

The TOWN OF NORWOOD

Commonwealth of Massachusetts

FINANCE COMMISSION

JOHN W. HAYES
JUDITH A. LANGONE

JOSEPH P. GREELEY
CHAIRMAN

ANNE MARIE HALEY
ALAN D. SLATER

FINANCE COMMISSION MEETING

Meeting, Tuesday, August 30, 2016 at 5:30 pm in the Robert M. Thornton Room, Town Hall, 566 Washington Street, Norwood, MA. James Hayden, Superintendent is an invited guest.

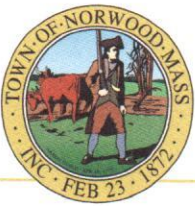
AGENDA

- 5:35 pm Approval of Minutes of Thursday, July 7, 2016
- 5:35 pm Update on FY17 School Budget – Loss of Kindergarten grant funding
- 5:50 pm Review Moderna TIF and update on lease status with Campanelli
- 6:00 pm Review status of TIF's already in force
- 6:10 pm Reorganization of Finance Commission Officers
- 6:15 pm Other business

RESERVE FUND

Reserve Fund ATM Appropriation for Fiscal 2017:	\$125,000.00
Fiscal 2017 transfers to-date	<u>0.00</u>
Balance prior to this meeting	<u>\$125,000.00</u>

Agenda times are approximate



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FINANCE COMMISSION MEETING

Thursday, July 7, 2016

MINUTES OF MEETING

A meeting of the Finance Commission was held at 5:30 pm, Thursday, July 7, 2016 in the Robert M. Thornton Room, Town Hall. Attending the meeting were members Joseph Greeley, Chairman, John Hayes, Judy Langone and Alan Slater supported by Tom McQuaid, Clerk to the Finance Commission. John Carroll, General Manager and Cathy Carney, Purchasing Manager also participated in the meeting.

On a motion by Mr. Slater, seconded by Mrs. Langone the minutes of June 16, 2016 were **Voted 3-0 with Mr. Hayes abstaining.** Mr. Hayes was not present for the June 16, 2016 meeting.

Mr. McQuaid presented a list of requests for Municipal Relief. Mr. Carroll and Mrs. Carney presented management's position on each of the items.

The 7th **Municipal Relief Transfer request of the year** relates to Medicare. This payroll-related expense is a little difficult to pinpoint at the beginning of the year as teachers have the option for lump sum payment of wages for the summer to be paid in June. After some discussion, on a motion by Mr. Slater, seconded by Mrs. Langone, it was **Voted Unanimously** to approve the following transfer:

To: Medicare	\$20,000	
From: Interest on debt		\$20,000

Item #8 was a request to cover termination payments upon a retirement. While most funds were covered, there was a \$5,000 shortfall in the salary account. On a motion by Mrs. Langone, seconded by Mr. Slater it was **Voted Unanimously** to approve the following transfer:

To: Cemetery Salaries	\$5,000	
From: DPW Wages		\$5,000

Item #9 was to cover a shortfall in Firefighter Salaries. On a motion by Mr. Hayes, seconded by Mr. Slater it was ***Voted Unanimously*** to approve the following transfer:

To: Fire Personal Services	\$700	
From: Fire Holiday Pay		\$700

Item #10 is related to on-duty injuries to police. Mr. Carroll explained that by law Police and Fire are not eligible for workers compensation benefits so any injuries are paid from Town funds. On a motion by Mr. Slater, seconded by Mrs. Langone it was ***Voted Unanimously*** to approve the following transfer:

To: Police Incidentals – Medical	\$40,000	
From: Police Salaries – Paid Holidays		\$40,000

Item #11 is related to covering Conservation Salaries. On a motion by Mr. Slater, seconded by Mrs. Langone it was ***Voted Unanimously*** to approve the following transfer:

To: Conservation Salaries	\$884	
From: Conservation Property Maintenance		\$884

Item #12 relates to activity by Town Counsel. Mrs. Carney explained the breakdown of cases that caused the overrun. Mr. Carroll stated that a federal judge dismissed 11 of 12 charges in the BEH case against the Airport Commission. The case is ongoing.

Mrs. Langone pointed out that since interest is a shared cost it is not the best source for a general government expense. She asked that in the future general government sources be scoured as a source for such a transfer. On a motion by Mr. Hayes, seconded by Mr. Slater it was ***Voted Unanimously*** to approve the following transfer:

To: Town Counsel Litigation	\$27,300	
From: Interest on indebtedness		\$27,300

Item #13 corrects a small shortfall in Computer Salaries.

On a motion by Mrs. Langone, seconded by Mr. Slater it was ***Voted Unanimously*** to approve the following transfer:

To: Computer Salaries	\$30	
From: Computer Training		\$30

Item #14 addresses a shortfall in incidentals for the Animal Control Officer. On a motion by Mr. Slater, seconded by Mrs. Langone it was ***Voted Unanimously*** to approve the following transfer:

To: Animal Supplies	\$70	
From: Animal Control Salaries		\$70

Item #15 relates to a shortfall in Airport Salaries. On a motion by Mrs. Langone, seconded by Mr. Slater it was ***Voted Unanimously*** to approve the following transfer:

To: Airport Salaries	\$375	
From: Airport Incidentals – Repairs		\$375

There being no other business, the meeting adjourned at 6:58 pm.

