil <poneil@natickma.org> Mon, Sep 16, 2019 at 11:28 AM
To: Brian Lauzon <lauzon@natickpolice.com>

Hi Brian. Yes, it's beer and wine only.
[Quoted text hidden]

Brian Lauzon <lauzon@natickpolice.com> Mon, Sep 16, 2019 at 11:45 AM
To: Patricia O'Neil <poneil@natickma.org>

Trish,

After review we would recommend that the BOS, acting as the licensing authority for the Town of Natick, approve this application with the request that the petitioner be given a copy of the Town of Natick Alcohol Service Policy and that they attempt to secure a Natick Police detail officer for those times alcohol service is being made.

Respectfully submitted,

Lt. Brian G. Lauzon
[Quoted text hidden]

ITEM TITLE: Approve One-Day Beer and Wine License: Avenu at Natick

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Application	9/11/2019	Cover Memo
Police Recommendation	9/12/2019	Cover Memo

Office Use Only:
Date Pmt Rec'd: _____ Fee Paid: $_____ Check No: _____
Police Department approval issued ☐ Notes: _____
Board of Health approval issued ☐ _____
Board of Selectmen Decision Date _____
Approved ☐ ☐ Denied

TOWN OF NATICK

ONE-DAY LIQUOR LICENSE APPLICATION (SECTION 14 LICENSE)

(Type or print clearly; illegible applications will not be accepted)

A *nonprofit organization may apply for either a one-day all-alcohol license or one-day beer and/or wine license. A *for profit*** organization may apply for a one-day beer and/or wine license ONLY. Special license-holders CANNOT purchase alcoholic beverages from a package store; alcoholic beverages must be purchased from a State licensed supplier: https://www.mass.gov/service-details/apply-for-a-special-license-or-permit-abcc.**

Date Submitted: 9/4/2019 **Fee: $100.00**

The undersigned hereby applies for a One-Day Liquor License in accordance with the provisions of the Statutes relating thereto:

Applicant Information:

Name Avenu at Natick

Organization _____

Address 3 Superior Drive

Phone number 508-433-6143 Email address lrappaport-atlas@natdev.com

Type of Organization: ☐ Nonprofit* ☑ For profit**

Type of alcohol to be served: ☐ All alcohol (nonprofit organizations only)

☑ Beer and/or Wine (any organization)

If wine is being donated a charity wine fundraising license will be issued in conjunction with a one day license.

Wine Donors _____

Event Details: Grand Opening Celebration

Type of event Ribbon Cutting/Grand Opening of apartment complex

Location where event will be held Avenu at Natick

Date of event 10/23/2019 Hours of event 5:00 - 7:00 PM

Estimated attendance 125

Alcohol Service Details:

Catering/Serving Company Baker's Best Catering

Address 150 Gould Street

Contact Person Haley Koshivas

Phone number 617-332-4588 Email address

Please add any additional information you think may be pertinent:

Invitees will include Natick town officials, Avenu at Natick residents and their family members, Avnue at Natick staff and National Development team. We will have valet parking service for all attendees.

Beer and wine will be served by Baker's Best catering team. Ribbon cutting ceremony.

Tours of the apartment complex.

Please print and submit completed application to the Board of Selectmen's Office (508-647-6410), Natick Town Hall, 13 East Central Street, Natick, MA 01760, or email to poneil@natickma.org or ddonovan@natickma.org. See additional important licensing information on the Town website at natickma.gov: click on Government, then on Board of Selectmen, then on Grants, Licenses & Permits. Contact the Board of Health (508-647-6460), located on the second floor of Town Hall, regarding any other permits you may need or requirements you should be aware of pertaining to your application for a one-day alcohol license.

PLEASE NOTE: **If your application is approved, the Town of Natick will require:**

1. **Proof of current alcohol server training through either the TIPS or the AIM *in-person* training programs. *Online server training certification, such as eTIPS, will NOT be accepted by the Town of Natick.***
2. **A certificate of liability insurance naming the Town of Natick as an additional insured.**

Donna Donovan <ddonovan@natickma.org>

Re: One day alcohol license

1 message

Brian Lauzon <lauzon@natickpolice.com> Fri, Sep 6, 2019 at 1:40 PM
To: Donna Donovan <ddonovan@natickma.org>

Donna,

After review we would recommend approval of this request for a one day "Beer & Wine" license with the condition, that since this is open to the public the applicant seek to hire a Natick Police Detail Officer to be on-site while alcohol service is being made. Please have the caterer forward to me in advance the servers training certificates so that I can review them.

Respectfully,

Lt. Brian G. Lauzon

On Wed, Sep 4, 2019 at 11:50 AM Donna Donovan <ddonovan@natickma.org> wrote:

> Hi Brian,
>
> Please see attached.
>
> Thank you.
>
> Donna Donovan
> Senior Executive Assistant
> Town of Natick
> 508-647-6410

ITEM TITLE: Sustainability Coordinator: Approve Energy Efficiency Project Contracts

ITEM SUMMARY:
1. Energy Reduction Project at Johnson Elementary School
2. LED Conversion at Community-Senior Center
3. LED Conversion at Natick Fire Headquarters

ATTACHMENTS:

Description	Upload Date	Type
Memo-J. Wilson Martin	9/26/2019	Cover Memo
Energy Reduction Project at Johnson Elementary School	9/26/2019	Cover Memo
LED Conversion at Community-Senior Center	9/26/2019	Cover Memo
LED Conversion at Natick Fire Headquarters	9/26/2019	Cover Memo

Memorandum

To: Natick Board of Selectmen

CC: Melissa A. Malone, Town Administrator

William Chenard, Deputy Town Administrator

From: Jillian Wilson Martin, Sustainability Coordinator

Date: September 25, 2019

Subject: Green Communities Grant and Energy Efficiency Project Contracts

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Dear Natick Board of Selectmen:

The Massachusetts Department of Energy Resources's (DOER) recently awarded the Town of Natick with $150,622 to complete energy efficiency projects at the Johnson Elementary School, Community Senior Center and Fire Headquarters.

The Green Communities grant covers about half of these projects' costs, which total $255,716. The $105,094 balance will be funded by approximately $40,000 utility incentives and $65,000 in capital funds that were appropriated at Town Meeting for this purpose.

In total, the projects are expected to deliver more than $30,000/yr in energy cost savings to the Town, resulting in a simple payback of less than three years on the Town's investment.

Today, we are ready to request your approval on the attached contracts for these projects, which qualify as services for energy conservation as allowed under M.G.L c.25A section 14. Each of the projects is less than $100,000 and subject to prevailing wage. The Town intends to contract with Horizon Solutions and Hobart Energy Services, which are Eversource-approved contractors, to complete the following:

- $81,980, Community Senior Center — Light Emitting Diode (LED) lighting
- $71,385, Fire Headquarters — Light Emitting Diode (LED) lighting
- $62,457, Johnson Elementary School — Unit Ventilator Recommissioning

Note, these do not add up to $255,716 because the contracts stipulate the vendor is responsible for applying for and receiving the utility incentives.

Additional background material is provided on the following pages, which serve as an Appendix, including:

- Exhibit 1: Grant award letter from the Department of Energy resources, dated September 3, 2019
- Exhibit 2: Table outlining the estimated cost, utility incentive, Town contribution and energy savings associated with each project, as submitted to Green Communities in March 2019

Thank you for your consideration of these contracts.

Jillian Wilson-Martin <jwmartin@natickma.org>

NATICK—Competitive Grant Contract Documents

Pfister, Jane (ENE) <jane.pfister@state.ma.us> Tue, Sep 3, 2019 at 3:37 PM
To: "Jillian Wilson-Martin (jwmartin@natickma.org)" <jwmartin@natickma.org>
Cc: "mmalone@natickma.org" <mmalone@natickma.org>, "selectmen@natickma.org" <selectmen@natickma.org>, "Duffy, Neal (ENE)" <neal.duffy@state.ma.us>

Dear Jillian-

Congratulations! The Department of Energy Resources (DOER) Green Communities Division has approved a Competitive Grant award of **$ 150,622.00** to fund:

- $37,457, Johnson Elementary School— Unit ventilator commissioning
- $61,780, Senior Center— LED lighting
- $51,385, Fire Horizon— LED lighting

Please note that, due to the competitive nature of this grant program, **the use of these funds is restricted to the specifically approved projects** listed above.

The contract associated with this grant will expire on September 30, 2020.

Please note also that there is some flexibility to shift funds between the individual approved projects, within the parameters of your overall grant award. If you anticipate the need to shift funds from one approved project to another, please contact me before proceeding. Likewise, please contact Jane if you anticipate not expending your full grant award due to project cancellation or postponement.

Natick may have provided estimated figures for incentives from your gas and/or electricity utility provider. With specific projects identified for funding, DOER asks Natick to set up a meeting with your gas and/or electricity utility representative AND your Regional Coordinator to explore available incentives and the process and timing of applications. You or your Regional Coordinator can confirm to me by email that this meeting has taken place. (Contingency #1)

The contract document is attached with one additional file (MA Standard Contract Attachments.pdf) which includes four attachments (Commonwealth Terms and Conditions, Contractor Authorized Signatory Listing, Request for Taxpayer Identification Number and Certification (W-9), and Electronic Funds Transfer Sign Up Form). Together these five documents comprise the contract between DOER and the Town of Natick.

If nothing needs to change on either the W-9 or EFT forms (since a previous designation or competitive contract), please confirm that by email. It is the policy of DOER to sign only one original contract, so please send just one original of each signed document or page to me at the address below.

DOER will return a scanned signed contract to you for Town records when it has been entered into the state's system and has been assigned a Contract ID number.

Please review these documents carefully. Let me know if you have any questions or propose making changes. **Please pay particular note to the contract end date.**

I draw your attention to the following elements in these contract documents to review and consider:

I. THE STANDARD CONTRACT (page 1)

- The Anticipated Start Date or **Effective Date** is the latest signature date (this will be the **date when DOER signs** the returned contract forms). No obligations have been incurred prior to the Effective Date in order to be eligible to be paid by competitive grant funds for approved project work. Contract End Date is **September 30, 2020**.

II. ATTACHMENT C – SCOPE OF GRANT AWARD

- Please review all the contingencies carefully.
- DOER will require confirmation that the town has applied for all gas and electric rebates available for eligible energy conservation or efficiency measures. Grantee is required to have documentation from utilities regarding rebates before selection and installation of products.
- Disbursement of Funds schedule; 25%, 50%, and 25% after completion, site inspection, approval of a final grant report.

III. ATTACHMENT D – BUDGET

- Grant funds budgeted over 2 Fiscal Years.

Please return **one copy of all signed documents to me by mail**. **That will be a minimum of 5 signed original pages**; standard contract form page 1, Commonwealth Terms and Conditions, page 2, Authorized Signatory Listing, Mass version of W9, and EFT form. I would appreciate an email when they are in the mail so I can look for them.

As soon as DOER has signed the returned contract, I will email the Town with the Effective Date, so obligation may be incurred, and work may begin on approved projects.

I look forward to working with you in the future. Please contact me if you have any questions or concerns.

Best Regards,

Jane

Jane Pfister, Grant Coordinator

Green Communities Division

Department of Energy Resources

100 Cambridge Street, Suite 1020

Boston, MA 02114

617-626-1194 (direct)

jane.pfister@mass.gov

Creating a Clean, Affordable, and Resilient Energy Future for the Commonwealth

2 attachments

natick CPT8 grant contract.pdf
2218K

MA Standard Contract Attachments.pdf
202K

Building Name and/or Location	Project Name (description) [1, 7]	Projected Project Completion (month/year) (optional)	Projected Annual Electricity Savings or Generation (kWh)[2]	Projected Annual Natural Gas Savings (therms)[2]	Projected Annual Oil Savings (gallons)[2]	Projected Annual Cost Savings[2] ($)	Total Project Cost ($) [4]	GC Grant Funding ($) [5]	Utility Incentives ($)	Other Grants (please list source in column N) ($)	Town Contribution ($)	Funding Source(s) for Other Grants and Town Contribution	Audit or Study Reference
Johnson Elementary	Unit Ventilator Recommissioning	Dec-19		4,887		$6,108.75	$ 66,122.00	$ 37,457.00	$ 3,665.00	$ -	$ 25,000.00	Capital	B2Q
Community Senior Center	Interior/Exterior LED	Dec-19	70,909			$12,054.53	$ 99,507.00	$ 61,780.00	$ 17,727.00	$ -	$ 20,000.00	Capital	Horizon
Fire Horizon	Interior LED	Dec-19	74,809			$12,717.53	$ 90,087.00	$ 51,385.00	$ 18,702.00	$ -	$ 20,000.00	Capital	Horizon
NATICK		N/A	**145,718**	**4,887**	**0**	**$30,880.81**	**$255,716.00**	**$150,622.00**	**$40,094.00**	**$0.00**	**$65,000.00**	N/A	N/A

Town of Natick
Contract for Services Related to the
Energy Reduction Project at the Johnson Elementary School

This Agreement is made this _____day of _____, 2019, by and between the Town of Natick with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, by the Natick Board of Selectmen (hereinafter the "Town," or the "Client"), and Hobart Energy Services, Inc., a corporation with a principal place of business at 30 Crescent Dr. Salem, MA (hereinafter the "Contractor").

The words "he," "him" and "his" in this Agreement, 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 and Scheduling

In consideration of the obligations herein contained, Contractor shall perform the work included in the scopes of work in the B2Q proposals dated March 5, 2019 (the "Project"), which is attached hereto and incorporated herein by reference. All materials shall be new and shall meet UL, Federal, State and Local code requirements. Any material change to the scope of work, including acceptance of the additional cost for the work, shall be agreed upon by both parties in writing before the work is performed. The work will be considered complete, with the exception of any minor open items, after the Client and Utility representative review and approval of the work (herein referred to as the "certificate of completion").

Contractor provides this proposal based on Prevailing wage requirements, if applicable, and all work performed during normal work week (6:00 A.M. to 3:30 P.M. local time), unless otherwise stated in the proposal (subject to M.G.L. c. 149, §34).

Contractor shall install the Project with regard for the appearance and condition of the Client's property. Waste material shall be removed daily.

The Client will cooperate and coordinate with Contractor on scheduling and maximize productivity on Energy Conservation projects. The Client will allow Contractor access to areas of the building to ensure rapid, efficient installation and completion of the Project.

Contractor shall employ the following Subcontractors to accomplish the scope of work.

- B2Q Associates (engineering, commissioning, project management)
- Automated Logic Corporation (controls and electrical contracting)
- Enterprise Equipment Company, Inc. (mechanical contracting)

2. Standard of Care

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

3. Term

The term of this Agreement shall be for one (1) year, commencing as of the execution date of this Agreement, and ending one (1) year later.

4. Order of Priority of Agreement Documents

In the event of any conflict among the Agreement Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Agreement (if any)
Second Priority:	Agreement

5. Payment

In consideration for performance of the work in accordance with the requirements of this Agreement, the Client shall pay Contractor the prices in the Schedule of Values set forth in Exhibit A, which is attached hereto and incorporated by reference.

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

Payment shall be made to Contractor for work completed in accordance with this Agreement. All requests for payment shall be submitted to the Client as an invoice and shall specify work completed and progress made toward completing deliverables.

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

If the Client objects to all or part of any invoice, the Client 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 Contractor to engage the services of a specialized contractor or companies other than those originally proposed in B2Q's proposal, Contractor shall take such measures only with the Client's prior written approval. Charges for such services shall be billed directly to the Client unless otherwise agreed upon by the parties.

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

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

6. Warranty

It is understood and agreed that Contractor will perform all services hereunder in a professional manner with appropriately skilled employees or subcontractors. Contractor warrantees the workmanship for one (1) year from the date of the certificate of completion and shall assign all applicable Manufacturers' warranties for products used on the Project to the Client. Contractor shall also assist in completing all applicable warrantee registration forms and explain the warrantee process for these Manufacturer warranties.

7. Compliance with Laws

Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Agreement and any extension or renewal thereof. Without limitation, 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 Agreement shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

Contractor shall insure and shall require each of its subcontractors to carry the following insurance to the extent stated:

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

b. Commercial General Liability Insurance, $1,000,000 each occurrence and $2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

c. Automobile Liability Insurance, covering all non-owned and hired vehicles - Combined single limit of $1,000,000.

d. Professional Liability Insurance, covering errors and omissions, $1,000,000 each

claim and $2,000,000 aggregate limit.

e. Excess Liability Insurance, Umbrella Form - $1,000,000 each occurrence and $2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance and employer's liability under workers' compensation insurance.

f. The Town of Natick shall be named as additional insured on each such policy of Commercial General Liability Insurance and, if required, Automobile Liability Insurance.

g. All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760, before such cancellation or amendment shall take place."

h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Client 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. 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.

i. Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance and, if required, automobile liability insurance, which indicate that the Town of Natick are named as additional insureds on each such policy.

j. No insurance shall be obtained from an insurer which:

1. is not licensed to sell insurance in the Commonwealth of Massachusetts; or

2. is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.

k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Agreement and shall operate as an immediate termination thereof.

9. Indemnification

Contractor shall compensate the Client for all damage to the Client's property of any nature arising out of Contractor's work. To the fullest extent permitted by law,

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, to the extent caused by the willful or negligent acts, errors or omissions by Contractor and those of anyone for whom Contractor is legally liable, arise out of the breach by Contractor of its obligations under this Agreement, or the act or omission of 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 Contractor under the Agreement, 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 Contractor or any of its officers, employees, or subcontractors regarding the subject matter of this Agreement. Said costs shall include, without limitation, legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Client and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Agreement, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Agreement, 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 Contractor, its employees, or subcontractors, regarding the subject matter of this Agreement.

11. Familiarity with Area of Work

By signing this Agreement, Contractor acknowledges that it has examined the subject matter of this Agreement, including, without limitation, the provision of energy consulting services, and that it is familiar with all sites which are the subject of this Agreement in the Town of Natick and with all conditions of this Agreement. Contractor has entered into this Agreement in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

The nature of Contractor's work includes the installation of energy efficiency equipment and solutions. Contractor does not take responsibility for the following existing conditions at the Project site: existing code violations, structural issues, deteriorating wiring and hazardous material, such as asbestos, lead paint, and oil. To the extent that Contractor and/or its officers, employees, agents, subcontractors or consultants do not cause the presence of hazardous material at the Project site, Contractor and its officers, employees, agents, subcontractors and consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous material in any form at the Project site. If Contractor discovers hazardous material at the Project site, it shall immediately notify the Client in writing and shall refrain from disturbing or

taking any action with respect to the hazardous material in the absence of the Client's written direction. In the event Contractor does disturb such hazardous material or does take such action without written direction, the limitation of liability in this paragraph shall not apply.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

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

15. Use of Alcohol and Controlled Substances Prohibited

Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of Contractor is prohibited on Town property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of Contractor violates the foregoing provision, the Client shall have the right to order that such officer, employee, agent, or representative of Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, 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, Contractor, its officers, employees, agents, subcontractors, 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 Contractor who is performing services under this Agreement, Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Client that such employee passed Contractor's pre-employment criminal background screen. In the event

that any employee refuses to permit Contractor to provide such information to the Client, Contractor shall not assign such employee to perform services for the Client, and such employee shall not be authorized to perform services for the Client. The Client shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

Except as specifically set forth in this Agreement, 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 Contractor shall breach any provision of this Agreement, which breach is not cured within twenty-one (21) days of written notice thereof from the Client to Contractor, the Client shall have the right to terminate this Agreement upon written notice to Contractor.

b. If any assignment shall be made by Contractor or by any guarantor of Contractor for the benefit of creditors, or if a petition is filed by Contractor or by any guarantor of 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 Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Client may terminate this Agreement upon written notice to Contractor.

c. The award of this Agreement and the continued operation of this Agreement are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Agreement. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Client shall no longer be under any obligation to tender performance, including payment, under the terms of this Agreement. In that event, the Client may terminate this Agreement upon written notice to Contractor.

d. The Client may terminate this Agreement upon written notice to Contractor if a source of money to fund the Agreement is lost during the Agreement term. In the alternative, the parties may agree in writing to amend the Agreement to provide for an Agreement price which represents a reduced appropriation for the Agreement term.

e. The Client may also terminate this Agreement for convenience upon thirty

(30) days' written notice to Contractor.

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

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

20. Notices

Except as otherwise provided in this Agreement 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 of Natick:	Melissa A. Malone Town of Natick 13 East Central Street Natick, MA 01760
With copies to:	Karis North, Esq. Murphy, Hesse, Toomey & Lehane, LLP 300 Crown Colony Drive, Suite 410 Quincy, MA 02169
If to Contractor:	Ed Skeffington Hobart Energy Services, Inc. 30 Crescent Dr. Salem, MA 01970

21. Miscellaneous Provisions

a. Any action at law or suit in equity instituted by Contractor as a result of the performance, non-performance or alleged breach of this Agreement 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 either party shall constitute a waiver of a right or duty afforded to that party under the Agreement, 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 either party shall be construed as a waiver or in any way limit the legal

or equitable remedies available to that party. No waiver by either party of any default or breach by the other party shall constitute a waiver of any subsequent default or breach.

c. If Contractor discovers or is informed of any discrepancy or inconsistency in the Agreement Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, Contractor shall promptly, before commencing services under this Agreement, report the same to the Client in writing.

d. Contractor acknowledges that it has not been influenced to enter into this Agreement, nor has Contractor relied upon any warranties or representations not set forth in this instrument.

e. Contractor shall maintain the confidentiality of information designated by the Client as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Client has expressly waived such confidentiality in advance in writing.

g. Contractor shall not represent or purport to represent that it speaks for the Client vis-à-vis the media or the public at-large without the Client's express, written consent in advance.

h. Prior to commencing services under this Agreement, Contractor shall furnish the Client, 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.

i. By entering into this Agreement, Contractor certifies under penalties of perjury that its entry was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

j. By entering into this Agreement, 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.

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. Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to Contractor with respect to the services required to be provided under this Agreement. 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.

m. 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. 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.

n. 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.

o. Contractor shall not assign or subcontract in whole or in part this Agreement or in any way transfer any interest in this Agreement, other than the Subcontractors listed above, without the prior express written approval of the Client.

p. This Agreement may be amended only by written consent of both parties.

q. Contractor shall not assign any money due or to become due to Contractor unless the Client shall have received prior written notice of such assignment. No such assignment shall relieve Contractor of its obligations under this Agreement.

r. If any provision, or portion thereof, of this Agreement shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in effect to the extent permitted by law.

s. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

t. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.

u. This Agreement is executed in triplicate as a sealed instrument.

(The remainder of this page is left intentionally blank.)

Town of Natick
Contract for Services Related to the
Energy Reduction Project at the Johnson Elementary School

The Town of Natick, Massachusetts	Hobart Energy Services, Inc.
By: The Natick Board of Selectmen	By:
_____	_____
Michael J. Hickey, Jr., Chairman	Signature
_____	_____
Susan G. Salamoff, Vice Chairman	Printed Name
_____	_____
Jonathan Freedman, Clerk	Printed Title
_____	
Richard P. Jennett, Jr.	
_____	
Karen Adelman-Foster	
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 Agreement is available therefor, and that the Natick Board of Selectmen is authorized to execute this Agreement and to approve all requisitions and execute change orders.

_____ Dated: _____
Arti P. Mehta
Comptroller, Town of Natick

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

_____ Dated: _____
Karis North, Esq.

Town of Natick
Contract for Services Related to the
Energy Reduction Project at the Johnson Elementary School

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

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

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

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

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

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

_____
Signature

_____
Printed Name

_____
Printed Title

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

Town of Natick
Contract for Services Related to the
Energy Reduction Project at the Johnson Elementary School

Exhibit A: Project Cost and Payment Terms

Company Name: Town of Natick
Billing Address: 13 East Central Street, Natick Town Hall, Natick, MA 01760

Purchase Order/Contract #:

Project Cost:

Labor, Material, Disposal Costs	$66,122.00
Sales Tax on Material	N/A
Total Project Cost	$66,122.00

*Less: *ESTIMATED Project Incentives*

Utility	App #	
Eversource		$3,665.00
Total Incentives		$3,665.00
Net Project Cost to Client		**$62,457.00**

Note:

Project Payment Terms:

Amount to be paid by the Client to Contractor $62,457.00
(Payable 30 days after invoice date))

Amount to be paid by Utilities to Contractor $3,665.00
(Contractor will collect this amount directly from the Utilities)

Total Project Cost $66,122.00

Schedule of Values:

Recommissioning Testing	$10,000.00	
Repair of Failed Components	$37,000.00	Estimated budget cost – to be proposed as formal change order to be separately approved by Town prior to starting work
Programming, Commissioning, and Closeout	$9,211.30	Substantial Completion
Retainage	$6,245.70	10%
Total Contract Amount	$62,457.00	

The final invoice date will be determined by the "Certificate of Completion" as described in the Terms & Conditions.

Exhibit B: Project Proposal **See next page.**

JOHNSON ELEMENTARY SCHOOL

TOWN OF NATICK
99 S MAIN ST
NATICK, MA

Prepared by:

B2Q Associates
100 Burtt Rd. Ste. 212
Andover, MA

Revision Date:
9/25/2019

Turnkey Unit Ventilator Recommissioning

B2Q Associates
100 Burtt Rd. Suite 212
Andover, MA 01810
(978) 208 – 0609
www.b2qassociates.com

September 25, 2019

Ms. Jillian Wilson-Martin
Sustainability Coordinator
Town of Natick
75 West St.
Natick, MA 01760

RE: Proposal for Turnkey Unit Ventilator Recommissioning at Johnson Elementary School

Dear Jillian,

B2Q is pleased to provide you with this proposal for a turnkey unit ventilator (UV) re-commissioning project at Johnson Elementary School, located at 99 S Main St. in Natick, MA. B2Q has surveyed the facility with the intent of developing projects for which the Town can submit requests for Green Communities Act grant funding. B2Q and Natick have developed a strong history of completing energy conservation projects with the HVAC Occupancy Sensors project in 2017 and the Chilled Water Pump VFD and Archive Room Air Conditioning projects from 2018 in the Library and RTU Fan VFD Upgrades in Police/Fire in 2018. Our intent is that this project will further contribute to the cost saving and carbon reducing goals for the Town. Additionally, based on conversations we've had with the Town and our review of the school's historical utility data, it appears that Johnson School uses significantly more natural gas than expected. We believe that the scope of this project would identify and correct the cause of this increased use.

ECONOMICS SUMMARY

The estimated economics for this proposed project are given in the table below. B2Q intends to submit a custom incentive application to Eversource to reduce the net cost to the Town and the Green Communities Act grant may cover up to the remainder of the project cost after utility incentive. Please note that there is no published formula for custom incentives, but B2Q's experience has been that $0.75/therm is a reasonable estimate on many projects and we have therefore used this value in the table below.

1	Unit Ventilator Recommissioning					
Utility	Savings	Units	% Savings		Cost Savings	
Electricity	0	kWh	0.0%	$	-	/yr
Natural Gas	4,887	therms	26.3%	$	5,131	/yr
Total Energy	489	MMBtu	11.2%	$	5,131	/yr

Implementation First Cost	$ 66,122
Gas Utility Incentive	$ 3,665
Net Cost	$ 62,457

Simple Payback	12.2 yr

Environmental Impact

The proposed project would result in net emissions reductions for the Town of Natick. These results are summarized in the table below.

1	Unit Ventilator Recommissioning							
	Equivalent Emissions Reductions							
Utility	Energy Savings		CO_2	NO_X	SO_X	Gasoline	Trees	Homes
-	-	-	lb_e	lb_e	lb_e	gal	-	-
Electricity	0	kWh	0	0	0	0	0	0.0
Natural Gas	4,887	therms	57,119	824	61,286	2,908	665	2.4
Total	**489**	**MMBtu**	**57,119**	**824**	**61,286**	**2,908**	**665**	**2.4**

Project Description

The scope of this proposal is intended to address issues with the school's unit ventilators (UVs) through recommissioning to identify potentially failed components that may be wasting energy or negatively impacting comfort. The recommissioning process would include testing each component (e.g. fan, motor, damper, steam valve, thermostat, etc.) by stepping through its sequence of operation to determine whether it is functioning as required or is in need of repair, replacement, calibration, adjustment, or other service. The above project cost includes an allowance of $37,000 for these repairs of existing failed equipment. This value is based on a budget estimate from our mechanical and controls subcontractors to:

- Replace (5) failed steam valves,
- Replace (5) failed outside air dampers,
- Replace (2) failed fan/motor assemblies, and
- Replace an estimated (5) control devices (e.g. thermostats or other temperature sensors).

The exact list of failed components cannot be compiled before the testing is completed, though B2Q's preliminary investigation suggests that this scope of work is likely of the

same order of magnitude as what will be found upon testing. See the Appendices for an example screenshot showing one UV with a leaking steam valve. While this allowance may seem excessive for such a small school, the cost is largely driven by the difficulties in repairing/replacing the outside air dampers on the unit ventilators, as this requires significant labor to disassemble the units in order to access the dampers and this labor is difficult to schedule and coordinate around classes. B2Q has observed that this issue is likely to be common based on our review of the BAS graphics, conversations with the school custodian who conveyed that the UVs trip on freezestat often, and is consistent with other UV RCx projects we have completed.

At the conclusion of the commissioning testing, B2Q will present the list of identified issues to the Town, along with a formal proposal for approval. If the actual cost of repairs is less than the allotted budget, then the net remaining funds can be retained by the Town for other uses and/or returned to DOER. If the actual cost of repairs exceeds the allotted budget, then the Town may need to contribute additional funds or the scope of repairs may need to be limited to fit within the budget.

The proposed structure of the project is that B2Q would deliver this project to the Town of Natick via a turnkey project delivery model. This means that the Town would only need to have one contract and write one purchase order for this project. B2Q would hire the mechanical and controls contractors as subcontractors and would pay them out of the single purchase order provided by the Town. B2Q proposes to work with Enterprise Equipment Company (Weymouth, MA) for mechanical contracting work and Automated Logic Corporation (Canton, MA) for controls and electrical contracting work. In addition to hiring and managing the subcontractors, B2Q would provide the following services.

- Energy savings analysis and calculations to a level of detail and accuracy that is typically required by Eversource and the Green Communities Act program administrators to secure funding.
- Eversource utility incentive applications.
- Green Communities Act grant applications.
- Contractor observation during construction.
- Commissioning of the newly-installed equipment after construction to verify proper operation
- Project management throughout construction, including construction schedule and coordination with the Town
- Training of Town staff, by B2Q and our subcontractor(s), on how to use the new system
- Record documentation, including warranty letter(s)

SCHEDULE

- B2Q and its subcontractors shall begin work within (2) weeks of receiving a purchase order from the Town of Natick.
- Recommissioning testing and delivery of the punch list proposal for review shall be complete within approximately (3) weeks of completing the installation.

- The implementation schedule for the repairs identified in the punch list is dependent on the extent of repairs identified and approved by the Town, but in general, we expect that they would be complete within (2) – (4) weeks of receiving written authorization from the Town to proceed.

We thank you for the opportunity to provide you with this proposal and look forward to working with you on this project if selected.

Thank you,

Joseph Bliss

Joseph Bliss, PE
Project Manager

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APPENDICES

EXAMPLE BAS SCREENSHOTS

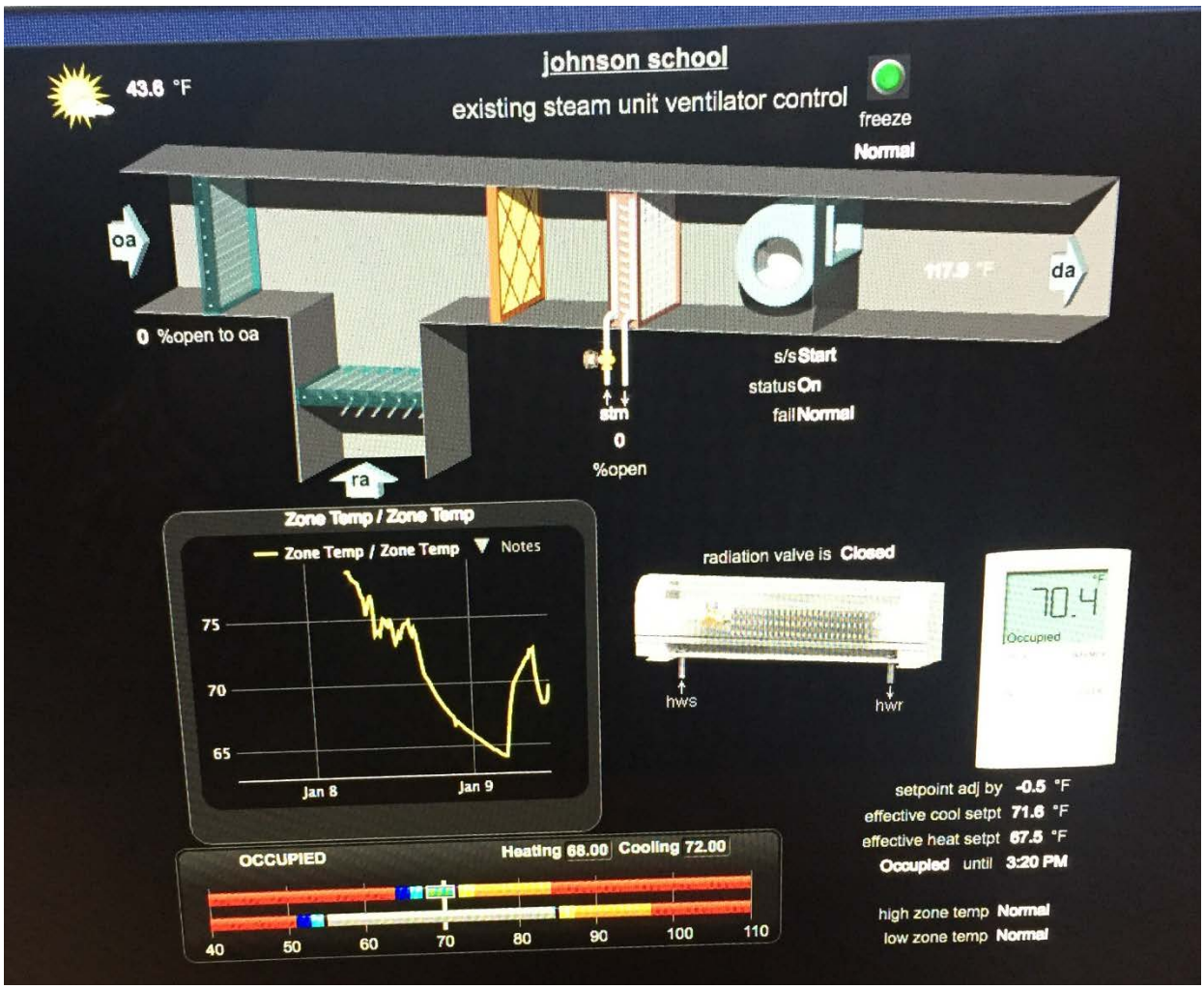

Figure 1: Example BAS screenshot from the ALC graphics showing a unit ventilator with a discharge temp of 117 °F with the steam valve commanded 0% open, indicating that the valve is likely leaking

ASSUMPTIONS AND EXCLUSIONS

1. The above schedule and price are contingent upon B2Q and its subcontractors having consistent access to the facility. B2Q is not responsible for delays caused by restricted access to specific areas of the building and/or the building as a whole.
2. All work is assumed to be during normal business hours (6:00 am – 3:00 pm).

3. The cost included in this proposal assumes no sales tax. We assume that the Town will provide signed sales tax exemption forms upon project commencement. Delays in receiving these forms may be result in schedule delays.
4. This proposal does not include payment or performance bonds.
5. This proposal does not include any work associated with issues caused by hidden conditions, correction of existing code violations, or abatement of hazardous materials.
6. As discussed above, the cost proposed above includes an allowance of $30,000 for mechanical and electrical repairs of existing components found to be non-functional through recommissioning testing. The allowance funds would be used as needed, meaning that if the actual repair cost, upon finalizing the scope of work, is less than $30,000, then the Town may retain the remainder for other purposes. If the actual repair cost is greater than the $30,000 allowance, then the Town may need to provide additional funds and/or the final scope of repairs that is completed may be less than the full scope identified by testing. B2Q and our subcontractors will not proceed with implementing the repairs until we receive written approval from the Town of the final repair scope and cost.
7. All trade labor shall be at prevailing wages, per the Green Communities Act requirements.
8. The cost of this proposal assumes that B2Q will contract to perform the work via Hobart Energy Services as the prime contract holder, similar to the way the 2018 projects were executed.

ENERGY CONSUMPTION ESTIMATES

B2Q's energy cost savings estimates above are based on an average billing rate of $0.15/kWh and $1.05/therm, based on transmission and distribution cost data gathered from Mass Energy Insight and B2Q's estimates of energy supply costs. If necessary, B2Q can update the above analysis based on updated information provided by the Town. B2Q has no control of the actual building and equipment operation or over other variables which may affect energy consumption and/or associated costs or savings. Accordingly, B2Q does not expressly or implicitly warrant or represent that energy consumption savings and cost savings estimates of the building or equipment operation will be the actual operation energy and cost savings.

UTILITY INCENTIVES AND GREEN COMMUNITIES ACT GRANTS

B2Q Associates has no control over the decisions of utility companies or state agencies to provide incentives or grants. Since incentives and grants are entirely at the discretion of the utility or state agency, B2Q does not expressly or implicitly warrant or represent that incentives will be awarded. However, B2Q will work within the framework of the existing programs to obtain available incentives for the Town of Natick in accordance with the methods prescribed by Eversource and Commonwealth of Massachusetts. B2Q

will prepare application forms on the Town's behalf and work with utility representatives and state agencies to help determine the funding levels to be provided. Eversource and the Commonwealth of Massachusetts conduct pre- and post-installation site inspections to verify existing equipment and to ensure that the installed equipment meets program specifications.

CONTRACT TERMS

This proposal is valid for thirty days. All work is estimated to be done during normal daytime hours.

B2Q's aggregate, one-time liability to all claimants for any and all direct, incidental and consequential damages, both property and economic, arising in any way under this proposal, shall be limited to our fee. If this proposal is accepted by the Town, B2Q and the Town of Natick would use an updated version of the contract that was used for the Library Occupancy Sensors project.

GENERAL FIRM DESCRIPTION

B2Q provides energy engineering and turn-key energy efficiency project delivery, energy audits and screening studies, commissioning and retro-commissioning, technical training, project management, design, engineering, design reviews, troubleshooting, testing, measurement and verification, metering, building simulation, building automation, cogeneration, and utility demand side management program consulting.

KEY PERSONNEL

Paul Banks will be the principal in charge for this project. Mr. Banks will be responsible for the overall project staffing and quality reviews. Mr. Banks will review project deliverables prior to submission for quality assurance.

Joe Bliss will be the Project Manager. Mr. Bliss will be responsible for project specifications, installation management, and quality control.

Town of Natick
Contract for Services Related to the
LED Conversion of Natick Community Senior Center

This Agreement is made this ___ day of _____, 2019, by and between the Town of Natick with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, by the Natick Board of Selectmen (hereinafter the "Town," or the "Client"), and Horizon Solutions, LLC, a limited liability corporation with a principal place of business at 175 Josons Drive, Rochester, New York 14623 (hereinafter the "Contractor" or "Horizon").

The words "he," "him" and "his" in this Agreement, 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 and Scheduling

In consideration of the obligations herein contained, Horizon shall perform the work included in the scope of work in the Horizon proposal dated February 25, 2019 (the "Project"), which is attached hereto and incorporated herein by reference. All materials shall be new and shall meet UL, Federal, State and Local code requirements. Any material change to the scope of work, including acceptance of the additional cost for the work, shall be agreed upon by both parties in writing before the work is performed. The work will be considered complete, with the exception of any minor open items, after the Client and Utility representative review and approval of the work (herein referred to as the "certificate of completion").

Horizon provides this proposal based on Prevailing wage requirements, if applicable, and all work performed during normal work week (7:00 A.M. to 3:30 P.M. local time), unless otherwise stated in the proposal.

Horizon shall install the Project with regard for the appearance and condition of the Client's property. Waste material shall be removed daily.

The Client will cooperate and coordinate with Horizon on scheduling and maximize productivity on Energy Conservation projects. The Client will allow Horizon access to areas of the building to ensure rapid, efficient installation and completion of the Project.

2. Standard of Care

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

3. Term

The term of this Agreement shall be for one (1) year, commencing as of the execution date of this Agreement, and ending one (1) year later.

4. Order of Priority of Agreement Documents

In the event of any conflict among the Agreement Documents, the Documents shall be construed according to the following priorities:

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Highest Priority:	Amendments to Agreement (if any)
Second Priority:	Agreement

5. Payment

In consideration for performance of the work in accordance with the requirements of this Agreement, the Client shall pay Horizon the prices set forth in Exhibit A, which is attached hereto and incorporated by reference.

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

Payment shall be made to Horizon for work completed in accordance with this Agreement. All requests for payment shall be submitted to the Client 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 Horizon's invoice by the Client for services rendered in accordance with this Agreement. The Client shall not make payments in advance.

If the Client objects to all or part of any invoice, the Client shall notify the Horizon 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 Horizon to engage the services of a specialized contractor or companies other than those originally proposed in Horizon's proposal, Horizon shall take such measures only with the Client's prior written approval. Charges for such services shall be billed directly to the Client unless otherwise agreed upon by the parties.

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

No payment by the Client to Horizon shall be deemed to be a waiver of any right of the Client under this Agreement or a ratification by the Client of any breach hereof by Horizon.

6. Warranty

It is understood and agreed that Horizon will perform all services hereunder in a professional manner with appropriately skilled employees or subcontractors. Horizon warrantees the workmanship for one (1) year from the date of the certificate of completion and shall assign all applicable Manufacturers' warranties for products used on the Project to the Client. Horizon shall also assist in completing all applicable warrantee registration forms and explain the warrantee process for these Manufacturer warranties.

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7. Compliance with Laws

Horizon shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Agreement and any extension or renewal thereof. Without limitation, Horizon 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 Agreement shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

Horizon shall insure and shall require each of its subcontractors to carry the following insurance to the extent stated:

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

b. Commercial General Liability Insurance, $1,000,000 each occurrence and $2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

c. Automobile Liability Insurance, covering all non-owned and hired vehicles - Combined single limit of $1,000,000.

d. Professional Liability Insurance, covering errors and omissions, $1,000,000 each occurrence and $2,000,000 aggregate limit.

e. Excess Liability Insurance, Umbrella Form - $1,000,000 each occurrence and $2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance and employer's liability under workers' compensation insurance.

f. The Town of Natick shall be named as additional insured on each such policy of Commercial General Liability Insurance and, if required, Automobile Liability Insurance.

g. All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760, before such cancellation or amendment shall take place."

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h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Client 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. Horizon 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.

i. Horizon shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance and, if required, automobile liability insurance, which indicate that the Town of Natick are named as additional insureds on each such policy.

j. No insurance shall be obtained from an insurer which:

1. is not licensed to sell insurance in the Commonwealth of Massachusetts; or

2. is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.

k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Agreement and shall operate as an immediate termination thereof.

9. Indemnification

Horizon shall compensate the Client for all damage to the Client's property of any nature arising out of Horizon's work. To the fullest extent permitted by law, Horizon 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 Horizon of its obligations under this Agreement, or the act or omission of Horizon, 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 Horizon under the Agreement, 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 Horizon or any of its officers or employees regarding the subject matter of this Agreement. Said costs shall include, without limitation, legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Client and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Agreement, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Agreement, 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 Horizon or its employees, regarding the subject matter of this Agreement.

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11. Familiarity with Area of Work

By signing this Agreement, Horizon acknowledges that it has examined the subject matter of this Agreement, including, without limitation, the provision of energy consulting services, and that it is familiar with all sites which are the subject of this Agreement in the Town of Natick and with all conditions of this Agreement. Horizon has entered into this Agreement in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

The nature of Horizon's work includes the installation of energy efficiency equipment and solutions. Horizon does not take responsibility for the following existing conditions at the Project site: existing code violations, structural issues, deteriorating wiring and hazardous material, such as asbestos, lead paint, and oil. To the extent that Horizon and/or its officers, employees, agents, subcontractors or consultants do not cause the presence of hazardous material at the Project site, Horizon and its officers, employees, agents, subcontractors and consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous material in any form at the Project site. If Horizon discovers hazardous material at the Project site, it shall immediately notify the Client in writing and shall refrain from disturbing or taking any action with respect to the hazardous material in the absence of the Client's written direction. In the event Horizon does disturb such hazardous material or does take such action without written direction, the limitation of liability in this paragraph shall not apply.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

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

15. Use of Alcohol and Controlled Substances Prohibited

Horizon hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of Horizon is prohibited on Town property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of Horizon violates the foregoing provision, the Client shall have the right to order that such officer, employee, agent, or representative of Horizon shall not be permitted to return to work on this Agreement. Under such circumstances, Horizon shall promptly remove the subject

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

18. Delays/*Force Majeure*

Except as specifically set forth in this Agreement, 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 Horizon shall breach any provision of this Agreement, which breach is not cured within twenty-one (21) days of written notice thereof from the Client to Horizon, the Client shall have the right to terminate this Agreement upon written notice to Horizon.

b. If any assignment shall be made by Horizon or by any guarantor of Horizon for the benefit of creditors, or if a petition is filed by Horizon or by any guarantor of Horizon 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 Horizon and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Client may terminate this Agreement upon written notice to Horizon.

c. The award of this Agreement and the continued operation of this Agreement are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Agreement. Should Natick Town Meeting fail to appropriate necessary funds therefore, the Client shall no longer be under any obligation to tender performance, including

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payment, under the terms of this Agreement. In that event, the Client may terminate this Agreement upon written notice to Horizon.

d. The Client may terminate this Agreement upon written notice to Horizon if a source of money to fund the Agreement is lost during the Agreement term. In the alternative, the parties may agree in writing to amend the Agreement to provide for an Agreement price which represents a reduced appropriation for the Agreement term.

e. The Client may also terminate this Agreement for convenience upon thirty (30) days' written notice to Horizon.

In the event of termination Horizon shall be entitled to be paid for services rendered in accordance with this Agreement prior to termination.

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

20. Notices

. Except as otherwise provided in this Agreement 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 of Natick:	Melissa A. Malone Town of Natick 13 East Central Street Natick, MA 01760
With copies to:	Karis North, Esq. Murphy, Hesse, Toomey & Lehane, LLP 300 Crown Colony Drive, Suite 410 Quincy, MA 02169
If to Horizon:	President Horizon Solutions LLC 175 Josons Drive Rochester, NeNY14623.

21. Miscellaneous Provisions

a. Any action at law or suit in equity instituted by Horizon as a result of the performance, non-performance or alleged breach of this Agreement shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.

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b. No action or failure to act by either party shall constitute a waiver of a right or duty afforded to that party under the Agreement, 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 either party shall be construed as a waiver or in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach by the other party shall constitute a waiver of any subsequent default or breach.

c. If Horizon discovers or is informed of any discrepancy or inconsistency in the Agreement Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, Horizon shall promptly, before commencing services under this Agreement, report the same to the Client in writing.

d. Horizon acknowledges that it has not been influenced to enter into this Agreement, nor has Horizon relied upon any warranties or representations not set forth in this instrument.

e. Horizon shall maintain the confidentiality of information designated by the Client as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless Horizon has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Client has expressly waived such confidentiality in advance in writing.

g. Horizon shall not represent or purport to represent that it speaks for the Client vis-à-vis the media or the public at-large without the Client's express, written consent in advance.

h. Prior to commencing services under this Agreement, Horizon shall furnish the Client, 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.

i. By entering into this Agreement, Horizon certifies under penalties of perjury that its entry was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

j. By entering into this Agreement, Horizon 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.

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. Horizon understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to Horizon with respect to the services required to be provided under this Agreement. Horizon 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

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the Massachusetts Conflict of Interest Law.

m. Horizon 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. Horizon 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.

n. 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.

o. Horizon shall not assign or subcontract in whole or in part this Agreement or in any way transfer any interest in this Agreement without the prior express written approval of the Client.

p. This Agreement may be amended only by written consent of both parties.

q. Horizon shall not assign any money due or to become due to Horizon unless the Client shall have received prior written notice of such assignment. No such assignment shall relieve Horizon of its obligations under this Agreement.

r. If any provision, or portion thereof, of this Agreement shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in effect to the extent permitted by law.

s. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

t. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.

u. This Agreement is executed in triplicate as a sealed instrument.

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Town of Natick
Contract for Services Related to the
LED Conversion of Natick Community Senior Center

The Town of Natick, Massachusetts	Horizon Solutions, LLC
By: The Natick Board of Selectmen	By:
_____	_____
Michael J. Hickey, Jr., Chair	Signature
_____	_____
_____	_____
Susan G. Salamoff, Vice Chair	Printed Name
_____	_____
Jonathan 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 Agreement is available therefor, and that the Natick Board of Selectmen is authorized to execute this Agreement and to approve all requisitions and execute change orders.

_____ Dated: _____
Arti P. Mehta
Comptroller, Town of Natick

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

_____ Dated: _____
Karis North, Esq.

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Town of Natick
Contract for Services Related to the
LED Conversion of Natick Community Senior Center

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

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

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

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

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

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

_____
Signature

_____
Printed Name

_____
Printed Title

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

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Town of Natick
Contract for Services Related to the
LED Conversion of Natick Community Senior Center

Exhibit A: Project Cost and Payment Terms

Company Name: Town of Natick
Billing Address: 13 East Central Street, Natick Town Hall, Natick, MA 01760

Purchase Order/Contract #:

Project Cost:

Labor, Material, Disposal Costs	$99,507
Sales Tax on Material	N/A
Total Project Cost	$99,507

*Less: *Estimated Project Incentives*

Utility	App #	
Eversource		$17,527
Total Incentives		$17,527
Net Project Cost to Client		**$81,980**

Note:

Project Payment Terms:

Amount to be paid by the Client to Contractor $81,980
(Payable 30 days after invoice date))

Amount to be paid by Utilities to Contractor $17,527
(Contractor will collect this amount directly from the Utilities)

Total Project Cost $99,507

The final invoice date will be determined by the "Certificate of Completion" as described in the Terms & Conditions.

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Exhibit B: Project Proposal

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Proposal

HORIZON SOLUTIONS

Prepared for:

Town of Natick
117 E Central St
Natick, MA

Senior Center LED Lighting

February 25, 2019

By:Tony Parente

Town of Natick
Senior Center LED Lighting
Energy Efficiency Proposal

Location:	117 E Central St	**Primary Contact:**	Jillian Wilson-Martin	**Horizon Contact:**	Tony Parente
	Natick	**Phone:**	(508) 647-6555	**Phone:**	401-265-1284
Quoted (Good For 30 Days):	**February 25, 2019**	**Email:**	jwmartin@natickma.org	**Email:**	Tparente@hs-e.com

	Rate	Existing	Proposed	Reduction	Savings
kWh:	$ 0.1700	116,185	45,276	70,909	$ 12,055
kW:	$ -	34.15	15.80	18.35	$ -

Location Description	Project Cost $	Project Incentives	Project Net Cost	kWh Saved	Electric Savings	Maintenance Savings	Simple Payback (Years)
Senior Center LED Lighting	$ 99,507	$ 17,727	$ 81,779	70909	$ 12,055	$ 3,299	5

Note: *Simple Payback is based on total savings over the payback period

Measure Description

Existing Condition:

Existing Fixtures: Existing fixtures are a mix of 2L 1x4, 2L 2x2, 2L 2x4 and 3L 2x4 troffers w/32wT8 lamps. Backrooms have 2L 4ft Wrap fixtures w/32wT8 lamps. Gym has 4L T5 HO High bays fixtures. Common areas have 1L Recessed Cans w/23wCFL and 1L Recessed Cans w/32wCFL. Stairwells and waiting areas have 4L Dome w/FT40 and 2L Sconce w/CF18 lamps. Exterior has Wallpacks w/100wHPS, 1L Recessed Cans w/100wHPS and Bollards w/100wHPS. Parking lot has 1L Acorn Pole fixtures w/100wHPS

Proposed Condition:

Proposed: Horizon proposes to replace all 1X4, 2X2 and 2X4 fixtures w/Lithonia BLT 12w, 17w and 24w LED fixtures w/integrated controls. Horizon proposes to retro-fit 4ft warps in backrooms w/Everline LED tube and driver kits. Horizon proposes to replace T5 High Bays in gym w/FSC 110w LED High Bays w/integrated controls. Horizon proposes to retro-fit all REcessed Cans w/Sylvania RT6 LED Kits. Horizon proposes to retro-fit 4L Dome fixturers w/Remphos 16w LED Drum kit. Horizon proposes to retro-fit all 2L SConce fixtures w/Remphos 7w LED kit. Horizon proposes to replace all Wallpack fixtures w/Sylvania 28w LED wallpacks. Horizon proposes to retro-fit all bollards w/Sylvania 15w LED HIDR replacement lamps. Horizon proposes to retro-fit all Acorn pole fixtures w/Sylvania 15w LED HIDR lamps

Assumptions:

All necessary lift costs are included in the above price
All necessary permit fees are included in the above price
All necessary disposal, dumpster, and recycling costs of existing fixtures/lamps/ballasts are included in the above price
Assumes work can be completed during First-(0700-1700) shift, using Prevailing labor
Assumes no existing code violations or master and slave wiring
If there is a building and or Electrical Code issue, the client is responsible at their own cost to correct code issues so the project can be completed in a timely manner
Items where ballasts are not being addressed, customer is responsible for any ballast failures

Scope of Work			
Line	Location	Proposed	Qty.
1	Stairwell to Basement	NA	0
2	Machine Room	NA	0
3	003 Emergency	NA	0
4	004 Electric	NA	0
5	005 IT	NA	0
6	006 Elevator	NA	0
7	Dick Cugini Gym	NEW FSC 2' LED High Bay, 14,410 Lumens, 110 Watts	28
8	Dick Cugini Gym-Closets	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	2
9	Mens Lockeroom	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	3
10	Mens Lockeroom	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	1
11	Womens Lockeroom	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	3
12	Womens Lockeroom	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	1
13	133 Janitor	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	1
14	130 Multi-Purpose room	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	9
15	130 Multi-Purpose room	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	3
16	131 Storage	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	1
17	132 Storage	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	1
18	Family Changing RR	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	1
19	Family Changing RR	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	1
20	Family Changing RR	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	1
21	125 Classroom	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	6
22	125 Classroom	NEW BLT 1x4 Recessed 1,430 Lumens, 12 Watts W/OCC/DIM	3
23	126 Fitness	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	10
24	126 Fitness	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	3
25	127B Electric	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	1
26	124 Gift Shop	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	2
27	104 Library/Café	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	9
28	104 Library/Café	Remphos LED Dum Kit 2,252 Lumens, 16 Watts	1
29	104 Library/Café	7 Watt LED retrofit kit, 900 Lumens	4
30	Hallway	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	8
31	Hallway	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	2
32	Entrance	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	2
33	136 Secretary	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	2
34	Main Lobby	Remphos LED Dum Kit 2,252 Lumens, 16 Watts	3
35	Main Lobby	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	9
36	Main Entrance	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	6
37	Reception	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	4
38	106 Office	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	10
39	106 Office	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	3
40	122 Storage	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	1
41	107 Executive offices	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	2
42	108 office	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	2
43	109 Veterans Services Director	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	2
44	110 Executive Assistant	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	2

45	Hallway	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	6
46	Hallway	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	1
47	RR Hallway	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	1
48	Hallway	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	8
49	Hallway	Remphos LED Dum Kit 2,252 Lumens, 16 Watts	2
50	113 Office	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	2
51	Mens RR	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	2
52	Mens RR	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	1
53	Mens RR	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	1
54	Womens RR	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	2
55	Womens RR	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	1
56	Womens RR	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	1
57	117A Great Room	Remphos LED Dum Kit 2,252 Lumens, 16 Watts	9
58	117A Great Room	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	6
59	118A Kitchen	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	6
60	118A Kitchen	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	2
61	118A Kitchen Backroom	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	1
62	121 Storage	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	2
63	117B Great Room	Remphos LED Dum Kit 2,252 Lumens, 16 Watts	9
64	117B Great Room	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	8
65	117B Great Room stage	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	6
66	Side Entrance	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	2
67	102 Computer room	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	4
68	111 Janitor	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	1
69	Stairwell #1	Remphos LED Dum Kit 2,252 Lumens, 16 Watts	8
70	Stairwell #1	7 Watt LED retrofit kit, 900 Lumens	1
71	222 Storage	NA	0
72	218 Classroom	NA	0
73	218 Classroom	NA	0
74	219 Arts/Crafts	NA	0
75	219 Arts/Crafts	NA	0
76	219 Arts/Crafts	NA	0
77	217 Community Service Director	NA	0
78	216 Health Exam Room	NA	0
79	215 RR	NA	0
80	215 RR	NA	0
81	202 Card/Game Room	NA	0
82	202 Card/Game Room	NA	0
83	201 Conference Room	NA	0
84	201 Conference Room	NA	0
85	201 Conference Room	NA	0
86	203 Office	NA	0
87	Hallway	NA	0
88	208 Office	NA	0
89	207 Office	NA	0
90	206 Office	NA	0
91	205 Conference Room	NA	0

92	209 TV Room	NA	0
93	209 TV Room	NA	0
94	210 Billiards	NA	0
95	210 Billiards	NA	0
96	RR Hallway	NA	0
97	Mens RR	NA	0
98	Mens RR	NA	0
99	Womens RR	NA	0
100	Womens RR	NA	0
101	214 Storage	NA	0
102	213 Janitor	NA	0
103	Hallway	NA	0
104	Hallway	NA	0
105	Stairwell #2	NEW 4' Stairwell Fixture, 3,168 Lumens, 30 Watts	4
106	Main Entrance Canopy	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	2
107	Main Entrance Canopy	NEW Sylvania Wall Pack, 1,700 Lumens, 15 Watts W/PC	1
108	Walkway Bollards	NEW Sylvania LED HIDR, 1500 Lumens, 15 Watts	9
109	Rm 202 Balcony Canopy	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	2
110	Dr 12 Canopy	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	5
111	Dr 12	NEW Sylvania Wall Pack, 3,500 Lumens, 28 Watts W/PC	1
112	Dr 11	NEW Sylvania Wall Pack, 3,500 Lumens, 28 Watts W/PC	1
113	Dr 10	NEW Sylvania Wall Pack, 3,500 Lumens, 28 Watts W/PC	1
114	Dr 9	NEW Sylvania Wall Pack, 3,500 Lumens, 28 Watts W/PC	1
115	Dr 8 Canopy	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	2
116	Dr 8 Patio	NEW Sylvania LED HIDR, 1500 Lumens, 15 Watts	4
117	Dr 7	NEW Sylvania Wall Pack, 3,500 Lumens, 28 Watts W/PC	1
118	Fence area	NEW Sylvania Wall Pack, 3,500 Lumens, 28 Watts W/PC	1
119	Dr 6	NEW Sylvania Wall Pack, 3,500 Lumens, 28 Watts W/PC	1
120	Dr 5	NEW Sylvania Wall Pack, 3,500 Lumens, 28 Watts W/PC	1
121	Dr 4+3	NEW Sylvania Wall Pack, 3,500 Lumens, 28 Watts W/PC	2
122	Dr 2 Canopy	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	2
123	Dr 2	NEW Sylvania Wall Pack, 3,500 Lumens, 28 Watts W/PC	1
124	Rm 201 Balcony canopy	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	2
125	Parking lot	NEW Sylvania LED HIDR, 1500 Lumens, 15 Watts	7
126	0	NA	0
127	0	NA	0
128	0	NA	0
129	0	NA	0
130	0	NA	0
131	0	NA	0
132	0	NA	0
133	0	NA	0
134	0	NA	0
135	0	NA	0
136	0	NA	0
137	0	NA	0
138	0	NA	0

Town of Natick
Environmental Impact

117 E Central St
Natick, MA

Environmental Impact

Although it appears innocuous, lighting causes air pollution. Each day, your local power plant will commonly burn coal, oil, and gas to generate electricity for your lighting system as well as for your other electrical needs. While burning these fossil fuels produces a readily available and instantaneous supply of electricity, it also generates air pollutants: carbon dioxide (CO2), sulfur dioxide (SO2), and nitrogen oxides (NOx).

Air pollution causes global warming, acid rain, and smog.

Each of these pollutants causes environmental damage. Carbon dioxide (CO2) causes global warming, sulfur dioxide (SO2) causes acid rain, and nitrogen oxides (NOx) cause both acid rain and smog.

Your project will help to decrease air pollution and environmental damage by the following amounts each year:

Removing	**63,818**	pounds of Carbon Dioxide*
Removing	**177,272**	grams of Sulfur Dioxide
Removing	**411,272**	grams of Nitrogen Oxides

By removing these quantities of pollutants from the air, your project will have the same affect on the environment as:

Planting	**16**	acres of trees
Removing	**10**	cars from the road each year or
Saving	**6,446**	gallons of gasoline each year

Source: U.S. Environmental Protection Agency http://www.epa.gov/climatechange/
*Carbon Dioxide calculation has been modified from EPA calculation to properly reflect the New England power grid

LITHONIA LIGHTING®

Catalog Number	
Notes	
Type	

BLT Series LED

2BLT2

2' x 2'
LED

FEATURES & SPECIFICATIONS

INTENDED USE — The BLT Best-in-Value Low Profile LED luminaire features a popular center basket design that offers a clean, versatile style and volumetric distribution. High efficacy LED light engines deliver energy savings and low maintenance compared to traditional sources. An extensive selection of configurations and options make the BLT the perfect choice for many lighting applications including schools, offices and other commercial spaces, retail, hospitals and healthcare facilities. The low profile BLT design (2-3/8") also makes it an excellent choice for renovation projects.

CONSTRUCTION — BLT enclosure components are die-formed for dimensional consistency and painted after fabrication with a polyester powder paint for improved performance and protection.

The reflector is finished with a high reflective matte white powder paint for improved aesthetics and increased light diffusion.

End plates contain easy-to-position integral T-bar clips for securely attaching the luminaire to the T-grid. For additional T-grid security, optional screw on T-bar clips are available.

Diffusers are extruded from impact modified acrylic for increased durability.

LED boards and drivers are accessible from the plenum.

OPTICS — Volumetric illumination is achieved by creating an optimal mix of light to walls, partitions and vertical and horizontal work surfaces – rendering the interior space, objects and occupants in a more balanced, complimentary luminous environment. High performance extruded acrylic diffusers conceal LEDs and efficiently deliver light in a volumetric distribution. Four diffuser choices available - curved and square designs with linear prisms or a smooth frosted finish.

ELECTRICAL — Long-life LEDs, coupled with high-efficiency drivers, provide superior quantity and quality of illumination for extended service life. 80% LED lumen maintenance at 60,000 hours (L80/60,000). Color Variation within 3-step MacAdam ellipse (3SDCM).

Non-Configurable BLT: Generic 0-10 volt dimming driver. Dims to 10%

Configurable BLT: available in High Efficiency (HE) versions for applications where a lower wattage (over the standard product) is required. The High Efficiency versions deliver >130 LPW and can be specified via the Lumen Package designations in the Ordering Information below.

eldoLED driver options deliver choice of dimming range, and choices for control, while assuring flicker-free, low-current inrush, 89% efficiency and low EMI.

Optional integrated nLight®controls make each luminaire addressable - allowing them to digitally communicate with other nLight enabled controls such as dimmers, switches, occupancy sensors and photocontrols. Connection to nLight is simple. It can be accomplished with integrated nLight AIR wireless RIO, RES7 sensors, or through standard Cat-5 cabling. nLight offers unique plug-and-play convenience as devices and luminaires automatically discover each other and self-commission. nLight AIR is commissioned easily through an intuitive model app.

Lumen Management: Unique lumen management system (option N80) provides on board intelligence that actively manages the LED light source so that constant lumen output is maintained over the system life, preventing the energy waste created by the traditional practice of over-lighting.

Step-level dimming option allows system to be switched to 50% power for compliance with common energy codes while maintaining fixture appearance.

Driver disconnect provided where required to comply with US and Canadian codes.

SENSOR— Integrated sensor (individual control): Sensor Switch MSD7ADCX ((Passive infrared (PIR)) or MSDPDT7ADCX ((PIR/Microphonics Dual Tech (PDT)) integrated occupancy sensor/automatic dimming photocell allows the luminaire to power off when the space is unoccupied or enough ambient light is entering the space. See page 4 for more details on the integrated sensor.

Integrated Sensor (nLight Wired Networking): This sensor is nLight-enabled, meaning it has the ability to communicate over an nLight network. When wired, using CAT-5 cabling, with other nLight-enabled sensors, power packs, or WallPods, an nLight control zone is created. Once linked to a Gateway, directly or via a Bridge, the zone becomes capable of remote status monitoring and control via SensorView software. See page 4 for the nLight sensor options.

Integrated Smart Sensor (nLight Air Wireless Platform): The RES7 sensor is nLight AIR enabled, meaning it has the ability to communicate over the wireless nLight control platform. It is available with an automatic dimming photocell, and either a digital PIR or a microphonics (PDT) dual technology occupancy sensor. It pairs to other luminaires and wall switches through our mobile app, CL***AIR***ITY, which allows for simple sensor adjustment. See page 4 for more details on the Integrated Smart Sensor.

INSTALLATION — The BLT's low profile design of only 2-3/8" provides increased installation flexibility especially in restrictive plenum applications. The BLT fits into standard 15/16" and narrow 9/16" T-grid ceiling systems.

Suitable for damp location.

For recessed mounting in hard ceiling applications, Drywall Grid Adapters (DGA) are available as an accessory. See Accessories section.

LISTINGS — CSA Certified to meet U.S. and Canadian standards. IC rated.

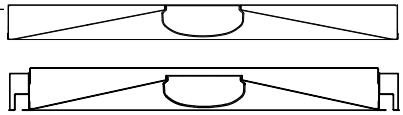
DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY — 5-year limited warranty. Complete warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

NOTE: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

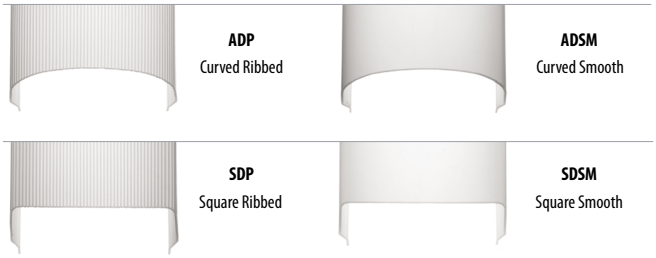
Specifications

Length: 23-3/4 (60.3)
Width: 23-3/4 (60.3)
Depth: 2-3/8 (6.0)
Depth with Air supply/return: 2-3/4 (6.9)



All dimensions are inches (centimeters) unless otherwise specified.

Multiple Diffuser Options



A+ Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and out-of-the-box control compatibility with simple commissioning.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is part of an A+ Certified solution for nLight® control networks when ordered with drivers marked by a shaded background*
- This luminaire is part of an A+ Certified solution for nLight control networks, providing advanced control functionality at the luminaire level, when selection includes driver and control options marked by a shaded background*

To learn more about A+, visit www.acuitybrands.com/aplus.

*See ordering tree for details

2BLT Volumetric Recessed Lighting 2'x2'

A+ Capable options indicated by this color background.

ORDERING INFORMATION Lead times will vary depending on options selected. Consult with your sales representative.

Example: 2BLT2 33L ADP EZ1 LP835

2BLT2

Series		Air function		Lumens[2] Standard efficiency[3,4] (>125 LPW)		Lumens[2] High efficiency[5,6] (>130 LPW)		Diffuser		Voltage		Driver		Color temperature	
2BLT2	2X2 BLT	(blank)	Static	20L	2000	20LHE	2000	ADP	Curved, linear prisms	(blank)	MVOLT	EZ1	eldoLED dims to 1% (0-10 volt dimming)	LP830	82CRI, 3000 K
		A	Air supply/ return[1]	33L	3300	33LHE	3300	ADSM	Curved, smooth	120	120V	GZ1	Dims to 1% (0-10V dimming)[8]	LP835	82CRI, 3500 K
				40L	4000	40LHE	4000	SDP	Square, linear prisms	277	277V	GZ10	Dims to 10% (0-10V dimming)[8]	LP840	82CRI, 4000 K
				48L	4800	48LHE	4800	SDSM	Square, smooth	347	347V[7]	SLD	Step-level dimming[9]	LP850	82CRI, 5000 K
								Includes trim rings to match sensored version						LP930	90CRI, 3000K
								ADPT	Curved, linear prisms					LP935	90CRI, 3500K
								ADSMT	Curved, smooth					LP940	90CRI, 4000K
								SDPT	Square, linear prisms					LP950	90CRI, 5000K
								SDSMT	Square, smooth						

nLight Interface

nLight Wired

(blank)	no nLight ® interface
N80	nLight with 80% lumen management
N80EMG	nLight with 80% lumen management For use with generator supply EM power[10]
N100	nLight without lumen management
N100EMG	nLight without lumen management For use with generator supply EM power[10]

nLight Wireless

(blank)	no nLight ® interface
NLTAIR2	nLight AIR Generation 2 enabled[11]

Control[12]

nLight Wired

(blank)	No sensor control
NES7	nLight™ nES 7 PIR integral occupancy sensor[13]
NESPDT7	nLight™ nES PDT 7 dual technology integral occupancy control[13]
NES7ADCX	nLight™ nES 7 ADCX PIR integral occupancy sensor with automatic dimming photocell[13]
NESPDT7ADCX	nLight™ nES PDT 7 dual technology integral occupancy sensor with automatic dimming photocell[13]

nLight Wireless

RES7	nLight AIR PIR integral occupancy sensor with automatic dimming photocell for Networking Capabilities
RES7PDT	nLight AIR microphonics dual technology occupancy sensor with automatic dimming photocell
RIO	nLight AIR radio module without sensor

Individual Control

MSD7ADCX	PIR integral occupancy sensor with automatic dimming control photocell[14]
MSDPDT7ADCX	PDT integral occupancy sensor with automatic dimming control photocell[14]

Options

EL7L	700 lumen battery pack (non-CEC compliant)[15]
EL14L	1400 lumen battery pack (non-CEC compliant)[15]
EL14LSD	1400 lumen battery pack with self-diagnostic testing feature (non-CEC compliant)[15,16]
E10WLCP	EM Self-Diagnostic battery pack, 10W Constant Power, CEC compliant[15]
CP	Chicago plenum[17]
BGTD	Bodine Generator Transfer Device[18]
PWS1836	6' pre-wire, 3/8" diameter, 18 gauge, 1 circuit
PWS1846	6' pre-wire, 3/8" diameter, 18 gauge, 2 circuit
PWS1846 PWSLV	Two cables: one 6' pre-wire, 3/8" diameter, 18 gauge, 2 circuits; one 6' pre-wire, 3/8" diameter, 18 gauge, purple and gray[19]
PWS1856LV	6' pre-wire, 3/8" diameter, 18 gauge, 1 circuit w/low voltage purple and grey wires[19]
GLR	Fast-blowing fuse[20]
GMF	Slow-blowing fuse[20]
NPLT	Narrow pallet
RRL_	RELOC®-ready luminaire[21]
LATC	Earthquake clip
DWAM	Anti-Microbial paint
JP32	Job packaging
IP5X	Gasketed diffuser compartment to meet IP5X rating[22]

Non-Configurable BLT

Stock/MTO	Catalog Description *	UPC	Lumens	Wattage	LPW	Color Temperature	Voltage	Pallet Qty
Stock	2BLT2 33L ADP LP835	00190887529708	3332	26	127	3500K/82 CRI	120-277	52
	2BLT2 33L ADP LP840	00190887529739	3385	26	129	4000K/82CRI	120-277	52
	2BLT2 33L ADP EL14L LP835	00190887529890	3332	26	127	3500K/82CRI	120-277	52
	2BLT2 33L ADP EL14L LP840	00190887529937	3385	26	129	4000K/82CRI	120-277	52
MTO	2BLT2 33L ADP 347 LP835		3332	26	127	3500K/82 CRI	347	52
	2BLT2 33L ADP 347 LP840		3385	26	129	4000K/82CRI	347	52

*Generic 0-10V Dimming to 10%.

Notes and Accessories next page

LED: One Lithonia Way Conyers, GA 30012 Phone: 800-858-7763 www.lithonia.com

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Notes

1 Consult factory for airflow data.
2 Approximate lumen output.
3 All versions may not achieve 125+ LPW. Refer to photometry on www.acuitybrands.com.
4 Air supply/return option, 90 CRI, and versions with integral sensor trim rings may not achieve 125 LPW.
5 All versions may not achieve 130+ LPW. Refer to photometry on www.acuitybrands.com.
6 Air supply/return option, 90 CRI, and versions with integral sensor trim rings may not achieve 130 LPW.
7 Not available with SLD EL7L, or EL14L options.
8 GZ1 and GZ10 not available with any Control or Sensor options
9 Not available with N80, N80EMG, N100, N100EMG, NLTAIR2, or occupancy control.
10 nLight EMG option requires a connection to existing nLight network. Power is provided from a separate N80 or N100 enabled fixture.
11 Must order with RES7, RES7PDT or Rio module. Must order with EZ1 driver.
12 Must specify diffuser with trim rings. See sensor options on page 4.
13 Requires N80, N80EMG, N100, or N100EMG. Must order with EZ1 driver.
14 Only available with EZ1 driver option. 0-10v dimming wires not accessible via access plate.
15 When using pre-wire option, use PWS1846 or PWS1846 PWSLV.
16 For more information, please see the PSSD2 specification sheet.
17 Not available with N80, N80EMG, N100, or N100EMG.
18 Must specify voltage. Requires BSE labeling, voltage specific. Consult factory for options.
19 Not available with nLight wired/wireless network or individual controls.
20 Must specify voltage, 120 or 277, with GLR and GFM fusing.
21 For ordering logic consult RRL_2013.
22 Not available with air supply/return or Wired Networking (NES_) and Individual Control (MSD_) sensors.

Accessories: *Order as separate catalog number.*

DGA22	Drywall grid adapter for 2x2 recessed fixture
2X2SMK	Surface Mount Troffer Kit

nLight® Wired Control Accessories:
Order as separate catalog number. Visit www.acuitybrands.com/products/controls/nlight.

WallPod stations	**Model number**	**Occupancy sensors**	**Model number**
On/Off	nPODM [color]	Small motion 360°, ceiling (PIR / dual tech)	nCM 9 RJB / nCM PDT 9 RJB
On/Off & raise/lower	nPODM DX [color]	Large motion 360°, ceiling (PIR / dual tech)	nCM10 RJB / nCM PDT 10 RJB
Graphic touchscreen	nPOD GFX [color]	Wall switch with raise/lower	nWSX PDT LV DX [color]
Photocell controls	**Model number**	**Cat-5 cable (plenum rated)**	**Model number**
Full range dimming	nCM ADCX RJB	10' cable	CAT5 10FT J1
		30' cable	CAT5 30FT J1

nLight® AIR Control Accessories:
Order as separate catalog number. Visit www.acuitybrands.com/products/controls/nlightair.

Wall switches	**Model number**
On/Off single pole	rPODB [color] G2
On/Off two pole	rPODB 2P [color] G2
On/Off & raise/lower single pole	rPODB DX [color] G2
On/Off & raise/lower two pole	rPODB 2P DX [color] G2
On/Off & raise/lower single pole	rPODBZ DX WH G2

rCMS[1] — **Example: RCMS PDT 10 AR G2**

Series / Detection	**Power Supply[1]**	**Occupancy Detection**	**Lens (Required)**	**Operating Mode**	**Generation**
RCMS nLight AIR occupancy and daylight sensor	[blank] Power Supply ordered separately PS 150 Standard 150 mA Power Supply	[blank] PIR Detection PDT Dual Tech PIR/ Microphonics	10 Large Motion/ Extended Range 360° 9 Small Motion/ Extended Range 360° 6 High Bay 360° Lens	[BLANK] None AR Auxiliary Relay	G2 Generation 2 compatibility

Notes

1 RCMS requires low voltage power from either RPP20 DS 24V G2 or PS150.

Replacement Parts: *Order as separate catalog number.*

*247WJV	2DBLT24 ADP LENS ASSEMBLY	2 ft. replacement lens
*249P2P	2DBLT24 SDP LENS ASSEMBLY	2 ft. replacement lens
*249P2W	2DBLT24 ADSM LENS ASSEMBLY	2 ft. replacement lens
*249P32	2DBLT24 SDSM LENS ASSEMBLY	2 ft. replacement lens
*237LT1	2DBLT24 ADPT LENS ASSEMBLY	2 ft. replacement lens
*237LT3	2DBLT24 SDPT LENS ASSEMBLY	2 ft. replacement lens
*237LT5	2DBLT24 ADSMT LENS ASSEMBLY	2 ft. replacement lens
*237LT7	2DBLT24 SDSMT LENS ASSEMBLY	2 ft. replacement lens
*237LT9	2DBLT24 ADPT SENSOR LENS ASSEMBLY	2 ft. replacement lens
*237M4Y	2DBLT24 SDPT SENSOR LENS ASSEMBLY	2 ft. replacement lens
*237M57	2DBLT24 ADSMT SENSOR LENS ASSEMBLY	2 ft. replacement lens
*237M5H	2DBLT24 SDSMT SENSOR LENS ASSEMBLY	2 ft. replacement lens

LED: One Lithonia Way Conyers, GA 30012 Phone: 800-858-7763 www.lithonia.com

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2BLT Volumetric Recessed Lighting 2'x2'

Sensor Options					
Option	Automatic Dimming Photocell	Occupancy Sensing		nLight Wired Networking	nLight AIR Networking
		PIR	PDT		
MSD7ADCX	X	X			
MSDPDT7ADCX	X		X		
NES7		X		X	
NES7ADCX	X	X		X	
NESPDT7			X	X	
NESPDT7ADCX	X		X	X	
RES7	X	X			X
RESPDT7	X	X	X		X

Basic nLight Zone

Integrated Sensor with Individual Control

The MSD7ADCX PIR occupancy sensor/automatic dimming photocell is ideal for areas without obstructions and where daylight harvesting may be desired. Suggested applications include, but not limited to, hallways, corridors, storage rooms, and breakrooms or other areas where people are typically moving.

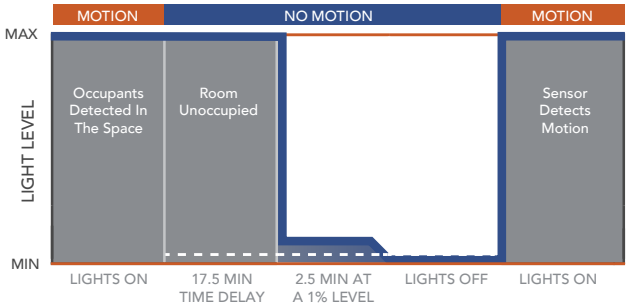
The MSDPDT7ADCX PIR/Microphonics Dual Tech occupancy sensor/automatic dimming photocell is ideal for areas with obstructions and where daylight harvesting is desired. Suggested applications include, but not limited to, open offices, private offices, classrooms, public restrooms, and conference rooms.

nLight Wired Networking

The nES 7 is ideal for small rooms without obstructions or areas with primarily walking motion. Ideal areas include hallways, corridors, storage rooms, and breakrooms. Additionally, the NES7ADCX includes an integrated photocell, which enables daylight harvesting controls.

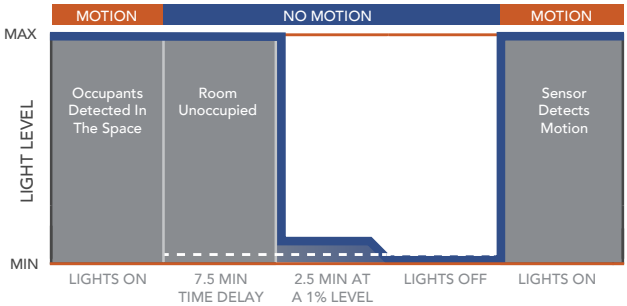
For areas like restrooms, private offices, open offices, conference rooms or any space with obstructions, the nES PDT 7 dual technology sensor is recommended. The nES PDT 7 utilizes both PIR (passive infrared) and Microphonics technologies to detect occupancy. Additionally, the NESPDT7ADCX includes an integrated photocell, which enables daylight harvesting controls which is ideal for areas where windows are present.

Sequence of Operation



*The presetting on the automatic dimming photocell is 5fc.

Sequence of Operation



*The presetting on the automatic dimming photocell is 5fc.

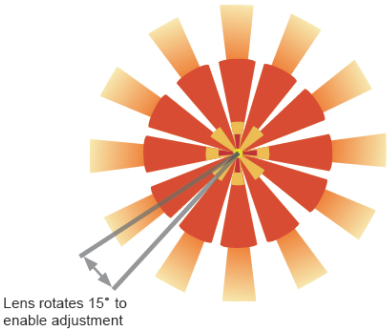
Sensor Coverage Pattern
Mini 360° Lens

- Recommended for walking motion detection from mounting heights between 8 ft (2.44 m) and 20 ft (6.10 m)
- Initial detection of walking motion along sensor axes at distances of 2x the mounting height up to 15 ft (4.57 m) and
- 1.75x up to 20 ft (6.10 m).
- Provides 12 ft (3.66 m) radial detection of small motion when mounted at 9 ft (2.74 m)
- Initial detection will occur earlier when walking across sensor's field of view than when walking directly at sensor

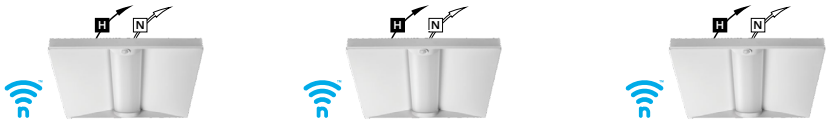
nLight AIR Wireless

nLight AIR is the ideal solution for retrofit or new construction spaces where adding additional wiring can be labor intensive and nLight AIR is available with or without an integral sensor. The integrated RES7 or RES7PDT smart sensors are part of each luminaire in the nLight AIR network, which can be grouped to control multiple luminaires. The granularity of control with the digital PIR occupancy detection and daylight sensing makes a great solution for any application.

9 FT Mounting



5.5	18
4.6	15
3.7	12
2.7	9
1.8	6
0.9	3
0 m	0 ft
0.9	3
1.8	6
2.7	9
3.7	12
4.6	15
5.5	18



BLT Series

Simple as 1,2,3

1. Install the nLight® AIR fixtures with embedded smart sensor
2. Install the wireless battery-powered wall switch
3. With CL**AIR**ITY app, pair the fixtures with the wall switch and if desired, customize the sensor settings for the desired outcome

nLight AIR rPODB 2P DX G2 Mobile Device

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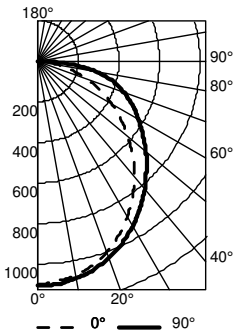
PHOTOMETRICS

2BLT2 33L ADP LP835, 3332 delivered lumens, test no. ISF36900P19, tested in accordance to IESNA LM-79



CP Summary

	0°	90
0°	1103	1103
5°	1090	1104
15°	1042	1064
25°	946	989
35°	817	881
45°	664	757
55°	500	634
65°	340	517
75°	177	383
85°	40	164
90	1	14

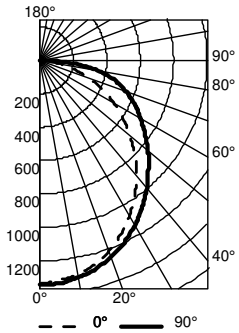
Coefficients of Utilization

RCR (pf / pc / pw)	80% 70%	80% 50%	80% 30%	70% 50%	70% 30%	70% 10%	50% 50%	50% 30%	50% 10%
0	119	119	119	116	116	116	111	111	111
1	108	102	97	100	96	92	96	92	89
2	97	88	81	86	80	74	83	77	72
3	88	77	69	76	68	61	72	66	60
4	81	68	59	67	58	52	64	57	51
5	74	61	51	60	51	44	57	50	44
6	68	55	45	54	45	39	52	44	38
7	63	50	40	49	40	34	47	39	34
8	59	45	36	44	36	30	43	36	30
9	55	41	33	41	33	27	40	32	27
10	52	38	30	38	30	25	37	30	25

Zonal Lumen Summary

Zone	Lumens	% Lamp	% Fixture
0° - 30°	853	25.6	25.6
0° - 40°	1390	41.7	41.7
0° - 60°	2466	74.0	74.0
0° - 90°	3330	100.0	100.0
90° - 120°	2	0.0	0.0
90° - 130°	2	0.0	0.0
90° - 150°	2	0.0	0.0
90° - 180°	2	0.0	0.0
0° - 180°	3332	100.0	100.0

2BLT2 40L ADP LP835, 4041 delivered lumens, test no. ISF36900P35, tested in accordance to IESNA LM-79



CP Summary

	0°	90
0°	1338	1338
5°	1322	1339
15°	1263	1291
25°	1148	1199
35°	991	1069
45°	805	918
55°	607	769
65°	412	627
75°	214	465
85°	48	199
90	1	17

Coefficients of Utilization

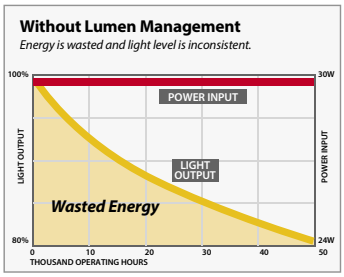
RCR (pf / pc / pw)	80% 70%	80% 50%	80% 30%	70% 50%	70% 30%	70% 10%	50% 50%	50% 30%	50% 10%
0	119	119	119	116	116	116	111	111	111
1	108	102	97	100	96	92	96	92	89
2	97	88	81	86	80	74	83	77	72
3	88	77	69	76	68	61	72	66	60
4	81	68	59	67	58	52	64	57	51
5	74	61	51	60	51	44	57	50	44
6	68	55	45	54	45	39	52	44	38
7	63	50	40	49	40	34	47	39	34
8	59	45	36	44	36	30	43	36	30
9	55	41	33	41	33	27	40	32	27
10	52	38	30	38	30	25	37	30	25

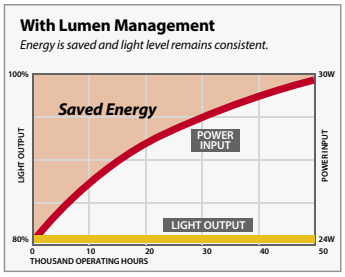
Zonal Lumen Summary

Zone	Lumens	% Lamp	% Fixture
0° - 30°	1035	25.6	25.6
0° - 40°	1686	41.7	41.7
0° - 60°	2991	74.0	74.0
0° - 90°	4039	100.0	100.0
90° - 120°	2	0.0	0.0
90° - 130°	2	0.0	0.0
90° - 150°	2	0.0	0.0
90° - 180°	2	0.0	0.0
0° - 180°	4041	100.0	100.0

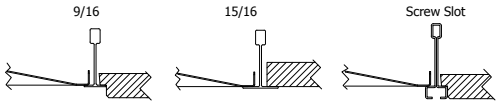
Constant Lumen Management

Enabled by the embedded nLight control, the BLT actively tracks its run-time and manages its light source such that constant lumen output is maintained over the system life. Referred to as lumen management, this feature eliminates the energy waste created by the traditional practice of over-lighting.





MOUNTING DATA	
Ceiling Type	**Appropriate Trim Type**
Exposed grid tee (1' and 9/16")	G
Concealed grid tee	G
Plaster or plasterboard	G*



*DGA accessory available to provide ceiling trim flange and fixture support for plaster or plasterboard ceiling. Recommended rough-in dimensions for DGA installation is 24-3/4" x 24-3/4" (Tolerance is +1/8", -0").

How to Estimate Delivered Lumens in Emergency Mode

Use the formula below to estimate the delivered lumens in emergency mode

Delivered Lumens = 1.25 x P x LPW

P = Ouput power of emergency driver. P = 10W for E10WLCP option.

LPW = Lumen per watt rating of the luminaire. This information is available on the ABL luminaire spec sheet. LPW = Lumen per watt rating of the luminaire. LPW information available in Performance Data section.

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Performance Data					
Model Number	**Lumens**	**LPW**	**Watts**	**DLC Listing**	**DLC ID**
2BLT2 20L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	2065.45	124.06	16.64	Premium	PM92196A
2BLT2 20L ADP EZ1 (GZ10) LP835 [All Options]	2033	126.58	16.06	Premium	P6445UVD
2BLT2 20L ADP GZ1 LP835 [All Options]	2033	122.11	16.64	standard	PLNK6MX8
2BLT2 20L ADPT EZ1 (GZ10) LP840 [All Options]	2037.91	126.89	16.06	Premium	PYX15QEQ
2BLT2 20L ADPT GZ1 LP835 [All Options]	2005.89	120.49	16.64	standard	P40HQGLB
2BLT2 20L ADPT GZ1 LP840 [All Options]	2037.91	122.41	16.64	standard	PB3HB9AK
2BLT2 33L ADP EZ1 (GZ1, GZ10) LP835 [All Options]	3332	124.92	26.67	Premium	PHSXHE8F
2BLT2 33L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	3385.19	126.91	26.67	Premium	PD18CKQ8
2BLT2 33L ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	3340.05	125.22	26.67	Premium	PF98CZ2H
2BLT2 33L ADPT EZ1 (GZ10) LP835 [All Options]	3287.57	125.14	26.27	Premium	PTKZR9WQ
2BLT2 33L ADPT GZ1 LP835 [All Options]	3287.57	123.25	26.67	standard	PTN5023N
2BLT2 40L ADP EZ1 (GZ1, GZ10) LP835 [All Options]	4041	127.35	31.73	Premium	P1XWW9GV
2BLT2 40L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	4105.51	129.38	31.73	Premium	PHCQ2CQF
2BLT2 40L ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	3987.12	125.65	31.73	Premium	PW6RMMJ4
2BLT2 40L ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	4050.77	127.65	31.73	Premium	P5YYDAA8
2BLT2 48L ADP EZ1 (GZ1, GZ10) LP835 [All Options]	4800	109.9	43.67	standard	PJRH1R1G
2BLT2 48L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	4876.63	111.66	43.67	standard	P8G93YOK
2BLT2 48L ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	4736	108.44	43.67	standard	PITU3V6X
2BLT2 48L ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	4811.61	110.17	43.67	standard	P5X2XU76

DLC information is subject to change, for the most up-to-date information please refer to www.dlc.org. Above listings do not cover 347v or SLD.

HE Performance Data					
Model Number	**Lumens**	**LPW**	**Watts**	**DLC Listing**	**DLC ID**
2BLT2 20LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	1948	130.59	14.91	Premium	PUQCZNQI
2BLT2 20LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	1979.1	132.67	14.91	Premium	PJCZRW21
2BLT2 20LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	1952.71	130.9	14.91	Premium	PLC4RF4L
2BLT2 33LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	3392	137.3	24.7	Premium	PXXZN9PH
2BLT2 33LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	3446.15	139.5	24.7	Premium	PKPJYYRF
2BLT2 33LHE ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	3346.77	135.47	24.7	Premium	PZC8BZSS
2BLT2 33LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	3400.2	137.64	24.7	Premium	PM5G8AFU
2BLT2 40LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	4118	133.71	30.79	Premium	PJ55XFFP
2BLT2 40LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	4183.74	135.85	30.79	Premium	PEGFHPZD
2BLT2 40LHE ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	4063.09	131.93	30.79	Premium	P8E16E9B
2BLT2 40LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	4127.96	134.04	30.79	Premium	PFRSSSVG
2BLT2 48LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	4845	128	37.85	Premium	P558XUZP
2BLT2 48LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	4922.35	130.04	37.85	Premium	P1863H56
2BLT2 48LHE ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	4780.4	126.29	37.85	Premium	PHPTG5M8
2BLT2 48LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	4856.71	128.31	37.85	Premium	PBKN954Z

DLC information is subject to change, for the most up-to-date information please refer to www.dlc.org. Above listings do not cover 347v or SLD.