A True Copy

Attest: _____
Thomas J. McQuaid, CPA, Clerk-Finance Commission



NORWOOD SCHOOL COMMITTEE



JAMES F. GORMLEY, *CHAIR*

MYEV A. BODENHOFER
LISA M. IGOE
PATRICK J. MCDONOUGH
MICHELE EYSIE MULLEN

Date: August 17, 2016

To: Finance Commission Members
Thomas J. McQuaid, Town Clerk & Accountant

From: James Gormley, School Committee Chairman
James Hayden, Superintendent of Schools *JGH*

Re: Changes to FY17 School Budget

Two events or variances, one negative and one positive, have come to our attention as the Commonwealth of Massachusetts FY17 Budget was passed on July 1, 2016.

We were recently notified by the Massachusetts Department of Elementary and Secondary Education that the Quality Full Day Kindergarten Grant Fund Code 701 was not funded in this year's FY17 State Budget and was not reinstated in final days of the Legislative Session. That \$114,360 grant allowed the School Department to fund five (5) kindergarten paraprofessional salaries. Due to class size and the need for bus supervision of our kindergarten students on a daily basis these positions cannot be eliminated and must be funded for the upcoming school year. The timing of this reduction leaves us with limited options for making up this significant change to our financial profile.

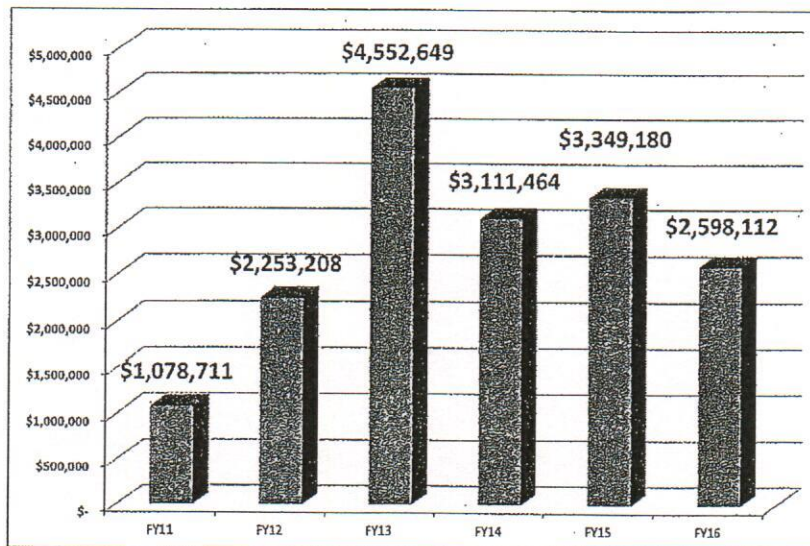
There is a solution in the form of increased local aid through the Chapter 70 distribution which is \$199,776 above the Town Meeting budget estimate. Total Cherry Sheet aid (Blue Book TM 8-03) was projected to be \$10,588,668 and the final State budget lists Norwood's aid to be \$10,788,444. A 55% share of this difference would represent \$109,877 and allow the School Department to carry forward the plans they have made for the students and not have to announce significant budget reductions before the school year begins.

We request that School Department's share of the increased Chapter 70 aid be added to P0711-17 Tutor-Aides account for the upcoming school year.

**TOWN OF NORWOOD
STATE CHERRY SHEET AID DETAILS
FY2017**

State Aid Category	FY12 Actual	FY13 Actual	FY14 Actual	FY15 Actual	FY16 Actual	FY17 Estimate
CSI C-13 AID TO VETS, BLIND	\$ 229,014	\$ 207,572	\$ 219,828	\$ 210,211	\$ 228,256	\$ 223,359
CSI-SCHOOL LUNCH	23,020	22,953	23,359	23,171	-	-
CSI-CHARTER SCHOOL ASSESSMENT	52,534	32,913	78,691	16,074	40,883	38,242
CSI A-1: SCHOOL AID CH.70	4,808,800	5,111,751	5,372,189	5,663,726	5,751,026	5,820,426
CSI A-2: UNRESTRICTED GEN GOVT	3,649,810	3,934,274	4,027,272	4,138,956	4,287,958	4,472,340
CSI STATE AID TO LIBRARIES	27,004	27,287	27,820	36,795	35,565	34,301
TOTAL STATE CHERRY SHEET A	\$ 8,790,182	\$ 9,336,750	\$ 9,749,159	\$ 10,088,933	\$ 10,343,688	\$ 10,588,668
	(-3.3%)	106.2%	104.4%	103.5%	102.5%	102.4%

**TOWN OF NORWOOD
HISTORY OF CERTIFIED FREE CASH
AT BEGINNING OF FISCAL YEAR**



**FY2017 Local Aid Estimates
Norwood**

	FY2016 Cherry Sheet Estimate	FY2017 Governor's Budget Proposal	FY2017 House Budget Proposal	FY2017 SWM Budget Proposal	FY2017 Conference Committee
Education:					
Chapter 70	5,751,026	5,820,426	5,941,876	5,941,876	5,941,876
School Transportation	0	0	0	0	0
Charter Tuition Reimbursement	40,883	38,242	92,621	97,588	113,318
Smart Growth School Reimbursement	0	0	0	0	0
Offset Receipts:					
School Choice Receiving Tuition	0	0	0	0	0
Sub-total, All Education Items:	5,791,909	5,858,668	6,034,497	6,039,464	6,055,194
General Government:					
Unrestricted Gen Gov't Aid	4,287,958	4,472,340	4,472,340	4,472,340	4,472,340
Local Sh of Racing Taxes	0	0	0	0	0
Regional Public Libraries	0	0	0	0	0
Urban Revitalization	0	0	0	0	0
Veterans Benefits	121,705	121,705	124,955	124,955	124,955
State Owned Land	0	0	0	0	0
Exemp: VBS and Elderly	106,551	101,654	101,654	101,654	101,654
Offset Receipts:					
Public Libraries	35,565	34,301	34,301	34,301	34,301
Sub-Total, All General Government	4,551,779	4,730,000	4,733,250	4,733,250	4,733,250
Total Estimated Receipts	10,343,688	10,588,668	10,767,747	10,772,714	10,788,444

Norwood Public Schools
Average Class Size
Elementary Schools

Grade	15-16	16-17*
K	22	22
1	18	17.63
2	17.6	22.25
3	20	17.67
4	20.8	21.17
5	22.5	21.5
Total	1612	1604

Secondary Enrollment

Grade	15-16	16-17*
6	255	270
7	247	254
8	249	245
Total	751	769
9	220	251
10	233	225
11	245	230
12	270	241
Total	968	947

*Projections for upcoming school year
 Registrations will take place in late
 August and early September

SPECIAL ED & STUDENT SERVICES

Proposed Budget

FY 2017

Department #618

Account Key and Description		FY 2014 Actual	FY 2015 Actual	FY 2016 Budget	FY 2017 Requested
P1397	SCH SPED - INSTR SUP/TEXTBK <i>Testing Supplies (WISC, GORT, WJ, BRIEF, CELF, BASC, CONNORS, WIAT)</i> <i>LBLD redaing supplies</i> <i>ABA supplies</i> <i>Willett Parent Inventories</i> <i>Student Services Supplies</i> <i>PACS, LEAD, PLC classroom reimbursement</i>	22,864	23,904	25,000	22,600 13,000 5,000 1,000 1,400 1,000 1,200
P1439	SCH SPED - MEDICAL FEES <i>North East Vision and Orientation</i> <i>Maxim (Required Monitor)</i> <i>Perkins (Evaluations)</i> <i>Easter Seals (Evaluations)</i> <i>May Institute (Home Services)</i> <i>The Education Collaborative (Evaluations)</i> <i>Communicative Health</i> <i>Clarke School for the Deaf (Consulting fee)</i> <i>Independent Evaluations</i>	168,807	137,550	166,000	128,600 22,000 33,600 8,000 3,000 25,000 5,000 5,000 12,000 15,000
P1440	SCH SPED - TUITIONS <i>Tuitions projected from FY 16 with 3% increase</i> <i>Circuit Breaker Estimated Reimbursement Offset</i>	1,981,242	3,030,976	3,041,456	3,439,959 4,639,959 -1,200,000
P1451	SCH SPED - EQUIP. REP AND REP <i>FM systems and maintance</i> <i>IPADS, chrome books</i> <i>Apps for technology</i>	13,042	9,936	20,000	20,000 8,000 10,000 2,000
P1550	SCH SPED - POSTAGE <i>Mailing IEPSS, Student Services, and all Correspondence</i>	3,640	3,656	4,000	4,000
I 6180	SPECIAL ED & STUDENT SERVICES	2,189,595	3,206,022	3,256,456	3,615,159
618	SPECIAL ED & STUDENT SERVICES	2,189,595	3,206,022	3,256,456	3,615,159

Sped Tuitions 15-16

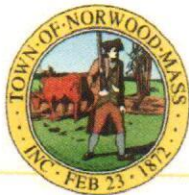
8/17/2016

51	Crossroads	226	\$459.26	103,792.76	16,687.37
52	Charms	180	\$357.66	64,379.10	
53	May Institute	242	\$388.77	94,082.54	
54	Tec Newton	180	\$120.03	21,606.00	
55	Tec Newton	180	\$120.03	21,606.00	
56	Tec Newton	180	\$120.03	21,606.00	
57	Tec Newton	180	\$120.03	21,606.00	
58	Tec Newton	180	\$120.03	21,606.00	
	Mass Hosp 1:1			4,411.50	
	Total Tuitions			5,057,156.80	300,000.00
	Prepaid Tuitions			300,000.00	
	projected FY17			4,757,156.80	

Town Meeting Projection

- 4,639,959

\$117,197



The TOWN OF NORWOOD

Commonwealth of Massachusetts

TOWN CLERK AND ACCOUNTANT

THOMAS J. MCQUAID, CPA

ASST. TOWN ACCOUNTANT

LINDA A. LARIDIS

ASST. TOWN CLERK

MARY LOU FOLAN

July 12, 2016

Joseph Greeley, Chairman
Norwood Finance Commission
566 Washington Street
Norwood, MA 02062

Dear Joe,

Today the Finance Commission received a letter from Superintendent Hayden requesting additional funds for the Fiscal 2017 School Budget.

When the Governor cut funding for Kindergartens across the Commonwealth, the loss of the grant to Norwood Schools was \$114,000.

Superintendent Hayden also pointed out that State Aid exceeded budgeted amounts by \$199,776. If we had known the actual amount of State Aid at the time of preparation of the budget, the Schools would have received 55% of the \$199,776 or \$109,877.

Our first opportunity to provide funding for the Schools is at the next Town Meeting which typically occurs in November. The Superintendent is asking for a vote of the Finance Commission to support such article at Town Meeting in the Fall. The source of funding in the Fall will be Free Cash.

The whole \$199,776 will end up as surplus at the end of Fiscal 2017 and will flow to Free Cash. It is important that the Finance Commission vote on this soon so that the Superintendent has time to take any actions required.