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LITHONIA LIGHTING®

Catalog Number	
Notes	
Type	

BLT Series LED

2BLT4

2' x 4'
LED

FEATURES & SPECIFICATIONS

INTENDED USE —The BLT Best-in-Value Low Profile LED luminaire features a popular center basket design that offers a clean, versatile style and volumetric distribution. High efficacy LED light engines deliver energy savings and low maintenance compared to traditional sources. An extensive selection of configurations and options make the BLT the perfect choice for many lighting applications including schools, offices and other commercial spaces, retail, hospitals and healthcare facilities. The low profile BLT design (2-3/8") also makes it an excellent choice for renovation projects.

CONSTRUCTION — BLT enclosure components are die-formed for dimensional consistency and painted after fabrication with a polyester powder paint for improved performance and protection.

The reflector is finished with a high reflective matte white powder paint for improved aesthetics and increased light diffusion.

End plates contain easy-to-position integral T-bar clips for securely attaching the luminaire to the T-grid. For additional T-grid security, optional screw on T-bar clips are available.

Diffusers are extruded from impact modified acrylic for increased durability.

LED boards and drivers are accessible from the plenum.

OPTICS — Volumetric illumination is achieved by creating an optimal mix of light to walls, partitions and vertical and horizontal work surfaces – rendering the interior space, objects and occupants in a more balanced, complimentary luminous environment. High performance extruded acrylic diffusers conceal LEDs and efficiently deliver light in a volumetric distribution. Four diffuser choices available - curved and square designs with linear prisms or a smooth frosted finish.

ELECTRICAL — Long-life LEDs, coupled with high-efficiency drivers, provide superior quantity and quality of illumination for extended service life. 80% LED lumen maintenance at 60,000 hours (L80/60,000). Color Variation within 3-step MacAdam ellipse (3SDCM).

Non-Configurable BLT: Generic 0-10 volt dimming driver. Dims to 10%

Configurable BLT: available in High Efficiency (HE) versions for applications where a lower wattage (over the standard product) is required. The High Efficiency versions deliver >130 LPW and can be specified via the Lumen Package designations in the Ordering Information below.

eldoLED driver options deliver choice of dimming range, and choices for control, while assuring flicker-free, low-current inrush, 89% efficiency and low EMI.

Optional integrated nLight® controls make each luminaire addressable - allowing it to digitally communicate with other nLight enabled controls such as dimmers, switches, occupancy sensors and photocontrols. Connection to nLight is simple. It can be accomplished with integrated nLight AIR wireless RIO, RES7 sensors, or through standard Cat-5 cabling. nLight offers unique plug-and-play convenience as devices and luminaires automatically discover each other and self-commission. nLight AIR is commissioned easily through an intutitive mobile app.

Lumen Management: Unique lumen management system (option N80) provides on board intelligence that actively manages the LED light source so that constant lumen output is maintained over the system life, preventing the energy waste created by the traditional practice of over-lighting.

Step-level dimming option allows system to be switched to 50% power for compliance with common energy codes while maintaining fixture appearance.

Driver disconnect provided where required to comply with US and Canadian codes.

SENSOR— Integrated sensor (individual control): Sensor Switch MSD7ADCX ((Passive infrared (PIR)) or MSDPDT7ADCX ((PIR/Microphonics Dual Tech (PDT)) integrated occupancy sensor/automatic dimming photocell allows the luminaire to power off when the space is unoccupied or enough ambient light is entering the space. See page 4 for more details on the integrated sensor.

Integrated Sensor (nLight Wired Networking): This sensor is nLight-enabled, meaning it has the ability to communicate over an nLight network. When wired, using CAT-5 cabling, with other nLight-enabled sensors, power packs, or WallPods, an nLight control zone is created. Once linked to a Gateway, directly or via a Bridge, the zone becomes capable of remote status monitoring and control via SensorView software. See page 4 for the nLight sensor options.

Integrated Smart Sensor (nLight Air Wireless Platform): The RES7 sensor is nLight AIR enabled, meaning it has the ability to communicate over the wireless nLight control platform. It is available with an automatic dimming photocell, and either a digital PIR or a microphonics (PDT) dual technology occupancy sensor. It pairs to other luminairs and wall switches through our mobile app, CL***AIR***ITY, which allows for simple sensor adjustment. See page 4 for more details on the Integrated Smart Sensor.

INSTALLATION — The BLT's low profile design of only 2-3/8" provides increased installation flexibility especially in restrictive plenum applications. The BLT fits into standard 15/16" and narrow 9/16" T-grid ceiling systems.

Suitable for damp location.

For recessed mounting in hard ceiling applications, Drywall Grid Adapters (DGA) are available as an accessory. See Accessories section.

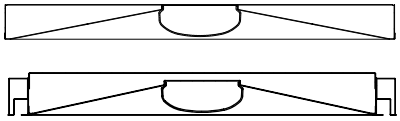
LISTINGS — CSA Certified to meet U.S. and Canadian standards. IC rated.
DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY — 5-year limited warranty. Complete warranty terms located at:
www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

NOTE: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

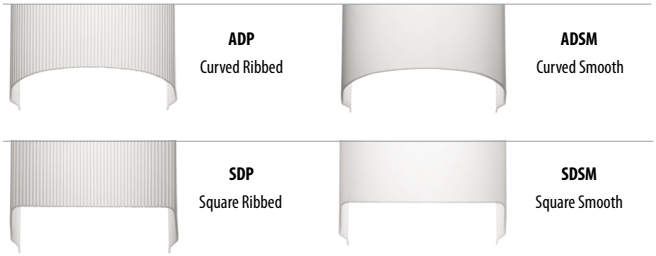
Specifications

Length: 47-3/4 (121.2)
Width: 23-3/4 (60.3)
Depth: 2-3/8 (6.0)
Depth with Air supply/return: 2-3/4 (6.9)



All dimensions are inches (centimeters) unless otherwise specified.

Multiple Diffuser Options



A+ Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and out-of-the-box control compatibility with simple commissioning.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is part of an A+ Certified solution for nLight® control networks when ordered with drivers marked by a shaded background*
- This luminaire is part of an A+ Certified solution for nLight control networks, providing advanced control functionality at the luminaire level, when selection includes driver and control options marked by a shaded background*

To learn more about A+, visit www.acuitybrands.com/aplus.

*See ordering tree for details

2BLT Volumetric Recessed Lighting 2'x4'

A+ Capable options indicated by this color background.

ORDERING INFORMATION Lead times will vary depending on options selected. Consult with your sales representative.

Example: 2BLT4 40L ADP EZ1 LP840

2BLT4

Series	Air function	Lumens[2]		Diffuser	Voltage	Driver	Color temperature
2BLT4 2x4 BLT	(blank) Static A Air supply/ return[1]	**Standard efficiency (>100 LPW)** 30L 3000 40L 4000 48L 4800 60L 6000 72L 7200 85L 8500 100L 10000 120L 12000	**High efficiency[3,4] (>130 LPW)** 30LHE 3000 40LHE 4000 48LHE 4800 60LHE 6000 72LHE 7200 85LHE 8500	ADP Curved, linear prisms ADSM Curved, smooth SDP Square, linear prisms SDSM Square, smooth **Includes trim rings to match sensored version** ADPT Curved, linear prisms ADSMT Curved, smooth SDPT Square, linear prisms SDSMT Square, smooth	(blank) MVOLT 120 120V 277 277V 347 347V[5]	EZ1 eldoLED dims to 1% (0-10 volt dimming) GZ1 Dims to 1% (0-10V dimming)[6] GZ10 Dims to 10% (0-10V dimming)[6] SLD Step-level dimming[7]	LP830 82CRI, 3000 K LP835 82CRI, 3500 K LP840 82CRI, 4000 K LP850 82CRI, 5000 K LP930 90CRI, 3000K LP935 90CRI, 3500K LP940 90CRI, 4000K LP950 90CRI, 5000K

nLight Interface	Control[10]		Options
nLight Wired (blank) no nLight ® interface N80 nLight with 80% lumen management N80EMG nLight with 80% lumen management For use with generator supply EM power[8] N100 nLight without lumen management N100EMG nLight without lumen management For use with generator supply EM power[8] **nLight Wireless** (blank) no nLight ® interface NLTAIR2 nLight AIR Generation 2 enabled[9]	**nLight Wired** (blank) No sensor control NES7 nLight™ nES 7 PIR integral occupancy sensor[11] NESPDT7 nLight™ nES PDT 7 dual technology integral occupancy control[11] NES7ADCX nLight™ nES 7 ADCX PIR integral occupancy sensor with automatic dimming photocell[11] NESPDT7ADCX nLight™ nES PDT 7 dual technology integral occupancy sensor with automatic dimming photocell[11] **nLight Wireless** RES7 nLight AIR PIR integral occupancy sensor with automatic dimming photocell for Networking Capabilities RES7PDT nLight AIR microphonics dual technology occupancy sensor with automatic dimming photocell RIO nLight AIR radio module without sensor	**Individual Control** MSD7ADCX PIR integral occupancy sensor with automatic dimming control photocell[12] MSDPDT7ADCX PDT integral occupancy sensor with automatic dimming control photocell[12]	EL7L 700 lumen battery pack (non-CEC compliant)[13] EL14L 1400 lumen battery pack (non-CEC compliant)[13] EL14LSD 1400 lumen battery pack with self-diagnostic testing feature (non-CEC compliant)[13,14] E10WLCP EM Self-Diagnostic battery pack, 10W Constant Power, CEC compliant[13] CP Chicago plenum[15] BGTD Bodine Generator Transfer Device[16] PWS1836 6′ pre-wire, 3/8″ diameter, 18 gauge, 1 circuit PWS1846 6′ pre-wire, 3/8″ diameter, 18 gauge, 2 circuit PWS1846 PWSLV Two cables: one 6' pre-wire, 3/8″ diameter, 18 gauge, 2 circuits; one 6' pre-wire, 3/8″ diameter, 18 gauge, purple and gray[17] PWS1856LV 6′ pre-wire, 3/8″ diameter, 18 gauge, 1 circuit w/low voltage purple and grey wires[17] GLR Fast-blowing fuse[18] GMF Slow-blowing fuse[18] NPLT Narrow pallet RRL_ RELOC®-ready luminaire[19] LATC Earthquake clip DWAM Anti-Microbial paint JP16 Job packaging IP5X Gasketed diffuser compartment to meet IP5X rating[20]

Accessories next page

Notes

1 Consult factory for airflow data.
2 Approximate lumen output.
3 All versions may not achieve 130+ LPW. Refer to photometry on www.acuitybrands.com.
4 Air supply/return option, 90 CRI, and versions with integral sensor trim rings may not achieve 130 LPW.
5 Not available with SLD, EL7L, EL14L, or E10WLCP options.
6 GZ1 and GZ10 not available with any Control or Sensor options
7 Not available with N80, N80EMG, N100, N100EMG, NLTAIR, or occupancy control.
8 nLight EMG option requires a connection to existing nLight network. Power is provided from a separate N80 or N100 enabled fixture.
9 Must order with RES7, RES7PDT, or RIO module. Only available with EZ1 driver. Not available with 85L, 100L, or 120L options.
10 Must specify diffuser with trim rings. See sensor options on page 4.
11 Requires N80, N80EMG, N100, or N100EMG. Only available with EZ1 driver.
12 Only available with EZ1 driver option. 0-10v dimming wires not accessible via access plate.
13 When using pre-wire option, use PWS1846 or PWS1846 PWSLV.
14 For more information, please see the PSSD2 specification sheet.
15 Not available with N80, N80EMG, N100, or N100EMG.
16 Must specify voltage. Requires BSE labeling, voltage specific. Consult factory for options.
17 Not available with nLight wired/wireless network or individual controls.
18 Must specify voltage, 120 or 277, with GLR and GFM fusing.
19 For ordering logic consult RRL_2013.
20 Not available with air supply/return or Wired Networking (NES_) and Individual Control (MSD_) sensors.

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2BLT Volumetric Recessed Lighting 2'x4'

Non-Configurable BLT								
Stock/MTO	**Catalog Description ***	**UPC**	**Lumens**	**Wattage**	**LPW**	**Color Temperature**	**Voltage**	**Pallet Qty**
Stock	2BLT4 40L ADP LP835	00190887470789	4000	31	129	3500K/82 CRI	120-277	26
	2BLT4 40L ADP LP840	00190887470765	4063	31	131	4000K/82CRI	120-277	26
	2BLT4 48L ADP LP835	00190887468656	4960	38	131	3500K/82 CRI	120-277	26
	2BLT4 48L ADP LP840	00190887468649	5039	38	133	4000K/82CRI	120-277	26
	2BLT4 40L ADP EL14L LP835	00190887470925	4000	31	129	3500K/82 CRI	120-277	26
	2BLT4 40L ADP EL14L LP840	00190887470918	4063	31	131	4000K/82 CRI	120-277	26
	2BLT4 48L ADP EL14L LP835	00190887468670	4960	38	131	3500K/82 CRI	120-277	26
	2BLT4 48L ADP EL14L LP840	00190887468663	5039	38	133	4000K/82 CRI	120-277	26
MTO	2BLT4 40L ADP 347 LP835	00193047562188	4000	31	129	3500K/82 CRI	347	26
	2BLT4 40L ADP 347 LP840	00193047059183	4063	31	131	4000K/82CRI	347	26
	2BLT4 48L ADP 347 LP835	00193047562225	4960	38	131	3500K/82 CRI	347	26
	2BLT4 48L ADP 347 LP840	00193047686426	5039	38	133	4000K/82CRI	347	26

*Generic 0-10V Dimming to 10%.

Accessories: *Order as separate catalog number.*

DGA24	Drywall grid adapter for 2x4 recessed fixture
2X4SMK	Surface Mount Troffer Kit

nLight® Wired Control Accessories:
Order as separate catalog number. Visit www.acuitybrands.com/products/controls/nlight.

WallPod stations	**Model number**	**Occupancy sensors**	**Model number**
On/Off	nPODM [color]	Small motion 360°, ceiling (PIR / dual tech)	nCM 9 RJB / nCM PDT 9 RJB
On/Off & raise/lower	nPODM DX [color]	Large motion 360°, ceiling (PIR / dual tech)	nCM10 RJB / nCM PDT 10 RJB
Graphic touchscreen	nPOD GFX [color]	Wall switch with raise/lower	nWSX PDT LV DX [color]
Photocell controls	**Model number**	**Cat-5 cable (plenum rated)**	**Model number**
Full range dimming	nCM ADCX RJB	10' cable	CAT5 10FT J1
		30' cable	CAT5 30FT J1

nLight® AIR Control Accessories:
Order as separate catalog number. Visit www.acuitybrands.com/products/controls/nlightair.

Wall switches	**Model number**
On/Off single pole	rPODB [color] G2
On/Off two pole	rPODB 2P [color] G2
On/Off & raise/lower single pole	rPODB DX [color] G2
On/Off & raise/lower two pole	rPODB 2P DX [color] G2
On/Off & raise/lower single pole	rPODBZ DX WH G2

rCMS — **Example: RCMS PDT 10 AR G2**

Series / Detection	Power Supply[1]	Occupancy Detection	Lens (Required)	Operating Mode	Generation
RCMS nLight AIR occupancy and daylight sensor	[blank] Power Supply ordered separately PS 150 Standard 150 mA Power Supply	[blank] PIR Detection PDT Dual Tech PIR/ Microphonics	10 Large Motion/ Extended Range 360° 9 Small Motion/ Extended Range 360° 6 High Bay 360° Lens	[BLANK] None AR Auxiliary Relay	G2 Generation 2 compatibility

Notes
1 RCMS requires low voltage power from either RPP20 DS 24V G2 or PS150.

Replacement Parts: *Order as separate catalog number.*

*249P2N	2DBLT48 ADP LENS ASSEMBLY	4 ft. replacement lens
*249P2T	2DBLT48 SDP LENS ASSEMBLY	4 ft. replacement lens
*249P30	2DBLT48 ADSM LENS ASSEMBLY	4 ft. replacement lens
*249P33	2DBLT48 SDSM LENS ASSEMBLY	4 ft. replacement lens
*237LT2	2DBLT48 ADPT LENS ASSEMBLY	4 ft. replacement lens
*237LT4	2DBLT48 SDPT LENS ASSEMBLY	4 ft. replacement lens
*237LT6	2DBLT48 ADSMT LENS ASSEMBLY	4 ft. replacement lens
*237LT8	2DBLT48 SDSMT LENS ASSEMBLY	4 ft. replacement lens
*237LTA	2DBLT48 ADPT SENSOR LENS ASSEMBLY	4 ft. replacement lens
*237M52	2DBLT48 SDPT SENSOR LENS ASSEMBLY	4 ft. replacement lens
*237M5A	2DBLT48 ADSMT SENSOR LENS ASSEMBLY	4 ft. replacement lens
*237M5L	2DBLT48 SDSMT SENSOR LENS ASSEMBLY	4 ft. replacement lens

LED: One Lithonia Way Conyers, GA 30012 Phone: 800-858-7763 www.lithonia.com
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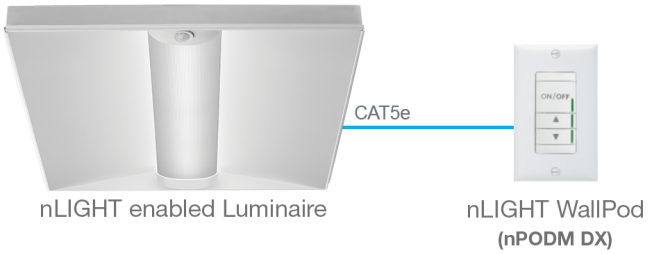
2BLT Volumetric Recessed Lighting 2'x4'

Sensor Options					
Option	Automatic Dimming Photocell	Occupancy Sensing		nLight Wired Networking	nLight AIR Networking
		PIR	PDT		
MSD7ADCX	X	X			
MSDPDT7ADCX	X		X		
NES7		X		X	
NES7ADCX	X	X		X	
NESPDT7			X	X	
NESPDT7ADCX	X		X	X	
RES7	X	X			X
RESPDT7	X	X	X		X

Basic nLight Zone



Integrated Sensor with Individual Control

The MSD7ADCX PIR occupancy sensor/automatic dimming photocell is ideal for areas without obstructions and where daylight harvesting may be desired. Suggested applications include, but not limited to, hallways, corridors, storage rooms, and breakrooms or other areas where people are typically moving.

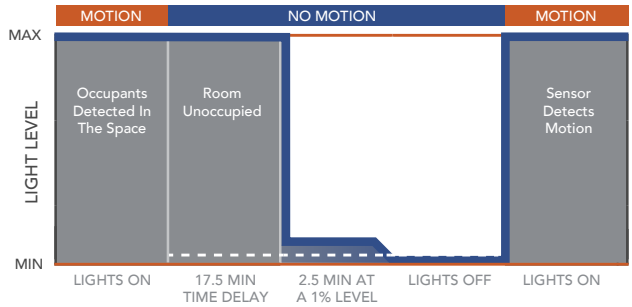
The MSDPDT7ADCX PIR/Microphonics Dual Tech occupancy sensor/automatic dimming photocell is ideal for areas with obstructions and where daylight harvesting is desired. Suggested applications include, but not limited to, open offices, private offices, classrooms, public restrooms, and conference rooms.

nLight Wired Networking

The nES 7 is ideal for small rooms without obstructions or areas with primarily walking motion. Ideal areas include hallways, corridors, storage rooms, and breakrooms. Additionally, the NES7ADCX includes an integrated photocell, which enables daylight harvesting controls.

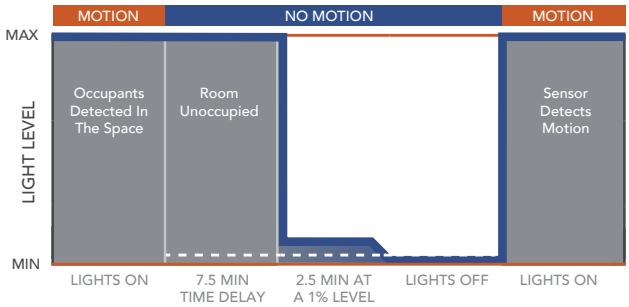
For areas like restrooms, private offices, open offices, conference rooms or any space with obstructions, the nES PDT 7 dual technology sensor is recommended. The nES PDT 7 utilizes both PIR (passive infrared) and Microphonics technologies to detect occupancy. Additionally, the NESPDT7ADCX includes an integrated photocell, which enables daylight harvesting controls which is ideal for areas where windows are present.

Sequence of Operation



*The presetting on the automatic dimming photocell is 5fc.

Sequence of Operation



*The presetting on the automatic dimming photocell is 5fc.

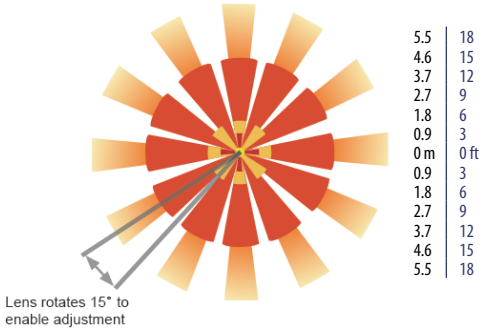
Sensor Coverage Pattern
Mini 360° Lens

- Recommended for walking motion detection from mounting heights between 8 ft (2.44 m) and 20 ft (6.10 m)
- Initial detection of walking motion along sensor axes at distances of 2x the mounting height up to 15 ft (4.57 m) and
- 1.75x up to 20 ft (6.10 m).
- Provides 12 ft (3.66 m) radial detection of small motion when mounted at 9 ft (2.74 m)
- Initial detection will occur earlier when walking across sensor's field of view than when walking directly at sensor

nLight AIR Wireless

nLight AIR is the ideal solution for retrofit or new construction spaces where adding additional wiring can be labor intensive and nLight AIR is available with or without an integral sensor. Integrated RES7 or RES7PDT smart sensors are part of each luminaire in the nLight AIR network, which can be grouped to control multiple luminaires. The granularity of control with the digital PIR occupancy detection and daylight sensing makes a great solution for any application.

9 FT Mounting



Simple as 1,2,3

1. Install the nLight® AIR fixtures with embedded smart sensor
2. Install the wireless battery-powered wall switch
3. With CLAIRITY app, pair the fixtures with the wall switch and if desired, customize the sensor settings for the desired outcome

LED: One Lithonia Way Conyers, GA 30012 Phone: 800-858-7763 www.lithonia.com

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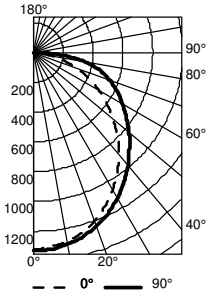
2BLT Volumetric Recessed Lighting 2'x4'

PHOTOMETRICS

2BLT4 40L ADP LP835, 4000 delivered lumens, test no. ISF36900P109, tested in accordance to IESNA LM-79



CP Summary

	0°	90
0°	1325	1325
5°	1309	1325
15°	1250	1278
25°	1136	1187
35°	981	1058
45°	797	909
55°	601	761
65°	408	621
75°	212	460
85°	48	197
90	1	17

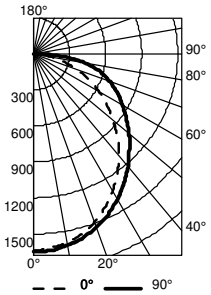
Coefficients of Utilization

RCR (pf / pc / pw)	80% 70% 30%	80% 50% 30%	80% 30% 30%	70% 50% 30%	70% 30% 30%	70% 30% 10%	50% 50% 30%	50% 30% 30%	50% 30% 10%
0	119	119	119	116	116	116	111	111	111
1	108	102	97	100	96	92	96	92	89
2	97	88	81	86	80	74	83	77	72
3	88	77	69	76	68	61	72	66	60
4	81	68	59	67	58	52	64	57	51
5	74	61	51	60	51	44	57	50	44
6	68	55	45	54	45	39	52	44	38
7	63	50	40	49	40	34	47	39	34
8	59	45	36	44	36	30	43	36	30
9	55	41	33	41	33	27	40	32	27
10	52	38	30	38	30	25	37	30	25

Zonal Lumen Summary

Zone	Lumens	% Lamp	% Fixture
0° - 30°	1024	25.6	25.6
0° - 40°	1669	41.7	41.7
0° - 60°	2960	74.0	74.0
0° - 90°	3998	100.0	100.0
90° - 120°	2	0.0	0.0
90° - 130°	2	0.0	0.0
90° - 150°	2	0.0	0.0
90° - 180°	2	0.0	0.0
0° - 180°	4000	100.0	100.0

2BLT4 48L ADP LP835, 4960 delivered lumens, test no. ISF 36900P117, tested in accordance to IESNA LM-79



CP Summary

	0°	90
0°	1643	1643
5°	1623	1644
15°	1550	1585
25°	1409	1472
35°	1217	1312
45°	988	1127
55°	745	943
65°	505	769
75°	263	571
85°	59	244
90	1	21

Coefficients of Utilization

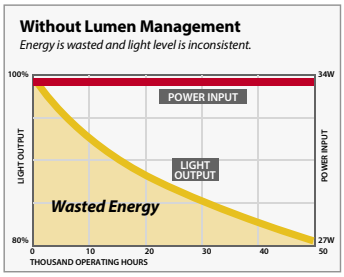
RCR (pf / pc / pw)	80% 70% 30%	80% 50% 30%	80% 30% 30%	70% 50% 30%	70% 30% 30%	70% 30% 10%	50% 50% 30%	50% 30% 30%	50% 30% 10%
0	119	119	119	116	116	116	111	111	111
1	108	102	97	100	96	92	96	92	89
2	97	88	81	86	80	74	83	77	72
3	88	77	69	76	68	61	72	66	60
4	81	68	59	67	58	52	64	57	51
5	74	61	51	60	51	44	57	50	44
6	68	55	45	54	45	39	52	44	38
7	63	50	40	49	40	34	47	39	34
8	59	45	36	44	36	30	43	36	30
9	55	41	33	41	33	27	40	32	27
10	52	38	30	38	30	25	37	30	25

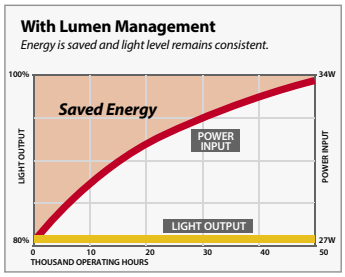
Zonal Lumen Summary

Zone	Lumens	% Lamp	% Fixture
0° - 30°	1270	25.6	25.6
0° - 40°	2070	41.7	41.7
0° - 60°	3671	74.0	74.0
0° - 90°	4957	100.0	100.0
90° - 120°	2	0.0	0.0
90° - 130°	2	0.0	0.0
90° - 150°	2	0.0	0.0
90° - 180°	2	0.0	0.0
0° - 180°	4960	100.0	100.0

Constant Lumen Management

Enabled by the embedded nLight control, the BLT actively tracks its run-time and manages its light source such that constant lumen output is maintained over the system life. Referred to as lumen management, this feature eliminates the energy waste created by the traditional practice of over-lighting.





How to Estimate Delivered Lumens in Emergency Mode

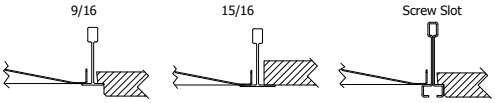
Use the formula below to estimate the delivered lumens in emergency mode

Delivered Lumens = 1.25 x P x LPW

P = Ouput power of emergency driver. P = 10W for E10WLCP option.

LPW = Lumen per watt rating of the luminaire. This information is available on the ABL luminaire spec sheet. LPW = Lumen per watt rating of the luminaire. LPW information available in Performance Data section.

MOUNTING DATA	
Ceiling Type	**Appropriate Trim Type**
Exposed grid tee (1' and 9/16")	G
Concealed grid tee	G
Plaster or plasterboard	G*



*DGA accessory available to provide ceiling trim flange and fixture support for plaster or plasterboard ceiling. Recommended rough-in dimensions for DGA installation is 24-3/4" x 48-3/4" (Tolerance is +1/8", -0").

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Performance Data					
Model Number	**Lumens**	**LPW**	**Watts**	**DLC Listing**	**DLC ID**
2BLT4 30L ADP EZ1 (GZ1, GZ10) LP835 [All Options]	2962	127.31	23.26	Premium	PWJDEMHS
2BLT4 30L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	3009.28	129.34	23.26	Premium	P18J5GLD
2BLT4 30L ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	2969.16	127.62	23.26	Premium	P3HB2XSG
2BLT4 40L ADP EZ1 (GZ1, GZ10) LP835 [All Options]	4000	126.22	31.69	Premium	PDWKYXFD
2BLT4 40L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	4063.86	128.23	31.69	Premium	PEYXAZWD
2BLT4 40L ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	3946.66	124.53	31.69	Premium	PS63CPK6
2BLT4 40L ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	4009.67	126.52	31.69	Premium	PK79UR9W
2BLT4 48L ADP EZ1 (GZ1, GZ10) LP835 [All Options]	4960	130.5	38	Premium	PJ9CK6C1
2BLT4 48L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	5039.18	132.58	38	Premium	P9W2R5AK
2BLT4 48L ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	4893.86	128.76	38	Premium	PPFKZU3U
2BLT4 48L ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	4971.99	130.82	38	Premium	PC8HMCH9
2BLT4 60L ADP EZ1 (GZ1, GZ10) LP835 [All Options]	6016	126.39	47.59	Premium	PSJ6QERM
2BLT4 60L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	6112.04	128.4	47.59	Premium	PVXQXPUV
2BLT4 60L ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	5935.78	124.7	47.59	Premium	PHT84BW4
2BLT4 60L ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	6030.55	126.69	47.59	Premium	PXV55BC8
2BLT4 72L ADP EZ1 (GZ10) LP840 [All Options]	7360.66	125.3	58.74	Premium	PSCZ22CB
2BLT4 72L ADP GZ1 LP835 [All Options]	7245	119.07	60.84	standard	PISHTCTS
2BLT4 72L ADP GZ1 LP840 [All Options]	7360.66	120.97	60.84	standard	PBERALG7
2BLT4 72L ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	7148.4	117.48	60.84	standard	PDQS3CYK
2BLT4 72L ADPT EZ1 (GZ10) LP840 [All Options]	7262.52	123.63	58.74	Premium	P2KKMMVN
2BLT4 72L ADPT GZ1 LP840 [All Options]	7262.52	119.36	60.84	standard	P10DUPC0
2BLT4 85L ADP EZ1 (GZ1, GZ10) LP835 [All Options]	8567	116.43	73.58	standard	PYD2GO6V
2BLT4 85L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	8703.77	118.28	73.58	standard	P8Z4IV4X
2BLT4 85L ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	8452.77	114.87	73.58	standard	PTZEW3QM
2BLT4 85L ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	8587.72	116.71	73.58	standard	P01DMEK9
2BLT4 100L ADP EZ1 (GZ1, GZ10) LP835 [All Options]	9837	103.14	95.36	standard	PGDES20R
2BLT4 100L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	9994.04	104.79	95.36	standard	P007CHGX
2BLT4 100L ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	9705.84	101.77	95.36	standard	PSZUQY7M
2BLT4 100L ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	9860.79	103.39	95.36	standard	P6V6X6HY
2BLT4 120L ADP EZ1 (GZ1, GZ10) LP835 [All Options]	11709	118.18	99.07	standard	PGM4Y7DP
2BLT4 120L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	11895.9	120.07	99.07	standard	P00DDCG2
2BLT4 120L ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	11552.9	116.61	99.07	standard	PXM0FS09
2BLT4 120L ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	11737.3	118.47	99.07	standard	PJ4GEBZM

DLC information is subject to change, for the most up-to-date information please refer to www.dlc.org. Above listings do not cover 347v or SLD.

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HE Performance Data					
Model Number	**Lumens**	**LPW**	**Watts**	**DLC Listing**	**DLC ID**
2BLT4 30LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	3107	135.17	22.98	Premium	P7KEICW5
2BLT4 30LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	3156.6	137.33	22.98	Premium	PDOM06BH
2BLT4 30LHE ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	3065.57	133.37	22.98	Premium	P7PZAJDZ
2BLT4 30LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	3114.51	135.5	22.98	Premium	P2N23EBP
2BLT4 40LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	4085	138.56	29.48	Premium	P67P6S5Y
2BLT4 40LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	4150.21	140.77	29.48	Premium	P95UQD66
2BLT4 40LHE ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	4030.53	136.71	29.48	Premium	PC15DQEC
2BLT4 40LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	4094.88	138.89	29.48	Premium	PGRCSJ2T
2BLT4 48LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	4770	138.16	34.52	Premium	PXBJBGN8
2BLT4 48LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	4846.15	140.37	34.52	Premium	P5PQ5RRX
2BLT4 48LHE ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	4706.4	136.32	34.52	Premium	P2NK2H33
2BLT4 48LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	4781.53	138.5	34.52	Premium	PK8C1321
2BLT4 60LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	5894	135.12	43.61	Premium	PQZN176R
2BLT4 60LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	5988.09	137.28	43.61	Premium	PG5CYJUC
2BLT4 60LHE ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	5815.41	133.32	43.61	Premium	PZ72TAWM
2BLT4 60LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	5908.25	135.45	43.61	Premium	PRC4W72B
2BLT4 72LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	7149	135.94	52.58	Premium	PUB38GEQ
2BLT4 72LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	7263.13	138.11	52.58	Premium	P7GDHZTN
2BLT4 72LHE ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	7053.68	134.12	52.58	Premium	P5CC2VKV
2BLT4 72LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	7166.29	136.26	52.58	Premium	P6P1BKDM
2BLT4 85LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	8158	128.96	63.25	Premium	PRTW6BXW
2BLT4 85LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	8288.24	131.02	63.25	Premium	P6H1V2D6
2BLT4 85LHE ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	8049.22	127.24	63.25	Premium	P1VG5TA3
2BLT4 85LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	8177.73	129.27	63.25	Premium	PN5BKJ6E

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LITHONIA LIGHTING®

Catalog Number	
Notes	
Type	

BLT Series LED

BLT4

1' x 4'
LED

FEATURES & SPECIFICATIONS

INTENDED USE — The BLT Best-in-Value Low Profile LED luminaire features a popular center basket design that offers a clean, versatile style and volumetric distribution. High efficacy LED light engines deliver energy savings and low maintenance compared to traditional sources. An extensive selection of configurations and options make the BLT the perfect choice for many lighting applications including schools, offices and other commercial spaces, retail, hospitals and healthcare facilities. The low profile BLT design (2-3/4") also makes it an excellent choice for renovation projects.

CONSTRUCTION — BLT enclosure components are die-formed for dimensional consistency and painted after fabrication with a polyester powder paint for improved performance and protection.

The reflector is finished with a high reflective matte white powder paint for improved aesthetics and increased light diffusion.

End plates contain easy-to-position integral T-bar clips for securely attaching the luminaire to the T-grid. For additional T-grid security, optional screw on T-bar clips are available.

Diffusers are extruded from impact modified acrylic for increased durability.

LED boards and drivers are accessible from the plenum.

OPTICS — Volumetric illumination is achieved by creating an optimal mix of light to walls, partitions and vertical and horizontal work surfaces – rendering the interior space, objects and occupants in a more balanced, complimentary luminous environment. High performance extruded acrylic diffusers conceal LEDs and efficiently deliver light in a volumetric distribution. Four diffuser choices available - curved and square designs with linear prisms or a smooth frosted finish.

ELECTRICAL — Long-life LEDs, coupled with high-efficiency drivers, provide superior quantity and quality of illumination for extended service life. 80% LED lumen maintenance at 60,000 hours (L80/60,000). Color Variation within 3-step MacAdam ellipse (3SDCM).

Non-Configurable BLT: Generic 0-10 volt dimming driver. Dims to 10%

Configurable BLT: available in High Efficiency (HE) versions for applications where a lower wattage (over the standard product) is required. The High Efficiency versions deliver >130 LPW and can be specified via the Lumen Package designations in the Ordering Information below.

eldoLED driver options deliver choice of dimming range, and choices for control, while assuring flicker-free, low-current inrush, 89% efficiency and low EMI.

Optional integrated nLight®controls make each luminaire addressable - allowing them to digitally communicate with other nLight enabled controls such as dimmers, switches, occupancy sensors and photocontrols. Connection to nLight is simple. It can be accomplished with integrated nLight AIR wireless RIO, RES7 sensors, or through standard Cat-5 cabling. nLight offers unique plug-and-play convenience as devices and luminaires automatically discover each other and self-commission. nLight AIR is commissioned easily through an intuitive mobile app.

Lumen Management: Unique lumen management system (option N80) provides on board intelligence that actively manages the LED light source so that constant lumen output is maintained over the system life, preventing the energy waste created by the traditional practice of over-lighting.

Step-level dimming option allows system to be switched to 50% power for compliance with common energy codes while maintaining fixture appearance.

Driver disconnect provided where required to comply with US and Canadian codes.

SENSOR— Integrated sensor (individual control): Sensor Switch MSD7ADCX ((Passive infrared (PIR)) or MSDPDT7ADCX ((PIR/Microphonics Dual Tech (PDT)) integrated occupancy sensor/automatic dimming photocell allows the luminaire to power off when the space is unoccupied or enough ambient light is entering the space. See page 4 for more details on the integrated sensor.

Integrated Sensor (nLight Wired Networking): This sensor is nLight-enabled, meaning it has the ability to communicate over an nLight network. When wired, using CAT-5 cabling, with other nLight-enabled sensors, power packs, or WallPods, an nLight control zone is created. Once linked to a Gateway, directly or via a Bridge, the zone becomes capable of remote status monitoring and control via SensorView software. See page 4 for the nLight sensor options.

Integrated Smart Sensor (nLight Air Wireless Platform): The RES7 sensor is nLight AIR enabled, meaning it has the ability to communicate over the wireless nLight control platform. It is available with an automatic dimming photocell, and either a digital PIR or microphonics (PDT) dual technology occupancy sensor. It pairs to other luminaires and wall switches through our mobile app, CL*AIR*ITY, which allows for simple sensor adjustment. See page 4 for more details on the Integrated Smart Sensor.

INSTALLATION — The BLT's low profile design of only 2-3/4" provides increased installation flexibility especially in restrictive plenum applications. The BLT fits into standard 15/16" and narrow 9/16" T-grid ceiling systems.

Suitable for damp location.

For recessed mounting in hard ceiling applications, Drywall Grid Adapters (DGA) are available as an accessory. See Accessories section.

LISTINGS — CSA Certified to meet U.S. and Canadian standards. IC rated.

DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY — 5-year limited warranty. Complete warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

NOTE: Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25 °C.

Specifications subject to change without notice.

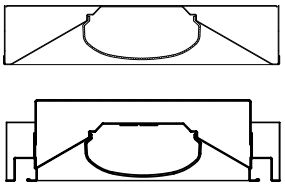
Specifications

Length: 47-3/4 (121.2)

Width: 11-3/4 (29.8)

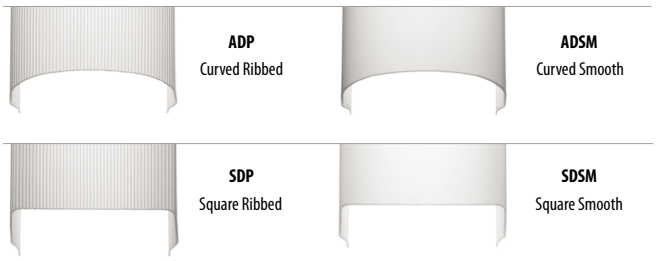
Depth: 2-3/4 (6.9)

Depth with Air supply/return: 3-5/8 (9.2)



All dimensions are inches (centimeters) unless otherwise specified.

Multiple Diffuser Options



A+ Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and out-of-the-box control compatibility with simple commissioning.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is part of an A+ Certified solution for nLight® control networks when ordered with drivers marked by a shaded background*
- This luminaire is part of an A+ Certified solution for nLight control networks, providing advanced control functionality at the luminaire level, when selection includes driver and control options marked by a shaded background*

To learn more about A+, visit www.acuitybrands.com/aplus.

*See ordering tree for details

BLT Volumetric Recessed Lighting 1'x4'

A+ Capable options indicated by this color background.

ORDERING INFORMATION Lead times will vary depending on options selected. Consult with your sales representative.

Example: BLT4 30L ADP EZ1 LP835

BLT4

Series		Air function		Lumens[2]				Diffuser		Voltage		Driver		Color temperature	
BLT4	1x4 BLT	(blank)	Static	**Standard efficiency (>100 LPW)**		**High efficiency[3,4] (>130 LPW)**		ADP	Curved, linear prisms	(blank)	MVOLT	EZ1	eldoLED dims to 1% (0-10 volt dimming)	LP830	82CRI, 3000 K
		A	Air supply/ return[1]	15L	1500	15LHE	1500	ADSM	Curved, smooth	120	120V	GZ1	Dims to 1% (0-10V dimming)[6]	LP835	82CRI, 3500 K
				20L	2000	20LHE	2000	SDP	Square, linear prisms	277	277V	GZ10	Dims to 10% (0-10V dimming)[6]	LP840	82CRI, 4000 K
				30L	3000	30LHE	3000	SDSM	Square, smooth	347	347V[5]	SLD	Step-level dimming[7]	LP850	82CRI, 5000 K
				40L	4000	40LHE	4000	**Includes trim rings to match sensored version**						LP930	90CRI, 3000K
				48L	4800	48LHE	4800	ADPT	Curved, linear prisms					LP935	90CRI, 3500K
				60L	6000	60LHE	6000	ADSMT	Curved, smooth					LP940	90CRI, 4000K
								SDPT	Square, linear prisms					LP950	90CRI, 5000K
								SDSMT	Square, smooth						

nLight Interface

nLight Wired

(blank)	no nLight ® interface
N80	nLight with 80% lumen management
N80EMG	nLight with 80% lumen management For use with generator supply EM power[8]
N100	nLight without lumen management
N100EMG	nLight without lumen management For use with generator supply EM power[8]

nLight Wireless

(blank)	no nLight ® interface
NLTAIR2	nLight AIR Generation 2 enabled[9]

Control[10]

nLight Wired

(blank)	No sensor control
NES7	nLight™ nES 7 PIR integral occupancy sensor[11]
NESPDT7	nLight™ nES PDT 7 dual technology integral occupancy control[11]
NES7ADCX	nLight™ nES 7 ADCX PIR integral occupancy sensor with automatic dimming photocell[11]
NESPDT7ADCX	nLight™ nES PDT 7 dual technology integral occupancy sensor with automatic dimming photocell[11]

nLight Wireless

RES7	nLight AIR PIR integral occupancy sensor with automatic dimming photocell[1]
RES7PDT	nLight AIR microphonics dual technology occupancy sensor with automatic dimming photocell
RIO	nLight AIR radio module without sensor

Individual Control

MSD7ADCX	PIR integral occupancy sensor with automatic dimming control photocell[12]
MSDPDT7ADCX	PDT integral occupancy sensor with automatic dimming control photocell[12]

Options

EL7L	700 lumen battery pack (non-CEC compliant)[13]
EL14L	1400 lumen battery pack (non-CEC compliant)[13]
EL14LSD	1400 lumen battery pack with self-diagnostic testing feature (non-CEC compliant)[13,14]
E10WLCP	EM Self-Diagnostic battery pack, 10W Constant Power, CEC compliant[13]
CP	Chicago plenum[15]
BGTD	Bodine Generator Transfer Device[16]
PWS1836	6' pre-wire, 3/8" diameter, 18 gauge, 1 circuit
PWS1846	6' pre-wire, 3/8" diameter, 18 gauge, 2 circuit
PWS1846 PWSLV	Two cables: one 6' pre-wire, 3/8" diameter, 18 gauge, 2 circuits; one 6' pre-wire, 3/8" diameter, 18 gauge, purple and gray[17]
PWS1856LV	6' pre-wire, 3/8" diameter, 18 gauge, 1 circuit w/ low voltage purple and grey wires[17]
GLR	Fast-blowing fuse[18]
GMF	Slow-blowing fuse[18]
NPLT	Narrow pallet
RRL_	RELOC®-ready luminaire[19]
LATC	Earthquake clip
DWAM	Anti-Microbial paint
IP5X	Gasketed diffuser compartment to meet IP5X rating[20]

Non-Configurable BLT

Stock/MTO	Catalog Description *	UPC	Lumens	Wattage	LPW	Color Temperature	Voltage	Pallet Qty
Stock	BLT4 40L ADP LP835	00190887466218	4114	32	129	3500K/82 CRI	120-277	39
	BLT4 40L ADP LP840	00190887465228	4180	32	131	4000K/82 CRI	120-277	39
	BLT4 40L ADP EL14L LP835	00190887466621	4114	32	129	3500K/82 CRI	120-277	39
	BLT4 40L ADP EL14L LP840	00190887466614	4180	32	131	4000K/82 CRI	120-277	39
MTO	BLT4 40L ADP 347 LP835		4114	32	129	3500K/82 CRI	347	39
	BLT4 40L ADP 347 LP840		4180	32	131	4000K/82CRI	347	39

*Generic 0-10V Dimming to 10%.

Notes and Accessories next page

LED: One Lithonia Way Conyers, GA 30012 Phone: 800-858-7763 www.lithonia.com

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Notes

1 Consult factory for airflow data.
2 Approximate lumen output.
3 All versions may not achieve 130+ LPW. Refer to photometry on www.acuitybrands.com.
4 Air supply/return option, 90 CRI, and versions with integral sensor trim rings may not achieve 130 LPW.
5 Not available with SLD EL7L, or EL14L options.
6 GZ1 and GZ10 not available with Control or Sensor options.
7 Not available with N80, N80EMG, N100, N100EMG, NLTAIR2, or occupancy control.
8 nLight EMG option requires a connection to existing nLight network. Power is provided from a separate N80 or N100 enabled fixture.
9 Must order with RES7, RESPDT7, or RIO module. Only available with EZ1 driver.
10 Must specify diffuser with trim rings. See sensor options on page 4.
11 Requires N80, N80EMG, N100, or N100EMG.
12 Only available with EZ1 driver option. 0-10v dimming wires not accessible via access plate.
13 When using pre-wire option, use PWS1846 or PWS1846 PWSLV.
14 For more information, please see the PSSD2 specification sheet.
15 Not available with N80, N80EMG, N100, or N100EMG.
16 Must specify voltage. Requires BSE labeling, voltage specific. Consult factory for options.
17 Not available with nLight wired/wireless network or individual controls.
18 Must specify voltage, 120 or 277, with GLR and GFM fusing.
19 For ordering logic consult RRL_2013.
20 Not available with air supply/return or Wired Networking (NES_) and Individual Control (MSD_) sensors.

Accessories: *Order as separate catalog number.*

DGA14	Drywall grid adapter for 1x4 recessed fixture
1X4SMK	Surface Mount Troffer Kit

nLight® Wired Control Accessories:
Order as separate catalog number. Visit www.acuitybrands.com/products/controls/nlight.

WallPod stations	**Model number**	**Occupancy sensors**	**Model number**
On/Off	nPODM [color]	Small motion 360°, ceiling (PIR / dual tech)	nCM 9 RJB / nCM PDT 9 RJB
On/Off & raise/lower	nPODM DX [color]	Large motion 360°, ceiling (PIR / dual tech)	nCM10 RJB / nCM PDT 10 RJB
Graphic touchscreen	nPOD GFX [color]	Wall switch with raise/lower	nWSX PDT LV DX [color]
Photocell controls	**Model number**	**Cat-5 cable (plenum rated)**	**Model number**
Full range dimming	nCM ADCX RJB	10' cable	CAT5 10FT J1
		30' cable	CAT5 30FT J1

nLight® AIR Control Accessories:
Order as separate catalog number. Visit www.acuitybrands.com/products/controls/nlightair.

Wall switches	**Model number**
On/Off single pole	rPODB [color] G2
On/Off two pole	rPODB 2P [color] G2
On/Off & raise/lower single pole	rPODB DX [color] G2
On/Off & raise/lower two pole	rPODB 2P DX [color] G2
On/Off & raise/lower single pole	rPODBZ DX WH G2

rCMS[1] — **Example: RCMS PDT 10 AR G2**

Series / Detection	**Power Supply[1]**	**Occupancy Detection**	**Lens (Required)**	**Operating Mode**	**Generation**
RCMS nLight AIR occupancy and daylight sensor	[blank] Power Supply ordered separately PS 150 Standard 150 mA Power Supply	[blank] PIR Detection PDT Dual Tech PIR/ Microphonics	10 Large Motion/ Extended Range 360° 9 Small Motion/ Extended Range 360° 6 High Bay 360° Lens	[BLANK] None AR Auxiliary Relay	G2 Generation 2 compatibility

Replacement Parts: *Order as separate catalog number.*

*249P36	DBLT48 ADP LENS ASSEMBLY	4 ft. replacement lens
*249P3C	DBLT48 SDP LENS ASSEMBLY	4 ft. replacement lens
*249P3H	DBLT48 ADSM LENS ASSEMBLY	4 ft. replacement lens
*249P3L	DBLT48 SDSM LENS ASSEMBLY	4 ft. replacement lens
*239UJR	DBLT48 ADPT LENS ASSEMBLY	4 ft. replacement lens
*239TXC	DBLT48 SDPT LENS ASSEMBLY	4 ft. replacement lens
*239UK6	DBLT48 ADSMT LENS ASSEMBLY	4 ft. replacement lens
*239UK6	DBLT48 SDSMT LENS ASSEMBLY	4 ft. replacement lens
*239TVV	DBLT48 ADPT SENSOR LENS ASSEMBLY	4 ft. replacement lens
*239TXM	DBLT48 SDPT SENSOR LENS ASSEMBLY	4 ft. replacement lens
*239UKG	DBLT48 ADSMT SENSOR LENS ASSEMBLY	4 ft. replacement lens
*239U0K	DBLT48 SDSMT SENSOR LENS ASSEMBLY	4 ft. replacement lens

Notes

1 RCMS requires low voltage power from either RPP20 DS 24V G2 or PS150.

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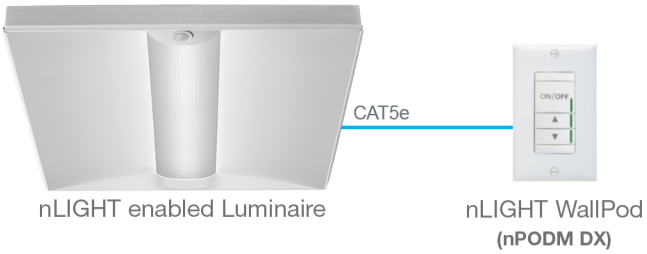
BLT Volumetric Recessed Lighting 1'x4'

Sensor Options					
Option	Automatic Dimming Photocell	Occupancy Sensing		nLight Wired Networking	nLight AIR Networking
		PIR	PDT		
MSD7ADCX	X	X			
MSDPDT7ADCX	X		X		
NES7		X		X	
NES7ADCX	X	X		X	
NESPDT7			X	X	
NESPDT7ADCX	X		X	X	
RES7	X	X			X
RESPDT7	X	X	X		X

Basic nLight Zone



Integrated Sensor with Individual Control

The MSD7ADCX PIR occupancy sensor/automatic dimming photocell is ideal for areas without obstructions and where daylight harvesting may be desired. Suggested applications include, but not limited to, hallways, corridors, storage rooms, and breakrooms or other areas where people are typically moving.

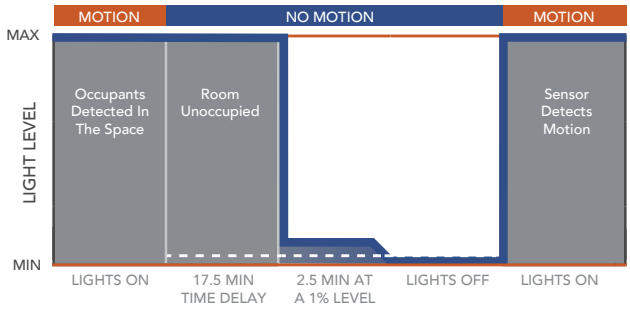
The MSDPDT7ADCX PIR/Microphonics Dual Tech occupancy sensor/automatic dimming photocell is ideal for areas with obstructions and where daylight harvesting is desired. Suggested applications include, but not limited to, open offices, private offices, classrooms, public restrooms, and conference rooms.

nLight Wired Networking

The nES 7 is ideal for small rooms without obstructions or areas with primarily walking motion. Ideal areas include hallways, corridors, storage rooms, and breakrooms. Additionally, the NES7ADCX includes an integrated photocell, which enables daylight harvesting controls.

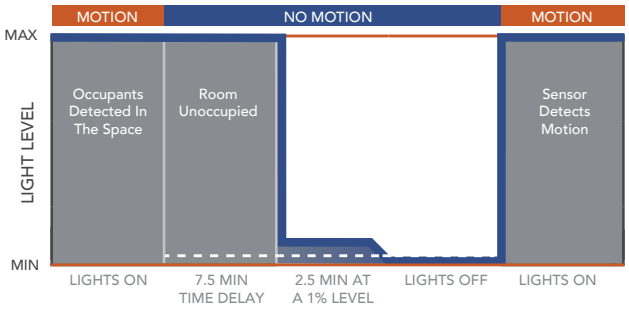
For areas like restrooms, private offices, open offices, conference rooms or any space with obstructions, the nES PDT 7 dual technology sensor is recommended. The nES PDT 7 utilizes both PIR (passive infrared) and Microphonics technologies to detect occupancy. Additionally, the NESPDT7ADCX includes an integrated photocell, which enables daylight harvesting controls which is ideal for areas where windows are present.

Sequence of Operation



*The presetting on the automatic dimming photocell is 5fc.

Sequence of Operation



*The presetting on the automatic dimming photocell is 5fc.

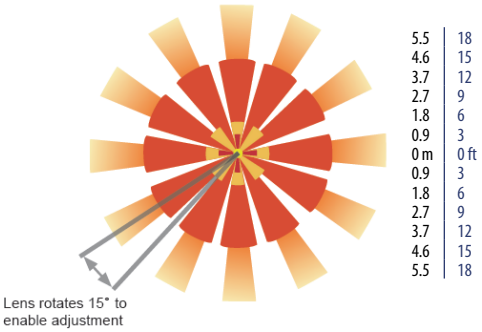
Sensor Coverage Pattern
Mini 360° Lens

- Recommended for walking motion detection from mounting heights between 8 ft (2.44 m) and 20 ft (6.10 m)
- Initial detection of walking motion along sensor axes at distances of 2x the mounting height up to 15 ft (4.57 m) and
- 1.75x up to 20 ft (6.10 m).
- Provides 12 ft (3.66 m) radial detection of small motion when mounted at 9 ft (2.74 m)
- Initial detection will occur earlier when walking across sensor's field of view than when walking directly at sensor

nLight AIR Wireless

nLight AIR is the ideal solution for retrofit or new construction spaces where adding additional wiring can be labor intensive and costly. nLight AIR is available with or without and integral sensor. The integrated RES7 or RES7PDT smart sensor is part of each luminaire in the nLight AIR network, which can be grouped to control multiple luminaires. The granularity of control with the digital PIR occupancy detection and daylight sensing makes a great solution for any application.

9 FT Mounting



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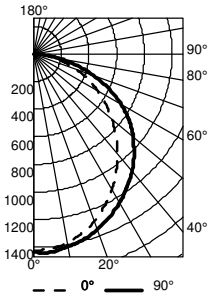
BLT Volumetric Recessed Lighting 1'x4'

PHOTOMETRICS

BLT4 40L ADP LP835, 4114 delivered lumens, test no. ISF35685P49, tested in accordance to IESNA LM-79



CP Summary

	0°	90
0°	1429	1429
5°	1413	1439
15°	1343	1390
25°	1211	1300
35°	1039	1175
45°	843	1025
55°	638	841
65°	429	608
75°	226	328
85°	55	66
90	0	0

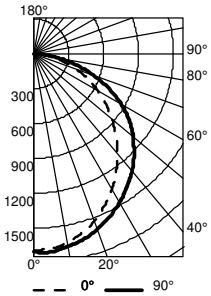
Coefficients of Utilization

RCR (pf / pc / pw)	80% 70%	80% 50%	80% 30%	70% 50%	70% 30%	70% 10%	50% 50%	50% 30%	50% 10%
0	119	119	119	116	116	116	111	111	111
1	109	104	99	101	97	94	97	94	91
2	98	90	83	88	82	76	85	79	74
3	90	79	71	77	70	63	74	68	62
4	82	70	61	68	60	54	66	59	53
5	75	62	53	61	53	46	59	51	46
6	69	56	47	55	46	40	53	46	40
7	64	51	42	50	41	35	48	41	35
8	60	46	38	46	37	32	44	37	31
9	56	42	34	42	34	28	41	33	28
10	52	39	31	39	31	26	38	31	26

Zonal Lumen Summary

Zone	Lumens	% Lamp	% Fixture
0° - 30°	1103	26.8	26.8
0° - 40°	1799	43.7	43.7
0° - 60°	3194	77.6	77.6
0° - 90°	4114	100.0	100.0
90° - 120°	0	0.0	0.0
90° - 130°	0	0.0	0.0
90° - 150°	0	0.0	0.0
90° - 180°	0	0.0	0.0
0° - 180°	4114	100.0	100.0

BLT4 48L ADP LP835, 4888 delivered lumens, test no. ISF35685P114, tested in accordance to IESNA LM-79



CP Summary

	0°	90
0°	1697	1697
5°	1679	1710
15°	1596	1651
25°	1438	1544
35°	1234	1396
45°	1002	1218
55°	758	1000
65°	510	722
75°	268	389
85°	66	78
90	0	0

Coefficients of Utilization

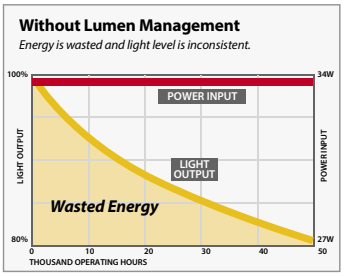
RCR (pf / pc / pw)	80% 70%	80% 50%	80% 30%	70% 50%	70% 30%	70% 10%	50% 50%	50% 30%	50% 10%
0	119	119	119	116	116	116	111	111	111
1	109	104	99	101	97	94	97	94	91
2	98	90	83	88	82	76	85	79	74
3	90	79	71	77	70	63	74	68	62
4	82	70	61	68	60	54	66	59	53
5	75	62	53	61	53	46	59	51	46
6	69	56	47	55	46	40	53	46	40
7	64	51	42	50	41	35	48	41	35
8	60	46	38	46	37	32	44	37	31
9	56	42	34	42	34	28	41	33	28
10	52	39	31	39	31	26	38	31	26

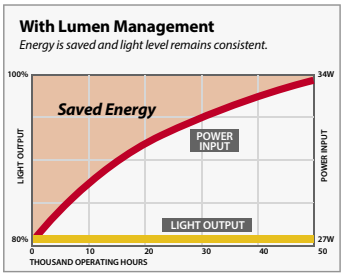
Zonal Lumen Summary

Zone	Lumens	% Lamp	% Fixture
0° - 30°	1310	26.8	26.8
0° - 40°	2137	43.7	43.7
0° - 60°	3795	77.6	77.6
0° - 90°	4888	100.0	100.0
90° - 120°	0	0.0	0.0
90° - 130°	0	0.0	0.0
90° - 150°	0	0.0	0.0
90° - 180°	0	0.0	0.0
0° - 180°	4888	100.0	100.0

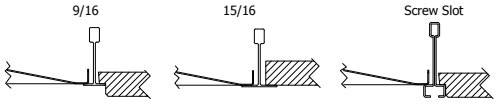
Constant Lumen Management

Enabled by the embedded nLight control, the BLT actively tracks its run-time and manages its light source such that constant lumen output is maintained over the system life. Referred to as lumen management, this feature eliminates the energy waste created by the traditional practice of over-lighting.





MOUNTING DATA	
Ceiling Type	**Appropriate Trim Type**
Exposed grid tee (1' and 9/16")	G
Concealed grid tee	G
Plaster or plasterboard	G*



*DGA accessory available to provide ceiling trim flange and fixture support for plaster or plasterboard ceiling. Recommended rough-in dimensions for DGA installation is 12-3/4" x 48-3/4" (Tolerance is +1/8", -0").

How to Estimate Delivered Lumens in Emergency Mode

Use the formula below to estimate the delivered lumens in emergency mode

Delivered Lumens = 1.25 x P x LPW

P = Ouput power of emergency driver. P = 10W for E10WLCP option.

LPW = Lumen per watt rating of the luminaire. This information is available on the ABL luminaire spec sheet. LPW = Lumen per watt rating of the luminaire. LPW information available in Performance Data section.

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Performance Data					
Model Number	**Lumens**	**LPW**	**Watts**	**DLC Listing**	**DLC ID**
BLT4 15L ADP EZ1 (GZ1, GZ10) LP840[All Options]	1450.79	123.83	11.71	Premium	PITJ7LZR
BLT4 15L ADPT EZ1 (GZ1, GZ10) LP840[All Options]	1429.13	121.98	11.71	standard	PGT9ZM85
BLT4 20L ADP EZ1 (GZ1, GZ10) LP835 [All Options]	1907	124.24	15.34	Premium	P6TRMV97
BLT4 20L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	1937.44	126.22	15.34	Premium	PYGYBGA4
BLT4 20L ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	1908.51	124.34	15.34	Premium	P62XJ7B5
BLT4 20L ADPT EZ1 (GZ10) LP835 [All Options]	1878.52	126.92	14.8	Premium	PSDPC339
BLT4 20L ADPT GZ1 LP835 [All Options]	1878.52	122.38	15.34	standard	PCPS6AYF
BLT4 30L ADP EZ1 (GZ1, GZ10) LP835 [All Options]	2918	125.97	23.16	Premium	PFTQCVDN
BLT4 30L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	2964.58	127.98	23.16	Premium	PXYBVAFH
BLT4 30L ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	2874.42	124.08	23.16	Premium	PQB9V6BJ
BLT4 30L ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	2920.31	126.07	23.16	Premium	P8UXM7NX
BLT4 40L ADP EZ1 (GZ1, GZ10) LP835 [All Options]	4114	124.31	33.09	Premium	PMYRQ49V
BLT4 40L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	4179.68	126.3	33.09	Premium	PGGU8V31
BLT4 40L ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	4117.26	124.41	33.09	Premium	PUEDT9VY
BLT4 40L ADPT EZ1 (GZ10) LP835 [All Options]	4052.56	124.84	32.46	Premium	P42QKXVC
BLT4 40L ADPT GZ1 LP835 [All Options]	4052.56	122.46	33.09	standard	PI8CCBNK
BLT4 48L ADP EZ1 (GZ1, GZ10) LP835 [All Options]	4888	124.02	39.41	Premium	PYZ4KMD4
BLT4 48L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	4966.03	126	39.41	Premium	PQX799PT
BLT4 48L ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	4891.88	124.12	39.41	Premium	PNTGHKEN
BLT4 48L ADPT EZ1 (GZ10) LP835 [All Options]	4815	124.32	38.73	Premium	P22X8T1X
BLT4 48L ADPT GZ1 LP835 [All Options]	4815	122.17	39.41	standard	PJR9QMWQ
BLT4 60L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	6133.38	124.58	49.23	Premium	P2DSW9MV
BLT4 60L ADP EZ1 (GZ10) LP835 [All Options]	6037	124.98	48.3	Premium	PWMC3RXH
BLT4 60L ADP GZ1 LP835 [All Options]	6037	122.62	49.23	standard	PIBQTI45
BLT4 60L ADPT EZ1 (GZ10) LP835 [All Options]	5946.85	123.12	48.3	standard	P7JXFEX8
BLT4 60L ADPT EZ1 (GZ10) LP840 [All Options]	6041.79	125.08	48.3	Premium	PJZS4XAG
BLT4 60L ADPT GZ1 LP835 [All Options]	5946.85	120.79	49.23	standard	P43IPTQT
BLT4 60L ADPT GZ1 LP840 [All Options]	6041.79	122.72	49.23	standard	PBR3M7AA

DLC information is subject to change, for the most up-to-date information please refer to www.dlc.org. Above listings do not cover 347v or SLD.

HE Performance Data					
Model Number	**Lumens**	**LPW**	**Watts**	**DLC Listing**	**DLC ID**
BLT4 15LHE ADP EZ1 (GZ1, GZ10) LP835[All Options]	1486	127.29	11.67	Premium	PTAG2QWR
BLT4 15LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	1509.72	129.32	11.67	Premium	PW6HZMN4
BLT4 15LHE ADPT EZ1 (GZ1, GZ10) LP835[All Options]	1463.8	125.39	11.67	Premium	PM80L4KU
BLT4 15LHE ADPT EZ1 (GZ1, GZ10) LP840[All Options]	1487.17	127.39	11.67	Premium	P3SW8CV0
BLT4 20LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	1920	126.59	15.16	Premium	PPE50BKI
BLT4 20LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	1950.65	128.61	15.16	Premium	PNVCY7R2
BLT4 20LHE ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	1891.32	124.7	15.16	Premium	PH4BQPK3
BLT4 20LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	1921.52	126.69	15.16	Premium	PX3ZLUGW
BLT4 30LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	2987	136.62	21.86	Premium	PV0LKMTV
BLT4 30LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	3034.68	138.8	21.86	Premium	PQSG0MWX
BLT4 30LHE ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	2942.39	134.58	21.86	Premium	P0YU2QG4
BLT4 30LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	2989.37	136.73	21.86	Premium	P7IA04ZL
BLT4 40LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	4193	137.85	30.41	Premium	PTFZPNFT
BLT4 40LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	4259.94	140.05	30.41	Premium	PU2IGL4P
BLT4 40LHE ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	4130.38	135.79	30.41	Premium	PHHEA92E
BLT4 40LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	4196.32	137.96	30.41	Premium	PPVT5JFT
BLT4 48LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	4667	133.48	34.96	Premium	PJT47YU5
BLT4 48LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	4741.5	135.61	34.96	Premium	PX9KVBY3
BLT4 48LHE ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	4597.3	131.49	34.96	Premium	PBQR558K
BLT4 48LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	4670.7	133.59	34.96	Premium	PRTND692
BLT4 60LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	5914	130.91	45.17	Premium	PD35F85D
BLT4 60LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	6008.41	133	45.17	Premium	PYKY93GZ
BLT4 60LHE ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	5825.68	128.95	45.17	Premium	PM297Q4P
BLT4 60LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	5918.69	131.01	45.17	Premium	PSB3FUK4

DLC information is subject to change, for the most up-to-date information please refer to www.dlc.org. Above listings do not cover 347v or SLD.

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ULTRA LED™

High Lumen Lamp

The SYLVANIA ULTRA LED high lumen lamp is a self-ballasted medium base HID replacement lamp. The lamp is easy to install and is ideal for indoor high/low bay lighting and outdoor decorative post top fixtures in walkway lighting applications.

Quality of Light

The SYLVANIA ULTRA LED high lumen lamp provides excellent color rendering (82 CRI) in comparison with traditional high pressure sodium and metal halide lamps, and a selection of color temperatures (2700K, 3000K, 4000K and 5000K).

Optical Design

Optical design efficiently directs light output in a 360° (horizontal) beam angle (or omnidirectional) with Type V distribution.

Key Features & Benefits

- Lumen Package:
  1500 lumens @ 15 watts
  5000 lumens @ 50 watts
  8000 lumens @ 80 watts
  15000 lumens @ 135 watts
- Replacement for 50W-250W HID medium base/mogul base applications
- CCT: 2700K, 3000K, 4000K, 5000K
- CRI of 82
- 360° illumination
- 50,000 hour life (L_{70})
- IP60 rated-suitable for indoor and outdoor applications
- UL1598 Classified for retrofit applications in existing fixtures
- Reduces energy consumption up to 50%
- Type V distribution
- LDL/QVL listed
- Surge protection included per IEEE/ ANSI C136.2-2015 for 10kV/5kA "Enhanced" R option
- Heat and impact resistant, UV protected, non yellowing polycarbonate lens/reflector
- 120-277 input voltage
- Lasts up to 2 times longer than HID lamps
- No warm-up time, instant-on with full light output and stable lamp to lamp color
- Shock resistant-tested to 3G vibration
- Tested up to 130°F ambient temperature within fixture
- ETL listed for damp locations
- Universal burn
- DLC listed (80W only)

Product Offering

Ordering Abbreviation	Wattage	Lumen Output	Color Temperature	CRI
LED High Lumen	15	1500	2700K, 3000K, 4000K	82
LED High Lumen	50	5000	2700K, 3000K, 4000K, 5000K	82
LED High Lumen	80	8000	3000K, 4000K	82
LED High Lumen	135	15000	3000K, 4000K, 5000K	82

Application Information

Applications

Indoor
- High bay
- Low bay

Outdoor
- Walkway lighting
- Decorative post top
- Bollards

Application Notes

1. Operating temperature range between -40°F and +130°F.
2. Existing HID ballast needs to be bypassed.
3. Verify fixture size before installation to ensure fit.
4. Not suited for outdoor fixtures with air vents.
5. Should not be directly exposed to water/humidity.
6. Suitable for indoor/outdoor use.
7. Can be used in enclosed fixtures.
8. For detailed warranty information, please see www.sylvania.com/warranty.
9. Not intended for use in dimming applications.

Specifications and Certifications

RoHS compliant
LEAD-FREE
Hg
ETL CLASSIFIED
Intertek
FC
2015 PROGRESS Report SELECTION

SYLVANIA

Specification Data

Catalog #	Type
Project	
Comments	
Prepared by	

Specifications

Energy Data

Minimum Starting Temp: -40°F

EMI/RFI: FCC Title 47 CFR, Part 15, Class B

Sound Rating: <24dBA

Input Voltage: 120-277V

Power Factor: >0.90

Input Frequency: 60Hz

THD: <20%

Input Power: 15W, 50W, 80W, 150W

Maximum Ambient Operating Temperature: 130°F

Lighting Data

Lumen Output: 1500, 5000, 8000 and 15000

Lumens per Watt: 100

Color

Correlated Color Temperature (CCT): 2700K, 3000K, 4000K, 5000K

Color Rendering Index (CRI): 82

R9: 15

Product Weight: 2.3 lbs.

Ordering Information

Item Number	Ordering Abbreviation	Nominal Wattage (W)	Lamp Base	Delivered Light Output (lm)	Color Temperature	CRI	Avg. Rated Life (hrs.)*
74464	LED/HIDR/1500/827	15	Medium (E26)	1500	2700K	82	50,000
74038	LED/HIDR/1500/830	15	Medium (E26)	1500	3000K	82	50,000
74039	LED/HIDR/1500/840	15	Medium (E26)	1500	4000K	82	50,000
74465	LED/HIDR/5000/827	50	Medium (E26)	5000	2700K	82	50,000
75156	LED/HIDR/5000/830	50	Medium (E26)	5000	3000K	82	50,000
75250	LED/HIDR/5000/840	50	Medium (E26)	5000	4000K	82	50,000
75157	LED/HIDR/5000/850	50	Medium (E26)	5000	5000K	82	50,000
74040	LED/80/HIDR/8000/830	80	Mogul (E39)	8000	3000K	82	50,000
74041	LED/80/HIDR/8000/840	80	Mogul (E39)	8000	4000K	82	50,000
75048	LED/HIDR/15000/830	135	Mogul (E39)	15000	3000K	82	50,000
75049	LED/HIDR/15000/840	135	Mogul (E39)	15000	4000K	82	50,000
75050	LED/HIDR/15000/850	135	Mogul (E39)	15000	5000K	82	50,000
Mogul Base Adaptor							
75055	LED/ADAPTOR/MOGULBASE						

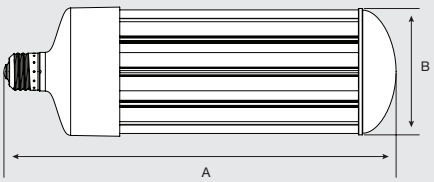
* LED lamp life is defined as the number of hours when 50% of an average group of identical lamps reached 70% of its initial lumens.

Ordering Guide

LED	/	HIDR	/	1500	/	8	30
LED		Product Name HID Replacement		Light Output 1500lm, 5000lm, 8000lm, 15000lm		CRI >80	Color Temperature 2700K, 3000K 4000K, 5000K

Lamp Dimensions

	(A) MOL inches (mm)	(B) Diameter inches (mm)
LED HIDr 5000lm	11.6 (296)	3.2 (82)
LED HIDr 1500lm	6.5 (165)	2.4 (60)
LED HIDr 8000lm	11.8 (301)	5.1 (132)
LED HIDr 15000lm	10.4 (265)	7.9 (200)



LEDVANCE LLC
200 Ballardvale Street
Wilmington, MA 01887 USA
Phone 1-800-LIGHTBULB (1-800-544-4828)
www.sylvania.com

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Specifications subject to change without notice.

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SYLVANIA

LEDVANCE Luminaires

Wall Pack Non-Cutoff

Catalog #	Type
Project	
Notes	
Date	
Prepared by	

Product Features

The Wall Pack luminaires are environmentally preferable LED alternatives to traditional HID luminaires, offering up to 77% in energy savings. Ideal in place of traditional luminaires, or as new installations, the Wall Pack series is offered in several wattages/lumen packages for illuminating building exteriors, outdoor corridors, walkways, and stairwells.

The housing is a perfect fit for replacing existing traditional luminaires. The luminaires are available with optional photo control. LEDVANCE luminaires assure optimum light engine performance for extended service and rated life (≥150,000 hours L_{70}).

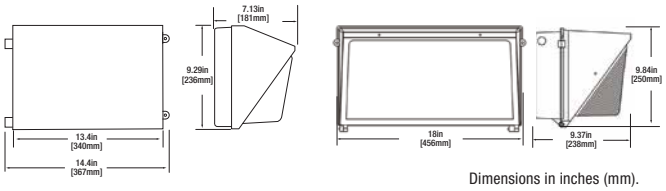
Wattage Comparison Chart

Non-Cutoff Wall Packs (UNV/347)

Traditional Source	Traditional System Wattage	LED System Wattage	Energy Savings
70W HPS	91	30 / 36 / 40	67% / 60% / 56%
100W HPS	120	30 / 36 / 40	75% / 70% / 67%
100W MH	130	30 / 36 / 40	77% / 72% / 69%
70W HPS	91	50 / 55	45% / 40%
100W HPS	120	50 / 55	58% / 54%
100W MH	130	50 / 55	62% / 58%
150W HPS	170	50 / 55	71% / 68%
150W MH	188	50 / 55	73% / 71%
175W MH	210	50 / 55	76% / 74%
175W MH	210	75 / 80	64% / 62%
250W MH	290	75 / 80	74% / 72%
250W HPS	295	75 / 80	75% / 73%
320W MH	370	105	72%
400W HPS	460	105	77%
400W MH	450	105	77%

Dimensions

Front View 30W-80W | Side View | Front View 105W | Side View



Dimensions in inches (mm).

Specifications

Weight: UNV: 13.8lbs (6.3kg) 347V: 15lbs (6.8kg) UNV (105W): 16.5lbs (6.8kg)

Construction: Two-piece cast aluminum alloy housing with powder coat paint finish and a glass lens. The standard color is bronze.

LED System: LED system with a life rating of ≥150,000 hours at L_{70} @25°C. Luminaire efficacy up to 125 LPW.

Electrical: Offered in 30, 36, 50, 75 and 105 Watts, the luminaire is designed to operate through the 120-277 VAC universal voltage range. Offered in 40, 55, and 80 Watts, the luminaire is designed to operate at the 347VAC voltage range. The LED driver has a 4kV inherent surge suppression and is a constant current device, meeting UL1310 and UL48 Class 2 with built-in over temperature protection. The power factor is ≥90% and THD is ≤20%.

Color Characteristics: CRI>70; CCT of 4000K or 5000K.

Optics: Non-cutoff distribution with a borosilicate glass lens (top visor accessory available).

Installation: Luminaire mounts to exterior wall.

Operating Temperature: -40°F to +104°F (-40°C to +40°C); EM: +32°F to +104°F (0°C to +40°C).

Listings: cULus listed to UL1598 standards for wet locations.

Warranty: Standard 5-year luminaire warranty (LEDLUM001).

Note: Specifications subject to change without notice. IES files available online.

Ordering Guide

Item Number:

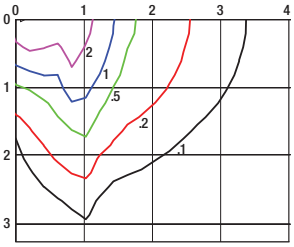
WALPAK	XX /	XXX	XXX	7	XX /	NC /	BZ /	X
Product Name	Generation	Wattage (UNV)	Voltage	7 = >70	Color Temp (CCT)	Optics	Color/Finish	Options
WALPAK	1N	030 = 30 Watts	UNV = 120-277V		40 = 4000K*	NC = Non-cutoff	BZ = Bronze	Blank = No Options
	2N	036 = 36 Watts	347 = 347V		50 = 5000K	Distribution		P = Photocontrol*
		050 = 50 Watts						E = Emergency**
		075 = 75 Watts						
		0105 = 105 Watts						
		Wattage (347V)						
		040 = 40 Watts						
		055 = 55 Watts						
		080 = 80 Watts						

* Available in UNV only
** Made to order (MTO); Available in 50W UNV only

Photometric Data (UNV/347V)

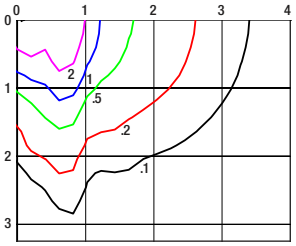
WALPAK2N/030UNV750/NC

Isofootcandle Lines at
15' Mounting Height



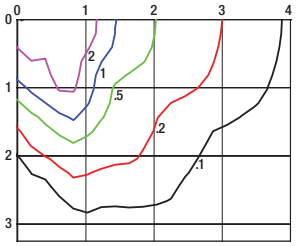
WALPAK2N/050UNV750/NC

Isofootcandle Lines at
18' Mounting Height



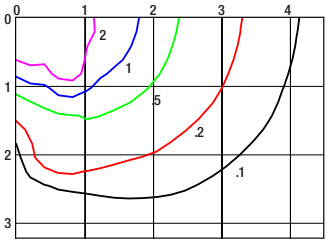
WALPAK2N/075UNV750/NC

Isofootcandle Lines at
20' Mounting Height



WALPAK3N/105UNV740/NC

Isofootcandle Lines at
25' Mounting Height



For other mounting heights apply the following multipliers:

Mounting Height	12'	15'	18'	20'	22'
Multiplier	1.56	1.00	0.69	0.56	0.46

Mounting Height	15'	18'	20'	22'	25'
Multiplier	1.44	1.00	0.81	0.67	0.52

Mounting Height	15'	18'	20'	22'	25'
Multiplier	1.78	1.23	1.00	0.83	0.64

Mounting Height	22'	25'	30'	32'	35'
Multiplier	1.29	1.00	0.69	0.61	0.51

Ordering Information

Item Number	Ordering Abbreviation	Power (W)	Input Voltage	CRI	Color Temp (CCT)	Distribution	Total Fixture Lumens	LPW*	DLC**	BUG Rating	Options
74198	WALPAK1N/036UNV740/NC/BZ	36	120-277V	>70	4000K	Type IV	3500	96	Std	B1-U4-G3	–
74201	WALPAK1N/036UNV750/NC/BZ	36	120-277V	>70	5000K	Type IV	3300	95	Std	B1-U3-G3	–
74202	WALPAK1N/050UNV750/NC/BZ	50	120-277V	>70	5000K	Type IV	5300	108	Std	B1-U4-G3	–
74200	WALPAK1N/075UNV740/NC/BZ	75	120-277V	>70	4000K	Type IV	8600	115	Std	B1-U5-G5	–
74203	WALPAK1N/075UNV750/NC/BZ	75	120-277V	>70	5000K	Type IV	8600	115	Std	B1-U5-G5	–
74216	WALPAK1N/036UNV740/NC/BZ/P	36	120-277V	>70	4000K	Type IV	3500	96	Std	B1-U4-G3	Photocontrol
74219	WALPAK1N/036UNV750/NC/BZ/P	36	120-277V	>70	5000K	Type IV	3300	95	Std	B1-U3-G3	Photocontrol
74217	WALPAK1N/050UNV740/NC/BZ/P	50	120-277V	>70	4000K	Type IV	5000	104	Std	B1-U4-G3	Photocontrol
74220	WALPAK1N/050UNV750/NC/BZ/P	50	120-277V	>70	5000K	Type IV	5300	108	Std	B1-U4-G3	Photocontrol
74218	WALPAK1N/075UNV740/NC/BZ/P	75	120-277V	>70	4000K	Type IV	8600	115	Std	B1-U5-G5	Photocontrol
74221	WALPAK1N/075UNV750/NC/BZ/P	75	120-277V	>70	5000K	Type IV	8600	115	Std	B1-U5-G5	Photocontrol
72996	WALPAK1N/040347750/NC/BZ	40	347V	>70	5000K	Type IV	4300	102	Std	B1-U4-G3	–
72997	WALPAK1N/055347750/NC/BZ	55	347V	>70	5000K	Type IV	6300	108	Std	B1-U4-G3	–
72998	WALPAK1N/080347750/NC/BZ	80	347V	>70	5000K	Type IV	9400	120	Std	B1-U5-G5	–
74499	WALPAK1N/050UNV840/NC/BZ/E (MTO)	50	120-277V	>70	4000K	Type IV	5000	104	Std	B1-U4-G3	Emergency Battery Backup
74500	WALPAK1N/050UNV850/NC/BZ/E (MTO)	50	120-277V	>70	5000K	Type IV	5300	108	Std	B1-U4-G3	Emergency Battery Backup
74386	WALPAK2N/030UNV740/NC/BZ	30	120-277V	>70	4000K	Type IV	3400	122	Prm	B1-U4-G3	–
74482	WALPAK2N/030UNV750/NC/BZ	30	120-277V	>70	5000K	Type IV	3500	125	Prm	B1-U3-G3	–
74485	WALPAK2N/050UNV740/NC/BZ	50	120-277V	>70	4000K	Type IV	5500	113	Std	B1-U4-G3	–
74486	WALPAK2N/050UNV750/NC/BZ	50	120-277V	>70	5000K	Type IV	5600	116	Std	B1-U4-G3	–
74489	WALPAK2N/075UNV740/NC/BZ	75	120-277V	>70	4000K	Type IV	8900	118	Std	B1-U5-G5	–
74490	WALPAK2N/075UNV750/NC/BZ	75	120-277V	>70	5000K	Type IV	9200	121	Std	B1-U5-G5	–
74387	WALPAK2N/030UNV740/NC/BZ/P	30	120-277V	>70	4000K	Type IV	3400	122	Prm	B1-U4-G3	Photocontrol
74483	WALPAK2N/030UNV750/NC/BZ/P	30	120-277V	>70	5000K	Type IV	3500	125	Prm	B1-U3-G3	Photocontrol
74487	WALPAK2N/050UNV740/NC/BZ/P	50	120-277V	>70	4000K	Type IV	5500	113	Std	B1-U4-G3	Photocontrol
74488	WALPAK2N/050UNV750/NC/BZ/P	50	120-277V	>70	5000K	Type IV	5600	116	Std	B1-U4-G3	Photocontrol
74491	WALPAK2N/075UNV740/NC/BZ/P	75	120-277V	>70	4000K	Type IV	8900	118	Std	B1-U5-G5	Photocontrol
74492	WALPAK2N/075UNV750/NC/BZ/P	75	120-277V	>70	5000K	Type IV	9200	121	Std	B1-U5-G5	Photocontrol
74528	WALPAK3N/105UNV740/NC/BZ	105	120-277V	>70	4000K	Type IV	12500	119	Std	B3-U4-G4	–
74529	WALPAK3N/105UNV750/NC/BZ	105	120-277V	>70	5000K	Type IV	12500	119	Std	B3-U4-G4	–

*LPW per LM79 report.
**Prm for DLC Premium; Std for DLC Standard
For further information and to learn more about utility rebates, contact your local SYLVANIA sales representative.

Options Information

Emergency Battery Backup:

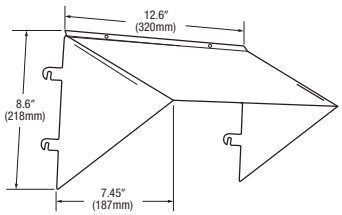
Activates when normal power supply to fixture fails, providing a minimum of 500 lumens for at least 90 minutes.

Accessories and Replacement Parts

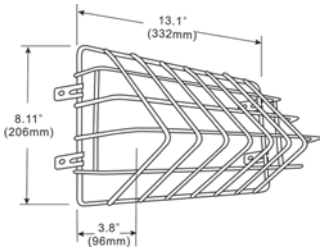
30W-80W

Item Number	Ordering Abbreviation	Item Description
74390	WALPAK1N/TOPVISOR/BZ	Top Visor, Bronze Finish
74391	WALPAK1N/WIREGUARD	Wire Guard
74397	WALPAK1N/LENS/BZ	Replacement Glass Lens with Frame
74445	WALPAK1N/PCLENS/BZ	Polycarbonate Lens with Frame

Top Visor



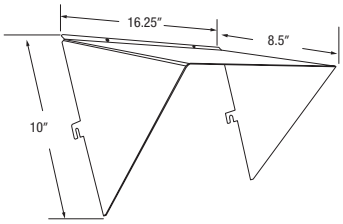
Wire Guard



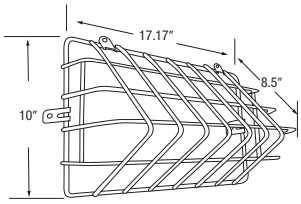
150W

Item Number	Ordering Abbreviation	Item Description
xxxxx	WALPAK3N/TOPVISOR/BZ	Top Visor, Bronze Finish
xxxxx	WALPAK3N/WIREGUARD	Wire Guard

Top Visor



Wire Guard



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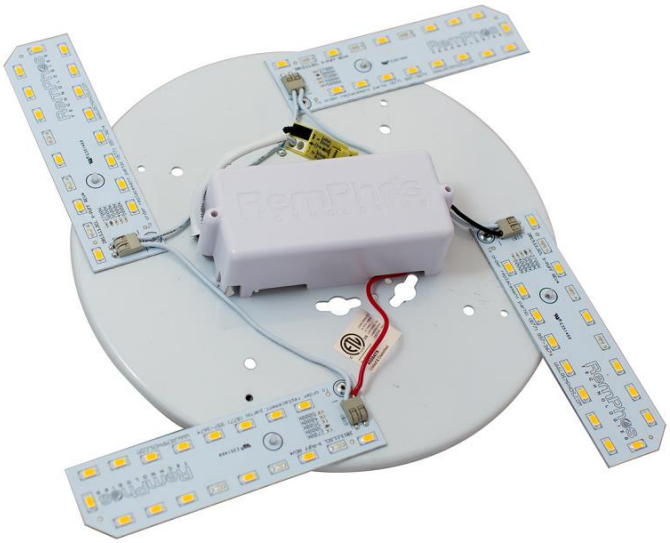
CSD ENERGY STAR® | ETL DAMP | FC | 5 YEAR WARRANTY | RoHS

>110 LPW



The next generation of energy efficient **LED Drum Fixture Module**

RemPhos LEDCR™

This is the solution you have been waiting for. The LEDCR Drum Module *by RemPhos Technologies* can be used by fixture OEMs or as an in-the-field retrofit. The LED system offers an economical alternative to upgrade to long lasting LED lighting, while retaining the simple clean look of virtually any standard circular ceiling mount drum fixture. The LEDCR module is both an ETL 1598 Listed luminaire and ETL 1598C Classified Retrofit Kit featuring a unique LED array and driver. The module caries the Energy Star® CSD (Certified Subcomponent Database) Listing, making an easy path for OEM's to receive Energy Star® listing on their luminaires. The LEDCR mounts easily with no drilling to any style fixture. The LEDCR features a patent-pending design which allows the 4 LED arrays to expand in order to fit fixtures of different diameters. The LED module is available with multiple outputs and color temperatures.

For the Lighting Fixture OEM:

No need to send your fixtures to UL for re-certification. You can simply install this kit at the factory, it already has UL1598 approval.

For the Electrician/ESCO:

Meets UL and NEC standards to retrofit existing fixture in the field.

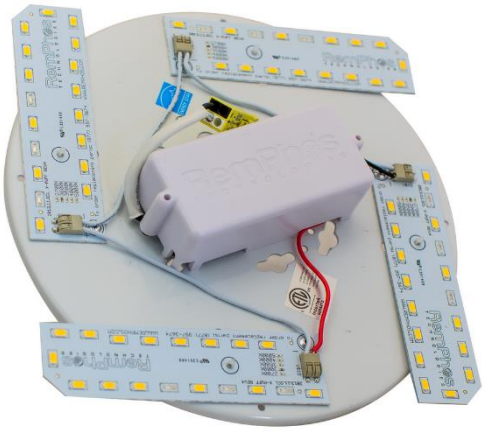
All the benefits of a quality LED retrofit:

- 900-3000lm outputs available
- Long life (L70=50,000hrs)
- Reduced maintenance costs
- Available in 2700K-5000K, >80 CRI
- ETL, FCC, RoHs

Plus the unique benefits of the LEDCR:

- Unique flexible design to fit almost any fixture
- Screw-less/drill-less installation
- Superior optics means perfect light distribution
- Environmentally friendly manufacturing process
- Designed in the USA

LEDCR®



DATE
JOB NAME
TYPE

Features	Applications
• >110 LPW	• Hotels
• Retrofit	• Dormitories
• UL Listed LED Luminaire	• Low income housing
	• Office buildings

Manufacturer	Details	Lumens	Color Temperature/CRI	Options
RPT	LEDCR			
		900lm = 7W	2700K*	OCC = high/low motion sensor
		1600lm = 12W	3000K	10VDIM = 0-10V dimmable
		2200lm = 18W	3500K*	EMG = emergency battery backup
		3000lm = 27W*	4000K	
			5000K*	

BI - LEVEL DIMMING

Ordering Example: RPT-LEDCR-1600LM-4000K-OCC

*Special Order

Details

Application Features: Easily install into almost any circular ceiling fixture with this high efficiency LED kit. We designed this system with the installer in mind; we made it as easy as possible for a quick install! Innovative design allows it to fit most fixture diameters. Extremely high efficacy at over 130LPW.

Construction: Powder-coated white stamped chassis, LED boards are riveted in place and can swing out.