Sincerely,

Thomas J. McQuaid, CPA
Clerk to the Finance Commission

*This is the original
REQUEST SENT WITH
THE EARLY AGENDA
IN JULY / Tjm*



NORWOOD SCHOOL COMMITTEE



JAMES F. GORMLEY, *CHAIR*

MYEV A. BODENHOFER

LISA M. IGOE

PATRICK J. MCDONOUGH

MICHELE EYSIE MULLEN

Date: July 13, 2016

To: Finance Commission Members
Thomas J. McQuaid, Town Clerk & Accountant

From: James Gormley, School Committee Chairman
James Hayden, Superintendent of Schools *JGH*

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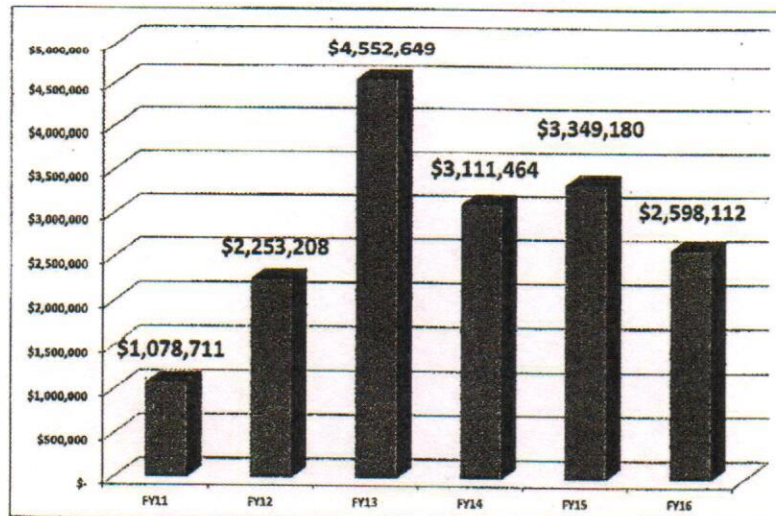
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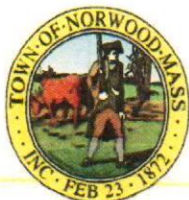


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*FY2017
STATE BUDGET*

BUDGET



The TOWN OF NORWOOD

Commonwealth of Massachusetts

July 21, 2016

Allan Howard, Chairman
Board of Selectmen
566 Washington Street
Norwood, MA 02062

TOWN CLERK AND ACCOUNTANT

THOMAS J. McQUAID, CPA

ASST. TOWN ACCOUNTANT

LINDA A. LARIDIS

ASST. TOWN CLERK

MARY LOU FOLAN

Dear Mr. Howard,

I have reviewed the proposed Tax Increment Financing Agreement (TIF) between The Town of Norwood, Moderna Therapeutics, Inc. and Campanelli-TrigateNorwood Upland, LLC.

My understanding is that the property has sat idle for several years and portion related to the potential TIF currently generates \$277,888 annually in real estate taxes and \$-0- in Personal Property Taxes.

Approximately 100 people will staff the facility in its initial stage with approximately 120 to follow as the Company expands its operations. Having come from the biomedical research sector I can attest that the average salary will be well above averages for the Commonwealth and the Town of Norwood. In addition to net real estate and property tax gains noted in the agreement, a great deal of positive ancillary economic effect will be felt in the form of local purchase of food, clothing and restaurant patronage. This will help local business in Norwood and add to our overall tax collection in the form of additional local meals taxes.

I have illustrated the direct effect of the TIF to the Town in the attached table. Compared to the property's current condition and occupancy, the Town can expect to benefit in the following ways over a 15 year period:

	<u>Each Year</u>	<u>15 Year total</u>
Incremental Real Estate Tax (Year 1-10)	\$253,237	
Incremental Real Estate Tax (Year 11-15)	\$422,062	\$4,642,680
Incremental Personal Prop Tax (Years 1-10)	\$130,260	
Incremental Personal Prop Tax (Years 11-15)	\$217,100	\$2,388,100
Total		<u>\$7,030,780</u>

Of course, with annual tax levy increases of 2.5%, greater savings can be expected.

Based upon my analysis, I recommend strongly that the Town of Norwood enters into this TIF agreement.

Sincerely,

Thomas J. McQuaid, CPA
Town Clerk & Accountant

10 year Norwood Tax Increment Financing (TIF) Proposal Assumptions This Presentation Highlights the Benefits to the Town

Estimated Square Footage =	200,431
Base Assessed Value =	\$ 12,800,000
Incremental Assessed Value =	\$ 19,440,900
New Market Assessed Value =	\$ 32,240,900
Estimated Annual Base Tax Payment =	\$ 277,888
Estimated Personal Property Value =	\$ 10,000,000
FY16 Tax Rate per \$1000 =	\$ 21.71
Estimated Personal Property Tax =	\$ 217,100
TIF Incremental Annual Tax =	\$ 422,062

Year	MODERNA BENEFIT				TOWN BENEFIT			
	Estimated TIF Savings to Company		Estimated PP Savings to Company		Incremental Effects		Totals	
	Estimated Savings to Company	TIF Savings to Company	Estimated Savings to Company	PP Savings to Company	Estimated Incremental Tax w/TIF to Town	Estimated Incremental PP Tax to Town	Total Taxes if TIF Accepted	Total Taxes if not accepted
1	168,825	168,825	86,840	86,840	253,237	130,260	661,385	277,888
2	168,825	168,825	86,840	86,840	253,237	130,260	661,385	277,888
3	168,825	168,825	86,840	86,840	253,237	130,260	661,385	277,888
4	168,825	168,825	86,840	86,840	253,237	130,260	661,385	277,888
5	168,825	168,825	86,840	86,840	253,237	130,260	661,385	277,888
6	168,825	168,825	86,840	86,840	253,237	130,260	661,385	277,888
7	168,825	168,825	86,840	86,840	253,237	130,260	661,385	277,888
8	168,825	168,825	86,840	86,840	253,237	130,260	661,385	277,888
9	168,825	168,825	86,840	86,840	253,237	130,260	661,385	277,888
10	168,825	168,825	86,840	86,840	253,237	130,260	661,385	277,888
11	-	-	-	-	422,062	217,100	917,050	277,888
12	-	-	-	-	422,062	217,100	917,050	277,888
13	-	-	-	-	422,062	217,100	917,050	277,888
14	-	-	-	-	422,062	217,100	917,050	277,888
15	-	-	-	-	422,062	217,100	917,050	277,888
TOTAL:	1,688,250	1,688,250	868,400	868,400	4,642,680	2,388,100	11,199,100	4,168,320

Projected assessed values shown are estimated, actual assessed values to be determined by local Assessor
Assumptions based on no annual inflation factor increase in assessed property values or tax rate
Actual property values or tax rate may change

TAX INCREMENT FINANCING AGREEMENT
(Alternatively, the "Agreement")
BETWEEN

THE TOWN OF NORWOOD
(Alternatively, the "Town")

MODERNA THERAPEUTICS, INC.
(Alternatively, the "Company")

AND

CAMPANELLI-TRIGATENORWOOD UPLAND, LLC
(Alternatively, the "Property Owner")

DRAFT

This **AGREEMENT** is made as of this _____ day of _____ 2016 by and between the Town, the Company and the Property Owner.

WHEREAS the Company is a Delaware corporation having its principal office at 320 Bent Street, Cambridge, MA 02139 and is authorized to do business in Massachusetts; and

WHEREAS the Property Owner is a limited liability company authorized to do business in Massachusetts and with an office c/o Campanelli Companies, One Campanelli Drive, Braintree, MA 02185; and

WHEREAS the Town is a Massachusetts municipal corporation acting through its Board of Selectmen, having its principal office at 566 Washington Street, Norwood, MA 02062; and

WHEREAS the Property Owner owns the building which is located on a portion of Norwood's Town Assessors Map 14, Sheet 2, Lot 7B, such portion being shown as Lot 2A (hereinafter the "Property") and which Property is shown as Lot 2A on the plan entitled "Campanelli-Trigate Norwood Upland, LLC 100 Tech Drive Norwood, Massachusetts Approval Not Required Plan" attached to this Agreement and fully made a part hereof; and

WHEREAS the Property Owner currently owns an estimated 294,000 square foot building and intends to demolish approximately 94,000 square feet of space within the building; and

WHEREAS the Property Owner intends to lease the Property including the building thereon containing approximately 200,431 square feet to the Company in connection with the Project as defined below; and

WHEREAS the project (the "Project") is planned to result in an estimated capital investment of \$110 million, including \$80 million for hard and soft renovation costs and \$30 million for personal property for clinical research development and clinical manufacturing space for the Company at the Property; and

WHEREAS the Company plans to retain and relocate 100 full-time jobs and create 120 new, permanent full-time jobs at the Property; and

WHEREAS the Property is located within the boundaries of the Quincy Area Economic Target Area (ETA) (as that term is used in Massachusetts General Laws, Chapter 23A, Sections 3A and 3D, and referred to below as the "ETA"); and

WHEREAS the Company intends to apply for status as a Local Incentive-Only Project under the Massachusetts Economic Development Incentive Program ("EDIP"); and

WHEREAS the Town strongly supports increased economic development to provide additional jobs, expand business within the Town, and to develop a healthy economy and stronger tax base;

WHEREAS, on _____, the Norwood Board of Selectmen recommended approval of this TIF Agreement to Norwood Town Meeting;

WHEREAS, on _____ 2016, Norwood Town Meeting voted to approve this Agreement; and

WHEREAS, the Project is subject to approval by the Massachusetts Economic Assistance Coordinating Council ("EACC") of the Company's application for the Project and this Agreement;

Now, **THEREFORE**, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

THE TOWN'S OBLIGATIONS

1. A Tax Increment Financing ("TIF") exemption (the "Exemption") is hereby granted to the Company by the Town in accordance with Chapter 23A, Section 3E; Chapter 40, Section 59, and Chapter 59, Section 5 of the Massachusetts General Laws. The Exemption shall be for a period of ten (10) years (the "Exemption Term"), commencing in the fiscal year following the date that the Project is placed into service (i.e., pursuant to a certificate of occupancy; hereinafter referred to as the "Start Date"), and shall provide an exemption from real estate taxation of the new incremental value of the Property solely resulting from the Project as follows:

Year	Exemption Percentage
Year 1	40%
Year 2	40%
Year 3	40%
Year 4	40%
Year 5	40%
Year 6	40%
Year 7	40%
Year 8	40%
Year 9	40%
Year 10	40%

2. The base valuation shall be the assessed value of the Property for the fiscal year prior to the fiscal year beginning July 1st in which the Property first becomes eligible under 760 CMR 22.05(4) for exemption pursuant to this Agreement.
3. The base valuation shall be adjusted annually by an adjustment factor, which reflects increased commercial and industrial property values within the community, as provided in Chapter 40, Section 59 of the Massachusetts General Laws and 760 CMR 22.05 (4)(b).
4. The parties agree that there shall be a municipal personal property tax exemption on all personal property located at the Property for each year of the Exemption Term under the same terms and exemption percentages under Paragraph 1 of this section pursuant to Massachusetts General Laws, Chapter 59, Section 5, Clause 51.
5. The Town grants the Exemption to the Company in consideration of, and commitment by, the Property Owner and the Company to the obligations set forth below, which constitute the material representations of the parties that serve as the basis for the descriptions contained in this TIF Agreement in accordance with M.G.L. c. 40, § 59(ii) and (v).