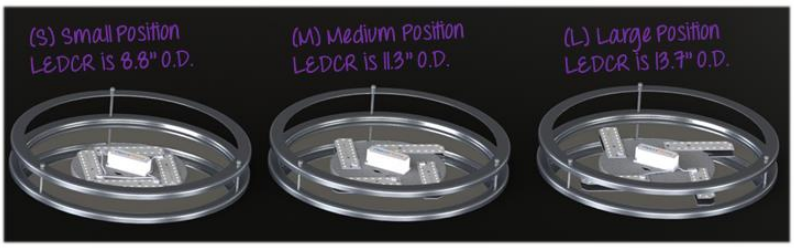
Electrical: 92% efficient UL Recognized internal driver, LM80 LEDs

Optics: Patent-pending optical system delivers perfectly uniform light to the fixture.

Approvals: ETL Listed to UL1598 as an LED Luminaire and UL1598C Classified Retrofit Kit. Energy Star® CSD.

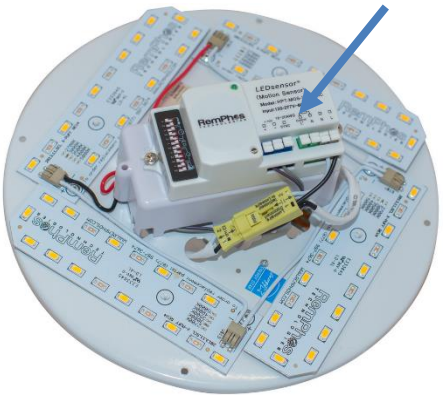
Manufactured: China – 5 Year Warranty

Unique LED arrays expand to fit fixture perfectly!



US and Foreign Patents Pending

Optional Microwave high/low motion sensor:



Designed by US.
Made by US.

LEHB LED High Bay Series

Top Mount Box Option

The LEHB Series is the perfect lighting solution for a wide variety of applications. LED technology allows power and light levels to be customized to meet both energy and design needs.

APPLICATIONS

- Warehouse
- Distribution Centers
- Food Processing Plants
- Retail
- Industrial
- Commercial

SPECIFICATIONS

- Die formed 24 gauge cold rolled steel body
- Post painted with high gloss baked white matte powder coat
- Frosted diffuser
- Mounting: Chain or Cable Mount Ready (V- Hooks Included) Cord and plug options offered

FEATURES

- Low maintenance
- Energy efficient
- Wireguard, top mount and no vents are optional
- Sensors can be integrated for additional energy savings
- Emergency battery back-up optional
- Dimming optional
- UL Listed and DLC Premium Listed

TECHNICAL INFORMATION

- Light Source: LED Board
- Power Source: LED High Efficiency Power Supply
- Voltage: Universal 120 to 277
- 50°C Ambient Temperature Rating
- CCT: 40K, 50K & 57K
- CRI: 85+
- Driver capable of 0-10V dimming
- Dimensions:
  (68WT, 90WT, 95WT & 110WT) D 3.62" x L 23.8" x W 12.6"
  (135WT, 140WT & 162WT) D 3.62" x L 23.8" x W 17.3"
  (178WT, 180WT & 223WT) D 3.62" x L 45.9" x W 12.6"
  (265WT) D 3.62" x L 45.9" x W 17.3"

FSC Lighting
9120 Center Avenue | Rancho Cucamonga CA 91730
Ph 909-948-8878 Fax 909-948-8510

LEHB LED High Bay Series

CATALOG ORDERING EXAMPLE: **LEHB-22-135W-40K**

LEHB			

FAMILY TYPE	LENGTH IN FEET/ WATTAGE	COLOR TEMPERATURE	OPTIONS
LEHB	22 - 68W (1 x 2 Foot, 63 Watt/ 8,296 lms)*	40K (4000 Kelvin Temp)	OS (Occupancy Sensor)
	22 - 90W (1 x 2 Foot, 89 Watt/ 11,654 lms)*	50K (5000 Kelvin Temp)	OSD (Occupancy Sensor w/ Daylight)
	22 - 95W (1 x 2 Foot, 91 Watt/ 11,971 lms)	57K (5700 Kelvin Temp)	PRGOS-LS (Sensorswitch LSXR-ADC-3v Occ Sensor w/ Dimming Photocell)
	22 - 110W (1 x 2 Foot, 105 Watt/ 13,680 lms)*		PRGOS-LO (IRTEC LOD509 Bi-Level Occ Sensor w/ Photocell)
	22 - 135W (1.5 x 2 Foot, 132 Watt/ 17,110 lms)*		PRGOS-LR (IRTEC LRD509 Programmable Occ Sensor w/ Remote Control)
	22 - 140W (1.5 x 2 Foot, 137 Watt/ 17,869 lms)		EMR (Emergency Battery)
	22 - 162W (1.5 x 2 Foot, 159 Watt/ 21,222 lms)		480SD (480 Step-Down)
	24 - 178W (1 x 4 Foot, 177 Watt/ 21,976 lms)*		PLG (6' SJT Cord & Plug)
	24 - 180W (1 x 4 Foot, 180 Watt/ 23,749 lms)		10GL (10' Loop w/ Gripple Hanging Kit)
	24- 223W (1 x 4 Foot, 209 Watt/ 27,023 lms)		TMB (Top Mount Box)
	24 - 265W (1.5 x 4 Foot, 265 Watt/ 34,700 lms)*		NV (No Vents)
			WG (Wireguard)

***Quick Ship- Stocked Items.**

Specifications and Dimensions subject to change without notice. Contact factory for updates. (909) 948-8878

SAFETY WARNING

FOR YOUR SAFETY, READ AND FOLLOW ALL INSTRUCTIONS TO PREVENT ELECTRIC SHOCK OR FIRE

- **INSTALLATION REQUIRES KNOWLEDGE OF LIGHTING LUMINAIRE ELECTRICAL SYSTEMS**
  Contact qualified electrician prior to installation.
- **DISCONNET POWER BEFORE INSTALLATION**
- **DO NOT ALTER PRE-EXISTING HOLES OR DRILL NEW HOLES**
- **CHECK FOR INCLOSED WIRING COMPONENTS PRIOR TO DRILLING**
  Luminaire wiring, ballasts, power supplies or other electrical parts may be damaged.
- **USE ONLY ON COMPATIBLE LUMINAIRES**
  Installation requires specific dimensions and construction features.
- **PROTECT WIRING FROM ABRASION**
  Do not expose wiring to sharp objects or edges of sheet metal.

INSTALLATION INSTRUCTIONS

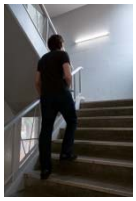
1. Disconnect Power to the circuit supplying power to the fixture
2. Removed the existing lamps and fixture
3. Disassemble new fixture to allow access to the LED Driver
4. Run existing power supply wires into fixture through fixture knock-out or end plug on fixture
5. Mount the fixture to surface, or hang fixture with appropriate fixture mounting hardware or install fixture in T-bar Ceiling *(Be sure to follow local building codes for the appropriate fixture installation methods.)*
6. Connect power supply wires to supplied wire disconnect to provide power to fixture
7. Re-assemble fixture
8. Re-connect power and check installation

Revised 4/20/17

Type:
Project:

MOTUS – Dual Sensor Linear LED Strip

Ra83



IR Remote Shown

Specification:

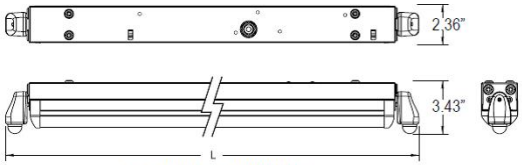
- Length: 2ft / 4ft
- Input Voltage: 120 ~ 277V
- PF: ≥ 0.9
- THD: < 20%
- CCT: 4000K & 5000K
- Operating Temp: -20 ~ 40°C
- Time delay is default at 5 minutes and is adjustable using optional remote
- Sensor range may field adjustable to 20ft, 30ft or 40ft via IR remote

Applications:

- Corridor
- Stairwell
- Hallway
- Storage Room

Features:

- Anti-Rust Coating
- Bi-Level Dimming
  Full-On/Standby: 100%/30%
- Adjustable Time Delay and Range Sensitivity via IR Remote
- High Efficiency
- Dual 360°/26ft Detection Zone Passive Infrared Sensor
- 5 Year Warranty
- Optional Emergency Battery Backup 450 lm for 90+ mins



2-feet: 26.69" (L) x 2.36" (W) x 3.43"(H)
4-feet: 50.35" (L) x 2.36" (W) x 3.43"(H)

Lumen Package:

Form Factor	Lumen	Watts	LPW
2ft	1597	13	122
4ft	3255	27.5	118

Series	-	Length-Watts	-	CRI-CCT	-	Dual-OS	-	EMR	-	Accessories
MOTUS	-		-				-		-	
		2-13WT		8-40K		D-OS		EMR		Cord & Plug
		4-26WT		8-50K						IR-Remote

Mirus Lighting, Inc.
9120 Center Ave, Rancho Cucamonga, CA 91730
Tel: 1-800-255-8990 E-mail: sales@miruslighting.com

An Affiliate Company

LEDCR G2 + LEDSR G2 LED RETROFIT KIT | FLEXWATT + FLEXCOLOR + FLEXCONTROL

PRO
BASE

retrofitting with flexibility

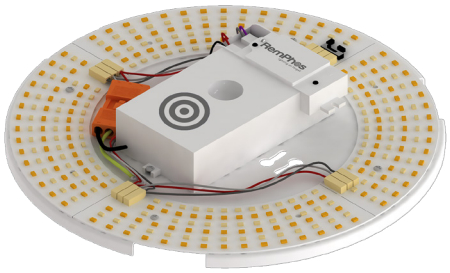
5 STYLES. 4 LUMEN PACKAGES. 3 COLOR TEMPERATURES. 2 CONTROL OPTIONS.
1 PERFECT SOLUTION FOR ALL YOUR RETROFITS.

flexCOLOR

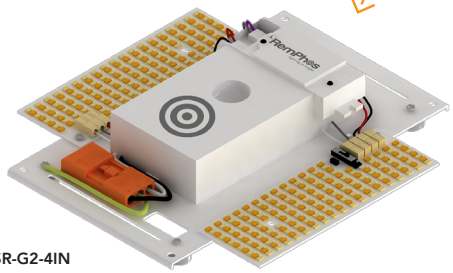
- 3000˚K NEUTRAL WHITE
- 3500˚K NEUTRAL WHITE
- 4000˚K NEUTRAL WHITE

flexWATT

LEDCR	6W	10W	16W	22W
LEDSR	6W	9W	12W	15W



LEDCR-G2-9IN



LEDSR-G2-4IN

flexCONTROL

ADJUSTS LIGHT LEVEL FOR OCCUPANCY AND DAYLIGHT

EASY TO COMMISSION WITH REMOTE CONTROL

ALL STYLES SHOWN ON PAGE 4

12 RETROFIT KITS IN 1 WITH FLEXWATT™ & FLEXCOLOR™ TECHNOLOGY

- Eliminate ordering and stocking multiple wattages and color temperatures. Product offers 12 SKUs in 1 unit which can easily be configured to 4 different wattage packages and 3 different CCTs.
- Product ships at a default color temp (K) and wattage setting (install as is, or tailor the settings to fit your needs at your facility or on the job site)
- Save on labor costs by having us factory pre-set the wattage and color temperature to fit your project needs.

UL 1598C LISTED RETROFIT KIT

- Can in-field retrofit existing fixtures or be used as a light engine by OEMs to build your own fixtures.

FUTURE PROOF YOUR LIGHTING

- User replaceable and upgradeable light engine.

SUITABLE FOR DRY & DAMP LOCATIONS

FLEXCONTROL™ TECHNOLOGY

- Order control ready or basic control (integrated high/low and daylight sensor) or LG advanced control.
- Vandal Resistant Sensors are completely adjustable and hidden behind the fixture lens.
- Adjustable via remote for sensitivity, duration of time at high light level before dimming to low, duration of time at low light level before dimming to off (factory default is to disable), daylight hold-off, and the dimmed light level.

ADAPTABLE MOUNTING

- Integrated rare-earth magnets for easy placement.
- Cut-out in center of driver allows for threaded rods.
- Flexible wiring options accommodates various wiring configurations.
- Multiple holes for self-tapping screws.

10 YEAR WARRANTY, L70 >100,000HRS

OPTIONAL EMERGENCY BATTERY BACKUP

10 YEAR WARRANTY

UL 1598C LISTED RETROFIT

RoHS Compliant

120-277V — VOLTAGE

0-10V DIM — DIMMING

130-150 LPW — EFFICACY

-20°C TO 60°C — OPERATING TEMP

<15% THD, >0.9 — PWR FACTOR/ THD

80+ — CRI

120° — BEAM ANGLE

L70 >100,000 — RATED LIFE

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lighting on target

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LEDCR G2 + LEDSR G2 LED RETROFIT KIT | FLEXWATT + FLEXCOLOR + FLEXCONTROL

PRO
BASE

PART NUMBER BUILDER

MFR	FAMILY	PRODUCT	GEN	SIZE	LUMEN CODE	COLOR	FUNCTION	OPTIONS	BAA
RPT	P		G2				FWFC		
		LEDCR LEDSR		9IN 4IN 9IN 14INE 14INM	8L, 14L, 23L, 31L 8L, 14L, 17L, 21L 8L, 14L, 17L, 21L 8L, 14L, 17L, 21L 8L, 14L, 17L, 21L	830=3000K/85CRI 835=3500K/85CRI 840=4000K/85CRI	FWFC= FlexWatt + FlexColor	OCC=high/low motion sensor EMG=120min emergency battery backup LG=LG dongle LGS=LG dongle + sensor 120LVD=120V line voltage dimmimg 277LVD=277V line voltage dimmimg	BLANK=NON-BAA BAA=BAA Section 1605 Compliant

ORDERING EXAMPLE

RPT-P-LEDCR-G2-9IN-14L-830-FWFC
RPT-P-LEDSR-G2-4IN-8L-830-FWFC

Default lumen package (wattage and CCT) are shown below in bold. There are two ways to achieve a non-default lumen package and/or CCT:
1. You can easily adjust in field via our FlexWatt and FlexColor internal switches. **2**. Have us adjust the FlexWatt and FlexColor at the factory for an additional charge.

ORDERING GUIDE

	CASE QTY	QUICK SHIP	REMPHOS PART #	QUICK SHIP UPC CODE	LUMEN OUTPUT (LM)	WATTAGE (W)	LPW	CCT (K)	WARRANTY (YRS)
LEDCR	20		RPT-P-LEDCR-G2-9IN-8L-830-FWFC		780	6	130	3000	10
	20		RPT-P-LEDCR-G2-9IN-8L-835-FWFC		780	6	130	3500	10
	20		RPT-P-LEDCR-G2-9IN-8L-840-FWFC		816	6	136	4000	10
	20		RPT-P-LEDCR-G2-9IN-14L-830-FWFC		1370	10	137	3000	10
	20		RPT-P-LEDCR-G2-9IN-14L-835-FWFC		1440	10	144	3500	10
	20	●	**RPT-P-LEDCR-G2-9IN-14L-840-FWFC**	**844006010676**	**1370**	**10**	**137**	**4000**	**10**
	20	●	**RPT-P-LEDCR-G2-9IN-14L-840-FWFC-OCC**	**844006010683**	**1370**	**10**	**137**	**4000**	**10**
	20		RPT-P-LEDCR-G2-9IN-23L-830-FWFC		2256	16	141	3000	10
	20		RPT-P-LEDCR-G2-9IN-23L-835-FWFC		2240	16	140	3500	10
	20		RPT-P-LEDCR-G2-9IN-23L-840-FWFC		2352	16	147	4000	10
	20		RPT-P-LEDCR-G2-9IN-31L-830-FWFC		2970	22	135	3000	10
	20		RPT-P-LEDCR-G2-9IN-31L-835-FWFC		3080	22	140	3500	10
	20		RPT-P-LEDCR-G2-9IN-31L-840-FWFC		3124	22	142	4000	10
LEDSR	20		RPT-P-LEDSR-G2-XIN-8L-830-FWFC		780	6	130	3000	10
	20		RPT-P-LEDSR-G2-XIN-8L-835-FWFC		780	6	130	3500	10
	20	●	**RPT-P-LEDSR-G2-4IN-8L-840-FWFC**	**844006010690**	**816**	**6**	**136**	**4000**	**10**
	20	●	**RPT-P-LEDSR-G2-4IN-8L-840-FWFC-OCC**	**844006010706**	**816**	**6**	**136**	**4000**	**10**
	20	●	**RPT-P-LEDSR-G2-9IN-8L-840-FWFC**	**844006010713**	**816**	**6**	**136**	**4000**	**10**
	20	●	**RPT-P-LEDSR-G2-9IN-8L-840-FWFC-OCC**	**844006010720**	**816**	**6**	**136**	**4000**	**10**
	20	●	**RPT-P-LEDSR-G2-14INE-8L-840-FWFC**	**844006010737**	**816**	**6**	**136**	**4000**	**10**
	20	●	**RPT-P-LEDSR-G2-14INE-8L-840-FWFC-OCC**	**844006010744**	**816**	**6**	**136**	**4000**	**10**
	20	●	**RPT-P-LEDSR-G2-14INM-8L-840-FWFC**	**844006010751**	**816**	**6**	**136**	**4000**	**10**
	20	●	**RPT-P-LEDSR-G2-14INM-8L-840-FWFC-OCC**	**844006010768**	**816**	**6**	**136**	**4000**	**10**
	20		RPT-P-LEDSR-G2-XIN-14L-830-FWFC		1370	10	137	3000	10
	20		RPT-P-LEDSR-G2-XIN-14L-835-FWFC		1440	10	144	3500	10
	20		RPT-P-LEDSR-G2-XIN-14L-840-FWFC		1370	10	137	4000	10
	20		RPT-P-LEDSR-G2-XIN-17L-830-FWFC		1692	12	141	3000	10
	20		RPT-P-LEDSR-G2-XIN-17L-835-FWFC		1680	12	140	3500	10
	20		RPT-P-LEDSR-G2-XIN-17L-840-FWFC		1764	12	147	4000	10
	20		RPT-P-LEDSR-G2-XIN-21L-830-FWFC		2025	15	135	3000	10
	20		RPT-P-LEDSR-G2-XIN-21L-835-FWFC		2100	15	140	3500	10
	20		RPT-P-LEDSR-G2-XIN-21L-840-FWFC		2130	15	142	4000	10

X = 4IN, 9IN, 14INE, or 14INM

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LEDCR G2 + LEDSR G2 LED RETROFIT KIT | FLEXWATT + FLEXCOLOR + FLEXCONTROL

PRO
BASE

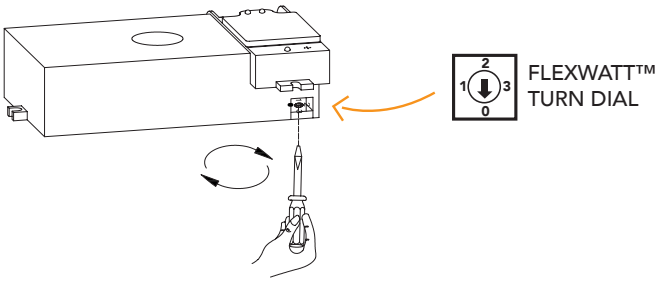
flexWATT

HOW DOES IT WORK?
Our exclusive LED driver is designed to operate at 90%+ efficiency at each wattage setting. Standard drivers would have much lower efficiency as low as 60% and would result in poor performance and reduced efficacy.

WHAT ARE THE WATTAGE CHOICES?
Please reference this table and the ordering guide on the last page of the cut sheet.

FLEXWATT TURN DIAL POSITION				
STYLE	0	1	2	3
LEDCR	6W (8L)	10W (14L)	16W (23L)	22W (31L)
LEDSR	6W (8L)	10W (14L)	12W (17L)	15W (21L)

HOW EASY IS IT TO SET?
Simply slide off the driver door, adjust the 4-position turn dial with a small, flat-head screw driver, and replace the door. Quick and easy. Can be "locked-out" to prevent field-adjustability if desired.



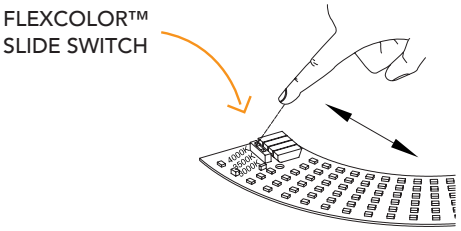
flexCOLOR

HOW DOES IT WORK?
We select the highest efficacy, multiple color LED diodes from quality suppliers, and mount them on the same circuit board. A proprietary LED binning process ensures color consistency between fixtures. The FlexColor technology controller ensures the correct color is selected, every time.

WHAT ARE THE COLOR CHOICES?
3000k, 3500k and 4000k. Please reference this table and the ordering guide on the last page of the cut sheet.

FLEXCOLOR SLIDE SWITCH POSITION		
TOP	MIDDLE	BOTTOM
3000K	3500K	4000K

HOW EASY IS IT TO SET?
Adjust the 3-position slide switch with your finger. Quick and easy. Can be "locked-out" to prevent field-adjustability if desired.



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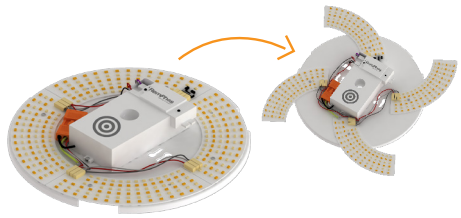
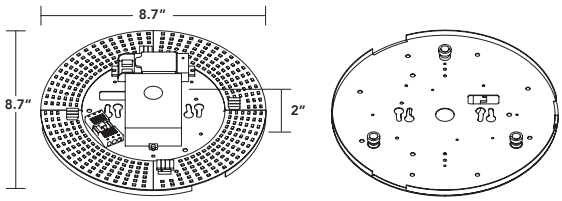
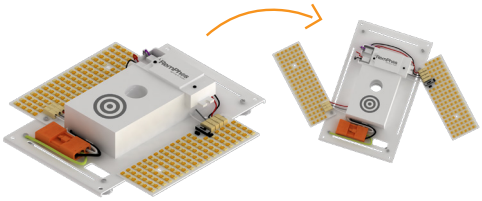
LEDCR G2 + LEDSR G2 LED RETROFIT KIT | FLEXWATT + FLEXCOLOR + FLEXCONTROL

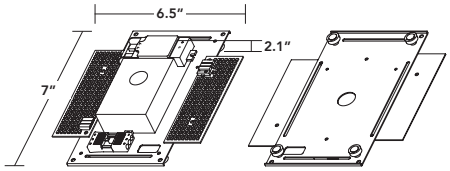
PRO
BASE



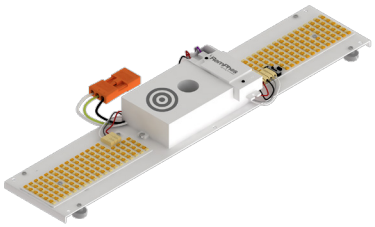


LEDCR-G2-9IN (EXPANDABLE LED BOARDS)

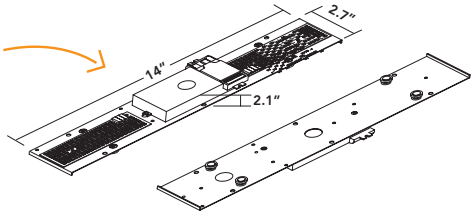




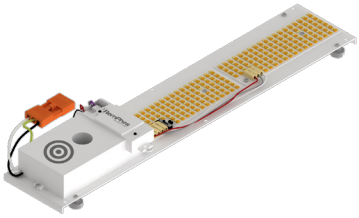
LEDSR-G2-4IN (EXPANDABLE LED BOARDS)



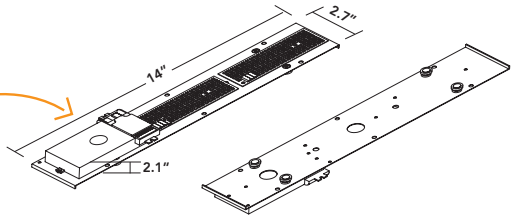
driver located in middle



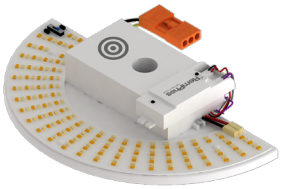
LEDSR-G2-14INM (FIXED LED BOARDS)

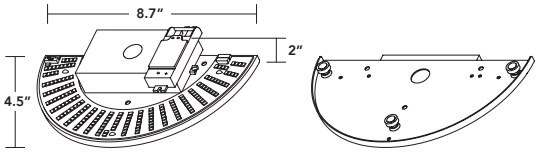


driver located at end



LEDSR-G2-14INE (FIXED LED BOARDS)





LEDSR-G2-9IN (FIXED LED BOARDS)

RETROFIT THESE FIXTURES & MORE

SURFACE MOUNTS

VANITIES/LINEARS

WALL MOUNTS

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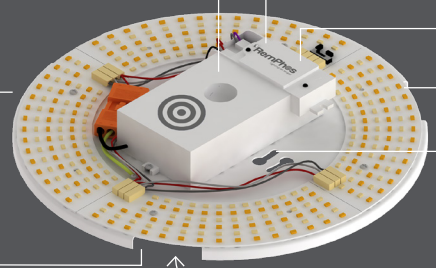
PRO
BASE



CUT-OUT IN CENTER OF DRIVER ALLOWS FOR THREADED RODS

OPTIONAL INTEGRATED HIGH/LOW MOTION AND DAY-LIGHT SENSOR. COMPLETELY ADJUSTABLE AND HIDDEN BEHIND THE FIXTURE LENS

5VA DRIVER HOUSING. MEETS UL1598C REGULATIONS

INCOMING POWER QUICK DISCONNECT LOCATED ON TOP OF CHASSIS FOR EASY AND SAFE WIRING. CLIP HOLDS DISCONNECT AND WIRING NEATLY IN PLACE.

CURVED LED BOARDS CAN EXPAND TO FIT SMALL TO LARGE FIXTURES

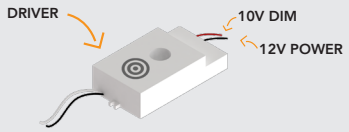
KEYHOLE SLOTS AND MULTIPLE HOLES FOR FLEXIBLE MOUNTING OPTIONS

MULTIPLE CHASSIS CUT-OUTS FOR FLEX-IBLE WIRING OPTIONS

STRONG RARE EARTH MAGNETS FOR EASY INSTALLATION

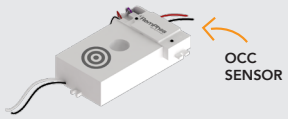
CONTROL OPTIONS

CONTROL READY



All LEDCR/SR models come standard as factory enabled to add controls at the factory, in the field or at a later date. Driver comes with 10V dimming and 12V DC power wiring.

BASIC CONTROL



Integrated high frequency, high/low motion and daylight sensor. Can be mounted behind glass or plastic lens. Purchase optional remote control to adjust settings.

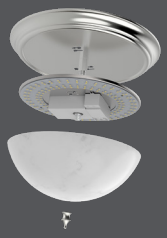
ORDERING CODES
SENSOR = OCC / RC = HNSIII REMOTE

LG SENSOR CONNECT

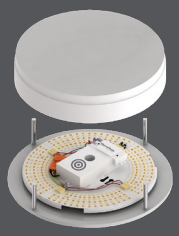
LG's intelligent wireless lighting control system. ZigBee technology. Occupancy sensing, daylight harvesting, grouping, scheduling, high-end trim and more. Adjust settings via Android app.

ORDERING CODE = LG or LGS

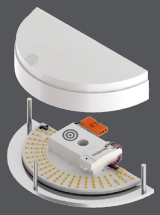
EASILY RETROFIT THESE FIXTURE STYLES, AND MORE!



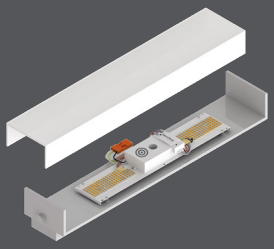
LEDCR-G2-9IN/SURFACE MOUNT



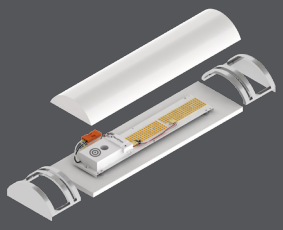
LEDCR-G2-9IN/SURFACE MOUNT



LEDSR-G2-9IN/SCONCE



LEDSR-G2-14INM/VANITY + LINEAR



LEDSR-G2-14INE/VANITY + LINEAR

LEDSR-G2-4IN/SCONCE

RemPhos by Light Efficient Design
lighting on target

FOR LIGHT EFFICIENT DESIGN PRODUCT INFO CALL Light Efficient Design • 188 S. Northwest Highway • Cary, IL 60013 • 847.380.3540 • led-llc.com
FOR REMPHOS PRODUCT INFO CALL RemPhos by Light Efficient Design • 30 Log Bridge Road, Building 200 • Middleton, MA 01949 • 877.997.3674 • remphos.com

06.04.18 Information is subject to change without notice.

ULTRA RT6 HO LED

Recessed Downlight Kit

SYLVANIA ULTRA RT6 HO is a universal input voltage 5" and 6" compatible LED recessed downlight kit that creates high performing white light and is optimized for new construction and retrofit applications utilizing pin based compact fluorescent lamps. Installation is done quickly and easily in most standard six-inch frames.

The RT6 HO downlight is offered in 700 lumen, 900 lumen and 1500 lumen options and achieves up to 88 lumens per watt.

The RT6 HO is designed to deliver light output comparable to traditional 1x13W, 1x18W, 1x26W and 2x26W pin based compact fluorescent luminaires.

Key Features & Benefits

- 120-277 universal input voltage
- Lumen package:
  - 700 lumens @ 8 watts (line voltage dimmable)
  - 900 lumens @ 13 watts (0-10V Dimmable)
  - 1500 lumens @ 17 watts (0-10V Dimmable)
- Replacement for 13W, 18W, 26W and 32W CFL pin based lamps
- Fits in standard 5" and 6" CFL mounting frame
- CCT: 2700K, 3000K, 3500K & 4000K
- CRI of >80
- 50,000 hour life (L_{70})
- Suitable for dry, damp and wet indoor or outdoor locations
- UL1598 Listed and Classified for stand-alone and retrofit applications
- Reduces energy consumption up to 34%
- Lasts up to 4 times longer than compact fluorescent lamps
- No warm-up time, instant-on with full light output and stable lamp to lamp color
- Integrated white trim and metal conduit adaptor (included) for direct replacement
- Suitable for use in 8" applications using optional trim extender accessory

Product Offering

Ordering Abbreviation	Wattage	CCT
LED/RT5/6/HO/700	8	2700K, 3000K, 3500K, 4000K
LED/RT5/6/HO/900	13	2700K, 3000K, 3500K, 4000K
LED/RT6/HO/1500	17	3000K, 3500K, 4000K

Application Information

Application Notes

1. Operating temperature range between -4°F and +104°F (-20°C and +40°C).
2. Suitable for dry, damp or wet indoor or outdoor locations.
3. Compatible with Philips Bodine ELI-S-20 Emergency Lighting Micro Inverter.
4. Designed to install in standard 6" CFL mounting frame. For a list of compatible housings, please refer to www.sylvania.com/RT6.
5. For detailed warranty information, please see www.sylvania.com/RT6.
6. The RT5/6HO 700 lumen is compatible with 120V Phase cut dimmers and 277V Leviton Dimmer model IPX06-70Z .
7. The RT5/6 HO 900 lumen is compatible with Leviton 0-10V dimmer model IP710-DL.
8. For installation in non-insulated ceilings: If insulation is present, it may be placed around the retrofit kit as long as a three-inch space is maintained around the kit.
9. Installation performed as a stand-alone kit (without frame) is recommended for hard ceiling. Installation of a recessed incandescent frame (such as Lightolier model 1102P1) is recommended for tiled ceiling application for proper support of the retrofit kit.

Specifications and Certifications

Specification Data

Catalog #	Type
Project	
Comments	
Prepared by	

Specifications

Energy Data

Minimum Starting Temp: -20°C (-4°F)

EMI/RFI: RT6/HO 1500 lumen: FCC Title 47 CFR, Part 15, Class B
RT6/HO 900 lumen: FCC Title 47 CFR, Part 15, Class A

Sound Rating: <24dBA

Input Voltage: 120-277V

Power Factor: >0.90

Input Frequency: 60Hz

THD: <20%

Maximum Ambient Operating Temperature (Non-Insulated Ceiling): 40°C (104°F)

Lighting Data

Lumen Output: 700, 900 and 1500

Lumens per Watt: >69 LPW

Color

Correlated Color Temperature (CCT): 2700K, 3000K, 3500K, 4000K

Color Rendering Index (CRI): >80

Ordering Information

Item Number	Ordering Abbreviation	Recessed Housing	Replaced CFL Wattage	Nominal Wattage (W)	Delivered Light Output (lm)	Color Temperature	Avg. Rated Life (hrs)*	Packaging Configuration	Dimmable
75228	LED/RT/5/6/HO/700/827	5" and 6"	13W	8	700	2700K	50,000	4/case	YES
75229	LED/RT/5/6/HO/700/830	5" and 6"	13W	8	700	3000K	50,000	4/case	YES
75230	LED/RT/5/6/HO/700/835	5" and 6"	13W	8	700	3500K	50,000	4/case	YES
75231	LED/RT/5/6/HO/700/840	5" and 6"	13W	8	700	4000K	50,000	4/case	YES
75137	LED/RT5/6/HO/900/827	5" and 6"	18W	13	900	2700K	50,000	4/case	YES
75138	LED/RT5/6/HO/900/830	5" and 6"	18W	13	900	3000K	50,000	4/case	YES
75140	LED/RT5/6/HO/900/835	5" and 6"	18W	13	900	3500K	50,000	4/case	YES
75139	LED/RT5/6/HO/900/840	5" and 6"	18W	13	900	4000K	50,000	4/case	YES
72528	LED/RT6/1500/HO/830	5" and 6"	26W & 32W	17	1500	3000K	50,000	4/case	YES
72529	LED/RT6/1500/HO/835	5" and 6"	26W & 32W	17	1500	3500K	50,000	4/case	YES
72530	LED/RT6/1500/HO/840	5" and 6"	26W & 32W	17	1500	4000K	50,000	4/case	YES

* LED lamp life is defined as the number of hours when 50% of an average group of identical lamps reached 70% of its initial lumens.

Ordering Guide

LED	/	RT6	/	1500	/	HO	/	8	30
LED		Product Name RT6 5/6 = fits 5" and 6" frames		Light Output 1500lm 900lm		High Output		CRI >80	Color Temperature 2700K, 3000K, 3500K, 4000K

Energy Savings

Basic Product Description	LED Lumens	LED Life	Traditional Lamp Types	Lumens	Life	Watts Saved With RT6	RT6 Energy Savings*	RT6 Life Benefit
RT5/6 HO 8W	700	50,000	13W CFL DD, DT	800	16,000	5	$27	3X
RT5/6 HO 13W	900	50,000	18W CFL DD, DT	1200	16,000	5	$27	3X
RT6/HO 17W	1500	50,000	26W CFL DD, DT	1800	16,000	9	$49	3X
RT6/HO 17W	1500	50,000	32W CFL DD, DT	2400	16,000	15	$82	3X

* Based on $0.11/kWh over 50,000 hours life.

Accessories

RT5/6 Retrofit Trim

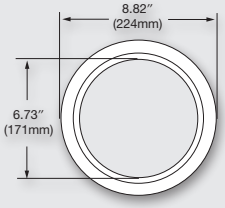
75095	RT/5/6/TRIM/DKBZ
75097	RT/5/6/TRIM/BLK
75098	RT/5/6/TRIM/ORBZ

Trim Ring Extender

75082	RT6/8/TRIMEXT

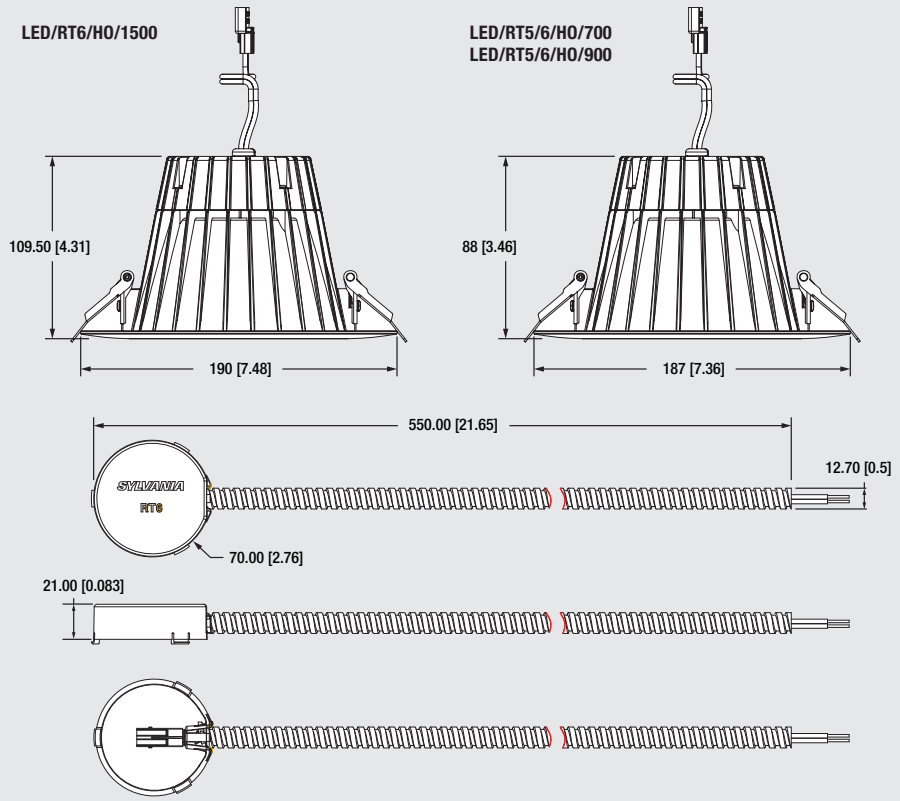
75097

75098



75082

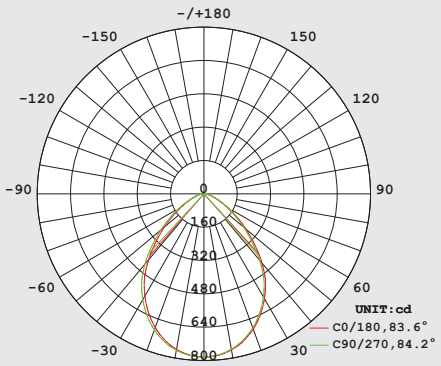
Assembly Diagram



Dimensions are in mm [in]

Photometric Information

Luminous Intensity Distribution Diagram



Illuminance at Distance

	Illuminance Edge	Illuminance Center	Beam Diameter
2 ft	48.2 fc	214.5 fc	3.4 ft
4 ft	12.1 fc	53.6 fc	6.7 ft
6 ft	5.4 fc	23.8 fc	10.1 ft
8 ft	3.0 fc	13.4 fc	13.4 ft
10 ft	1.9 fc	8.6 fc	16.8 ft
12 ft	1.3 fc	6.0 fc	20.1 ft

RT6 HO 1500 lumen

Illuminance at Distance

	Illuminance Edge	Illuminance Center	Beam Diameter
2 ft	27.4 fc	143.5 fc	3.8 ft
4 ft	6.8 fc	35.9 fc	7.6 ft
6 ft	3.0 fc	15.9 fc	11.4 ft
8 ft	1.7 fc	9.0 fc	15.2 ft
10 ft	1.1 fc	5.7 fc	19.0 ft
12 ft	0.8 fc	4.0 fc	22.8 ft

RT5/6 900 lumen

Illuminance at Distance

	Illuminance Edge	Illuminance Center	Beam Diameter
2 ft	21.6 fc	96.0 fc	3.4 ft
4 ft	5.4 fc	124.0 fc	6.7 ft
6 ft	2.4 fc	10.7 fc	10.1 ft
8 ft	1.3 fc	6.0 fc	13.4 ft
10 ft	0.9 fc	3.8 fc	16.8 ft
12 ft	0.6 fc	2.7 fc	20.1 ft

RT5/6 700 lumen

OSRAM SYLVANIA Inc.
200 Ballardvale Street
Wilmington, MA 01887 USA
Phone 1-800-LIGHTBULB (1-800-544-4828)
www.sylvania.com

SYLVANIA is a registered trademark of OSRAM SYLVANIA Inc.
LED CREATING TOMORROW is a registered trademark of OSRAM GmbH
ENERGY STAR is a registered trademark of the U.S. Government.
Specifications subject to change without notice.

/sylvania /sylvania

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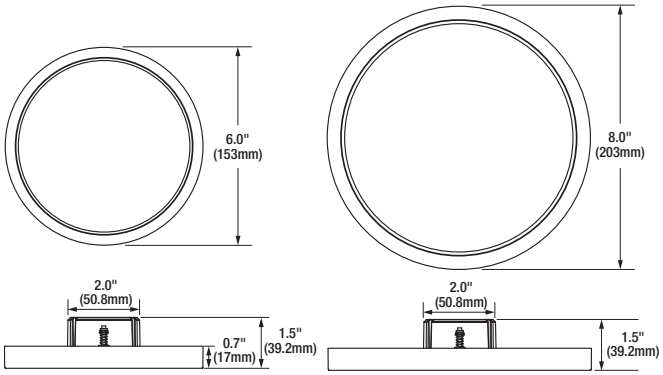
SYLVANIA Luminaires

Slim Downlight

Catalog #	Type
Project	
Notes	
Date	
Prepared by	

Dimensions



Product Features

- Edge-lit LED technology for even, low glare illumination
- Self-adjusting springs for flush installation
- Low profile, seamless design to upgrade the space
- Directly mounts to j-box for low plenum applications

Specifications

Weight: 6": 1.5lbs (0.6kg) 8": 2.0lbs (0.9kg)

Construction: Aluminum back plate with polycarbontate trim and lens. The standard finish is white.

LED System: LED system with a life rating of ≥50,000 hours at L_{70} @25°C. Luminaire efficacy up to 71 LPW.

Electrical: Offered in 10 and 14 Watts, the luminaire is designed to operate at 120-277V with driver on board. The power factor is ≥90% and THD is ≤20%.

Dimming: The driver is phase-cut dimmable (down to 10%).

Color Characteristics: CRI>80; CCT of 2700K, 3000K or 4000K.

Optics: White polycarbonate lens with edge-lit LED technology.

Installation: Luminaire mounts to recessed outlet box.

Operating Temperature: +14°F to +104°F (-10°C to +40°C).

Listings: cULus listed to UL1598 standards for damp locations.

Warranty: Standard 5-year luminaire warranty (LEDLUM001).

Note: Specifications subject to change without notice. IES files available online.

Ordering Guide

Item Number:

SLMDNLR	1A	/	XXX	UNV	T	8	XX	/	XX	J	/	WH
Product Name SLMDNLR	Generation 1A		Wattage* 010 = 10W 014 = 14W	Voltage UNV = 120-277V	Dimming T = Phase-cut (120V ONLY)	CRI 8 ≥80	Color Temp (CCT) 27 = 2700K 30 = 3000K 40 = 4000K		Diameter 06 = 6 in 08 = 8 in	Mounting J = J-Box		Color/Finish WH = White

*10W only available in 6in, 14W only available in 8in.

Ordering Information

Item Number	Ordering Abbreviation	Power (W)	Input Voltage	Dimming**	CRI	Color Temp (CCT)	Size	Total Fixture Lumens	LPW*
60003	SLMDNLR1A/010UNVT827/06J/WH	10	120-277V	Phase-cut	>80	2700K	6"	700	70
60004	SLMDNLR1A/010UNVT830/06J/WH	10	120-277V	Phase-cut	>80	3000K	6"	750	75
60005	SLMDNLR1A/010UNVT840/06J/WH	10	120-277V	Phase-cut	>80	4000K	6"	800	80
60058	SLMDNLR1A/014UNVT827/08J/WH	14	120-277V	Phase-cut	>80	2700K	8"	980	70
60057	SLMDNLR1A/014UNVT830/08J/WH	14	120-277V	Phase-cut	>80	3000K	8"	1050	75
60056	SLMDNLR1A/014UNVT840/08J/WH	14	120-277V	Phase-cut	>80	4000K	8"	1120	80

*LPW per LM79 report
**Only dimmable at 120V

LEDVANCE LLC
200 Ballardvale Street
Wilmington, MA 01887 USA
Phone 1-800-LIGHTBULB (1-800-544-4828)
www.sylvania.com

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All other trademarks are those of their respective owners.
Licensee of product trademark SYLVANIA in general lighting.
Specifications subject to change without notice.

/sylvania /sylvania

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EVERLINE®

Type:		Project:		Date:		Prepared by:	
Catalog #:							

LRx4T8 - Low Power

4' Tube & Driver Kit

LT+D TUBE+DRIVER

MECHANICAL
- Retrofits 4ft fluorescent luminaires to LED
- Replaces existing fluorescent lamps and ballasts
- Uses existing lamp holders
- No redesign or revised layout needed

OPTICAL
- 240° Beam distribution for even illumination
- Three CCT options with CRI of 82

KIT INCLUDES
- LED T8 Modules
- LED EVERLINE Driver – Pre-Tuned if applicable
- Wiring, connectors, installation instructions

ELECTRICAL
- Universal Input Voltage: 120-277V
- Equipped with 0-10V dimmable LED driver to 1%
- LED System efficacies exceed 120 LPW

CERTIFICATIONS
- UL Classified UL 1598C (US & Canada)
- FCC Title 47 CFR, Part 15, Class A
- RoHS Compliant, contains no lead or mercury
- DesignLights Consortium® qualified on select models. Consult **www.designlights.org/QPL** for details

WARRANTY
- Six (6) year limited warranty

ORDERING GUIDE

EXAMPLE: LR34T8-66L840-10DU

		–				–		
Series	**Lamp & Length**		**Nominal Lumens**	**CRI (nom.)**	**Color Temp.**		**Dimming**	**Voltage**
LR = LED Retrofit	**14T8** = 1L 4ft T8 **24T8** = 2L 4ft T8 **34T8** = 3L 4ft T8 **44T8** = 4L 4ft T8	–	**18L** = 1,800 **36L** = 3,600 **54L** = 5,400 **72L** = 7,200	**8** = 82 (nom.)	**35** = 3500K **40** = 4000K **50** = 5000K	–	**10D** = 0-10V Dimming **10DAD** = 0-10V Dimming (4-Tube)	**U** = 120-277VAC

ORDERING NOTES
1. Orders are shipped in bundled quantities of 10 drivers and the corresponding number of tubes

DesignLights Consortium® QPL Listed Products

	Model Number (2-Tube)	Model Number (3-Tube)	Model Number (4-Tube)
120-277V	LR24T8-36L835-10DU	LR34T8-54L835-10DU	LR44T8-72L835-10ADU
	LR24T8-36L840-10DU	LR34T8-54L840-10DU	LR44T8-72L840-10ADU
	LR24T8-36L850-10DU	LR34T8-54L850-10DU	LR44T8-72L850-10ADU

DLC QPL LISTED

PERFORMANCE DATA

	Lumen Package	Input Power (watts)	Input Current			System Output		Reference Luminaire	
			@ 120V	@ 277V	@ 347V	Delivered Lm (nom.)	LPW	Delivered Lm (nom.)	LPW
LR14T8	18L	15	0.13	0.05	0.05	1800	120	N/A	-
LR24T8	36L	29	0.24	0.10	0.10	3600	129	3222	114
LR34T8	54L	43	0.36	0.16	0.16	5400	126	4952	115
LR44T8	72L	58	0.49	0.21	0.21	7200	124	6743	116

- Performance data provided at 3500K.
- Reference Luminaire testing conducted by NVLAP accredited lab in accordance with IESNA LM-79.
- Consult factory for photometry.
- Application and performance information is subject to change without notification.

OPERATING DATA

L70 Lumen Maintenance:	>60,000 hrs at 40°C
Min. Starting Temp:	0°F
Sound Rating:	Class A
Power Factor:	>.98
THD:	<20%

*Projected per IESNA TM-21. Data extrapolated based on 10,000 hours of LED testing per IESNA LM-80.

LED Driver

Lm Package	LED Driver -UNV
LR14T8-18L	D700C30UNVTWCP42C
LR24T8-36L	D700C30UNVTWCP83C
LR34T8-54L	D10CC55UNVTZCP85C
LR44T8-72L	D15CC55UNVTWCP80C

- Where "xx" = 35 (3500K), 40 (4000K), or 50 (5000K)
- Where "yyy" = UNV (120-277VAC) or 347 (347VAC)

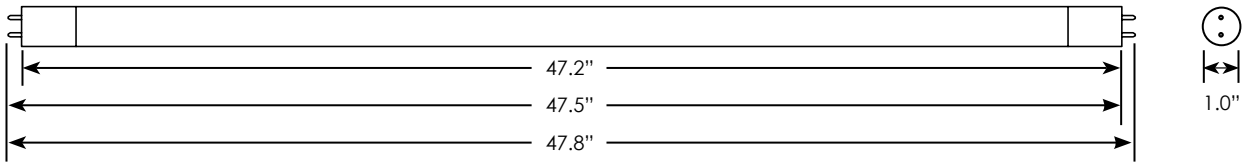
Applications
- All LED Tubes must be connected for proper operation.
- Not for use with phase cut dimmers.
- Suitable for 2'x4' with minimum 3" depth, may include a lens, and may be listed for elevated ambients of up to 40ºC max in Type Non-IC or up to 25ºC max in Type IC.
- Suitable for 4' or 8' strip light, wraparound, and vapor tight (see installation instructions for dimensions and max ambient).

LED Tube

CCT	LED T8 Tube
3500K	LRT8M22L/835A
4000K	LRT8M22L/840A
5000K	LRT8M22L/850A

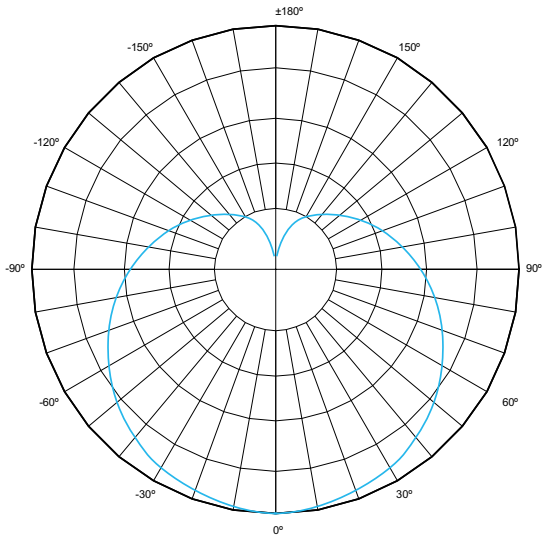
DIMENSIONS: in (mm)

Normal Length: 48"



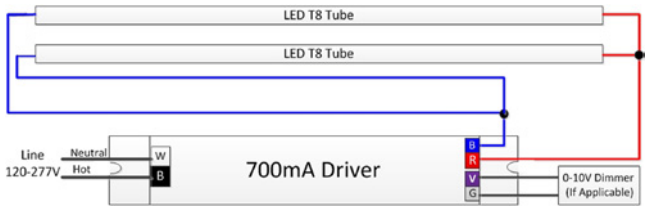
LED Driver Case Dimensions					
Case	Length	Width	Height	Mounting Length	Lead Exit
C	14.25"	1.18"	1.00"	13.75"	Side
D	16.88"	1.25"	1.00"	16.28"	Side

POLAR DISTRIBUTION



CONNECTION DIAGRAMS

2-LAMP



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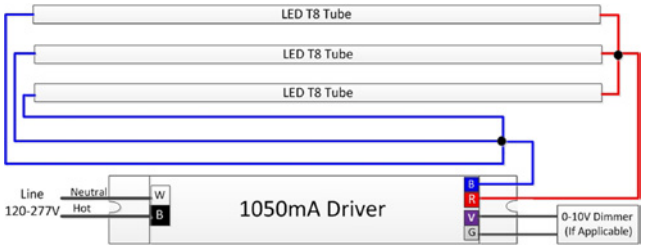

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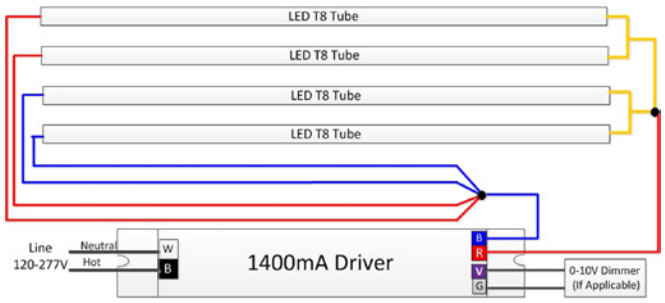

Wiring Diagrams show existing wire colors from an instant start T8 system

Subject to change without notice

Town of Natick
Contract for Services Related to the
LED Conversion of Natick Fire HQ

This Agreement is made this ___ day of _____, 2019, by and between the Town of Natick with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, by the Natick Board of Selectmen (hereinafter the "Town," or the "Client"), and Horizon Solutions, LLC, a limited liability corporation with a principal place of business at 175 Josons Drive, Rochester, New York 14623 (hereinafter the "Contractor" or "Horizon").

The words "he," "him" and "his" in this Agreement, 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 and Scheduling

In consideration of the obligations herein contained, Horizon shall perform the work included in the scope of work in the Horizon proposal dated February 25, 2019 (the "Project"), which is attached hereto and incorporated herein by reference. All materials shall be new and shall meet UL, Federal, State and Local code requirements. Any material change to the scope of work, including acceptance of the additional cost for the work, shall be agreed upon by both parties in writing before the work is performed. The work will be considered complete, with the exception of any minor open items, after the Client and Utility representative review and approval of the work (herein referred to as the "certificate of completion").

Horizon provides this proposal based on Prevailing wage requirements, if applicable, and all work performed during normal work week (7:00 A.M. to 3:30 P.M. local time), unless otherwise stated in the proposal.

Horizon shall install the Project with regard for the appearance and condition of the Client's property. Waste material shall be removed daily.

The Client will cooperate and coordinate with Horizon on scheduling and maximize productivity on Energy Conservation projects. The Client will allow Horizon access to areas of the building to ensure rapid, efficient installation and completion of the Project.

2. Standard of Care

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

3. Term

The term of this Agreement shall be for one (1) year, commencing as of the execution date of this Agreement, and ending one (1) year later.

4. Order of Priority of Agreement Documents

In the event of any conflict among the Agreement Documents, the Documents shall be construed according to the following priorities:

\

Highest Priority:	Amendments to Agreement (if any)
Second Priority:	Agreement

5. Payment

In consideration for performance of the work in accordance with the requirements of this Agreement, the Client shall pay Horizon the prices set forth in Exhibit A, which is attached hereto and incorporated by reference.

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

Payment shall be made to Horizon for work completed in accordance with this Agreement. All requests for payment shall be submitted to the Client 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 Horizon's invoice by the Client for services rendered in accordance with this Agreement. The Client shall not make payments in advance.

If the Client objects to all or part of any invoice, the Client shall notify the Horizon 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 Horizon to engage the services of a specialized contractor or companies other than those originally proposed in Horizon's proposal, Horizon shall take such measures only with the Client's prior written approval. Charges for such services shall be billed directly to the Client unless otherwise agreed upon by the parties.

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

No payment by the Client to Horizon shall be deemed to be a waiver of any right of the Client under this Agreement or a ratification by the Client of any breach hereof by Horizon.

6. Warranty

It is understood and agreed that Horizon will perform all services hereunder in a professional manner with appropriately skilled employees or subcontractors. Horizon warrantees the workmanship for one (1) year from the date of the certificate of completion and shall assign all applicable Manufacturers' warranties for products used on the Project to the Client. Horizon shall also assist in completing all applicable warrantee registration forms and explain the warrantee process for these Manufacturer warranties.

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7. Compliance with Laws

Horizon shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Agreement and any extension or renewal thereof. Without limitation, Horizon 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 Agreement shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

Horizon shall insure and shall require each of its subcontractors to carry the following insurance to the extent stated:

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

b. Commercial General Liability Insurance, $1,000,000 each occurrence and $2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

c. Automobile Liability Insurance, covering all non-owned and hired vehicles - Combined single limit of $1,000,000.

d. Professional Liability Insurance, covering errors and omissions, $1,000,000 each occurrence and $2,000,000 aggregate limit.

e. Excess Liability Insurance, Umbrella Form - $1,000,000 each occurrence and $2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance and employer's liability under workers' compensation insurance.

f. The Town of Natick shall be named as additional insured on each such policy of Commercial General Liability Insurance and, if required, Automobile Liability Insurance.

g. All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760, before such cancellation or amendment shall take place."

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h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Client 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. Horizon 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.

i. Horizon shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance and, if required, automobile liability insurance, which indicate that the Town of Natick are named as additional insureds on each such policy.

j. No insurance shall be obtained from an insurer which:

1. is not licensed to sell insurance in the Commonwealth of Massachusetts; or

2. is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.

k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Agreement and shall operate as an immediate termination thereof.

9. Indemnification

Horizon shall compensate the Client for all damage to the Client's property of any nature arising out of Horizon's work. To the fullest extent permitted by law, Horizon 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 Horizon of its obligations under this Agreement, or the act or omission of Horizon, 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 Horizon under the Agreement, 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 Horizon or any of its officers or employees regarding the subject matter of this Agreement. Said costs shall include, without limitation, legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Client and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Agreement, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Agreement, 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 Horizon or its employees, regarding the subject matter of this Agreement.

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11. Familiarity with Area of Work

By signing this Agreement, Horizon acknowledges that it has examined the subject matter of this Agreement, including, without limitation, the provision of energy consulting services, and that it is familiar with all sites which are the subject of this Agreement in the Town of Natick and with all conditions of this Agreement. Horizon has entered into this Agreement in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

The nature of Horizon's work includes the installation of energy efficiency equipment and solutions. Horizon does not take responsibility for the following existing conditions at the Project site: existing code violations, structural issues, deteriorating wiring and hazardous material, such as asbestos, lead paint, and oil. To the extent that Horizon and/or its officers, employees, agents, subcontractors or consultants do not cause the presence of hazardous material at the Project site, Horizon and its officers, employees, agents, subcontractors and consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous material in any form at the Project site. If Horizon discovers hazardous material at the Project site, it shall immediately notify the Client in writing and shall refrain from disturbing or taking any action with respect to the hazardous material in the absence of the Client's written direction. In the event Horizon does disturb such hazardous material or does take such action without written direction, the limitation of liability in this paragraph shall not apply.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

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

15. Use of Alcohol and Controlled Substances Prohibited

Horizon hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of Horizon is prohibited on Town property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of Horizon violates the foregoing provision, the Client shall have the right to order that such officer, employee, agent, or representative of Horizon shall not be permitted to return to work on this Agreement. Under such circumstances, Horizon shall promptly remove the subject

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

18. Delays/*Force Majeure*

Except as specifically set forth in this Agreement, 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 Horizon shall breach any provision of this Agreement, which breach is not cured within twenty-one (21) days of written notice thereof from the Client to Horizon, the Client shall have the right to terminate this Agreement upon written notice to Horizon.

b. If any assignment shall be made by Horizon or by any guarantor of Horizon for the benefit of creditors, or if a petition is filed by Horizon or by any guarantor of Horizon 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 Horizon and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Client may terminate this Agreement upon written notice to Horizon.

c. The award of this Agreement and the continued operation of this Agreement are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Agreement. Should Natick Town Meeting fail to appropriate necessary funds therefore, the Client shall no longer be under any obligation to tender performance, including

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payment, under the terms of this Agreement. In that event, the Client may terminate this Agreement upon written notice to Horizon.

d. The Client may terminate this Agreement upon written notice to Horizon if a source of money to fund the Agreement is lost during the Agreement term. In the alternative, the parties may agree in writing to amend the Agreement to provide for an Agreement price which represents a reduced appropriation for the Agreement term.

e. The Client may also terminate this Agreement for convenience upon thirty (30) days' written notice to Horizon.

In the event of termination Horizon shall be entitled to be paid for services rendered in accordance with this Agreement prior to termination.

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

20. Notices

. Except as otherwise provided in this Agreement 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 of Natick:	Melissa A. Malone Town of Natick 13 East Central Street Natick, MA 01760
With copies to:	Karis North, Esq. Murphy, Hesse, Toomey & Lehane, LLP 300 Crown Colony Drive, Suite 410 Quincy, MA 02169
If to Horizon:	President Horizon Solutions LLC 175 Josons Drive Rochester, NeNY14623.

21. Miscellaneous Provisions

a. Any action at law or suit in equity instituted by Horizon as a result of the performance, non-performance or alleged breach of this Agreement shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.

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b. No action or failure to act by either party shall constitute a waiver of a right or duty afforded to that party under the Agreement, 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 either party shall be construed as a waiver or in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach by the other party shall constitute a waiver of any subsequent default or breach.

c. If Horizon discovers or is informed of any discrepancy or inconsistency in the Agreement Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, Horizon shall promptly, before commencing services under this Agreement, report the same to the Client in writing.

d. Horizon acknowledges that it has not been influenced to enter into this Agreement, nor has Horizon relied upon any warranties or representations not set forth in this instrument.

e. Horizon shall maintain the confidentiality of information designated by the Client as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless Horizon has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Client has expressly waived such confidentiality in advance in writing.

g. Horizon shall not represent or purport to represent that it speaks for the Client vis-à-vis the media or the public at-large without the Client's express, written consent in advance.

h. Prior to commencing services under this Agreement, Horizon shall furnish the Client, 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.

i. By entering into this Agreement, Horizon certifies under penalties of perjury that its entry was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

j. By entering into this Agreement, Horizon 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.

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. Horizon understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to Horizon with respect to the services required to be provided under this Agreement. Horizon 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

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the Massachusetts Conflict of Interest Law.

m. Horizon 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. Horizon 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.

n. 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.

o. Horizon shall not assign or subcontract in whole or in part this Agreement or in any way transfer any interest in this Agreement without the prior express written approval of the Client.

p. This Agreement may be amended only by written consent of both parties.

q. Horizon shall not assign any money due or to become due to Horizon unless the Client shall have received prior written notice of such assignment. No such assignment shall relieve Horizon of its obligations under this Agreement.

r. If any provision, or portion thereof, of this Agreement shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in effect to the extent permitted by law.

s. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

t. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.

u. This Agreement is executed in triplicate as a sealed instrument.

(The remainder of this page is left intentionally blank.)

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Town of Natick
Contract for Services Related to the
LED Conversion of Natick Fire HQ

The Town of Natick, Massachusetts	Horizon Solutions, LLC
By: The Natick Board of Selectmen	By:
_____	_____
Michael J. Hickey, Jr., Chair	Signature
_____	_____
_____	_____
Susan G. Salamoff, Vice Chair	Printed Name
_____	_____
Jonathan 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 Agreement is available therefor, and that the Natick Board of Selectmen is authorized to execute this Agreement and to approve all requisitions and execute change orders.

_____ Dated: _____
Arti P. Mehta
Comptroller, Town of Natick

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

_____ Dated: _____
Karis North, Esq.

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Town of Natick
Contract for Services Related to the
LED Conversion of Natick Fire HQ

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

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

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

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

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

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

_____
Signature

_____
Printed Name

_____
Printed Title

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

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Town of Natick
Contract for Services Related to the
LED Conversion of Natick Fire HQ

Exhibit A: Project Cost and Payment Terms

Company Name: Town of Natick
Billing Address: 13 East Central Street, Natick Town Hall, Natick, MA 01760

Purchase Order/Contract #:

Project Cost:

Labor, Material, Disposal Costs	$90,087
Sales Tax on Material	N/A
Total Project Cost	$71,385

*Less: *Estimated Project Incentives*

Utility	App #	
Eversource		$18,702
Total Incentives		$18,702
Net Project Cost to Client		**$71,385**

Note:

Project Payment Terms:

Amount to be paid by the Client to Contractor $71,385
(Payable 30 days after invoice date))

Amount to be paid by Utilities to Contractor $18,702
(Contractor will collect this amount directly from the Utilities)

Total Project Cost $90,087

The final invoice date will be determined by the "Certificate of Completion" as described in the Terms & Conditions.

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Exhibit B: Project Proposal

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Proposal

HORIZON SOLUTIONS

Prepared for:

Town of Natick
22 E Central Street
Natick, MA

Fire Station

February 25, 2019

By:Tony Parente

Town of Natick
Fire Station
Energy Efficiency Proposal

Location:	22 E Central Street	**Primary Contact:**	Jillian Wilson-Martin	**Horizon Contact:**	Tony Parente
	Natick	**Phone:**	(508) 647-6555	**Phone:**	401-265-1284
Quoted (Good For 30 Days):	**February 25, 2019**	**Email:**	jwmartin@natickma.org	**Email:**	Tparente@hs-e.com

	Rate	Existing	Proposed	Reduction	Savings
kWh:	$ 0.1700	112,049	37,240	74,809	$ 12,717
kW:	$ -	18.70	6.84	11.86	$ -

Location Description	Project Cost $	Project Incentives	Project Net Cost	kWh Saved	Electric Savings	Maintenance Savings	Simple Payback (Years)
Fire Station	$ 90,087	$ 18,702	$ 71,385	74809	$ 12,717	$ 6,263	4

Note: *Simple Payback is based on total savings over the payback period

Measure Description

Existing Condition:

Existing fixtures are 2L 4ft strips and wraps w/32w T8 lamps. Bay areas 2L 4ft and 4L 8ft vaportight fixtures w/32wT8 lamps. Offices and hallways have 2L 2X2 troffer w/32wT8 u-bend lamps and 3L 2X4 troffer w/32wT8 lamps.

Proposed Condition:

Horizon proposes to retro-fit all 2X2 and 2X4 troffers w/Lithonia BLT 17w and 24w LED fixtures w/integrated controls. Horizon proposes to retro-fit all 4ft and 8ft vaoprtight fixtures w/Everline LED Tube and DRiver kits. Horizon propoese to replace all 4ft wrap fixtures w/Lithonia LBL 26w LED wrap fixtures.

Assumptions:

All necessary lift costs are included in the above price
All necessary permit fees are included in the above price
All necessary disposal, dumpster, and recycling costs of existing fixtures/lamps/ballasts are included in the above price
Assumes work can be completed during First-(0700-1700) shift, using Prevailing labor
Assumes no existing code violations or master and slave wiring
If there is a building and or Electrical Code issue, the client is responsible at their own cost to correct code issues so the project can be completed in a timely manner
Items where ballasts are not being addressed, customer is responsible for any ballast failures

Scope of Work			
Line	Location	Proposed	Qty.
1	Fire Chief	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	4
2	Fire Chief-RR cove	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	1
3	Admin	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	6
4	Mens RR	(2) 3' LED Tube 11 Watt to work with existing ballast	2
5	Womens RR	(2) 3' LED Tube 11 Watt to work with existing ballast	2
6	Fire Prevention Training room	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	6
7	Office	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	4
8	Corridor	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	33
9	Classroom	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	12
10	Stairwell	NEW 4' Stairwell Fixture, 3,168 Lumens, 30 Watts	7
11	Stairwell	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	2
12	Fire Engine Bay	(4) 4' LED Tube and Driver, 7,200 Lumens, 58 Watts	36
13	Fire Engine Bay	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	5
14	Fire Engine Bay-storage	(4) 4' LED Tube and Driver, 7,200 Lumens, 58 Watts	1
15	Fire Engine Bay-RR	(4) 4' LED Tube and Driver, 7,200 Lumens, 58 Watts	1
16	Fire Engine Bay-Compressor roon	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	4
17	Fire Engine Bay-storage room	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	3
18	Fire Engine Bay-dressing room	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	12
19	Fire Engine Bay-Ambulance suppl	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	2
20	Fire Engine Bay-janitor	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	2
21	Fire Engine Bay-stairs	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	22
22	Fire Control	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	5
23	Stairwell	NEW 4' Stairwell Fixture, 3,168 Lumens, 30 Watts	4
24	Library	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	6
25	Breakroom	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	4
26	Rest area	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	6
27	Kitchen	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	11
28	Kitchen	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	4
29	Kitchen-storage	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	1
30	Mens RR	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	1
31	Mens RR-cove	(4) 4' LED Tube and Driver, 7,200 Lumens, 58 Watts	1
32	Mens RR-cove	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	2
33	Physical Fitness	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	6
34	Deputy Admin	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	2
35	Engine #1 driver	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	1
36	Ladder #1 driver	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	1
37	Nozzle #1	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	1
38	Deputy Quarters	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	1
39	Deputy Quarters-RR	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	1
40	Captains Quarters	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	1
41	Ambulance #1	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	1
42	Ladder Asst #1	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	1
43	Ladder #2	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	1
44	Officer Quarters	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	1

45	Officer Quarters-RR	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	1
46	Engine/Ladder Co. room	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	2
47	RR	(2) 2' LED Tube Direct Wire, 9 Watt	1
48	RR	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	1
49	Storage	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	2
50	Sleep Quarters #1	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	1
51	Sleep Quarters #2	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	1
52	Sleep Quarters #3	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	1
53	Attic space	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	1
54	Corridor	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	8
55	0	NA	0
56	0	NA	0
57	0	NA	0
58	0	NA	0
59	0	NA	0
60	0	NA	0
61	0	NA	0
62	0	NA	0
63	0	NA	0
64	0	NA	0
65	0	NA	0
66	0	NA	0
67	0	NA	0
68	0	NA	0
69	0	NA	0
70	0	NA	0
71	0	NA	0
72	0	NA	0
73	0	NA	0
74	0	NA	0
75	0	NA	0
76	0	NA	0
77	0	NA	0
78	0	NA	0
79	0	NA	0
80	0	NA	0
81	0	NA	0
82	0	NA	0
83	0	NA	0
84	0	NA	0
85	0	NA	0
86	0	NA	0
87	0	NA	0
88	0	NA	0
89	0	NA	0
90	0	NA	0
91	0	NA	0

Town of Natick
Environmental Impact

22 E Central Street
Natick, MA

Environmental Impact

Although it appears innocuous, lighting causes air pollution. Each day, your local power plant will commonly burn coal, oil, and gas to generate electricity for your lighting system as well as for your other electrical needs. While burning these fossil fuels produces a readily available and instantaneous supply of electricity, it also generates air pollutants: carbon dioxide (CO2), sulfur dioxide (SO2), and nitrogen oxides (NOx).

Air pollution causes global warming, acid rain, and smog.

Each of these pollutants causes environmental damage. Carbon dioxide (CO2) causes global warming, sulfur dioxide (SO2) causes acid rain, and nitrogen oxides (NOx) cause both acid rain and smog.

Your project will help to decrease air pollution and environmental damage by the following amounts each year:

Removing	**67,328**	pounds of Carbon Dioxide*
Removing	**187,022**	grams of Sulfur Dioxide
Removing	**433,890**	grams of Nitrogen Oxides

By removing these quantities of pollutants from the air, your project will have the same affect on the environment as:

Planting	**16**	acres of trees
Removing	**11**	cars from the road each year or
Saving	**6,801**	gallons of gasoline each year

Source: U.S. Environmental Protection Agency http://www.epa.gov/climatechange/
*Carbon Dioxide calculation has been modified from EPA calculation to properly reflect the New England power grid

LITHONIA LIGHTING®

Catalog Number	
Notes	
Type	

BLT Series LED

2BLT2

2' x 2'
LED

FEATURES & SPECIFICATIONS

INTENDED USE — The BLT Best-in-Value Low Profile LED luminaire features a popular center basket design that offers a clean, versatile style and volumetric distribution. High efficacy LED light engines deliver energy savings and low maintenance compared to traditional sources. An extensive selection of configurations and options make the BLT the perfect choice for many lighting applications including schools, offices and other commercial spaces, retail, hospitals and healthcare facilities. The low profile BLT design (2-3/8") also makes it an excellent choice for renovation projects.

CONSTRUCTION — BLT enclosure components are die-formed for dimensional consistency and painted after fabrication with a polyester powder paint for improved performance and protection.

The reflector is finished with a high reflective matte white powder paint for improved aesthetics and increased light diffusion.

End plates contain easy-to-position integral T-bar clips for securely attaching the luminaire to the T-grid. For additional T-grid security, optional screw on T-bar clips are available.

Diffusers are extruded from impact modified acrylic for increased durability.

LED boards and drivers are accessible from the plenum.

OPTICS — Volumetric illumination is achieved by creating an optimal mix of light to walls, partitions and vertical and horizontal work surfaces – rendering the interior space, objects and occupants in a more balanced, complimentary luminous environment. High performance extruded acrylic diffusers conceal LEDs and efficiently deliver light in a volumetric distribution. Four diffuser choices available - curved and square designs with linear prisms or a smooth frosted finish.

ELECTRICAL — Long-life LEDs, coupled with high-efficiency drivers, provide superior quantity and quality of illumination for extended service life. 80% LED lumen maintenance at 60,000 hours (L80/60,000). Color Variation within 3-step MacAdam ellipse (3SDCM).

Non-Configurable BLT: Generic 0-10 volt dimming driver. Dims to 10%

Configurable BLT: available in High Efficiency (HE) versions for applications where a lower wattage (over the standard product) is required. The High Efficiency versions deliver >130 LPW and can be specified via the Lumen Package designations in the Ordering Information below.

eldoLED driver options deliver choice of dimming range, and choices for control, while assuring flicker-free, low-current inrush, 89% efficiency and low EMI.

Optional integrated nLight®controls make each luminaire addressable - allowing them to digitally communicate with other nLight enabled controls such as dimmers, switches, occupancy sensors and photocontrols. Connection to nLight is simple. It can be accomplished with integrated nLight AIR wireless RIO, RES7 sensors, or through standard Cat-5 cabling. nLight offers unique plug-and-play convenience as devices and luminaires automatically discover each other and self-commission. nLight AIR is commissioned easily through an intuitive model app.

Lumen Management: Unique lumen management system (option N80) provides on board intelligence that actively manages the LED light source so that constant lumen output is maintained over the system life, preventing the energy waste created by the traditional practice of over-lighting.

Step-level dimming option allows system to be switched to 50% power for compliance with common energy codes while maintaining fixture appearance.

Driver disconnect provided where required to comply with US and Canadian codes.

SENSOR— Integrated sensor (individual control): Sensor Switch MSD7ADCX ((Passive infrared (PIR)) or MSDPDT7ADCX ((PIR/Microphonics Dual Tech (PDT)) integrated occupancy sensor/automatic dimming photocell allows the luminaire to power off when the space is unoccupied or enough ambient light is entering the space. See page 4 for more details on the integrated sensor.

Integrated Sensor (nLight Wired Networking): This sensor is nLight-enabled, meaning it has the ability to communicate over an nLight network. When wired, using CAT-5 cabling, with other nLight-enabled sensors, power packs, or WallPods, an nLight control zone is created. Once linked to a Gateway, directly or via a Bridge, the zone becomes capable of remote status monitoring and control via SensorView software. See page 4 for the nLight sensor options.

Integrated Smart Sensor (nLight Air Wireless Platform): The RES7 sensor is nLight AIR enabled, meaning it has the ability to communicate over the wireless nLight control platform. It is available with an automatic dimming photocell, and either a digital PIR or a microphonics (PDT) dual technology occupancy sensor. It pairs to other luminaires and wall switches through our mobile app, CL***AIR***ITY, which allows for simple sensor adjustment. See page 4 for more details on the Integrated Smart Sensor.

INSTALLATION — The BLT's low profile design of only 2-3/8" provides increased installation flexibility especially in restrictive plenum applications. The BLT fits into standard 15/16" and narrow 9/16" T-grid ceiling systems.

Suitable for damp location.

For recessed mounting in hard ceiling applications, Drywall Grid Adapters (DGA) are available as an accessory. See Accessories section.

LISTINGS — CSA Certified to meet U.S. and Canadian standards. IC rated.

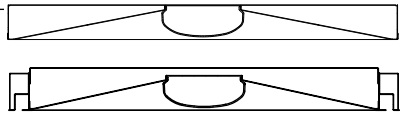
DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY — 5-year limited warranty. Complete warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

NOTE: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

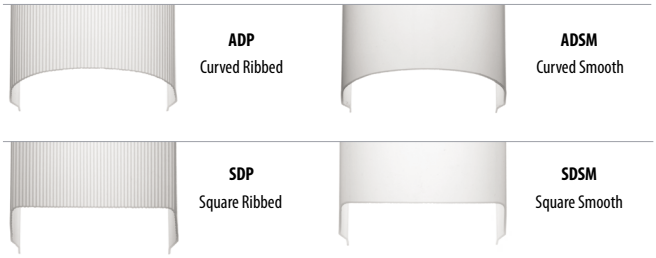
Specifications

Length: 23-3/4 (60.3)
Width: 23-3/4 (60.3)
Depth: 2-3/8 (6.0)
Depth with Air supply/return: 2-3/4 (6.9)



All dimensions are inches (centimeters) unless otherwise specified.

Multiple Diffuser Options



A+ Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and out-of-the-box control compatibility with simple commissioning.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is part of an A+ Certified solution for nLight® control networks when ordered with drivers marked by a shaded background*
- This luminaire is part of an A+ Certified solution for nLight control networks, providing advanced control functionality at the luminaire level, when selection includes driver and control options marked by a shaded background*

To learn more about A+, visit www.acuitybrands.com/aplus.

*See ordering tree for details

2BLT Volumetric Recessed Lighting 2'x2'

A+ Capable options indicated by this color background.

ORDERING INFORMATION Lead times will vary depending on options selected. Consult with your sales representative.

Example: 2BLT2 33L ADP EZ1 LP835

2BLT2

Series		Air function		Lumens[2] Standard efficiency[3,4] (>125 LPW)		Lumens[2] High efficiency[5,6] (>130 LPW)		Diffuser		Voltage		Driver		Color temperature	
2BLT2	2X2 BLT	(blank)	Static	20L	2000	20LHE	2000	ADP	Curved, linear prisms	(blank)	MVOLT	EZ1	eldoLED dims to 1% (0-10 volt dimming)	LP830	82CRI, 3000 K
		A	Air supply/ return[1]	33L	3300	33LHE	3300	ADSM	Curved, smooth	120	120V	GZ1	Dims to 1% (0-10V dimming)[8]	LP835	82CRI, 3500 K
				40L	4000	40LHE	4000	SDP	Square, linear prisms	277	277V	GZ10	Dims to 10% (0-10V dimming)[8]	LP840	82CRI, 4000 K
				48L	4800	48LHE	4800	SDSM	Square, smooth	347	347V[7]	SLD	Step-level dimming[9]	LP850	82CRI, 5000 K
								Includes trim rings to match sensored version						LP930	90CRI, 3000K
								ADPT	Curved, linear prisms					LP935	90CRI, 3500K
								ADSMT	Curved, smooth					LP940	90CRI, 4000K
								SDPT	Square, linear prisms					LP950	90CRI, 5000K
								SDSMT	Square, smooth						

nLight Interface

nLight Wired

(blank)	no nLight ® interface
N80	nLight with 80% lumen management
N80EMG	nLight with 80% lumen management For use with generator supply EM power[10]
N100	nLight without lumen management
N100EMG	nLight without lumen management For use with generator supply EM power[10]

nLight Wireless

(blank)	no nLight ® interface
NLTAIR2	nLight AIR Generation 2 enabled[11]

Control[12]

nLight Wired

(blank)	No sensor control
NES7	nLight™ nES 7 PIR integral occupancy sensor[13]
NESPDT7	nLight™ nES PDT 7 dual technology integral occupancy control[13]
NES7ADCX	nLight™ nES 7 ADCX PIR integral occupancy sensor with automatic dimming photocell[13]
NESPDT7ADCX	nLight™ nES PDT 7 dual technology integral occupancy sensor with automatic dimming photocell[13]

nLight Wireless

RES7	nLight AIR PIR integral occupancy sensor with automatic dimming photocell for Networking Capabilities
RES7PDT	nLight AIR microphonics dual technology occupancy sensor with automatic dimming photocell
RIO	nLight AIR radio module without sensor

Individual Control

MSD7ADCX	PIR integral occupancy sensor with automatic dimming control photocell[14]
MSDPDT7ADCX	PDT integral occupancy sensor with automatic dimming control photocell[14]

Options

EL7L	700 lumen battery pack (non-CEC compliant)[15]
EL14L	1400 lumen battery pack (non-CEC compliant)[15]
EL14LSD	1400 lumen battery pack with self-diagnostic testing feature (non-CEC compliant)[15,16]
E10WLCP	EM Self-Diagnostic battery pack, 10W Constant Power, CEC compliant[15]
CP	Chicago plenum[17]
BGTD	Bodine Generator Transfer Device[18]
PWS1836	6' pre-wire, 3/8" diameter, 18 gauge, 1 circuit
PWS1846	6' pre-wire, 3/8" diameter, 18 gauge, 2 circuit
PWS1846 PWSLV	Two cables: one 6' pre-wire, 3/8" diameter, 18 gauge, 2 circuits; one 6' pre-wire, 3/8" diameter, 18 gauge, purple and gray[19]
PWS1856LV	6' pre-wire, 3/8" diameter, 18 gauge, 1 circuit w/low voltage purple and grey wires[19]
GLR	Fast-blowing fuse[20]
GMF	Slow-blowing fuse[20]
NPLT	Narrow pallet
RRL_	RELOC®-ready luminaire[21]
LATC	Earthquake clip
DWAM	Anti-Microbial paint
JP32	Job packaging
IP5X	Gasketed diffuser compartment to meet IP5X rating[22]

Non-Configurable BLT

Stock/MTO	Catalog Description *	UPC	Lumens	Wattage	LPW	Color Temperature	Voltage	Pallet Qty
Stock	2BLT2 33L ADP LP835	00190887529708	3332	26	127	3500K/82 CRI	120-277	52
	2BLT2 33L ADP LP840	00190887529739	3385	26	129	4000K/82CRI	120-277	52
	2BLT2 33L ADP EL14L LP835	00190887529890	3332	26	127	3500K/82CRI	120-277	52
	2BLT2 33L ADP EL14L LP840	00190887529937	3385	26	129	4000K/82CRI	120-277	52
MTO	2BLT2 33L ADP 347 LP835		3332	26	127	3500K/82 CRI	347	52
	2BLT2 33L ADP 347 LP840		3385	26	129	4000K/82CRI	347	52

*Generic 0-10V Dimming to 10%.

Notes and Accessories next page

LED: One Lithonia Way Conyers, GA 30012 Phone: 800-858-7763 www.lithonia.com

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Notes

1 Consult factory for airflow data.
2 Approximate lumen output.
3 All versions may not achieve 125+ LPW. Refer to photometry on www.acuitybrands.com.
4 Air supply/return option, 90 CRI, and versions with integral sensor trim rings may not achieve 125 LPW.
5 All versions may not achieve 130+ LPW. Refer to photometry on www.acuitybrands.com.
6 Air supply/return option, 90 CRI, and versions with integral sensor trim rings may not achieve 130 LPW.
7 Not available with SLD EL7L, or EL14L options.
8 GZ1 and GZ10 not available with any Control or Sensor options
9 Not available with N80, N80EMG, N100, N100EMG, NLTAIR2, or occupancy control.
10 nLight EMG option requires a connection to existing nLight network. Power is provided from a separate N80 or N100 enabled fixture.
11 Must order with RES7, RES7PDT or Rio module. Must order with EZ1 driver.
12 Must specify diffuser with trim rings. See sensor options on page 4.
13 Requires N80, N80EMG, N100, or N100EMG. Must order with EZ1 driver.
14 Only available with EZ1 driver option. 0-10v dimming wires not accessible via access plate.
15 When using pre-wire option, use PWS1846 or PWS1846 PWSLV.
16 For more information, please see the PSSD2 specification sheet.
17 Not available with N80, N80EMG, N100, or N100EMG.
18 Must specify voltage. Requires BSE labeling, voltage specific. Consult factory for options.
19 Not available with nLight wired/wireless network or individual controls.
20 Must specify voltage, 120 or 277, with GLR and GFM fusing.
21 For ordering logic consult RRL_2013.
22 Not available with air supply/return or Wired Networking (NES_) and Individual Control (MSD_) sensors.

Accessories: *Order as separate catalog number.*

DGA22	Drywall grid adapter for 2x2 recessed fixture
2X2SMK	Surface Mount Troffer Kit

nLight® Wired Control Accessories:
Order as separate catalog number. Visit www.acuitybrands.com/products/controls/nlight.

WallPod stations	**Model number**	**Occupancy sensors**	**Model number**
On/Off	nPODM [color]	Small motion 360°, ceiling (PIR / dual tech)	nCM 9 RJB / nCM PDT 9 RJB
On/Off & raise/lower	nPODM DX [color]	Large motion 360°, ceiling (PIR / dual tech)	nCM10 RJB / nCM PDT 10 RJB
Graphic touchscreen	nPOD GFX [color]	Wall switch with raise/lower	nWSX PDT LV DX [color]
Photocell controls	**Model number**	**Cat-5 cable (plenum rated)**	**Model number**
Full range dimming	nCM ADCX RJB	10' cable	CAT5 10FT J1
		30' cable	CAT5 30FT J1

nLight® AIR Control Accessories:
Order as separate catalog number. Visit www.acuitybrands.com/products/controls/nlightair.

Wall switches	**Model number**
On/Off single pole	rPODB [color] G2
On/Off two pole	rPODB 2P [color] G2
On/Off & raise/lower single pole	rPODB DX [color] G2
On/Off & raise/lower two pole	rPODB 2P DX [color] G2
On/Off & raise/lower single pole	rPODBZ DX WH G2

rCMS[1] — **Example: RCMS PDT 10 AR G2**

Series / Detection	**Power Supply[1]**	**Occupancy Detection**	**Lens (Required)**	**Operating Mode**	**Generation**
RCMS nLight AIR occupancy and daylight sensor	[blank] Power Supply ordered separately PS 150 Standard 150 mA Power Supply	[blank] PIR Detection PDT Dual Tech PIR/ Microphonics	10 Large Motion/ Extended Range 360° 9 Small Motion/ Extended Range 360° 6 High Bay 360° Lens	[BLANK] None AR Auxiliary Relay	G2 Generation 2 compatibility

Notes

1 RCMS requires low voltage power from either RPP20 DS 24V G2 or PS150.

Replacement Parts: *Order as separate catalog number.*

*247WJV	2DBLT24 ADP LENS ASSEMBLY	2 ft. replacement lens
*249P2P	2DBLT24 SDP LENS ASSEMBLY	2 ft. replacement lens
*249P2W	2DBLT24 ADSM LENS ASSEMBLY	2 ft. replacement lens
*249P32	2DBLT24 SDSM LENS ASSEMBLY	2 ft. replacement lens
*237LT1	2DBLT24 ADPT LENS ASSEMBLY	2 ft. replacement lens
*237LT3	2DBLT24 SDPT LENS ASSEMBLY	2 ft. replacement lens
*237LT5	2DBLT24 ADSMT LENS ASSEMBLY	2 ft. replacement lens
*237LT7	2DBLT24 SDSMT LENS ASSEMBLY	2 ft. replacement lens
*237LT9	2DBLT24 ADPT SENSOR LENS ASSEMBLY	2 ft. replacement lens
*237M4Y	2DBLT24 SDPT SENSOR LENS ASSEMBLY	2 ft. replacement lens
*237M57	2DBLT24 ADSMT SENSOR LENS ASSEMBLY	2 ft. replacement lens
*237M5H	2DBLT24 SDSMT SENSOR LENS ASSEMBLY	2 ft. replacement lens

LED: One Lithonia Way Conyers, GA 30012 Phone: 800-858-7763 www.lithonia.com

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2BLT Volumetric Recessed Lighting 2'x2'

Sensor Options					
Option	Automatic Dimming Photocell	Occupancy Sensing		nLight Wired Networking	nLight AIR Networking
		PIR	PDT		
MSD7ADCX	X	X			
MSDPDT7ADCX	X		X		
NES7		X		X	
NES7ADCX	X	X		X	
NESPDT7			X	X	
NESPDT7ADCX	X		X	X	
RES7	X	X			X
RESPDT7	X	X	X		X

Basic nLight Zone

Integrated Sensor with Individual Control

The MSD7ADCX PIR occupancy sensor/automatic dimming photocell is ideal for areas without obstructions and where daylight harvesting may be desired. Suggested applications include, but not limited to, hallways, corridors, storage rooms, and breakrooms or other areas where people are typically moving.

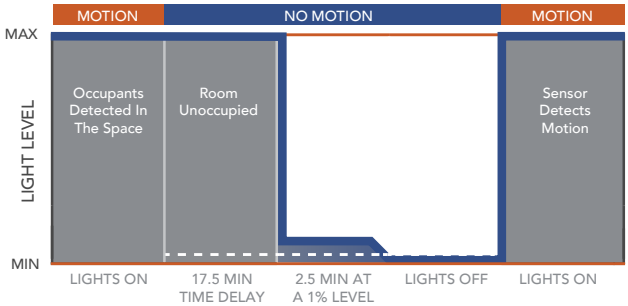
The MSDPDT7ADCX PIR/Microphonics Dual Tech occupancy sensor/automatic dimming photocell is ideal for areas with obstructions and where daylight harvesting is desired. Suggested applications include, but not limited to, open offices, private offices, classrooms, public restrooms, and conference rooms.

nLight Wired Networking

The nES 7 is ideal for small rooms without obstructions or areas with primarily walking motion. Ideal areas include hallways, corridors, storage rooms, and breakrooms. Additionally, the NES7ADCX includes an integrated photocell, which enables daylight harvesting controls.

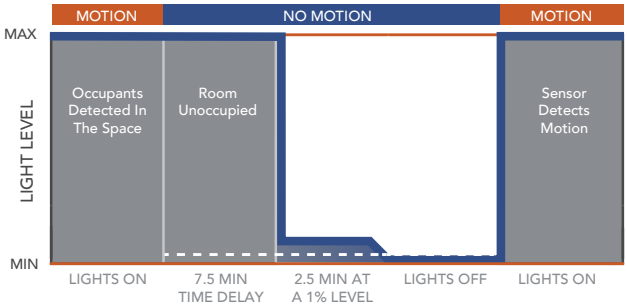
For areas like restrooms, private offices, open offices, conference rooms or any space with obstructions, the nES PDT 7 dual technology sensor is recommended. The nES PDT 7 utilizes both PIR (passive infrared) and Microphonics technologies to detect occupancy. Additionally, the NESPDT7ADCX includes an integrated photocell, which enables daylight harvesting controls which is ideal for areas where windows are present.

Sequence of Operation



*The presetting on the automatic dimming photocell is 5fc.

Sequence of Operation



*The presetting on the automatic dimming photocell is 5fc.

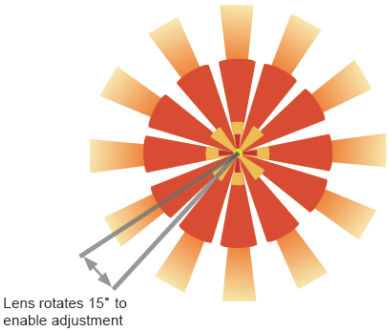
Sensor Coverage Pattern
Mini 360° Lens

- Recommended for walking motion detection from mounting heights between 8 ft (2.44 m) and 20 ft (6.10 m)
- Initial detection of walking motion along sensor axes at distances of 2x the mounting height up to 15 ft (4.57 m) and
- 1.75x up to 20 ft (6.10 m).
- Provides 12 ft (3.66 m) radial detection of small motion when mounted at 9 ft (2.74 m)
- Initial detection will occur earlier when walking across sensor's field of view than when walking directly at sensor

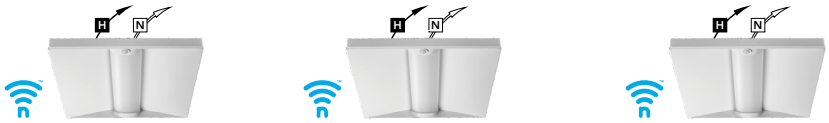
nLight AIR Wireless

nLight AIR is the ideal solution for retrofit or new construction spaces where adding additional wiring can be labor intensive and nLight AIR is available with or without an integral sensor. The integrated RES7 or RES7PDT smart sensors are part of each luminaire in the nLight AIR network, which can be grouped to control multiple luminaires. The granularity of control with the digital PIR occupancy detection and daylight sensing makes a great solution for any application.