THE COMPANY'S OBLIGATIONS

1. The Company plans to lease from the Property Owner and occupy an estimated 200,431 square foot building on the Property for clinical development and clinical manufacturing space.
2. The Company shall relocate and retain 100 full-time jobs and create 120 new, permanent, full-time jobs as defined by 402 CMR 2.03 at the Property over the first five (5) years after the Start Date.
3. The Company plans to invest an estimated \$86 million in the Project, including \$56 million for hard and soft building renovations and \$30 million for personal property. The Property Owner plans to invest an estimated \$24 million for Tenant Improvement costs associated with the Project and to be recovered by the Property Owner through the lease arrangement.
4. The Company's job retention and creation plans are outlined in the Employment & Job Creation section of the Local Incentive-Only Application submitted to the Town in connection with the Company's request for a TIF exemption (the "Application"), which is incorporated herein by reference and fully made a part hereof.
5. The Company shall submit annual reports on job retention, job creation, new investments and incentive benefits at the Property to the Massachusetts Economic Assistance Coordinating Council ("EACC") through the state's on-line portal for each year of the Application designation and on a cumulative basis.
6. If the Company fails to meet the obligations specified in Paragraphs 1, 2, 3, 4, and/or 5 of this Section, including but not limited to maintaining a lease at the Property or otherwise occupying the Property, the Town, acting by and through its Board of Selectmen, may take action to notify the EACC and/or request decertification of the Project by the EACC. Prior to taking any action to request decertification of the Project by the EACC, the Town shall give written notice of the alleged default to the Company and provide an opportunity for the Company to meet with the Town officials to discuss a remedy for the alleged default. The Company shall have thirty (30) days from the receipt of such written notice to respond to the Town regarding any alleged default and one hundred and twenty (120) days from the receipt of such written notice to remedy such alleged default, or, with respect to alleged defaults which cannot be remedied within such one hundred and twenty (120) day period, within such additional period of time as is required to reasonably remedy such alleged default, provided the Company exercises due diligence in the remedying of such alleged default. If the Project is decertified, the Town shall discontinue the Tax Increment Financing Exemption benefits provided to the Company prospectively, commencing with the first fiscal year in which the Project is decertified, or if such benefits have already been received by the Company for the fiscal year in which the Project has been decertified, commencing as of the fiscal year immediately following that fiscal year.
7. If the Company plans to move from the Property, the Town shall be given thirty (30) days advance written notice, to the attention of its Board of Selectmen. Any such move shall be governed by the terms of Section 6 above.

THE PROPERTY OWNER'S OBLIGATIONS

1. The Property Owner plans to enter into a lease with the Company to lease the Property including the building thereon containing an estimated 200,431 square foot building on the Property to the Company.
2. The Property Owner shall pass on all real estate tax savings resulting from this Agreement to the Company. The Property Owner will not benefit from any financial savings as a result of the Agreement.

OTHER CONSIDERATIONS

1. The Parties agree that this Agreement shall not be submitted to the EACC for approval unless a lease is entered into between the Company and the Property Owner no later than November 15, 2016.
2. Pursuant to 760 CMR 22.05(8)(d), this Agreement shall be binding upon the Company and the Property Owner, their respective successors and assigns, and subsequent owners of the Property, provided, however, that if the Company no longer occupies the Property, any subsequent tenant of the Property shall not be entitled to any Exemption under this Agreement (but may enter into a new mutually agreeable TIF Agreement with the Town and the Property Owner).
3. The matters described above as obligations of the Company are only conditions to the eligibility for tax exemptions under this Agreement. The Town's sole remedy for failure by the Company to satisfy any of its respective obligations and conditions are set forth in Paragraph 6 of the Company's Obligations section of this Agreement.
4. This Agreement is subject to Massachusetts General Laws Chapter 23A, Section 3A-3F inclusive, Chapter 40, Section 59, and Chapter 59, Section 5, cl. 51, 760 CMR 22.00, and any other applicable statutes and regulations, all of which are incorporated herein in their entirety by reference.
5. Should any provision of the Agreement be declared or determined by a court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of the Agreement.
6. The time within which the Company shall be required to perform any of the respective acts or obligations under this Agreement shall be extended to the extent that the performance of such acts or obligations shall be delayed by a Force Majeure Event and only for so long as said Force Majeure Event has continued. A Force Majeure Event means any supervening events or occurrences, such as acts of God, earthquakes, fire, acts of terrorism, war, labor disputes, delays or restrictions by government bodies, or other causes that are beyond the reasonable control of the Company.
7. This Agreement is expressly subject to and conditioned upon approval of the Town Meeting and approval of the Project as a Certified Project by the EACC (including certification of this Agreement as an approved Tax Incremental Financing Agreement under M.G.L. c. 40, § 59(vii)). In the event that the Town Meeting does not approve this Agreement, the EACC does not approve the Project, or the EACC decertifies the Project, this Agreement shall be immediately deemed null and void, with no further recourse by either party.
8. All terms not otherwise defined herein shall have their definitions as appearing under M.G.L. c. 23A, § 3A.
9. This Agreement contains the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, communications and understandings, whether written or oral, with respect to the subject matter hereof. Each party represents and warrants that, in executing this Agreement, it has not relied and does not rely upon any representation or statement outside this written Agreement made by the other party.
10. This Agreement is and always will be deemed to have been made and entered into in the Commonwealth of Massachusetts, and it and the legal relations between the parties shall in all respects be subject to, interpreted, enforced and governed under the laws of said Commonwealth without giving effect to the conflicts of laws of provisions thereof.