9 FT Mounting



5.5	18
4.6	15
3.7	12
2.7	9
1.8	6
0.9	3
0 m	0 ft
0.9	3
1.8	6
2.7	9
3.7	12
4.6	15
5.5	18



BLT Series

Simple as 1,2,3

1. Install the nLight® AIR fixtures with embedded smart sensor
2. Install the wireless battery-powered wall switch
3. With CL**AIR**ITY app, pair the fixtures with the wall switch and if desired, customize the sensor settings for the desired outcome

nLight AIR rPODB 2P DX G2 Mobile Device

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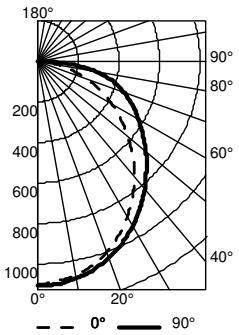
PHOTOMETRICS

2BLT2 33L ADP LP835, 3332 delivered lumens, test no. ISF36900P19, tested in accordance to IESNA LM-79



CP Summary

	0°	90
0°	1103	1103
5°	1090	1104
15°	1042	1064
25°	946	989
35°	817	881
45°	664	757
55°	500	634
65°	340	517
75°	177	383
85°	40	164
90	1	14

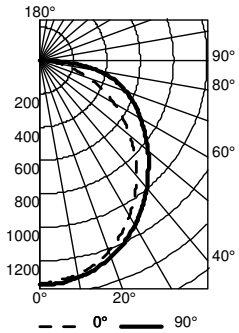
Coefficients of Utilization

RCR (pf / pc / pw)	80% 70%	80% 50%	80% 30%	70% 50%	70% 30%	70% 10%	50% 50%	50% 30%	50% 10%
0	119	119	119	116	116	116	111	111	111
1	108	102	97	100	96	92	96	92	89
2	97	88	81	86	80	74	83	77	72
3	88	77	69	76	68	61	72	66	60
4	81	68	59	67	58	52	64	57	51
5	74	61	51	60	51	44	57	50	44
6	68	55	45	54	45	39	52	44	38
7	63	50	40	49	40	34	47	39	34
8	59	45	36	44	36	30	43	36	30
9	55	41	33	41	33	27	40	32	27
10	52	38	30	38	30	25	37	30	25

Zonal Lumen Summary

Zone	Lumens	% Lamp	% Fixture
0° - 30°	853	25.6	25.6
0° - 40°	1390	41.7	41.7
0° - 60°	2466	74.0	74.0
0° - 90°	3330	100.0	100.0
90° - 120°	2	0.0	0.0
90° - 130°	2	0.0	0.0
90° - 150°	2	0.0	0.0
90° - 180°	2	0.0	0.0
0° - 180°	3332	100.0	100.0

2BLT2 40L ADP LP835, 4041 delivered lumens, test no. ISF36900P35, tested in accordance to IESNA LM-79



CP Summary

	0°	90
0°	1338	1338
5°	1322	1339
15°	1263	1291
25°	1148	1199
35°	991	1069
45°	805	918
55°	607	769
65°	412	627
75°	214	465
85°	48	199
90	1	17

Coefficients of Utilization

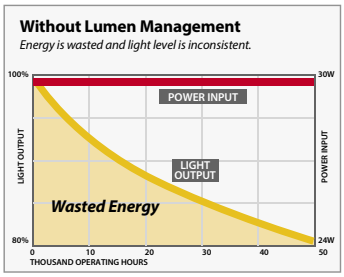
RCR (pf / pc / pw)	80% 70%	80% 50%	80% 30%	70% 50%	70% 30%	70% 10%	50% 50%	50% 30%	50% 10%
0	119	119	119	116	116	116	111	111	111
1	108	102	97	100	96	92	96	92	89
2	97	88	81	86	80	74	83	77	72
3	88	77	69	76	68	61	72	66	60
4	81	68	59	67	58	52	64	57	51
5	74	61	51	60	51	44	57	50	44
6	68	55	45	54	45	39	52	44	38
7	63	50	40	49	40	34	47	39	34
8	59	45	36	44	36	30	43	36	30
9	55	41	33	41	33	27	40	32	27
10	52	38	30	38	30	25	37	30	25

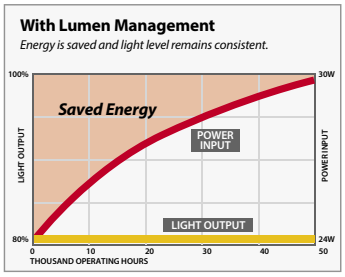
Zonal Lumen Summary

Zone	Lumens	% Lamp	% Fixture
0° - 30°	1035	25.6	25.6
0° - 40°	1686	41.7	41.7
0° - 60°	2991	74.0	74.0
0° - 90°	4039	100.0	100.0
90° - 120°	2	0.0	0.0
90° - 130°	2	0.0	0.0
90° - 150°	2	0.0	0.0
90° - 180°	2	0.0	0.0
0° - 180°	4041	100.0	100.0

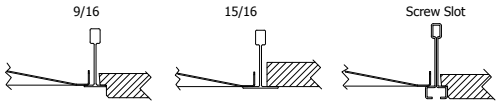
Constant Lumen Management

Enabled by the embedded nLight control, the BLT actively tracks its run-time and manages its light source such that constant lumen output is maintained over the system life. Referred to as lumen management, this feature eliminates the energy waste created by the traditional practice of over-lighting.





MOUNTING DATA	
Ceiling Type	**Appropriate Trim Type**
Exposed grid tee (1' and 9/16")	G
Concealed grid tee	G
Plaster or plasterboard	G*



*DGA accessory available to provide ceiling trim flange and fixture support for plaster or plasterboard ceiling. Recommended rough-in dimensions for DGA installation is 24-3/4" x 24-3/4" (Tolerance is +1/8", -0").

How to Estimate Delivered Lumens in Emergency Mode

Use the formula below to estimate the delivered lumens in emergency mode

Delivered Lumens = 1.25 x P x LPW

P = Ouput power of emergency driver. P = 10W for E10WLCP option.

LPW = Lumen per watt rating of the luminaire. This information is available on the ABL luminaire spec sheet. LPW = Lumen per watt rating of the luminaire. LPW information available in Performance Data section.

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Performance Data					
Model Number	**Lumens**	**LPW**	**Watts**	**DLC Listing**	**DLC ID**
2BLT2 20L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	2065.45	124.06	16.64	Premium	PM92196A
2BLT2 20L ADP EZ1 (GZ10) LP835 [All Options]	2033	126.58	16.06	Premium	P6445UVD
2BLT2 20L ADP GZ1 LP835 [All Options]	2033	122.11	16.64	standard	PLNK6MX8
2BLT2 20L ADPT EZ1 (GZ10) LP840 [All Options]	2037.91	126.89	16.06	Premium	PYX15QEQ
2BLT2 20L ADPT GZ1 LP835 [All Options]	2005.89	120.49	16.64	standard	P40HQGLB
2BLT2 20L ADPT GZ1 LP840 [All Options]	2037.91	122.41	16.64	standard	PB3HB9AK
2BLT2 33L ADP EZ1 (GZ1, GZ10) LP835 [All Options]	3332	124.92	26.67	Premium	PHSXHE8F
2BLT2 33L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	3385.19	126.91	26.67	Premium	PD18CKQ8
2BLT2 33L ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	3340.05	125.22	26.67	Premium	PF98CZ2H
2BLT2 33L ADPT EZ1 (GZ10) LP835 [All Options]	3287.57	125.14	26.27	Premium	PTKZR9WQ
2BLT2 33L ADPT GZ1 LP835 [All Options]	3287.57	123.25	26.67	standard	PTN5023N
2BLT2 40L ADP EZ1 (GZ1, GZ10) LP835 [All Options]	4041	127.35	31.73	Premium	P1XWW9GV
2BLT2 40L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	4105.51	129.38	31.73	Premium	PHCQ2CQF
2BLT2 40L ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	3987.12	125.65	31.73	Premium	PW6RMMJ4
2BLT2 40L ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	4050.77	127.65	31.73	Premium	P5YYDAA8
2BLT2 48L ADP EZ1 (GZ1, GZ10) LP835 [All Options]	4800	109.9	43.67	standard	PJRH1R1G
2BLT2 48L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	4876.63	111.66	43.67	standard	P8G93YOK
2BLT2 48L ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	4736	108.44	43.67	standard	PITU3V6X
2BLT2 48L ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	4811.61	110.17	43.67	standard	P5X2XU76

DLC information is subject to change, for the most up-to-date information please refer to www.dlc.org. Above listings do not cover 347v or SLD.

HE Performance Data					
Model Number	**Lumens**	**LPW**	**Watts**	**DLC Listing**	**DLC ID**
2BLT2 20LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	1948	130.59	14.91	Premium	PUQCZNQI
2BLT2 20LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	1979.1	132.67	14.91	Premium	PJCZRW21
2BLT2 20LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	1952.71	130.9	14.91	Premium	PLC4RF4L
2BLT2 33LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	3392	137.3	24.7	Premium	PXXZN9PH
2BLT2 33LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	3446.15	139.5	24.7	Premium	PKPJYYRF
2BLT2 33LHE ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	3346.77	135.47	24.7	Premium	PZC8BZSS
2BLT2 33LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	3400.2	137.64	24.7	Premium	PM5G8AFU
2BLT2 40LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	4118	133.71	30.79	Premium	PJ55XFFP
2BLT2 40LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	4183.74	135.85	30.79	Premium	PEGFHPZD
2BLT2 40LHE ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	4063.09	131.93	30.79	Premium	P8E16E9B
2BLT2 40LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	4127.96	134.04	30.79	Premium	PFRSSSVG
2BLT2 48LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	4845	128	37.85	Premium	P558XUZP
2BLT2 48LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	4922.35	130.04	37.85	Premium	P1863H56
2BLT2 48LHE ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	4780.4	126.29	37.85	Premium	PHPTG5M8
2BLT2 48LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	4856.71	128.31	37.85	Premium	PBKN954Z

DLC information is subject to change, for the most up-to-date information please refer to www.dlc.org. Above listings do not cover 347v or SLD.

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LITHONIA LIGHTING®

Catalog Number	
Notes	
Type	

BLT Series LED

2BLT4

2' x 4'
LED

FEATURES & SPECIFICATIONS

INTENDED USE —The BLT Best-in-Value Low Profile LED luminaire features a popular center basket design that offers a clean, versatile style and volumetric distribution. High efficacy LED light engines deliver energy savings and low maintenance compared to traditional sources. An extensive selection of configurations and options make the BLT the perfect choice for many lighting applications including schools, offices and other commercial spaces, retail, hospitals and healthcare facilities. The low profile BLT design (2-3/8") also makes it an excellent choice for renovation projects.

CONSTRUCTION — BLT enclosure components are die-formed for dimensional consistency and painted after fabrication with a polyester powder paint for improved performance and protection.

The reflector is finished with a high reflective matte white powder paint for improved aesthetics and increased light diffusion.

End plates contain easy-to-position integral T-bar clips for securely attaching the luminaire to the T-grid. For additional T-grid security, optional screw on T-bar clips are available.

Diffusers are extruded from impact modified acrylic for increased durability.

LED boards and drivers are accessible from the plenum.

OPTICS — Volumetric illumination is achieved by creating an optimal mix of light to walls, partitions and vertical and horizontal work surfaces – rendering the interior space, objects and occupants in a more balanced, complimentary luminous environment. High performance extruded acrylic diffusers conceal LEDs and efficiently deliver light in a volumetric distribution. Four diffuser choices available - curved and square designs with linear prisms or a smooth frosted finish.

ELECTRICAL — Long-life LEDs, coupled with high-efficiency drivers, provide superior quantity and quality of illumination for extended service life. 80% LED lumen maintenance at 60,000 hours (L80/60,000). Color Variation within 3-step MacAdam ellipse (3SDCM).

Non-Configurable BLT: Generic 0-10 volt dimming driver. Dims to 10%

Configurable BLT: available in High Efficiency (HE) versions for applications where a lower wattage (over the standard product) is required. The High Efficiency versions deliver >130 LPW and can be specified via the Lumen Package designations in the Ordering Information below.

eldoLED driver options deliver choice of dimming range, and choices for control, while assuring flicker-free, low-current inrush, 89% efficiency and low EMI.

Optional integrated nLight® controls make each luminaire addressable - allowing it to digitally communicate with other nLight enabled controls such as dimmers, switches, occupancy sensors and photocontrols. Connection to nLight is simple. It can be accomplished with integrated nLight AIR wireless RIO, RES7 sensors, or through standard Cat-5 cabling. nLight offers unique plug-and-play convenience as devices and luminaires automatically discover each other and self-commission. nLight AIR is commissioned easily through an intutitive mobile app.

Lumen Management: Unique lumen management system (option N80) provides on board intelligence that actively manages the LED light source so that constant lumen output is maintained over the system life, preventing the energy waste created by the traditional practice of over-lighting.

Step-level dimming option allows system to be switched to 50% power for compliance with common energy codes while maintaining fixture appearance.

Driver disconnect provided where required to comply with US and Canadian codes.

SENSOR— Integrated sensor (individual control): Sensor Switch MSD7ADCX ((Passive infrared (PIR)) or MSDPDT7ADCX ((PIR/Microphonics Dual Tech (PDT)) integrated occupancy sensor/automatic dimming photocell allows the luminaire to power off when the space is unoccupied or enough ambient light is entering the space. See page 4 for more details on the integrated sensor.

Integrated Sensor (nLight Wired Networking): This sensor is nLight-enabled, meaning it has the ability to communicate over an nLight network. When wired, using CAT-5 cabling, with other nLight-enabled sensors, power packs, or WallPods, an nLight control zone is created. Once linked to a Gateway, directly or via a Bridge, the zone becomes capable of remote status monitoring and control via SensorView software. See page 4 for the nLight sensor options.

Integrated Smart Sensor (nLight Air Wireless Platform): The RES7 sensor is nLight AIR enabled, meaning it has the ability to communicate over the wireless nLight control platform. It is available with an automatic dimming photocell, and either a digital PIR or a microphonics (PDT) dual technology occupancy sensor. It pairs to other luminairs and wall switches through our mobile app, CL***AIR***ITY, which allows for simple sensor adjustment. See page 4 for more details on the Integrated Smart Sensor.

INSTALLATION — The BLT's low profile design of only 2-3/8" provides increased installation flexibility especially in restrictive plenum applications. The BLT fits into standard 15/16" and narrow 9/16" T-grid ceiling systems.

Suitable for damp location.

For recessed mounting in hard ceiling applications, Drywall Grid Adapters (DGA) are available as an accessory. See Accessories section.

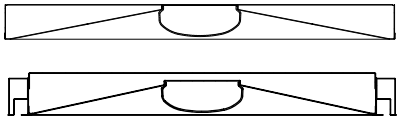
LISTINGS — CSA Certified to meet U.S. and Canadian standards. IC rated.
DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY — 5-year limited warranty. Complete warranty terms located at:
www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

NOTE: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

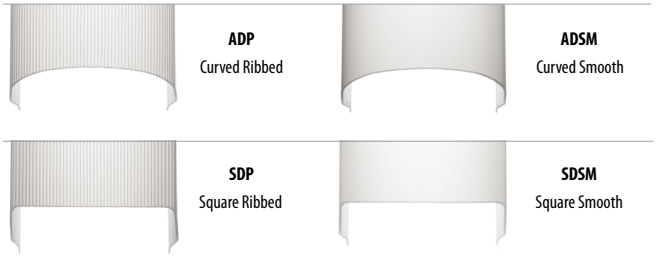
Specifications

Length: 47-3/4 (121.2)
Width: 23-3/4 (60.3)
Depth: 2-3/8 (6.0)
Depth with Air supply/return: 2-3/4 (6.9)



All dimensions are inches (centimeters) unless otherwise specified.

Multiple Diffuser Options



A+ Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and out-of-the-box control compatibility with simple commissioning.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is part of an A+ Certified solution for nLight® control networks when ordered with drivers marked by a shaded background*
- This luminaire is part of an A+ Certified solution for nLight control networks, providing advanced control functionality at the luminaire level, when selection includes driver and control options marked by a shaded background*

To learn more about A+, visit www.acuitybrands.com/aplus.

*See ordering tree for details

2BLT Volumetric Recessed Lighting 2'x4'

A+ Capable options indicated by this color background.

ORDERING INFORMATION Lead times will vary depending on options selected. Consult with your sales representative.

Example: 2BLT4 40L ADP EZ1 LP840

2BLT4

Series	Air function	Lumens[2]		Diffuser	Voltage	Driver	Color temperature
2BLT4 2x4 BLT	(blank) Static A Air supply/ return[1]	**Standard efficiency (>100 LPW)** 30L 3000 40L 4000 48L 4800 60L 6000 72L 7200 85L 8500 100L 10000 120L 12000	**High efficiency[3,4] (>130 LPW)** 30LHE 3000 40LHE 4000 48LHE 4800 60LHE 6000 72LHE 7200 85LHE 8500	ADP Curved, linear prisms ADSM Curved, smooth SDP Square, linear prisms SDSM Square, smooth **Includes trim rings to match sensored version** ADPT Curved, linear prisms ADSMT Curved, smooth SDPT Square, linear prisms SDSMT Square, smooth	(blank) MVOLT 120 120V 277 277V 347 347V[5]	EZ1 eldoLED dims to 1% (0-10 volt dimming) GZ1 Dims to 1% (0-10V dimming)[6] GZ10 Dims to 10% (0-10V dimming)[6] SLD Step-level dimming[7]	LP830 82CRI, 3000 K LP835 82CRI, 3500 K LP840 82CRI, 4000 K LP850 82CRI, 5000 K LP930 90CRI, 3000K LP935 90CRI, 3500K LP940 90CRI, 4000K LP950 90CRI, 5000K

nLight Interface	Control[10]		Options
nLight Wired (blank) no nLight ® interface N80 nLight with 80% lumen management N80EMG nLight with 80% lumen management For use with generator supply EM power[8] N100 nLight without lumen management N100EMG nLight without lumen management For use with generator supply EM power[8] **nLight Wireless** (blank) no nLight ® interface NLTAIR2 nLight AIR Generation 2 enabled[9]	**nLight Wired** (blank) No sensor control NES7 nLight™ nES 7 PIR integral occupancy sensor[11] NESPDT7 nLight™ nES PDT 7 dual technology integral occupancy control[11] NES7ADCX nLight™ nES 7 ADCX PIR integral occupancy sensor with automatic dimming photocell[11] NESPDT7ADCX nLight™ nES PDT 7 dual technology integral occupancy sensor with automatic dimming photocell[11] **nLight Wireless** RES7 nLight AIR PIR integral occupancy sensor with automatic dimming photocell for Networking Capabilities RES7PDT nLight AIR microphonics dual technology occupancy sensor with automatic dimming photocell RIO nLight AIR radio module without sensor	**Individual Control** MSD7ADCX PIR integral occupancy sensor with automatic dimming control photocell[12] MSDPDT7ADCX PDT integral occupancy sensor with automatic dimming control photocell[12]	EL7L 700 lumen battery pack (non-CEC compliant)[13] EL14L 1400 lumen battery pack (non-CEC compliant)[13] EL14LSD 1400 lumen battery pack with self-diagnostic testing feature (non-CEC compliant)[13,14] E10WLCP EM Self-Diagnostic battery pack, 10W Constant Power, CEC compliant[13] CP Chicago plenum[15] BGTD Bodine Generator Transfer Device[16] PWS1836 6′ pre-wire, 3/8″ diameter, 18 gauge, 1 circuit PWS1846 6′ pre-wire, 3/8″ diameter, 18 gauge, 2 circuit PWS1846 PWSLV Two cables: one 6' pre-wire, 3/8″ diameter, 18 gauge, 2 circuits; one 6' pre-wire, 3/8″ diameter, 18 gauge, purple and gray[17] PWS1856LV 6′ pre-wire, 3/8″ diameter, 18 gauge, 1 circuit w/low voltage purple and grey wires[17] GLR Fast-blowing fuse[18] GMF Slow-blowing fuse[18] NPLT Narrow pallet RRL_ RELOC®-ready luminaire[19] LATC Earthquake clip DWAM Anti-Microbial paint JP16 Job packaging IP5X Gasketed diffuser compartment to meet IP5X rating[20]

Accessories next page

Notes

1 Consult factory for airflow data.
2 Approximate lumen output.
3 All versions may not achieve 130+ LPW. Refer to photometry on www.acuitybrands.com.
4 Air supply/return option, 90 CRI, and versions with integral sensor trim rings may not achieve 130 LPW.
5 Not available with SLD, EL7L, EL14L, or E10WLCP options.
6 GZ1 and GZ10 not available with any Control or Sensor options
7 Not available with N80, N80EMG, N100, N100EMG, NLTAIR, or occupancy control.
8 nLight EMG option requires a connection to existing nLight network. Power is provided from a separate N80 or N100 enabled fixture.
9 Must order with RES7, RES7PDT, or RIO module. Only available with EZ1 driver. Not available with 85L, 100L, or 120L options.
10 Must specify diffuser with trim rings. See sensor options on page 4.
11 Requires N80, N80EMG, N100, or N100EMG. Only available with EZ1 driver.
12 Only available with EZ1 driver option. 0-10v dimming wires not accessible via access plate.
13 When using pre-wire option, use PWS1846 or PWS1846 PWSLV.
14 For more information, please see the PSSD2 specification sheet.
15 Not available with N80, N80EMG, N100, or N100EMG.
16 Must specify voltage. Requires BSE labeling, voltage specific. Consult factory for options.
17 Not available with nLight wired/wireless network or individual controls.
18 Must specify voltage, 120 or 277, with GLR and GFM fusing.
19 For ordering logic consult RRL_2013.
20 Not available with air supply/return or Wired Networking (NES_) and Individual Control (MSD_) sensors.

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2BLT Volumetric Recessed Lighting 2'x4'

Non-Configurable BLT								
Stock/MTO	**Catalog Description ***	**UPC**	**Lumens**	**Wattage**	**LPW**	**Color Temperature**	**Voltage**	**Pallet Qty**
Stock	2BLT4 40L ADP LP835	00190887470789	4000	31	129	3500K/82 CRI	120-277	26
	2BLT4 40L ADP LP840	00190887470765	4063	31	131	4000K/82CRI	120-277	26
	2BLT4 48L ADP LP835	00190887468656	4960	38	131	3500K/82 CRI	120-277	26
	2BLT4 48L ADP LP840	00190887468649	5039	38	133	4000K/82CRI	120-277	26
	2BLT4 40L ADP EL14L LP835	00190887470925	4000	31	129	3500K/82 CRI	120-277	26
	2BLT4 40L ADP EL14L LP840	00190887470918	4063	31	131	4000K/82 CRI	120-277	26
	2BLT4 48L ADP EL14L LP835	00190887468670	4960	38	131	3500K/82 CRI	120-277	26
	2BLT4 48L ADP EL14L LP840	00190887468663	5039	38	133	4000K/82 CRI	120-277	26
MTO	2BLT4 40L ADP 347 LP835	00193047562188	4000	31	129	3500K/82 CRI	347	26
	2BLT4 40L ADP 347 LP840	00193047059183	4063	31	131	4000K/82CRI	347	26
	2BLT4 48L ADP 347 LP835	00193047562225	4960	38	131	3500K/82 CRI	347	26
	2BLT4 48L ADP 347 LP840	00193047686426	5039	38	133	4000K/82CRI	347	26

*Generic 0-10V Dimming to 10%.

Accessories: *Order as separate catalog number.*

DGA24	Drywall grid adapter for 2x4 recessed fixture
2X4SMK	Surface Mount Troffer Kit

nLight® Wired Control Accessories:
Order as separate catalog number. Visit www.acuitybrands.com/products/controls/nlight.

WallPod stations	**Model number**	**Occupancy sensors**	**Model number**
On/Off	nPODM [color]	Small motion 360°, ceiling (PIR / dual tech)	nCM 9 RJB / nCM PDT 9 RJB
On/Off & raise/lower	nPODM DX [color]	Large motion 360°, ceiling (PIR / dual tech)	nCM10 RJB / nCM PDT 10 RJB
Graphic touchscreen	nPOD GFX [color]	Wall switch with raise/lower	nWSX PDT LV DX [color]
Photocell controls	**Model number**	**Cat-5 cable (plenum rated)**	**Model number**
Full range dimming	nCM ADCX RJB	10' cable	CAT5 10FT J1
		30' cable	CAT5 30FT J1

nLight® AIR Control Accessories:
Order as separate catalog number. Visit www.acuitybrands.com/products/controls/nlightair.

Wall switches	**Model number**
On/Off single pole	rPODB [color] G2
On/Off two pole	rPODB 2P [color] G2
On/Off & raise/lower single pole	rPODB DX [color] G2
On/Off & raise/lower two pole	rPODB 2P DX [color] G2
On/Off & raise/lower single pole	rPODBZ DX WH G2

rCMS — **Example: RCMS PDT 10 AR G2**

Series / Detection	Power Supply[1]	Occupancy Detection	Lens (Required)	Operating Mode	Generation
RCMS nLight AIR occupancy and daylight sensor	[blank] Power Supply ordered separately PS 150 Standard 150 mA Power Supply	[blank] PIR Detection PDT Dual Tech PIR/ Microphonics	10 Large Motion/ Extended Range 360° 9 Small Motion/ Extended Range 360° 6 High Bay 360° Lens	[BLANK] None AR Auxiliary Relay	G2 Generation 2 compatibility

Notes
1 RCMS requires low voltage power from either RPP20 DS 24V G2 or PS150.

Replacement Parts: *Order as separate catalog number.*

*249P2N	2DBLT48 ADP LENS ASSEMBLY	4 ft. replacement lens
*249P2T	2DBLT48 SDP LENS ASSEMBLY	4 ft. replacement lens
*249P30	2DBLT48 ADSM LENS ASSEMBLY	4 ft. replacement lens
*249P33	2DBLT48 SDSM LENS ASSEMBLY	4 ft. replacement lens
*237LT2	2DBLT48 ADPT LENS ASSEMBLY	4 ft. replacement lens
*237LT4	2DBLT48 SDPT LENS ASSEMBLY	4 ft. replacement lens
*237LT6	2DBLT48 ADSMT LENS ASSEMBLY	4 ft. replacement lens
*237LT8	2DBLT48 SDSMT LENS ASSEMBLY	4 ft. replacement lens
*237LTA	2DBLT48 ADPT SENSOR LENS ASSEMBLY	4 ft. replacement lens
*237M52	2DBLT48 SDPT SENSOR LENS ASSEMBLY	4 ft. replacement lens
*237M5A	2DBLT48 ADSMT SENSOR LENS ASSEMBLY	4 ft. replacement lens
*237M5L	2DBLT48 SDSMT SENSOR LENS ASSEMBLY	4 ft. replacement lens

LED: One Lithonia Way Conyers, GA 30012 Phone: 800-858-7763 www.lithonia.com
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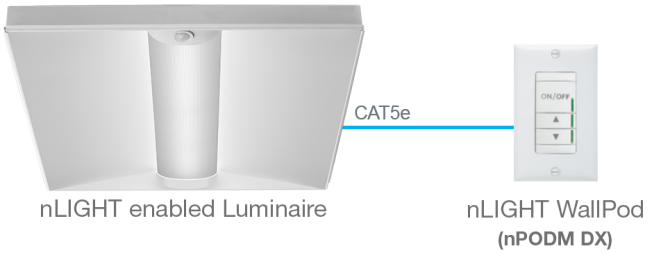
2BLT Volumetric Recessed Lighting 2'x4'

Sensor Options					
Option	Automatic Dimming Photocell	Occupancy Sensing		nLight Wired Networking	nLight AIR Networking
		PIR	PDT		
MSD7ADCX	X	X			
MSDPDT7ADCX	X		X		
NES7		X		X	
NES7ADCX	X	X		X	
NESPDT7			X	X	
NESPDT7ADCX	X		X	X	
RES7	X	X			X
RESPDT7	X	X	X		X

Basic nLight Zone



Integrated Sensor with Individual Control

The MSD7ADCX PIR occupancy sensor/automatic dimming photocell is ideal for areas without obstructions and where daylight harvesting may be desired. Suggested applications include, but not limited to, hallways, corridors, storage rooms, and breakrooms or other areas where people are typically moving.

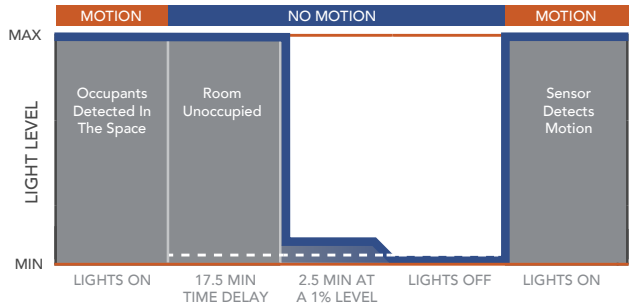
The MSDPDT7ADCX PIR/Microphonics Dual Tech occupancy sensor/automatic dimming photocell is ideal for areas with obstructions and where daylight harvesting is desired. Suggested applications include, but not limited to, open offices, private offices, classrooms, public restrooms, and conference rooms.

nLight Wired Networking

The nES 7 is ideal for small rooms without obstructions or areas with primarily walking motion. Ideal areas include hallways, corridors, storage rooms, and breakrooms. Additionally, the NES7ADCX includes an integrated photocell, which enables daylight harvesting controls.

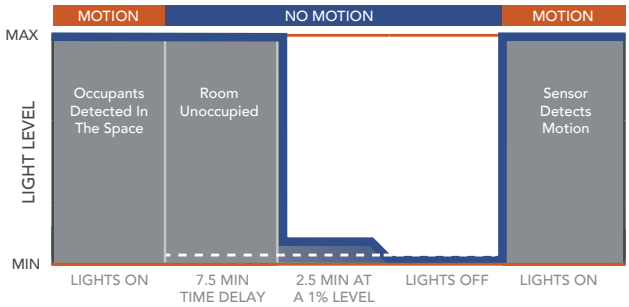
For areas like restrooms, private offices, open offices, conference rooms or any space with obstructions, the nES PDT 7 dual technology sensor is recommended. The nES PDT 7 utilizes both PIR (passive infrared) and Microphonics technologies to detect occupancy. Additionally, the NESPDT7ADCX includes an integrated photocell, which enables daylight harvesting controls which is ideal for areas where windows are present.

Sequence of Operation



*The presetting on the automatic dimming photocell is 5fc.

Sequence of Operation



*The presetting on the automatic dimming photocell is 5fc.

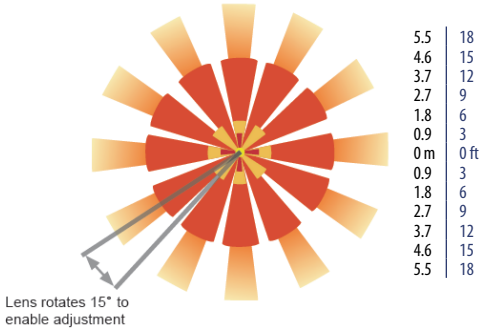
Sensor Coverage Pattern
Mini 360° Lens

- Recommended for walking motion detection from mounting heights between 8 ft (2.44 m) and 20 ft (6.10 m)
- Initial detection of walking motion along sensor axes at distances of 2x the mounting height up to 15 ft (4.57 m) and
- 1.75x up to 20 ft (6.10 m).
- Provides 12 ft (3.66 m) radial detection of small motion when mounted at 9 ft (2.74 m)
- Initial detection will occur earlier when walking across sensor's field of view than when walking directly at sensor

nLight AIR Wireless

nLight AIR is the ideal solution for retrofit or new construction spaces where adding additional wiring can be labor intensive and nLight AIR is available with or without an integral sensor. Integrated RES7 or RES7PDT smart sensors are part of each luminaire in the nLight AIR network, which can be grouped to control multiple luminaires. The granularity of control with the digital PIR occupancy detection and daylight sensing makes a great solution for any application.

9 FT Mounting



Simple as 1,2,3

1. Install the nLight® AIR fixtures with embedded smart sensor
2. Install the wireless battery-powered wall switch
3. With CLAIRITY app, pair the fixtures with the wall switch and if desired, customize the sensor settings for the desired outcome

LED: One Lithonia Way Conyers, GA 30012 Phone: 800-858-7763 www.lithonia.com

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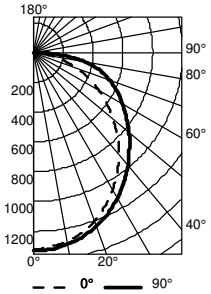
2BLT Volumetric Recessed Lighting 2'x4'

PHOTOMETRICS

2BLT4 40L ADP LP835, 4000 delivered lumens, test no. ISF36900P109, tested in accordance to IESNA LM-79



CP Summary

	0°	90
0°	1325	1325
5°	1309	1325
15°	1250	1278
25°	1136	1187
35°	981	1058
45°	797	909
55°	601	761
65°	408	621
75°	212	460
85°	48	197
90	1	17

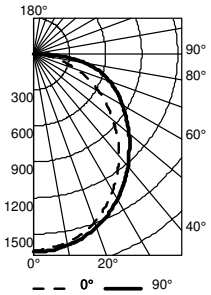
Coefficients of Utilization

RCR (pf / pc / pw)	80% 70% 30%	80% 50% 30%	80% 30% 30%	70% 50% 30%	70% 30% 30%	70% 30% 10%	50% 50% 30%	50% 30% 30%	50% 30% 10%
0	119	119	119	116	116	116	111	111	111
1	108	102	97	100	96	92	96	92	89
2	97	88	81	86	80	74	83	77	72
3	88	77	69	76	68	61	72	66	60
4	81	68	59	67	58	52	64	57	51
5	74	61	51	60	51	44	57	50	44
6	68	55	45	54	45	39	52	44	38
7	63	50	40	49	40	34	47	39	34
8	59	45	36	44	36	30	43	36	30
9	55	41	33	41	33	27	40	32	27
10	52	38	30	38	30	25	37	30	25

Zonal Lumen Summary

Zone	Lumens	% Lamp	% Fixture
0° - 30°	1024	25.6	25.6
0° - 40°	1669	41.7	41.7
0° - 60°	2960	74.0	74.0
0° - 90°	3998	100.0	100.0
90° - 120°	2	0.0	0.0
90° - 130°	2	0.0	0.0
90° - 150°	2	0.0	0.0
90° - 180°	2	0.0	0.0
0° - 180°	4000	100.0	100.0

2BLT4 48L ADP LP835, 4960 delivered lumens, test no. ISF 36900P117, tested in accordance to IESNA LM-79



CP Summary

	0°	90
0°	1643	1643
5°	1623	1644
15°	1550	1585
25°	1409	1472
35°	1217	1312
45°	988	1127
55°	745	943
65°	505	769
75°	263	571
85°	59	244
90	1	21

Coefficients of Utilization

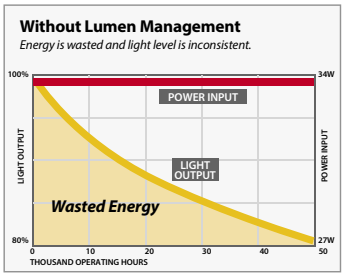
RCR (pf / pc / pw)	80% 70% 30%	80% 50% 30%	80% 30% 30%	70% 50% 30%	70% 30% 30%	70% 30% 10%	50% 50% 30%	50% 30% 30%	50% 30% 10%
0	119	119	119	116	116	116	111	111	111
1	108	102	97	100	96	92	96	92	89
2	97	88	81	86	80	74	83	77	72
3	88	77	69	76	68	61	72	66	60
4	81	68	59	67	58	52	64	57	51
5	74	61	51	60	51	44	57	50	44
6	68	55	45	54	45	39	52	44	38
7	63	50	40	49	40	34	47	39	34
8	59	45	36	44	36	30	43	36	30
9	55	41	33	41	33	27	40	32	27
10	52	38	30	38	30	25	37	30	25

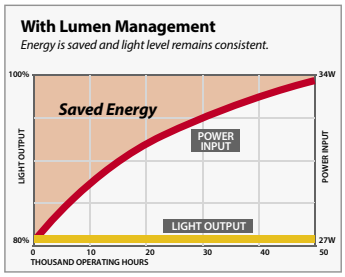
Zonal Lumen Summary

Zone	Lumens	% Lamp	% Fixture
0° - 30°	1270	25.6	25.6
0° - 40°	2070	41.7	41.7
0° - 60°	3671	74.0	74.0
0° - 90°	4957	100.0	100.0
90° - 120°	2	0.0	0.0
90° - 130°	2	0.0	0.0
90° - 150°	2	0.0	0.0
90° - 180°	2	0.0	0.0
0° - 180°	4960	100.0	100.0

Constant Lumen Management

Enabled by the embedded nLight control, the BLT actively tracks its run-time and manages its light source such that constant lumen output is maintained over the system life. Referred to as lumen management, this feature eliminates the energy waste created by the traditional practice of over-lighting.





How to Estimate Delivered Lumens in Emergency Mode

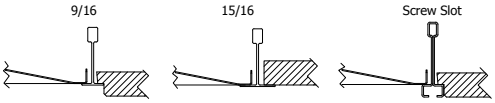
Use the formula below to estimate the delivered lumens in emergency mode

Delivered Lumens = 1.25 x P x LPW

P = Ouput power of emergency driver. P = 10W for E10WLCP option.

LPW = Lumen per watt rating of the luminaire. This information is available on the ABL luminaire spec sheet. LPW = Lumen per watt rating of the luminaire. LPW information available in Performance Data section.

MOUNTING DATA	
Ceiling Type	**Appropriate Trim Type**
Exposed grid tee (1' and 9/16")	G
Concealed grid tee	G
Plaster or plasterboard	G*



*DGA accessory available to provide ceiling trim flange and fixture support for plaster or plasterboard ceiling. Recommended rough-in dimensions for DGA installation is 24-3/4" x 48-3/4" (Tolerance is +1/8", -0").

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Performance Data					
Model Number	**Lumens**	**LPW**	**Watts**	**DLC Listing**	**DLC ID**
2BLT4 30L ADP EZ1 (GZ1, GZ10) LP835 [All Options]	2962	127.31	23.26	Premium	PWJDEMHS
2BLT4 30L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	3009.28	129.34	23.26	Premium	P18J5GLD
2BLT4 30L ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	2969.16	127.62	23.26	Premium	P3HB2XSG
2BLT4 40L ADP EZ1 (GZ1, GZ10) LP835 [All Options]	4000	126.22	31.69	Premium	PDWKYXFD
2BLT4 40L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	4063.86	128.23	31.69	Premium	PEYXAZWD
2BLT4 40L ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	3946.66	124.53	31.69	Premium	PS63CPK6
2BLT4 40L ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	4009.67	126.52	31.69	Premium	PK79UR9W
2BLT4 48L ADP EZ1 (GZ1, GZ10) LP835 [All Options]	4960	130.5	38	Premium	PJ9CK6C1
2BLT4 48L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	5039.18	132.58	38	Premium	P9W2R5AK
2BLT4 48L ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	4893.86	128.76	38	Premium	PPFKZU3U
2BLT4 48L ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	4971.99	130.82	38	Premium	PC8HMCH9
2BLT4 60L ADP EZ1 (GZ1, GZ10) LP835 [All Options]	6016	126.39	47.59	Premium	PSJ6QERM
2BLT4 60L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	6112.04	128.4	47.59	Premium	PVXQXPUV
2BLT4 60L ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	5935.78	124.7	47.59	Premium	PHT84BW4
2BLT4 60L ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	6030.55	126.69	47.59	Premium	PXV55BC8
2BLT4 72L ADP EZ1 (GZ10) LP840 [All Options]	7360.66	125.3	58.74	Premium	PSCZ22CB
2BLT4 72L ADP GZ1 LP835 [All Options]	7245	119.07	60.84	standard	PISHTCTS
2BLT4 72L ADP GZ1 LP840 [All Options]	7360.66	120.97	60.84	standard	PBERALG7
2BLT4 72L ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	7148.4	117.48	60.84	standard	PDQS3CYK
2BLT4 72L ADPT EZ1 (GZ10) LP840 [All Options]	7262.52	123.63	58.74	Premium	P2KKMMVN
2BLT4 72L ADPT GZ1 LP840 [All Options]	7262.52	119.36	60.84	standard	P10DUPC0
2BLT4 85L ADP EZ1 (GZ1, GZ10) LP835 [All Options]	8567	116.43	73.58	standard	PYD2GO6V
2BLT4 85L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	8703.77	118.28	73.58	standard	P8Z4IV4X
2BLT4 85L ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	8452.77	114.87	73.58	standard	PTZEW3QM
2BLT4 85L ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	8587.72	116.71	73.58	standard	P01DMEK9
2BLT4 100L ADP EZ1 (GZ1, GZ10) LP835 [All Options]	9837	103.14	95.36	standard	PGDES20R
2BLT4 100L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	9994.04	104.79	95.36	standard	P007CHGX
2BLT4 100L ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	9705.84	101.77	95.36	standard	PSZUQY7M
2BLT4 100L ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	9860.79	103.39	95.36	standard	P6V6X6HY
2BLT4 120L ADP EZ1 (GZ1, GZ10) LP835 [All Options]	11709	118.18	99.07	standard	PGM4Y7DP
2BLT4 120L ADP EZ1 (GZ1, GZ10) LP840 [All Options]	11895.9	120.07	99.07	standard	P00DDCG2
2BLT4 120L ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	11552.9	116.61	99.07	standard	PXM0FS09
2BLT4 120L ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	11737.3	118.47	99.07	standard	PJ4GEBZM

DLC information is subject to change, for the most up-to-date information please refer to www.dlc.org. Above listings do not cover 347v or SLD.

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HE Performance Data					
Model Number	**Lumens**	**LPW**	**Watts**	**DLC Listing**	**DLC ID**
2BLT4 30LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	3107	135.17	22.98	Premium	P7KEICW5
2BLT4 30LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	3156.6	137.33	22.98	Premium	PDOM06BH
2BLT4 30LHE ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	3065.57	133.37	22.98	Premium	P7PZAJDZ
2BLT4 30LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	3114.51	135.5	22.98	Premium	P2N23EBP
2BLT4 40LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	4085	138.56	29.48	Premium	P67P6S5Y
2BLT4 40LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	4150.21	140.77	29.48	Premium	P95UQD66
2BLT4 40LHE ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	4030.53	136.71	29.48	Premium	PC15DQEC
2BLT4 40LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	4094.88	138.89	29.48	Premium	PGRCSJ2T
2BLT4 48LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	4770	138.16	34.52	Premium	PXBJBGN8
2BLT4 48LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	4846.15	140.37	34.52	Premium	P5PQ5RRX
2BLT4 48LHE ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	4706.4	136.32	34.52	Premium	P2NK2H33
2BLT4 48LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	4781.53	138.5	34.52	Premium	PK8C1321
2BLT4 60LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	5894	135.12	43.61	Premium	PQZN176R
2BLT4 60LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	5988.09	137.28	43.61	Premium	PG5CYJUC
2BLT4 60LHE ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	5815.41	133.32	43.61	Premium	PZ72TAWM
2BLT4 60LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	5908.25	135.45	43.61	Premium	PRC4W72B
2BLT4 72LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	7149	135.94	52.58	Premium	PUB38GEQ
2BLT4 72LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	7263.13	138.11	52.58	Premium	P7GDHZTN
2BLT4 72LHE ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	7053.68	134.12	52.58	Premium	P5CC2VKV
2BLT4 72LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	7166.29	136.26	52.58	Premium	P6P1BKDM
2BLT4 85LHE ADP EZ1 (GZ1, GZ10) LP835 [All Options]	8158	128.96	63.25	Premium	PRTW6BXW
2BLT4 85LHE ADP EZ1 (GZ1, GZ10) LP840 [All Options]	8288.24	131.02	63.25	Premium	P6H1V2D6
2BLT4 85LHE ADPT EZ1 (GZ1, GZ10) LP835 [All Options]	8049.22	127.24	63.25	Premium	P1VG5TA3
2BLT4 85LHE ADPT EZ1 (GZ1, GZ10) LP840 [All Options]	8177.73	129.27	63.25	Premium	PN5BKJ6E

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EVERLINE®

Type:		Project:		Date:		Prepared by:	
Catalog #:							

High Efficiency T8 LED
Replacement Lamps

FEATURES

- 4': 1800 & 2200 lumen options
- High Efficiency operation
- Beam Angle: 240°
- Compatible with most T8 electronic ballasts, 120-277V and 347V
- No warm-up time, instant on
- Long Life: 50,000 hours (L70)
- No fixture rewiring required
- Glass construction for optimum optical efficiency.
- Reduces energy by up to 40%
- Full light down to -4°F
- RoHs Compliant – Mercury Free
- No UV emissions
- 5 Year limited lamp warranty
- Ideal for frequent on/off switching
- Compatible with Emergency Ballasts
- NSF Listed
- DesignLights Consortium® qualified on select models. Consult **www.designlights.org/QPL** for details

ORDERING GUIDE

Ordering Information										
Model Number	**Ordering Code**	**Length**	**Base**	**CRI**	**CCT**	**Lumens**	**Beam Angle**	**Pkg Qty**	**DLC®**	**UPC Code**
T8LDR2F8/835B	T8LDR2F8/835B25C	24"	G13	82	3500	1250	240°	25	Y	768386623045
T8LDR2F8/840B	T8LDR2F8/840B25C	24"	G13	82	4000	1250	240°	25	Y	768386623052
T8LDR2F8/850B	T8LDR2F8/850B25C	24"	G13	82	5000	1250	240°	25	Y	768386623069
T8LDR3F10/835B	T8LDR3F10/835B25C	36"	G13	82	3500	1400	240°	25	Y	768386686156
T8LDR3F10/840B	T8LDR3F10/840B25C	36"	G13	82	4000	1450	240°	25	Y	768386686163
T8LDR4F15/835B	T8LDR4F15/835B25C	48"	G13	82	3500	2200	240°	25	Y	768386623106
T8LDR4F15/840B	T8LDR4F15/840B25C	48"	G13	82	4000	2200	240°	25	Y	768386623113
T8LDR4F15/850B	T8LDR4F15/850B25C	48"	G13	82	5000	2200	240°	25	Y	768386623120
T8LDR4F11/835B	T8LDR4F11/835B25C	48"	G13	82	3500	1750	240°	25	Y	768386623076
T8LDR4F11/840B	T8LDR4F11/840B25C	48"	G13	82	4000	1800	240°	25	Y	768386623083
T8LDR4F11/850B	T8LDR4F11/850B25C	48"	G13	82	5000	1800	240°	25	Y	768386623090
T8LDR6U12/835B	T8LDR6U12/840B12C	U-22"	G13	82	3500	1700	240°	12	Y	76836651314
T8LDR6U12/840B	T8LDR6U12/840B12C	U-22"	G13	82	4000	1800	240°	12	Y	76836651321

- Lumens are nominal lumens with a .88 ballast factor ballast
* DLC does not offer a certification for 3ft LED tubes

ADDITIONAL SPECIFICATIONS

Lamp Type:	Linear T8 + U-Bend
Bulb:	T8
Base:	Medium Bi-Pin (G13)
Color Rendering Index (CRI):	82
Rated Life:	L70 @ 50000 hours

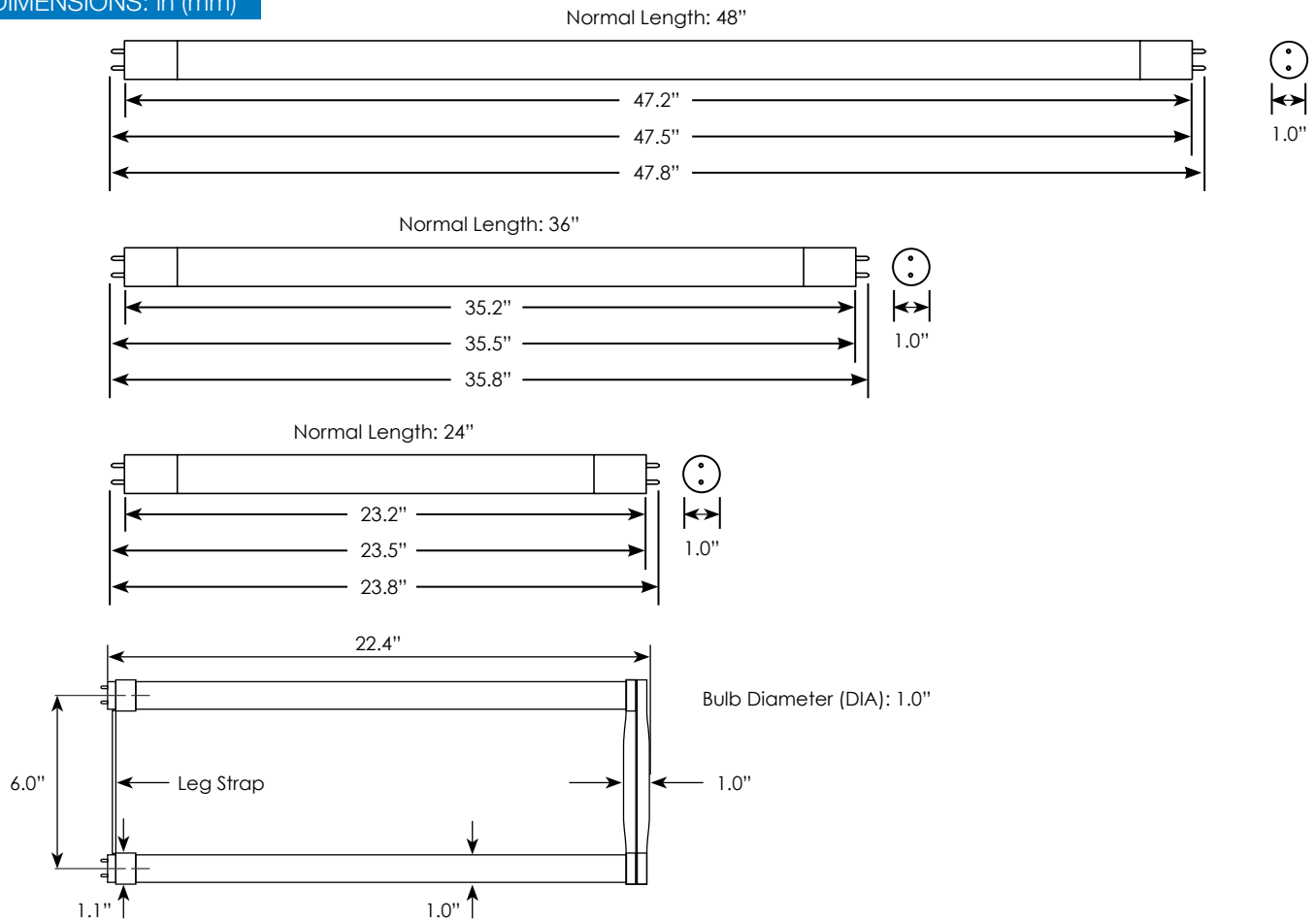
Ambient Temperature:	-4°F to 113°F
Beam Angle:	240°
EMI/RFI:	FCC Part 18 - Non-Consumer
Warranty *(Ballast Factor 1.0 and lower)*:	5 years
Warranty *(Ballast Factor greater than 1.0)*:	4 years

PERFORMANCE DATA

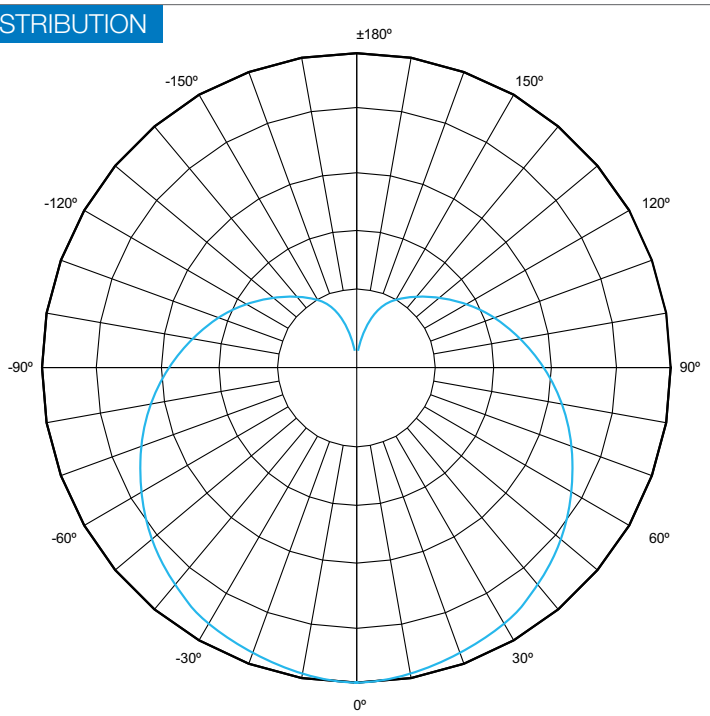
Average System Performance		Bare Lamp Data		Watts/Lamp Ballast Factor			Lumens/Lamp Ballast Factor		
Description	**Model Number**	**Power (Watts)**	**Efficacy (lm/W)**	**LBF (.77)**	**NBF (.88)**	**HBF (1.18)**	**LBF (.77)**	**NBF (.88)**	**HBF (1.18)**
T8LED 8W 1250LM 2FT	T8LDR2F8/8xxB	8	156	9.3	10.4	14.3	1125	1250	1625
T8LED 8W 1450LM 3FT	T8LDR3F0/840B	10	145	10.8	12	N/A	1305	1450	N/A
T8LED 15W 2200LM 4FT	T8LDR4F15/8xxB	15.0	146	15.8	17.5	24.1	1980	2200	2840
T8LED 11W 1800LM 4FT	T8LDR4F11/8xxB	11.5	156	12.5	13.9	20.4	1620	1800	2330
U-Bend 12W 1800LM	T8LDR6U12/8xxB	12.0	142	14	16	22	1500	1800	2400

- xx represents CCT, xx=35 is 3500K, xx=40 is 4000K, xx=50 is 5000K
- Average performance per lamp based on 4000K
- Performance will vary based on lamp quantity and actual ballast used
- Bare Lamp data is based on use with a .88 ballast factor ballast

DIMENSIONS: in (mm)



POLAR DISTRIBUTION



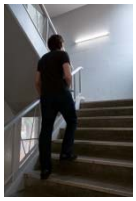
OPERATING NOTES:

- Lamp used as a direct replacement for fluorescent 4'
  T8 lamps with electronic ballasts only.
- Consult www.unvlt.com for compatible ballast list. Compatibility subject to change as additional ballasts are tested. Contact your Universal Lighting representative if you do not see your ballast on the compatibility list.
- Suitable for use in dry and damp environments
- Not for use with Magnetic ballasts
- Must follow installation guidelines provide with the lamp shipment.
- NSF Listed for Food Zone (Non-contact), Splash Zone, and Non-food Zone.

Type:
Project:

MOTUS – Dual Sensor Linear LED Strip

Ra83



IR Remote Shown

Specification:

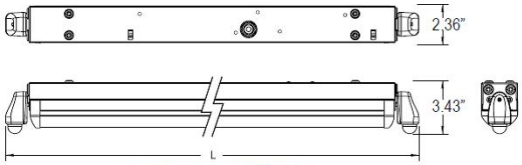
- Length: 2ft / 4ft
- Input Voltage: 120 ~ 277V
- PF: ≥ 0.9
- THD: < 20%
- CCT: 4000K & 5000K
- Operating Temp: -20 ~ 40°C
- Time delay is default at 5 minutes and is adjustable using optional remote
- Sensor range may field adjustable to 20ft, 30ft or 40ft via IR remote

Applications:

- Corridor
- Stairwell
- Hallway
- Storage Room

Features:

- Anti-Rust Coating
- Bi-Level Dimming
  Full-On/Standby: 100%/30%
- Adjustable Time Delay and Range Sensitivity via IR Remote
- High Efficiency
- Dual 360°/26ft Detection Zone Passive Infrared Sensor
- 5 Year Warranty
- Optional Emergency Battery Backup 450 lm for 90+ mins



2-feet: 26.69" (L) x 2.36" (W) x 3.43"(H)
4-feet: 50.35" (L) x 2.36" (W) x 3.43"(H)

Lumen Package:

Form Factor	Lumen	Watts	LPW
2ft	1597	13	122
4ft	3255	27.5	118

Series	-	Length-Watts	-	CRI-CCT	-	Dual-OS	-	EMR	-	Accessories
MOTUS	-		-				-		-	
		2-13WT		8-40K		D-OS		EMR		Cord & Plug
		4-26WT		8-50K						IR-Remote

Mirus Lighting, Inc.
9120 Center Ave, Rancho Cucamonga, CA 91730
Tel: 1-800-255-8990 E-mail: sales@miruslighting.com

An Affiliate Company

EVERLINE®

Type:		Project:		Date:		Prepared by:	
Catalog #:							

LRx4T8 - Low Power

4' Tube & Driver Kit

LT+D TUBE+DRIVER

MECHANICAL
- Retrofits 4ft fluorescent luminaires to LED
- Replaces existing fluorescent lamps and ballasts
- Uses existing lamp holders
- No redesign or revised layout needed

OPTICAL
- 240° Beam distribution for even illumination
- Three CCT options with CRI of 82

KIT INCLUDES
- LED T8 Modules
- LED EVERLINE Driver – Pre-Tuned if applicable
- Wiring, connectors, installation instructions

ELECTRICAL
- Universal Input Voltage: 120-277V
- Equipped with 0-10V dimmable LED driver to 1%
- LED System efficacies exceed 120 LPW

CERTIFICATIONS
- UL Classified UL 1598C (US & Canada)
- FCC Title 47 CFR, Part 15, Class A
- RoHS Compliant, contains no lead or mercury
- DesignLights Consortium® qualified on select models. Consult **www.designlights.org/QPL** for details

WARRANTY
- Six (6) year limited warranty

ORDERING GUIDE

EXAMPLE: LR34T8-66L840-10DU

		–				–		
Series	**Lamp & Length**		**Nominal Lumens**	**CRI (nom.)**	**Color Temp.**		**Dimming**	**Voltage**
LR = LED Retrofit	**14T8** = 1L 4ft T8 **24T8** = 2L 4ft T8 **34T8** = 3L 4ft T8 **44T8** = 4L 4ft T8	–	**18L** = 1,800 **36L** = 3,600 **54L** = 5,400 **72L** = 7,200	**8** = 82 (nom.)	**35** = 3500K **40** = 4000K **50** = 5000K	–	**10D** = 0-10V Dimming **10DAD** = 0-10V Dimming (4-Tube)	**U** = 120-277VAC

ORDERING NOTES
1. Orders are shipped in bundled quantities of 10 drivers and the corresponding number of tubes

DesignLights Consortium® QPL Listed Products

	Model Number (2-Tube)	Model Number (3-Tube)	Model Number (4-Tube)
120-277V	LR24T8-36L835-10DU	LR34T8-54L835-10DU	LR44T8-72L835-10ADU
	LR24T8-36L840-10DU	LR34T8-54L840-10DU	LR44T8-72L840-10ADU
	LR24T8-36L850-10DU	LR34T8-54L850-10DU	LR44T8-72L850-10ADU

DLC QPL LISTED

PERFORMANCE DATA

	Lumen Package	Input Power (watts)	Input Current			System Output		Reference Luminaire	
			@ 120V	@ 277V	@ 347V	Delivered Lm (nom.)	LPW	Delivered Lm (nom.)	LPW
LR14T8	18L	15	0.13	0.05	0.05	1800	120	N/A	-
LR24T8	36L	29	0.24	0.10	0.10	3600	129	3222	114
LR34T8	54L	43	0.36	0.16	0.16	5400	126	4952	115
LR44T8	72L	58	0.49	0.21	0.21	7200	124	6743	116

- Performance data provided at 3500K.
- Reference Luminaire testing conducted by NVLAP accredited lab in accordance with IESNA LM-79.
- Consult factory for photometry.
- Application and performance information is subject to change without notification.

OPERATING DATA

L70 Lumen Maintenance:	>60,000 hrs at 40°C
Min. Starting Temp:	0°F
Sound Rating:	Class A
Power Factor:	>.98
THD:	<20%

*Projected per IESNA TM-21. Data extrapolated based on 10,000 hours of LED testing per IESNA LM-80.

LED Driver

Lm Package	LED Driver -UNV
LR14T8-18L	D700C30UNVTWCP42C
LR24T8-36L	D700C30UNVTWCP83C
LR34T8-54L	D10CC55UNVTZCP85C
LR44T8-72L	D15CC55UNVTWCP80C

- Where "xx" = 35 (3500K), 40 (4000K), or 50 (5000K)
- Where "yyy" = UNV (120-277VAC) or 347 (347VAC)

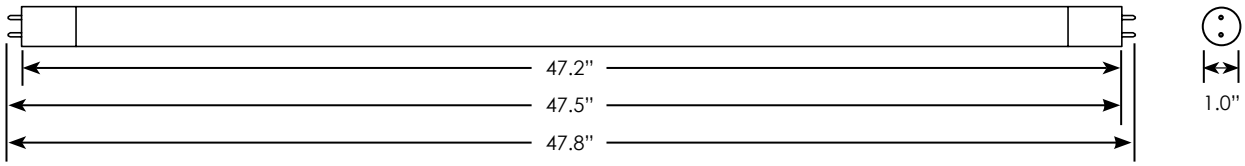
Applications
- All LED Tubes must be connected for proper operation.
- Not for use with phase cut dimmers.
- Suitable for 2'x4' with minimum 3" depth, may include a lens, and may be listed for elevated ambients of up to 40ºC max in Type Non-IC or up to 25ºC max in Type IC.
- Suitable for 4' or 8' strip light, wraparound, and vapor tight (see installation instructions for dimensions and max ambient).

LED Tube

CCT	LED T8 Tube
3500K	LRT8M22L/835A
4000K	LRT8M22L/840A
5000K	LRT8M22L/850A

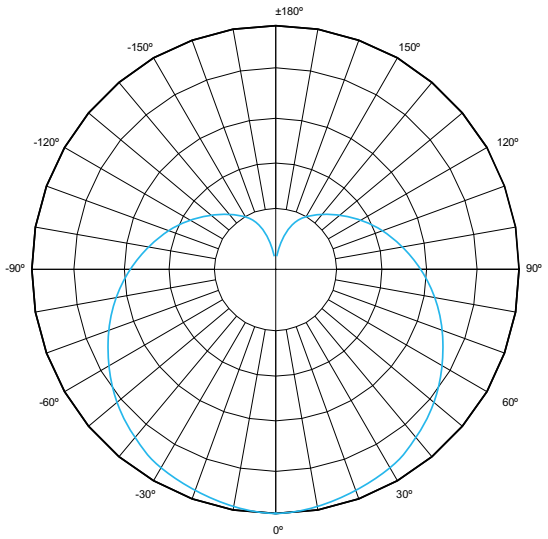
DIMENSIONS: in (mm)

Normal Length: 48"



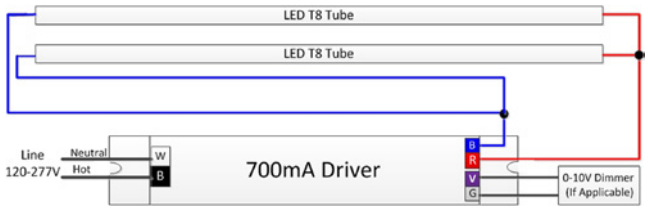
LED Driver Case Dimensions					
Case	Length	Width	Height	Mounting Length	Lead Exit
C	14.25"	1.18"	1.00"	13.75"	Side
D	16.88"	1.25"	1.00"	16.28"	Side

POLAR DISTRIBUTION

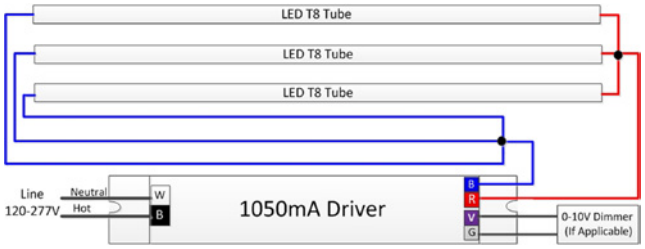


CONNECTION DIAGRAMS

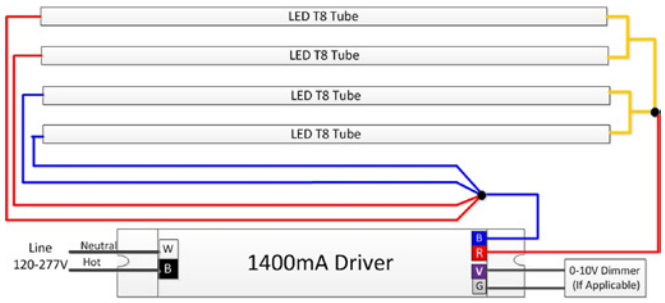
2-LAMP



3-LAMP



4-LAMP



Wiring Diagrams show existing wire colors from an instant start T8 system

Subject to change without notice

ITEM TITLE: Route 27 Layout Alteration Plans (Article 23, 2019 Fall Annual Town Meeting)

ITEM SUMMARY: Vote to alter the layout of North Main Street (Route 27) and the adjacent streets as shown on a set of plans entitled "Layout Alteration Route 27 Roadway Improvements North Main Street Natick, Massachusetts," dated April 2, 2019, prepared by Lighthouse Surveying, LLC and sign the referenced plans.

ATTACHMENTS:

Description	Upload Date	Type
Memo-Mark Coviello	8/27/2019	Cover Memo
Layout	8/27/2019	Cover Memo
Planning Board Recommendation for Favorable Action	9/24/2019	Cover Memo

COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

TO: Michael J. Hickey, Jr., Chairman
Board of Selectmen

FROM: Mark Coviello, P.E.
Projects Engineer

RE: **Article 23 - Fall 2019 Annual Town Meeting**
Acceptance of Route 27 Layout Alteration Plans

Date: August 26, 2019

The following lists the steps which must be completed prior to the vote on Article 23 by Town Meeting:

September 3, 2019

(1) The Board of Selectmen vote that they intend to alter the layout of North Main Street (Route 27) and the adjacent streets as shown on a set of plans entitled "Layout Alteration Route 27 Roadway Improvements North Main Street Natick, Massachusetts," dated April 2, 2019, Prepared by Lighthouse Surveying, LLC.

(2) The Board of Selectmen requests the recommendation of the Planning Board regarding the proposed alteration plans.

September 18, 2019

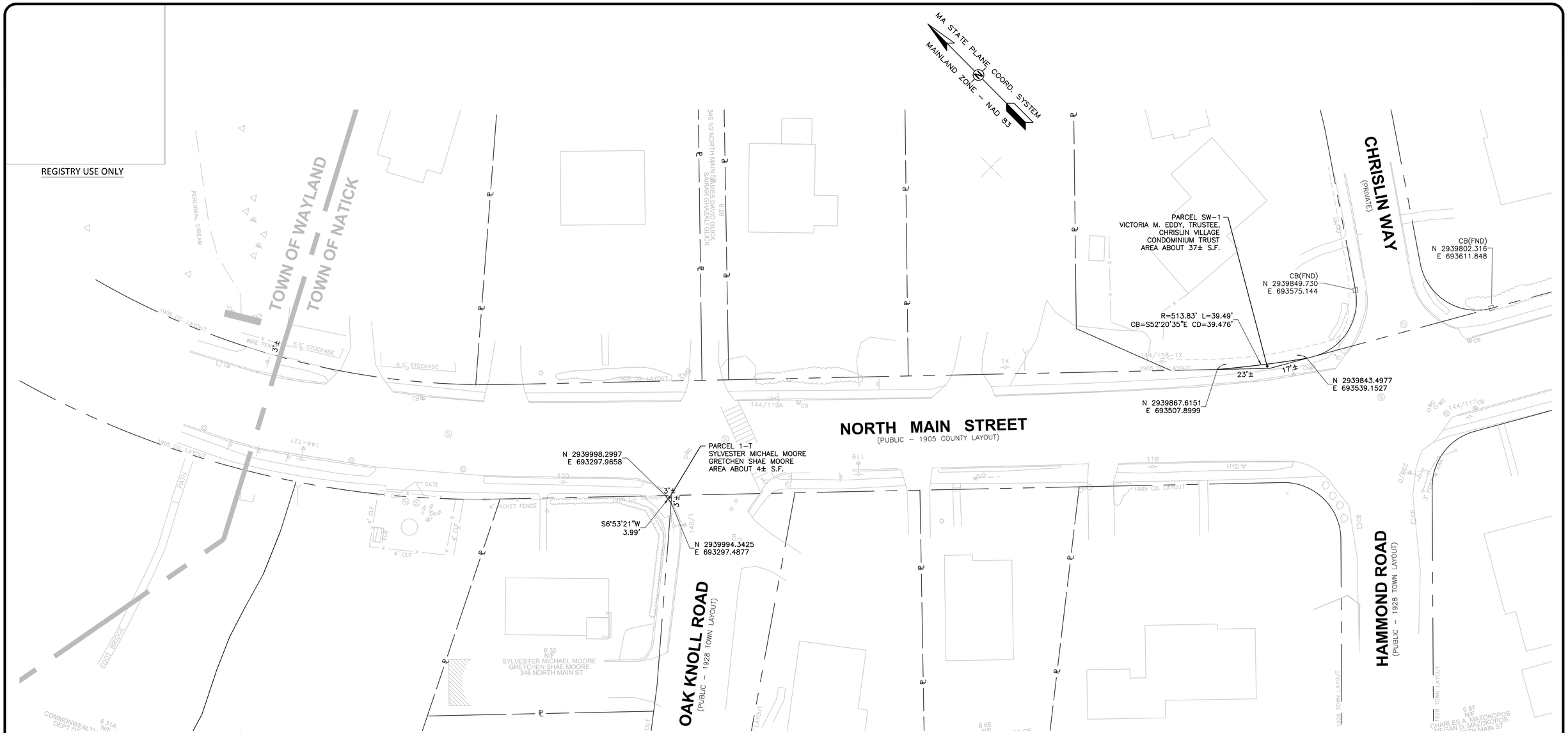
(1) At a meeting on this date the Planning Board votes to send a letter to the Board of Selectmen with their recommendation regarding the proposed alteration plans.

October 1, 2019

(1) The Board of Selectmen vote to alter the layout of North Main Street (Route 27) and the adjacent streets, and signs the referenced plans.

CC: Planning Board
Files

REGISTRY USE ONLY



APPROVED BY THE
TOWN OF NATICK
BOARD OF SELECTMAN

_____
DATE

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

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

COMMONWEALTH OF MASSACHUSETTS
RICHARD W. REID, JR.
No. 46861
REGISTERED PROFESSIONAL LAND SURVEYOR

Richard W. Reid Jr.

PROFESSIONAL LAND SURVEYOR — APRIL 2, 2019 DATE

NOTES

1. THE EXISTING CONDITIONS, LAYOUT LINES, AND EXISTING MONUMENTATION SHOWN ON THIS PLAN ARE FROM A SURVEY BASEPLAN PREPARED BY ASEC CORPORATION DATED JANUARY 15, 2009
2. ALSO SEE PLANS ENTITLED "EASEMENT PLAN, ROUTE 27 ROADWAY IMPROVEMENTS, NORTH MAIN STREET (MIDDLESEX COUNTY–SOUTH DISTRICT), NATICK MASSACHUSETTS" DATED APRIL 2, 2019, PREPARED BY LIGHTHOUSE LAND SURVEYING, LLC. (AS RECORDED IN PLAN #561 OF 2019)

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

REVISIONS:

REV #	DATE	DESCRIPTION
0	DATE	ISSUED FOR REVIEW

Graphic Scale
1 inch = 20 feet
0 20 40 60

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

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

TITLE:
LAYOUT ALTERATION

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

DATE:
APRIL 2, 2019

SHEET NO.: 1 OF 9

ROW_NORTH_R1.DWG

REGISTRY USE ONLY

MA STATE PLANE COORD. SYSTEM
MAINLAND ZONE – NAD 83

EVANS DRIVE

MASSACHUSETTS TURNPIKE AUTHORITY

1955 MTA LAYOUT
NO ACCESS

TURNPIKE ABOVE

Width Varies

NORTH MAIN STREET
(PUBLIC – PLAN #736 OF 1955)
[ALSO SEE S.H.L.O. #8710]

PINE STREET
(PUBLIC – 1955 TOWN LAYOUT)

MTA NO ACCESS

1955 MTA LAYOUT
MTA ACCESS BELOW

CB(FND)
N 2939802.316
E 693611.848

CB(FND)
N 2939698.806
E 693691.384

CB(FND)
N 2939709.246
E 693672.899

PARCEL SW–25
INHABITANTS OF THE TOWN
OF NATICK TAX POSSESSION
AREA ABOUT 2± S.F

PARCEL SW–26
WALLACE L. RENDELL
FLORENCE L. RENDELL
AREA ABOUT 13± S.F

18'±

S58°05'4526.47"

N 2939683.5306
E 693717.3570

N 2939697.5221
E 693694.8823

1955 MTA LAYOUT
NO ACCESS

N 2939568.6790
E 694095.0271

54±

65±

77.82'

S76°35'30"W

94'±

R=65.03' L=65.39'
CB=S49°47'19"W CD=62.668'

PARCEL HW–8
ELIZABETH M. PORTER
AREA ABOUT 1816± S.F

S20°58'07"W
6.58'

R=53.00' L=36.99'
CB=S0°58'27"W CD=36.245'

R=129.00' L=48.19'
CB=S8°19'10"E CD=47.907'

26'±

5'±

31'±

25'±

103'±

PARCEL HW–3A
JULIAN J. MUNNICH
AREA ABOUT 542± S.F

PARCEL HW–4
CHURCH OF CHRIST
AREA ABOUT 169± S.F

N 2939502.9568
E 693873.6192

13'±

33'±

N 2939458.0151
E 693912.6872

6'±

R=73.00' L=39.19'
CB=S39°18'35"E CD=38.722'

R=57.00' L=20.99'
CB=S40°05'18"E CD=20.875'

S2°45'19"W

77'±

77.87'

PARCEL HW–9
DAVID F. PORTER
ELIZABETH M. PORTER
AREA ABOUT 302± S.F

R=19.85' L=32.14'
CB=S43°37'32"E CD=28.746'

33'±

N 2939324.4567
E 693990.9407

STRATFORD ROAD
(PUBLIC – 1950 TOWN LAYOUT)

1955 MTA LAYOUT
NO ACCESS

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COMMONWEALTH OF MASSACHUSETTS
RICHARD W. REID, JR.
No. 46861
REGISTERED PROFESSIONAL LAND SURVEYOR

APRIL 2, 2019

PROFESSIONAL LAND SURVEYOR — DATE

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APRVD BY: RWR

REVISIONS:

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0 20 40 60

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NORTH MAIN STREET
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NATICK, MASSACHUSETTS

TITLE:
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DATE:
APRIL 2, 2019

SHEET NO. 2 OF 9

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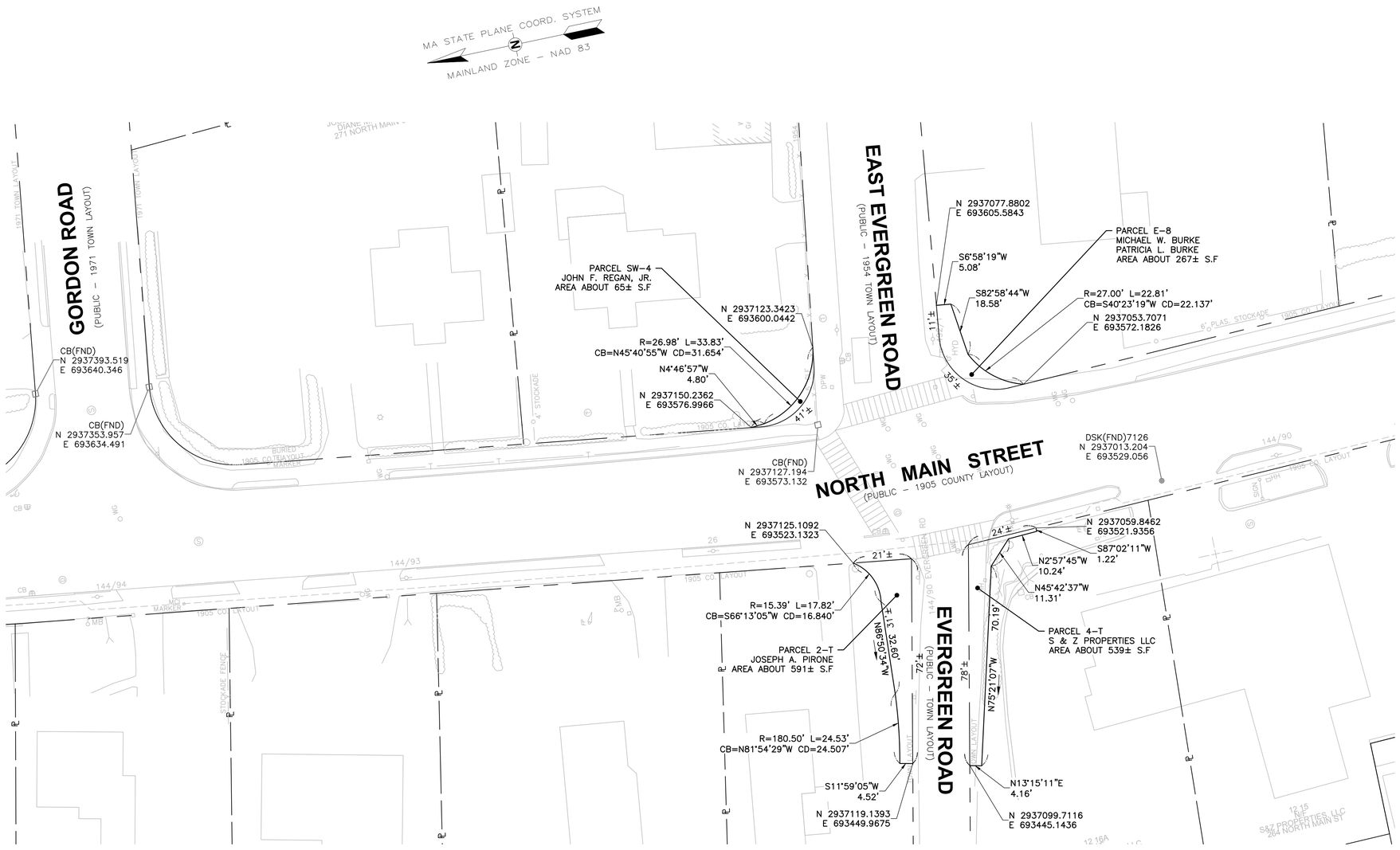

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SHEET NO. 3 OF 9

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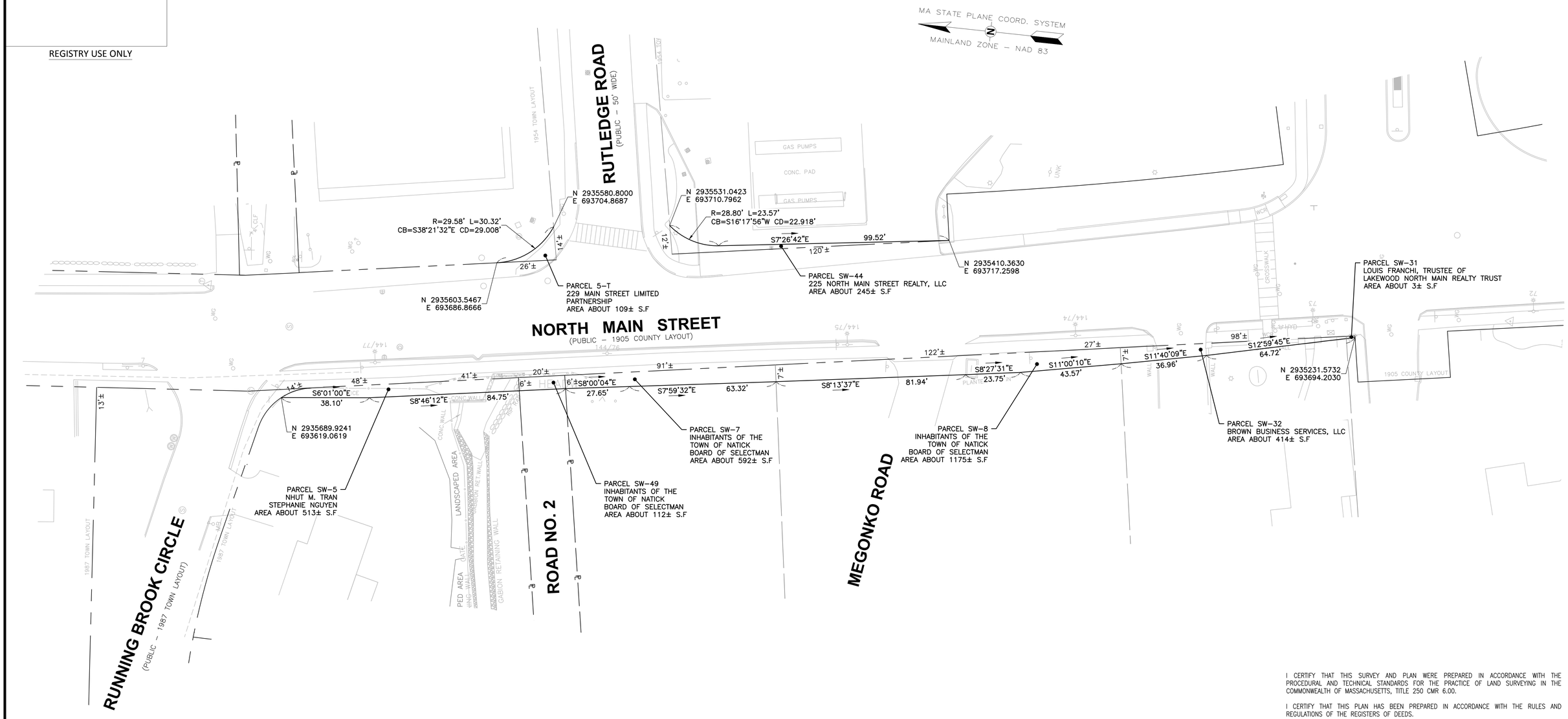

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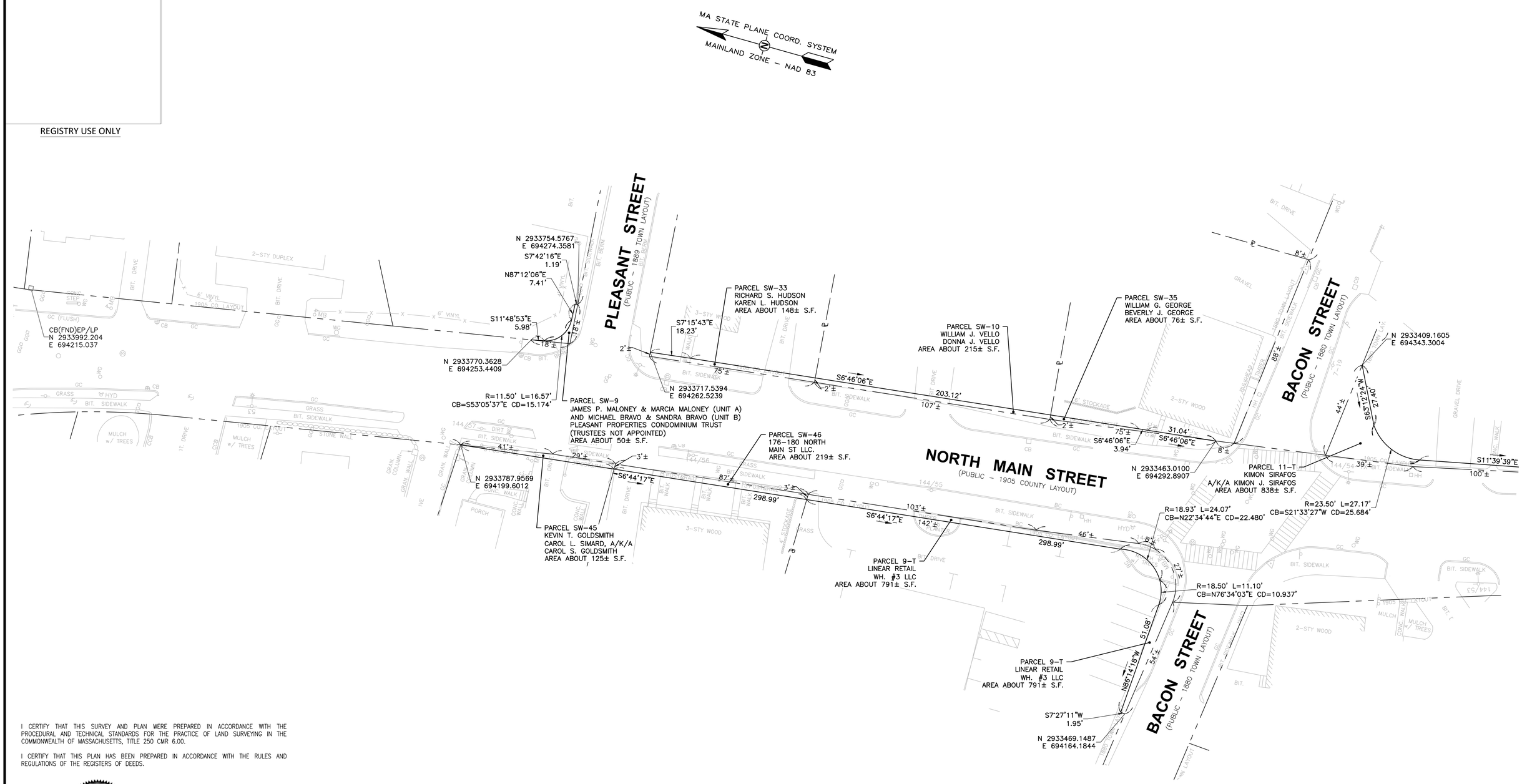

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2. ALSO SEE PLANS ENTITLED "EASEMENT PLAN, ROUTE 27 ROADWAY IMPROVEMENTS, NORTH MAIN STREET (MIDDLESEX COUNTY–SOUTH DISTRICT), NATICK MASSACHUSETTS" DATED APRIL 2, 2019, PREPARED BY LIGHTHOUSE LAND SURVEYING, LLC. (AS RECORDED IN PLAN #561 OF 2019)

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

REVISIONS:

REV #	DATE	DESCRIPTION
0	DATE	ISSUED FOR REVIEW

Graphic Scale
1 inch = 20 feet
0 20 40 60

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

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

TITLE:
LAYOUT ALTERATION

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

DATE:
APRIL 2, 2019

5 OF 9
SHEET NO.: 5

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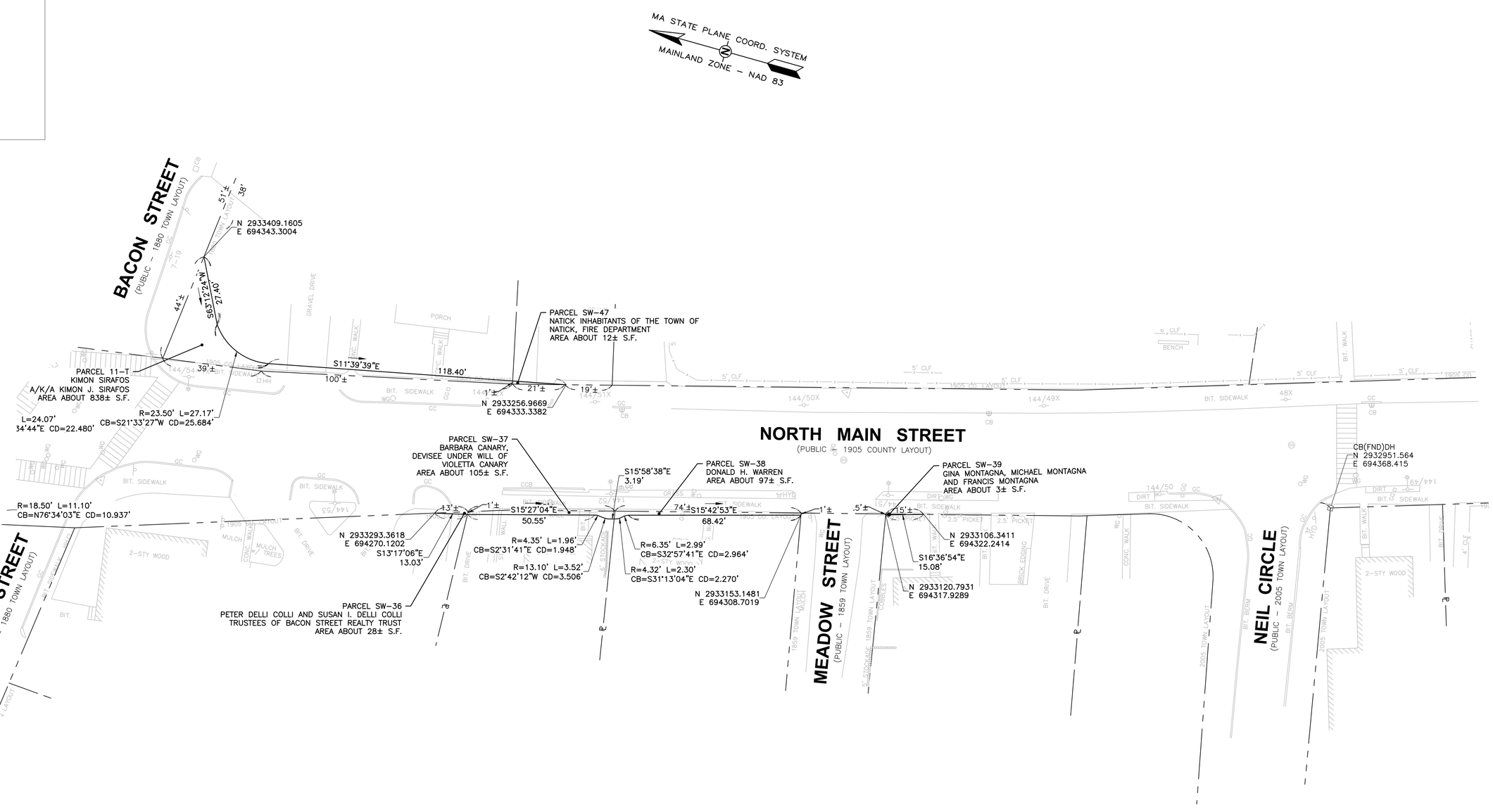
REGISTRY USE ONLY



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

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

COMMONWEALTH OF MASSACHUSETTS
RICHARD W. REID, JR.
No. 46861
REGISTERED PROFESSIONAL LAND SURVEYOR

PROFESSIONAL LAND SURVEYOR — DATE: APRIL 2, 2019

NOTES

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DATE:
APRIL 2, 2019

SHEET NO.: 6 OF 9

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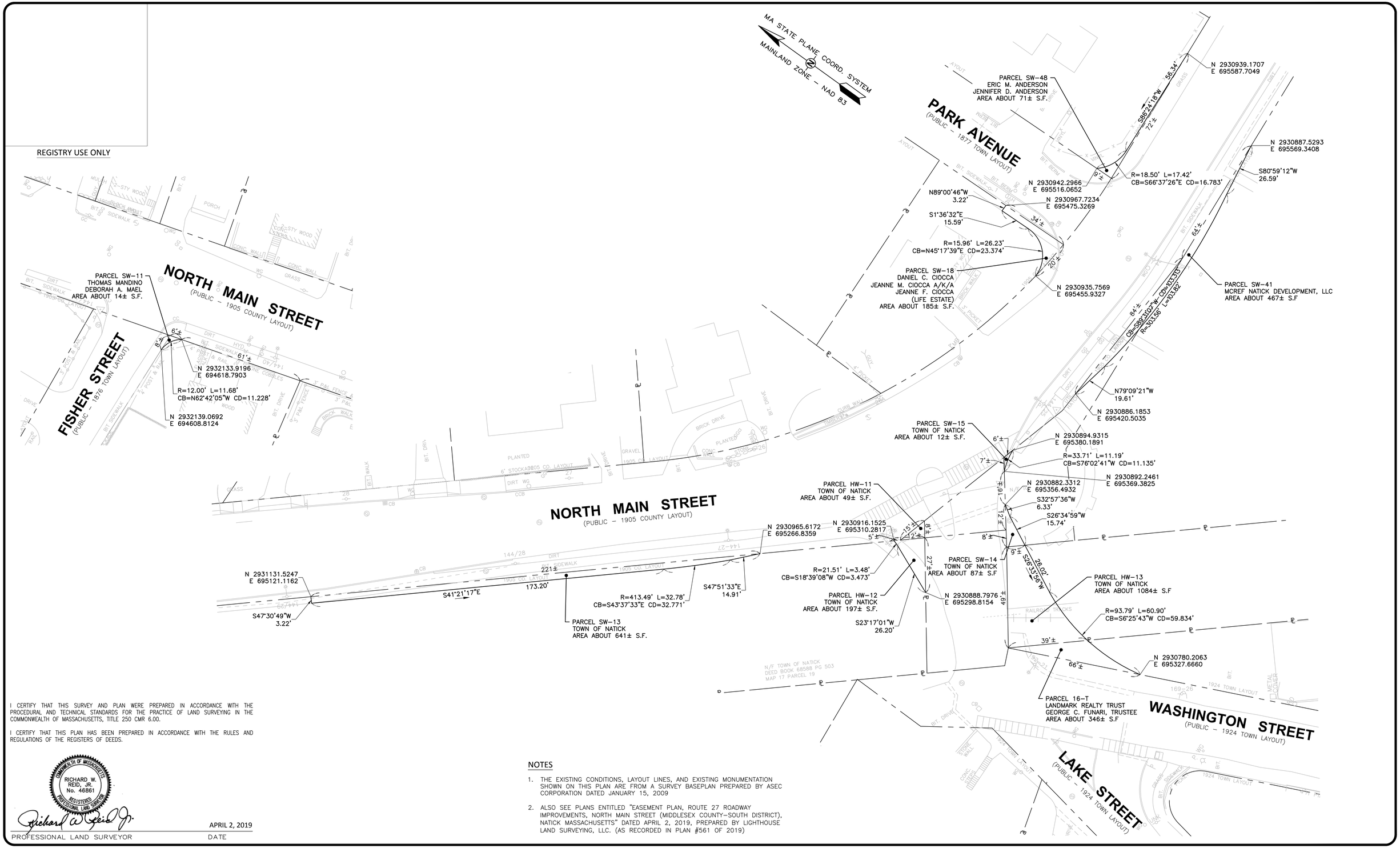

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Richard W. Reid Jr.