11. The parties further agree that the terms and conditions of this Agreement shall be construed as a whole, according to their fair meaning, and that this Agreement shall not be strictly construed against any party.
12. The paragraph headings in this Agreement are for reference purposes only, and shall not be deemed to affect the substantive meaning or interpretation of this Agreement.
13. This Agreement may be executed in any number of counterparts, each of which counterparts, when executed and delivered, shall be deemed to be an original.
14. Each term of this Agreement is contractual and not merely a recital.
15. The undersigned signatories do hereby represent and warrant that they are duly authorized to enter into, execute and deliver this Agreement.
16. The Parties will execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this Agreement.

WITNESSETH the execution and delivery of this Agreement by the Town, the Company and the Property Owner as an instrument under seal as of the date first above written.

AGREED TO:

Moderna Therapeutics, Inc.

By: _____

Name: _____

Title: _____

Date of Signature

Town of Norwood

Printed Name: Allan Howard
Title: Chair, Board of Selectmen

Printed Name: Thomas Maloney
Title: Member, Board of Selectmen

Printed Name: Helen Abdallah Donohue
Title: Member, Board of Selectmen

Printed Name: William Plasko
Title: Member, Board of Selectmen

Printed Name: Paul Bishop
Title: Member, Board of Selectmen

Date of Signature

CAMPANELLI-TRIGATE NORWOOD UPLAND, LLC

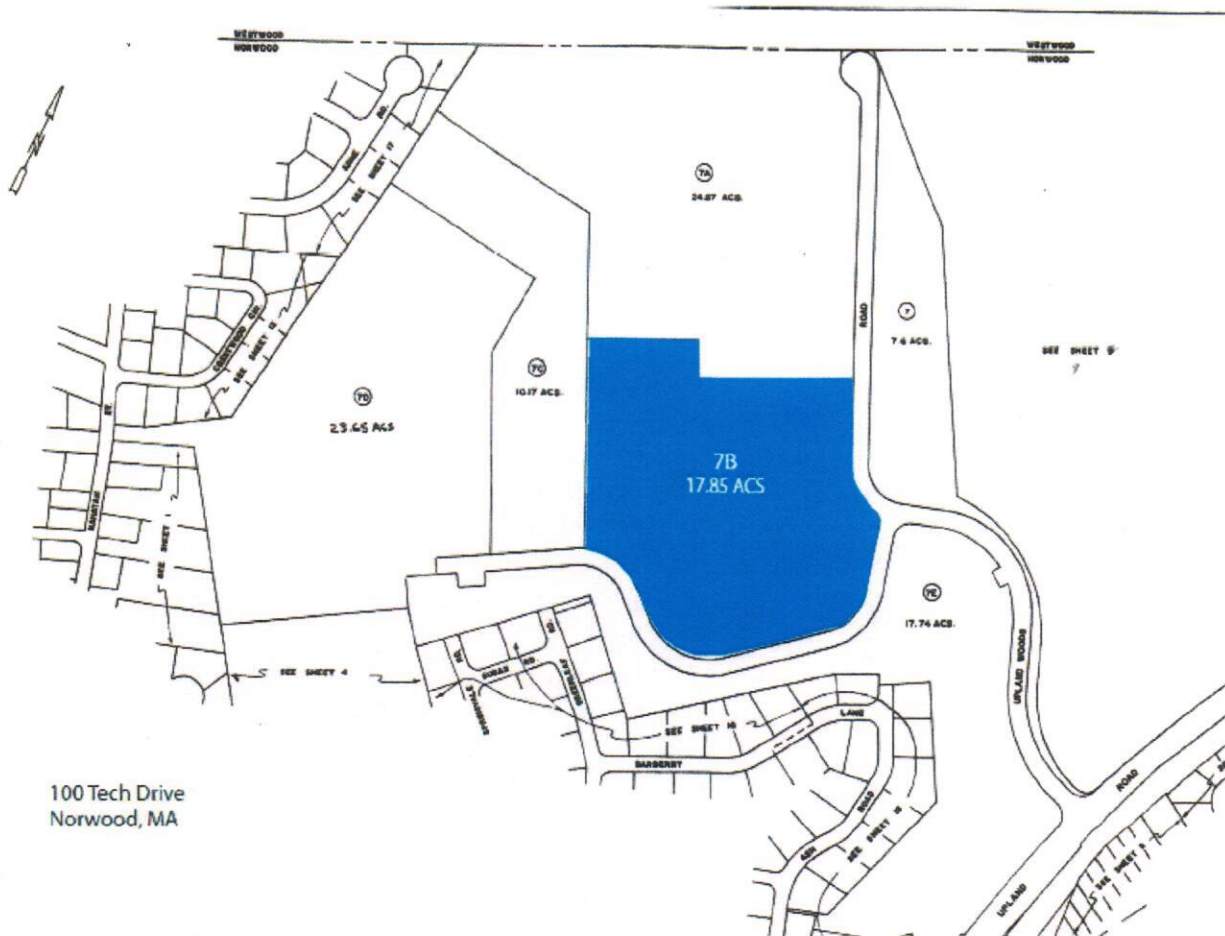
By: _____

Name: _____

Title: _____

Date of Signature

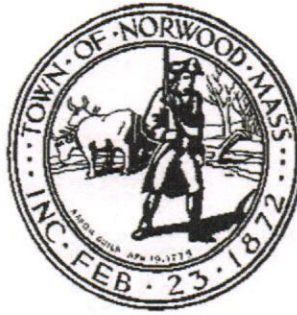
NORWOOD ASSESSOR'S MAP



100 Tech Drive
Norwood, MA

Norwood Planning Board

Debbie Holmwood, Chair
Ernie Paciorkowski, Vice Chairman
Joseph F. Sheehan
Alfred P. Porro
Paul J. Donohue



Paul Halkiotis, AICP

Director of Community
Planning and Economic
Development

Memorandum

From: Paul Halkiotis, Director of Community Planning & Economic Development

To: Economic Development Committee

RE: TIF Status Report

Date: June 13, 2016

The following information is a status report on the Town's Tax Increment Financing (TIF) agreements. The last status report on the Town's TIF's was done in April 2013. This information was compiled from the FY 15 Annual Reports that were submitted to MOBD on 6/30/15.