PROFESSIONAL LAND SURVEYOR — APRIL 2, 2019 DATE

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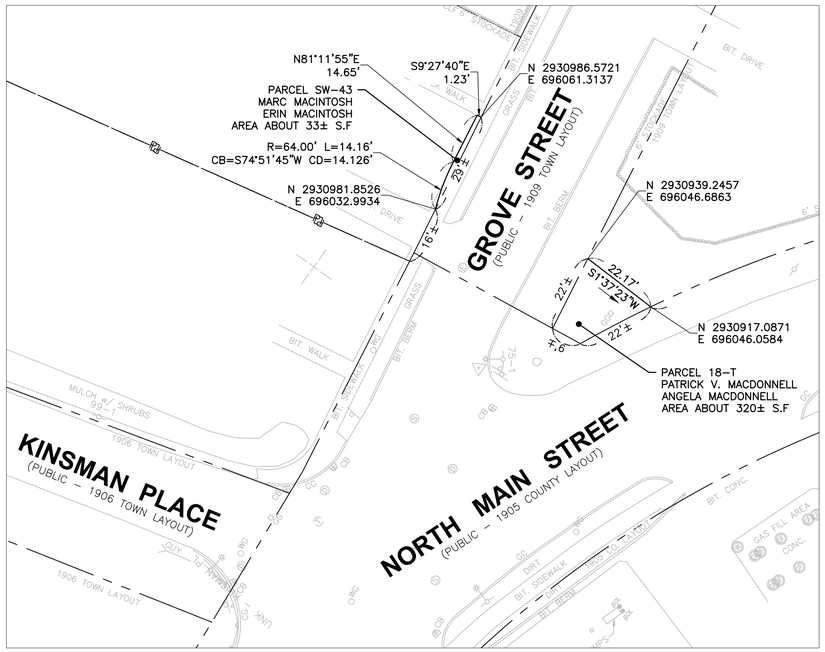
APRIL 2, 2019

SHEET NO.: 7 OF 9

ROW_SOUTH_R1.DWG

REGISTRY USE ONLY

MA STATE PLANE COORD. SYSTEM
MAINLAND ZONE – NAD 83



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REGISTERED PROFESSIONAL LAND SURVEYOR

APRIL 2, 2019

PROFESSIONAL LAND SURVEYOR — DATE

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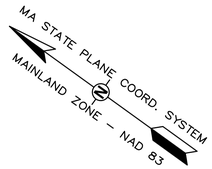

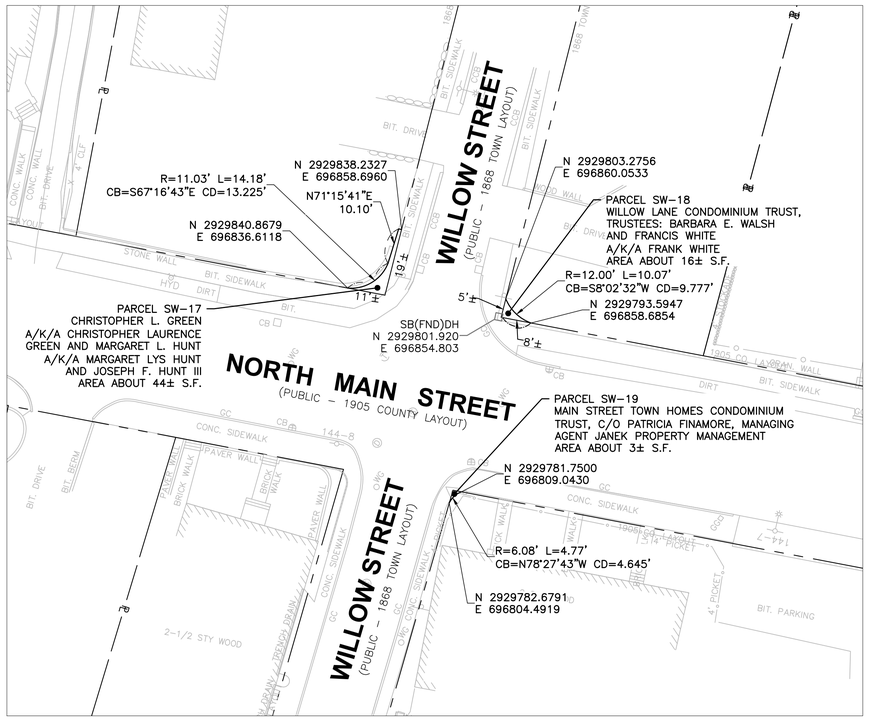

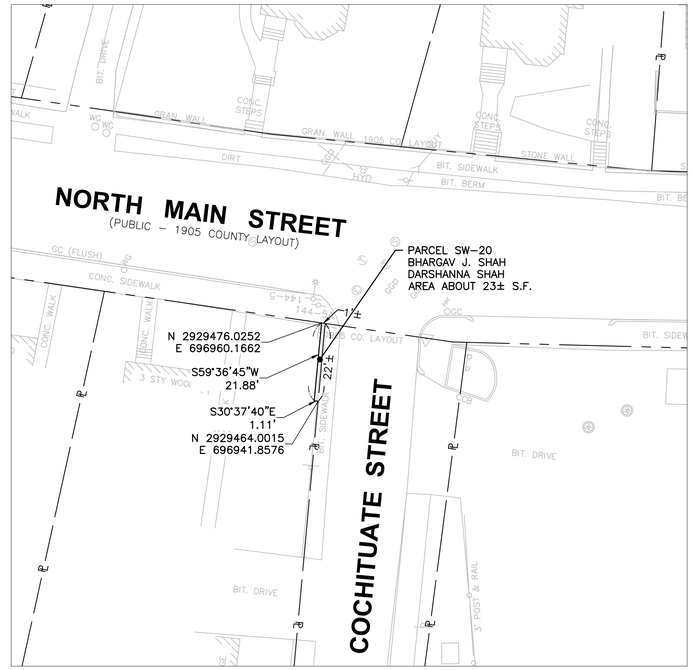

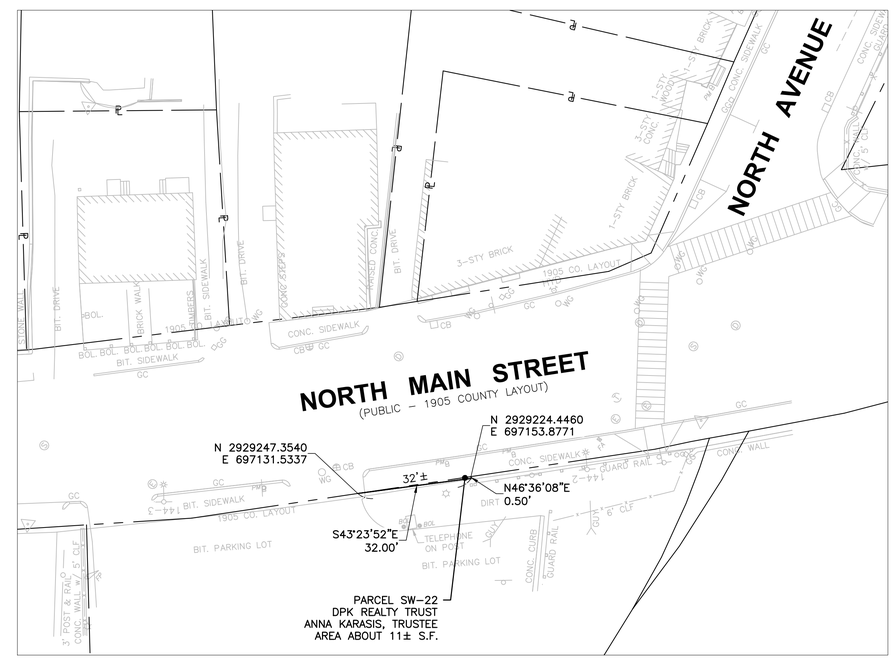

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COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

MEMO

To: Board of Selectmen

From: Planning Board As for the Board

Re: 2019 Fall Town Meeting Zoning Article 23

Date: September 23, 2019

The Natick Planning Board, at its meeting of September 18, 2019, voted to recommend favorable action on Article 23. The vote of the Board was 4-1-0.

13 East Central Street, Natick, MA 01760

phone: 508-647-6450 / fax: 508-647-6444
website: www.natickma.org

ITEM TITLE: Kathy Dopp: Interview for Appointment to the Conservation Commission

ITEM SUMMARY: Term Expires June 30, 2022

ATTACHMENTS:

Description	Upload Date	Type
Packet	9/30/2019	Cover Memo

Town of Natick

Conservation Commission

Board Details

Overview
The Natick Conservation Commission's mission is to serve as the conservation conscience of the town, providing community leadership for natural resources planning. By coordinating closely with Town agencies, boards, and commissions related to town development, the commission works to protect, and where possible, enhance, plant and wildlife habitats.

This is crucial in maintaining our natural resources and preserve the quality of life for inhabitants of Natick. The commission strives to keep informed of advances in the field of environmental protection and of the actives of neighboring conservation commissions to maintain current and regional perspectives on environmental matters.

Overview

Size 7 Seats

Term Length 36 Months

Term Limit

Additional

Enacting Resolution

Enacting Resolution Website

Town of Natick

Conservation Commission

Board Roster

George Bain

8th Term Jul 01, 2018 - Jun 30, 2021

Appointing Authority Board of Selectmen
Position Member

Michael A Downey

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

Appointing Authority Board of Selectmen
Position Member

Matthew Gardner

7th Term Jul 02, 2019 - Jun 30, 2022

Appointing Authority Board of Selectmen
Position Chair

Kathy Rehl

6th Term Jul 01, 2017 - Jun 30, 2020

Appointing Authority Board of Selectmen
Position Member

Jeffrey J Richards

3rd Term Jul 01, 2018 - Jun 30, 2021

Appointing Authority Board of Selectmen
Position Member

Douglas Shepard

11th Term Jul 01, 2019 - Jun 30, 2022

Appointing Authority Board of Selectmen
Position Vice-Chair

Vacancy

Appointing Authority Board of Selectmen
Position Member

Profile

Kathy
First Name

A
Middle Initial

Dopp
Last Name

kathy.dopp@gmail.com
Email Address

8 Lenox St
Street Address

Suite or Apt

Natick
City

MA
State

01760
Postal Code

What Precinct do you live in? *

☑ N/A

Mobile: (435) 640-2601
Primary Phone

Home: (508) 433-6651
Alternate Phone

self employed
Employer

own 2 rental properties
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?

Conservation Commission: Submitted

Are you a registered voter in the Town of Natick?

◉ Yes ○ No

Have you ever attended a Natick town meeting?

◉ Yes ○ No

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

○ Yes ◉ No

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

Interests & Experiences

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

I would like to help improve the sustainability and live-ability of Natick township and to improve the safety of bicycle and pedestrian transportation. I believe more could be done at a lower cost, to achieve these goals than I have observed in current plans using approaches I have studied or have observed in other municipalities.

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.

Speaker at 1981 Eastern Colleges Science Conference on conservation. Took 2 Ph.D. level city and municipal planning course on transportation and land use management focusing on conservation, where I gave presentations on road planning to encourage passive solar development, passive solar home design, and wildlife conservation and one Ph.D. level course in economics where I performed a time series analysis of human carbon emissions, atmospheric carbon and global temperature. Recently moved here from a town that planned and implemented bicycle/pedestrian paths for over 20 years. Have researched and presented on wildlife preservation via wildlife road crossings; done my own architecture and built two passive and active solar homes; and have taken Ph.D. level courses in ecology and biology. I have an MS degree in mathematics with an emphasis on computer science.

Please list any professional affiliations.

None currently.

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

Would like to drastically improve Natick's bicycle/pedestrian pathways and encourage better street design, development planning, and building department policies to encourage reductions in local human caused greenhouse gases and encourage biodiversity.

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

KathyDoppVita2019Environ.pdf

Upload a Resume

Kathy Dopp, Vita

8 Lenox St., Natick, MA 01760
435-640-2601 kathy.dopp@gmail.com

Education

Independent Research.
Graduate course work in Economics, Biology, Ecology, Mathematics, Sustainability, and City & Municipal Planning. University of Utah, 2016-2017.
Graduate course work in Advanced Quantitative Methods, Government Department, Harvard University (on-line), 2012.
M.S. Mathematics with distinction, University of Utah – Honors: elected to Pi Mu Epsilon in recognition of superior achievement in the field, emphasis in computer science, and experience teaching undergraduate mathematics courses as well as tutoring engineering students. 1989.
B.S. *cum laude*, Mathematics Education major, Psychology minor, University of Utah, 1986.

Personal Activities

Amateur architect and builder, designed and built two passive and active solar homes that need no air conditioning in summer, and am currently renovating a third in Natick.

Enjoy kayaking, bicycling, hiking, skiing, and swimming

Academic or Public Presentations

Council Chambers, City Hall, Park City Municipal Corporation, Utah. *Community Meeting to Discuss SR-224 Wildlife Crossing*, Nov. 6, 2017

City and Municipal Planning Course on Transportation & Land Use Management. University of Utah. *Roads & the Ecology: Reconnecting Wildlife Ecosystems, a Park City Utah Area Study*, April 20, 2017

City and Municipal Planning Course on Transportation & Land Use Management. University of Utah. *Passive Solar Home Design (Northern Hemisphere):Buildings that Heat and Cool Themselves*, February 19, 2017

Global Warming, Atmospheric Carbon, and Anthropogenic Carbon Emissions
June 4, 2016 22nd Interdisciplinary Environmental Association Conference, Austin, TX, 2016, and also presented to a Ph.D. course on Advanced Statistical Methods (Time Series Analysis) in Economics, University of Utah 2016

35th Annual Eastern Colleges Science Conference, *Water, Energy and Conservation*. Panel Presentation. April 1981. A four-dimensional framework for categorizing information to conserve the environment while meeting human needs.

Current Working Papers (posted on SSRN.com) with Last Update Date

Random Manual Risk-limiting Post-election Audits 04/19/2019 To be published as a chapter in an upcoming textbook on numerical methods.
https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3362885

Reducing Wildlife-Vehicle Collisions & Preserving Local Climate/Economy 08/20/2016
https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2827176

An Interdisciplinary Scientific and Logic Approach to Political and Social Science Research. January 2015. http://papers.ssrn.com/abstract=2389736

Electoral Hurdles and Rainbow Coalitions in Black Descriptive Representation in Local Legislatures: Detecting Asymmetric Conditions in Equifinal Data. December 2014.
http://papers.ssrn.com/sol3/papers.cfm?abstract_id=1860424

Vote Miscount or Poll Response Bias? Estimating the Causes of Discrepancies between Polls and Reported Vote Shares. February 2014. http://papers.ssrn.com/abstract=2170719

Legislative Redistricting - Compactness and Population Density Fairness. October 2011.
http://papers.ssrn.com/sol3/papers.cfm?abstract_id=1945879

State Legislative Oversight - A Case Study: New York State Legislature and High-Volume Hydraulic Fracturing of Natural Gas. May 2011.
http://papers.ssrn.com/sol3/papers.cfm?abstract_id=1855323

Published Works Citing My Research and Analysis

*Post-Election Audits: Restoring Trust in Elections (*08/01/07) by the Brennan Center for Justice at New York University School of Law and the Samuelson Law, Technology & Public Policy Clinic at the University of California, Berkeley School of Law (Boalt Hall)
http://brennan.3cdn.net/f1867ccc368442335b_8em6bso3r.pdf

Conservative Statistical Post-Election Audits by Philip B. Stark, University of California, Berkeley, Published in The Annals of Applied Statistics, 2008, Vol. 2, No. 2, 550–581, DOI: 10.1214/08-AOAS161 c Institute of Mathematical Statistics, 2008
http://statistics.berkeley.edu/~stark/Preprints/conservativeElectionAudits07.pdf

A Simple Rule of Thumb for Election Audit Size Determination by Ronald L. Rivest, Computer Science and Artificial Intelligence Laboratory, Massachusetts Institute of Technology, Cambridge, MA 02139 (November 3, 2007)
http://people.csail.mit.edu/rivest/Rivest-ASimpleRuleOfThumbForElectionAuditSizeDetermination.pdf

On Estimating the Size and Confidence of a Statistical Audit by Javed A. Aslam, College of Computer and Information Science Northeastern University and Raluca A. Popa and

Ronald L. Rivest, Computer Science and Artificial Intelligence Laboratory, Massachusetts Institute of Technology
http://people.csail.mit.edu/rivest/AslamPopaRivest-OnEstimatingTheSizeAndConfidenceOfAStatisticalAudit.pdf
9 12/27/2008

On Auditing Elections When Precincts Have Different Size by Javed A. Aslam, College of Computer and Information Science, Northeastern University and Raluca A. Popa and Ronald L. Rivest, Computer Science and Artificial Intelligence Laboratory, Massachusetts Institute of Technology
http://www.usenix.org/events/evt08/tech/full_papers/aslam/aslam.pdf

Percentage-Based versus Statistical-Power-Based Vote Tabulation Audits by John McCarthy, Howard Stanislevic, Mark Lindeman, Arlene Ash, Vittorio Addona, and Mary Batcher, Published by The American Statistician*, Vol. 62, #1, 2008, p. 11.
http://verifiedvoting.org/downloads/TAS_paper.pdf

Election audits by sampling with probability proportional to an error bound: dealing with discrepancies by Philip B. Stark, Department of Statistics, University of California, Berkeley, CA 94720-3860 20 February 2008
http://statistics.berkeley.edu/~stark/Preprints/ppebwrwd08.pdf

Collaborative Public Audit of the November 2006 General Election pursuant to the charge from the Cuyahoga County Board of Elections (April 18, 2007) by The Collaborative Audit Committee; Democratic Party of Cuyahoga County Republican Party of Cuyahoga County; Leslye Huff, J.D.; Amos Mahsua, C.P.A. ; Gordon Short, J.D., C.P.A. ; League of Women Voters, Kathy Woodbridge (Cuyahoga Area) ; Kurt F. Miller, Ph.D. (Shaker Heights) ; CASE-Ohio (Citizens' Alliance for Secure Elections) ; Ron Olson, Dan Kozminski; Greater Cleveland Voter Coalition; Roslyn Talerico; Joyce Porozynski; The Center for Election Integrity, Cleveland State University; Candice Hoke, J.D., Project Director, Public Monitor;
Abigail Horn, M.A., Audit Coordinator; Audit Methodology and Statistical Analysis; The Northern Ohio Data and Information Service (NODIS); Ellen Cyran, M.S. ; Mark Salling, Ph.D., Director, NODIS.
http://urban.csuohio.edu/cei/public_monitor/cuyahoga_2006_audit_rpt.pdf

On Nov. 5, 2004 Representatives John Conyers Jr., D-Mich., Jerrold Nadler, D-N.Y., and Robert Wexler, D-Fla. asked that the U.S. Government Accountability Office (GAO) investigate various complaints about the 2004 election machine technology and procedural issues and cited Dopp's work in its request that led the GAO to investigate the 2004 election: http://ustogether.org/election04/florida_vote_patt.htm

Was the 2004 Election Stolen? Robert F. Kennedy Jr. (Jun 01, 2006)
http://www.rollingstone.com/news/story/10432334/was_the_2004_election_stolen

The Utah Voter Magazine, Volume 76: Winter 2008, Issue 3, *"Ten Precepts of Election Administration",* Kathy Dopp, M.S. Mathematics (January 2008)
http://www.lwvutah.org/VOTERS/Winter%20Voter%2008.pdf

ITEM TITLE: Kyle Bollen: Interview for Appointment to the Historical Commission
ITEM SUMMARY: Term Expires June 30, 2020

ATTACHMENTS:

Description	Upload Date	Type
Packet	9/30/2019	Cover Memo

Town of Natick

Historical Commission

Board Details

Chapter 40, Section 8D. A city or town which accepts this section may establish an historical commission, hereinafter called the commission, for the preservation, protection and development of the historical or archeological assets of such city or town. Such commission shall conduct researches for places of historic or archeological value, shall cooperate with the state archeologist in conducting such researches or other surveys, and shall seek to coordinate the activities of unofficial bodies organized for similar purposes, and may advertise, prepare, print and distribute books, maps, charts, plans and pamphlets which it deems necessary for its work.

Overview

Size 10 Seats

Term Length 36 Months

Term Limit

Additional

Enacting Resolution

Enacting Resolution Website

Town of Natick

Historical Commission

Board Roster

Salvatore A Alessi

2nd Term Jul 01, 2018 - Jun 30, 2021

Appointing Authority Board of Selectmen

Position Member

Steve Evers

10th Term Jul 01, 2018 - Jun 30, 2021

Appointing Authority Board of Selectmen

Position Chair

Michael R Frechette

1st Term Apr 01, 2019 - Jun 30, 2022

Appointing Authority Board of Selectmen

Position Member

Michael T Pojman

1st Term Aug 20, 2019 - Jun 30, 2022

Appointing Authority Board of Selectmen

Position Member

Nathaniel J. Sheidley

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

Appointing Authority Board of Selectmen

Position Member

Vincent Vittoria

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

Appointing Authority Board of Selectmen

Position Member

Vacancy

Appointing Authority Board of Selectmen
Position Member

Vacancy

Position Alternate Member

Vacancy

Position Alternate Member

Vacancy

Position Alternate Member

Profile

Kyle
First Name

Middle Initial

Bollen
Last Name

knbollen@gmail.com
Email Address

31 Florence St
Street Address

Suite or Apt

Natick
City

MA
State

01760
Postal Code

What Precinct do you live in? *

- [x] Precinct 7

Home: (617) 308-9065
Primary Phone

Home:
Alternate Phone

NICE Systems
Employer

Account Executive
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?

Historical Commission: Submitted

Are you a registered voter in the Town of Natick?

○ Yes ◉ No

Have you ever attended a Natick town meeting?

○ Yes ◉ No

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

○ Yes ◉ No

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

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?

Hello, I recently moved to the Walnut Hill area of Natick. Interested in local and regional history. Changing my voter registration this month.

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.

History Major at University Massachusetts of Boston 2001-2005

Please list any professional affiliations.

Member of American Numismatic Association

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

Collector of Ancient, World and US Coins Art Writing Ancestry Research

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

Upload a Resume

ITEM TITLE: Jeffrey Curran: Interview for Appointment to the Cultural Council

ITEM SUMMARY: Term Expires June 30, 2020

ATTACHMENTS:

Description	Upload Date	Type
Packet	9/30/2019	Cover Memo

Town of Natick

Cultural Council

Board Details

Purpose:

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

Overview

Size 9 Seats

Term Length 24 Months

Term Limit

Additional

Enacting Resolution

Enacting Resolution Website

Town of Natick

Cultural Council

Board Roster

Prerna Dublish

1st Term Jun 26, 2019 - Jun 30, 2021

Appointing Authority Board of Selectmen
Position Social Media Coordinator

Robert K Hirsch

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

Appointing Authority Board of Selectmen
Position Treasurer

Shriya Joag

1st Term Jun 25, 2019 - Jun 30, 2021

Appointing Authority Board of Selectmen
Position Chair

Grace Keeney

1st Term Aug 20, 2019 - Jun 30, 2021

Appointing Authority Board of Selectmen
Position Member

David Krentzman

1st Term Jul 01, 2019 - Jun 30, 2021

Appointing Authority Board of Selectmen
Position Member

Vacancy

Vacancy

Vacancy

Vacancy

Profile

Jeffrey
First Name

W
Middle Initial

Curran
Last Name

jwcurran2@gmail.com
Email Address

178 Cedar Terrace
Street Address

#A
Suite or Apt

Natick
City

MA
State

01760
Postal Code

What Precinct do you live in? *

☑ N/A

Mobile: (617) 838-1234
Primary Phone

Home:
Alternate Phone

Retired
Employer

n/a
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?

Cultural Council: Submitted

Are you a registered voter in the Town of Natick?

◉ Yes ○ No

Have you ever attended a Natick town meeting?

○ Yes ◉ No

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

◉ Yes ○ No

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

Friends of the Natick Community Senior Center, June 2017-present

Interests & Experiences

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

I want to give back to a town that has done a great deal for me.

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.

Strong administrative skill set.

Please list any professional affiliations.

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

Bicycle building and riding!

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

Upload a Resume

ITEM TITLE: Downtown Fire Update

ITEM SUMMARY:

ITEM TITLE: East Park and Navy Yard

ITEM SUMMARY:

ITEM TITLE: Marijuana and Liquor Licensing

ITEM SUMMARY:

ITEM TITLE: 2019 Fall Annual Town Meeting - Citizen Petition Articles (NOTE: A list of Warrant Articles and text are available on the Town Website at Natickma.gov, in the Town Clerk's Office, the Selectmen's Office, the Post Office, the Bacon Free Library, and the Morse Institute Library, and at one location in each precinct)

ITEM SUMMARY:

- Citizen Petition Articles
  1. Article 43 (Jerry Pierce, Judy D'Antonio, et al.): Annual Appropriation to Subsidize Operation of Lincoln Cafe at Community-Senior Center
  2. Article 42 (Saul Beaumont, et al.): Feasibility Study for Increased Parking Spaces for Morse Institute Library
  3. Articles 39-40 (J. Paige Adams, et al.): Amend General and Zoning Bylaws and Natick Charterto Change References to Board of Selectmen to Select Board and Chairman to Chair

- Board of Selectmen/Town Administrator-Sponsored Articles
  1. Article 1 (Town Administrator): Fiscal 2020 Omnibus Budget
  2. Article 9 (Town Administrator): Rescind Authorized, Unissued Debt
  3. Article 25 (Board of Selectmen): Access to Hunnewell Fields

ATTACHMENTS:

Description	Upload Date	Type
2019 Fall Annual Town Meeting Warrant	8/27/2019	Cover Memo
Article 42-Morse Library Parking Feasibility Study	9/30/2019	Cover Memo
Article 25-Town Counsel Opinion 8/4/14	9/30/2019	Cover Memo
Article 25-FinCom Questionnaire	10/2/2019	Cover Memo
Articles 39 & 40-FinCom Questionnaire	10/2/2019	Cover Memo
Article 39-Amended & Alternative Language for Motion B	10/2/2019	Cover Memo

WARRANT
FALL ANNUAL TOWN MEETING
OCTOBER 15, 2019

THE COMMONWEATH OF THE MASSACHUSETTS

Middlesex, ss

To Any Constable of the Town of Natick in said County:
Greeting:

In the name of the Commonwealth of Massachusetts you are required to notify the qualified Town Meeting Members of the said Town of Natick to meet in the Wilson Middle School, Natick on **Tuesday Evening October 15, 2019 at 7:30 PM**, then and there to act on the following Articles:

Article 1	Fiscal 2020 Omnibus Budget
Article 2	Stabilization Fund
Article 3	Operational/Rainy Day Stabilization Fund
Article 4	Capital Stabilization Fund
Article 5	Other Post-Employment Benefits (OPEB) Appropriation or Transfer of Funds
Article 6	Collective Bargaining
Article 7	Personnel Board Classification and Pay Plan
Article 8	PEG Access and Cable Related Fund
Article 9	Rescind Authorized, Unissued Debt
Article 10	Unpaid Bills
Article 11	Capital Equipment
Article 12	Capital Improvement
Article 13	Committee Article
Article 14	Increase Gross Receipts for Eligibility for Property Tax Deferral Program
Article 15	Street Acceptance – Eliot Hill Road, Merifield Lane, Woodcock Path
Article 16	Street Acceptance – Michael Terrace
Article 17	Street Acceptance – Clearview Terrace
Article 18	Amend Article 70 of the Town of Natick By-Laws: Public Works Regulations
Article 19	Amend Article 79A of the Town of Natick By-Laws: Stormwater Management and Erosion Control
Article 20	Transfer of land to Conservation Commission: Portions of 165 Mill Street Parcel
Article 21	West Natick Fire Station Signal Controls
Article 22	Amend Article 20 of the Natick Town Bylaws
Article 23	Alteration of Layout of North Main Street (Route 27) and Adjacent Streets
Article 24	Transfer of Land and Grant of Easement to Natick Affordable Housing Trust: 299-301 Bacon Street
Article 25	Access to Hunnewell Fields
Article 26	22 Pleasant Street
Article 27	Real Estate Transfer Surcharge in Support of Affordable Housing
Article 28	Land Area of the Town and its Makeup
Article 29	Adjust Housing Density and Residential Parking Regulations in the Downtown Mixed-Use District
Article 30	Amend Zoning By-laws: Creative Production Use Zoning Amendment
Article 31	Amend Zoning By-laws: Specialty Craft Fabrication Zoning Amendment
Article 32	Amend Zoning By-laws: Downtown Business (DB) District Zoning Amendment
Article 33	Amend Zoning By-laws: Non-conforming Uses, Large Residential Additions Zoning Amendment
Article 34	Amend Zoning By-laws: Alternate Uses In Residential Districts Zoning Amendment
Article 35	Amend Zoning By-laws: Retail Marijuana Overlay Districts
Article 36	Amend Article 2 Section 10-c of the Charter
Article 37	Report from Town Meeting Practices and Rules Committee
Article 38	Amend the Town of Natick By-Laws: Create New Standing Committee

Article 39	Amend the Town of Natick General Bylaws and Zoning Bylaws to Change References to the Board of Selectmen to the Select Board, and to Change References to Chairman to Chair
Article 40	Amend the Town of Natick Home Rule Charter to Change References to the Board of Selectmen to the Select Board, and to Change References to Chairman to Chair
Article 41	Contact Information Requirement for Town Meeting Members and Elected Officials
Article 42	Feasibility Study for Increasing Parking Spaces for Morse Institute Library
Article 43	Annual Appropriation to Subsidize the Operation of the Lincoln Café at the Community-Senior Center
Article 44	Rezone Properties Known as 1075 & 1085 Worcester Street from Industrial II to Highway Mixed Use I.

ARTICLE 1
Fiscal 2020 Omnibus Budget
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, transfer from available funds or otherwise provide for the operation of the government of the Town of Natick, including debt and interest, during Fiscal Year 2020 (July 1, 2019 through June 30, 2020) and to provide for a reserve fund for Fiscal Year 2020, and to see what budgets for Fiscal 2020 will be reduced to offset said additional appropriations; or otherwise act thereon.

ARTICLE 2
Stabilization Fund
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, transfer from available funds or otherwise provide for the purpose of supplementing the Stabilization Fund established under Article 22 of the warrant for Annual Town Meeting of 1961, as authorized by Chapter 40, Section 5B of the General Laws, as amended; or otherwise act thereon.

ARTICLE 3
Operational/Rainy Day Stabilization Fund
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, transfer from available funds or otherwise provide for the purpose of supplementing the Operational Stabilization Fund established by vote of the 2011 Spring Annual Town Meeting under Article 4, as authorized by Chapter 40, Section 5B of the General Laws, as amended; or otherwise act thereon.

ARTICLE 4
Capital Stabilization Fund
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, transfer from available funds or otherwise provide for the purpose of supplementing the Capital Stabilization Fund established under Article 2 of the warrant for Fall Annual Town Meeting of 2010, as authorized by Chapter 40, Section 5B of the General Laws, as amended; or otherwise act thereon.

ARTICLE 5
Other Post-Employment Benefits (OPEB) Appropriation or Transfer of Funds
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, transfer from available funds or otherwise provide for, the Other Post-Employment Benefits Liability Trust Fund established pursuant to the provisions of Chapter 32B, Section 20 of the General Laws as amended by section 15 of Chapter 218 of the Acts of 2016; or otherwise act thereon.

ARTICLE 6
Collective Bargaining
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide, to implement any Collective Bargaining Agreements between the Town Natick and any recognized bargaining units of the Town; or otherwise act thereon.

ARTICLE 7
Personnel Board Classification and Pay Plan
(Town Administrator)

To see if the Town, pursuant to the authority contained in Section 108A of Chapter 41 of the General Laws, will vote to amend Article 24 of the Natick Town By-Laws, specifically the Classification and Pay Plan referenced in Section 3, paragraph 3.10 therein, by adding, deleting or

amending position titles; re-classifying positions to a different Grade; and/or effecting changes in the salary ranges as presently established; or otherwise act thereon.

ARTICLE 8
PEG Access and Cable Related Fund
(Town Administrator)

To see what sum of money the Town will vote to appropriate from the PEG Access and Cable Related Fund, established by vote of 2019 Special Town Meeting #1 under Article 1, as authorized by Chapter 44, Section 53F ¾ of the General Laws, as amended, to fund PEG access programming, as well as certain other municipal cable related expenses; or otherwise act thereon.

ARTICLE 9
Rescind Authorized, Unissued Debt
(Town Administrator)

To see if the Town will vote to rescind the authorization for unissued debt that has been determined is no longer needed for the completion of various projects; or otherwise act thereon.

ARTICLE 10
Unpaid Bills
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide for the payment of unpaid bills of previous years, incurred by the departments, boards and officers of the Town of Natick; or otherwise act thereon.

ARTICLE 11
Capital Equipment
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, borrow, transfer from available funds or otherwise provide as may be required for capital equipment for the various departments of the Town of Natick; to determine whether this appropriation shall be raised by borrowing or otherwise; or otherwise act thereon.

ARTICLE 12
Capital Improvement
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, borrow, transfer from available funds or otherwise provide to implement a Capital Improvement Program, to protect the physical infrastructure of the Town of Natick, to add new physical infrastructure, or to improve community assets; and, further, to determine whether this appropriation shall be raised by borrowing or otherwise; or to otherwise act thereon.

ARTICLE 13
Committee Article
(Board of Selectmen)

To see if the Town will vote to hear and discuss the reports of town officers, boards, and committees; or otherwise act thereon.

ARTICLE 14
Increase Gross Receipts For Eligibility for Property tax Deferral Program
(Board of Selectmen)

To see if the Town will vote to increase the maximum qualifying gross receipts from all sources which an eligible person may have as exempt from property taxes in the prior calendar year, to be eligible to defer property taxes under G.L. c. 59§ 5, Clause 41A; however such maximum qualifying gross receipts amount shall not exceed the amount of income determined by the commissioner of revenue for the purposes of subsection (k) of

Section 6 of Chapter 62 for a single person who is not a head of household. Such increase to be effective for deferrals granted for taxes assessed for any fiscal year beginning on or after July 1, 2019; or otherwise act thereon.

ARTICLE 15
Street Acceptance-Eliot Hill Road, Merifield Lane, Woodcock Path
(Board of Selectmen)

To see if the Town will vote to accept **Eliot Hill Road, Merifield Lane** and **Woodcock Path** as public ways, and any appurtenant easements thereto, as laid out as shown a plan entitled "Eliot Acres Section II, a Subdivision of land in Natick Mass. " dated July 30 1966, Prepared by Schofield Brothers Registered Land Surveyors & Civil Engineers, recorded at the Middlesex (South) Registry of Deeds as plan Number 1122 of 1967, book 11401, Page 527; to see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise, easements in any land necessary for laying out and acceptance of Eliot Hill Road, and any appurtenant drainage, utility or other easements related to said Eliot Hill Road and/or to accept grants thereof; and further to authorize the Board of Selectmen and other Applicable Town of Natick Boards and personnel to take all related actions necessary or appropriate to accomplish the purposes of this article; Meaning and intending to accept the remainder of Eliot Hill Road, Merifield Lane and Woodcock Path, such that the entirety of these named roads are accepted by the Town as public ways., or otherwise act thereon.

ARTICLE 16
Street Acceptance – Michael Terrace
(Board of Selectmen)

To see if the Town will vote to accept **Michael Terrace** as a public way, and any appurtenant easements thereto, as laid out as shown a plan entitled "Countryside Acres, Subdivision of Land in Natick Mass. " dated May 14, 1962, Prepared by McCarthy Engineering Service Inc., recorded at the Middlesex (South) Registry of Deeds as plan Number 1332 of 1963, book 10,363, Page 221; to see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise, easements in any land necessary for laying out and acceptance of Michael Terrace, and any appurtenant drainage, utility or other easements related to said Michael Terrace and/or to accept grants thereof; and further to authorize the Board of Selectmen and other Applicable Town of Natick Boards and personnel to take all related actions necessary or appropriate to accomplish the purposes of this article; Meaning and intending to accept the remainder of **Michael Terrace**, such that the entirety of this named road is accepted by the Town as a public way, or otherwise act thereon.

ARTICLE 17
Street Acceptance – Clearview Terrace
(Board of Selectmen)

To see if the Town will vote to accept **Clearview Drive** as a public way, and any appurtenant easements thereto, as laid out as shown a plan entitled "Revised plan of Eliot Acres Plan of Land in Natick Mass. " dated September 26, 1966, Prepared by McCarthy Engineering Services, recorded at the Middlesex (South) Registry of Deeds as plan Number 1308(A of 2) of 1966, Book 11245, Last page; to see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise, easements in any land necessary for laying out and acceptance of Clearview Drive, and any appurtenant drainage, utility or other easements related to said Eliot Hill Road and/or to accept grants thereof; and further to authorize the Board of Selectmen and other Applicable Town of Natick Boards and personnel to take all related actions necessary or appropriate to accomplish the purposes of this article; Meaning and intending to accept the remainder of Clearview Drive, such that the entirety of this named road is accepted by the Town as a public way, or otherwise act thereon.

ARTICLE 18
Amend Article 70 of the Town of Natick By-Laws: Public Works Regulations
(Board of Selectmen)

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, or otherwise act thereon.

ARTICLE 19
Amend Article 79A of the Town of Natick By-Laws: Stormwater Management and Erosion Control
(Board of Selectmen)

To see if the Town will vote to amend the existing Stormwater and Erosion Control By-Law, as codified in Article 79A of the Natick Town Bylaws, to optimize the Town's regulation of land disturbance activity, for purposes that shall include, but shall not be limited to the following: (1) the protection of local drinking water supply; (2) the reduction of stormwater runoff; (3) compliance with new Municipal Separate Storm Sewer System (MS4) regulations; (4) the preservation of natural resources; and (5) the achievement of recommendations proposed in the 2019 Natick 2030+ Master Plan, 2018 Hazard Mitigation Plan and the 2018 Community Resilience Building Report; or otherwise act theron.

ARTICLE 20
Transfer of land to Conservation Commission: Portions of 165 Mill Street Parcel
(Board of Selectmen)

To see if the Town will vote to transfer from the School Committee and the Board of Selectmen to the Conservation Commission, the care, custody, management, and control of a portion of land

adjoining the Kennedy Middle School, identified as 5.28 acres, located at 165 Mill Street, as shown on a Plan entitled "Town of Natick Kennedy Middle School, 165 Mill Street, Natick, Massachusetts, Permitting Documents, Submitted to the Department of Environmental Protection" revision date February 6, 2019, portion identified on that Plan as "Potential Conservation Easement NAE-2019-01219 12-13-2018," and available for inspection in the Board of Selectmen's office, for the purposes of dedicating the land in perpetuity for conservation purposes and subject to the strictures and the protections of Article 97 of the Amendments to the Massachusetts Constitution, as required by the permit for File Number NAE-2019-01219, issued by the U.S. Army Corps of Engineers to the Natick School Department on April 16, 2019 ; or to take any other necessary action; or to act otherwise thereon.

ARTICLE 21
West Natick Fire Station Signal Controls
(Board of Selectmen)

To see if the Town will vote, subject and pursuant to General Laws Chapter 40, Section 3, Section 4, and Section 15, and any other enabling law, to authorize the Board of Selectmen to release and convey all right, title and interest held by the Town, to the Commonwealth of Massachusetts Department of Transportation, on such terms and conditions, which may be nominal consideration, as the Board of Selectmen deems appropriate, of a portion of certain Town property located at 268 Speen Street for a shared use walkway for pedestrian travel to be located within the state highway layout , or otherwise act thereon.

ARTICLE 22
Amend Article 20 of the Natick Town Bylaws
(Board of Selectmen)

To see if the Town will vote to amend the chart entitled "MULTIPLE MEMBER BODY APPOINTMENTS MADE BY THE TOWN ADMINISTRATOR" set forth in Article 20, section 5, of the Natick Town Bylaws, to be consistent with the Massachusetts General Laws, by striking the phrase "Commission on Disability", or otherwise act thereon.

ARTICLE 23
Alteration of Layout of North Main Street (Route 27) and Adjacent Streets
(Board of Selectmen)

To see if the Town will vote to accept as a public way the altered layout of North Main Street (Route 27) and adjacent streets thereto, to include within the layout of North Main Street and adjacent streets certain fee interests and permanent easements as shown on a plan entitled "Layout Alteration Route 27 Roadway Improvements North Main Street Natick, Massachusetts," dated April 2, 2019, prepared by Lighthouse Land Surveying, LLC, as said plan may be amended, said plan on file with the Town Clerk; or otherwise act thereon.

ARTICLE 24
Transfer of Land and Grant of Easement to Natick Affordable Housing Trust: 299-301 Bacon Street
(Board of Selectmen)

To see if the Town will vote to transfer from the Board of Selectmen to the Natick Affordable Housing Trust, the care, custody, management, and control of land identified as 0.28 acres, Assessor's Parcel No. 26-0000164A, located at 299-301 Bacon Street, as shown on a Plan entitled "Subdivision Plan on Land in Natick, Midwest Engineering, Inc., Surveyors, dated June 23, 2003," recorded as Plan Number 18326B with the Land Court Registration Office, deed into the Town of Natick recorded in the Middlesex South Registry of Deeds at Book 1470, Page 1; and further, to authorize the Board of Selectmen to grant to the Natick Affordable Housing Trust, an easement over the Town right-of-way, for the purposes of installation and maintenance of a sewer main, as show in the Plan entitled "Plan and Profile, Sewer Force Main, Plan of Land in

Natick, Mass.", prepared by Sullivan Surveying Company, LLC, Sheet C2, revision date 7/2/19, on file in the Board of Selectmen's office; or to take any other necessary action to effectuate the purposes of this Article; or to act otherwise thereon.

ARTICLE 25
Access to Hunnewell Fields
(Board of Selectmen)

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, taking by eminent domain, or otherwise, any interest or interests in all or part of the property located at 22 Pleasant Street, Natick MA, for access to the Hunnewell Fields; and further, to authorize the Board of Selectmen to transfer any portion of town-owned land acquired under the deed recorded in the Middlesex South Registry of Deeds at Book 2962, Page 41, on such terms and conditions, which may be nominal consideration, as the Board of Selectmen deems appropriate, as necessary to effectuate the purposes of this article; and further, to see what sum of money the Town will vote to raise and appropriate, borrow, transfer from available funds or otherwise provide for the purposes of this article; or to act otherwise thereon.

ARTICLE 26
22 Pleasant Street
(Recreation and Parks Commission and Seth Levine et al)

To see what actions the Town will take or vote to change, amend, modify, augment, or supplant its previous votes under Article 35 of 2015 Spring Annual Town Meeting, Article 29 of 2016 Spring Annual Town Meeting, Article 27 of 2017 Fall Annual Town Meeting, or any other Article of any Town Meeting which authorized negotiation, appropriation of funds, raising of funds, transfer from available funds and/or borrowing authorization for the acquisition of property known as 22 Pleasant Street; being shown as Assessors Map 64, Lot 44 in South Natick (the Site) by purchase, gift, eminent domain, or other means.

Provided however that no reduction of any previous appropriation or borrowing authorization may occur under this Warrant Article, except as expressly provided below regarding the substitution in whole or in part of other funds, and further provided that no previous authorization for negotiation, acquisition by gift, purchase, eminent domain or other means may be rescinded under this Warrant Article, but allowing that non monetary restrictions and non monetary conditions (the term 'non monetary' meaning other than appropriation or borrowing) in any previous votes may be modified or removed as provided later within this Article; and to allow

a) That such changes, amendments, or modifications to authorize the Board of Selectmen to purchase, acquire, accept by gift, or take by eminent domain a comprehensive surface and air rights easement for open space, recreation, park, playground, access, parking, boating, and/or other purposes ("Comprehensive Easement") for all, or substantially all, of the Site; and/or limited or total sub surface easements for all or portions of the Site and/or
b) That any subsurface easement may vary in depth and/or in lateral scope within the Site in order to avoid areas of underground contamination including but not limited to any areas of contamination that rise or fall with periodic changes in the water table. (The purpose of this provision, including but not being limited to, that any subsurface easement does not need to extend down to or to include any layers of identified underground contamination or underground tanks); and/or
c) That such Comprehensive Easement may alternatively be used for portions of the Site in conjunction with fee acquisition for other portions of the Site, provided that such combination result, at a minimum, in acquisition of all or substantially all the surface and air rights of the Site; and/or
d) That a Comprehensive Easement for all or substantially all of the Site or in combination with fee acquisition include all beneficial surface and above ground rights, uses,

buildings, structures, trees, areas of now or former canals located east of Pleasant St. , and the like, and/or in conjunction with limited or total subsurface easements for improvements for utilities and drainage or other subsurface areas; and/or

e) That the intent of the above clause and purpose of this Warrant Article and the term Comprehensive Easement being that the Town would become the holder of all or substantially all of such beneficial surface and air uses and rights for the benefit of the public and/or Town such that no private rights of surface and/or air rights or uses remain with the current owner of the Site (except as expressly allowed below), but that any underground area or volume of and/or subsurface area of environmental contamination and any contaminated area of the building may be excluded. (This provision being a precaution that easement rights are often narrowly construed allowing a fee owner to retain all rights of ownership and use unless expressly taken or acquired and being that the town would acquire all or substantially all the beneficial surface and above ground uses and rights of the Site.); and/or

f) That subject to the required provisions and prohibitions stated elsewhere in this Article, Town Meeting may expand the purposes and or remove or modify non monetary conditions or non monetary restrictions in any previous vote of Town Meeting for any acquisition of the Site but only in order to accomplish the purposes of this Article which are at a minimum acquiring all or substantially all of the surface and air rights of the Site; and/or

g) That the condition in Article 27 of 2017 Fall Annual Town Meeting may be removed or modified, but only to accomplish or to allow the purposes of this Article, which condition stated “provided that the Board of Selectmen is not authorized to acquire said property unless a Purchase and Sale Agreement, satisfactory to the Board of Selectmen, is entered into with the owner of said property" (it being noted, among other things, that said provision of 2017 Fall Annual Town Meeting might prevent any exercise of any eminent domain power); and/or

h) That said land be subject to an Activity and Use Limitation to encompass and/or to encapsulate or otherwise restrict use of any areas of or over identified contamination; and/or

i) That any portion of the Site acquired under this Article may be acquired subject to or provide for a subsequent Activity and Use Limitation especially, but not necessarily, limited to any surface areas above underground contamination; and/or

j) That an Activity and Use Limitation may provide or require that such areas be paved over and encapsulated. (For example purposes only, as is required of and in the purchase of the contaminated rail trail land acquired by the Town but not restricting the town to the same paving or encapsulation methods or approaches.); and/or

k) To allow access, whether by right, permission or otherwise, through designated portions of the Site once acquired under this Article for the use of the Wellesley Cooperative Nursery School (or any similar charitable trust successor) located on deed restricted land under the deed of Isabella Pratt Hunnewell Shaw at Merrill Road (a private way) abutting Hunnewell Park; and/or

l) That other funds may be appropriated, raised or transferred from available funds including, without limitation, any stabilization fund, to substitute for all or part of the borrowing authorization under previous votes of Town Meeting in which case only then may the previous borrowing authorization be reduced under this Article and in which case any remaining borrowing authorization must be maintained in an amount such that the sum of such other funds and any remaining borrowing authorization shall be equal , at a minimum, at the total dollar amount appropriated in previous votes of Town Meeting; and/or

m) That FAR Bonus Stabilization Funds may be appropriated and used, as part of the acquisition contemplated under this Article, for the portions of the site which are zoned RG and/or RSB and/or for any portion zoned I-1 which is open space; and/or

n) To allow any fee acquisition, Comprehensive Easement, or combination thereof, either to permit or to require the owner of the Site or other party to:
   i) remove all or part of the existing building,
   ii) fill any basement or substructure areas that are removed with clean fill,
   iii) excavate, remove and replace any contaminated soil with clean fill,

iv) excavate and remove any underground tanks and replace same with clean fill,
v) excavate and remove any underground wheels, machines, generators, water flow harnessing devices, and the like and replace same with clean fill,
vi) the preference being that areasof now or former canals east of Pleasant St not be filled in such a way that such canal use cannot be revived
vii) specify that such removal and replacement activities may occur either before or for a period of time after the closing on or eminent domain taking of the Town contemplated under this Article,
viii) that access may be allowed for the owner or other party after the closing, or eminent domain taking for such period of time as the Selectmen may negotiate to accomplish the purposes of this Article, and/or
ix) that such subsequent access may include monitoring of the Site
x) that any such subsequent access shall be allowable under this Article notwithstanding any other provision of this Article; and/or

o) To allow that the Comprehensive Easement may also be used in any combination with fee acquisition such as for example that the parts of the site which are clean and free of buildings may be acquired in fee and the other parts acquired by Comprehensive Easement and that the meaning of Comprehensive Easement may include any combination provided such combination is, at a minimum , for all or substantially all of the surface and air rights of the Site; and/or
p) That any combination of fee acquisition and Comprehensive Easement may be authorized under this Article provided that any such combination, at a minimum, be for all or substantially all of the surface and air rights of the Site; and/or
q) To allow that any Comprehensive Easement or fee under this Article to include:
i) the portions of the Charles River that are recorded as part of the 22 Pleasant Street lot; and
ii) any and/or all above ground, surface and/or subsurface utilities serving or accessible to 22 Pleasant Street; and
iii) any and/or all rights of 22 Pleasant St on, of and/or to lands, flow lands, dam access and repair, submerged lands and or all other real property interests and rights located to the west of Pleasant Street.

Further, to authorize the Board of Selectmen and other applicable boards, commissions, and personnel to apply for and receive grants or gifts for the purposes of this Article and to take all action necessary or appropriate to accomplish the purposes of this Article; and/or

And further provided that the Town may vote to increase the previous appropriation and/or borrowing authorization; and/or otherwise raise, and/or transfer from available funds, or appropriate from Stabilization Funds; for the acquisition by purchase or taking by eminent domain of fee, or Comprehensive Easement, or combination thereof, and/or to see what sums the Town will appropriate, raise or transfer from available funds for due diligence regarding the Site; and

And further provided that under this warrant article:

The term “substantially all” under this Article shall have a meaning of more than 80% of the total of surface rights (including associated air rights), and that surface rights include above ground improvements areas providing, for purposes of clarity, that where the Selectmen agree or the owner provides that the building may be removed, that then the footprint area of the building or any portion so removed will count as part of surface rights (including associated air rights); and

The term “substantially all” under this Article can exclude areas of contamination below the surface or below the bed in the Charles River bed and may exclude identified areas of surface or building contamination that are not remediated by the owner or other party; and

Any such surface areas or building areas so excluded shall first be deducted from 100% for the purposes of measuring 80%; and

Any further exclusions, which are not for reasons of environmental contamination, may not result in less than "more than 80%" of the total overall surface rights and building footprint areas being acquired; and

Any easement or fee acquisition or combination thereof for only driveways and/or streets to access the Hunnewell Park is not permitted under this Article; and

The term "substantially all" under this Article cannot be used to reduce the acquisition under this Article to the sum of driveway or street access to Hunnewell Park plus de minimis additional land area or rights;

Or otherwise act thereon.

ARTICLE 27
Real Estate Transfer Surcharge In Support of Affordable Housing
(Natick Affordable Housing Trust Fund)

To determine whether the Town will authorize the Board of Selectmen to petition the General Court for special legislation that would impose a real estate transfer fee to be used by the Natick Affordable Housing Trust for the purposes of acquiring, creating, preserving, rehabilitating, restoring and supporting affordable housing in the Town, or take any other action relative thereto.

ARTICLE 28
Land Area of the Town and its Makeup
(Julian Munnich et al)

To see whether the Town will vote to establish a study committee of Town Meeting, appointed by the Moderator, to address, research, study, analyze, and recommend action regarding: The true gross land area of the Town and its makeup by statutory, regulatory, and ownership components; including but not limited to the total land area zoned for residential, commercial or industrial use as pertains to MGL c.40B §§ 20-23, 760 CMR 56 and/or related guidelines issued by DHCD or any office of the Commonwealth or established in any legal proceeding; and, without limitation:

1) To establish the number and/or qualifications of committee members to be appointed;

2) To establish the charge of said committee including, but not limited to:

- Identify any and all components of the calculation and all individual parcels or acreage owned by the United States; the Commonwealth; or any political subdivision thereof; the Department of Conservation and Recreation or any state public authority; or where all residential, commercial, and industrial development has been prohibited by deed, decree, zoning or restrictive order of the Department of Environmental Protection pursuant to M.G.L. c. 131, § 40A; or is dedicated to conservation or open space whether under control or ownership by trusts, corporations, partnerships, private parties, or elsewise; or is contained in the Subsidized Housing Inventory; and the size of all bodies of water located within Natick;

- Gather any other information necessary to analyze, evaluate, and calculate the Town's position relative to sites potentially comprising one and one half per cent or more of the total land area zoned for residential, commercial, or industrial use.

- Identify and recommend any zoning changes or other actions that might strengthen or improve the Town's position relative to meeting or exceeding any statutory or regulatory tests and criteria;

- Report its findings and recommendations to 2020 Spring Annual Town Meeting or such other date as Town Meeting shall establish provided, however, that this shall not preclude any preliminary or earlier report(s) to Town boards, committees, commissions, or to Town Meeting;

3) To authorize said committee to develop a database of properties to be included in and/or excluded from either the numerator or the denominator of any statutory calculation;

4) To provide that said committee shall have access to Town Counsel and to Town staff, including but not limited to the Community and Economic Development, DPW (GIS), and Finance (Assessors) divisions and may utilize the services of outside consultants;

5) To provide for a method to engage any such outside consultant or other vendor including, without limitation, a reserve fund transfer by the Finance Committee;

6) To see what sum of money the Town will appropriate to accomplish the purpose of said committee;

7) To set the term of said study committee to expire upon the dissolution of 2020 Spring Annual Town Meeting or such other date as Town Meeting shall establish unless otherwise extended by Town Meeting;

8) Said committee, being a multiple member body under the Town Charter, is authorized to sponsor warrant articles for any Annual or Special Town Meeting Warrant;

or otherwise act thereon.

ARTICLE 29
Adjust Housing Density and Residential Parking Regulations in the Downtown Mixed-Use District
(Ganesh Ramachandran et al)

To see if the Town will vote to amend the Town of Natick Zoning Bylaws to adjust the density of housing permitted and residential parking required in the Downtown Mixed-Use District, to help achieve the following goals:

1. Encourage a mix of housing types and sizes, at a range of affordable price points;

2. Increase housing options for single-person households, empty-nester couples, veterans, people with disabilities, and long-term Natick residents who seek to downsize while remaining in Natick;

3. Encourage car-free, or minimal car ownership households proximate to the Natick Center Commuter Rail station, to reduce new demands on traffic and parking;

4. Support new businesses that enliven Natick Center and provide desirable restaurant and retail alternatives for residents and visitors.

Or otherwise act thereon.

ARTICLE 30
Amend Zoning By-laws: Creative Production Use Zoning Amendment
(Planning Board)

To see if the Town will vote to amend the Zoning Bylaws to:

1) Add definitions for “Creative Production “to Article I, Section 200 of the Town of Natick Zoning Bylaw;

2) To determine which zoning district(s) such uses may be permitted By-Right or by Special Permit;

3) To determine intensity, dimensional and other regulations for such uses as may be permitted by right or by special permit and

4) To determine off-street parking standards and regulations for such uses as may be permitted By Right or by Special Permit;

or otherwise act thereon.

ARTICLE 31
Amend Zoning Bylaws: Specialty Craft Fabrication Zoning Amendment
(Planning Board)

To see if the Town will vote to amend the Zoning Bylaws to:

1) Add definitions for "Specialty Craft Fabrication";

2) To determine which zoning district(s) such uses may be permitted By-Right or By Special Permit;

3) To determine intensity, dimensional and other regulations for such uses as may be permitted by right or by special permit and

4) To determine off-street parking standards and regulations for such uses as may be permitted By-Right or by Special Permit;

or otherwise act thereon.

ARTICLE 32
Amend Zoning By-Laws: Downtown Business (DB) District Zoning Amendment
(Planning Board)

To see if the Town will vote to amend the Town of Natick Zoning By-Laws by:

A. Establishing, creating or defining a new Section III-EE Downtown Business District (DB) after Section III-E as follows, including but not limited to:

1. Purpose and intent;
2. Use regulations for DB districts;
3. Dimensional and density requirements;
4. Procedures;
5. Design review board;

B. Amending Section V-D OFF STREET PARKING AND LOADING REQUIREMENTS to define off-street parking standards for DB districts;

or otherwise act thereon.

ARTICLE 33
Amend Zoning By-Laws: Non-Conforming Uses, Large Residential Additions Zoning Amendment
(Planning Board)

To see if the Town will vote to amend the Zoning By-laws to amend Section V-A (4), Nonconforming Uses, by:

1. Amending, modifying or adding, without limitation, to Section 200 Definitions for "Large Additions, Residential";
2. Adding, without limitation, provision(s) for regulating alteration, addition or demolition/reconstruction activity yielding "large additions" on nonconforming single and two-family dwellings;
3. Amending, modifying, or adding to Section VI – E – Board of Appeals, Special Permits;

or otherwise act thereon.

ARTICLE 34
Amend Zoning By-Laws: Alternate Uses In Residential Districts Zoning Amendment

(Planning Board)

To see whether the Town will amend Natick Zoning Bylaw Section V Special Requirements, to restrict non-residential uses in the setbacks of residential lots, or otherwise act thereon

ARTICLE 35
Amend Zoning Bylaw – Retail Marijuana Overlay Districts
(Planning Board)

To see if the Town will vote to amend the Town of Natick Zoning Bylaws as follows:
To correct and revise the properties previously designated for inclusion in Retail Marijuana Overlay Districts as voted by Town Meeting under 2018 Special Town Meeting #2, Article 2; or otherwise act thereon.

ARTICLE 36
Amend Article 2 Section 10-c of the Charter
(Town Meeting Practices and Rules Committee)

To see what action the Town will take to amend Article 2 Section 10-c of the Charter

1) To provide that residents or taxpayers who are not Town Meeting members have the right, subject to rules adopted from time to time, to speak but not to make motions or vote and /or
2) To otherwise make rights and restrictions in Article 2 Section 10-c consistent with Article 2 Section 10 b and/or
3) To provide a definition within the Charter and/or for the purposes of and/or within Article 2 Section 10 c of "taxpayers" for example but not limited to that taxpayers shall mean 'taxpayers owning real property interests and/or personal property subject to valuation and assessment by the Town Assessor and payment to the Town Treasurer Collector' or other definition and/or
4) otherwise act thereon.

ARTICLE 37
Report from Town Meeting Practices and Rules Committees
(Town Meeting Practices and Rules Committee)

To see what action the Town will take to hear and to discuss a report of the Town Meeting Practices and Rules Committee created by 2019 Spring Annual Town Meeting under Article 13 and /or

See what sums of money the town will appropriate, raise or transfer from available funds to provide for copies of a draft revised Town Meeting Member Handbook to be prepared for Spring Annual 2020 Town Meeting

or otherwise act thereon.

ARTICLE 38
Amend the Town of Natick By-Laws: Create New Standing Committee
(Town Meeting Practices and Rules Committee)

To see what action the Town will take to amend the Town of Natick By-Laws ("the By-Laws"), consistent with and pursuant to Article 2, Section 11(e) of the Town of Natick Home Rule Charter ("Committees"), the Massachusetts General Laws, Chapter 39 §16, or any other authority, to add a new and/or to amend any existing Article(s) or Section(s) of the By-Laws, including without limitation:

i) to create a standing committee, appointed by the Moderator, for the primary purpose of considering and making recommendations on all zoning warrant articles, motions and related zoning matters and reporting thereon in print to all Town Meeting Members and to set the

number of days in advance of Town Meeting action for such report except where compliance with this provision would defeat the purpose of a Special Town Meeting; and/or

ii) to determine the name, size and composition of such standing committee and to specify the eligibility, term and/or qualifications of the committee and for an individual to be a member of such committee provided however that no person holding an elective town office except Town Meeting member or constable shall be eligible to serve on said committee and to determine whether those serving on appointed committees or boards that have responsibility for issuing permits, approving expenditure of funds or exercising final authority over any matter shall be eligible to serve on said committee; and/or

iii) to allow such standing committee, in connection with its work, to conduct studies and analyses of the Town for the purpose of providing information and reports to Town Meeting and the Town on zoning, land use and related matters; and/or

iv) to provide that such committee, in connection with its work, have access to Town Counsel whether such provision is made in a new by law article or section of the By-Laws or within Article 22 – Town Counsel, Section 5 (c) of the By-Laws; and/or

v) to specify any other powers, duties or responsibilities of such committee; and/or

vi) to modify the duties of the Finance Committee under By-Law Article 23, Section 4 regarding consideration, reporting and recommending on all matters of business within the articles of any warrant where a standing committee has been created by Town Meeting pursuant to Article 2, Section 11(e) of the Charter and said standing committee is given primary or required advisory committee responsibility to study, review, recommend and reporting advance of Town Meeting on certain or particular types or categories of subject matter of warrant articles that otherwise would have been the required responsibility of the Finance Committee, and/or

vii) to permit the Finance Committee to consider such categories or types of matters of business at its discretion and/or

viii) to require the Finance Committee to consider such categories or types of subject matter of business if directed to do so by the Moderator regarding a particular warrant article of any town meeting and/or

ix) to modify or to add other reporting requirements and elements to the report of the Finance Committee for the benefit of Town Meeting and the public and/or

or otherwise act thereon.

ARTICLE 39
Amend the Town of Natick General Bylaws and Zoning Bylaws to change references to the Board of Selectmen to the Select Board, and to change references to Chairman to Chair (Jennifer Paige Adams et al)

To see if the Town will vote to amend the Town of Natick General Bylaws and Zoning Bylaws to change references to the Board of Selectmen to the Select Board, and to change references to Chairman to Chair, or otherwise act thereon

ARTICLE 40
Amend the Town of Natick Home Rule Charter to change references to the Board of Selectmen to the Select Board, and to change references to Chairman to Chair (Jennifer Paige Adams et al)

To see if the Town will vote to amend the Town of Natick Home Rule Charter to change references to the Board of Selectmen to the Select Board, and to change references to Chairman to Chair, or otherwise act thereon.

ARTICLE 41
Contact Information Requirement for Town Meeting Members and Elected Officials (Patricia Sciarra, et al)

To see if the Town will vote to request Town Meeting Members and Elected Town Officials to provide contact information to the Town Clerk that creates reasonable accessibility to its constituents, to members of Town Agencies, to appointed and elected officials. Reasonable access means ability to make contact in 48 hours or less.

ARTICLE 42
Feasibility Study for Increasing Parking Spaces for Morse Institute Library
(Saul Beaumont et al)

To see what sum of money the Town will vote to raise and appropriate, or otherwise provide, for a study to determine the feasibility of increasing the amount of Morse Institute Library parking places. The study of the area around the library including Clarendon Street is to determine the feasibility and cost for the following items, including but not limited to:

1. increase the safety of using library parking to avoid crossing a public street
2. bring the disabled parking spaces closer to the library to avoid crossing a public street
3. increase the quantity of parking spaces available to the public to better support the library usage of more than a thousand users per day

or any other criteria otherwise necessary to fulfill the objectives of the feasibility study. Or take any further action with respect thereto.

ARTICLE 43
Annual Appropriation to Subsidize the Operation of the Lincoln Café at the Community-Senior Center
(Jerry L. Pierce, Judy D'Antonio et al)

To see if the Town will vote to appropriate an annual amount of $10,000 to help subsidize the cost to continue to operate the Lincoln Café at the Community-Senior Center enabling us to continue to provide a healthy lunch at affordable prices for Senior Citizens of Natick which also provides them the opportunity to enjoy socialization with other Seniors with like interests; or otherwise act thereon.

ARTICLE 44
Rezone Properties Known as 1075 & 1085 Worcester Street from Industrial II to Highway Mixed Use I
(Paul McKeon et al)

To see if the Town will vote to amend the Zoning Bylaws ad Map with regards to:

1) replace the Industrial II (INII) zoning district with the Highway Mixed Use I (HMI) on certain lots;
2) Amend the Section III-B (3), (4), and (5) regarding Large Parcels – lower minimum parcel threshold for large parcels from 200,000 square feet;

The above articles are to be acted upon and determined exclusively by Town Meeting Members in accordance with Chapter 2 of the Acts of 1938 and Amendments thereto and the Town Charter and subject to the referendum provided thereby.

You are directed to serve this Warrant by causing an attested copy of said Warrant to be posted in the Post Office in said Natick; and at the following public places in said Natick, to wit: Precinct 1, Reliable Cleaners, 214 West Central Street; Precinct 2, Cole Recreation Center, 179 Boden Lane; Precinct 3, Kennedy Middle School, 165 Mill St.; Precinct 4, Lola's, 9 Main Street; Precinct 5, Wilson Middle School, 22 Rutledge Road; Precinct 6, East Natick Fire Station, 2 Rhode Island Avenue; Precinct 7, Lilja Elementary School, 41 Bacon Street; Precinct 8, Natick High School, 15

West Street; Precinct 9, Community Senior Center, 117 East Central Street and Precinct 10, Memorial Elementary School, 107 Eliot Street.

Above locations being at least one public place in each Precinct, in the Town of Natick, and also posted in the Natick U.S. Post Office, Town Hall, Bacon Free Library and Morse Institute Library seven days at least before October 15, 2019 also by causing the titles of the articles on the Warrant for the 2019 Fall Annual Town Meeting to be published once in the Newspaper called "The MetroWest Daily News," with notice of availability of an attested copy of said Warrant, said Newspaper published in the Town of Natick and said publication to be August 23, 2019.

Hereof fail not and make due return of this Warrant with your doings thereon to the Town Clerk at or before the time appointed for holding said meeting.

Given under our hands this, 19th Day of August 2019.

MICHAEL J. HICKEY, JR Chair	SUSAN G. SALAMOFF Vice Chair	JONATHAN H. FREEDMAN Clerk
RICHARD P. JENNETT, JR Member	KAREN ADELMAN-FOSTER Member	

Board of Selectmen for the Town of Natick

Certified copies of the Warrant are available at the Office of the Town Clerk, Natick Town Hall, 13 East Central St., Natick, MA between the hours of 8:00 a.m. – 5:00 p.m., Monday through Wednesday; 8:00 a.m.-7:00 p.m. on Thursday and 8:00 a.m.-12:30 p.m. Friday; the Warrant may also be accessed from the Town web site www.natickma.gov.

ARTICLE 42

FEASIBILITY STUDY OF CONCEPT

TO

IMPROVE MORSE LIBRARY PARKING

October 2, 2019

Saul Beaumont
saulbeaumont@hotmail.com

Article 42 – 2019 Fall Annual Town Meeting
Feasibility Study for Increasing Parking Spaces for Morse Institute Library

(Saul Beaumont 508-650-1587 saulbeaumont@hotmail.com)

To see what sum of money the Town will vote to raise and appropriate, or otherwise provide, for a study to determine the feasibility of increasing the amount of Morse Institute Library parking places. The study of the area around the library including Clarendon Street is to determine the feasibility and cost for the following items, including but not limited to:

- increase the safety of using library parking to avoid crossing a public street
- bring the disabled parking spaces closer to the library to avoid crossing a public street
- increase the quantity of parking spaces available to the public to better support the library usage of more than a thousand users per day

or any other criteria otherwise necessary to fulfill the objectives of the feasibility study.

Purpose of the Article

The purpose is to improve and make safe the inferior parking at the library to benefit the disabled, seniors, parents with children, and typical patrons. The objective is to obtain funding to perform a feasibility study of modifying **the area around the library including E. Central St., Washington St., and** Clarendon Street to create a superior parking arrangement that eliminates the current lack of safety and other deficiencies.

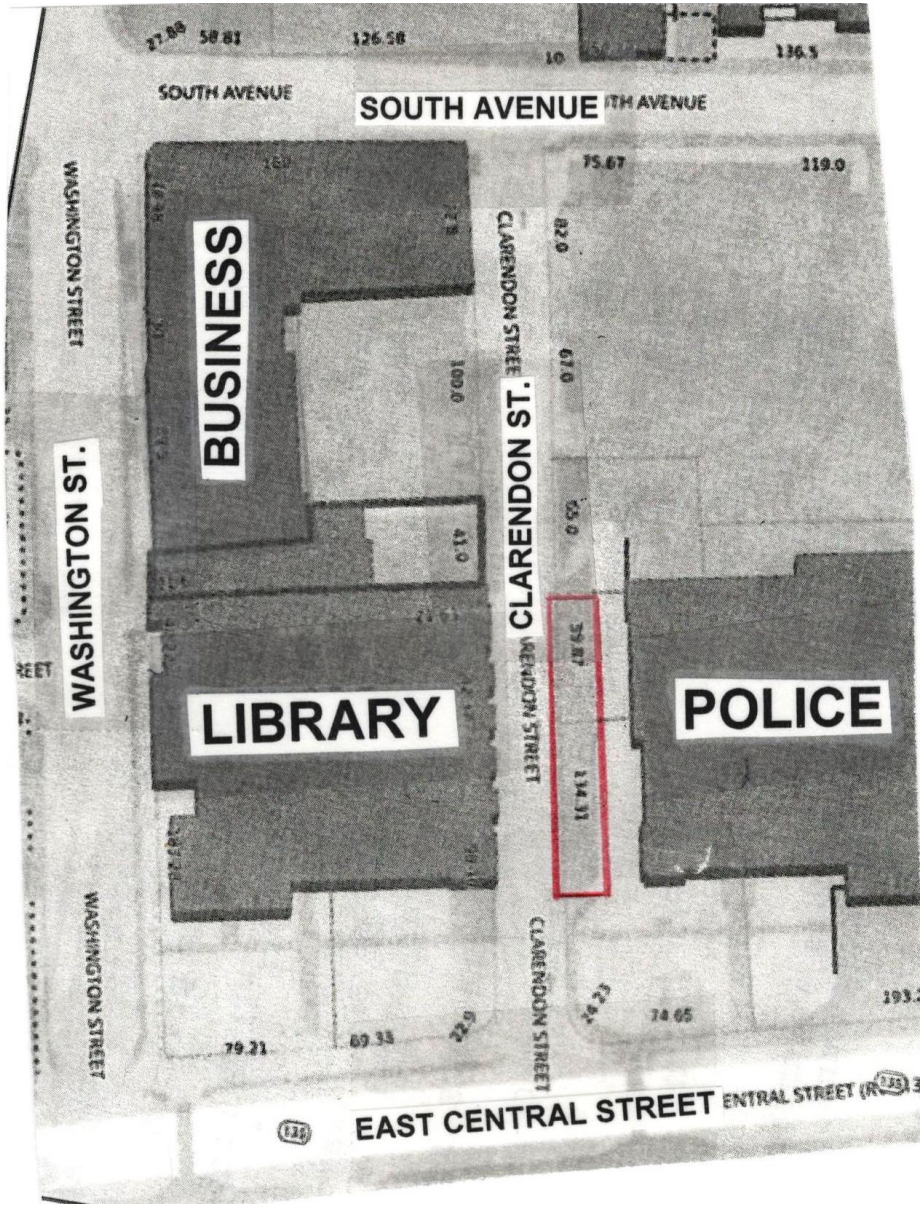
Motion

Move that the Town vote to appropriate the sum of $15,000 from Free Cash for the purpose of implementing a feasibility study for modifying **the area around the library including E. Central St., Washington St., and** Clarendon Street (the street between the library and the police station) to increase parking spaces for Morse Institute Library and to move the disabled parking spots next to the library. Said funding to be expended under the direction of the Engineering Division of the Department of Public Works in cooperation with the Morse Institute Library Board of Trustees.

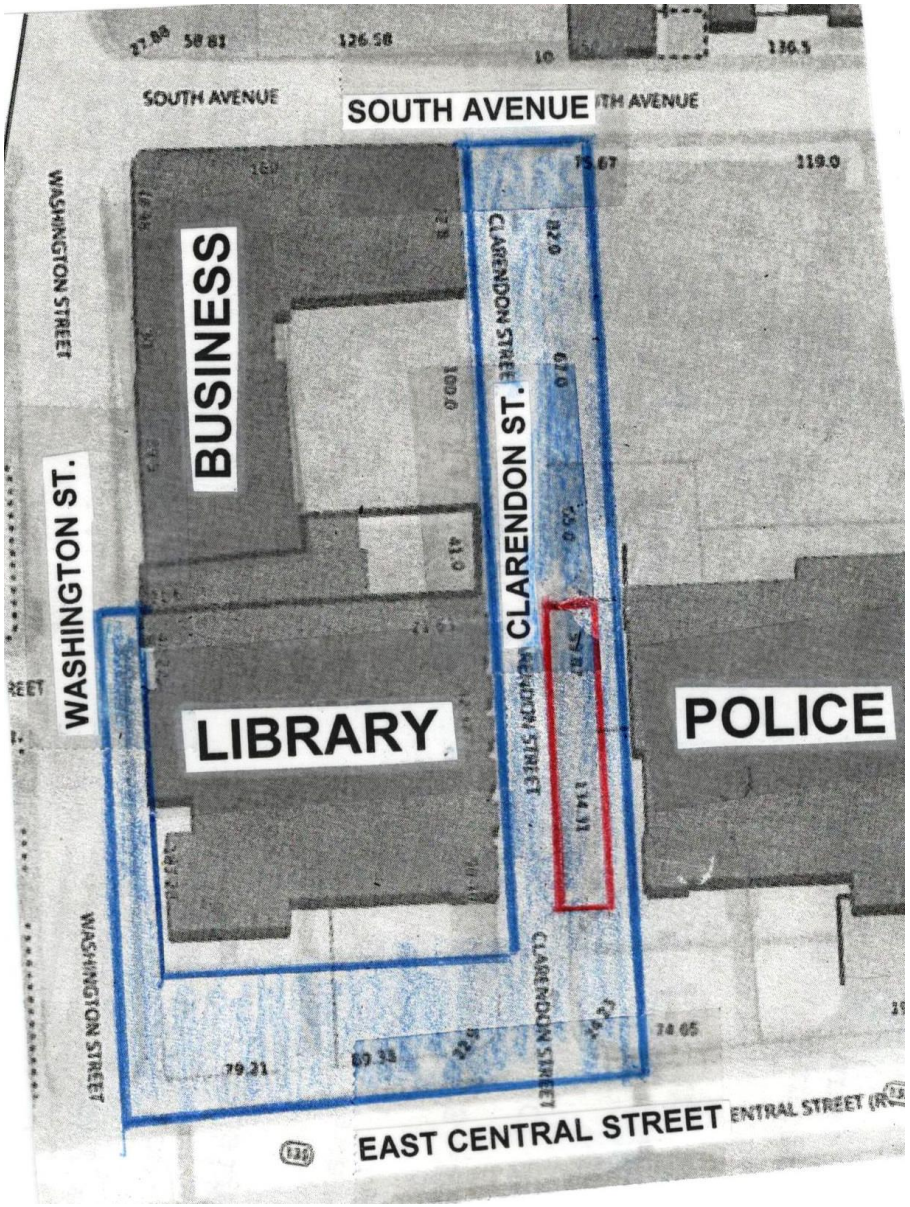
LIBRARY

POLICE

CURRENT PARKING



STUDY AREA FOR LIBRARY PARKING



GOALS

- CREATE MORE THAN 40 PLACES
- NO STREET CROSSINGS
- DISABLED PARKING ABUT BASE OF LIBRARY ENTRANCE RAMP
- SAFE LIBRARY ACCESS FROM ALL PARKING
- NO TIME LIMIT ON PARKING

804729v1

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Sarah A. Catignani

Ann M. O'Neill, Senior Counsel

Please respond to Quincy

August 4, 2014

Paul B. Griesmer, Chairman
Article 40 Committee
Natick Town Hall
13 East Central Street
Natick, MA 02186

Re: Hunnewell Playground, 22 Pleasant Street, Etc.

Dear Mr. Griesmer:

In my opinion the answers to some of the Committee's questions are as follows:

1. The cart road is within a fifteen (15) foot wide portion of the land shown on Town of Natick Assessors' Map 64, Lot 48. This land was conveyed to the Town of Natick by a deed from Arthur Hunnewell to the Town of Natick dated April 30, 1902 and recorded with the Norfolk County Registry of Deeds at Book 2962, Page 41. That deed provides that the land "shall be used as a playground and place of recreation for all the citizens" of the Town of Natick.

   A full title examination would be required to determine whether there has been any change in the status of that land. Absent such an examination, the available information indicates that the so-called cart path is owned by the Town of Natick for recreation for all the citizens of the Town of Natick.

   In my opinion the so-called cart path may be used for access to and egress from the athletic fields at the back portion of that land.

2. The Town of Natick does not have an access easement over that land. The Town of Natick owns that land.

3. If the subject land were rezoned from IN1 to RG, the 1967 variance would not change. The landowner could use the land for any use permitted as of right in an RG district. The landowner could apply for a special permit and, if successful, could use the land for any purpose allowed by that special permit.

4. The IN1 use restrictions currently contained in the Natick Zoning By-Laws apply to that portion of the property at 22 Pleasant Street, which is located within the IN1 district, unless:

   a. variance has been issued by the Natick Zoning Board of Appeals; or
   b. a use of the property is a valid, preexisting nonconforming use, i.e., it was a valid use when it was commenced, and it subsequently became nonconforming due to any amendment to the Natick Zoning By-Laws.

5. The vote of the 1960 Annual Town Meeting under Article 73 struck out the entire text of the Zoning By-Laws and established a new version of the Natick Zoning By-Laws.

The Committee has submitted, through you, several requests for opinions and information. It has required and will require substantial time to review and analyze the information in order to respond to the Committee. We will continue to do so within the constraints of time, resources, and other needs of the Town of Natick.

Very truly yours,

John P. Flynn /KCN

JPF\sd
804666v1 NATI03.00001

Section III – Questions with Response Boxes – To Be Completed By Petition Sponsor

Article # 25, FATM 2019	Date Form Completed: 9/30/2019
Article Title: ACCESS TO HUNNEWELL FIELDS	
Sponsor Name: Board of Selectmen	Email: selectmen@natickma.org

Question	Question
1	Provide the article motion exactly as it is intended to be voted on by the Finance Committee.
Response	Move that the Town vote to authorize the Board of Selectmen to acquire by gift, purchase, taking by eminent domain, or otherwise, an easement for vehicular access, non-motorized conveyance, and/or pedestrian access, on the property located at 22 Pleasant Street, Natick, MA, for access to the Hunnewell Fields which abuts the property to the North, such easement being located [over the driveway to 22 Pleasant Street currently being used for this same purpose]; and further to vote to raise and appropriate, borrow, transfer from available funds or otherwise provide [$100,000] for the purposes of this article; and to take all action necessary or appropriate to accomplish the purposes of this article.
2	At a summary level and very clearly, what is proposed purpose and objective of this Warrant Article and the required Motion?
Response	To authorize the Board of Selectmen to obtain legal rights of access to and egress from the Hunnewell Fields in order to preserve longstanding public access.
3	What does the sponsor gain from a positive action by Town Meeting on the motion?
Response	The authorization to pursue legal rights of access to and egress from the Hunnewell Fields.
4	Describe with some specificity how the sponsor envisions how: the benefits will be realized; the problem will be solved; the community at large will gain value in the outcome through the accompanied motion?
Response	The Town acquired the Hunnewell Fields well over 100 years ago. It is believed that,

	for many years, the Town has relied upon one or more informal, temporary, revocable and/or unrecorded arrangements with the owner of the adjoining parcel (known as 22 Pleasant Street) for access/egress. It has been reported that the owner of 22 Pleasant Street erected access barriers as far back as 2009, and perhaps one or more times even longer ago, which temporarily impeded the Town's ability to access the Fields. The Article 26 questionnaire asserts that the Board of Selectmen was informed of these access problems in July 2014 by the 22 Pleasant Street Study Committee, and "urged to seek an access solution". The questionnaire further notes that the Board of Selectmen did that – by sponsoring an "access article" in Spring 2015 (Article 34 of Spring 2015). But, the Board requested and received referral to the sponsor. At that Spring 2015 Town Meeting, and at subsequent Town Meetings, numerous Articles have been proposed which relate at least tangentially to the issue of access to the Fields. Several of these Articles have passed which, in the aggregate, have authorized the Board of Selectmen to acquire the *entirety* of 22 Pleasant Street in fee simple, for $3.2M, provided that the 22 Pleasant Street site be delivered to the Town with its documented environmental contamination having been fully remediated. With the assistance of Town Counsel, special environmental counsel, and a Licensed Site Inspector, the Board of Selectmen engaged in good faith negotiations with the owner of 22 Pleasant Street for at least two (2) years, before ultimately determining that the owner was insistent on transaction terms that were not within the scope of the Town Meeting authorizations. The Board reported this "impasse" to Town Meeting in 2018. At that time, Town Meeting did not support acquisition. Despite knowing of previous actions to impede the Town's access to the Fields, the focus for several years has been on more ambitious proposals – such as rezoning to accommodate an assisted living facility and, as noted above, acquisition of the entire 22 Pleasant Street site. Indeed, a more ambitious proposal is pending for the upcoming Fall Annual Town Meeting. With all of the past efforts having failed to produce demonstrable results (not for lack of effort), the Board of Selectmen finds itself essentially where it left off in Spring, 2015 – with an interest in addressing the specific issue of access to the Fields.
5	How does the proposed motion (and implementation) fit with the relevant Town Bylaws, financial and capital plan, comprehensive plan, and community values as well as relevant state laws and regulations
Response	The Town has a longstanding interest in maintaining and improving its playing fields, as noted in various master plans (including a plan specific to our playing fields).

6	Have you considered and assessed, qualified and quantified the various impacts to the community such as: • Town infrastructure (traffic, parking, etc.) • Neighbors (noise, traffic, etc.); • Environment and green issues (energy conservation, pollution, trash, encouraging walking and biking, etc.);
Response	Were the Town to acquire formal rights of access to the Fields, there would be little to no noticeable impacts to the community, as it would essentially affirm the Town's right to continue doing what it's been doing for decades. A formalized approach may even allow for some incremental safety improvement.
7	Who are the critical participants in executing the effort envisioned by the article motion? To this point what efforts have been made to involve those participants who may be accountable, responsible, consulted or just advised/informed on the impacts of executing the motion?
Response	The critical participants are the members of the Board of Selectmen, the Planning Board, Conservation Commission, Building Department, Town Meeting, Town Administration (in particular, Natick Public Works), Natick Police Department, Natick Little League, and the owner of 22 Pleasant Street. For Article 25, a qualified appraisal for an access easement will be required such that Town Meeting appropriates a sufficient sum to effect a taking of the required easement.
8	What steps and communication has the sponsor attempted to assure that: • Interested parties were notified in a timely way and had a chance to participate in the process, that • Appropriate town Boards & Committees were consulted • Required public hearings were held
Response	This has been a longstanding issue for the Town, and has been the subject of numerous committees, warrant articles, agenda items, legal and appraisal services over the last 5+ years. More recently, Town Administration has arranged for informal meetings with stakeholder representatives from the Board of Selectmen, the Recreation and Parks Commission, the Planning Board and others. The Board of Selectmen has made efforts to collaborate and to promote a unified, consensus approach toward addressing the access issue. The Board respects that others have thoughtful ideas and visions with respect to this subject matter, but its unanimous decision to sponsor an access ("only") Article reflects the Board's position that solving

	the access issue once and for all ought to be the immediate priority.
9	Why is it required for the Town of Natick AND for the sponsor(s)?
Response	The Fields are a key component of the Town's recreation program, and it is critical to maintain access and egress thereto.
10	Since submitting the article petition have you identified issues that weren't initially considered in the development of the proposal?
Response	Yes. There are alternative approaches to resolving the Town's longstanding interest in this property and adjoining playing fields, and considerable time and effort is still being expended. For example, since submitting Article 25, Town Administration has worked in parallel on determining whether there may be an "access solution" which does not require continued reliance on the 22 Pleasant Street site, or any other third-party owned property. A schematic rendering of such a solution has been provided to the Finance Committee and continues to be developed and refined in parallel. And, as noted above, the Board is aware of a proposal by the Recreation and Parks Commission (and certain individuals) to obtain a "surface and air rights easement" over all or substantially all of the 22 Pleasant Street site, as contemplated by Article 26. The questionnaire submitted in support of Article 26 seems to suggest that such a transaction structure would shield the Town from the environmental liability that prior Town Meeting authorizations (for acquisition of the fee) have gone to great lengths to address – i.e., Town Meeting has been very clear that its interest in acquiring the site in fee has been subject to a condition that the site be "clean" such that the Town would not find itself liability for known and unknown environmental conditions. The Board has been advised by legal counsel that such a transaction structure should not be assumed to equate to a shield from environmental liability, and the Board respectfully notes that the proponents of that proposal have not provided qualified legal support for the suggestion that the Town would be so shielded.
11	What are other towns and communities in the Metro West area, or the Commonwealth of MA doing similar to what your motion seeks to accomplish
Response	N/A.

12	If this Warrant Article is not approved by Town Meeting what are the consequences to the Town and to the sponsor(s)? Please be specific on both financial and other consequences.
Response	As noted above, the Town and the owner of 22 Pleasant Street are parties to a letter agreement from 2015 which provides that the owner may terminate the Town's access immediately upon the sale of the property (with no prior notice) or upon one year's prior notice. The owner delivered its "one year" notice late last year, and therefore purports to terminate the Town's access as of December 1, 2019. Both Town Administration and Town Counsel have reached out to the owner of the 22 Pleasant Street site (either directly or through his attorney) in an effort to pursue a long term solution to the access issue, without success. Further, it has been reported that the owner has been making ongoing efforts to market the property for sale, so presumably an "immediate" termination notice could be provided at any time were the property to sell. In other words, the Town appears to remain under constant threat of "losing" access to the Fields, which threat has existed for many, many years.

Section I - Instructions for completing this questionnaire

1. **The completed Questionnaire is due to Finance Committee at least 5 business days in advance of your scheduled hearing date. Email to: phayes.fincom@natickma.org**
2. Completing the questionnaire as requested is discretionary to the FinCom and is discretionary on the part of the petitioner. There is nothing to compel a petitioner under MGL, the Bylaws or Charter for anything that is requested
3. Finance Committee's request of the Article Sponsor to complete the questionnaire is supported by:
    a. Section 2-11(e) of the Natick Home Rule Charter which "provide(*s)* for the establishment of standing committees *(Finance Committee)* to which shall be referred the subject matter of warrant articles for study, review and report in advance of town meeting action."
    b. And by the Town of Natick By-Laws, Article 23, Section 4 Reports, Recommendations, "The Finance Committee shall consider all matters of business included within the articles of any warrant for a Town Meeting, and shall, after due consideration, report thereon, in print, its recommendation as to each article."
4. FinCom encourages article sponsors to provide complete and comprehensive answers to the questions. Your materials will be distributed to members well in advance of the Public Hearing date. The more specific and relevant information provided on the motion and the action you seek from Town Meeting the more prepared FinCom will be for the actual hearing with you.
    a. Incomplete questionnaires, questionnaires not submitted on time or submitted in the absence of a prepared motion by the petitioner, WILL cause your hearing to be rescheduled to a later date.
    b. This may mean that FinCom runs out of time to hear your article before the Finance Committee Recommendation Book closes for print and distribution and therefore there may not be a recommendation for Town Meeting to act on.
5. When ever references are cited (relevant passages from the Natick Charter or By-laws, Massachusetts General Law (M.G.L.), Code of Municipal Regulations or other legislation, survey results, maps, news articles, etc.), or documentation about what other communities have done (known or projected), include them in their entirety with this questionnaire as follows:
    a. For short citations you may include the content verbatim in the available response space. Please limit this to 500 words or less
    b. For longer citations or source documents please include them as attachments to the submission. For additional files use a file naming

includes your Article number, the sponsor last name and a short description name for the attachment/file (i.e. Article 27 _Doe_MGL Chapter 61A)

c. Whenever possible consider using URL links to the original source document in the response or as part of a list of attributions and sources that you provide. FinCom members can link to your provided materials easily and we all save paper and minimize the possibility of misplaced file attachments, etc.

6. An article seeking a change to Zoning By-laws, Town Charter or By-Laws requires:
    a. Zoning articles must identify the location in Town where the zoning change is to be applicable.
    b. For FinCom and Town Meeting the Motion you submit for the hearing requires:
        i. A complete copy of the current Zoning By-Law, Charter or Town By-Law language
        ii. A complete copy of the proposed final language in the finished form
        iii. A complete copy of a "red-lined" version of the language showing all changes, mark-ups, etc.
        iv. All of the above must be provided electronically in advance of the hearing by the due date identified by the FinCom Chair
    c. A Public Hearing with the Planning Board.
        i. It is expected that the Planning Board public hearing take place before the FinCom public hearing.
        ii. Sponsors should contact the Director of Community & Economic Development or the Planning Board Chair to schedule the required hearing.
7. The primary sponsor is expected to be the spokesperson/presenter at the FinCom hearings and at Town Meeting. If the sponsor is not prepared for that role they should be ready to designate someone else
8. Sponsors should review the questions and the prompts in Section II (the next section) in order to prepare their written responses and to understand the information FinCom seeks for the hearing
9. The actual question response template is in Section III.
    a. Be sure to complete the top section for article #, Title, Sponsor name and email contact information
    b. Responses should be typed directly in the response field, below the question field.
    c. The response field will expand as you type.
    d. Please use 11 or 12 point type
    e. Use bold, italics and underlines to help focus the reader's attention to key content.
    f. Avoid unnecessary formatting and font use
10. Once the Questionnaire is complete the sponsor can:
    a. Delete Sections I and II entirely and save on Section III. Or, save the entire file and return to Finance Committee to the contact below
    b. Save the file either as an MSWord document or as an Adobe PDF without any security passwords or restrictions.. The preference is to save in MSWord format.
11. When saving the final version use the following file naming convention: 2017 SATM Response Article (insert your article # without parentheses) Sponsor Name (insert your last name without parentheses) Date Submitted using two digit month, two digit day and four digit year with no spaces, or other

punctuation marks.

a. Example: 2017 SATM Response Article 28 Hayes 02172017
b. This file naming convention makes it easier for the Finance Committee to manage the files from all article sponsors and determine which is the most recent submission from each.

Section II - Questions and Additional Prompts

Question	Question	Additional Prompts
1	Provide the article motion exactly as it is intended to be voted on by Town Meeting.	*If the motion is long (more than one page) or involves a Zoning By-Law, Natick Home Rule Charter or Natick By-Law change please use additional sheets for the motion and carefully follow the instruction on motions of these types.*
2	At a summary level and very clearly, what is the proposed purpose and objective of this Warrant Article and the required Motion?	(Solving a problem through some action, providing new and currently unrealized benefits, extending some tangible existing value to a great level)
3	What does the sponsor gain from a positive action by Town Meeting on the motion?	Does the sponsor, have now or may have in the future, an equity interest; may realize a direct or indirect benefit now or in the future? What are those interests and/or benefits?
4	Describe with some specificity how the sponsor envisions how: • the benefits will be realized • the problem will be solved • the community at large will gain value in the outcome through the accompanied motion	Why does the sponsor believe the proposed solution is workable and effective? What is your understanding of who benefits and who pays? What do you perceive to be the pros and cons of the proposed motion both long-term and short-term? Has the sponsor done any primary or secondary research on this topic that can be shared? Are there analogs or benchmarks that can be drawn from other communities or private sector to support the desired outcome?

5	How does the proposed motion (and implementation) fit with the relevant Town Bylaws, financial and capital plan, comprehensive plan, and community values as well as relevant state laws and regulations?	What is your understanding of the cost implications, both operating and capital, both immediate and long-term to the town? Would this benefit cover gaps or overlap in any way with other Town projects or services?
6	Have you considered and assessed, qualified and quantified the various impacts to the community such as: • Town infrastructure (traffic, parking, etc.) • Neighbors (noise, traffic, etc.); • Environment and green issues (energy conservation, pollution, trash, encouraging walking and biking, etc.);	How does the proposed action fit into the framework of other local efforts currently underway (i.e. Natick Master Plan, Sustainability Initiatives, etc.)? Is state action pending?
7	Who are the critical participants in executing the effort envisioned by the article motion? To this point what efforts have been made to involve those participants who may be accountable, responsible, consulted or just advised/informed on the impacts of executing the motion?	Can a Town Committee or Town Official handle the matter more effectively? Is a vote of Town Meeting as effective as citizens' letters, telephone calls, or petitions in the case of addressing local issues?
8	What steps and communication has the sponsor attempted to assure that: • Interested parties were notified in a timely way and had a chance to participate in the process • Appropriate Town Boards & Committees were consulted • Required public hearings were held	Have the Board of Selectmen, Town Administrator, School Committee and Superintendent, Planning Board or other Town Agency had an opportunity to address the issue before bringing it to Town Meeting? Please provide the details as to which Boards, Committees or Commissions have held hearings, on what dates, how much time was spent by each in the hearing/meeting period, what was the

		outcome (vote, deferred, continued, etc.)
9	Why is it required for the Town of Natick AND for the sponsor(s)?	Why now versus at some later date? Has the problem been carefully defined and analyzed? Have alternative solutions been considered? Is more study required?
10	Since submitting the article petition have you identified issues that weren't initially considered in the development of the proposal?	What are those issues and how do they effect the efficacy of the proposed article
11	What are other towns and communities in the Metro West area, or the Commonwealth of MA doing similar to what your motion seeks to accomplish?	
12	If this Warrant Article is not approved by Town Meeting what are the consequences to the Town and to the sponsor(s)? Please be specific on both financial and other consequences?	

Section III – Questions with Response Boxes – To Be Completed By Petition Sponsor

Article #39 and 40	Date Form Completed:
Article Titles: Rename Board of Selectmen in Town Bylaws and Town Charter	
Sponsor Name: Paige Adams	Email: adamswiest@gmail.com

Question	Question
1	Provide the article motion exactly as it is intended to be voted on by the Finance Committee.
Response	See attached for motions for articles 39 and 40.
2	At a summary level and very clearly, what is proposed purpose and objective of this Warrant Article and the required Motion?
Response	The purpose of these articles is to change gendered language in our Bylaws, Zoning Bylaws and Charter to gender-neutral terms. The objective is to provide clarity, by adjusting the language to reflect reality and common practice, and to promote inclusion in language relating to town matters.
3	What does the sponsor gain from a positive action by Town Meeting on the motion?
Response	As a female, I personally gain a feeling of inclusion in my community when the language around town matters in gender-neutral and does not exclude me. All members of the community benefit when our governing documents reflect the rights and stature afforded to us as citizens, voters and residents.
4	Describe with some specificity how the sponsor envisions how: the benefits will be realized; the problem will be solved; the community at large will gain value in the outcome through the accompanied motion?
Response	This article is feasible; I have worked closely with the Town Clerk and Town Moderator on how these changes would be accomplished, as they have been in about 85 other Towns across the Commonwealth.. The changes proposed will benefit every citizen of the Town of Natick by providing clarity and promoting inclusion. The positives of this article are that it brings our Town Bylaws and Charter in line with those of other towns; it also encourages our citizens to view Town government as gender-neutral. The only negative is that there may be some initial awkwardness of spoken language as citizens and members of town government get used to the name change. The problems of exclusion and confusion regarding the gender make-up of the Board of Selectmen will be solved in terms of its identifier, and we will all benefit by showing others we are an inclusive community.
5	How does the proposed motion (and implementation) fit with the relevant Town Bylaws,

	financial and capital plan, comprehensive plan, and community values as well as relevant state laws and regulations
Response	There are no costs other than some slight administrative costs relating to stationery. The article provides for the validity of currently inventoried stationary and documents, and all references to current terminology.
6	Have you considered and assessed, qualified and quantified the various impacts to the community such as:

	• Town infrastructure (traffic, parking, etc.) • Neighbors (noise, traffic, etc.); • Environment and green issues (energy conservation, pollution, trash, encouraging walking and biking, etc.);
Response	There are no such impacts to the community whatsoever.
7	Who are the critical participants in executing the effort envisioned by the article motion? To this point what efforts have been made to involve those participants who may be accountable, responsible, consulted or just advised/informed on the impacts of executing the motion?
Response	The critical participant is Diane Packer, as Town Clerk, and the Board of Selectmen's and Town Administrator's office. I have worked closely with the Town Clerk on this article. I have also sought advice from Town Moderator. As sponsor, I anticipate meeting with the Board of Selectmen in their consideration of these articles.
8	What steps and communication has the sponsor attempted to assure that: • Interested parties were notified in a timely way and had a chance to participate in the process, that • Appropriate town Boards & Committees were consulted • Required public hearings were held
Response	The Town Meeting process provides for public and board participation. As a proposed Charter change, the public will have a voice at the March 2020 Town Election ballot, subject to favorable Town Meeting action on Article 40.
9	Why is it required for the Town of Natick AND for the sponsor(s)?
Response	The changes are not required, but are desired and feasible. The issue of gender-neutral language is important and we should not put off any longer changing the language of our Bylaws so that they are no longer nominally exclusionary to women.
10	Since submitting the article petition have you identified issues that weren't initially considered in the development of the proposal?
Response	No I have not, although the number of communities that have made this change is greater than I realized. In addition, while these articles were intended to change the name of the Board of

	Selectmen, it turns out that ourBylaws and Charter have references to Chairman and Chairperson that will be changed to Chair in Articles 39 and 40, respectively. And in addition, a clause is proposed for both the Bylaws and Charter that references the Board of Selectmen and the equivalence, for purposes of law, to the Select Board.

11	What are other towns and communities in the MetroWest area, or the Commonwealth of MA doing similar to what your motion seeks to accomplish
Response	Several towns in the MetroWest area and across the state have already changed the language of their Bylaws (and Charter, where applicable) to be gender-neutral. A current list is attached, provided by the Massachusetts Municipal Association.
12	If this Warrant Article is not approved by Town Meeting what are the consequences to the Town and to the sponsor(s)? Please be specific on both financial and other consequences.
Response	There are no known consequences if the articles are not approved this Fall. I will advance it again at Spring Town Meeting.

Question 1
Recommended motions for Articles 39 and 40.

Article 39
Motion A (General Bylaws)

Move to amend the Town of Natick Bylaws by

1. Replacing the word “selectmen” or “Selectmen” in Article 21A-5; Article 22-4, 6, 7, 8; Article 24-14.2, 15.2; Article 26-1; Article 40-2; Article 41-2, 4, 6; Article 50-1, 3, 5, 16.12; Article 51-6, 9f; Article 72-3; Article 73-1, 2, 3; Article 74-1, 2, 3; Article 75-4, 7, 11; Article 77-1 with the words “Select Board”
2. Replacing the words “Board of Selectmen” or “board of selectmen” anywhere they appear with the words “Select Board”
3. Removing from Article 60-3 the words “(the Board)”
4. Replacing the word “Board” in Article 60-4 with the words “Select Board”
5. Removing in its entirety Article 51-1, subsection m, which reads “(The term "Selectmen" means the Natick Board of Selectmen.)”
6. Replacing the word “chairman” in Article 23-1.3 with the word “chair”

7. Replacing the word “chairperson” in Article 25-1 with the word “chair”
8. Inserting in Article 10 a new section 5 (e) that shall read “Renamed Executive Board. The Select Board shall be the entity historically known as the Board of Selectmen. The Select Board shall have and exercise all legal rights, authority, duty and responsibilities vested in a Board of Selectmen by any votes of the Town and the laws of the Commonwealth,including but not limited to the Massachusetts General Laws, Code of Massachusetts Regulations and any bylaws and special acts applicable to the Town ofNatick. To the extent reasonably practical, all policies, regulations, documents and Town communications shall be amended to replace references to the Board of Selectmen with Select Board, and to replace references to Selectmen with Select Board Members.”

Motion B (Zoning Bylaws)

Move to amend the Town of Natick Zoning Bylaws by

1. Replacing the word “Selectmen” in Article VI-E with “Select Board”
2. Replacing the words “Board of Selectmen” anywhere they appear with the words “Select Board”

Article 40
Motion

Move to amend the Natick Home Rule Charter by

1. Replacing the word “selectman” in Article 3-1 (g) with the words “the Select Board”
2. Replacing the word “selectmen” in Article 3-1 (g) with the words “Select Board members”
3. Replacing the words “Board of Selectmen” or “board of selectmen” anywhere they appear with the words “Select Board”
4. Replacing the word “Selectmen” or “selectmen” anywhere they appear with the words “Select Board”
5. Replacing the word “chairman” in Article 2-11 (d) with the word “chair”
6. Inserting a new section 3-2 (e) that shall read “Renamed Executive Board. The Select Board shall be the entity historically known as the Board of Selectmen. The Select Board shall have and exercise all legal rights, authority, duty and responsibilities vested in a

Board of Selectmen by any votes of the Town and the laws of the Commonwealth, including but not limited to the Massachusetts General Laws, Code of Massachusetts Regulations and any bylaws and special acts applicable to the Town of Natick."

Question 11

The following Towns have changed from Board of Selectmen to Select Board, according to the Massachusetts Municipal Association as of August 29, 2019:

Arlington
Alford
Andover
Ashfield
Ashland
Bernardston
Blandford
Brewster
Brookline
Buckland
Carver
Charlemont
Chesterfield
Clarksburg
Colrain
Concord
Conway
Dalton
Dartmouth
Dedham
Deerfield
Dunstable
Gill
Goshen
Granby

Grafton

Granville

Great Barrington

Groton

Hadley

Harvard

Hawley

Heath

Hinsdale

Holland

Hopkinton

Ipswich

Leicester

Leverett

Leyden

Longmeadow

Mansfield

Middlefield

Milton

Monroe

Montague

Monterey

Mount Washington

Nantucket

New Ashford

New Braintree

Needham

New Salem

North Reading

Northfield

Otis

Petersham

Phillipston
Plainfield
Provincetown
Plymouth
Reading
Rowe
Royalston
Russell
Sharon
Shelburne
Shutesbury
South Hadley
Southwick
Stoneham
Sunderland
Truro
Wales
Warwick
Washington
Wellfleet
Wendell
Westhampton
Westwood
Whately
Williamstown
Winchester
Windsor
Worthington

To: Paige Adams
From: Josh Ostroff
Date: October 1, 2019
Re: 2019 FATM Article 39, Amended and Alternative Language for Motion B

A member of the Planning Board has suggested that Motion B under Article 39, which would change the Zoning Bylaws, may need to reference specific sections, rather than make global changes. I think Town Counsel can provide an opinion. If that is required, I have provided an Alternative Motion B, below. Also, in the Motion B previously provided (and voted by the Finance Committee), there should also have been a reference to change the word "Chairman." So as a technical correction, if a global change to the Zoning Bylaws is allowed, I propose an Amended Motion B.

Amended Motion B (global changes permitted)

"Move to amend the Town of Natick Zoning Bylaws by

1. Replacing the word "Selectmen" in Article VI-E with "Select Board"
2. Replacing the words "Board of Selectmen" anywhere they appear with the words "Select Board"
3. Replacing the word "Chairman" with the word "Chair" anywhere it appears."

Alternative Motion B (global changes not permitted)

"Move to amend the Town of Natick Zoning Bylaws by replacing the words "Board of Selectmen" however capitalized, with the words "Select Board" in the following sections:

Section I, Section 200, Definitions, subsection "Public Transit Endowment:"

Section III-A.3 FLOOD PLAIN DISTRICT subsection C-3-c

Section III-A.6 AFFORDABLE HOUSING, subsection C-10.4

Section III-E DOWNTOWN MIXED USE DISTRICT, subsections 4-B, 4-B-4, and 4-B-5

Section V-D OFF-STREET PARKING AND LOADING REQUIREMENTS, subsection 3-s

Section V-H SIGNS AND ADVERTISING DEVICES, subsection E-5

Section VI-E BOARD OF APPEALS, paragraphs 1 and 2

Section VI-EE PLANNING BOARD AS SPECIAL PERMIT GRANTING AUTHORITY, subsection 2-b

And to replace the word "Selectmen" with the words "Select Board" in the following section:

Section VI-E BOARD OF APPEALS, Paragraph 7

And to replace the word "Chairman" with the word "Chair" in the following sections:

Section VI-E BOARD OF APPEALS, Paragraph 2

Section VI-EE PLANNING BOARD AS SPECIAL PERMIT GRANTING AUTHORITY, paragraph 1, and subsection 2-d."

ITEM TITLE: Metropolitan Planning Organization: Nomination for Regional Seat

ITEM SUMMARY:

ITEM TITLE: School Committee Letter of September 10, 2019

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Letter from the Natick School Committee to the Board of Selectmen	9/30/2019	Cover Memo

September 10, 2019

Dear Board of Selectmen,

We write to you to share our serious concern about the impact the current town government accounting process has on the school department. There have been several attempts to improve the process over the past two years, and more specifically over the past four months, but the efforts have fallen short. **This issue is particularly urgent because the school department is currently unable to close the books for FY19 due to lack of information.** We feel it is important to have a public discussion of the issue so that we can share the negative impact the current process has on the ability of the school department to function efficiently and transparently.

Timeliness of requisition and purchase order process

The first issue is the speed at which purchase orders are processed and invoices paid. The process is paper-intensive and centrally controlled. Use of paper increases time for processing and central control means very few individuals can process requests. The school department has had to develop "work-arounds" simply to make it possible for teachers and staff to be able to purchase the supplies they need to operate. The following work-arounds have been utilized to ensure schools can operate in service to students:

- "Open" purchase orders - created at start of year
- Invoices paid without purchase orders - "non-p.o warrants"
- Reimbursements to employees for charges made

The School Committee believes the current system is unacceptable. The Town of Natick employs a powerful accounting system in MUNIS. We should not be operating outside of it, tracking requisitions, purchase orders, and invoices on Excel spreadsheets and paying for items without the appropriate tracking procedures. It is our responsibility as School Committee members to accurately track the budget and ensure funds are being spent as the citizens of Natick intended. We cannot do so within the current system.

We can tell you that the impacts of this outdated, slow and lengthy process are very real for our students and staff as well. In May, just before the busy spring concert season, our music software system was shut down because payment had not been received. In July, the school department came within one day of having our entire network shut down because a requisition had not been converted to a purchase order. As we know you understand, this situation is untenable.

As alluded to earlier, the current process is controlled by the very few individuals who have access to the municipal finance system MUNIS. At a meeting in May, a commitment was made to expand access to MUNIS within the schools such that the purchase order process could be initiated by a larger number of users. Increased access to MUNIS is imperative so that we can more effectively manage the school budget and track expenses in a timely manner throughout the year.

While increased access has been granted, there has been no agreement on internal process to capitalize upon that increased access. This increased access is useless without meaningful reform to the internal process. There has been no attempt to discuss any revisions to the process that would allow the school department to operate in a fully transparent and efficient way. We are appreciative that Mr. Townsend accompanied Dr. Gray on a site visit to another school district on August 7th to learn more about the ability of MUNIS to increase transparency within the purchase order process. However, there has been no follow up to the visit and no indication of any change.

Day-to-Day Financial Management

Currently, the business office of the district is not able to input any of their own accounting records, such as “journal entries.” This is not a matter of control, but rather a necessary practice for the district to actively manage and monitor funds in various accounts. Relying upon individuals outside the district office, who understandably operate under different timelines and time constraints, is not an effective or transparent method of financial management.

We believe it is important to remember that the school department operates differently than other town departments. According to state law, “the city of town appropriating body is authorized to make non-binding monetary recommendations to increase or decrease certain items allocating such appropriations, but it may not limit the school committee's authority to determine expenditures within the total appropriation. (G.L. c. 71, [[section]] 34) The school committee remains the body responsible for approving and transmitting school department expenditures to the municipal accountant for the drawing of warrants.” In addition to state law, The Town of Natick Home Rule Charter states: “ He (Town Administrator) shall be responsible for the purchase of all supplies, materials and equipment, and shall award all contracts for supplies, materials and equipment for all departments and activities of the town, **except for the school department.”**

Staffing and Scope of Responsibility

Because the current system requires all items go through town accounting department, it is inevitable that responses are delayed and items overlooked given the sheer volume of requests received. In addition, the school department continues to receive questions regarding purchases that are beyond the scope of

responsibility of town staff. Unlike other town departments, the school department, per state statute, employs not only a chief financial officer, but also a fully staffed business office to manage and provide oversight for the day-to-day financial practices of the district. Recent questions regarding payment of Kennedy Building invoices, as well as a proposal to manage the $110 million Kennedy project with separate purchase orders, has sparked deep concern about knowledge and capacity within town departments.

We know the financial management process in town government is complex and checks and balances are necessary to ensure precision, transparency, and accuracy. However, the current processes are impeding the ability of the school department to function effectively. It is within your purview to take action to reform this process, both to allow the school department to operate more transparently and to better serve the citizens of the town.

Sincerely,

The Natick School Committee

Julie McDonough, Chair
Matthew Brand, Vice-Chair
Donna McKenzie, Clerk
Cathi Collins
Shai Fuxman
Henry Haugland
Hayley Sonneborn

ITEM TITLE: Consent Agenda Policy

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Policy	8/27/2019	Cover Memo

Natick Board of Selectmen

Consent Agenda Policy

1. **Introduction**

   A consent agenda is a meeting practice which compiles routine and non-controversial items of business into a single agenda item not requiring discussion or independent action. The effective utilization of a consent agenda may therefore allow the board or committee to save time and focus its attention on items requiring more attention and discussion.

2. **Applicability and Scope**

   This policy shall apply to the creation and use of a Consent Agenda at Board of Selectmen ("BOS" or "Board") meetings.

3. **Policy Statement**

   The Natick Board of Selectman is committed to open discussion, where applicable, of all items of business that come before the Board, and also to the effective and efficient performance of its responsibilities. To that end, the Board will utilize a Consent Agenda to facilitate the approval process of certain types of business that come before it.

4. **Policy Details/Discussion**

   The following types of business shall be considered for the consent portion of the meeting agenda:

   - Meeting minutes
   - Requests to hang banners
   - Requests to use the Common which have been approved by the Recreation and Parks Commissioners
   - Authorization for the Chair to sign letters on behalf of the Board
   - Authorization for parade permits, road closures, and occupancies of a public way for which all relevant town departments and/or agencies have provided full or conditional approval
   - Routine renewals of licenses for which there are no known or alleged violations in the previous licensing period
   - Other routine and non-controversial matters of business as may be agreed upon from time to time by members of the Board
   - Matters relating to alcohol licensing shall not be considered routine matters and shall not be included on the consent portion of the agenda

   Board Members shall use the following steps relating to consent items:

   a) Prior to Board meetings, Board Members shall review items of business appearing in the consent portion of the agenda to determine if any of the items so designated require any discussion.

b) Upon taking up the consent portion of the agenda, the Chair shall ask if members of the public would like to discuss any item on the consent agenda. Any such item identified by a member of the public shall be removed from the consent agenda.

c) Board members may request that items be removed from the consent portion of the agenda for any reason; such reasons may include asking questions, entering into discussion, or intending to vote against any item(s) of business in the consent portion of the agenda.

d) A request to remove items of business from the consent portion of the agenda shall be granted by the Chair without debate or discussion.

e) Any item(s) of business removed from the consent portion of the agenda shall be placed on the regular portion of the meeting agenda by the Chair.

f) The Chair shall then ask for a motion and a second to approve the consent agenda; if applicable, the motion should specify items which have been removed from the consent portion of the agenda, and should further specify that all approvals are conditional upon the fulfillment of recommendations from Town agencies and/or departments.

g) Because all items requiring any discussion have been removed from the consent portion of the agenda, there shall be no discussion of the motion.

5. Roles and Responsibilities

BOS Chair: in conjunction with the Town Administrator, the BOS Chair shall be responsible for setting the BOS agenda and designating certain types of business as suitable for the consent agenda.

BOS Members: shall be responsible for reviewing all items of business, including items in the consent portion, on the agenda as well as the associated documentation in advance of Board meetings; if there are any questions regarding items designated for consent, members shall make every reasonable effort to make timely inquiries of the Town Administrator and/or the applicable department heads so as to resolve any questions prior to the meeting for which the item is designated.

Town Administrator's Office: shall create the BOS meeting agenda in accordance with established administrative procedures as well as the direction of the BOS Chair and Town Administrator, and shall make every effort to ensure that the agenda and accompanying documents are made available to Board members no later than 5:00 pm of the second business day preceding the scheduled meeting. The Town Administrator's Office shall also, when preparing meeting minutes, include the full description of consent items as they appear on the agenda.

6. Questions

Questions regarding this policy should be directed to the Chair of the Board of Selectmen at Selectmen@natickma.org.

7. **Ownership**
This policy is owned by the Natick Board of Selectmen.

8. **Revision History**

5/02/2016	v0.1	Draft v.1 for Board review
5/22/2016	v1.0	Revised to reflect Board comments and updated for final review

9. **Approval**

June 13, 2016 Approved by Board of Selectmen

NATICK BOARD OF SELECTMEN

Richard P. Jennett, Jr., Chair

Nicholas S. Mabardy, Vice Chair

Jonathan Freedman, Clerk

Susan G. Salamoff, Member

John J. Connolly, Member

ITEM TITLE: Follow-Up Re Four-Year Fiscal Forecast Presentation

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Memo-M. Malone	9/16/2019	Cover Memo
Four-Year Financial Forecast FY 20-24	9/16/2019	Cover Memo
Capital Improvements	9/15/2019	Cover Memo
Capital Equipment	9/15/2019	Cover Memo
Article 11 Proposed Motion	9/15/2019	Cover Memo
Article 12 Proposed Motion	9/15/2019	Cover Memo

MELISSA A. MALONE
TOWN ADMINISTRATOR

TOWN OF NATICK MASSACHUSETTS

MEMO

To: Board of Selectmen

From: M. Malone, Town Administrator

Cc: Town Administration, J.Townsend, B.Chenard, & S.O'Brien

Date: September 13, 2019

Re: Financial Indicators & Four-Year Projections

Executive Summary

The Four-Year Financial Projections provide a comprehensive overview of potential revenues and expenditures for the upcoming fiscal years. The intent of providing the forecasts is to have a realistic outlook that will highlight town-wide operating trends and facilitate productive financial planning. Based on the financial indicators at this time, Natick is in a stable financial position, which helps to ensure strong credit ratings and short-term financial flexibility.

Under Proposition $2^{1/2}$, the levy increases are dependent on New Growth to increase the tax base to support budget increases. While local receipts and state aid help, they provide a smaller percentage of the revenues and have greater variances as compared to property taxes. It is imperative that we build and follow a strategic budgeting plan. This means balancing the immediate needs of the Town with our long-term values and visions for our community. With budget constraints, prioritization and compromise are required to ensure every Town department has the tools it needs to succeed.

Further, as we prudently plan we must take into account the very real possibility of a slowing economy. Based on our analysis if there is a recession similar to 2007-2009, the Town would be able to sustain its budget for an additional 18 months.

Forecasts

With a continued effort to educate our community as a whole, and in the effort of full transparency, we have created two forecasts – actual and budget. While there are some differences in methodology, both demonstrate that in the coming few years expenses exceed revenues.

- The "Actual Forecast" is exclusively based upon actual historical spend along with projections of CBAS and personal costs. The actual forecast also takes into account a vacancy rate of around 4% that is then discounted from estimates of personnel appropriations.
- The "Budget Forecast" outlines potential appropriation increases based on projected CBAs, personnel costs, and operating expense inflationary increases, with the view to the past but rolling forward the FY 20 budget.

Revenues

At this time, our revenue projections are preliminary and there will be modifications (increases and decreases) as we move forward with the budget process. That said we must use informed assumptions to help plan and guide discussions. The following assumptions provide context for the initial revenue forecast.

- Tax Levy – Prior year tax levy, plus 2.5%, plus debt exclusions (offset with part of debt service expense), with New Growth estimated between $1.2M - $950k.
- State Aid – Projected growth of 2%-3% annually with a 1% increase to charges.
- Local Receipts & Other Local Receipts – An initial decrease from the FY20 budget based on anticipated reduced investment income and other revenues, such as ambulance revenue and motor vehicle excise, that are not materializing to the same degree.

Expenses

Given the difference between the actual and budgeted forecasts, the expense assumptions for each are different.

Actual Forecast Expenses

Personnel Costs

- Collective Bargaining Agreements COLA projected at 2%, 3%, 1% through FY21, and 2% COLA increase for FY22 – FY24
- Step increases have been forecasted by bargaining unit
- Personnel Board employees 2% merit
- Vacancy rates calculated based on average of FY17-FY19 approximately 4% which has been reduced from projected personnel expense

Operating Expenses

- These expenses assumptions are derived from a combination of sources: expenses from FY 19, historical averages, regressive modeling, and inflationary index of 1.7%.

Budget Forecast Expenses

Personnel Costs

- Collective Bargaining Agreements COLA projected at 2%, 3%, 1% through FY21, and 2% COLA increase for FY22 – FY24
- Step increases have been forecasted by bargaining unit
- Personnel Board employees 2% merit

Operating Expenses

- Using current expense appropriations with inflationary indexes to project out the next few years.

Outstanding issues and items of note

While the forecasts provide informed estimates there remain some budgetary line items that are difficult to predict at this time.

- There are remaining outstanding collective bargaining agreements.
- While the FY 19 local receipts came in over budget, they were erratic with a significant downturn in ambulance revenue, motor vehicle excise, and parking. Mitigating those decreases were increases in investment income, and supplemental taxes but are those unreliable for future years.
- Neither forecast includes new programming or initiatives going forward.
- Free Cash use as well as Stabilization/OPEB funding remains level in the forecasts.
- We need to better understand the Natick Public School Department's historical and future enrollment trends, and refine the personnel cost projections.
- Benefit costs are highly variable in the regression model utilized and had the costs at about 0.8% annually. Of the benefit appropriation, health insurance has had turn backs of 805k in FY17, 466k in FY18, and 759k in FY19. The uncertainty of this large expense year over year, and reduction of options available to reduce premiums makes this budget driver difficult to extrapolate into the future.

Conclusion

I recognize that the forecasts may cause alarm and worry for some, while some others may claim they saw this all coming and times changes and everything has to increase. The forecasts should help inform discussions, so that we can analyze the past and chart a predictable path forward for our community.

It is my recommendation that the Board of Selectmen, as the chief policy making board of the Town of the Natick utilize these indicators and forecasts to help make critical financial planning determinations for our community in the months and year ahead. Town Administration remains committed to working with the entire community to understand their concerns and provide viable solutions.

Financial Indicators & Trend Analysis
4 Year Financial Forecasts Fy 20-24

Board of Selectmen

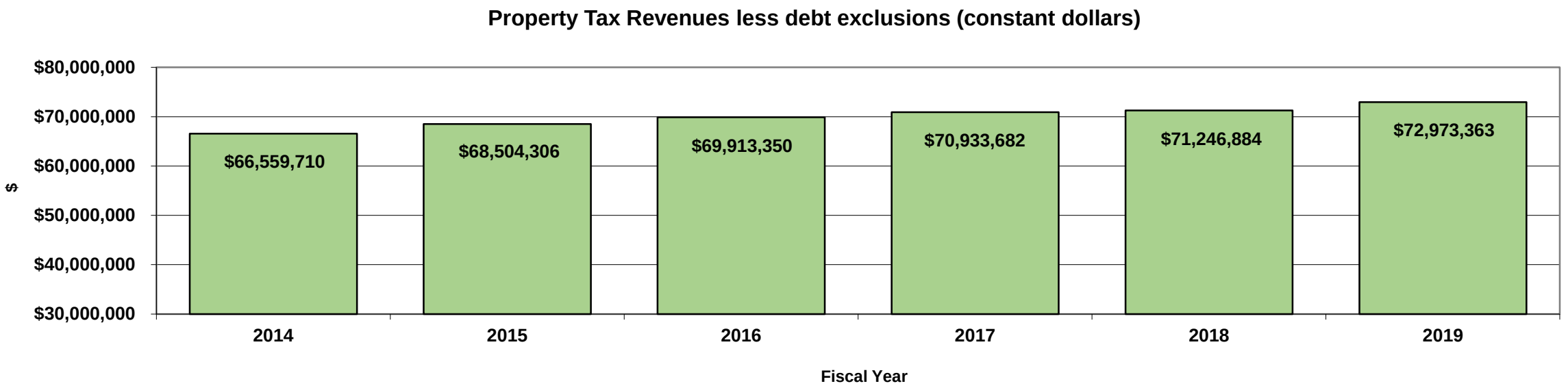
September 16, 2019

- **Financial Indicators**:

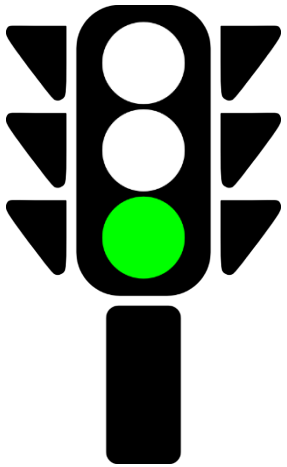
The purpose of the financial indicators is to provide recognizable and impactful measures that help define the Town's financial well-being. Overall Natick remains in a stable fiscal condition

The following slides contain 15 measures plus supplementary information to provide context to the Town's financial health. Each slide has a graph, a trend guideline, analysis, and a traffic light for measures (green – favorable, yellow – marginal, red – unfavorable).

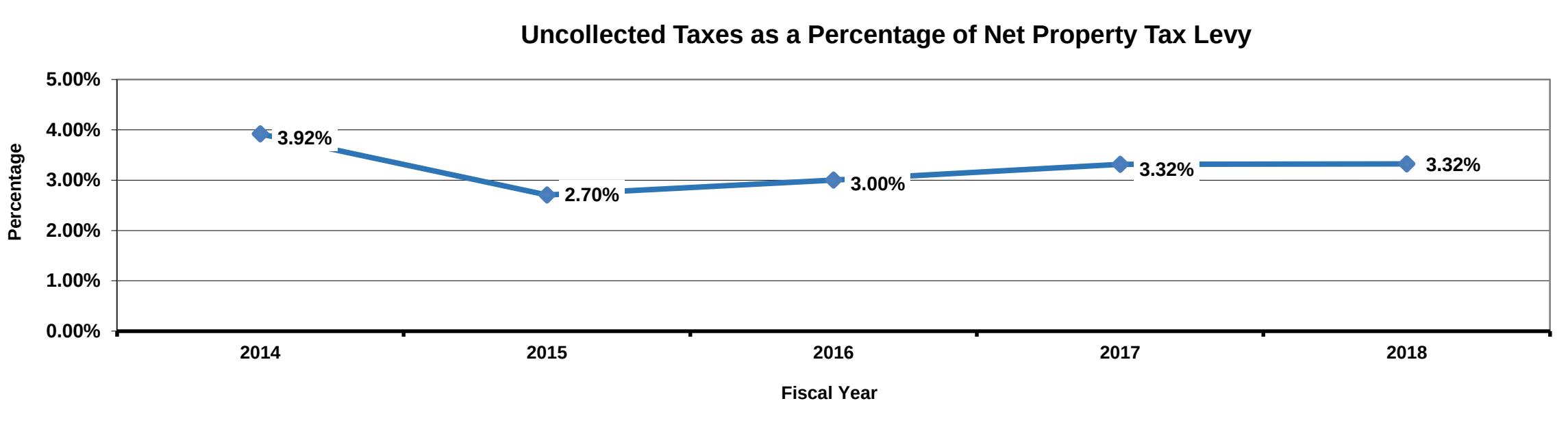
Indicator 1: Property Tax Revenues



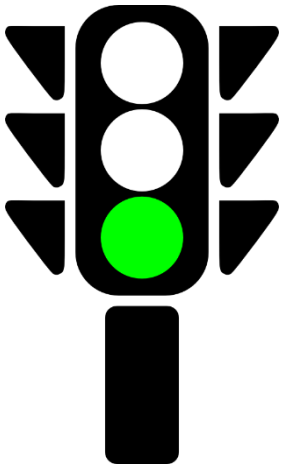
- **<u>Trend Guideline</u>**: A decline in property tax revenues (constant dollars) is considered a warning indicator.
- **<u>Analysis</u>:** Property tax revenues are analyzed separately because it is the Town's primary revenue source for both operating and capital spending. Increases due to overrides, while enhancing the Town's ability to deliver services, must be weighed against the impact on taxpayers ability to pay. Significant increases to property tax revenues are derived from New Growth and overrides.

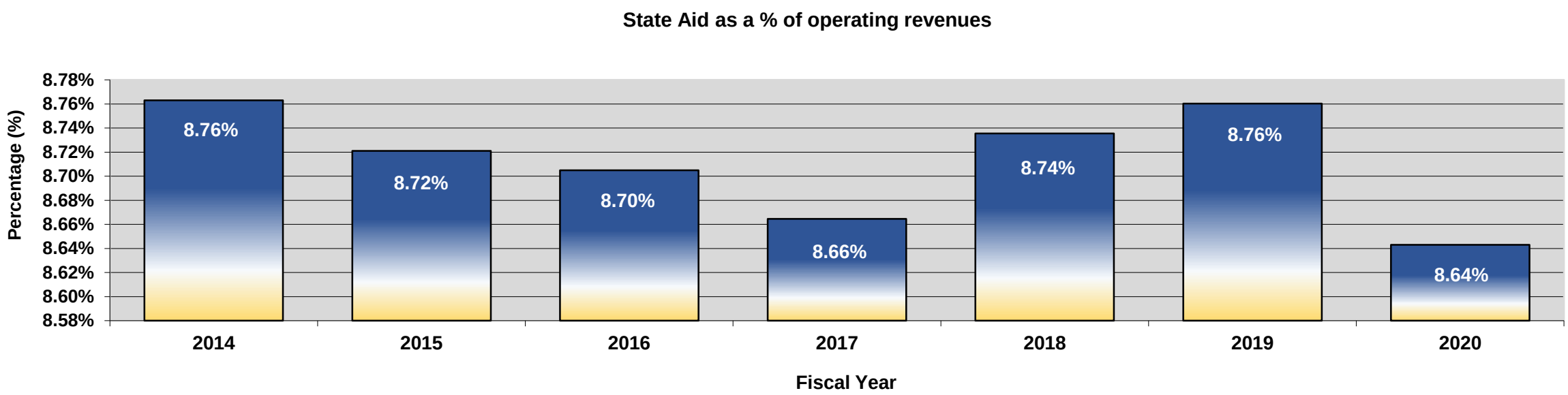


Indicator 2: Uncollected Property Taxes

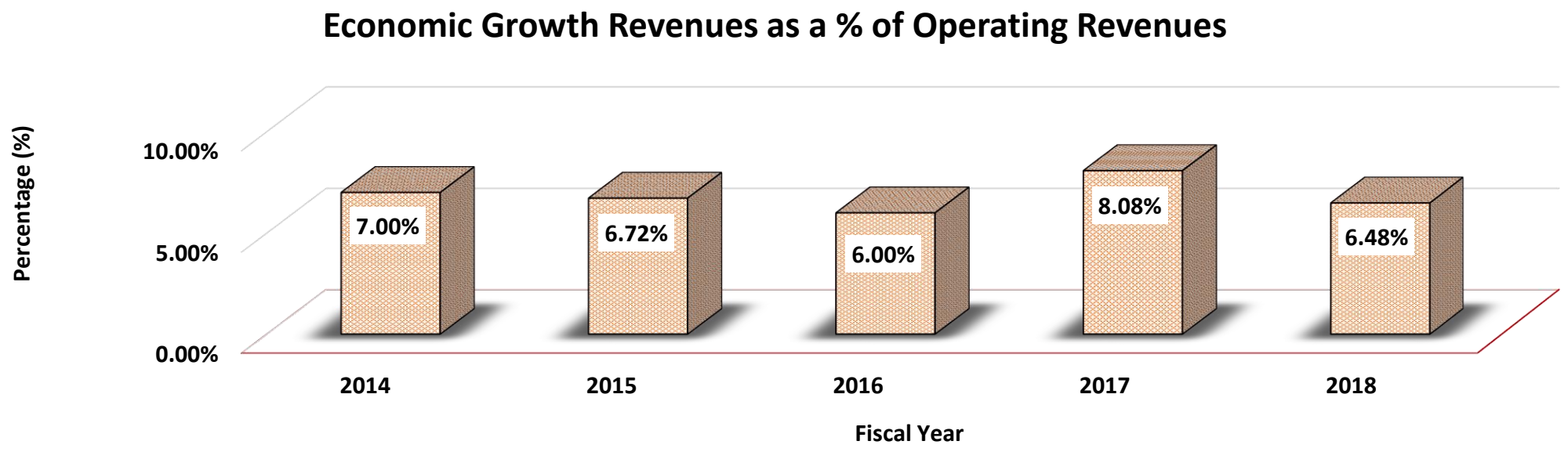


- **Trend Guideline:** Uncollected property taxes (as a percent of the tax levy) of 5 – 8% is considered a warning indicator by bond rating agencies.
- **Analysis:** If uncollected taxes remain between 5-8% of a community's net tax levy (tax levy less overlay) or the trend shows uncollected taxes increasing, a town is in a weak financial position in terms of tax collection. This may be a consequence of a weakness in the local economy or a result of inadequate tax collection procedures. An increasing percent of uncollected taxes would lead to long-term cash flow problems for the community. If left unchecked, inadequate cash flow would impact a community's ability to pay its obligations (debt or otherwise) on time, or force it to defer necessary purchases. Natick has a continued strong trend of excellent tax collection.



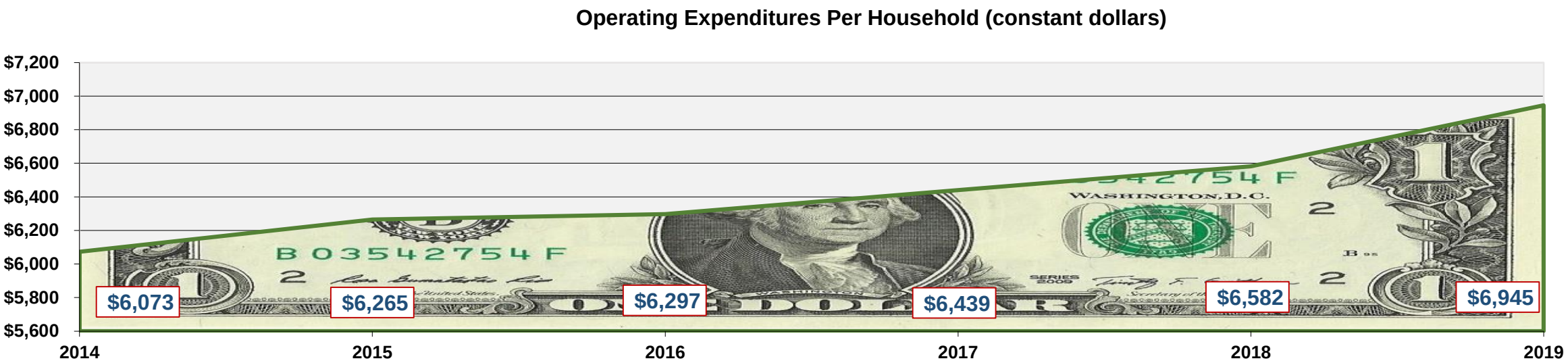


- **Trend Guideline**: Reductions in State Aid as a percentage of operating revenues is considered a warning indicator particularly if the Town does not have adequate reserves to offset reductions.
- **Analysis:** Designed to fund a variety of local services (education, veterans, and general operations), State Aid is an important component of the overall revenue picture. Any decline in State Aid is troublesome as towns have become somewhat reliant on such revenue, which is not guaranteed. In recent years Natick has experienced moderate increases to Net State Aid (Revenues – Charges & Offsets) with Net State Aid revenues comprising over 8.5% of the operating budget.

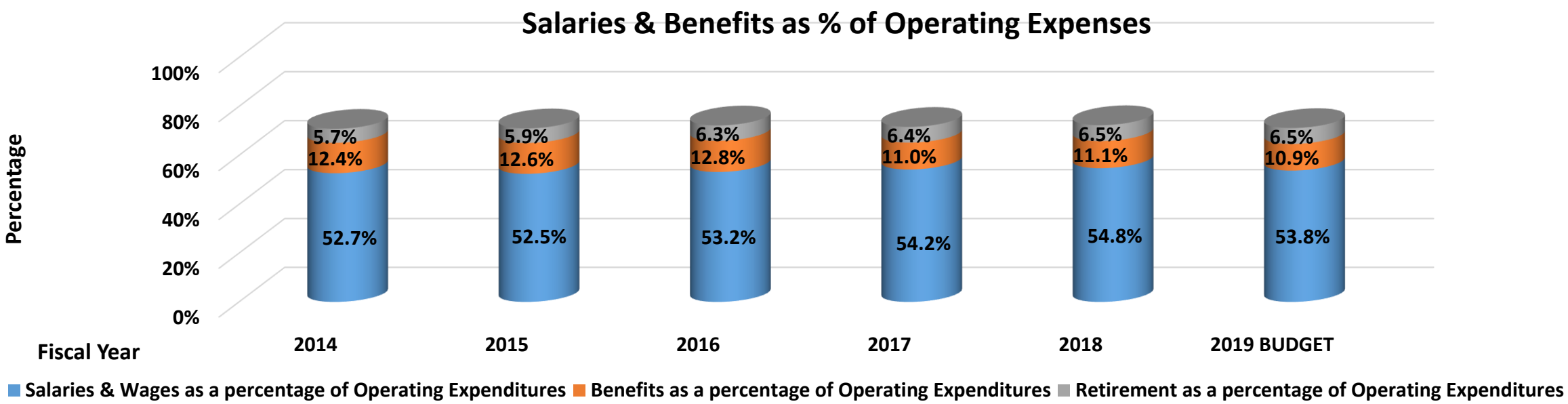


- **Trend Guideline**: Decreasing economic growth revenues as a percentage of net operating revenues is considered a warning indicator.
- **Analysis:** Revenue related to economic growth include classifications such as: permit fees, new tax levy growth resulting from new construction, and items such as motor vehicle excise taxes. A decrease in building permit fees may be a leading indicator of smaller future increases in the tax levy. Despite the inherent nature of this indicator to fluctuate with the economy, inflation and other influences, Natick has been fortunate to have consistently maintained approximately 7%. In recent years economic growth revenues have been substantial (MathWorks, and residential remodels), but it's difficult to bank on historical numbers due to the volatility of the construction market.

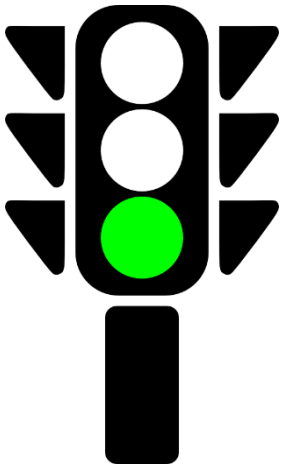
Indicator 5: Expenditures per Household

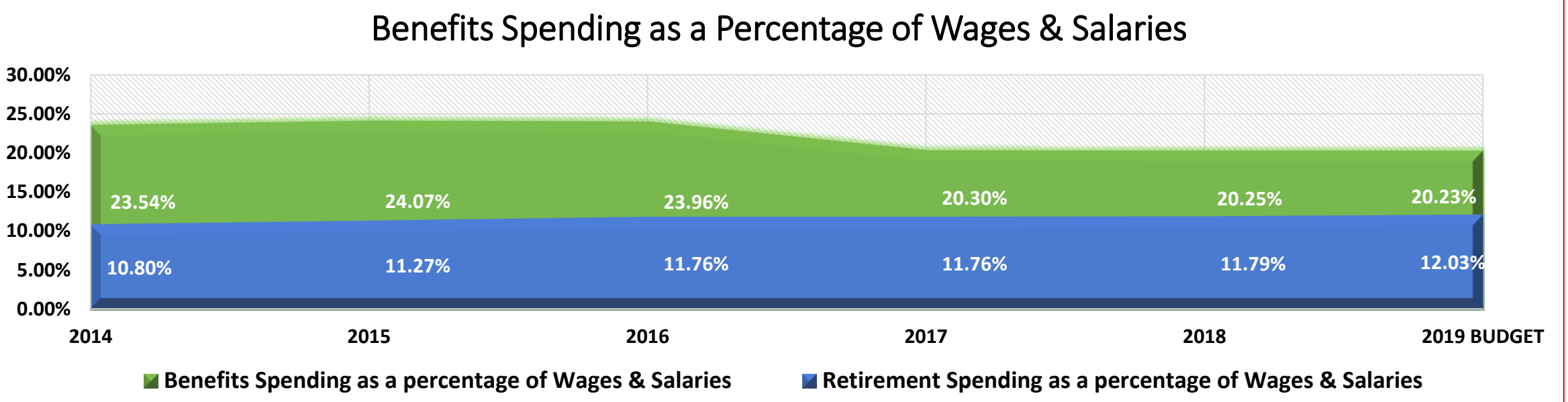


- **<u>Trend Guideline</u>**: Increasing net operating expenditures per household, in constant dollar, may be considered a warning indicator
- **<u>Analysis:</u>** Increasing operating expenditures per household can indicate that the cost of providing services is potentially outpacing taxpayer's ability to pay, especially if spending is increasing faster than household income. Increasing expenditures may also indicate that the demographics of the Town are changing, requiring increased spending in related services. In the aggregate from FY15 – FY19 the operating expenses per household has increased an average of 2.73% annually.

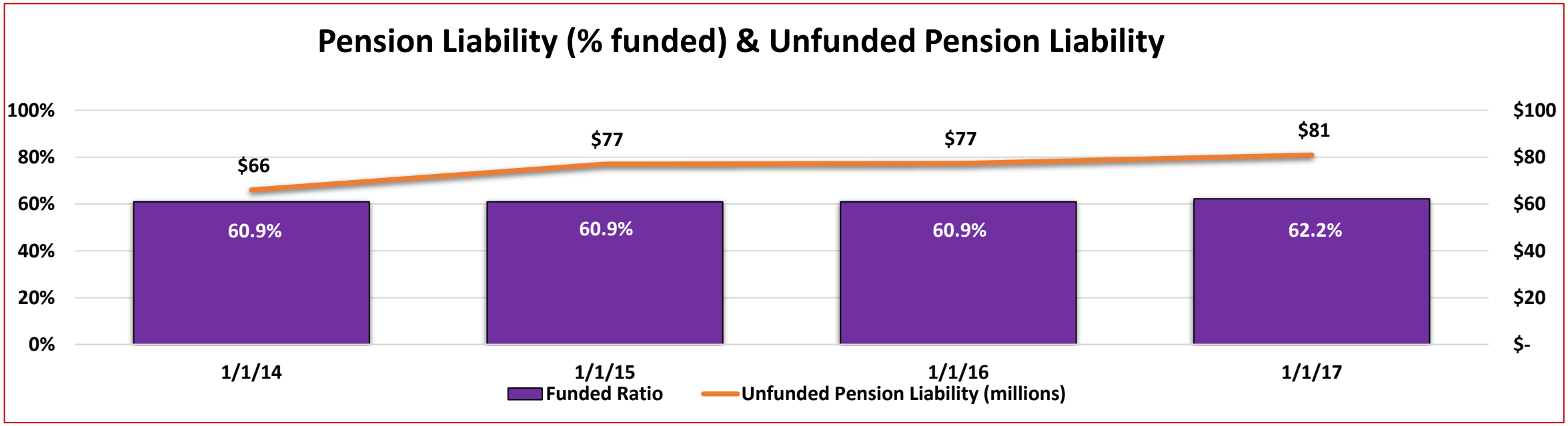


- **Trend Guideline**: Increasing personnel costs as a percentage of total spending is considered a warning factor. This graph represents municipal and school departments combined.
- **Analysis:** Increasing salaries and wages as a percent of operating expenditures may be an indicator of two trends: 1) It may point to future pension and health insurance costs since both of these items are related to the number and compensation level of employees. 2) If salaries and wages as a percent of operating expenditures are increasing, it may be an indicator that the Town is not adequately funding its capital needs or of deferred maintenance of the Town's infrastructure. As a percent of operating expenses, municipal and school departments have been consistent in using approximately 72% of the operating budget for these expenses. Staffing increases (especially benefit eligible) could impact these ratios significantly.

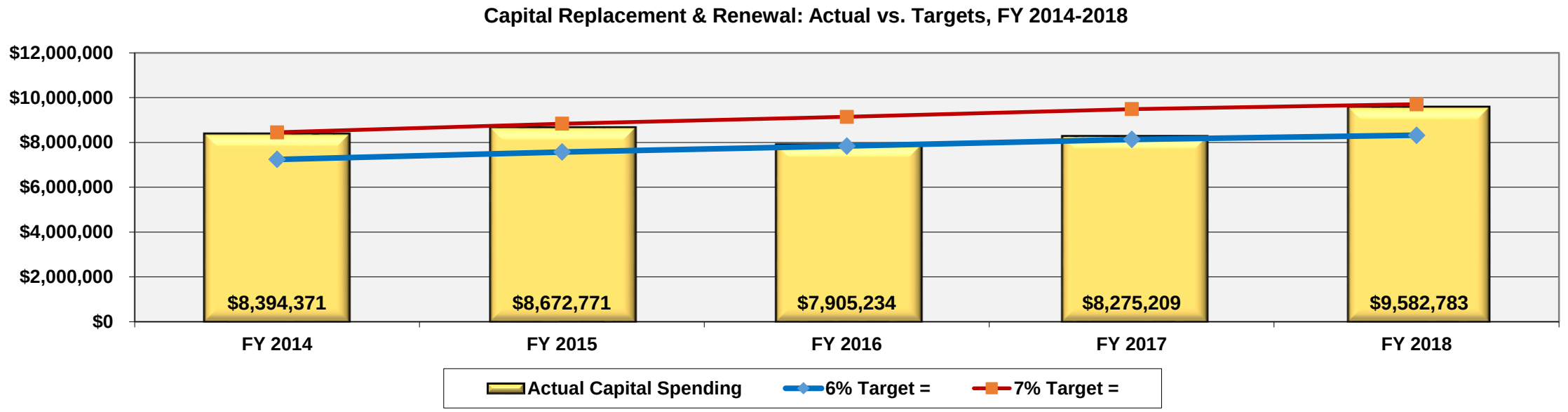




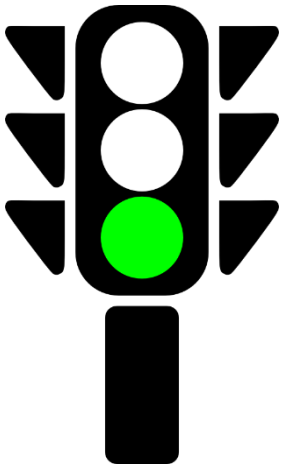
- **Trend Guideline**: Increasing benefit costs as a percentage of wages and salaries is considered a warning indicator
- **Analysis:** This indicator demonstrates significant growth in health care costs. Natick has been able to find savings in recent years by restructuring health plans from Rate Savers to Benchmark as well as High-Deductible plans. Even with those changes, premiums increased by 5 - 9.5% from FY19 to FY20. The increase in health care costs means funds for other purposes are being spent to maintain an existing benefit.

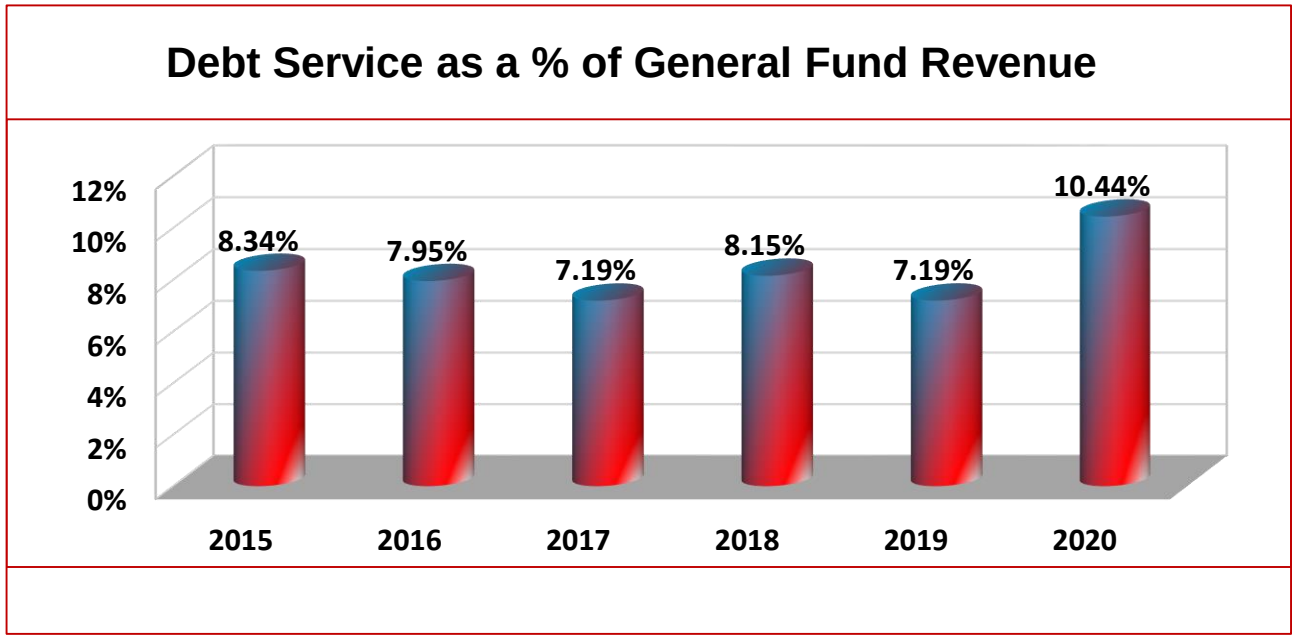


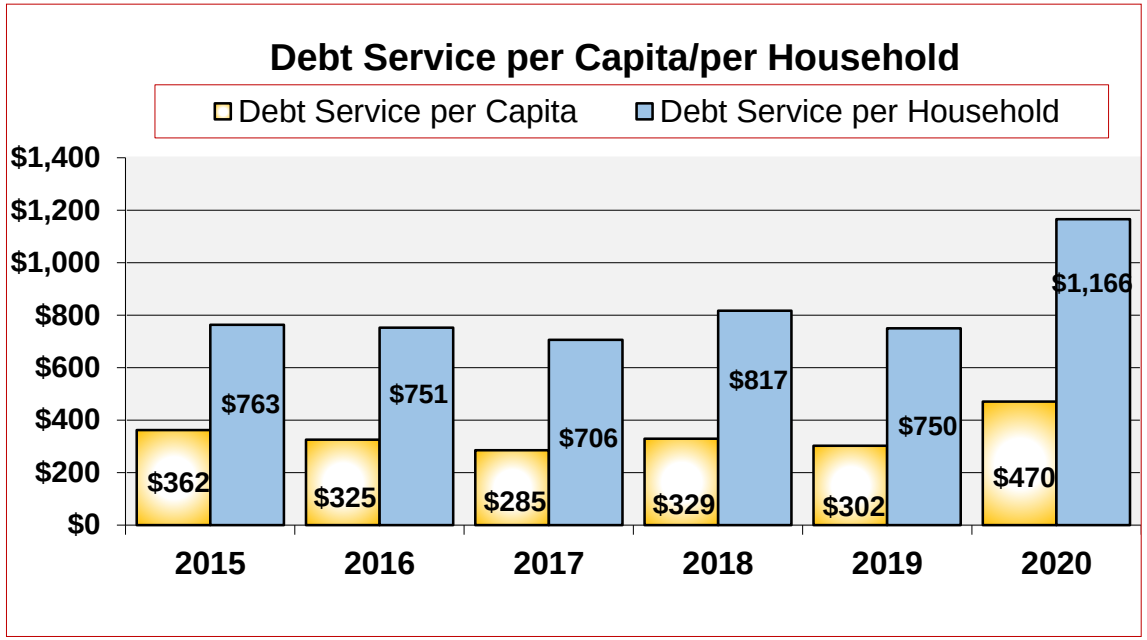
- **Trend Guideline**: An unfunded pension liability or increase in the unfunded liability is considered a warning indicator.
- **Analysis:** As of January 1, 2017, there were 1,179 participants in the Natick Retirement System - 644 active, 138 inactive and 397 retired participants and beneficiaries. Town Meeting appropriates an annual contribution to the system as determined by an actuarial study.



- **Trend Guideline**: A three or more year decline in capital spending from operating funds as a percentage of gross operating revenues is considered a warning indicator.
- **Analysis:** Timely replacement of capital equipment and infrastructure benefits the community in the long-run as it increases efficiency and keeps maintenance costs lower while providing better facilities to the general public. A decline of spending on capital over a three-year period is considered a warning sign by industry standards.

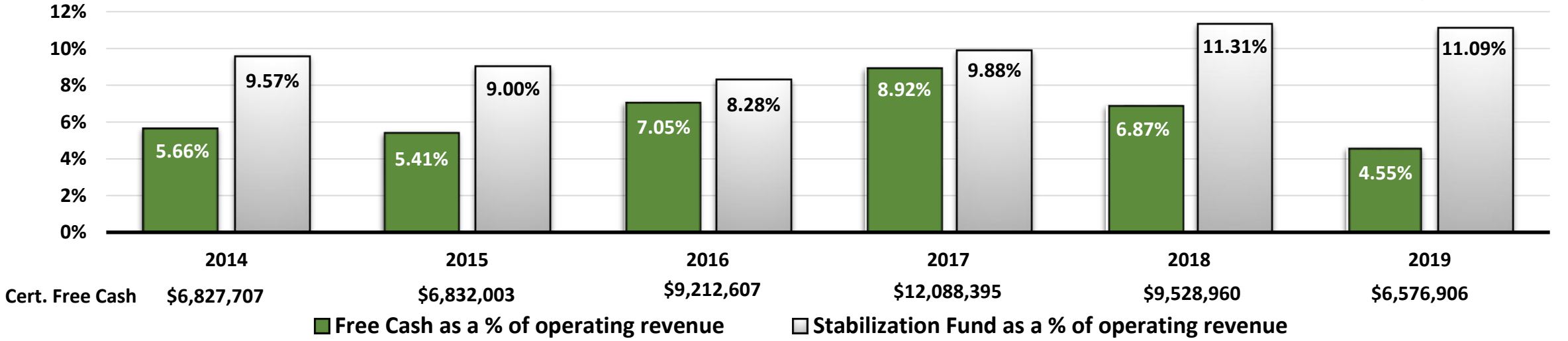




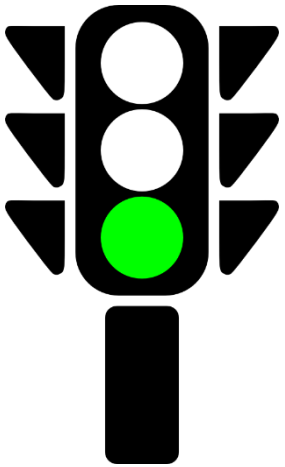


- **Trend Guideline**: Debt Service exceeding 20% of operating revenues is considered a significant warning indicator by credit rating agencies.
- **Analysis:** Debt is the chief financing tool utilized by municipalities to continually replace and maintain its capital infrastructure. It is important to monitor how much debt the Town has and determine what impact the amount of debt service has on the operating budget and the taxpayers.

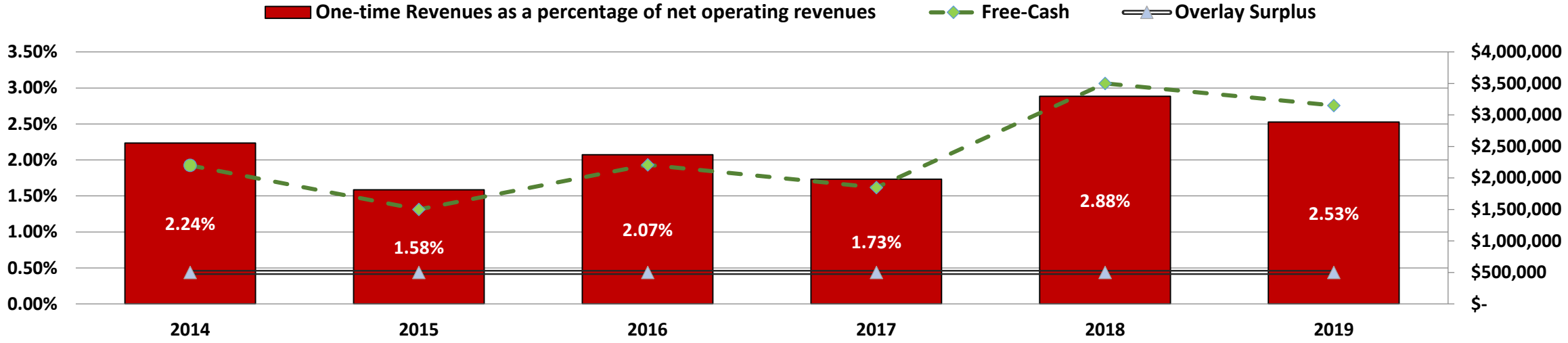
General & Operational Stabilization and Free Cash Balances / Operating Revenue



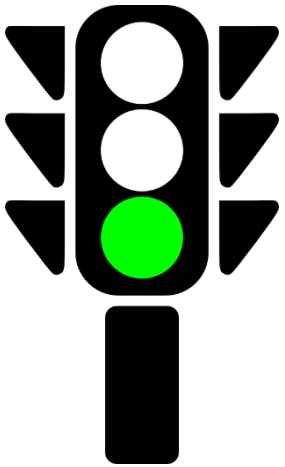
- **Trend Guideline**: Declining reserves as a percentage of operating revenues is considered a warning indicator. GFOA recommends undesignated fund balance be 5-15% of operating revenues.
- **Analysis:** Reserves can be used for many different purposes. Primarily, reserves are use to buffer against service reductions due to economic downturns or major emergencies. AAA communities are expected to maintain reserve positions between 8-15% of net operating revenues.

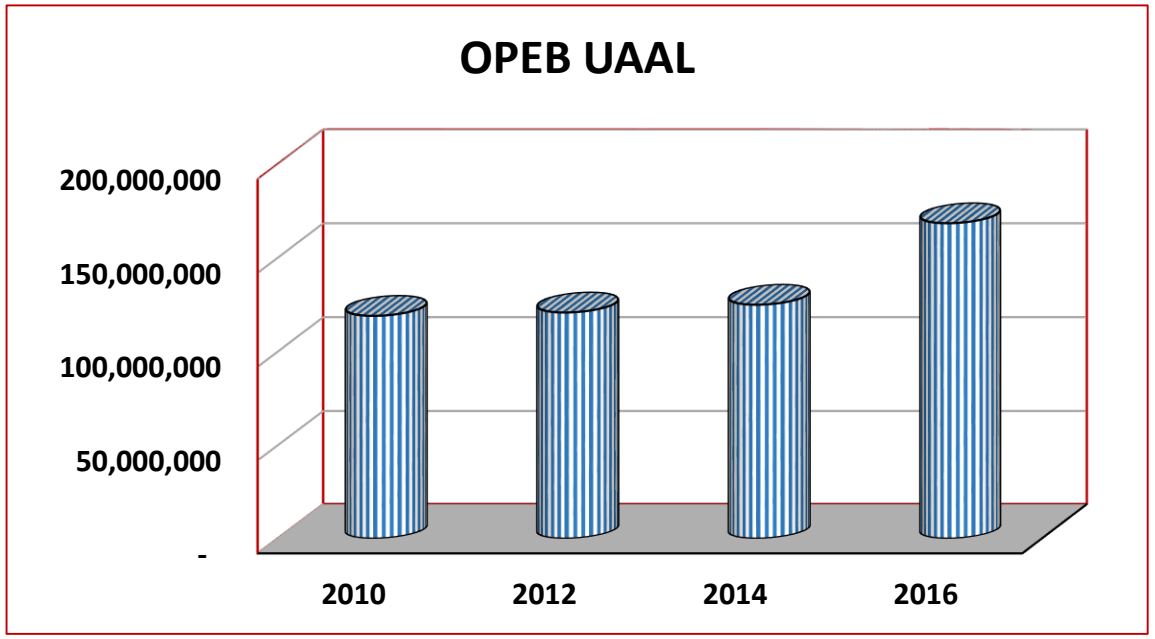


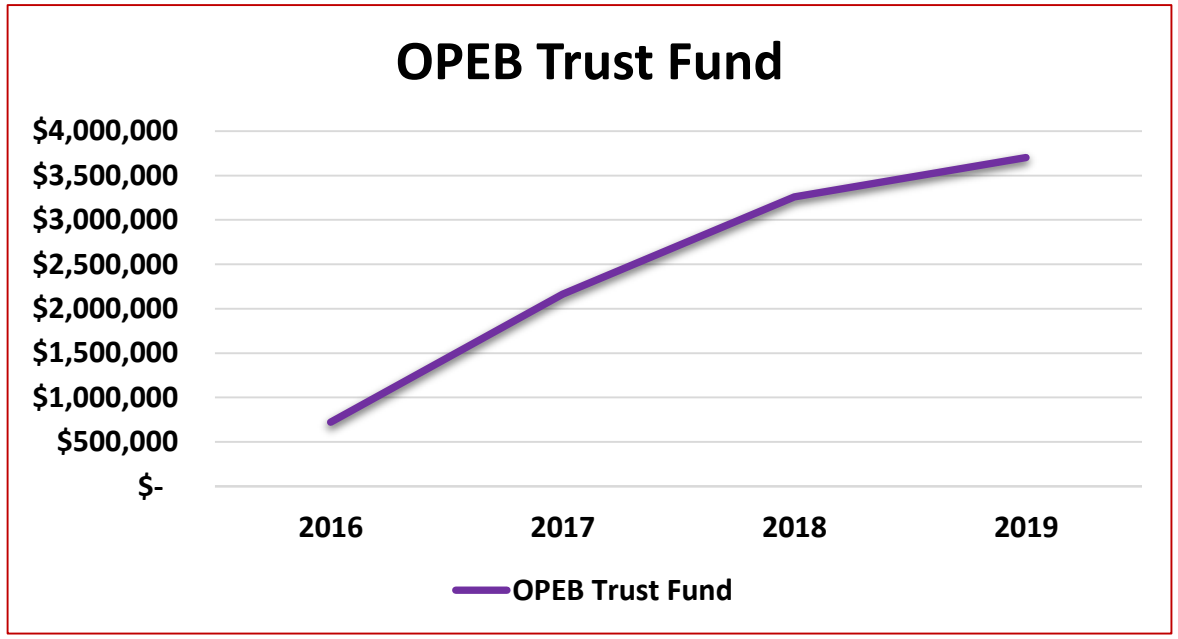
One-Time Operating Revenues / Net Operating Revenues & One-Time Trends



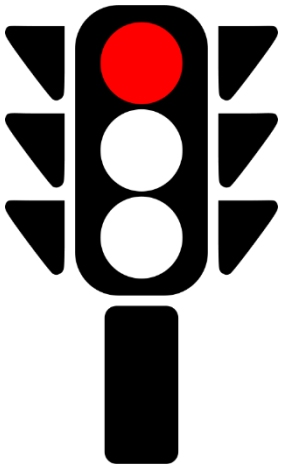
- **Trend Guideline**: Increasing use of one-time revenues as a percentage of operating revenues is considered a warning indicator.
- **Analysis:** Municipalities may utilize reserves and one-time revenues to balance annual operating budgets, sustain programs in times of economic downturn, or fund one-time expenses. As a general rule, however, one-time revenues should not be used to sustain ongoing operations because they exist only once and then they are depleted.



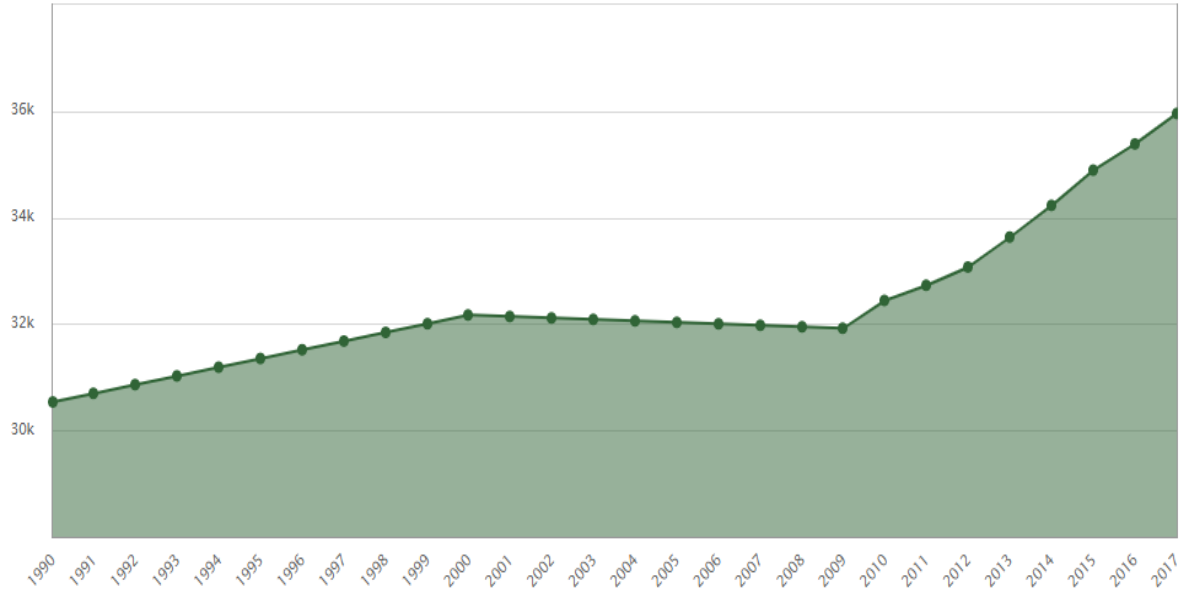




- **Trend Guideline**: An unfunded OPEB liability or increase in the unfunded liability is considered a warning indicator.
- **Analysis:** OPEB (Other Post-Employment Benefits) are healthcare and life insurance benefits provided by the Town for retirees (including schools). As of July 1, 2016, the unfunded actuarial accrued liability (UAAL) was approximately $168M.

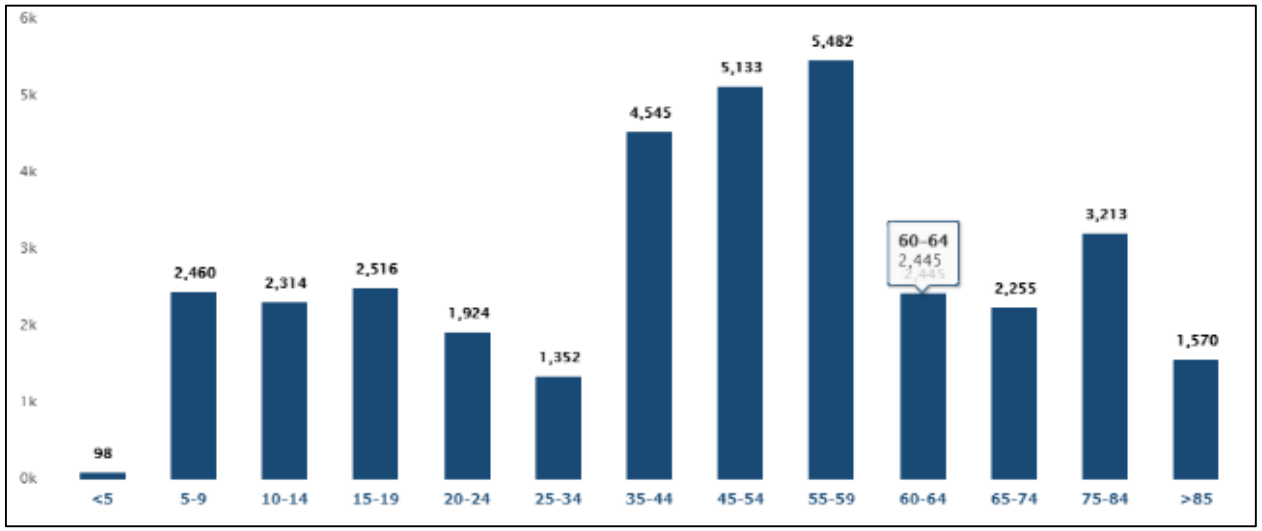


Population



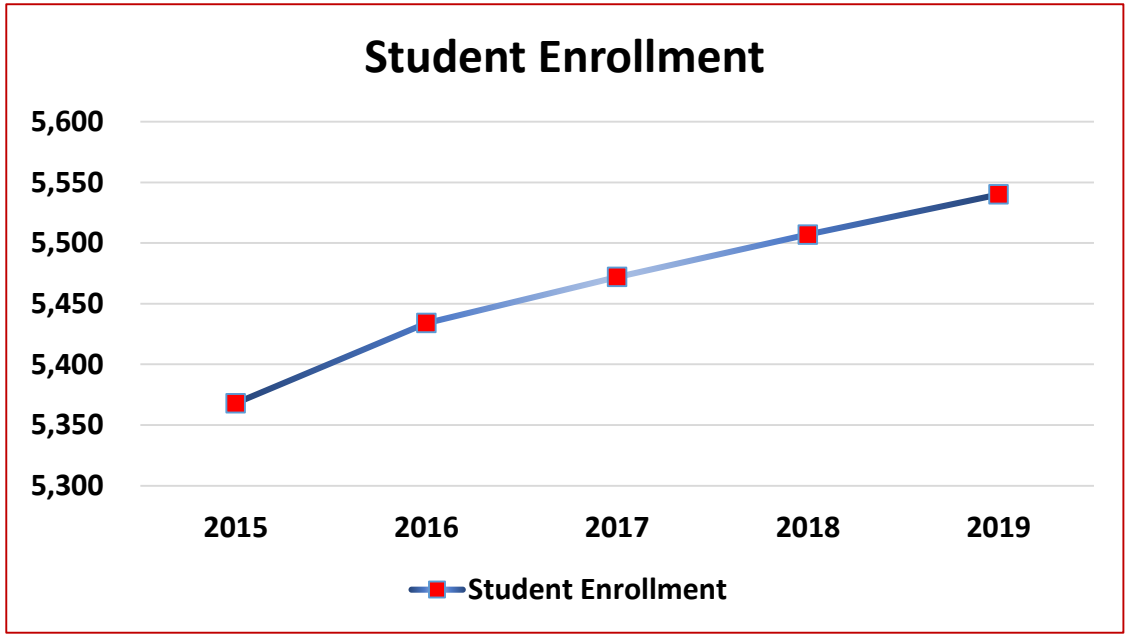
*Data Source: American Community Survey, 2010 Census, 2000 US Census and 1990 US Census

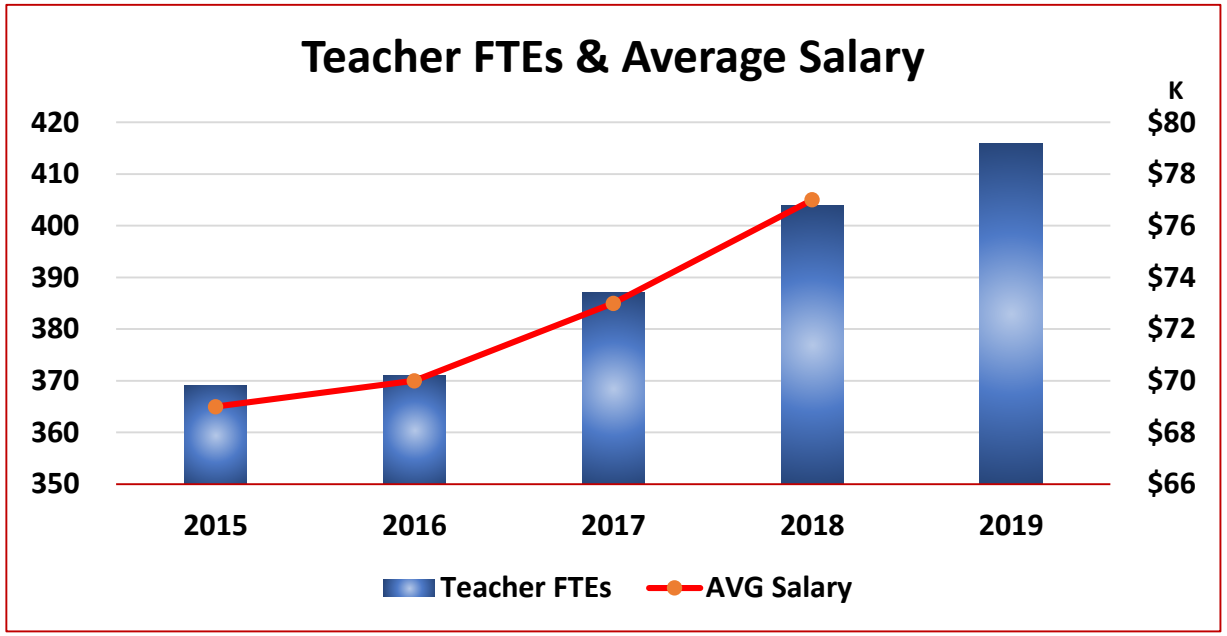
Population by Age Group



- **<u>Trend Guideline</u>**: Rapid changes in population which may affect service levels may be considered a warning indicator
- **<u>Analysis:</u>** Population has steadily increased in recent years and remains fairly balanced across age groups.

Indicator 15: School Enrollment & Teachers





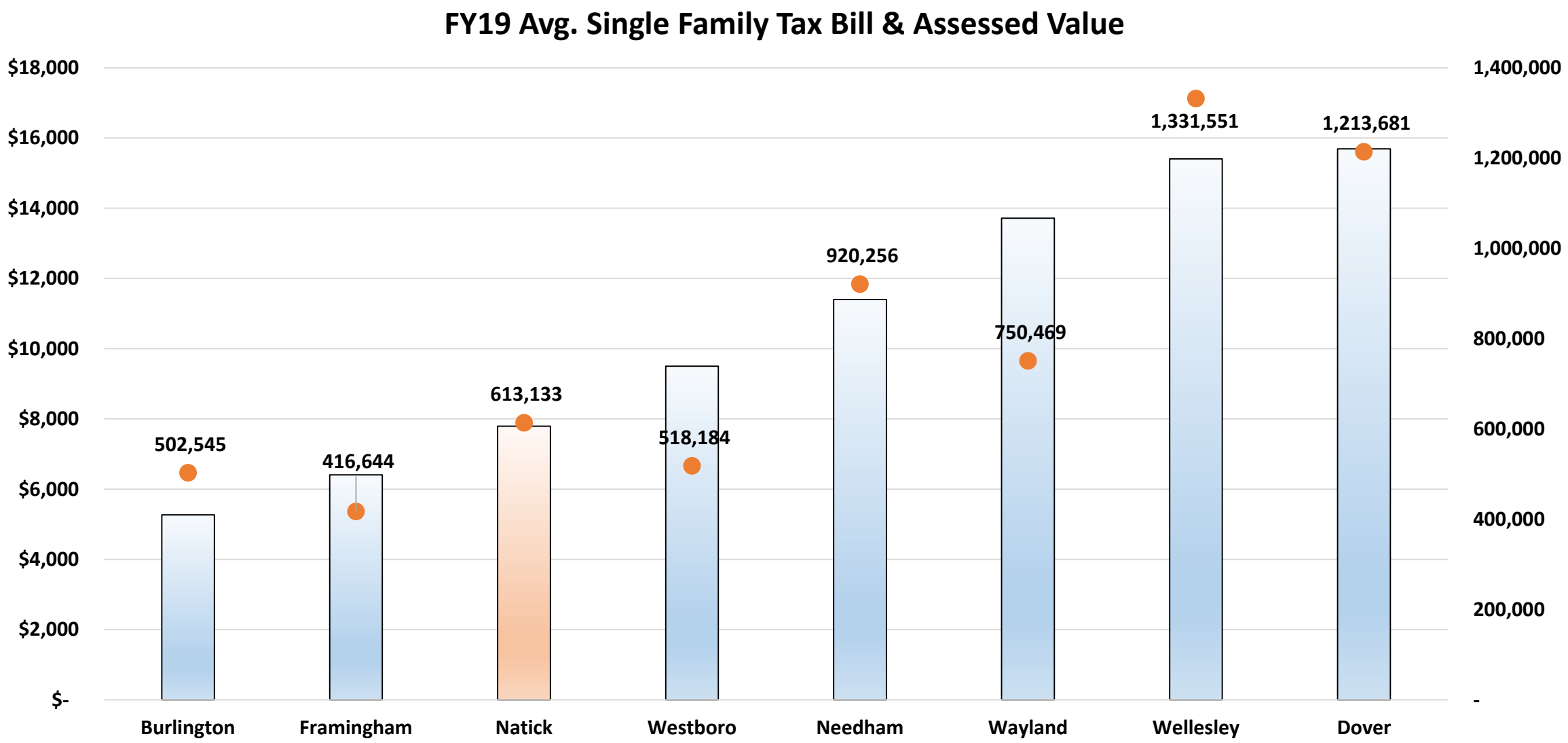
- **Trend Guideline**: Rapid changes in school enrollment may affect service levels may be considered a warning indicator. (Above graphs Student Enrollment and Teacher FTE & Average Salary pulled from Resource Allocation and District Action Reports RADAR)
- **Analysis:** Similar to municipal services with increases in population, increases in student enrollment put pressure on operating budgets to provide quality education.

Town of Natick: Financial Indicators

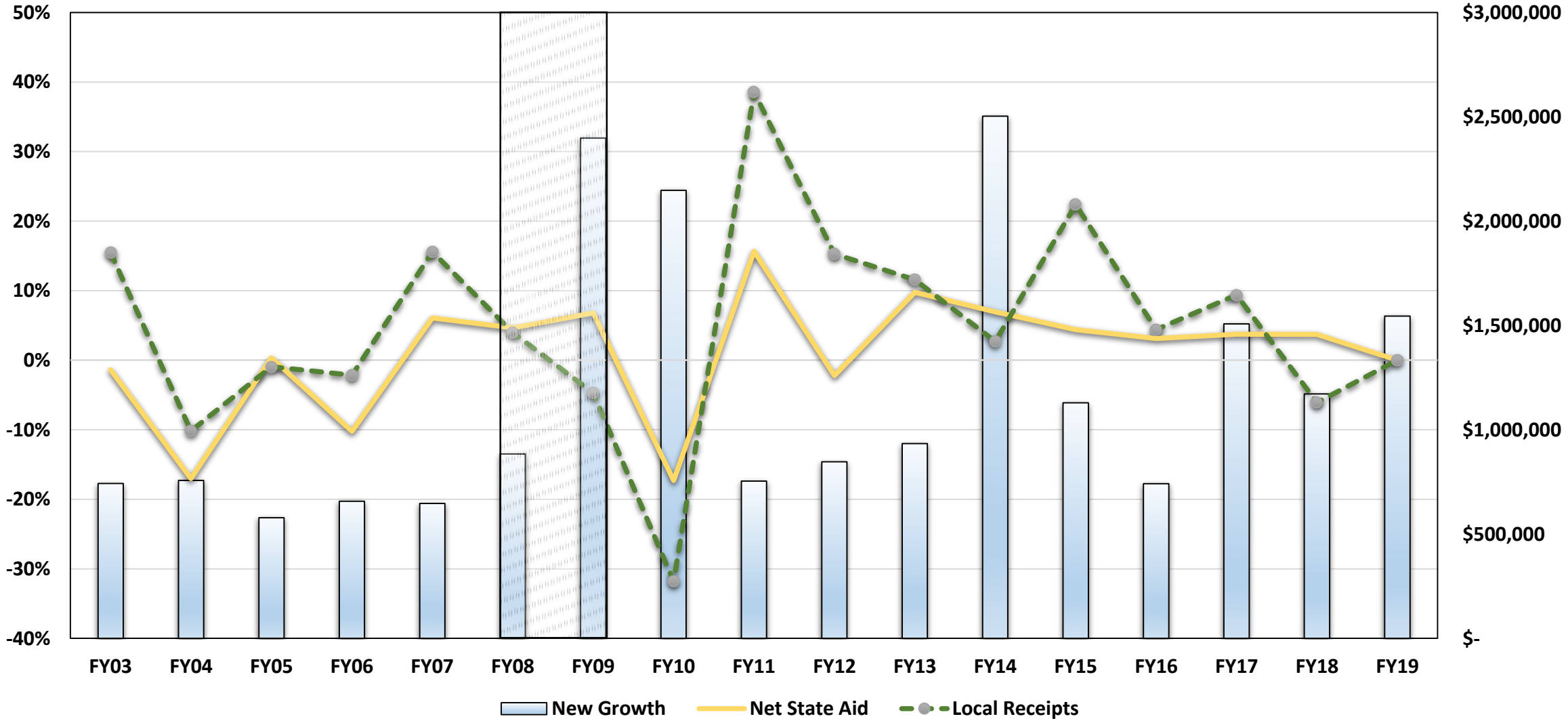
Dashboard

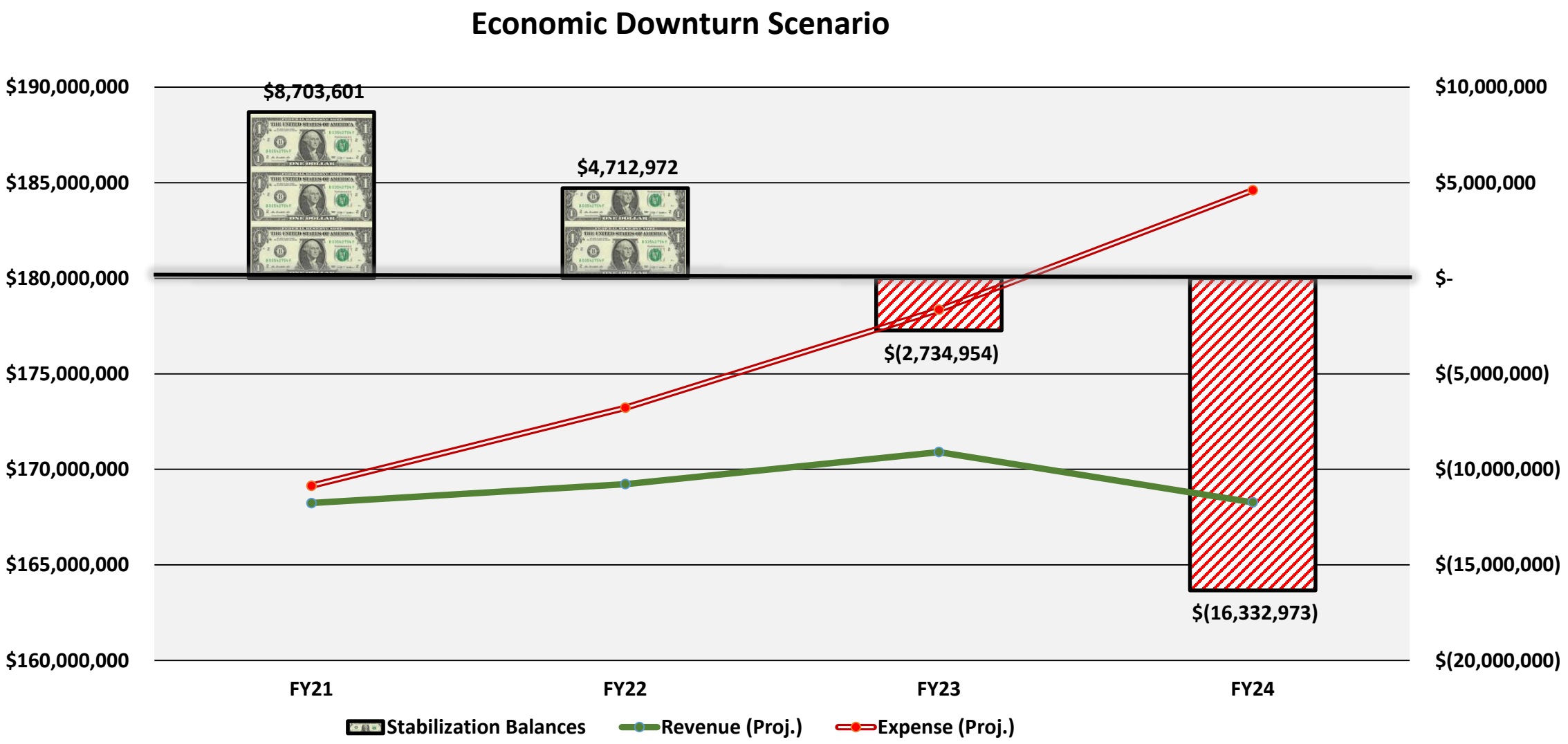
Natick Financial Indicators Dashboard		
Financial Indicator	**Trend**	**Highlights**
Property Tax Revenue	Favorable	Adjusted for inflation, property tax collections have experienced modest growth
Uncollected Property Taxes	Favorable	Uncollected property taxes have remained close to 3%
State Aid	Marginal	State Aid receipts has increased along with assessments and other charges
Economic Growth Revenue	Marginal	Economic Growth Revenue has been positive lately but in the past has been volatile
Expenditures per Household	Marginal	Expenses per household have increased by an avg. of 2.7% annually from FY15-19
Personnel Costs	Favorable	Total Natick personnel costs have remained proportional with the budget over time
Employee Benefits	Marginal	Health plans have been restructured to achieve savings but still experience increases
Pension Liability	Marginal	Funded ratio of 62% and the current plan includes 7% increases 2030 funding schedule
Capital Assets & Renewal	Favorable	Strong capital planning and allocation of resources to avoid costly deferred mtnce.
Debt Service	Marginal	Future large scale projects will need to be balanced with the ability to pay
Reserves & Fund Balance	Favorable	Natick remains in the range of expected reserves
One-time Revenues for Operations	Favorable	One-time revenues are spent for operations sustainably
OPEB Liability	Unfavorable	Significant unfunded liability; plan in place to fund after pension is fully funded
Population	Marginal	Moderate population growth has increased the need for services
School Enrollment & Teachers	Marginal	Moderate enrollment growth has increased the need for services

Additional Information


FY19 Avg. Single Family Tax Bill & Assessed Value
$18,000
$16,000
$14,000
$12,000
$10,000
$8,000
$6,000
$4,000
$2,000
$-
1,400,000
1,200,000
1,000,000
800,000
600,000
400,000
200,000
-
502,545
416,644
613,133
518,184
920,256
750,469
1,331,551
1,213,681
Burlington
Framingham
Natick
Westboro
Needham
Wayland
Wellesley
Dover

New Growth $ & Changes in Local Receipts and Net State Aid





With a 2% downturn in State Aid & a 9% reduction in Local Receipts, Stabilization funds (General & Operational) should last 1.8 years with stable operations

4 Year Financial Forecasts

- **Forecast Goals**:

The Four-Year Financial Projection provides an overview of potential revenues and expenditures for the upcoming fiscal years. The intent of the forecast is to have a realistic outlook that will highlight town-wide operating trends and facilitate productive financial planning.