1. Absolute Metal Finishing

TIF Approval Date – 3/30/11

Job Creation – As of 12/31/15 they have a total of 39 employees. They have created 14 new jobs, they committed to create 5 new jobs. They have created 9 more jobs than they committed to create. Four employees live in Norwood.

Project Investment – They pledged to invest \$ 2,550,000. To date they have invested \$ 2,770,905. They have invested \$220,905 more than they agreed to invest.

Status – GOOD

2. Applied Plastics

TIF Approval Date – 6/26/13

Job Creation – As of 12/31/15 they have a total of 34 employees. They committed to create 10 new jobs, they have only created 4. They have created 6 fewer jobs than they committed to create. Four employees live in Norwood.

Project Investment – They pledged to invest \$2,500,000. To date they have invested \$ 4,392,656. They have invested \$1,892,656 more than they agreed to invest.

Status – MIXED

Recommendation – If their FY2016 Annual Report shows that they continue to underperform on job creation, the Economic Development Committee should meet with the company representatives to discuss the issue.

3. Factory Mutual

TIF Approval Date – 3/27/12

Job Creation – As of 12/31/15 they have a total of 598 employees. They have lost 31 jobs at the subject property since the TIF was approved. They committed to create 20 new jobs. They have created 51 fewer jobs at that location than they committed to create. Four employees live in Norwood.

Project Investment – They pledged to invest \$40,000,000. To date they have invested \$50,661. They have invested \$39,949,339 less than what they had committed to invest.

Status – POOR

Note – On 8/19/15 the EDC met with a representative of Factory Mutual to discuss the issues with their TIF. Atty. Kevin Gammons, corporate counsel said that some employees had been transferred to RI but they were in the process of hiring more people in Norwood. On 6/6/16 the Planning Board approved a project for FM Global that involves demolishing a building and construction of a new building with an estimated cost of \$12,000,000. During the Planning Board's public hearing, representatives for FM Global were asked if they had plans for future development on the property. They said no, not at this time.

Recommendation –

If their FY2016 Annual Report shows that they continue to underperform on job creation and building investment, the Economic Development Committee should consider rescinding the TIF.

4. Mystic Scenic Studios

TIF Approval Date – 5/25/04

Job Creation – As of 6/30/15 they have a total of 103 employees. They have created 73 more jobs than they committed to create. Twenty-two employees live in Norwood.

Project Investment – They pledged to invest \$1,000,000. To date they have invested \$4,478,154. They have invested \$3,478,154 more than what they had committed to invest.

Status – GOOD

5. Norwood Hospitality LLC – Hampton Inn

TIF Approval Date – 5/25/06

Job Creation – As of 6/30/15 they have a total of 49 employees. They have created 33 more jobs than they committed to create. Nineteen employees live in Norwood.

Project Investment – They pledged to invest \$13,390,000. To date they have invested \$17,754,136. They have invested \$4,364,136 more than what they had committed to invest.

Status – GOOD

6. Steel Art

TIF Approval Date – 6/26/12

Job Creation – As of 12/31/15 they have a total of 106 employees. They have created 43 new jobs, 31 more jobs than they committed to create. Fifteen employees live in Norwood.

Project Investment – They pledged to invest \$3,525,000. To date they have invested \$4,815,097. They have invested \$1,290,097 more than what they had committed to invest.

Status – GOOD

7. Universal Technical Institute

TIF Approval Date – 11/30/04

Job Creation – As of 6/30/15 they have a total of 77 employees. They committed to create 150 new jobs. They have created 73 fewer jobs than they committed to create. Five employees live in Norwood.

Project Investment – They pledged to invest \$22,600,000. To date they have invested \$43,960,283. They have invested \$21,360,283 more than what they had committed to invest.

Status – MIXED

Recommendation – If their FY2016 Annual Report shows that they continue to underperform on job creation, the Economic Development Committee should meet with representatives from the school to discuss the TIF.

The following TIF's have been de-certified.

- Home Market Foods
- Bird
- Instron
- LTX

cc: Planning Board

John Carroll, General Manager

Board of Selectmen

Tim McDonough, Assessor



The TOWN OF NORWOOD

Commonwealth of Massachusetts

FINANCE COMMISSION

JOHN W. HAYES
JUDITH A. LANGONE

JOSEPH P. GREELEY
CHAIRMAN

ANNE MARIE HALEY
ALAN D. SLATER

FINANCE COMMISSION MEETING

Meeting, Monday, August 22, 2016 at 5:30 pm in the Robert M. Thornton Room, Town Hall, 566 Washington Street, Norwood, MA. James Hayden, Superintendent is an invited guest.

AGENDA

- 5:35 pm Approval of Minutes of Thursday, July 7, 2016
- 5:35 pm Update on FY17 School Budget – Loss of Kindergarten grant funding
- 5:50 pm Review Moderna TIF and update on lease status with Campanelli
- 6:00 pm Review status of TIF's already in force
- 6:10 pm Reorganization of Finance Commission Officers
- 6:15 pm Other business

RESERVE FUND

Reserve Fund ATM Appropriation for Fiscal 2017:	\$125,000.00
Fiscal 2017 transfers to-date	<u>0.00</u>
Balance prior to this meeting	<u>\$125,000.00</u>

Agenda times are approximate