- **“Actual” Forecast**:

The “actual” forecast takes into account expense trends by account as well as the projected CBAs and personnel costs. The actual forecast also takes into account a vacancy rate of close to 4% which is discounted from the personnel appropriations.

- **“Budget” Forecast**:

The budget forecast outlines potential appropriation increases based on CBAs, personnel costs, and operating expense inflationary increases.

- **Revenue Assumptions**:

Tax Levy – 2.5% Levy, $1.2M - $950k New Growth, plus debt exclusions

State Aid – 2% to 3% growth annually (1% increase in charges)

Local Receipts – Decrease in FY21 with 2% growth annually

REVENUE FORECAST FY21 – FY24

		2020 Budget	2021 Forecast	2022 Forecast	2023 Forecast	2024 Forecast	Comments
	General Fund Revenues						
1	Tax Levy	121,251,682	125,194,491	129,082,091	132,915,312	131,497,142	2.5% Levy, $1.2M - $950k New Growth, plus debt exclusions
2	State Aid	14,938,819	15,379,797	15,802,741	16,197,810	16,521,766	Assumes 2-3% growth annually
3	Local Receipts	17,901,540	16,887,035	17,224,775	17,569,271	17,920,656	Assumes 2% growth annually
4	Other Local Receipts						
5	Indirects	2,585,229	2,624,007	2,663,368	2,703,318	2,743,868	Dependent on GF operating budget assuming 1.5%
6	Free Cash	4,150,000	4,150,000	4,150,000	4,150,000	4,150,000	Assuming level for projection
7	Stabilization Fund	3,617,000	3,216,200	2,117,700	1,611,200	1,923,200	Based on Capital Plan
8	Overlay Surplus	500,000	500,000	500,000	500,000	500,000	Can change based on ATB liabilities
9	Other Available Funds	291,309	282,740	273,992	266,614	257,110	Parking Meter Receipts, Other State Remb., Bond Premiums for HS/CSC
	Total General Fund Revenues	**165,235,579**	**168,234,270**	**171,814,667**	**175,913,524**	**175,513,742**	

Town of Natick: Financial Indicators

Expense Forecast – "Budget Forecast"

		2020 Budget	2021 Forecast	2022 Forecast	2023 Forecast	2024 Forecast	Comments
	General Fund Expenses						
	Education & Learning						
10	Natick Public Schools	67,810,346	70,861,812	74,050,593	77,382,870	80,865,099	Assumes 4.5% increase
12	Keefe Tech	1,554,748	1,601,390	1,649,432	1,695,121	1,743,602	Assumes 2.7 - 3% increases
13	Morse Institute Library	2,275,499	2,389,502	2,433,764	2,478,793	2,516,153	Assumes Avg increase of 2.6%
14	Bacon Free Library	190,792	194,068	197,659	201,304	205,542	Assumes Avg increase of 1.9%
15	Public Safety	16,568,716	17,253,437	17,614,432	17,973,184	18,262,486	Assumes Avg increase of 2.5%
16	Public Works	8,858,627	9,355,323	9,494,857	9,667,071	9,826,823	Assumes Avg increase of 2.6%
17	Health & Human Services	2,611,475	2,492,057	2,542,040	2,592,587	2,633,530	Assumes Avg increase of 1.9% (post restructure)
18	Administrative Support Services	7,502,649	6,606,369	6,731,797	6,858,796	6,965,620	Assumes Avg increase of 1.8% (CBA line has been distributed)
19	Committees	120,550	120,550	120,550	120,550	120,550	Assumes level funding
20	Shared Expenses						
21	Fringe Benefits	16,743,422	17,078,290	17,419,856	17,768,253	18,123,618	Assumes 2% increase
22	Prop & Liab. Insurance	807,150	849,275	892,679	934,325	978,548	Assumes Avg increase of 4.9%
23	Retirement	10,070,552	10,752,491	11,505,165	12,310,527	13,172,263	Assumes 7% increases less Non-Contributory Retirement
24	Debt Services	16,626,732	16,456,666	16,445,766	16,810,809	17,302,114	Based on capital plan debt service schedule
25	Reserve Fund	250,000	250,000	250,000	250,000	250,000	Level-Funded
26	Facilities Management	3,426,619	3,592,203	3,656,264	3,723,342	3,774,073	Assumes 2.5% increase
	General Fund Oper. Expenses	**155,417,877**	**159,853,434**	**165,004,855**	**170,767,532**	**176,740,022**	
26	Capital Improvements	3,617,000	3,216,200	2,117,700	1,611,200	1,923,200	Capital Stab. Fund provides cash funding moving forward.
27	School Bus Transportation	410,137	421,416	433,005	444,912	457,147	Assumes 2.75% annual increase
28	State & County Assessments	1,504,841	1,519,889	1,535,088	1,550,439	1,565,944	Assumes 1% annual increase
29	Cherry Sheet Offsets	359,312	362,905	366,534	370,200	373,902	Assumes 1% annual increase
31	Snow Removal Supplement	350,000	465,000	465,000	465,000	465,000	Assumes Snow & Ice costs of $1M
32	Overlay	1,015,000	1,000,000	1,000,000	1,000,000	1,000,000	Varies dependent upon valuations, revaluation years
33	Golf Course Deficit	240,000	250,000	245,000	90,000	30,000	Per STGC 5-Year Projection
34	General Stablization Fund	100,000	100,000	100,000	100,000	100,000	Assumes level funding
35	Operational Stabilization Fund	100,000	100,000	100,000	100,000	100,000	Assumes level funding
36	Capital Stabilization Fund	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	Assumes level funding
37	OPEB Trust	300,000	300,000	300,000	300,000	300,000	Assumes level funding
38	Misc. Articles	100,000	100,000	100,000	100,000	100,000	Assumes level funding
	Total General Fund Expenses	**164,964,167**	**169,138,845**	**173,217,182**	**178,349,283**	**184,605,214**	
	Net Excess / (Deficit)	**271,412**	**-904,575**	**-1,402,515**	**-2,435,759**	**-9,091,472**	

Town of Natick: Financial Indicators

Expense Forecast – "Actual Forecast"

		2020 Budget	2021 Forecast	2022 Forecast	2023 Forecast	2024 Forecast	Comments
	General Fund Expenses						
	Education & Learning						
10	Natick Public Schools	67,810,346	72,201,014	76,424,774	80,895,623	85,628,017	Assumes 5.85% annual increase based on last 5 year increases
12	Keefe Tech	1,554,748	1,601,390	1,649,432	1,695,121	1,743,602	Assumes 2.7 - 3% increases
13	Morse Institute Library	2,275,499	2,373,100	2,411,309	2,462,066	2,500,072	Assumes Avg increase of 2.4%
14	Bacon Free Library	190,792	194,068	197,659	201,304	205,542	Assumes Avg increase of 1.9%
15	Public Safety	16,568,716	16,921,529	17,275,527	17,627,332	17,911,079	Assumes Avg increase of 2.0%
16	Public Works	8,858,627	9,191,561	9,327,070	9,495,207	9,651,663	Assumes Avg increase of 2.2%
17	Health & Human Services	2,611,475	2,414,342	2,462,693	2,511,585	2,551,257	Assumes Avg increase of 2.3% (post restructure)
18	Administrative Support Services	7,502,649	6,110,007	6,227,177	6,346,506	6,447,129	Assumes Avg increase of 1.8% (CBA line has been distributed)
19	Committees	120,550	105,000	106,785	108,600	110,447	Assumes 1.7% increases
20	Shared Expenses						
21	Fringe Benefits	16,743,422	16,871,597	17,004,361	17,129,232	17,263,522	Assumes 0.8% increases (will vary dependent upon plan changes)
22	Prop & Liab. Insurance	807,150	849,275	892,679	934,325	978,548	Assumes Avg increase of 4.9%
23	Retirement	10,070,552	10,752,491	11,505,165	12,310,527	13,172,263	Assumes 7% increases less Non-Contributory Retirement
24	Debt Services	16,626,732	16,456,666	16,445,766	16,810,809	17,302,114	Based on capital plan debt service schedule
25	Reserve Fund	250,000	250,000	250,000	250,000	250,000	Level-Funded
26	Facilities Management	3,426,619	3,336,096	3,395,866	3,458,686	3,505,968	Assumes 1.4% increase
	General Fund Oper. Expenses	**155,417,877**	**159,628,136**	**165,576,264**	**172,236,923**	**179,221,223**	
26	Capital Improvements	3,617,000	3,216,200	2,117,700	1,611,200	1,923,200	Capital Stab. Fund provides cash funding moving forward.
27	School Bus Transportation	410,137	421,416	433,005	444,912	457,147	Assumes 2.75% annual increase
28	State & County Assessments	1,504,841	1,519,889	1,535,088	1,550,439	1,565,944	Assumes 1% annual increase
29	Cherry Sheet Offsets	359,312	362,905	366,534	370,200	373,902	Assumes 1% annual increase
31	Snow Removal Supplement	350,000	465,000	465,000	465,000	465,000	Assumes Snow & Ice costs of $1M
32	Overlay	1,015,000	1,000,000	1,000,000	1,000,000	1,000,000	Varies dependent upon valuations, revaluation years
33	Golf Course Deficit	240,000	250,000	245,000	90,000	30,000	Per STGC 5-Year Projection
34	General Stablization Fund	100,000	100,000	100,000	100,000	100,000	Assumes level funding
35	Operational Stabilization Fund	100,000	100,000	100,000	100,000	100,000	Assumes level funding
36	Capital Stabilization Fund	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	Assumes level funding
37	OPEB Trust	300,000	300,000	300,000	300,000	300,000	Assumes level funding
38	Misc. Articles	100,000	100,000	100,000	100,000	100,000	Assumes level funding
	Total General Fund Expenses	**164,964,167**	**168,913,546**	**173,788,591**	**179,818,674**	**187,086,415**	
	Net Excess / (Deficit)	**271,412**	**-679,277**	**-1,973,923**	**-3,905,150**	**-11,572,673**	

Revenue Side Forecast Issues:

- New Growth is an estimate for FY21
- State Aid is assuming the trend of 2-3% increases. If the state economy faces a downturn, local aid may as well.
- Local Receipts is projected conservatively given the FY19 experience. Overall FY19 numbers were consistent with expectations, however some key revenue sources dipped unexpectedly (ambulance, motor vehicle excise). These were offset by increased investment income as well as supplemental tax bills; both of which are difficult to predict.

Expense Side Forecast Issues:

- Outstanding CBAs & LIUNA
- Projections don't include new initiatives (new programs/positions)
- NPS expenses are exclusively based off of historical appropriations
- Uncertainty with Fringe Benefits (health insurance volatility)
- Debt service schedule is based on current plan and excludes any additional large-scale infrastructure
- Funding of stabilization funds & miscellaneous articles is a placeholder currently

Planning: A first step in designing a prudent fiscal plan.

Sustainability: Balancing immediate needs v. long term goals

Potential Outcomes

FY 2020 2019 FATM Capital Improvements

9/12/2019

Department	projTitle	Funding Source	Request
Facilities	Wilson Middle School Bathroom Partitions	Capital Stabilization	$40,000
Facilities	Johnson School - Retile Cafeteria Floor	Capital Stabilization	$15,000
Facilities	Johnson School - Replace Interior Stairways	Capital Stabilization	$30,000
Facilities	Wilson Middle School Paint 12 Classrooms	Capital Stabilization	$50,000
Facilities	Wilson Middle School AC Office and Support Area	Capital Stabilization	$12,500
Facilities	Ben Hem Engineering To Replace The DDC System	Capital Stabilization	$25,000
Facilities	Engineering Study For 2nd Floor Ac At Wilson And Ben Hem	Capital Stabilization	$50,000
Facilities	Police Station - Add Additional Heat To The Garage	Capital Stabilization	$15,000
DPW - Highway, Sanitation, and Recycling	Guardrail (Various Locations)	Capital Stabilization	$12,000
DPW - Land Facilities and Natural Resources	Park And Field Renovations	Capital Stabilization	$175,000
DPW - Land Facilities and Natural Resources	Tree Replacement	Capital Stabilization	$30,000
DPW - Land Facilities and Natural Resources	Tree Inventory	Capital Stabilization	$10,000
Sustainability	Energy Efficiency Programs	Capital Stabilization	$100,000
Police	Firearms Range Renovation	Capital Stabilization	$110,000
Town Administration	Downtown Clock Repairs	Capital Stabilization	$18,000
Golf Course	Fairway Reconstruction	GC Retained Earnings	$6,500
Water Sewer	Sewer Collection System Repairs & Maint	I & I Stabilization Fund	$150,000
DPW - Engineering	Construction - Roadway Improvements South Main St.	Tax Levy Borrowing	$4,650,000
DPW - Engineering	Construction - Roadway Improvements	Tax Levy Borrowing	$1,000,000
Water Sewer	Ground Water Wells Replacement	W/S Borrowing	$500,000
Water Sewer	Water Distribution System Enhancements	W/S Retained Earnings	$150,000
Water Sewer	Water Meter Replacement Study	W/S Retained Earnings	$8,500
		Sub Total	**$7,157,500**
DPW - Engineering	Ch90 Road Improvements	Ch 90	$970,789
		Total	**$8,128,289**

Funding Sources	Fall Request
Capital Stabilization	$692,500
Tax Levy Borrowing	$5,650,000
Ch 90	$970,789
W/S Borrowing	$500,000
W/S Retained Earnings	$158,500
I & I Stabilization Fund	$150,000
GC Retained Earnings	$6,500
	$8,128,289

FY 2020 2019 FATM Capital Equipment

9/12/2019

Department	projTitle	Funding Source	Request
DPW - Highway, Sanitation, and Recycling	Replace Dumpsters	Capital Stabilization	$17,500
Police	Cruiser Replacement	Capital Stabilization	$130,000
DPW - Engineering	Replace Vehicle 3 (E-2) Engineering Survey Vehicle	Capital Stabilization	$52,000
Facilities	Natick Public School - Security Cameras/ Door Controls	Capital Stabilization	$80,000
Information Technology	Town Hall Projector Installation/Replacement	Capital Stabilization	$16,000
Police	Meter Pole Replacement	Capital Stabilization	$35,000
Fire	Nomex Fire Hoods	Capital Stabilization	$8,500
Fire	Rescue Boat	Capital Stabilization	$30,000
Natick Public Schools	Repair/Replace Stage Curtains/Rigging At Johnson Elementary, Natick High School, Wilson Middle School	Capital Stabilization	$45,000
Facilities	Brown Elementary School - White Board Replacement (9)	Capital Stabilization	$25,000
Natick Public Schools	School Projector Installation/Replacement	Capital Stabilization	$83,000
Sustainability	Electrification Feasibility Study	Capital Stabilization	$13,000
Natick Public Schools	Auditorium Sound And Microphone Upgrade Study FCC Band	Capital Stabilization	$15,000
Town Administration	Capital Emergencies	Capital Stabilization	$34,800
DPW - Highway, Sanitation, and Recycling	Replace Vehicle 511 (S-101) Recycling Truck	Tax Levy Borrowing	$330,000
Golf Course	Topdresser	GC Retained Earnings	$15,000
Golf Course	Sod Cutter	GC Retained Earnings	$5,000
Water Sewer	Replace Vehicle 619 (W-30) Vactor Truck	W/S Borrowing	$600,000
Water Sewer	Springvale/Elm Bank Chemical Feed Upgrades	W/S Borrowing	$310,000
Water Sewer	Scada Equipment Upgrade	W/S Retained Earnings	$80,000
			$1,924,800

	Fall Request
Capital Stabilization	$584,800
Tax Levy Borrowing	$330,000
W/S Borrowing	$910,000
W/S Retained Earnings	$80,000
GC Retained Earnings	$20,000
	$1,924,800

Article 11 - Capital Equipment - 2019 Fall Annual Town Meeting

9/12/2019

MOTION A: (two-thirds vote required)

Move that the Town vote to appropriate the sum of $584,800 to be expended under the direction of the Department of Public Works for the purpose of replacing vehicle #3 Engineering Survey Vehicle, and replacing dumpsters, under the direction of the Natick Public Schools for upgrading security cameras and door controls, repairing and replacing curtains and rigging at the Johnson Elementary School, the Wilson Middle School, and the Natick High School, replacing projectors in the Natick Public Schools, and an auditorium sound and microphone upgrade study, under the direction of the Facilities Department for the purpose of replacing white boards at the Brown Elementary School, under the direction of the Fire Department for the purpose of purchasing Nomex Fire Hoods, and replacing a rescue boat, under the direction of the Information Technology Department for the purpose of replacing projectors at Town Hall, under the direction of the Police Department for the purpose of replacing police cruisers, and replacing meter poles, under the direction of the Sustainability Coordinator for an electrification feasibility study, and under the direction of Town Administration for capital emergencies, individually shown as items 1 through 14 in Table A below, and that to meet this appropriation the sum of $584,800 be raised from the Capital Stabilization Fund.

TABLE A - MOTION A: Article 11 - Capital Equipment - 2019 Fall Annual Town Meeting

Item #	Department	Item	Funding Source	Amount
1	DPW - Engineering	Replace Vehicle 3 (E-2) Engineering Survey Vehicle	Capital Stabilization	$52,000
2	DPW - Highway, Sanitation, and Recycling	Replace Dumpsters	Capital Stabilization	$17,500
3	Natick Public Schools	Natick Public School - Security Cameras/ Door Controls	Capital Stabilization	$80,000
4	Natick Public Schools	Repair/Replace Stage Curtains/Rigging At Johnson Elementary, Natick High School, Wilson Middle School	Capital Stabilization	$45,000
5	Natick Public Schools	School Projector Installation/Replacement	Capital Stabilization	$83,000
6	Natick Public Schools	Auditorium Sound And Microphone Upgrade Study FCC Band	Capital Stabilization	$15,000
7	Facilities	Brown Elementary School - White Board Replacement (9)	Capital Stabilization	$25,000
8	Fire	Nomex Fire Hoods	Capital Stabilization	$8,500
9	Fire	Rescue Boat	Capital Stabilization	$30,000
10	Information Technology	Town Hall Projector Installation/Replacement	Capital Stabilization	$16,000
11	Police	Cruiser Replacement	Capital Stabilization	$130,000
12	Police	Meter Pole Replacement	Capital Stabilization	$35,000
13	Sustainability	Electrification Feasibility Study	Capital Stabilization	$13,000
14	Town Administration	Capital Emergencies	Capital Stabilization	$34,800

Appropriation under Article 11: MOTION A **$ 584,800**

MOTION B: (two-thirds vote required)

Move that the Town vote to appropriate the sum of $330,000 to be expended under the direction of the Department of Public Works for the purpose of replacing vehicle 511 Recycling Truck, individually shown as item 1 in Table B below, and that to meet this appropriation the Treasurer with the approval of the Board of Selectmen is authorized to borrow $330,000 under Massachusetts General Laws Chapter 44, Section 7, as amended, or any other enabling authority and to issue bonds or notes of the Town therefore aggregating not more than $330,000 in principal amount and that the Town Administrator with the approval of the Board of Selectmen is authorized to take any action necessary to carry out this program, and further, that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

TABLE B, MOTION B: Article 11 - Capital Equipment - 2019 Fall Annual Town Meeting

Item #	Department	Item	Funding Source	Amount
1	DPW - Highway, Sanitation, and Recycling	Replace Vehicle 511 (S-101) Recycling Truck	Tax Levy Borrowing	$330,000

Appropriation under Article 11: MOTION B **$ 330,000**

MOTION C: (majority vote required)

Move that the Town vote to appropriate the sum of $20,000 to be expended under the direction of the Golf Course Enterprise Fund for the purpose of purchasing a topdresser, and replacing a sod cutter individually shown as items 1 and 2 in Table C below, and that to meet this appropriation the sum of $20,000 be raised from the Golf Course Retained Earnings.

TABLE C, MOTION C: Article 11 - Capital Equipment - 2019 Fall Annual Town Meeting

Item #	Department	Item	Funding Source	Amount
1	Golf Course	Topdresser	GC Retained Earnings	$15,000
2	Golf Course	Sod Cutter	GC Retained Earnings	$5,000

Appropriation under Article 11: MOTION C **$ 20,000**

MOTION D: (two-thirds vote required)

Move that the Town vote to appropriate the sum of $910,000 to be expended under the direction of the Department of Public Works for the purpose of replacing vehicle 619 Vactor Truck, and Springvale/Elm Bank Chemical Feed Upgrades individually shown as items 1 and 2, in Table D below, and that to meet this appropriation the Treasurer with the approval of the Board of Selectmen is authorized to borrow $910,000 under Massachusetts General Laws Chapter 44, Section 8, as amended, or any other enabling authority and to issue bonds or notes of the Town therefore aggregating not more than $910,000 in principal amount and that the Town Administrator with the approval of the Board of Selectmen is authorized to take any action necessary to carry out this program, and further, that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

TABLE D, MOTION D: Article 11 - Capital Equipment - 2019 Fall Annual Town Meeting

Item #	Department	Item	Funding Source	Amount
1	Water Sewer Enterprise	Replace Vehicle 619 (W-30) Vactor Truck	W/S Borrowing	$600,000
2	Water Sewer Enterprise	Springvale/Elm Bank Chemical Feed Upgrades	W/S Borrowing	$310,000
Appropriation under Article 11: MOTION D				**$ 910,000**

MOTION E: (majority vote required)

Move that the Town vote to appropriate the sum of $80,000 to be expended under the direction of the Department of Public Works for the purpose of SCADA Equipment Upgrades, individually shown as item 1 in the Table E below, and that to meet this appropriation the sum of $80,000 be raised from the from Water Sewer retained earnings.

TABLE E, MOTION E: Article 11 - Capital Equipment- 2019 Fall Annual Town Meeting

Item #	Department	Item	Funding Source	Amount
1	Water Sewer Enterprise	SCADA Equipment Upgrade	W/S Retained Earnings	$80,000
Appropriation under Article 11: MOTION E				**$ 80,000**

Article 12 - Capital Improvement - 2019 Fall Annual Town Meeting

3/13/2019

MOTION A: (Two-thirds vote required)

Move that the Town vote to appropriate the sum of $692,500 to be expended under the direction of the Facilities Management Department for the purpose of replacing Wilson Middle School Bathroom Partitions, Retiling Cafeteria Floor at the Johnson Elementary School, Replacing Interior Stairways at the Johnson Elementary School, painting 12 classrooms at the Wilson Middle School, adding AC in the office and support areas at the Wilson Middle School, engineering to replace the Digital Data Control System at the Bennett Hemenway Elementary School, engineering study for air conditioning the second floor at the Wilson Middle School and the Bennett Hemenway Elementary School, adding additional heat to the garage at the Police Station, under the direction of the Department of Public Works for installing or repairing guardrail, park and field renovations, tree replacement, tree inventory, under the direction of the Sustainability Coordinator for energy efficiency programs, engineering the roof replacement at the Town Hall, retiling the second floor hallway at the Johnson School, painting classroom walls and ceilings at Bennett Hemenway School, under the direction of the Police Department to renovate the firing range, and under the direction of Town Administration for clock repair, individually shown as items 1 through 15 in the Table A below, and that to meet this appropriation the sum of $692,500 be raised from the Capital Stabilization Fund.

TABLE A, MOTION A: Article 12 - Capital Improvement - 2019 Fall Annual Town Meeting

Item #	Department	Item	Funding Source	Amount
1	Facilities	Wilson Middle School Bathroom Partitions	Capital Stabilization	$40,000
2	Facilities	Johnson School - Retile Cafeteria Floor	Capital Stabilization	$15,000
3	Facilities	Johnson School - Replace Interior Stairways	Capital Stabilization	$30,000
4	Facilities	Wilson Middle School - Paint 12 Classrooms	Capital Stabilization	$50,000
5	Facilities	Wilson Middle School - adding AC Office and Support Area	Capital Stabilization	$12,500
6	Facilities	Bennett Hemenway School Engineering To Replace The DDC System	Capital Stabilization	$25,000
7	Facilities	Engineering Study For 2nd Floor AC At Wilson And Ben Hem	Capital Stabilization	$50,000
8	Facilities	Police Station - Add Additional Heat To The Garage	Capital Stabilization	$15,000
9	DPW - Highway, Sanitation, and Recycling	Guardrail (Various Locations)	Capital Stabilization	$12,000
10	DPW - Land Facilities and Natural Resources	Park And Field Renovations	Capital Stabilization	$175,000
11	DPW - Land Facilities and Natural Resources	Tree Replacement	Capital Stabilization	$30,000
12	DPW - Land Facilities and Natural Resources	Tree Inventory	Capital Stabilization	$10,000
13	Sustainability	Energy Efficiency Programs	Capital Stabilization	$100,000
14	Police	Firearms Range Renovation	Capital Stabilization	$110,000
15	Town Administration	Downtown Clock Repairs	Capital Stabilization	$18,000

Appropriation under Article 12: MOTION A **$ 692,500**

MOTION B: (Two-thirds vote required)

Move that the Town vote to appropriate the sum of $5,650,000 to be expended under the direction of the Department of Public Works for the purpose of roadway improvements to South Main Street, Roadway & Sidewalks Improvements, individually shown as items 1 through 2 in Table B below, and that to meet this appropriation the Treasurer with the approval of the Board of Selectmen is authorized to borrow $5,650,000 under Massachusetts General Laws Chapter 44, Section 7, as amended, or any other enabling authority and to issue bonds or notes of the Town therefore aggregating not more than $5,650,000 in principal amount and that the Town Administrator with the approval of the Board of Selectmen is authorized to take any action necessary to carry out this program, and further, that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

TABLE B, MOTION B: Article 12 - Capital Improvement - 2019 Fall Annual Town Meeting

Item #	Department	Item	Funding Source	Amount
1	DPW - Engineering	Construction - Roadway Improvements South Main St.	Tax Levy Borrowing	$4,650,000
2	DPW - Engineering	Construction - Roadway and Sidewalk Improvements	Tax Levy Borrowing	$1,000,000
Appropriation under Article 12: MOTION B				**$ 5,650,000**

MOTION C: (majority vote required)

Move that the Town vote to appropriate the sum of $6,500 to be expended under the direction of the Golf Course Enterprise Fund for the purpose of fairway reconstruction at the Sassamon Trace Golf Course, individually shown as item 1 in the Table C below, and that to meet this appropriation the sum of $6,500 be raised from the from golf course retained earnings.

TABLE C, MOTION C: Article 12 - Capital Improvement- 2019 Fall Annual Town Meeting

Item #	Department	Item	Funding Source	Amount
1	Golf Course	Fairway Reconstruction	GC Retained Earnings	$6,500
Appropriation under Article 12: MOTION C				**$ 6,500**

MOTION D: (two-thirds vote required)

Move that the Town vote to appropriate the sum of $500,000 to be expended under the direction of the Department of Public Works for the purpose of ground water well replacement, individually shown as item 1, in Table D below, and that to meet this appropriation the Treasurer with the approval of the Board of Selectmen is authorized to borrow $500,000 under Massachusetts General Laws Chapter 44, Section 8, as amended, or any other enabling authority and to issue bonds or notes of the Town therefore aggregating not more than $500,000 in principal amount and that the Town Administrator with the approval of the Board of Selectmen is authorized to take any action necessary to carry out this program, and further, that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

TABLE D, MOTION D: Article 12 - Capital Improvement - 2019 Fall Annual Town Meeting

Item #	Department	Item	Funding Source	Amount
1	Water and Sewer Enterprise	Ground Water Well Replacement	Water Sewer Borrowing	$ 500,000
Appropriation under Article 12: MOTION D				**$ 500,000**

MOTION E: (requires a majority vote)

Move that the Town vote to appropriate the sum of $158,500 to be expended under the direction of the Department of Public Works for the purpose of water distribution system enhancements and water meter replacement study, individually shown as items 1 and 2, in Table E below, and that to meet this appropriation the sum of $158,500 be raised from Water Sewer Retained Earnings.

TABLE E, MOTION E: Article 12 - Capital Improvement - 2019 Fall Annual Town Meeting

Item #	Department	Item	Funding Source	Amount
1	Water Sewer	Water Distribution System Enhancements	W/S Retained Earnings	$150,000
2	Water Sewer	Water Meter Replacement Study	W/S Retained Earnings	$8,500
Appropriation under Article 12: MOTION E				**$ 158,500**

MOTION F: (two-thirds vote required)

Move that the Town vote to appropriate the sum of $150,000 to be expended under the direction of the Department of Public Works for the purpose of sewer collection system repairs and maintenance, individually shown as items 1, in Table F below, and that to meet this appropriation the sum of $150,000 be raised from the I & I Stabilization Fund.

TABLE F, MOTION F: Article 12 - Capital Improvement - 2019 Fall Annual Town Meeting

Item #	Department	Item	Funding Source	Amount
1	Water and Sewer Enterprise	Sewer Collection System Repairs & Maintenance	I & I Stabilization Fund	$150,000
Appropriation under Article 12: MOTION F				**$ 150,000**

ITEM TITLE: Approve Small Business Saturday Proclamation

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	9/30/2019	Cover Memo
Fact Sheet	9/30/2019	Cover Memo
Proclamation	9/30/2019	Cover Memo

Patricia O'Neil <poneil@natickma.org>

2019 Small Business Saturday Proclamation Request

2 messages

Pam Woo <pwoo@wipp.org> Wed, Sep 25, 2019 at 12:05 PM
To: "selectmen@natickma.org" <selectmen@natickma.org>

Dear Chair Hickey,

Women Impacting Public Policy (WIPP) and the Small Business Saturday Coalition are asking you to please renew support for Small Business Saturday®, the national effort to drive consumers to shop at local independently owned businesses on the Saturday after Thanksgiving, November 30, 2019.

Specifically, we request that your office issue a 2019 proclamation promoting Small Business Saturday in Natick. As a supporting community, you will be listed on the ShopSmall.com website.

We invite you to join in demonstrating your commitment to the small business constituents you serve. Falling between Black Friday and Cyber Monday, Small Business Saturday is essential to the preservation of the neighborhoods that compose the landscape of your local economy and enrich its unique culture. 2019 marks the 10th annual Small Business Saturday.

I have attached a Small Business Saturday overview and sample proclamation you can use to further amplify your support of small businesses in Natick.

In 2018, 650+ city, town, and county officials joined together to support Small Business Saturday. Below are some highlights from last year:

- 70% of adult U.S. consumers are aware of Small Business Saturday
- 42% of consumers who reportedly shopped small at independently-owned retailers and restaurants on Small Business Saturday did so with friends or family, and 83% reported encouraging others to also shop or dine small
- Among consumers who said they participated on the day, 41% reported that they shopped small online on Small Business Saturday

- Among companies that were planning promotions on Small Business Saturday, 92% said the day helps their business stand out during the busy holiday shopping season

If you would like additional information about Small Business Saturday and the Shop Small Movement, please visit www.ShopSmall.com or do not hesitate to contact me at (415) 434-4314 or pwoo@wipp.org.

As soon as we receive your reply and a copy of your signed proclamation, we will add you to the list of Small Business Saturday 2019 supporters. Please note we must receive a copy of your signed proclamation via email or mail by November 20, 2019, for posting on the Shop Small website.

Thank you for your consideration,

Pam

Pam Woo, Small Business Saturday Coalition
Women Impacting Public Policy (WIPP)
PO Box 31279, San Francisco, CA 94131
Phone: (415) 434-4314 – Fax: (415) 434-4331
PWoo@WIPP.org – www.WIPP.org – www.ShopSmall.com

https://www.wipp.org/resource/resmgr/sbs19/SBS2019ProclamationSample.docx

https://www.wipp.org/resource/resmgr/sbs19/sbs2019factsheet.pdf

WIPP is a national nonpartisan organization advocating on behalf of women entrepreneurs—strengthening their impact on our nation's public policy, creating economic opportunities, and forging alliances with other business organizations.

[This email message and any attachments are intended solely for the intended recipient and may contain confidential or privileged information. If you are not the intended recipient, or responsible for delivering this email, you are strictly prohibited from reading or disclosing it. If you received this email in error, please notify us by reply email and permanently delete this message and any attachments.]

2 attachments

SBS2019FactSheet_pdf.html
1K

SBS2019ProclamationSample_docx.html
1K

Patricia O'Neil <poneil@natickma.org> Thu, Sep 26, 2019 at 10:24 AM
To: Pam Woo <pwoo@wipp.org>
Cc: "selectmen@natickma.org" <selectmen@natickma.org>

Thank you Pam. This is something we have done in the past. I will put it on a selectmen's agenda and reach out to you soon thereafter.
[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

WHAT IS SMALL BUSINESS SATURDAY® ?

Since its inception in 2010, Small Business Saturday, proudly backed by American Express, has illuminated the significance of supporting small, independently owned businesses across the country, bringing consumers and local entrepreneurs closer together. Falling between Black Friday and Cyber Monday, it's a day dedicated to supporting the diverse range of local businesses that help create jobs, boost the economy, and keep communities thriving across the country.

WHY SUPPORT SMALL BUSINESS SATURDAY?

- Demonstrates a conscious commitment to the communities in which we live.
- Creates goodwill within the communities.
- When we support small businesses, jobs are created and local communities preserve their unique culture.

WHAT PEOPLE ACROSS THE NATION ARE SAYING ABOUT 2018 SMALL BUSINESS SATURDAY*:

"Small Business Saturday and the Shop Small® movement have had a great effect on our local merchants and the area in general. This year we went big and saw great participation, and we're hoping it will have an impact on the community for months to come."
– Mark Gorodetzer, Water Street District Business Association in Clark County, NV

"I love the sense of community Small Business Saturday brings to Denver each year. We're all supporting each other and fellow business owners while shopping local. I've been doing this for 4 years and It's the highlight of our holiday shopping season here in Larimer Square."
– Steve Carpenter, Director of Sales for Mountain Khaki in Denver, CO

"Small Business Saturday brings awareness to everyday people who re doing their passion and living their dreams. When people support small businesses like ours, they are supporting us sending our children to college. It's not just about patronizing a business, it's about patronizing the whole community because it impacts everyone and we're all in this together."
– Melissa Woods, Co-Owner of CupCake Fairies in New Orleans, LA

"The turnout on Small Business Saturday, starting from 10am, was strong and energy was high. The neighborhood came out to support the local businesses that make Ocean Beach special."
– Tracy Wagner, Project Manager at Ocean Beach Main Street Association in Ocean Beach, CA

**If you would like to include any of this content please reach out to shopsmall@mbooth.com.*

2018 SMALL BUSINESS SATURDAY® FACTS:

- In 2018, U.S. consumers reported spending a record high of an estimated $17.8 billion at independent retailers and restaurants on Small Business Saturday.[1]
- On average for every dollar spent at local small businesses 67 cents stays in the local community.[2]
- The U.S. Senate unanimously passed a resolution designating November 24, 2018, as Small Business Saturday, supporting efforts to encourage consumers to shop locally, increase awareness of the value of locally owned small businesses, and highlight these businesses ' impact on the U.S. economy.
- Elected officials in all 50 states, Washington, D.C., Puerto Rico, and other U.S. territories championed Small Business Saturday.
- 659 city proclamations in support of Small Business Saturday were issued by mayors and other elected officials covering all 50 states and Washington, D.C.
- American Express enlisted the support of nearly 100 large companies, known as Corporate Supporters, to help drive excitement for and promote Small Business Saturday.
- The Small Business Saturday Coalition, comprised of national, state and local associations that help coordinate activities for Small Business Saturday with small business owners and consumers, saw more than 615 organizations helped spread the Shop Small® message.
- From November 1 through November 24, there were more than 715,000 social media posts combined on Facebook, Instagram, and Twitter using #ShopSmall and/or #SmallBizSat.

JOIN THE COALITION:

Building on the success of previous years, we plan to scale this year's Small Business Saturday by expanding the coalition of supporters and creating local events around the country. This includes support from advocacy organizations that join the initiative to motivate constituents through incentives and offers to not only Shop Small on November 30, 2019, but Shop Small all year long.

The coalition will be led by Women Impacting Public Policy, a business advocacy organization representing small businesses. Join Us!

Contact info:
Small Business Saturday Program
Women Impacting Public Policy
Phone: (415) 434-4314 |Email: sbscoalition@wipp.org

[1]This spend statistic is an aggregate of the average spend as reported by consumers in surveys commissioned by American Express reporting spend habits on Small Business Saturday of consumers who were aware of the day. It does not reflect actual receipts or sales. Each such survey was conducted among a nationally representative sample of U.S. adults. The surveys had an overall margin of error of between +/- 2.0% and +/- 5.47%, at the 95% level of confidence. The data was projected from the samples based on then-current U.S. Census estimates of the U.S. adult population (18 +).

[2]The 2018 Small Business Economic Impact Study was conducted by Econsult Solutions, Inc. (ESI) on behalf of American Express. ESI calculated the share of national Gross Domestic Product (GDP), employment and employee compensation that small businesses with under 100 employees provide to the economy based on an analysis used by the U.S. Small Business Administration. ESI also estimated how much of each dollar spent at the average small business remains in their local community, and used input-output analysis across 100 representative U.S. counties to calculate the additional impact that is generated locally as the result of the spending of employees and the spending of the small business with local suppliers and service providers.

Town of Natick
Massachusetts 01760
Home of Champions

Michael J. Hickey, Jr., Clerk
Susan G. Salamoff, Vice Chair
Jonathan H. Freedman, Clerk
Karen Adelman-Foster
Richard P. Jennett, Jr.

Proclamation

Whereas, the government of Natick, Massachusetts celebrates our local small businesses and the contributions they make to our local economy and community; and

Whereas, according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States that represent 99.7 percent of all businesses with employees in the United States and are responsible for 65.9 percent of net new jobs created from 2000 to 2017, and

Whereas, small businesses employ 47.5 percent of the employees in the private sector in the United States; and

Whereas, 94% of consumers in the United States value the contributions small businesses make in their community; and

Whereas, 96% of consumers who plan to shop on Small Business Saturday said the day inspires them to go to small, independently-owned retailers or restaurants that they have not been to before, or would not have otherwise tried; and

Whereas, 92% of companies planning promotions on Small Business Saturday said the day helps their business stand out during the busy holiday shopping season; and

Whereas, 59% of small business owners said Small Business Saturday contributes significantly to their holiday sales each year; and

Whereas, the Town of Natick, Massachusetts supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

Whereas, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday;

Now, therefore, the Natick Board of Selectmen hereby proclaims November 30, 2019 as

Small Business Saturday

And urges the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

Michael J. Hickey, Jr., Chair

Karen Adelman-Foster

Susan G. Salamoff, Vice Chair

Richard P. Jennett, Jr.

Jonathan H. Freedman, Clerk

ITEM TITLE: Re-Appoint Ganesh Ramachandran to the Affordable Housing Trust Fund and Community Development Advisory Committee

ITEM SUMMARY: Terms Expire June 30, 2021

ATTACHMENTS:

Description	Upload Date	Type
AHTF Packet	9/30/2019	Cover Memo
CDAC Packet	9/30/2019	Cover Memo

Town of Natick

Affordable Housing Trust Fund Board

Board Details

The Natick Affordable Housing Trust was formed in February, 2008 through Town Meeting under Massachusetts General Law Chapter 44, Section 55C. The Trust adopted the following mission: To provide for the creation and preservation of affordable housing in the Town of Natick for the benefit of low and moderate income individuals and families

Overview

Size 9 Seats

Term Length 24 Months

Term Limit

Additional

Enacting Resolution

Enacting Resolution Website

Town of Natick

Affordable Housing Trust Fund Board

Board Roster

Jay Ball

6th Term Mar 03, 2008 - Jun 30, 2020

Appointing Authority Board of Selectmen
Position Member-at-large

Greg Bazaz

2nd Term Jul 01, 2019 - Jun 30, 2021

Appointing Authority Board of Selectmen
Position Member-at-large

Laura Duncan

4th Term Jul 01, 2018 - Jul 01, 2020

Appointing Authority Board of Selectmen
Position Banking Representative

Randy Johnson

5th Term Jul 01, 2018 - Jun 30, 2021

Appointing Authority Board of Selectmen
Position Construction Representative/Chair

Helen L Johnson

1st Term May 01, 2018 - Jun 30, 2020

Appointing Authority Board of Selectmen
Position Real Estate Representative

Glenn Kramer

2nd Term Jul 01, 2019 - Jun 30, 2021

Appointing Authority Board of Selectmen
Position Attorney Representative

Ganesh Ramachandran

2nd Term Jul 01, 2017 - Jun 30, 2019

Appointing Authority Board of Selectmen
Position Vice Chair

Susan G. Salamoff

4th Term Jul 01, 2019 - Jul 01, 2020

Appointing Authority Board of Selectmen
Position Board of Selectmen Representative

Patricia Sciarra

1st Term Apr 02, 2018 - Jun 30, 2020

Appointing Authority Board of Selectmen
Position Planning Board Representative/Clerk

Alyssa Springer

1st Term May 29, 2018 - Jun 30, 2020

Appointing Authority Board of Selectmen
Position Member-at-large

Profile

Ganesh
First Name

Middle Initial

Ramachandran
Last Name

natickgram@gmail.com
Email Address

2A Bellevue Rd.
Street Address

Suite or Apt

Natick
City

MA
State

01760
Postal Code

What Precinct do you live in? *

- [x] District 1

510-666=0777
Primary Phone

Home
Alternate Phone

Employer

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?

Affordable Housing Trust Fund Board: Appointed

Are you a registered voter in the Town of Natick?

○ Yes ○ No

Have you ever attended a Natick town meeting?

○ Yes ○ No

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

○ Yes ○ No

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

Interests & Experiences

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

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

○ Yes ○ No

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

Please list any professional affiliations.

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

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

Upload a Resume

Town of Natick

Community Development Advisory Committee

Board Details

The Community Development Advisory Committee (CDAC) is charged with serving as the Towns Fair Housing Committee and acting as an advisory board and resource in carrying out the major goals identified in the Towns Housing Plan and the Consolidated Plan, participating in the development of housing and community programs, and providing input and guidance for any plans under consideration for the future. The composition of the committee shall consist of:

- One member of the Board of Selectmen
- One member of the Planning Board or their designee
- A citizen in Natick actively engaged in the banking industry or a representative of a bank located in Natick
- A citizen representing low and moderate income neighborhood
- A citizen in the real estate business/residential home building business
- One Citizen-at- large
- A youth representative

Overview

Size 7 Seats

Term Length 36 Months

Term Limit

Additional

Enacting Resolution

Enacting Resolution Website

Town of Natick

Community Development Advisory Committee

Board Roster

Laura Duncan

3rd Term Jul 01, 2019 - Jun 30, 2022

Appointing Authority Board of Selectmen

Position Banking Representative

Ganesh Ramachandran

1st Term Oct 26, 2015 - Jun 30, 2018

Appointing Authority Board of Selectmen

Position Real Estate/Home Building Rep

Susan G. Salamoff

4th Term Jul 01, 2019 - Jul 01, 2020

Appointing Authority Board of Selectmen

Position Board of Selectmen Representative/Vice-Chair

Patricia Sciarra

1st Term Apr 02, 2018 - Jun 30, 2021

Position Planning Board Represenatitive

Alyssa Springer

1st Term May 01, 2017 - Jun 30, 2019

Appointing Authority Board of Selectmen

Position Member-at-large/Chair

Vacancy

Vacancy

Profile

Ganesh
First Name

Middle Initial

Ramachandran
Last Name

natickgram@gmail.com
Email Address

2A Bellevue Rd.
Street Address

Suite or Apt

Natick
City

MA
State

01760
Postal Code

What Precinct do you live in? *

- [x] District 1

510-666=0777
Primary Phone

Home
Alternate Phone

Employer

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?

Affordable Housing Trust Fund Board: Appointed

Are you a registered voter in the Town of Natick?

○ Yes ○ No

Have you ever attended a Natick town meeting?

○ Yes ○ No

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

○ Yes ○ No

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

Interests & Experiences

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

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

○ Yes ○ No

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

Please list any professional affiliations.

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

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

Upload a Resume

Profile

Alyssa
First Name

Middle Initial

Springer
Last Name

apspringer@yahoo.com
Email Address

230 Bacon Street
Street Address

Suite or Apt

Natick
City

MA
State

01760
Postal Code

What Precinct do you live in? *

- [x] Precinct 7

Home: (617) 849-2805
Primary Phone

Home: (617) 849-2805
Alternate Phone

Sierra Architects
Employer

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?

Affordable Housing Trust Fund Board: Appointed
Community Development Advisory Committee: Appointed

Are you a registered voter in the Town of Natick?

(•) Yes ( ) No

Have you ever attended a Natick town meeting?

(•) Yes ( ) No

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

( ) Yes (•) No

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

Interests & Experiences

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

I have lived in Natick since 2010. I am a voter and active member of the community as well as an architect. I would like to be an active participant in the positive growth of our town.

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

○ Yes ◉ No

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

I am a licensed and LEED accredited architect. I have worked in the metro Boston area as an architect for over 14 years. I think my design skills and understanding of building and construction will assist in helping to make positive changes in our community development.

Please list any professional affiliations.

Licensed Architect, Boston Society of Architects, US Green Building Council, NAIOP, American Society of Architects.

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

I am passionate about volunteering and local libraries. I also enjoy running.

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

resume2017.pdf

Upload a Resume

Alyssa Springer | AIA, LEED AP BD+C | Architect

I have been an architect for over 14 years in the Metro Boston area. I have worked in commercial architecture throughout Boston and the suburbs and have a great deal of experience in projects from a 100,000 sf educational building to minor office renovations.

I enjoy solving the puzzles that are inherent in every design project. Above all, I enjoys working with great teams to put together interesting projects. I find that with a good team, even unforeseen circumstances can be resolved through thoughtful discussions about the options best suited for the project.

I was educated at Northeastern University, and have worked with local design firms since earning my master's degree. In may career, I have worked on projects ranging from a field station to support a biologist's lab research to the conversion of an 1800s house into a cooking school for local residents. In these projects, I worked closely with client representatives to determine program requirements and with engineering consultants to ensure that all requirements are met. Most recently, I have worked at Sierra Architects in Waltham, MA and have a broad range of commercial clients across the metrowest.

My husband and I have been home owners in Natick since 2010, before our oldest daughter was born. When I am not working, I enjoy spending time with my family in the thriving community we call home. Together with my husband and daughters, I take advantage of the variety of local offerings in Natick.

I am also a supportive volunteer for cultural and children-focused organizations. I have served on the committee of Kidsbuild for the Boston Society of Architects, acting as co-chair of the committee for my final active year. I have also served as a volunteer at a number of local organizations including Horizons for Homeless Children and the Quincy Animal Shelter and the Family Promise Metrowest. My family and I also fundraise for the MS Society annually and participate in the MS Walk in Concord each April.

Education

Master of Architecture, Northeastern University
Boston, MA
Bachelor of Science, Architecture, Northeastern University
Boston, MA

Professional Experience
Architectural Licenses in Massachusetts since 2008 and New Hampshire since 2015
LEED Accredited Professional since 2008
Sierra Architects, Waltham, MA - 2015-Present
Beacon Architectural Associates, Boston, MA - 2007-2015
Perry and Radford Architects, Cambridge, MA - 2005-2007
Studio-G Architects, Jamaica Plain, MA - 2002-2004

Professional Affiliations
American Institute of Architects/Boston Society of Architects
National Council of Architectural Registration Board
United States Green Building Council
NAIOP Commercial Real Estate Development Association

Civic
Kidsbuild! Co-Chair, Committee Member and Volunteer
Family Promise Metrowest Volunteer
Horizons for Homeless Children Volunteer
Team Captain, Concord MS Walk

ITEM TITLE: Re-Appoint Alyssa Springer to the Community Development Advisory Committee

ITEM SUMMARY: Term Expires June 30, 2022

ATTACHMENTS:

Description	Upload Date	Type
CDAC Packet	9/30/2019	Cover Memo

Town of Natick

Community Development Advisory Committee

Board Details

The Community Development Advisory Committee (CDAC) is charged with serving as the Towns Fair Housing Committee and acting as an advisory board and resource in carrying out the major goals identified in the Towns Housing Plan and the Consolidated Plan, participating in the development of housing and community programs, and providing input and guidance for any plans under consideration for the future. The composition of the committee shall consist of:

- One member of the Board of Selectmen
- One member of the Planning Board or their designee
- A citizen in Natick actively engaged in the banking industry or a representative of a bank located in Natick
- A citizen representing low and moderate income neighborhood
- A citizen in the real estate business/residential home building business
- One Citizen-at- large
- A youth representative

Overview

Size 7 Seats

Term Length 36 Months

Term Limit

Additional

Enacting Resolution

Enacting Resolution Website

Town of Natick

Community Development Advisory Committee

Board Roster

Laura Duncan

3rd Term Jul 01, 2019 - Jun 30, 2022

Appointing Authority Board of Selectmen

Position Banking Representative

Ganesh Ramachandran

1st Term Oct 26, 2015 - Jun 30, 2018

Appointing Authority Board of Selectmen

Position Real Estate/Home Building Rep

Susan G. Salamoff

4th Term Jul 01, 2019 - Jul 01, 2020

Appointing Authority Board of Selectmen

Position Board of Selectmen Representative/Vice-Chair

Patricia Sciarra

1st Term Apr 02, 2018 - Jun 30, 2021

Position Planning Board Represenatitive

Alyssa Springer

1st Term May 01, 2017 - Jun 30, 2019

Appointing Authority Board of Selectmen

Position Member-at-large/Chair

Vacancy

Vacancy

Profile

Ganesh
First Name

Middle Initial

Ramachandran
Last Name

natickgram@gmail.com
Email Address

2A Bellevue Rd.
Street Address

Suite or Apt

Natick
City

MA
State

01760
Postal Code

What Precinct do you live in? *

- [x] District 1

510-666=0777
Primary Phone

Home
Alternate Phone

Employer

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?

Affordable Housing Trust Fund Board: Appointed

Are you a registered voter in the Town of Natick?

○ Yes ○ No

Have you ever attended a Natick town meeting?

○ Yes ○ No

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

○ Yes ○ No

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

Interests & Experiences

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

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

○ Yes ○ No

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

Please list any professional affiliations.

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

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

Upload a Resume

Profile

Alyssa
First Name

Middle Initial

Springer
Last Name

apspringer@yahoo.com
Email Address

230 Bacon Street
Street Address

Suite or Apt

Natick
City

MA
State

01760
Postal Code

What Precinct do you live in? *

- [x] Precinct 7

Home: (617) 849-2805
Primary Phone

Home: (617) 849-2805
Alternate Phone

Sierra Architects
Employer

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?

Affordable Housing Trust Fund Board: Appointed
Community Development Advisory Committee: Appointed

Are you a registered voter in the Town of Natick?

(•) Yes ( ) No

Have you ever attended a Natick town meeting?

(•) Yes ( ) No

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

( ) Yes (•) No

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

Interests & Experiences

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

I have lived in Natick since 2010. I am a voter and active member of the community as well as an architect. I would like to be an active participant in the positive growth of our town.

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

○ Yes ◉ No

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

I am a licensed and LEED accredited architect. I have worked in the metro Boston area as an architect for over 14 years. I think my design skills and understanding of building and construction will assist in helping to make positive changes in our community development.

Please list any professional affiliations.

Licensed Architect, Boston Society of Architects, US Green Building Council, NAIOP, American Society of Architects.

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

I am passionate about volunteering and local libraries. I also enjoy running.

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

resume2017.pdf

Upload a Resume

Alyssa Springer | AIA, LEED AP BD+C | Architect

I have been an architect for over 14 years in the Metro Boston area. I have worked in commercial architecture throughout Boston and the suburbs and have a great deal of experience in projects from a 100,000 sf educational building to minor office renovations.

I enjoy solving the puzzles that are inherent in every design project. Above all, I enjoys working with great teams to put together interesting projects. I find that with a good team, even unforeseen circumstances can be resolved through thoughtful discussions about the options best suited for the project.

I was educated at Northeastern University, and have worked with local design firms since earning my master's degree. In may career, I have worked on projects ranging from a field station to support a biologist's lab research to the conversion of an 1800s house into a cooking school for local residents. In these projects, I worked closely with client representatives to determine program requirements and with engineering consultants to ensure that all requirements are met. Most recently, I have worked at Sierra Architects in Waltham, MA and have a broad range of commercial clients across the metrowest.

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Beacon Architectural Associates, Boston, MA - 2007-2015
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Studio-G Architects, Jamaica Plain, MA - 2002-2004

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National Council of Architectural Registration Board
United States Green Building Council
NAIOP Commercial Real Estate Development Association

Civic
Kidsbuild! Co-Chair, Committee Member and Volunteer
Family Promise Metrowest Volunteer
Horizons for Homeless Children Volunteer
Team Captain, Concord MS Walk

ITEM TITLE: Approve Franconia Ave Block Party on 10/19/19 (RD: 10/20/19 or 10/26/19)

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request & Police Recommendation for Approval	9/30/2019	Cover Memo

Board of Selectman:

Please consider this request for permission to close Franconia Avenue from Overhill Road to Gilbert Road on **Saturday, October 19th, 2019** (or backup rain dates of either Sunday 10/20/2019 or Saturday 10/26/2019) between the hours of 2:00 p.m. and 8:00 p.m. for a neighborhood block party.

If you have any questions, please feel free to contact me.

Thank you.

Sincerely,

Donna Murphy

24 Franconia Avenue, Natick, MA

(508) 651-1115

Donna.murphy6@verizon.net

Patricia O'Neil <poneil@natickma.org> Thu, Sep 26, 2019 at 11:35 AM
To: Brian Lauzon <lauzon@natickpolice.com>

Hi Brian. Recommendations?
[Quoted text hidden]
--
Trish O'Neil
Executive Assistant
Town of Natick
13 East Central Street
Natick, MA 01760
P: 508-647-6410
F: 508-647-6401
poneil@natickma.gov

[redacted]

Brian Lauzon <lauzon@natickpolice.com> Mon, Sep 30, 2019 at 10:11 AM
To: Patricia O'Neil <poneil@natickma.org>

Trish,

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.
- Franconia Ave to be closed at Gilbert Road, and again at Overhill 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
[Quoted text hidden]

ITEM TITLE: Approve Earth Day Banner for Week of 4/20/2020

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	9/30/2019	Cover Memo

Patricia O'Neil <poneil@natickma.org>

Earth Day Banner Request

3 messages

Jillian Wilson-Martin <jwmartin@natickma.org> Fri, Sep 27, 2019 at 8:52 AM
To: Patricia O'Neil <poneil@natickma.org>

Hi Trish,

Can we please get the Selectmen's permission to hang our Earth Day banner over Main St the week of April 20?

Thank you!

Jillian Wilson-Martin
Sustainability Coordinator
Town of Natick
75 West Street
Natick, MA 01760

508-647-6555

[redacted]

[redacted]

[redacted]

[redacted]

ITEM TITLE: Authorize Chair to Sign the Agreement for the Execution of the WestMetro Home Consortium Home Investment Partnerships Program with the Town of Newton

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Agreement	9/30/2019	Cover Memo

AGREEMENT FOR THE EXECUTION OF THE WESTMETRO HOME CONSORTIUM HOME INVESTMENT PARTNERSHIPS PROGRAM

This AGREEMENT, hereafter referred to as the "AGREEMENT", is made and entered into this ____ day of _____, _____ by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as "**the CITY**", acting by and through its Director of Planning and Development or his/her designated staff, but without personal liability to him/her, or his/her staff, acting as lead entity for the WestMetro HOME Consortium (hereinafter the "Representative Member"), and the Town of Natick. (hereinafter the "Member Community" or "Member Community and Subrecipient"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts.

WITNESSETH

WHEREAS, the Towns of Bedford, Belmont, Brookline, Concord, Lexington, Natick, Needham, Sudbury, Watertown and Wayland, and the Cities of Framingham, Newton and Waltham have been jointly designated as a Participating Jurisdiction by the U.S. Department of Housing and Urban Development (hereinafter "HUD") for purposes of receiving HOME Investment Partnership (hereinafter "HOME") (CFDA 14.239), Program funds in the name of the WestMetro HOME Consortium under provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 et seq.) (hereinafter the "National Affordable Housing Act"); and

WHEREAS the CITY is the Representative Member of the Consortium under the provisions of the Mutual Cooperation Agreement (MCA) dated June 26, 2013, as amended, by and between the municipalities of the WestMetro HOME Consortium (hereinafter referred to as the "Consortium"); and

WHEREAS, the Representative Member has entered into an Agreement for a Home Investment Partnerships Program (hereinafter "HUD Agreement") with the U.S. Department of Housing and Urban Development (hereinafter "HUD"); and

WHEREAS, the WestMetro HOME Consortium has adopted a Consolidated Plan for Program Years 2016-2020 (hereinafter the "Consolidated Plan") and FY20 Annual Action Plan (hereinafter the "Action Plan"); and

WHEREAS, it is the purpose of this Agreement to affect a specified portion of the program approved by the HUD Agreement in accordance with the policies expressed by and declared in the National Affordable Housing Act; and

WHEREAS, pursuant to said purpose the Member Community is undertaking certain activities and desires to engage the Representative Member as the Administrative Agent to render certain assistance in such undertakings; and

WHEREAS, this Agreement sets forth the terms and conditions under which the Member Community will become the recipient of said funding;

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties mutually agree as follows:

GENERAL PROVISIONS

1. **REGULATORY FRAMEWORK.** The provisions of 24 CFR Part 92, HOME Investment Partnerships Program (hereinafter "HOME Program regulations"), and all subsequent amendments and revisions to the same, as well as the existing Mutual Cooperation Agreement in effect amongst the WestMetro Home Consortium, are hereby incorporated into and made a part of this Agreement. The Member Community and subrecipient shall at all times comply with said HOME Program regulations, and with other related Federal and State statutes and regulations, Executive Orders, 2 CFR Part 200, and all subsequent revisions and amendments to the same. Further, the Member Community and subrecipient shall become familiar with all of the foregoing requirements as applicable and shall ensure that the project complies in all respects.

2. **CONSORTIUM ADMINISTRATION.** The Consortium Council (Council) is the governing group of the WestMetro HOME Consortium (Consortium). The Council is comprised of the chief planning official or his/her designee from each Member Community, or if no such planning official exists, the chief elected official or his/her designee from each Member Community. The Council and the Representative Member, which is the City of Newton, shall meet at least quarterly or more often if requested by the Council or the Representative Member to decide issues of policy and procedure. Irrespective of the number of formally authorized Member Designees, each Member, not including the Representative Member, gets one vote on the Council. The Representative Member may only vote to break a tie.

3. **PROJECT AND AMOUNT.** The CITY agrees to provide the Member Community a sum of HOME Program funds as stated within Schedule A, Funding Amount and Project Budget, attached hereto and made a part hereof, and for the purposes described in Schedule B, HOME Project, subject to compliance by the Member Community with all terms and conditions as set forth within the Agreement, the Mutual Cooperation Agreement and WestMetro HOME Consortium Guidelines.

4. **FINANCIAL AND MANAGEMENT STANDARDS.** The Member Community agrees that expenditures under this agreement shall be limited to those eligible costs directly related to the implementation of this HOME Project consistent within 2 CFR Part 200, as outlined in Schedule A, Funding Amount and Project Budget. The Member Community shall also comply with standards for the financial record keeping and management systems applicable as described in Schedule D, Release and Processing of HOME Project Funds and Schedule E, Financial Management, herein.

5. **DURATION.** This Agreement is made as of the date first written above, effective upon the date of signing by the City and the Member Community and shall be binding until the

Performance Completion Date stipulated in Schedule C, Work Program and Schedule, attached hereto and made part hereof, unless amended in writing by all parties

6. **ENVIRONMENTAL REVIEW.** The release of funds for all HOME-assisted projects and activities is subject to environmental review as set forth in HOME Program regulation 24 CFR 92.352.
   - **No Choice-Limiting Actions.** Member communities and subrecipients are prohibited from undertaking or committing any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance. Violation of this provision may result in the denial of any funds under the Agreement.

7. **LEAD- BASED PAINT.** Each Member Community and Subrecipient is also responsible for ensuring that all programs and activities comply with applicable requirements of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821, et. seq.; Residential Lead-Based Paint Hazard Reduction Act of 1992; implementing regulations at 24 CFR Part 35 and all future revisions and amendments to the same. The Member Community and Subrecipient shall also ensure that this project complies with such Lead-Based Paint regulations as may be adopted pursuant to HOME Program regulations and with the requirements of the Massachusetts Lead Paint Statute, M.G.L. c.111, §§190-199A and all future revisions and amendments to the same.

8. **TERMINATION OF AGREEMENT FOR CAUSE.** In accordance with 2 CFR 200.339 through 200.342, if, through any cause, the Member Community shall fail to fulfill in a timely manner all obligations under this Agreement, or shall cause Project funds to be inappropriately expended, or if the Member Community shall violate any or all of the provisions of this Agreement, or refuses to accept conditions imposed by HUD through CITY regulations and directives as administered by the CITY, the CITY shall thereupon have the right to terminate this agreement by written notice to the Member Community of such termination specifying the effective date thereof at least five (5) days before the effective date of such termination.
   - The CITY as Representative Member may suspend current or future funds from Member Communities out of compliance with HOME Requirements until the matter is resolved.

9. **TERMINATION OF AGREEMENT DUE TO LACK FEDERAL FUNDING.** In the event that funds are not made available to the CITY by HUD, the CITY shall notify the Member Community in writing as soon as possible of such development. This shall include any event where HUD determines that an activity or activities under this Agreement are deemed ineligible and therefore should not continue to be funded. Subsequently, the CITY shall meet with the Member Community to determine an appropriate termination date relative to the cessation of HOME funds for the Agreement or any portion thereof, and to resolve any matters associated with such termination including, but not limited to: final financial settlement and related matters. Following said meeting, the CITY shall confirm the termination date and any conditions of termination in writing to the Member Community. The Member Community shall be rendered payment for such costs as authorized and accepted by the CITY under the provisions of this Agreement and as determined to be allowable within the final financial settlement based on such available remaining funds as may be available up to the cessation of federal HOME funding. The Member Community understands and agrees that the CITY

assumes no obligation for payment of any cost under this Agreement, regardless of date incurred, unless identified during the Project closeout process and incorporated in the final financial settlement.

10. **EXCLUSIVE USE PERIOD.** The Member Community shall have exclusive use of its respective annual HOME allocation, for a total of 12 months which is defined as the Exclusive Use Period. The Exclusive Use Period starts the date the Representative Member confirms in writing to the Member Community that funds are available to be drawn down from the U.S. Treasury. Any HOME funds that are not committed by the Member Communities to eligible HOME Projects after 12 months shall be transferred to the Competitive Funding Pool by the Representative Member for use by any Consortium Member through a Request for Proposals (RFP) process. All transferred funds are referred to as Relinquished Funds.
    - A Member Community may request an extension beyond the Exclusive Use Period, consistent with the HOME Program Administrative Guidelines, under certain extenuating circumstances if that Member Community is unable to commit its HOME allocation within 12 months.
    - Administrative funds and Program Income are not subject to the Exclusive Use Period and are not relinquished to the Competitive Funding Pool.

11. **REPAYMENT OF FUNDS.** Upon determination by the CITY that the Member Community and Subrecipient has failed to comply with any portion of the terms of this Agreement, and in particular has inappropriately expended HOME funds, the CITY may take such steps as necessary, in order to protect its ability to fulfill its obligations to HUD, including but not limited to legal action, to recapture funds already released to and/or expended by the Member Community.

12. **AUDIT.** Member Community shall comply with 2 CFR 200.501, including completion of a single audit if required, as described in Schedule E, Financial Management, attached hereto and made a part hereof.

13. **MONITORING.** In compliance with 2 CFR 200.328 and 200.330, the CITY shall periodically evaluate the performance of the Member Community and may make a determination as to whether the Member Community has conformed with this Agreement and has a continuing capacity to carry out the HOME-assisted Project activities in a timely manner. At any time during normal business hours and as often as the CITY, HUD, and/or the Comptroller General of the United States may deem necessary, Member Community shall make available all such records and documents as requested by said parties for audit and/or monitoring. The CITY, HUD, and/or the Comptroller General may examine and make copies of such records and may audit all contracts, procurement records, invoices, materials, payrolls, personnel records, conditions of employment, and all documents relating to all matters covered by this Agreement.

14. **CONFLICT OF INTEREST.** In accordance with HOME Program Regulation §92.356, the procurement of services by the CITY and the Member Community is governed by the conflict of interest provisions stated in 24 CFR 92.356 and 2 CFR 200.318. The Member Community shall comply with all applicable federal and state conflict of interest rules and

ensure compliance with the same by all subrecipients or other persons designated to receive HOME funds pursuant to this Agreement.

15. **NON-DISCRIMINATION LAWS AND REGULATIONS.** The Member Community shall comply with HOME Program regulation 24 CFR 92.350 and all applicable federal, state and local laws governing discrimination and equal opportunity.

16. **FAIR HOUSING.** The Member Community shall affirmatively further fair housing in accordance with the Fair Housing Act, the WestMetro HOME Consortium Affirmative Marketing Plan for the City of Newton and HOME Program regulation 24 CFR 92.351. Each Member Community and Subrecipient must ensure that affirmative marketing procedures are followed for all HOME-funded programs containing 5 or more HOME-Assisted Units. Further, the Member Community will participate in the completion of the Analysis of Impediments to Fair Housing Choice (AI) as required by its obligation to engage in fair housing planning in connection to the receipt of the Federal funds outlined herein.

17. **LIENS.** The Member Community represents that any property benefiting through installation or construction of improvements as part of the HOME Project is free from any attachments, tax liens, mechanics' liens or any other encumbrances other than those approved by the Member Community

18. **DISPLACEMENT AND RELOCATION.** In accordance with HOME Program regulation 24 CFR 92.353, Displacement, Relocation and Acquisition, the Member Community shall assure that all reasonable steps to minimize the displacement of persons as a result of this Project have been taken.

19. **LABOR STANDARDS/ SECTION 3.** The Member Community shall comply with and/or ensure compliance with all applicable state and federal labor laws and regulations, including but not limited to the Davis/Bacon Act, 40 U.S.C. 276a-5 et. seq., as applicable pursuant to the HOME Program regulation 24 CFR 92.354. Davis-Bacon Labor Standards apply to any contract involving the construction of 12 or more HOME-assisted units. The Member Community shall require contracts for all types of work performed in connection with project funds that exceed $100,000 to adhere to the requirements of Section 3 as outlined in 24 CFR 135 and Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 17010.

20. **DISCLAIMER.** It is agreed that the Member Community and Consortium will hold the CITY harmless from any latent or patent defects in any work performed or services provided pursuant to the HOME Project or from any claims arising therefrom.

21. **ASSIGNABILITY.** The Member Community shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the CITY hereto. As a pass-through entity, the Member Community is responsible to ensure the execution and enforcement of a written agreement consistent with the provisions set forth in 24 CFR 92.504 (c) (2), (c) (3) and (c) (4).

22. **REVERSION OF ASSETS.** In accordance with HOME Program regulations at 24 CFR 92.503 and 92.504 (c), upon expiration or termination of this agreement, the Member Community must return any HOME Program funds on hand as well as any accounts receivable attributable to the use of HOME funds to the CITY. If the Consortium dissolves, HOME funds and receivables are to remain in the custody of the Member, unless otherwise provided by HUD. However, if a Member Community decides to leave the WestMetro HOME Consortium, the Member Community concedes their allocation, Program Income and unspent funds, but must continue all monitoring and compliance responsibilities of all community-attributed projects and programs throughout the duration of their respective affordability period(s).

23. **LOBBYING PROHIBITED.** HOME funds shall not be used by the Member Community for publicity purposes as provided and limited by 2 CFR 200.450.

24. **FAITH-BASED ORGANIZATIONS.**
In accordance with 24 CFR 92.257, the Member Community may not engage in inherently religious activities or discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief as part of this Agreement unless the activities are offered separately, in terms of time or location, from HOME funds and activities.

25. **OWNERSHIP, USE, AND DISPOSITION OF PROPERTY.** The Member Community shall comply with all applicable provisions as stated within Schedule E, Financial Management, as attached hereto and made a part hereof.

26. **INSURANCE AND LIABILITY.** HOME-Assisted projects shall be insured at all times and in such amounts as deemed reasonable and prudent in accordance with standard construction practices and in compliance with Schedule F herein.

    To the extent permitted by law, the CITY and the Consortium shall not be liable for claims for damages or losses arising out of the performance of this Agreement by the Member Community, its employees, officers, or agents and the Member Community shall indemnify and hold harmless the CITY and the Consortium, its employees, officers, and agents from all such claims arising under this agreement.

27. **DEBARMENT AND DISCLOSURES.** In accordance with 2 CFR 200.213, the Member Community is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180.

28. **CHANGES.** The CITY may from time to time require changes in the HOME Project and/or its implementation. Such changes, including any increase in the Project Amount, and/or increase in the duration of the Agreement, which are mutually agreed upon shall be incorporated in written amendments to this Agreement. However, the CITY reserves the right to (a) reduce funds for cause as determined fairly and reasonably by the CITY upon written notice at least Thirty (30) days before the effective date of such reduction; or (b) reduce the funds due to a decrease in federal funds received by the CITY.

- Cause can include, but is not limited to, failure to comply with this agreement; an Annual Action Plan; the Comprehensive Checklist; a HOME Program or other HUD regulation or finding; and/or failure to cooperate with any other Member, Representative Member or the Consortium in complying with a HUD finding.

The Member Community must also follow Substantial Amendment procedures as set forth in Schedule A.

29. OPPORTUNITY TO CURE OR DISPUTE VIOLATIONS AND/OR FUNDING RESTRICTIONS

- *Opportunity to Cure.* As noted in Section 27, the Representative Member shall provide written notice to a Member Community of funding reductions, violation of any provisions of this agreement, or applicable HUD regulations. The notice shall set forth a description of the cause and/or violation, the steps which shall be taken to cure the cause and/or violation and a reasonable time established by mutual consent of the parties within which to effect the cure. However, if the parties are unable to agree to a deadline for full compliance, the Representative Member shall establish said deadline. The Representative Member may extend the time for cure if the Member proves its failure to cure was for circumstances beyond its control.

- *Disputing a Violation.* If the Member and Representative Member disagree as to whether cause and/or a violation has occurred, either may request HUD's determination of whether a violation exists. The Member Community disputing the Representative Member's finding may spend the subject funds, subject to repayment, unless the Representative Member chooses to withhold the funds.

- *Legal Recourse.* If any Member, including the Representative Member acting in its Member capacity, fails to comply with this Agreement and/or any of the aforementioned causes, the Representative Member or any other Member Community may take any steps necessary to fulfill its obligations to HUD and under this Agreement, including but not limited to legal action.

- *Indemnification for Violations.* Each Member Community shall hold harmless and defend the Representative Member, the Consortium and the other Member Communities from and against all claims for repayment of HOME Project funds attributable to such Member Community's failure to comply with applicable HUD regulations, this Agreement, or any Annual Action Plan or the Comprehensive Checklist, and from penalties, costs and attorneys' fees related to such failure.

30. BONUS PROHIBITED. It is agreed that the Member Community and Subrecipient will not pay bonus, commission or fee for the purpose of obtaining a CITY award of the HOME funds or approval of the Project financed with HOME funds. The Member Community is prohibited from charging servicing, origination and/or other fees for the costs of administering the HOME Program, except as permitted by 24 CFR Part 92.214 (b) (1).

31. OTHER PROVISIONS. In accordance with 2 CFR 200.300, the Member Community is responsible for complying with all requirements of the Federal award including the

provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

All other provisions, if any, are set forth within the following schedules attached hereto and made a part hereof as listed below under "Attachments."

ATTACHMENTS. Attached hereto are the following schedules which are incorporated into this Agreement and made a part hereof:

Schedule A –Funding Amount and Project Budgets
Schedule B – HOME Projects
Schedule C – Work Program and Schedule
Schedule D – Release and Processing of HOME Funds
Schedule E – Financial Management
Schedule F – Insurance
Schedule G – Certificate of Execution and Chief Executive Certification
Schedule H- Forms

- Fair Housing and Equal Opportunity Report
- Part 200 Subpart F Single Audit Certification
- FFATA Form (for contracts over $30,000)
- WestMetro HOME Consortium Requisition Form
- Amendment to Annual Action Plan(s)
- FY20 HOME Income Limits
- FY20 HOME Rents
- 2018 Maximum HOME per unit Subsidy Amounts and Basic Statutory Mortgage Limits for Multifamily Housing Programs
- WestMetro HOME Consortium Construction Standards
- WestMetro HOME Consortium Program Administrative Guidelines

SIGNATORIES

IN WITNESS WHEREOF, the parties hereto have made this Agreement in triplicate as of the day first written above and made binding upon signature by Her Honor, the Mayor of the City of Newton, Middlesex County, Massachusetts.

MEMBER COMMUNITY/SUBRECIPIENT DESIGNEE

BY: _____

Name / Title Date

Approved as to form only, not substance (optional):

_____

, Legal Counsel

CITY OF NEWTON – DEPARTMENT OF PLANNING AND DEVELOPMENT

BY: _____

Director of Planning and Development

I certify that federal HOME funds are available for this Agreement for Project # HM20-11A in the amount of $3,805.00 within Account # 16002020 571500, and Project #HM20-11B in the amount of $44,080.00 within Account #16002020 579700, per HUD Letter of Credit No. 8600B030, Grant No. M19-DC250213 in the Amount of $1,431,246.00.

BY:_____

Comptroller of Accounts

Approved as to legal form and character:

BY:_____

Assistant City Solicitor

Contract Approved

BY:_____

Mayor / Date

SCHEDULE A

FUNDING AMOUNT AND PROJECT BUDGET(S)

1. **AMOUNT OF FUNDS.** The CITY hereby agrees to provide HOME Program funds to **the Town of Natick** (the Member Community) in the amount of **Forty-Seven Thousand, Eight Hundred and Eight-Five Dollars ($47,885.00)** said amount to be subject to the terms of this Agreement and as set forth within Schedule A herein.

2. **PROJECT BUDGET.**
   a. While it is understood that the overall program budget for the subject program may be derived from a variety of funding sources assembled by the Member Community, the CITY and the Member Community agree that the HOME Program Project budget shall consist of and be limited to the following object(s) of expenditure:

ITEMS	BUDGET
Tenant-Based Rental Assistance (See description in Schedule B)	$44,080.00
Natick HOME Administration	$ 3,805.00
TOTAL FUNDS	**$47,885.00**

   b. The Member Community agrees to maintain the financial and program documentation in project files as shall clearly establish the relationship of the HOME Program portion of the overall Project budget and low- and moderate-income persons benefiting from program services consistent with the requirements as stated in **Schedule B, HOME Project**, Paragraph 4 herein.

3. **MATCHING FUNDS.** Each Member Community must make contributions to housing that qualifies as affordable housing under the HOME program, throughout a fiscal year. The contributions must total not less than 25 percent of the funds drawn from the Consortium's HOME Investment Trust Fund Treasury account, as established by the Representative Member, in that fiscal year. The Member Community agrees to adhere to the HOME Program matching requirements as set forth in 92.218 – 92.222.

   a. **Match Liability**. Any Member Community that is not able to obtain sufficient match for its Projects or to reach agreement with another Member(s) to transfer all or a portion of that Member Community's match credit, may lose an amount in the next funding year equal to the amount, if any, lost to the Consortium. These funds may be reallocated by the Consortium Council. If, however, the Consortium Council determines that the loss of funds was not the fault of the Member Community, the Council may waive recapture.

   b. **Match Tracking**. The CITY must maintain accurate and timely tracking systems to meet the Consortium's match obligations. In order to accomplish this, each Member Community must agree to document and report all incurred non-federal sources of match

utilized respective to ongoing HOME projects over the course of the fiscal year to ensure fulfillment of the match obligation.

4. **EXPENDITURES.** The Member Community agrees that expenditures under this HOME Project shall be limited to the provision of the activities as described within Schedule B, HOME Project herein, and shall meet the eligibility and cost allowability standards referenced within General Provisions, Paragraph 4, Financial and Management Standards.

5. **BUDGET CHANGES and SUBSTANTIAL AMENDMENTS.**
   a. Except for changes made in accordance with subsection (b) below, alterations in the approved use of budgeted funds shall be subject to prior review by the CITY.
   b. Funds may be shifted through Substantial Amendment procedures outlined in the WestMetro HOME Consortium Guidelines and Citizen Participation Plan and require prior approval of the CITY. Actions resulting in a change in the aforementioned Project(s) or the FY20 Annual Action Plan and/or exceeding twenty-five percent (25%) of the line item total from which the funds are being removed or to which the funds are being added require a Substantial Amendment.
   c. Upon identification of new projects and activities not previously identified in the FY20 Annual Action Plan, the Member Community agrees to review with the CITY to ensure eligibility, capacity and compliance.
   d. The Member Community is responsible for facilitating and obtaining all local legislative and executive approvals required for substantial amendments.
   e. The aforementioned terms apply to any Member Community in receipt of Consolidated Pool Funds without amending the agreement outlined herein.
   f. Any costs and expenses not covered by the project Budget, and hence not properly payable from HOME funds shall be borne entirely by the Member Community.

SCHEDULE B

HOME PROJECT(S)

1. **SCOPE OF SERVICES.** The services to be performed pursuant to this Agreement shall be those specified in the FY16-FY20 Consolidated Plan and FY20 Annual Action Plan as submitted by the Representative Member and approved by HUD as that Consolidated Plan now reads or as it may later be modified or amended in accordance with regulations promulgated by HUD.

2. **LOCATION.**

   Town of Natick
   Community & Economic Development Department
   13 East Central Street
   Natick, MA 01760

3. **PROGRAM DESCRIPTIONS.** The Member Community shall perform and carry out in a satisfactory and proper manner, the services described in the aforementioned Scope of Work and FY20 HOME Annual Action Plan, as determined reasonably and fairly by the CITY, and in compliance with the HOME Program Regulations 24 CFR 92.200-92.215, as applicable. Services consist of the provision of the following programs and activities:

   a. **Tenant-Based Rental Assistance:** Provide four (4) income-eligible renters with rent and/or security deposit assistance. HOME funds will be allocated to the Natick Service Council to allow their Financial Assistance Program to cover one-time rental costs for eligible families and individuals.

   b. **HOME Administration:** Funds will be used to support the administration of HOME programs and activities.

4. **LOW AND MODERATE-INCOME TARGETING.** The Member Community shall comply with HOME Program regulation 24 CFR 92.216-92.217 concerning income targeting and occupancy requirements for low and moderate-income housing.

   a. **Tenant-Based Rental Assistance/ Rental Units.** Not less than 90% of households receiving such assistance earn annual incomes at or below 60% of the Area Median Income (AMI), as determined by the U.S. Department of Housing and Urban Development at the time of occupancy or at the time finds are invested.
      i. The remainder of households receiving such assistance qualify as low-income families, earning at or below 80% of the AMI at the time of occupancy or at the time finds are invested.

   b. **Homeownership.** 100% of funds must be invested in dwelling units that are occupied by households qualifying as low-income families, earning at or below 80% of the AMI.

5. **PROGRAM GOALS AND PERFORMANCE.** The HOME Project(s) currently anticipates providing assistance to four (4) households/units *with TBRA assistance.*

The Member Community and Subrecipient must estimate the number of low-to-moderate income individuals, households and units to be assisted in accordance with the goal outcome indicators outlined in proposed substantial amendments and/or the FY20 (FFY19) Annual Action Plan, FY16-FY20 Consolidated Plan.

In addition, the Member Community and Subrecipient must summarize achievement of these numerical goals and describe the extent to which these outcomes and benchmarks are being realized through the Member Community's aforementioned activities as part of the Consolidated Annual Performance and Evaluation Report (CAPER), in conformance with 24 CFR 91.520. As part of the CAPER, Member Communities must on an annual basis report to the CITY a description of the resources made available, the investment of available resources, the geographic distribution and location(s) of investments, the families and persons assisted, actions taken to affirmatively further fair housing, and other actions as indicated in the Consolidated and Annual Action Plans.

The Member Community shall be responsible for ensuring that the program goals and performance are substantially met during the contract period in accordance with 2 CFR 200.301. The CITY shall utilize the information to evaluate the Member Community's performance in meeting its program goals and achieving its desired outcomes. If the CITY and/or HUD determines that the Member Community is not substantially meeting its program goals and/or is not working toward the desired program outcomes, the CITY will take such action as necessary to rectify the problem.

6. **PROPERTY STANDARDS and ACCESSIBILITY.** The Member Community must ensure that applicable projects meet the property, rehabilitation and accessibility standards in accordance with HOME Program regulations 24 CFR 92.251, WestMetro HOME Consortium Construction Guidelines, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (ADA) and the Fair Housing Act.

7. **QUALIFICATIONS AS AFFORDABLE HOUSING**
   a. **HOME Affordability.** The Member Community shall ensure that all assisted HOME Units must meet the occupancy and affordability requirements as set forth in HOME Program regulation 24 CFR 92.252 or 24 CFR 92.254 or as applicable.

   b. **Current Household Income Limits.** Assisted household income levels shall not exceed limits published by HUD and current at the time of initial marketing. The actual income limits are determined by HUD and published annually in the Federal Register.

   Current HOME Household Income Limits, effective June 28, 2019;

HOME Program Eligibility Limits

Number in *Household*	30% of AMI (Extremely Low)	50% of AMI (Very Low)	60% of AMI
1	$24,900	$41,500	$49,800

2	$28,450	$47,400	$56,880
3	$32,000	$53,350	$64,020
4	$35,550	$59,250	$71,100
5	$38,400	$64,000	$76,800
6	$41,250	$68,750	$82,500
7	$44,100	$73,500	$88,200
8 or more	$46,950	$78,250	$93,900

c. **HOME Rent Limits.** Rents for assisted HOME Units will be set at a level meeting all of the requirements under the HOME program regulation 24 CFR 92.252. The rents will not exceed the maximum HOME rent limits as determined by HUD. The CITY shall provide the MEMBER COMMUNITY an initial schedule of HOME rents. Subrecipients of the MEMBER COMMUNITY shall provide annual rents and occupancy status of the HOME Units to the Member Community to demonstrate compliance with 24 CFR 92.252. The MEMBER COMMUNITY must review the submitted rents for compliance and approve or disapprove them every year. The rents shall not exceed the maximum HOME rent limits as determined by HUD.

Current Maximum HOME Program Rent Limits (effective June 28, 2019) are:

Number of Bedrooms	Low HOME Rents	High HOME Maximum Rents
1 Bedroom:	$ 1,111	$1,425
2 Bedroom:	$ 1,333	$1,712
3 Bedroom:	$ 1,540	$1,970
4 Bedroom:	$ 1,718	$2,178

Tenant Based Rental Assistance. For communities operating a TBRA program, individual payment and rent standards must be established by individual Member Communities.

d. **Maximum Per Unit Subsidy Amount:** The most current subsidy levels to be used in any project shall be calculated at the time the CITY approves the final development pro forma, but in any event, not later than the date the Member Community requests set-up in IDIS. The proposed HOME funded subsidy levels shall not exceed limits published by HUD and shall be current at the time of set-up in IDIS. Use of HOME funds together with other Federal funds shall comply with HOME Program regulation 24 CFR 92.250(b) and the Consortium guidelines prohibiting excessive layering of Federal funds.

The current HUD limits, effective June 4, 2018, are:

Unit size	HUD limits
1 BR	$168,600
2 BR	$205,018
3 BR	$265,229
4 BR	$291,137

8. **ADMINISTRATIVE RESPONSIBILITIES.** As a member in the WestMetro HOME Consortium Council, each Member Community must assign a designee that participates regularly in Council activities, which includes, but is not limited to:
   a. Attending quarterly meetings of the Council;
   b. Responding and communicating within a timely fashion
   c. Providing information and assistance as is required for the preparation, completion and submission of the Consolidated Plan, Annual Action Plan and Consolidated Annual Performance and Evaluation Report (CAPER), and/or other plans and reports as needed, in accordance with 24 CFR 92.509;
   d. Obtaining all local legislative and executive approvals;

9. **SUBAWARDS.** Member Communities must manage all aspects of project and program implementation relative to the PROGRAM DESCRIPTIONS outlined in Paragraph 3, coordinating with the CITY as the Representative Member, and complying with all federal requirements, as applicable, including the following:

   a. Prior to the commitment and execution of agreement, the Member Community must ensure completion of the following HOME Program requirements in order to proceed with the encumbering of funds:

      i. **Project Scoping and Eligibility.** Completion of project scoping and eligibility analysis with the CITY using the Comprehensive Checklist;
         - Member Communities must complete and submit the Comprehensive Checklist, Project Set-Up Report and Budget Transfer Forms to the CITY.
         - A Project is defined as having a unique address in which rehabilitation and/or new construction can reasonably be expected to start within 12 months of the HOME Funding Agreement date; or if the Project consists of acquisition, the property title will be transferred to the Member Community or purchaser with six months of the agreement date; or if the Project consists of tenant-based rental assistance, the Member Community or subrecipient has entered into a rental assistance contract with the owner or the tenant in accordance with the provisions of HOME Program Regulation §92.209.

      ii. **Underwriting and Subsidy Layering.** Completion or coordination of underwriting and subsidy layering analysis; or market needs assessment, in accordance with 92.250(b);

      iii. **Environmental Review Record.** Completion of Environmental Review Records for review and approval by the CITY as the Representative Member and Responsible Entity. Once satisfactory, the CITY will work with the Member Community to coordinate the posting of notices, including but not limited to the Notice of Intent to Request a Release of Funds, Findings of No Significant Impact or Environmental Impact Statements with appropriate parties and stakeholders; upon conclusion of the notice period the City will submit to HUD the aforementioned notices and evidence of posting to HUD. The Release of Funds is contingent upon the satisfactory

completion of 24 CFR Part 35. Member Communities and Subrecipients are prohibited from engaging in any choice-limiting actions;

iv. **Labor Compliance.** Collection and maintenance of all required Davis Bacon Labor, M/WBE and Section 3 compliance materials in accordance with all applicable state and federal labor laws, including but not limited to the Davis/Bacon Act, 40 U.S.C. 27a-5 et seq., as applicable pursuant to HOME Program regulation 24 CFR 92.354. The Member Community must collect and review all Certified Payroll Reports, Statements of Compliance, Section 3 Plans and M/WBE documentation and work with contractors, developers and subrecipients to ensure compliance;
   - Davis-Bacon Labor Standards apply to any contract involving the construction of 12 or more HOME-assisted units. The Member Community shall require contracts for all types of work performed in connection with project funds that exceed $100,000 to adhere to the requirements of Section 3 as outlined in 24 CFR 135 and Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 17010.

v. **Contract Preparation.** Preparation and submission of draft subrecipient agreement for review and approval by the CITY
   - Member Communities may subaward and execute such agreement with applicable contractors, developers, CHDOs, subrecipients and proponents following approval of contract documents by CITY as the Representative Member.
   - Said agreement must include all applicable provisions described in HOME Program Regulation 92.504, or its successor, and 2 CFR part 200, subpart D.

vi. **Debarment.** Conduct Excluded Party/Debarment List Review of selected contractors, developers, CHDOs, subrecipients and proponents.

b. Project Management. The Member Community is responsible for project management and performing all tasks associated with monitoring the design, development, financing and occupancy of the HOME-Assisted project and fully complying with uniform administrative requirements as stated in HOME Program Regulation 92.505. Tasks include, but are not limited to:

i. **Contract Execution and Funding Instruments.** Submitting to the CITY an executed HOME funding agreement, as well as other applicable funding instruments, including the note, mortgage, and/or deed restriction or covenant running with the land, prior to the release of any HOME funds.

ii. **Project Budgets**. Establishing and maintaining project budgets, following Consortium budget amendment procedures (including required citizen participation procedures) for any changes;

iii. **Requisitions.** Approving all requisitions; and forwarding them to the CITY; the CITY shall draw, process and release HOME funds on behalf of the Member

Community to such designated subrecipient, contractor, vendor, or other recipient as mutually approved. Incomplete or non-conforming requisitions will be returned to the Member Community.

- The CITY reserves the right to modify disbursement procedures; considerations unique to specific projects, including but not limited to construction retainage, contingencies, and/or other aspects will be addressed on a case by case manner in conjunction with the Member Community.

iv. **Income Targeting.** Consistency with affordability and income-targeting requirements throughout duration of the agreement and affordability period thereafter; maintaining required project documentation;

v. **Affirmative Marketing/Occupancy.** Adopting and following affirmative marketing procedures in projects containing 5 or more HOME-Assisted units. The Member Community must ensure that tenant preferences are implemented in accordance with §92.351 and consistent with the WestMetro HOME Consortium Affirmative Marketing Plan methods, procedures and requirements.

c. Post-completion compliance and monitoring. HOME funds will be closed out in accordance with 2 CFR part 200. Close out of the project will occur when the Member Community determines that all applicable administrative actions and all required work pertaining to the HOME funds have been completed by the subrecipient.

i. **Final Reports.** Upon completion of each HOME-Assisted project, the Member Community shall submit a completed Comprehensive Checklist to the CITY no later than 90 calendar days after the end date of the period of performance; the Member must also submit all financial, performance, and other reports as required by the terms and conditions of the HOME Program. The Member Community may approve extensions in conjunction with the CITY when requested by the non-Federal entity.

ii. **Monitoring.** Each Member Community shall monitor its subrecipients in accordance with HOME program regulation 92.504(d) to ensure full compliance with all applicable requirements Furthermore, all monitoring shall be performed in accordance with applicable HUD monitoring guidelines and on forms agreed to by the City.

iii. **Affordability Requirements.** The Member Community shall require projects assisted with HOME funds to meet the affordability requirements of HOME Program Regulations 92.252 or 92.254, as applicable, and shall require repayment of the funds if the housing does not meet the affordability requirements for the specified time period.

iv. Notwithstanding the above, and in accordance with **The Consolidated and Further Continuing Appropriations Act of 2012 (P.L. 112-55)**, all Projects must have

satisfied and completed all contractual work, marketing and occupancy and close out procedures no later than four years from the Commitment of HOME funds, the date of which is determined by the signature of each party to the Member Community's Subrecipient Agreement, or by the date of a HUD-approved extension. If the Project is not completed within this timeframe, the Project will be considered "involuntarily terminated before completion" and the Member Community and Subrecipient shall repay to HUD all HOME funds invested in the Project.

SCHEDULE C

WORK PROGRAM AND SCHEDULE

1. **DURATION OF AGREEMENT AND TIME OF PERFORMANCE.**
   a. **Agreement Date.** This Agreement, made as of the date first written above, is binding upon signature by Her Honor, the Mayor of the City of Newton.

   b. **Performance Schedule.** The Member Community shall perform the services and program described in Schedule B, HOME Project, herein consistent with the following dates:

Program Commencement Date:	**July 1, 2019**
Obligation Date:	**July 23, 2019**
HOME Administration Expenditure Deadline:	**June 30, 2022**
Performance Completion Date/ Expenditure Deadline*:	**June 30, 2027**

   (Subject to provisions outlined in Part d of this section)

   c. **Project Completion:** Projects must have satisfied and completed all contractual work, marketing, occupancy and close out procedures no later than four years from the Commitment of HOME funds; the date of which is determined by the Member Community's Subrecipient Agreement pursuant to the Subaward(s), or the date of a HUD-approved extension. If the Project is not completed within this timeframe, the Project will be considered "involuntarily terminated before completion" and the Member Community shall repay to HUD all HOME funds invested in the Project.

   d. **Performance Completion Date/Expenditure Deadline*.** The time for performance under this Agreement shall be completed on **June 30, 2027,** unless amended consistent with General Provisions, Paragraph 27, Changes, or terminated consistent with General Provisions, Paragraph 8 and 9, Termination. Otherwise, all funding and program income associated with the contractual documents outlined herein must be completely expended within 8 years of the Obligation Date.

   e. However, obligations remain in effect during the period of affordability required by the Act under 24 CFR Part 92.252 or 92.254.

2. **HOLDBACK OF PAYMENTS TO MEMBER COMMUNITY.**
   a. The CITY reserves the right to hold payments in the event incomplete requisitions or reports are received or requisitions or reports are not submitted in a timely manner.
   b. The CITY will automatically retain a hold-back from the last requisition or a reasonable sum as determined by the CITY, until receipt and approval of close-out paperwork and requisite compliance reports from the Member Community.

3. **PROGRAM SCHEDULE.**
   a. The CITY reserves the right to relinquish the program allocation of the Member Community if it risks not spending its allocation within eight years of execution of this Agreement or not completing a project within four years from the commitment of funds to a project. Funds not expended, or Projects not completed within these respective timeframes will be considered "involuntarily terminated before completion" and the

Member Community shall repay to HUD all HOME funds associated to the project and/or the fiscal year allocation.

SCHEDULE D

RELEASE AND PROCESSING OF HOME FUNDS

1. **METHOD OF PAYMENT.** The CITY agrees to release the funds specified in Schedule A, Funding Amount and Project Budget herein, on a "pay as you go" or reimbursement basis consistent with the procedure outlined herein. The CITY will not advance funds to the Member Community under any circumstances. Note that the provisions of Schedule A as well as all other provisions of this Agreement must be satisfied prior to release of funds.

   The CITY shall reimburse all allowable, eligible costs incurred during the period of performance as established in Schedule C (2 CFR 200.309). Program income that has been credited to the applicable Member Community must be committed and expended before the Member Community and Subrecipient may request same-year Entitlement HOME funds from the City.

2. **REQUISITION.** Following initiation of the HOME Project, the Member Community shall prepare and submit regular requisitions to the CITY based upon program operational costs incurred by the Member Community or by such contractors and vendors as contracted by the Member Community for the implementation of the HOME Project. The Member Community understands and agrees that it may not requisition the CITY for any costs covered by or charged to any other funding source.

   The requisition should be sent by mail or email to:

   Rachel Powers, Community Development and HOME Program Manager
   Department of Planning and Development
   City of Newton
   1000 Commonwealth Avenue
   Newton, MA 02459
   rpowers@newtonma.gov

   Said requisition shall consist of the following:

   a. **Cover requisition letter/transmittal on Member Community stationery** signed by the member community which indicates the number of the requisition, identifies the HOME Project by name and by Agreement number, shows the remittance name and address, and indicates the amount(s) and type(s) of cost(s) incurred.
   b. **HOME Requisition Form** from Schedule H, Forms, herein shall accompany the requisition and shall indicate the budgeted amounts by object of expenditure consistent with Schedule A, Funding Amount and Project Budget, and shall indicate the actual expenditures for the period of the requisition and current budget balances. This report shall be signed by the Member Community.
   c. **Supporting Documentation** shall accompany the requisition and shall include copies of: invoices (paid), receipts, and countersigned time sheets (time sheets prepared and signed by individual staff which have been reviewed, authorized and countersigned by program or agency management), and other source documentation as may be required of the Member Community by the CITY to document the amount requisitioned for payment

or reimbursement. Each piece of documentation should have a signature authorizing the expenditure.

3. **REVIEW AND RELEASE.**
   a. **Standard Processing.** The CITY shall review each requisition and process same for payment through the City's accounts payable system. It is understood that, subject to the timely receipt of proper requisitions in compliance with this Agreement, and no other circumstances intervening, the CITY agrees to release payment within approximately 21 days. The Member Community understands that submission of incomplete or erroneous requisitions may result in delay of payment.
   b. **IDIS Data Entry and Draws.** The CITY as Representative Member will process all draw downs following processing of payments and requisitions through CITY payment processing. IDIS data entry input is also performed by CITY following collection of information received from Member Community.

4. **ERRONEOUS AND/OR IRREGULAR REQUISITIONS.**
   a. **Erroneous Requisitions.** The Member Community understands that improperly prepared requisitions will not be processed and will be returned. Reimbursement will be held pending receipt of accurate information together with such source documentation as required. Upon receipt of three improperly prepared requisitions, field audit procedures may be initiated to evaluate financial management, control and record keeping procedures utilized by the Member Community.

5. **FINAL PAYMENT.** The CITY reserves the right to hold release of final payment pending satisfaction by the Member Community of all terms, requirements, and documentation of this Agreement.

SCHEDULE E

FINANCIAL MANAGEMENT

GENERAL. The Member Community shall ensure compliance with the provisions herein referenced and/or stated in the implementation of the HOME Project, as applicable.

1. **FINANCIAL MANAGEMENT.**
   a. **Accounting Standards.** The Member Community agrees to comply with 2 CFR Part 200, Subpart E, Cost Principles and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
   b. **Cost Principles.** The Member Community shall administer the HOME Project in conformance with 2 CFR Part 200 and 24 CFR 92.505, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", in particular Subpart E, Cost Principles. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Guidance for indirect cost identification for non-profits can be found in Appendix IV to 2 CFR Part 200.

2. **DOCUMENTATION AND RECORD-KEEPING.**
   a. **Records to be Maintained.** The Member Community shall maintain all records required by the HOME Program regulations specified in HOME Program Regulation 92.508 and in accordance with 2 CFR 200.302 that are pertinent to the HOME Project funded under this Agreement.
   b. **Records Retention.** The Member Community shall retain all records pertinent to expenditures incurred under this contract, in accordance with 24 CFR 92.508(c) for a minimum of five-years following the termination of the affordability period, written agreement or receipt of acquisition, rental and/or relocation assistance.

3. **PROGRAM INCOME.** HOME Program Income is the income generated directly by the investment of HOME funds (e.g., interest and principal on loans made by a Member with HOME funds). Program Income must be submitted to the Consortium for processing and will be credited to the Member Community for use on future HOME eligible activities. The Member Community shall report in a timely manner all program income, as defined at HOME Program regulation at 24 CFR 92.503(a). Program income may be generated by activities carried out with HOME funds made available under this contract. The use of program income by the Member Community shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307 as well as Section C Financial Administration of the WestMetro HOME Consortium Program Administration Guidelines. Program income is not subject to the 12- month exclusive use period however, program income funds may voluntarily be transferred to the Consolidated Funds Pool.

4. **AUDIT REPORTS AND FINANCIAL STATEMENTS.** Audit reports and/or financial statements shall clearly identify HOME receipts and expenditures separate from other funding sources.
   a. 2 CFR 200.501 requires that any non-federal entity expending federal funds in excess of $750,000 in a year shall have a single audit performed not less frequently than annually. A copy of this audit shall be submitted to the CITY and to the HUD Office of the

Inspector General. The audit must be prepared in accordance with 2 CFR 200.501 through 200.512 and clearly identify HOME receipts and expenditures.

5. **DIVERSION OF FUNDS PROHIBITED.** The Member Community shall under no circumstances rebate, divert, or redirect funds received to any other activity (ies) or cost(s). Any such rebate, diversion, or redirection of funds from the approved activity(ies) and cost(s) as described in Schedule A, Funding Amount and Project Budget and Schedule B HOME Project herein, shall be a violation of this Agreement and subject to legal and disciplinary proceedings pursuant to General Provisions, Paragraph 8 and 11, herein.

6. **PROCUREMENT STANDARDS.**
   a. **Procurement.** The Member Community agrees to fully comply with applicable requirements as referenced in 2 CFR 200.318 through 200.326 for nonprofit subrecipients. The CITY shall review each HOME funded procurement and all proposed contracts of the Member Community, the organization, its agents, representatives and employees or designees. Said contracts shall be maintained in the Member Community's files for review. HOME Program regulation 24 CFR 570.609 prohibits the use of debarred firms and requires certain certifications for covered subrecipient transactions consistent with 24 CFR 24, Appendix B. No funds may be released for contracts which have not been procured in accordance with these requirements. Refer to 24 CFR 570 and Section 3 of the Housing and Urban Development Act of 1968 for required compliance with local entrepreneurship and employment provisions.
   b. **Purchase of Recycled Materials.** The Member Community shall comply with the Resource Conservation and Recovery Act, Section 6002 in the design of projects and use of designated recycled items, to the extent applicable.

SCHEDULE F

INSURANCE

Each Member Community shall require that all owners, contractors, and subgrantees of HOME assisted Projects shall, at all times, maintain certain types of insurance coverage consistent with the character of the Project and shall ensure compliance with the following as applicable. **(See also Section 12 (P) of the MCA)**

(1) Certificate of Insurance. At time of closing of a grant or loan providing assistance, each Member Community shall get a certificate of insurance covering the assisted premises. Said certificate shall provide coverages of the types and amounts stated in subparagraphs (a) and (b) below. The insurance provided shall be maintained during the note, mortgage or the affordability period, whichever is longer.

(a) The certificate of insurance shall provide, at a minimum, comprehensive general liability insurance and property insurance with an arrangement of coverage specifying the premises. The certificate shall name the Member Community as loss payee. Any changes from the standard required coverages and amounts as stated below shall be mutually agreed to in advance and in writing by the Member Community and the CITY.

(b) Minimum Requirements. Typically, the following coverage will be required at the minimum amounts indicated:

Property Insurance:	*Minimum Amount* = 80% of market replacement value or amount of HOME funds invested and all senior indebtedness, whichever is greater.
Liability Insurance:	*Minimum Amount* = HOME funds and all senior indebtedness

(2) Flood insurance. All HOME Projects are subject to the Federal Flood Disaster Protection Act and associated regulations. Each Member Community shall ensure compliance with the applicable requirements, including ensuring the provision of flood insurance protection coverage. At time of closing of a grant or loan providing assistance, each Member Community shall obtain a certificate of insurance covering the assisted premises. Said certificate shall provide the following minimum coverage:

Minimum Amount = HOME funds and all senior indebtedness.

(3) Construction insurance. Before the start of work on any HOME site, each Member Community shall get a certificate of insurance covering the work to be performed. Said certificate shall provide coverages for premises, operations, contractual liability, completed operations, automobile liability, employers liability, workers' compensation and professional liability (where applicable) and shall name the Member Community as additional insured. Minimum amounts are stated in (a) and (b) below. The insurance shall be maintained for the duration of the work to be performed.

(a) Minimum Requirements. Typically, the following coverages will be required at the minimum amounts indicated:

Workmens' Compensation:	Statutory coverage
Employer's Liability:	$100,000 Coverage B
Comprehensive General Liability:	$300,000 each occurrence
Bodily Injury:	$500,000 each occurrence
Property Damage:	$100,000 each occurrence $300,000 aggregate

(b) Automobile Liability (case by case basis, subject to determination by Member Community and CITY) for owned and non-owned vehicles:

Property Damage:	$100,000 each occurrence $100,000 aggregate
Bodily injury	$250,000 each occurrence $500,000 aggregate

SCHEDULE G

CERTIFICATE OF EXECUTION

IN WITNESS WHEREOF the parties hereto have executed this Agreement in 13 counterparts, as of the date first written above.

_____
, Mayor, Town Manager, Board of Selectmen or applicable

APPROVED AS TO LEGAL FORM ONLY, NOT SUBSTANCE:

_____
, Legal Counsel
City of

CHIEF EXECUTIVE CERTIFICATION

This is to certify that _____ is the duly elected

_____ for the Town/City of , Massachusetts.

_____ _____
City/Clerk Date

SCHEDULE H

FORMS

Must be returned with signed contracts

- Fair Housing and Equal Opportunity Report
- Part 200 Subpart F Single Audit Certification
- FFATA Form (for contracts over $30,000)

Must be completed and returned during program year

- WestMetro HOME Consortium Requisition Form (submitted with invoices)
- Amendment to Annual Action Plan (Substantial Amendment Form)

For your reference

- FY20 HOME Eligibility Income Limits
- WestMetro HOME Consortium Construction Standards
- FY20 HOME Rents
- 2018 Maximum HOME per unit Subsidy Amount Limits
- WestMetro HOME Consortium Program Administrative Guidelines

Bedford
Belmont
Brookline
Concord
Framingham
Lexington

WESTMETRO HOME CONSORTIUM

City of Newton, Representative Member
1000 Commonwealth Avenue
Newton, MA 02459-1449
(617) 796-1156

Natick
Needham
Newton
Sudbury
Waltham
Watertown
Wayland

Fair Housing and Equal Opportunity Report

City of Newton, Massachusetts
Subrecipient Documentation of Compliance with HUD Regulation
24 CFR 92.508 (a)(7)

Name of Organization:	
Total Number of Employees as of July 1, 2019	
White (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.	
Black (not or Hispanic origin): All persons having origins in any of the Black racial groups of Africa.	
Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.	
Asian or Pacific Islander: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.	
American Indian or Alaskan Native: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.	

_____ I have attached a copy of my organization's equal opportunity policy, and/or document any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex, or handicap in operating programs funded in whole or in part by CDBG/HOME/ESG funding.:

_____

Signature, Authorized Official **Date**

WestMetro HOME Consortium Administrator
1000 Commonwealth Avenue, Newton, Massachusetts 02459-1400
Telephone (617) 796-1120 Telefax (617) 796-1142 TDD/TTY (617) 796-1089
www.newtonma.gov

2 CFR Part 200 Subpart F Single Audit Certification

2 CFR 200.501 requires that any non-federal entity expending federal funds in excess of $750,000 a fiscal year shall have a single audit performed at least annually. The $750,000 limit includes all federal funding sources, not exclusively HOME funds. A copy of this audit shall be submitted to the CITY and to the HUD Office of the Inspector General. The audit shall be prepared in accordance with 2 CFR 200.501 through 200.512 and clearly identify HOME receipts and expenditures.

Member Community : _____

I certify that the Member Community listed above:

☐ Has not expended $750,000 or more in federal funds in the prior fiscal year.

☐ Has expended $750,000 or more in federal funds in the prior fiscal year.

☐ The 2 CFR Part 200 audit has been completed for the prior year and is attached to the contract. (One copy only.)

☐ The 2 CFR Part 200 single audit has not been completed and the Member Community will forward a copy to the City of Newton upon completion.

_____

Signature Title Date

ATTACHMENT F
FFATA REPORT

The Federal Funding Accountability and Transparency Act (FFATA) was signed into law on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website.

A. SUB-RECIPIENT/CONTRACTOR INFORMATION

Name of HOME Sub-recipient or Contractor:_____

Name of Project/Activity: _____

Data Universal Number System (DUNS) Number: _____

A DUNS number is a unique nine-character identification number provided by the commercial company Dun & Bradstreet (D&B). If your business/organization does not already have a DUNS number, the process to request a DUNS number takes about 10 minutes and is free of charge. Call D&B at 866-705-5711 or for persons with a hearing impairment, the TTY number is 866-814-7818.

B. CERTIFICATION OF SUB-RECIPIENT/CONTRACTOR

Question 1(a): In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements; **and** (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

YES____ NO____

Question 1(b): Does the public have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

YES____ NO____

If the answers to question #1(a) and #1(b) are both yes, proceed to question #2. If the answers to question #1(a) and #1(b) are no, proceed to Section C of this form.

Question 2: List the names and total compensation of the five most highly compensated officers of the entity:

OFFICER	NAME	COMPENSATION
OFFICER 1		
OFFICER 2		
OFFICER 3		
OFFICER 4		
OFFICER 5		

C. CERTIFICATION OF SUB-RECIPIENT/CONTRACTOR

Officer and representative of: _____
Name of sub-recipient or contractor

Address: _____

_____

Telephone Number: _____

On behalf of the Agency/Company, I hereby certify that the above information is true and accurate and is reported fully as required by the contract for this HOME assisted project. It is further understood that any payment from the WestMetro HOME Consortium for this project cannot be made until this report is submitted to the HOME Grantee.

_____
Name and Title of the Authorized Representative (print or type)

_____
Signature of Authorized Representative Date

WestMetro HOME Consortium

Requisition for HOME Funds

DATE: _____

Requisition # _____
IDIS # _____
Project # _____

TO: ***City of Newton, HOME Consortium Administrator***

FROM: _____

PROJECT: _____

Scheduled closing date *(if applicable)*: _____

We hereby request HOME funds in the amount of: _____

As required, source documentation is attached in the form of: _____

Please requisition the indicated amount from HUD and transmit to the designated payee(s) below:

Vendor Name: _____
Vendor Address: _____
_____
_____

If your project receives funds from several projects, please submit one requisition per project.

A Project Name *Project Number*	B Project Budget	C Prior Expenditures	D Prior Balance (B - C)	E **Requistion** **Amount**	F Expenditures to Date (C + E)	G Project Balance (D - E)
Name: Number:			$0.00		$0.00	$0.00

Match Amount - if required (25% of Expenditure): **$0.00**
Source of Match: _____

I hereby certify that the funds requisitioned herein **(i)** do not exceed the amount needed for the payment of eligible costs as required by HOME Program regulation 92.504; **(ii)** are for costs incurred or paid out during the effective period of the HOME Funding Agreement; and **(iii)** that matching requirements, if applicable, have been satisfied per regulations 92.218-.221.

Authorized Signature: _____ **Title:** _____

Administrative Use Only

(City/Town Letterhead)

To: WestMetro HOME Consortium Administrator

From: _____

Community: _____

Re: **Amendment to Annual Action Plan(s) – FY___**

Date: _____

This is to notify you that the City/Town of _____ has held a public hearing on (date) _____, in accordance with its Citizen Participation Plan, and that the Citizen Participation and Environmental Review processes have been completed on the following project(s).

- **New project or project to have funding increased**

  (Project Name) _____

  ◊ (Consortium Project Number) _____

  ◊ (Amount of funding to be added) $_____

- **Project to have funding decreased**

  (Project Name) _____

  ◊ (Consortium Project Number) _____

  ◊ (Amount of funding to be deducted) $_____

We are attaching Budget Amendment form(s) and IDIS Setup and/or Completion forms for these changes to this memo.

Please notify HUD of these changes to the WestMetro Consortium's FY___ Annual Action Plan.

Signed:

_____

Title Date

U.S. DEPARTMENT OF HUD
STATE: MASSACHUSETTS

	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
		---------- 2019 ADJUSTED HOME INCOME LIMITS ----------							
Barnstable Town, MA MSA									
	30% LIMITS	19250	22000	24750	27450	29650	31850	34050	36250
	VERY LOW INCOME	32050	36600	41200	45750	49450	53100	56750	60400
	60% LIMITS	38460	43920	49440	54900	59340	63720	68100	72480
	LOW INCOME	51250	58600	65900	73200	79100	84950	90800	96650
Boston-Cambridge-Quincy, MA-NH HUD Metro FM									
	30% LIMITS	24900	28450	32000	35550	38400	41250	44100	46950
	VERY LOW INCOME	41500	47400	53350	59250	64000	68750	73500	78250
	60% LIMITS	49800	56880	64020	71100	76800	82500	88200	93900
	LOW INCOME	62450	71400	80300	89200	96350	103500	110650	117750
Brockton, MA HUD Metro FMR Area									
	30% LIMITS	19450	22200	25000	27750	30000	32200	34450	36650
	VERY LOW INCOME	32400	37000	41650	46250	49950	53650	57350	61050
	60% LIMITS	38880	44400	49980	55500	59940	64380	68820	73260
	LOW INCOME	51800	59200	66600	74000	79950	85850	91800	97700
Lawrence, MA-NH HUD Metro FMR Area									
	30% LIMITS	21500	24550	27600	30650	33150	35600	38050	40500
	VERY LOW INCOME	35750	40850	45950	51050	55150	59250	63350	67400
	60% LIMITS	42900	49020	55140	61260	66180	71100	76020	80880
	LOW INCOME	52850	60400	67950	75500	81550	87600	93650	99700
Lowell, MA HUD Metro FMR Area									
	30% LIMITS	22650	25850	29100	32300	34900	37500	40100	42650
	VERY LOW INCOME	37700	43050	48450	53800	58150	62450	66750	71050
	60% LIMITS	45240	51660	58140	64560	69780	74940	80100	85260
	LOW INCOME	52850	60400	67950	75500	81550	87600	93650	99700
Pittsfield, MA HUD Metro FMR Area									
	30% LIMITS	18650	21300	23950	26600	28750	30900	33000	35150
	VERY LOW INCOME	31050	35500	39950	44350	47900	51450	55000	58550
	60% LIMITS	37260	42600	47940	53220	57480	61740	66000	70260
	LOW INCOME	49700	56800	63900	70950	76650	82350	88000	93700
Berkshire County, MA (part) HUD Metro FMR A									
	30% LIMITS	18650	21300	23950	26600	28750	30900	33000	35150
	VERY LOW INCOME	31050	35500	39950	44350	47900	51450	55000	58550
	60% LIMITS	37260	42600	47940	53220	57480	61740	66000	70260
	LOW INCOME	49700	56800	63900	70950	76650	82350	88000	93700

U.S. DEPARTMENT OF HUD
STATE:MASSACHUSETTS

	PROGRAM	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
		---------- 2019 HOME PROGRAM RENTS ----------						
Barnstable Town, MA MSA								
	LOW HOME RENT LIMIT	801	858	1030	1190	1327	1464	1601
	HIGH HOME RENT LIMIT	979	1108	1331	1529	1686	1842	1998
	For Information Only:							
	FAIR MARKET RENT	979	1152	1524	1931	2101	2416	2731
	50% RENT LIMIT	801	858	1030	1190	1327	1464	1601
	65% RENT LIMIT	1033	1108	1331	1529	1686	1842	1998
Boston-Cambridge-Quincy, MA-NH HUD Metro FM								
	LOW HOME RENT LIMIT	1037	1111	1333	1540	1718	1896	2073
	HIGH HOME RENT LIMIT	1329	1425	1712	1970	2178	2384	2591
	For Information Only:							
	FAIR MARKET RENT	1608	1801	2194	2749	2966	3411	3856
	50% RENT LIMIT	1037	1111	1333	1540	1718	1896	2073
	65% RENT LIMIT	1329	1425	1712	1970	2178	2384	2591
Brockton, MA HUD Metro FMR Area								
	LOW HOME RENT LIMIT	810	867	1041	1202	1341	1480	1618
	HIGH HOME RENT LIMIT	1027	1111	1336	1534	1691	1848	2005
	For Information Only:							
	FAIR MARKET RENT	1027	1136	1475	1853	2155	2478	2802
	50% RENT LIMIT	810	867	1041	1202	1341	1480	1618
	65% RENT LIMIT	1036	1111	1336	1534	1691	1848	2005
Lawrence, MA-NH HUD Metro FMR Area								
	LOW HOME RENT LIMIT	893	957	1148	1327	1481	1634	1786
	HIGH HOME RENT LIMIT	920	1057	1357	1692	1834	2042	2216
	For Information Only:							
	FAIR MARKET RENT	920	1057	1357	1700	1834	2109	2384
	50% RENT LIMIT	893	957	1148	1327	1481	1634	1786
	65% RENT LIMIT	1141	1224	1472	1692	1868	2042	2216
Lowell, MA HUD Metro FMR Area								
	LOW HOME RENT LIMIT	942	1009	1211	1399	1561	1722	1883
	HIGH HOME RENT LIMIT	1026	1179	1514	1785	1971	2157	2342
	For Information Only:							
	FAIR MARKET RENT	1026	1179	1514	1897	2047	2354	2661
	50% RENT LIMIT	942	1009	1211	1399	1561	1722	1883
	65% RENT LIMIT	1205	1293	1553	1785	1971	2157	2342
Pittsfield, MA HUD Metro FMR Area								
	LOW HOME RENT LIMIT	708	831	998	1153	1286	1419	1552
	HIGH HOME RENT LIMIT	708	843	1048	1342	1463	1682	1902
	For Information Only:							
	FAIR MARKET RENT	708	843	1048	1342	1463	1682	1902
	50% RENT LIMIT	776	831	998	1153	1286	1419	1552
	65% RENT LIMIT	1016	1090	1309	1504	1659	1811	1964

For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

EFFECTIVE DATE: JUNE 28, 2019

U.S. Department of Housing and Urban Development

MASSACHUSETTS STATE OFFICE, NEW ENGLAND AREA
Office of Community Planning and Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street - Fifth Floor
Boston, Massachusetts 02222-1092

Fax (617) 565-5442

August 2, 2018

MEMORANDUM FOR: HOME Participating Jurisdictions

FROM: Robert D. Shumeyko, Director
Office of Community Planning and Development

8/2/18

SUBJECT: 2018 Maximum HOME Per-Unit Subsidy Amounts

Starting in 2013, Section 221(d)(3) program limits were no longer calculated and published by HUD due to the elimination of the 221(d)(3) Mortgage Program. The HOME statute and the HOME regulation at 24 CFR 92.250(a) limit the amount of HOME funds that a PJ may invest in a HOME-assisted unit. Until a new rule can be published for effect, HUD is adopting an interim policy directing PJs to use the Section 234-Condominium Housing basis mortgage limit for elevator-type projects as an alternative to the Section 221(d)(3) limits in order to determine the maximum amount of HOME funds a PJ may invest on a per-unit basis in HOME-assisted housing projects.

Below are the 2018 maximum HOME per unit subsidy limits for Maine, Vermont, New Hampshire, Massachusetts and Rhode Island based on the Section 234-Condominium Housing basis mortgage limit for elevator-type projects. These limits were effective as of **June 4, 2018**.

Bedrooms	HOME Maximum Per-Unit Subsidy
0	$147,074
1	$168,600
2	$205,018
3	$265,229
4+	$291,137

Please note that the above amounts have been adjusted to the maximum 240 percent that is allowed under the HOME Program on a program-wide basis, therefore, your jurisdiction may not request an increase in the subsidy limits.

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. FR–6103–N–01]

Annual Indexing of Basic Statutory Mortgage Limits for Multifamily Housing Programs

AGENCY: Office of the Assistant Secretary for Housing—Federal Housing Commissioner, HUD.

ACTION: Notice.

SUMMARY: In accordance with the National Housing Act, HUD has adjusted the Basic Statutory Mortgage Limits for Multifamily Housing Programs for Calendar Year 2018.

DATES: January 1, 2018.

FOR FURTHER INFORMATION CONTACT: Patricia M. Burke, Acting Director, Office of Multifamily Development, Department of Housing and Urban Development, 451 Seventh Street SW, Washington, DC 20410–8000, telephone (202) 402–5693 (this is not a toll-free number). Hearing or speech-impaired individuals may access this number through TTY by calling the toll-free Federal Relay Service at (800) 877–8339.

SUPPLEMENTARY INFORMATION: The FHA Down Payment Simplification Act of 2002 (Pub. L. 107–326, approved December 4, 2002) amended the National Housing Act by adding a new Section 206A (12 U.S.C. 1712a). Under Section 206A, the following are affected:

I. Section 207(c)(3)(A) (12 U.S.C. 1713(c)(3)(A));

II. Section 213(b)(2)(A) (12 U.S.C. 1715e(b)(2)(A));

III. Section 220(d)(3)(B)(iii)(I) (12 U.S.C. 1715k(d)(3)(B)(iii)(I));

IV. Section 221(d)(4)(ii)(I) (12 U.S.C. 1715l(d)(4)(ii)(I));

V. Section 231(c)(2)(A) (12 U.S.C. 1715v(c)(2)(A)); and

VI. Section 234(e)(3)(A) (12 U.S.C. 1715y(e)(3)(A)).

The Dollar Amounts in these sections are the base per unit statutory limits for FHA's multifamily mortgage programs collectively referred to as the 'Dollar Amounts.' They are adjusted annually (commencing in 2004) on the effective date of the Consumer Financial Protection Bureau's (CFPB's) adjustment of the $400 figure in the Home Ownership and Equity Protection Act of 1994 (HOEPA) (Pub. L. 103–325, approved September 23, 1994). The adjustment of the Dollar Amounts shall be calculated using the percentage change in the Consumer Price Index for All Urban Consumers (CPI–U) as applied by the CFPB for purposes of the above-described HOEPA adjustment.

The percentage change in the CPI–U used for the HOEPA adjustment is 2.1 percent and the effective date of the HOEPA adjustment is January 1, 2018. The Dollar Amounts under Section 206A have been adjusted correspondingly and have an effective date of January 1, 2018.

The adjusted Dollar Amounts for Calendar Year 2018 are shown below:

Basic Statutory Mortgage Limits for Calendar Year 2018

Multifamily Loan Program

Section 207—Multifamily Housing

Section 207 Pursuant to Section 223(F)—Purchase or Refinance Housing

SECTION 220—HOUSING IN URBAN RENEWAL AREAS

Bedrooms	Non-elevator	Elevator
0	$52,658	$61,421
1	58,332	68,056
2	69,677	83,450
3	85,882	104,517
4+	97,227	118,179

SECTION 213—COOPERATIVES

Bedrooms	Non-elevator	Elevator
0	$57,067	$60,764
1	65,800	68,843
2	79,357	83,714
3	101,578	108,300
4+	113,164	118,883

SECTION 234—CONDOMINIUM HOUSING

Bedrooms	Non-elevator	Elevator
0	$58,232	$61,281
1	67,143	70,250
2	80,976	85,424
3	103,652	110,512
4+	115,473	121,307

SECTION 221(D)(4)—MODERATE INCOME HOUSING

Bedrooms	Non-elevator	Elevator
0	$52,405	$56,609
1	59,489	64,896
2	71,908	78,914
3	90,256	102,087
4+	101,987	112,062

SECTION 231—HOUSING FOR THE ELDERLY

Bedrooms	Non-elevator	Elevator
0	$49,824	$56,609
1	55,700	64,896
2	66,515	78,914
3	80,047	102,087

SECTION 231—HOUSING FOR THE ELDERLY—Continued

Bedrooms	Non-elevator	Elevator
4+	94,108	112,062

Section 207—Manufactured Home Parks per Space—$24,175

Per Unit Limit for Substantial Rehabilitation for Calendar Year 2018

The 2016 Multifamily Accelerated Processing (MAP) Guide established a base amount of $15,000 per unit to define substantial rehabilitation for FHA insured loan programs. Section 5.1.D.2 of the MAP guide requires that this base amount be adjusted periodically based on the percentage change published by the CFPB or other inflation cost index published by HUD. Applying the HOEPA adjustment the base amount, the 2018 base amount per dwelling unit to determine substantial rehabilitation for FHA insured loan programs is $15,636.

Environmental Impact

This issuance establishes mortgage and cost limits that do not constitute a development decision affecting the physical condition of specific project areas or building sites. Accordingly, under 24 CFR 50.19(c)(6), this notice is categorically excluded from environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321).

Dated: May 25, 2018.

Dana T. Wade,

General Deputy Assistant Secretary for Housing.

[FR Doc. 2018–11854 Filed 6–1–18; 8:45 am]

BILLING CODE 4210–67–P

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. FR–7001–N–26]

30-Day Notice of Proposed Information Collection: CDBG Urban County Qualification/New York Towns Qualification/Requalification Process

AGENCY: Office of the Chief Information Officer, HUD.

ACTION: Notice.

SUMMARY: HUD is seeking approval from the Office of Management and Budget (OMB) for the information collection described below. In accordance with the Paperwork Reduction Act, HUD is requesting comment from all interested parties on the proposed collection of information. The purpose of this notice

WESTMETRO HOME CONSORTIUM CONSTRUCTION STANDARDS

UPDATED MARCH 5, 2019

In accordance with the 2013 HOME Final Rule, 24 CFR 92.251, Uniform Property Condition Standards (UPCS) addressing Methods and Materials have been incorporated into the WestMetro HOME Consortium Rehabilitation Standards as required by the U.S. Department of Housing and Urban Development. These standards, in addition to all local codes, ordinances and zoning requirements, will apply to HOME Investment Partnerships Program-funded development and rehabilitation projects committed after January 24, 2015 and ensure upon completion that assisted projects will decent, safe, sanitary and in good repair. All project sponsors seeking HOME assistance must conform to the standards outlined herein.

I. General Policy for Property Standard Inspections

1. ***Inspection Procedures.*** Each Member Community is responsible for using the appropriate HUD- issued inspection checklist as a tool to inspect the appropriate items and areas. Inspections may be carried out by certified or licensed professionals, including but not limited to in-house staff, qualified professional(s) from the development team or third-party consultants independent of the developer, owner or sponsor of the housing receiving HOME funds. Consideration should be given to the project size, complexity and developer capacity. Member Communities wishing to train and certify inspectors may do so using its HOME Administrative or other funding. Appropriate certifications must be kept on file or the inspection will be void.

2. ***On-Site Inspections.*** The Member Community is responsible for inspecting each HOME Project at the time of completion to ensure that the work is completed in accordance with applicable codes, standards, contract and construction documentation. The property must meet these criteria at close-out and during the HOME period of affordability. The Consortium Administrator provides notification of on-going inspections during the HOME monitoring period.

    a. **Frequency of Inspections.** For *rental projects*, the first on-site ongoing inspections must occur within 12 months following project completion, and an inspection must be conducted at least once every three years thereafter. For *homeownership projects*, the unit(s) must be inspected and confirmed to meet property standards at the time of acquisition or be inspected within 12 months following project completion.

    b. **Sample Sizes.**
        - 100% of the HOME rental units must be inspected for projects consisting of 1 to 4

units.

- For projects with more than four HOME-assisted rental units, at least 20% of the HOME- assisted units in each building, but not fewer than four units in each project and one HOME-assisted unit in each building.

c. **Follow up to Address Deficiencies.** A follow up inspection is required within 12 months of the violation for non-health and safety deficiencies. For non-health and safety deficiencies, the Member Community may choose to conduct an on-site inspection or accept third party documentation (such as a paid invoice for work completed). Health and Safety violations must be corrected immediately. Member Communities may rely on the procedures specified in the "Opportunity to Cure" section in each project's executed HOME Funding Agreement.

d. **Annual Certification.** During yearly rent approval, property owners must certify to the Member Community that the building(s) and all HOME-assisted units in the project are suitable for occupancy.

II. Property Standards for New Construction Projects

1. ***Minimum Standards.*** All HOME-assisted projects must meet all Massachusetts State Building, local codes, ordinances, sanitary, and zoning requirements pursuant to 24 CFR 92.251. Additionally, consistent with UPCS guidance, projects must comply with the rehabilitation standards in Section III, Part 15 outline applicable methods and materials and construction requirements.

2. ***Accessibility.*** Proposed projects must meet accessibility requirements as applicable in 24 Part 8, which implements Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the Americans with Disabilities Act. (as implemented at 28 CFR Parts 35 and 36). Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act. Rehabilitation may include improvements that are not required by regulation or statute that permit use by a person with disabilities. In addition, sponsors must conform to any and all applicable Massachusetts laws and regulations regarding accessibility, including, in renovation projects, obtaining all necessary variances from the Massachusetts Architectural Access Board.

3. ***Disaster Mitigation.*** The housing, where relevant, must include Disaster Mitigation Standards consistent with State and local requirements to mitigate the impact of potential standards (24 CFR 92.251(a)(2)).

4. ***Project Oversight.*** The Member Community must review and approve written cost estimates, construction contracts, and construction documents and conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, contract, and construction documents. The Member Community is responsible for

documenting these inspections. Inspections may be carried out by certified or licensed professionals, including but not limited to in-house staff, qualified professional from the development team or third-party consultants independent of the developer, owner or sponsor of the housing receiving HOME funds. Consideration should be given to the project size, complexity and developer capacity.

5. ***Broadband Infrastructure***. New construction housing projects containing more than 4 rental units must include the installation broadband infrastructure, as defined in 24 CFR 5.100, except where the participating jurisdiction determines and, in accordance with §92.508(a)(3)(iv), documents the determination that:
   (A) The location of the new construction makes installation of broadband infrastructure infeasible; or
   (B) The cost of installing the infrastructure would result in a fundamental alteration in the nature of its program or activity or in an undue financial burden.

III. Property Standards for Rehabilitation Projects

1. **Minimum Standards.** All HOME-assisted projects must meet all Massachusetts State Building, local codes, ordinances, sanitary, and zoning requirements pursuant to 24 CFR 92.251. Additionally, consistent with UPCS guidance and as such, the following standards, methods and materials outline rehabilitation requirements.

2. ***Health & Safety.*** Each sponsor of an occupied project must provide a narrative describing the existing condition of the property, identifying any life-threatening deficiencies and a plan for addressing such deficiencies prior to commencement of renovation activities. The sponsor must describe how residents who will remain in structures under renovation will be assured of safe egress, protection from fire hazards, noxious fumes, exposure to hazardous materials, and loss of security for themselves and their possessions.

   Certain health and safety issues must be addressed immediately when a unit is already occupied. These items include:
   - Air Quality – Propane/Natural Gas/Methane Gas Detected
   - Blocked Egress/Ladders
   - Carbon Monoxide/ Smoke Detector – Missing/Inoperative
   - Electrical Hazards – Exposed Wires/Open Panels
   - Electrical Hazards – Water Leaks on/near Electrical Equipment
   - Emergency Fire Exits – Emergency/Fire Exits Blocked/Unusable
   - Leaking smoke pipes on all gas or oil fired appliances and/or heating units
   - Missing Outlet Covers
   - Missing/Damaged/Expired Extinguishers
   - Misaligned/Leaking Chimney and/or Ventilation Systems
   - Open Waste Lines
   - Outlets/Switches/Cover Plates – Missing/Broken

- Windows – Security Bars Prevent Egress

3. ***Major Systems.*** Major Systems are the following:
   - Structural support
   - Roofing/siding/cladding/weather proofing
   - Windows/doors
   - Plumbing/electrical
   - Heating/ventilation/air conditioning
   - Chimneys
   - Decks and Stair systems

4. ***Useful Life of Major Systems.*** In housing with 26 or more units, an estimate of all Major Systems, as outlined above and defined by HUD, appliances and other components of the proposed project, including fire suppression and/or detection, security, tel/data, stormwater management systems, basic livability requirements mandated by the Massachusetts State Sanitary Code, and requirements of the Massachusetts Architectural Access Board and applicable Federal accessibility standards, must be completed by a capital needs assessment conducted by a third-party hired by the owner, developer or the Member Community. Additionally, each project sponsor must complete a systems checklist identifying each major system, its current condition, the proposed scope of rehabilitation, and the expected useful life of the system following rehabilitation.

   If the housing contains less than 26 units, an- in-house capital needs assessment is acceptable, so long as it is conducted by a qualified individual. If the person is unable to acquire an original install date of the system, he/she should estimate the useful life using their experience in the field.

   a. **For rental housing**, if the useful life of any Major System is less determined to be less than the HOME Affordability Period the owner/developer must establish a replacement reserve. The owner/developer must make adequate monthly payments to said reserve that will allow repairs and replacement as needed.

   b. **For ownership housing**, all Major Systems must have a useful life of at least five years. If a Major System does not meet this standard, they must be rehabilitated or replaced as part of the rehabilitation work.

5. ***Energy Conservation and Green Design:*** Project sponsors will be required to provide information on energy efficiency and green design in their applications, in particular, aspects of developments that exceed requirements of the base Massachusetts Building Code, or the "Stretch Code" if adopted by the locality.

6. ***Lead Paint.*** Project sponsors are required to follow Lead-Based Paint provisions of 24 CFR Part 35. For properties occupied by children less than 6 years of age, full abatement is required. Sponsors also must conform to all Massachusetts laws and regulations, as well as

EPA requirements regarding lead-based paint, including protection of workers who may be exposed to lead paint during the construction process.

7. ***Accessibility.*** Proposed projects must meet accessibility requirements as applicable in 24 Part 8, which implements Section 504 of he Rehabilitation Act of 1973 and Titles II and III of the Americans with Disabilities Act. (as implemented at 28 CFR Parts 35 and 36). Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act. Rehabilitation may include improvements that are not required by regulation or statute that permit use by a person with disabilities. In addition, sponsors must conform to any and all applicable Massachusetts laws and regulations regarding accessibility, including, in renovation projects, obtaining all necessary variances from the Massachusetts Architectural Access Board.

8. ***Disaster Mitigation.*** The housing, where relevant, must include Disaster Mitigation Standards consistent with State and local requirements to mitigate the impact of potential standards.

9. ***Inspection Forms***. Upon initial completion and ongoing property inspections, each inspector shall use Form HUD-52580 (the standard "Inspection Checklist" Housing Quality Inspection form), or a successor form as directed by HUD.

10. ***Work Write-Ups and Cost Reasonableness.*** The Member Community must review and approve work write-ups (i.e. plans and specifications) to ensure that the work will be in compliance with the standards outlined herein. The Member Community must review a written cost estimate and approve the estimate after determining that the costs are reasonable.

11. ***Frequency of Inspections.*** The Member Community must conduct an initial inspection in order to determine deficiencies that must be addressed; periodic inspections to monitor construction progress; and a final inspection to ensure all work was done in accordance with the work write-ups and/or plans. The Member Community is responsible for documenting these inspections. Inspections may be carried out by certified or licensed professionals, including but not limited to in-house staff, qualified professional from the development team or third-party consultants independent of the developer, owner or sponsor of the housing receiving HOME funds. Consideration should be given to the project size, complexity and developer capacity.

12. ***Ongoing property condition standards.*** For the duration of the HOME affordability period, all rental housing must meet:
    - **a.** Massachusetts State Building Sanitary, and Zoning Codes
    - **b.** The Housing Quality Standards pursuant to 24 CFR 982.
    - **c.** Health and Safety defects, as identified in Section 2 of this policy

d. Lead-based Paint requirements, as identified in Section 5 of this policy
e. Local Zoning Ordinances
f. National Electrical Code
g. Massachusetts Fuel Gas and Plumbing Code
h. Massachusetts Fire Regulations
i. Massachusetts Elevator Regulations
j. Massachusetts Department of Public Health Requirements
k. Massachusetts Historic Commission Regulations
l. U.S. Department of Energy Regulations
m. Massachusetts Department of Environmental Protection Regulations
n. HUD Rehabilitation Guidelines
o. Americans with Disabilities Act
p. Massachusetts Architectural Access Board Regulations
q. Local, State and Federal Requirements Related to Sewage/Septic Systems
r. Requirements for HOME Environmental Provisions

13. ***Corrective Actions.*** A follow up inspection is required within 12 months of the violation for non- health and safety deficiencies. For non-health and safety deficiencies, the Member Community may choose to conduct an on-site inspection or accept third party documentation (such as a paid invoice for work completed). Health and Safety violations must be corrected immediately. Member Communities may rely on the procedures specified in the "Opportunity to Cure" section in each project's executed HOME Funding Agreement.

14. ***Uniform Physical Condition Standards (UPCS):*** All sponsors will be required to ensure that assisted housing will be decent, safe, sanitary, and in good repair as described in 24 CFR 5.703 (https://www.gpo.gov/fdsys/pkg/CFR-2011-title24-vol1/pdf/CFR-2011-title24-vol1-sec5-703.pdf). Monitored projects will include the UPCS inspectable items and observable deficiencies for the site, building exterior, building systems, common areas, and units identified on the following. Sponsors should review the following appendices: HOME Investment Partnerships Program FAQ (https://www.hudexchange.info/onecpd/assets/File/HOME-FAQs.pdf), as well as CPD Notice 18-08, Section IV, D, 2, (g) (https://www.hudexchange.info/resources/documents/Notice-CPD-18-08-Guidance-on-Submitting-HTF-Allocation.pdf).

15. **Methods, Materials and Additional Standards for Multifamily Rehabilitation Projects:** Sponsors of multifamily rental projects are to follow the following standards as closely as possible.

Overall Unit Size:

- SRO: 120 square feet (sf)
- Enhanced SRO: 175 sf (includes food preparation area and bathroom)
- One-bedroom unit: 600 sf (or applicable HUD program standards; for example section 202)
- Two-bedroom unit: 850 sf

- Three-bedroom unit: 950 sf
- Four- or more bedroom unit: 1,100 sf

Minimum Room Size:
Rooms in rehabilitation projects shall meet the following minimums (including a dimensional minimum):
- Primary bedrooms: 120 sf (10.5 ft.)
- Secondary bedrooms: 100 sf (9.5 ft.)
- Living room: 150 sf (12 ft.)
- Dining room: 100 sf (10 ft.)
- Living/dining room combo: 200 sf (12 ft.)
- Full bathroom: 40 sf (5 ft.)

If a room has a sloped ceiling, any portion of the room measuring less than 5 feet from the finished floor to the finished ceiling shall not be included in the measurements of the floor area.
Closets and storage cannot be included in the measurement of the floor area.

Kitchen:
The size of the unit should determine the amount of counter space to be provided:

	counter space length	*minimum circulation width*
• One-bedroom unit	6 linear feet	4 feet
• Two-bedroom unit	8 linear feet	4 feet
• Three or more-bedroom unit	10 linear feet	4 feet

The minimum total linear feet of counter cannot include the space occupied by the sink, stove, and refrigerator.

Bathrooms:
The number of bedrooms within the unit determines the number of bathrooms:

• One-bedroom unit	One bathroom
• Two-bedroom unit	One bathroom
• Three-bedroom unit	One-and-a-half bathrooms (minimum)
• Four or more-bedroom units	Two bathrooms

Many of the Housing Rehabilitation Projects on homes built prior to 1978 may require some level of Lead Paint Abatement and/or Interim control. When Federal financial assistance is available to the project, the HUD Lead Safe Housing Rule will be in effect. The Lead Safe Rule requires that contractors be certified in the Lead Safe Housing Rule, and when disturbing lead-based paint, comply with the section governing the type of HUD assisted Housing Program. For projects where a child under the age of six resides in the dwelling, a comprehensive Lead Paint Risk Assessment and full lead paint abatement will be required.

The HOME Program is financially assisted by HUD money, and is required to specify and install products that are Energy Star qualified whenever feasible to do so. Energy Star is a

joint program of the U.S. Environmental Protection Agency and the U.S Department of Energy, and its goal is to identify and promote energy-efficient products that conserve energy and reduce greenhouse gas emissions. While Energy Star provides labeling for 50 different product categories, its testing and certification is ongoing with continuous with new products receiving its labeling on a regular basis. Most energy devices such as lighting fixtures and/or heating systems will be specified in the work write-up and/or Bid Specifications by the Housing Rehabilitation Specialist. When submitting an "or approved equal" product on the Bid form, the product must meet and/or exceed the Energy Star ratings specified in the work specifications.

In most cases, a material cost per light fixture/illumination will be included in work write-up and/or bid specifications. This is to allow the owner an opportunity to choose a fixture that suits their particular style and preferences, and it allows the contractor to know the material costs when completing the bid form. All light fixtures installed by contractor will be Energy Star qualified. Many fixtures simply require the installation of an Energy Star bulb. Depending on the amount of illumination required in a particular room, the fixture may require a specific design to prevent overheating and malfunction of bulbs.

The following requirements and information to utilize when bidding and completing projects:

GENERAL

1. All bid proposals must accurately reflect the work specified along with any additional addenda to the works specs.
2. All written proposals will be considered firm quotes and not price estimates.
3. The proposal must include all phases of construction that will produce a functional and attractive finished product. In other words, all aspects of construction leading to a finished product must be included in the proposals whether expressly stated in the bid specifications or assumed to be included as an expected part of the work. For example, if a door is called for in the work specifications, then it must include the jambs, header, sill, hinges, doorknob, bolt, striker, trim, painting, etc.
4. When any item, such as a light fixture, plumbing fixture, stove, etc., has to be temporarily removed and later re-installed, the cost of this work must be included in the bid. For example, if new flooring is called for in the bathroom, the installer must include the cost of removal and re-installation of the toilet in the proposal.
5. All materials must be installed according to the manufacturer's recommendations.
6. No "seconds" or inferior materials will be permitted.
7. Any materials damaged while being removed or installed will be replaced by the contractor at his own expense, if in the opinion of the project oversight inspector, care or good judgment was not exercised.
8. If any work is unsatisfactory to the project oversight inspector, it must be done again and/or modified until satisfactory at the contractor's expense, or another contractor will complete the work and the original contracted line item price will not be paid.

9. If a subcontractor, hired by the General Contractor, accidentally harms another contractor's work, the General Contractor will be responsible for required repairs, and the project oversight inspector will be notified immediately.
10. All trades must adhere to state, federal, and local codes.
11. All necessary permits must be applied for and inspections arranged by the sub-contractors and contractors.
12. All work must be accomplished in a workmanlike and diligent manner. The contract will specify a reasonable time for completion of a project. A project should be completed within the specified time limits in the contract with as few delays as possible. The finished product should be pleasing to the eye.
13. The general contractor is responsible for coordination of the work of all subcontractors such as plumbing, wiring, and carpentry. Where and when it is required, the General Contractor will coordinate with Lead and Asbestos Abatement contractors. All trades must comply with state, federal, and local regulations governing other trades. For example, during asbestos and lead removal, no other work can proceed on the project.
14. The homeowner will choose all colors and patterns.
15. Homeowners must be contacted at least one day prior to the start of the work.
16. No homeowner will be left without the use of facilities (bathroom, heat, kitchen, etc.) overnight, unless homeowner has agreed.
17. Rubbish from construction must be removed on a regular and frequent basis and should be confined to one location which is approved by the homeowner. It is particularly important not to leave rubbish or any staging at the project during any brief hiatus in the work, such as a delay in the delivery of materials.
18. All suggested name brands are consistent with the quality and Energy Star standards, and any substitutions of products must be of equal quality and standards to maintain consistency with existing materials or fixtures. In addition, any substitutions must be specified in the bidding process and approved by the project oversight inspector to maintain the consistency of quality.

CARPENTRY

1. All structural wood must be construction grade or better.
2. All permanent supports of buildings and structures (including porches) shall extend a minimum of four feet below grade except when erected upon sound bedrock.
3. The diameter and footings of all concrete piers must comply with state, federal, and local codes.
4. All wood in contact with ground or masonry and supporting permanent structures shall be approved treated Wolmanized pressure treated wood.
5. All wood less than two inches above the surrounding grade, in locations subjected to pounding of water, and/or in a location subjected to dampness, shall be approved wood type (redwood, etc.) or pressure treated.
6. All kitchen and bathroom cabinets must have four sides and a bottom shelf. Fronts shall be pre-finished plywood, hardwood, or plywood with a washable veneer.
7. All locksets must be equal to or better than Schlage unless stated otherwise in the specifications.

8. All tub surrounds must be equal to or better than Sterling. All tub surrounds will be constructed of fiberglass and Gelcoat or Formica.
9. All suspended ceilings must be at least equal to Owens-Corning, pebble white, and meet fire rated requirements for specific applications.
10. All countertops must be equal to or better than Formica and be post-formed with backsplash and include factory miters and/or fixture openings.
11. All exterior doors must be equal to or better than "THERMA-TRU" Smooth-Star Fiberglass Door Model #S2100, with clear insulated glass and Low E film, include custom cut-down charge if applicable, and shall meet or exceed state and Energy Star requirements for energy conservation.
12. All areas that will have sheetrock must be left level, square, studded, furred, backed, and plumbed for sheetrock.
13. Fire code (5/8") sheetrock to be used to surround each apartment in a multi-family dwelling to provide a one (1) hour fire rating.
14. All interior doors leading to common areas in a dwelling containing more than one unit shall meet state, federal and local fire ratings.

ROOFING

1. All roofing materials must be of quality equal to or better than preformed white aluminum drip edge, 15 lb. felt, 30-year architectural algae resistant shingles, aluminum back flashing, and lead cap flashing.
2. Valleys can be woven or flashed with aluminum in six (6) foot lengths.
3. All chimneys, roof flanges, etc. must be flashed, counter-flashed, and made weather-tight.
4. All low-slope roofs to have double coverage, GAF or equal with blind nailing, rubber membrane covering, peel and apply products such as "low-Slope", bituthane under covering, or shingles installed as indicated by state building code.
5. Fill in all spaces in roof sheathing.
6. Replace all deteriorated roof sheathing (if visually available from attic area) and make allowances in bid price.
7. All roof insulation shall include proper ventilation as indicated by state building codes.

STORM DOORS AND WINDOWS

1. All aluminum combination storm doors must include all screens, storm sash, have a baked enamel or mill finish (owner's choice), be fitted with a self-closing device, and be equal to or better than one (1) inch door by Viking.
2. All aluminum combination storm windows must include screens and storm sash and be equal to Viking Rex or an approved equal.
3. All screens are to be aluminum.
4. The homeowner will choose either baked enamel or mill finish.
5. Fixed windows will not require a screen.
6. Unusual windows are to be custom cut and fit.
7. Unless specified otherwise, all new window installations will have a U factor and SHGC of .27 or lower, such as Harvey Classic, Norandex Viewpoint 5000 Series, MI 1555 Series (or approved equal) with matching grids and aluminum half screens. Use obscure glass in

bathrooms. Cellar windows will be either sliding, hopper, or awning according to specs. Tempered glass to be used whenever MA code dictates. When a new rough opening is required, window size shall meet minimum requirements as indicated by state building code.

INSULATION

1. All attic insulation must strive for an R-factor of at least 30, where possible.
2. In floored attics being blown in, remove enough boards to fill the bays and replace boards, drill and plug with permission of owner.
3. Materials can be class #1 cellulose, loose or blanket fiberglass.
4. Allow for ventilation above insulated rafters.
5. Sidewalls to be filled to capacity when called for. At least two holes per bay (8 feet tall).
6. Ventilation to be provided at a rate of one square foot of clear vent for every 300 square feet of insulation and vapor retarded areas.
7. Walls that are opened and insulated with blanket/batt fiberglass installation to include poly vapor barrier lapped four inches.

SHEETROCK

1. Use 5'8" sheetrock where one (1) hour fire rating is required.
2. Use 5/8" sheetrock where studs or joists are more than 16" OC.
3. Ceilings are to be screwed. Walls can be nailed. When sheetrock is applied over existing plaster it is to be screwed to joists or studs.
4. Moisture resistant sheetrock to be used in areas of high humidity such as bathrooms, laundry, and behind kitchen sink base.
5. Allow for any backing, blocking, shimming, furring, or studding necessary to do a square, level, and smooth job. This must be included in the bid price.
6. Sheetrock joints to be covered with tape (imbedded in compound), joints and nails/screws to be covered with three (3) coats of compound, final coat to be finished smooth and ready for paint, etc.

FLOORING

1. All flooring will have a material cost listed in the specs (not including installation). Contractor will include any additional installation (labor and substrates) costs and material cost per square foot on bid form.
2. All sheet goods flooring must be applied to a smooth, dry surface.
3. Existing resilient flooring will have a plywood underlayment for new resilient flooring or cement board for tile applied over existing flooring, prior to installation of new, and include labor and material on bid form.
4. Before installing plywood or cement board on the floor in the bath, the toilet must be removed.
5. All voids and cracks must be filled with a leveling agent.
6. If a stove, toilet, plumbing fixture, electrical fixture, vanity, or anything else has to be removed and replaced, the cost of removal and replacement must be included in the bid price.

7. If the flooring is not scribed to the satisfaction of the project oversight inspector, a base shoe, carpet strip, or cove base must be installed and finished at the contractor's expense.
8. All preparation and finish of surfaces must be included in the bid.

PAINTING

1. Before painting, all areas must be clean, all holes must be patched, all caulking complete, all sashes must be glazed where necessary, all peeling paint scraped and feathered, all loose wood nailed. This must be included in the bid. All severely damaged wood, siding, trim, etc. to be replaced must be included in the bid price.
2. All exterior paint must be equal to or better than Sherwin-Williams or Benjamin Moore.
3. All interior paint must be equal to or better than Sherwin-Williams or Benjamin Moore.
4. All sheetrock walls and ceilings to receive one coat of primer and two topcoats of finish.
5. All interior stain must be equal to or better than Minwax.
6. All exterior stain must be equal to or better than Cabot or Cuprinol.
7. All urethane must be applied in three coats. The first two coats are to be lightly sanded and materials are to be equal to or better than Minwax or Zip-Guard.
8. All interior and exterior watermarks, stains, or knots to be treated with at least one coat of pigmented shellac, Kilz, Bin, or Equal.
9. Check the entire contract to bid on all new work done by carpenters, sheet rockers, and other trades. Unless specified otherwise, contractor will be responsible for painting all new work.

MASONRY

1. All masonry to be in accordance with the State Building Code as well as local ordinances.
2. Before repointing, all joints are to be raked to a minimum depth of ½" and wetted. Tooling and color of new mortar to match existing as closely as possible from local sources.
3. Step flashing to be lead, counter-flashing may be aluminum.
4. All new chimneys to be clay-flue lined with approved clean-outs and thimbles. All chimneys will be waterproofed prior to installation unless masonry units fulfill this requirement.

PLUMBING

1. All kitchen sinks must be of a quality equal to or better than Dayton's stainless, double bowl sink.
2. All kitchen faucets must be of quality equal to or better than Delta, spray to be included.
3. All tubs to be American Standard's Builder (cast iron) or equal.
4. All tub and shower valves to be Symmons S96-2 (anti-scald) or equal. Waste and overflow to be Gerber 41-812 or equal.
5. Water closet to be Gerber or equal (water-saver).
6. One-piece lavatory to be Universal Rundle's one-piece china top or pre-formed top by Roma, Northwest Marble, or equal.

7. Unless specified otherwise, all vanity bases to be 20", 24", or 30", Universal Rundle or Old Hampshire's pre-finished vanity base.
8. Unless specified otherwise, vanity tops to be one-piece china, pre-formed or post-formed Formica top with a drop-in lavatory that is cast in china and must be American Standard or equal.
9. All vanity faucets to be Delta or equal.
10. All necessary carpentry or other trade work must be included in the bid, unless other arrangements have been made, especially in regard to vent pipes. Ask the homeowner for the least objectionable location for the vent pipe.
11. All accessible lead, steel, or brass pipe connected to a fixture that is being replaced is to be removed.
12. Install shut-offs and escutcheons for all new fixtures except tubs.
13. All work to be in accordance with the Massachusetts building code.

HEATING

1. All new heating units to be Energy Star Qualified, unless otherwise specified. Heating device will include a programmable thermostat that offers four convenient pre-programmed settings and be Energy Star qualified.
2. All work to be in accordance with Massachusetts building code.
3. All related code material, such as 5/8" fire-rated sheetrock, buried oil line, thermostat, filters, and firematics to be included in the bid. All extraordinary situations that might endanger the safety of the resident or go against code to be made safe.
4. Removal of old heating unit to be included in bid.
5. All water heaters must be Energy Star qualified, unless specified otherwise.

ELECTRICAL

1. All cellar light fixtures and the light fixture over the cellar stairs to be porcelain or Bakelite and include illumination bulb such as the type recommended by Energy Star.
2. All bathroom and kitchen counter top plugs must be ground-fault protected.
3. Overhead light fixtures will have a spec'd allowance per fixture unless the owner supplies fixtures.
4. All splices to be in box.
5. All bath vents to be Panasonic Whisper or equal and must be vented to the exterior.
6. All related carpentry work or other trade work must be included in the bid unless other arrangements have been made.
7. Wire mold is objectionable to many homeowners. It should be used only with the prior written permission of the homeowner. Otherwise, it will not be permitted.
8. If the bid specifications call for a switched overhead fixture, the outlet, the switch, and related wiring must be included in the bid.
9. All work must be in accordance with the Massachusetts building code.
10. All light fixtures to provide illumination will be Energy Star qualified.

16. Required Architectural Submission (Multifamily Rental Rehabilitation Projects):

This section outlines the type of drawings and other documentation that sponsors must submit for rehabilitation projects that fall within these guidelines. An architect and/or construction cost estimator must prepare the plans and construction budgets applicable for each project.

Site Plan:

Indicate the location of the building, property lines, access to the building from the street, landscape, curb cuts, driveways, orientation (north arrow), at an appropriate scale.

Existing Floor Plan:

Include plans for each floor, including basement and roof. Drawings should be drawn at an appropriate scale. The existing floor plans should include the following information:

- Structural elements such as existing bearing walls, columns (indicate this with a note or graphically, e.g.: shade in the structural walls).
- Direction of floor joists if structural changes are being made.
- Existing plumbing, ventilation chase, fireplaces and any other information that affects design.

Proposed Floor Plans:

Drawings should address changes of layout, removal of walls or structural elements, or any other changes. The proposed floor plans should include the following information:

- Unit Floor Area (i.e., the total area within the unit exterior walls).
- Room Areas (i.e., the area within the perimeter wall of the room excluding storage and closet space).
- Critical overall and interior dimensions.
- Vertical structural elements.
- Wall thickness to scale.
- Location and size of windows, indicating the window-sill height (measured from the finished floor).
- Ceiling heights.
- Location of mechanical equipment, meters, and electric service panels.
- Location of water, gas, sewer, and electric services.
- In the case of attic renovation, drawings should be provided indicating ceiling heights, knee wall heights, dormers location, etc.
- All units should be built with internet connectivity, COAX cable for TV and CAT5e or better for tel/data.

Elevations:

Drawings should include all elevations impacted by the scope of work.

Landscaping Guidelines:

This section outlines suggestions for site improvements and landscaping for projects that all under these guidelines.

Site Design:

- Where possible and feasible, provide usable areas such as the following where the community can meet and gather:

o Safe play areas for children in multifamily developments.

o Community garden areas, including planters for vegetables, herbs, flowers.

o Semi-public open spaces.

o Patios, front yards, porches, or balconies to encourage community interaction and provide eyes on-the-street surveillance.

- Provide for alternative transportation, e.g., bike paths and storage, pedestrian links, car shares.
- Provide all required accessible routes of travel, and in general, avoid use of stairs, wherever the terrain permits.

Prioritize pedestrian over vehicular traffic and use traffic calming devices. Incorporate attractive well-lit pedestrian paths wherever possible.

Site Demolition and Clearing:

- Remediate all hazardous materials such as asbestos (ACMs), lead (LCMs), PCB's, VOC's, Arsenic, etc. carried out in accordance with all applicable local, state and federal regulations.
- Provide a summary and accurate estimate of the site remediation plan, if applicable, along with grading plans.

Tree/Shrub Pruning and Removal:

- Remove trees that originate at foundation wall of building or present a hazard to the structure.
- Remove dead trees.
- Trim stump to below grade.
- Prune back branches that overhang roof or brush walls of building.
- Prune branches that may threaten utility connections.
- Clean up and properly dispose of brush and wood.
- Remove shrubs that are diseased, those that obstruct walkways, drives and pathways, and those that obstruct windows.

Grading:

Restore grade to include, when appropriate, a 6" minimum deep planting bed of clean loam/topsoil. New grade should slope away from buildings and fit the existing neighboring grades, particularly at street or sidewalk. Grades for usable lawn areas should not exceed twenty percent. The grade across paved areas should not exceed four

percent, or any applicable maximum slope required by accessibility or applicable site engineering standards.

Paving, Fencing and Walls:

- Restore walks and driveways to good condition.
- Fences should generally never exceed a height of 6 feet. Material and style should be appropriate to surrounding neighborhood.

Lawns:

- Sod or seed new lawns. If seeded, pegged cloth or salt hay should be used to prevent erosion on slopes in excess of six percent. If lawn area is shady, seed or sod should include appropriate mix of fescues or other low maintenance grasses, which will tolerate shade.
- Require general contractor to maintain all lawns throughout applicable warranty periods.

Plantings:

Select hardy, maintainable, regional stock. All plantings should be placed in a manner that enhances the appearance of the property and is in keeping with the surrounding neighborhood.

IV. Property Standards for Housing Acquisition

1. ***Recently Built or Rehabbed Housing.*** The Member Community must ensure that newly constructed or rehabilitated housing done so within one year of the expected HOME Commitment meets the applicable property standards at 24 CFR 92.251(b) (either the new construction or rehabilitation standards). If the property does not meet the appropriate standards, it cannot be acquired with HOME funds unless it is brought up to the appropriate standards. Compliance must be documented based on a review of approved building plans and certificates of occupancy and a property inspection that is conducted no earlier than 90 days before committing HOME funds.

2. ***Other Existing Housing – Rental.*** Housing not recently rehabilitated or newly constructed that will be acquired for rental housing must meet the Consortium's Rehabilitation Standards. The Member Community must inspect the housing 90 days before committing HOME funds. If the housing does not meet the Consortium's Rehabilitation Standards, it must be rehabilitated to meet the applicable property standards at 24 CFR 92.251(b).

3. ***Other Existing Housing – Homeownership (Downpayment).*** Housing must meet the Massachusetts State Building, local codes and Housing Quality Standards, ordinances, sanitary, and zoning requirements; additionally, the housing must be free of any deficiencies identified by HUD in the UPCS (24 CFR 5.705).

V. Property Standards for Tenant-Based Rental Assistance

1. Units occupied by households receiving HOME TBRA must meet the Housing Quality Standards at 24 CFR 982.401.

WestMetro HOME Consortium
Program Administration Guidelines
July 1, 2013; revised March 10, 2015

A. GENERAL ADMINISTRATION

Consortium Council: The Consortium Council (Council) is the governing group of the WestMetro HOME Consortium (Consortium). The Council is comprised of the chief planning official or his/her designee, or if no such planning official exists, the chief elected official or his/her designee from the Member communities. The Council and the Representative Member, which is the City of Newton, shall meet at least quarterly or more often if requested by the Council or the Representative Member to decide issues of policy and procedure. Irrespective of the number of formally authorized Member Designees, each Member, not including the Representative Member, gets one vote on the Council. The Representative Member may only vote to break a tie.

1. **Representative Member shall be responsible for but not limited to the following:**

   a) Manage the preparation, circulation for signatures, and submission of the Mutual Cooperation Agreement to the U.S. Department of Housing and Urban Development (HUD);
   b) Manage the preparation, public hearing, and submission of the Consolidated Plan;
   c) Manage the preparation and submission of the HOME Annual Action Plan and the Consolidated Annual Performance and Evaluation Report (CAPER);
   d) Prepare and submit all required notices, plans, and performance and other reports as required by HUD;
   e) Ensure that all HUD requirements are met both in the overall administration and in project administration; and
   f) Provide template documents, as necessary, for contracts, HOME funding agreements, funding applications, etc. for use by the Members.

2. **Members shall be responsible for but not limited to the following:**

   a) Provide information required for the preparation of the Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER);
   b) Assist with the preparation of all required plans and reports, as needed; and,
   c) Obtain all local legislative and executive approvals.

B. PROJECT AND PROGRAM ADMINISTRATION

1. **Representative Member shall be responsible for but not limited to the following:**

   a) Meet with Members to scope proposed Projects using the HOME Comprehensive Checklist. A Project is defined as having a unique address in which rehabilitation and/or new construction can reasonably be expected to start within 12 months of the HOME Funding Agreement date; or if the Project consists of acquisition, the property title will

be transferred to the Member or purchaser with six months of the agreement date; or if the Project consists of tenant-based rental assistance, the Member or subrecipient has entered into a rental assistance contract with the owner or the tenant in accordance with the provisions of HOME Program Regulation §92.209.

b) Review and approve (as to Project compliance) the completed Comprehensive Checklist for each project.
c) Periodically monitor Members to ensure that they are complying with program requirements.

2. **Member Communities shall be responsible for but not limited to the following:**

a) Manage all aspects of Project and program implementation;
b) Schedule and participate in scoping session(s) with the Representative Member for proposed Projects and programs that include HOME funding assistance from the Consortium;
c) Complete a HOME Comprehensive Checklist for each Project; and
d) Comply with all applicable federal requirements for any Project, including:
    i. Documentation of project eligibility;
    ii. Completing an underwriting and subsidy layering analysis;
    iii. Completing environmental reviews;
    iv. Ensuring labor and Section 3 compliance;
    v. Negotiating and executing any required written agreements with any subrecipient or contractor receiving HOME assistance;
    vi. Ensuring post-completion compliance (e.g. housing affordability, etc.);
    vii. Ensuring any other administrative requirements mandated by law or regulation are met; and
    viii. All required Project documentation shall be maintained by the Member and available for review by HUD and/or the Representative Member.

C. <u>FINANCIAL ADMINISTRATION</u>

1. **Representative Member shall be responsible for but not limited to the following:**

a) Establish, account for, and maintain local HOME Investment Trust Fund account (including federal draw downs and program income, contributions, etc.);
b) Process drawdowns from the Treasury account consistent with standard Consortium drawdown procedures;
c) Process payment requisitions approved by Members and disburse funds from the local HOME Investment Trust Fund account to the Members and/or to their designated contractors;
d) Accept and account for contributions and payments from Members and other program income to the local HOME Investment Trust Fund account ;
e) Close out HOME projects in HUD's Integrated Disbursement and Information System (IDIS) upon receipt of Project Completion Report and

f) Establish and maintain a financial management system.

2. **Member Communities shall be responsible for but not limited to the following:**

a) Prepare a Project Set-Up Report when a Project has cleared required reviews and forward report to Representative Member for processing in IDIS;
b) Establish and maintain project budgets and follow Consortium budget amendment procedures (including required citizen participation procedures) for any changes;
c) Process and approve requisitions and forward them to the Representative Member;
d) Receive payment from Representative Member and pay subrecipients or contractors or authorize direct payment to contractors;
e) Service HOME loans and establish and maintain accounts to track assets and receivables for HOME loans issued;
f) Prepare a Project Completion Report, upon completion of the project, and forward report to Representative Member to process in IDIS for project close-out;
g) Participate in the reconciliation of financial management system, as requested.

D. ADMINISTRATIVE COSTS

1. **Member Administrative Allocation:** Each Member may use up to seven percent (7%) of its annual HOME allocation for HOME-eligible administrative costs (either project delivery or overall administration).

2. **Representative Member Administrative Allocation:** The Representative Member shall keep track of its staff's time and expenses spent on overall administration of the Consortium's HOME Program. The Representative Member is entitled to up to three percent (3%) of the HOME Program funds for administration of the Consortium, which will be deducted proportionally from each Member's Administration funds. At the end of each program year, the Representative Member may release unused funds designated for overall administration to the Members in proportion to their annual grant for that year.

3. **Overall Administration:** Each Member is responsible for all of its administrative costs for its own projects and program delivery. Administrative costs are paid from either the Member's HOME administrative allocation or from other sources.

4. **Expenditure Deadline:** Both Member and Representative Member Administrative funds and Program Income are not subject to the 12 month Exclusive Use Period and are not relinquished to the Competitive Funding Pool but shall be expended within five years of the date of the HOME allocation.

5. **Allocating Project Costs:** Each Member is responsible for covering its administrative costs specific to its own Projects. The costs may be charged as Administrative or Project-delivery related costs. Project-delivery related costs are the Member's staff and

overhead costs directly related to carrying out a Project; providing advisory and other relocation services to displaced persons; and environmental review costs of the Project. These costs will be included in the Project budget, which is subject to match and subsidy limit requirements. If the Project is not completed or does not meet HOME requirements, the costs will be charged under the administrative budget.

E. FUNDING

1. **Annual Allocation:** Each Member is entitled to an annual allocation of HOME Program funds. The allocation amount, determined by HUD on an annual basis and reduced by the Representative Member's administrative allocation, is identified in the Annual Action Plan each fiscal year and provided to the Members. In the event that HUD has not published the allocation amount for the upcoming fiscal year, the Consortium will use the most recent allocation as published by HUD.

2. **Funding Schedule:**

Month	Benchmark Actions
1	Exclusive Use Period begins
6	Consortium Council selects a Project Review Committee
6 – 8	Representative Member drafts Project criteria and Request for Proposals (RFP) for review by the Project Review Committee.
9	Representative Member projects amount in the Competitive Funding Pool
11	Consortium Council votes on RFP and any request(s) for a six-month extension; Representative Member distributes RFP to Consortium
12	Exclusive Use Period ends and funds are relinquished into the Competitive Funding Pool
30 – 45 days after RFP is distributed	Project applications are due to the Representative Member
13	Project Review Committee reviews Project applications and prepares slate of recommended Projects for the Consortium Council
14	Consortium Council votes on Project applications. Representative Member notifies Members of awards
20	Funds are committed (executed HOME Funding Agreement) to a Project
24	Consortium commitment deadline for all uncommitted HOME funds

48 (Four years)	All Projects must be completed[1]
60 (Five years)	All HOME funds must be expended

3. **Exclusive Use Period:** Each Member shall have exclusive use of its respective HOME allocation, including the CHDO Set-Aside and the five percent CHDO Operating funds, if applicable, for a total of 12 months which is the Exclusive Use Period. The Exclusive Use Period starts the date the Representative Member confirms in writing to the Members that funds are available to be drawn down from the U.S. Treasury. Any HOME funds that are not committed by the Members to eligible HOME Projects after 12 months shall be transferred to the Competitive Funding Pool by the Representative Member for use by any Member through a Request for Proposals (RFP) process. CHDO Set-Aside and CHDO Operating funds are also subject to the Exclusive Use Period. All transferred funds are referred to as Relinquished Funds.

    a. During the Exclusive Use Period only, a Member may voluntarily relinquish HOME funds to the Competitive Funding Pool, or negotiate with another Member an exchange of all, or a portion of, the Member's HOME allocation for the current or future funding years upon prior written approval by the Representative Member.

    b. Administrative funds and Program Income are not subject to the Exclusive Use Period and are not relinquished to the Competitive Funding Pool.

    c. Members whose funds are relinquished and become part of the Competitive Funding Pool shall submit a signed Budget Transfer Form to the Representative Member but are not required to hold a public hearing. The Consortium's Annual Action Plan and CAPER, and their associated public hearings, informs HUD that Members' HOME Funds may be relinquished after the Exclusive Use Period.

4. **Requesting an Extension:** A Member may request an extension beyond the Exclusive Use Period under certain extenuating circumstances if a Member is unable to commit its HOME allocation within 12 months. A written request for an extension signed by the chief planning official or his/her designee, or if no such planning official exists, the chief elected official or his/her designee or either of their designees shall be submitted to the Representative Member no less than 15 business days prior to the scheduled Consortium Council meeting when such extensions will be deliberated. The letter shall explain the reason for the extension and include a project schedule identifying the

[1]*Completed* means that all necessary construction work has been completed and the project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed and the project is ready for occupancy. For owner-occupied rehabilitation projects, completion means that all rehabilitation work has been completed, the PJ or its designee has performed a final inspection, and the homeowner has accepted the work, as indicated by a final sign-off. ***Source HUD Notice: CPD 12-007***

specific actions that shall be accomplished for the Member to commit the HOME funds. An extension shall be approved by a majority of Consortium Council members in attendance at the meeting where the request is heard.

The Representative Member and the Consortium Council will determine what constitutes an allowable extenuating circumstance on a case-by-case basis at the meeting where the request is heard. The Member requesting an extension may argue its case, but is then excluded from both deliberating and voting. However, the Member may clarify or provide information during the discussion, as necessary. An extension may only be granted for up to six additional months from the Exclusive Use Period deadline. If HOME funds are not committed within the extension date granted by the Consortium Council, the funds will automatically be relinquished to the Competitive Funding Pool by the Representative Member.

5. **Project Review Committee Membership:** The Project Review Committee will be comprised of five *or* seven Consortium Council members including the Representative Member. Up to three alternates shall also be selected and called upon to participate in the Project Review Committee meetings in extenuating circumstances. Membership shall be representative of the WestMetro HOME Consortium and include at least one representative from the Inner Ring (Brookline, Newton, Waltham and Watertown), the Route Two Corridor (Bedford, Belmont, Concord, and Lexington) and Metrowest (Framingham, Natick, Needham, Sudbury and Wayland). Members of the Project Review Committee will be appointed by the Consortium Council for one and two-year terms initially and then two-year terms after that. Initially, membership of the Project Review Committee will be determined within seven months after the start of the Exclusive Use Period.

6. **Role of the Project Review Committee**: The Representative Member will initiate a draft Request for Proposals (RFP) which includes criteria for evaluating project and program proposals for the Relinquished Funds in the Competitive Funding Pool and convene a meeting of the Project Review Committee. The draft RFP, including the proposed criteria, shall be approved by the Project Review Committee. The Project Review Committee is also responsible for reviewing the applications in response to the RFP and presenting project funding recommendations to the Consortium Council.

7. **Conflict of Interest:** To avoid a conflict of interest, Members participating on the Project Review Committee shall recuse themselves from voting on all final recommendations made to the Consortium Council if they represent a Member community that has responded to the RFP, or if a Member is otherwise covered or prohibited from participation under the Conflict of Interest regulation found at 24 CFR §92.356.

8. **Competitive Funding Pool Criteria:** Criteria for evaluating Project or program proposals will be included in the RFP. The RFP and criteria, which may or may not be updated on an annual basis, requires approval by a majority of the Consortium Council in attendance

at the meeting where the RFP and criteria are reviewed. The criteria is based on the Consortium's housing needs and strategies identified in the five-year *Consolidated Plan*, the most current *Annual Action Plan*, and the *Analysis of Impediments to Fair Housing Choice*. Priority will be given to applications that can demonstrate the following:

- Project readiness;
- Projects that are to be developed, sponsored and/or owned by a designated CHDO and;
- Projects located in communities with smaller HOME allocations, that are dependent on the Competitive Funding Pool process to have sufficient funds to develop an affordable housing project.

9. **Applications for Relinquished Funds:** After the Consortium Council approves the RFP, the Representative Member will distribute the final RFP to each Member in the Consortium. Applications for Relinquished Funds are due 30 to 45 days after the RFP is distributed. Applications shall be signed by the chief elected official and will be submitted by Member communities to the Representative Member for distribution to the Project Review Committee. The applications will be reviewed by the Project Review Committee. The Project Review Committee's recommendations are then provided to the Consortium Council who votes whether to provide HOME funds from the Competitive Funding Pool to any or all of the proposed projects. Each Member, not including the Representative Member, has one vote including Members with an application. Project approval requires a majority of votes of those Members in attendance at the meeting. The Representative Member may only vote to break a tie.

10. **Project Approval Process:** After the Consortium Council votes on applications for Relinquished Funds, the Representative Member will contact all Members who submitted applications and confirm in writing the results of the vote detailing next steps, as applicable. The notice to the Members will include the date that Relinquished Funds shall be committed by the Member. Next steps for awardees may include: completion of environmental review, HOME scoping and underwriting analysis, submission of budget transfer forms, etc.

    a. If the funded Project was not included in the Members' Annual Action Plan, the Member is responsible for holding a public hearing in accordance with the Consortium's Citizens' Participation Plan.

11. **Responsibility for Completing HOME Projects:** Each Member that is undertaking a HOME Project is responsible for fully completing the HOME Project within four years of commitment, the date of which is determined by the signature of each party to the HOME Funding Agreement, or the date of a HUD-approved extension. If there is an unexpended balance of HOME funds after a Project is completed and closed out in IDIS, the balance will be moved into the Competitive Funding Pool by the Representative Member. The Consortium is responsible for ensuring that each year's HOME allocation is expended within four years.

credit is available each program year for each of its projects that requires match. The Member shall notify the Representative Member of any excess match, which will then be credited to the entire Consortium, through the Consortium Council.

a. **Match Liability:** Any Member that is not able to obtain sufficient match for its Projects or to reach agreement with another Member(s) to transfer all or a portion of that Member's match credit, will lose an amount in the next funding year equal to the amount, if any, lost to the Consortium. These funds may be reallocated by the Council. If, however, the Consortium Council determines that the loss of funds was not the fault of the Member, the Council may waive recapture.

F. COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS (CHDOs)

1. Within 24 months after HUD notifies the Representative member of HUD's execution of the HOME Investments Partnerships Agreement, the Consortium shall commit not less than 15 percent of the HOME allocation for investment in housing that is developed, sponsored, or owned by CHDOs, in accordance with HOME Program Regulation §§92.300 –92.303, as they may be amended from time to time.

2. **CHDO Set-Aside Funds:** The CHDO commitment requirement is met cumulatively by the entire Consortium and does not need to be met individually by each Member on an annual basis. Therefore, to ensure that the 15 percent CHDO commitment requirement is achieved, the Representative Member will evaluate the Consortium's cumulative total of funds committed to CHDO Projects on an annual basis prior to the time at which the Member's HOME budgets are determined for the Annual Action Plan. The Representative Member will determine the percentage of CHDO Set-Aside funds that each Member will be allocated on an annual basis. If the Representative Member determines – prior to the submission of an Annual Action Plan – that the cumulative total of CHDO commitments does not require a 15 percent CHDO Set-Aside for a fiscal year, then the Representative member will submit a written request to HUD seeking a reduction in the CHDO Set-Aside requirement. HUD will determine the percentage of CHDO Set-Aside funds it deems appropriate. This percentage will be reflected in the fiscal year's Annual Action Plan budget.

3. **CHDO Operating Fund Allocations:** The HOME Consortium will set aside 5 percent of its annual HOME allocation for CHDO Operating Funds. The funds will be awarded to one or more qualified CHDO(s) through a competitive Request for Proposals process open to any non-profit organization conducting business within the Consortium's service area. The Project Review Committee will review the responses to the request for proposals and make its funding recommendation(s) to the Representative Member. The Representative Member, or its designee as approved by the Representative Member, shall administer the CHDO Operating Funds agreement(s) on behalf of the Consortium.

4. **Performance Expectations:** A CHDO will only receive Operating Funds if it can demonstrate to the Consortium that it can reasonably expect to have a viable CHDO project within 24 months of executing an agreement for Operating Funds. As part of the proposal evaluations and prior to awarding Operating Funds, the Representative Member shall certify that it has evaluated the financial and organizational capacity of the CHDO(s), and has determined that the organization(s) have demonstrated that it has staff with demonstrated development experience in accordance with the *Consolidated and Further Continuing Appropriations Act of 2012, the HOME Final Rule* and any subsequent requirement(s).

5. **Relinquished CHDO Funds**: Irrespective of the percentage of CHDO Set-Aside funds allocated to Members on an annual basis, all uncommitted CHDO funds are subject to transfer to the Competitive Funding Pool after the 12 month Exclusive Use Period. However, if the Representative Member determines that the total CHDO Set- Aside commitments for a given fiscal year meets the annual requirement as described in the Mutual Cooperation Agreement—Set-Aside and Operating Funds for Community Housing Development Organizations, the Representative Member may, on a case-by-case basis, allow Members to use their percentage of CHDO Set-Aside Funds for commitment toward non-CHDO Projects prior to the expiration of the Exclusive Use Period.

ITEM TITLE: Correspondence 10/2/19

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Correspondence	9/30/2019	Cover Memo
Correspondence	9/30/2019	Cover Memo

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, Massachusetts 02150-2358

Jean M. Lorizio, Esq.
Chairman

AMENDED
NOTICE OF SUSPENSION

September 17, 2019

MASSACHUSETTS FINE WINES & SPIRITS
D/B/A TOTAL WINE & MORE
321 SPEEN STREET
NATICK, MA 01760
VIOLATION DATE: 5/1/2016-6/30/16
HEARD: 12/7/2016

After a hearing on December 7, 2016, the Commission finds Massachusetts Fine Wines & Spirits d/b/a Total Wine & More violated 204 CMR 2.04 (1): "No holder of a license issued under M.G.L. c. 138, § 15 shall sell or offer to sell any alcoholic beverages at a price less than invoiced cost. Cost is defined as net cost appearing on the invoice for said alcoholic beverage."

Therefore, the Commission **suspends the license for a period of eleven (11) days of which three (3) days will be served, and eight (8) days will be held in abeyance for a period of two (2) years, provided no further violations of Chapter 138 or Commission Regulations occur. This suspension shall run concurrently with the suspension issued in the Commission's decision of this date for the violation occurring in November and December 2015.**

The suspension shall commence on Monday, October 21, 2019 and terminate on Wednesday, October 23, 2019. The license will be delivered to the Local Licensing Board or its designee on Monday, October 21, 2019 at 9:00 A.M. It will be returned to the licensee on Thursday, October 24, 2019.

No offer in compromise will be considered for the three (3) days to be served. ***See*** **204 C.M.R. 20.02.**

ALCOHOLIC BEVERAGES CONTROL COMMISSION

Jean M. Lorizio
Chairman

This document is important and should be translated immediately.
Este documento es importante y debe ser traducido inmediatamente.
Este documento é importante e deve ser traduzido imediatamente.
Ce document est important et devrait être traduit immédiatement.
Questo documento è importante e dovrebbe essere tradotto immediatamente.
Το έγγραφο αυτό είναι σημαντικό και θα πρέπει να μεταφραστούν αμέσως.
这份文件是重要的，应立即进行翻译.

cc: Local Licensing Board
Frederick G. Mahony, Chief Investigator
Rose Bailey, Investigator
Thomas R. Kiley, Esq. via facsimile 617-330-8774
Administration, File

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

MAURA HEALEY
ATTORNEY GENERAL

(617) 727-2200
(617) 727-4765 TTY
www.mass.gov/ago

September 24, 2019

Ronald Alexander
P.O. Box 81003
Wellesley, MA 02481

RE: Open Meeting Law Complaint

Dear Mr. Alexander:

Thank you for contacting the Attorney General's Office. On September 18, 2019, we received your two (2) Open Meeting Law complaints, which were originally received by the Natick Board of Selectmen on or about June 20, 2019. We will review your complaints and will contact you in the event that we require additional information. We will issue a determination following our Office's review. If our determination finds a violation of the Open Meeting Law, we may order any of the remedies provided in G.L. c. 30A, § 23(c). Our office may also decline to review your complaints, if we find that they were untimely filed or that they do not contain allegations within the scope of the Open Meeting Law.

For additional information on the Open Meeting Law and the complaint process, please visit our website at www.mass.gov/ago/openmeeting. Please do not hesitate to contact the Division of Open Government with any further questions.

Sincerely,

Mira Netsky

Mira Netsky
Paralegal
Division of Open Government

cc: Karis L. North, Esq., Murphy, Hesse, Toomey & Lehane, LLP
Natick Board of Selectmen

The Commonwealth of Massachusetts
MASSACHUSETTS SENATE
OFFICE OF THE PRESIDENT

SENATOR KAREN E. SPILKA
PRESIDENT
Second Middlesex and Norfolk District

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BOSTON, MA 02133-1053
(617) 722-1500
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WWW.MASENATE.GOV

September 20, 2019

Melissa Malone
Natick Town Hall
13 East Central Street, 2nd Floor
Natick, MA 01760

Dear Melissa,

Each fall, I am honored to host the Senior Health and Wellness Fair. I hope you will join me at the 2019 fair which will be held on **Saturday, October 12, 2019** from **9:00am-1:30pm** at the **Joseph P. Keefe Technical High School** (750 Winter Street) in Framingham.

The purpose of the Senior Health and Wellness Fair is to give MetroWest seniors an opportunity to learn new information, ask important questions, and have a fun day out. This year's fair will feature presentations on scam and fraud prevention, fall prevention, and navigating Medicare. There will also be a number of booths with information on topics ranging from healthcare and benefits for veterans to new medical technologies.

I would appreciate it if you could post the enclosed Senior Fair flyers and forms in town hall.

I look forward to seeing you at the fair. If you have any questions about the fair, please do not hesitate to email David Hock, David.hock@masenate.gov and Puja Mehta, Puja.mehta@masenate.gov or call them at (617) 722-1500.

Warm Regards,

Karen E. Spilka

Senate President Karen Spilka
Second Middlesex and Norfolk