

BOARD OF SELECTMEN
Edward H. Dlott Meeting Room
AGENDA
May 15, 2017
6:00 PM

Open Session Starts at 7:00 PM

EXECUTIVE SESSION

Real Property

To Conduct Strategy Sessions in Preparation for Negotiations with Nonunion Personnel or to Conduct Collective Bargaining Sessions or Contract Negotiations with Nonunion Personnel

ANNOUNCEMENTS

1. Director of Public Works: Grant to Upgrade Fluoridation Equipment

WHAT'S NEW

2. Sustainability Coordinator: Discounted Rain Barrels and National Solar Designation

CITIZEN'S CONCERNS

CONSENT AGENDA

3. Authorize Chair to Sign Letter to MassDOT Supporting Amended Construction Funding for CRT
4. Approve 2017 Springfield Police Department's Ride to Remember 9/16/17
5. Approve Road Closure Request for Block Party-Oliver Street-6/10/17
6. Approve Road Closure Request for Block Party-Reynolds Ave-5/29/17
7. Approve Farmers Market Application for Section 15F Wine License-Carr's Ciderhouse 5/20/17-10/17/17
8. Approve Request of Natick Center Cultural District to Paint Electrical Boxes
9. Ratify Chair's Decision to Approve America Needs Fatima Rosary Recital on Natick Common 5/13/17

APPOINTMENTS

10. Accept the Recommendation of the MathWorks Scholarship Committee Candidates for 2017
 - a. Sam Cohen (Due to schedule conflict, parent will attend)
 - b. Julia Shanno
11. Doug Gordon, Boston Event Specialists: Request for Food Truck Permit/Hawker & Peddler License at Natick High School Community Music Festival Fundraiser 6/10/17 with Approval Contingent Upon Inspection of Truck and Issuance of Permit by the Board of Health
Also present will be Ali Chalmers, Natick High School Student/Event Organizer, and Brian Harrigan, Natick High School Principal.
12. Minyu Chen, Charley's Philly Steaks, Inc.: Application for Common Victualer's License (Approval Conditioned Upon Receipt of Certificate of Occupancy and Board of Health Permit)
13. Continuation of Public Hearing: Change of Address from 24 Prime Parkway to 24 Superior Drive-Franchi Management Company
14. CliftonLarsenAllen, LLC
 - a. Independent Auditors' Report 6/30/16
 - b. Extension of Contract
15. Chair, Cochituate Rail Trail Advisory Committee
 - a. Special Town Meeting #1, Article 4
 - b. Route 9 CRT Bridge & Interim Use Update
16. Sustainability Coordinator
 - a. Update on Community Choice Electricity Supply Program; Authorize Town Administrator to Review Bids and Execute Contract
 - b. Municipal Vulnerability Preparedness Grant Program
 - c. SolSmart Gold Status: Referral of Zoning Bylaw Changes to Planning Board for Review & Public Hearing
17. Affordable Housing Trust: Authorization to Remove Trees in the Vicinity of 299 Bacon Street
18. Jim Fletcher, Milford Investments, LLC: Request to Waive Street Opening Moratorium at 13 Oak Knoll Road for Gas Line Installation

DISCUSSION AND DECISION

19. Review Board of Selectmen Committee Assignments
20. Board of Selectmen Office Hours Schedule
21. Special Town Meeting #1 Warrant Articles 1 & 2
22. Distribution of the 2017 BAA Funds

23. Fire Chief Screening Committee

TOWN ADMINISTRATOR NOTES

SELECTMEN'S CONCERNS

CORRESPONDENCE

Correspondence 5/15/17

Warrant Articles

* A list of Warrant Articles and text are available on the website at Natickma.gov, in the Town Clerk's Office, Selectmen's Office, Post Office, Bacon Free Library, and Morse Institute Library, and at one location in each precinct.

ITEM TITLE: Director of Public Works: Grant to Upgrade Fluoridation Equipment

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Notice of Grant Award	5/9/2017	Cover Memo
Grant Application	5/9/2017	Cover Memo



betteroralhealth.org

johnpfisherdds@gmail.com

April 12, 2017

Casey Ciapciak

Town of Natick, MA, Water and Sewer Division

75 West Street

Natick, MA 01760

RE: Grant to Upgrade Fluoridation Equipment

Dear Mr. Ciapciak

The Better Oral Health Massachusetts Coalition (BOHMAC) is pleased to inform you that your agency is being awarded funding for the application submitted for funding to upgrade fluoridation equipment. The award amount for the town of Natick is \$9,100.00.

The upgrades must be completed by June 30th 2017 and any required inspections by Department of Environmental Protection (DEP) must be completed by July 14th, 2017. The amount of the award will be reimbursed to the town upon completion of upgrades, inspection and submission of invoices to BOHMAC.

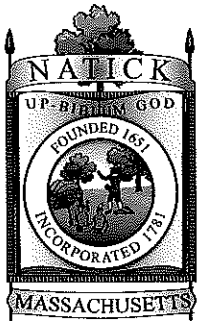
On behalf of BOHMAC, I want to thank you for your commitment to improve the health of the people of the Commonwealth. Please contact me with any questions.

Sincerely,

A handwritten signature in black ink, which appears to read 'John P. Fisher, DDS'. The signature is written in a cursive style and is positioned above the printed name.

John P. Fisher, DDS

Chair, Better Oral Health Massachusetts Coalition



TOWN OF NATICK MASSACHUSETTS

ATTN: John P Fisher, DDS
18 Hawthorne Boulevard
Salem, MA 01970

RE: BOHMAC Funding Opportunity

The Town of Natick Department of Public Works wishes to place a bid for the *Better Oral Health for Massachusetts Coalition* (BOHMAC) proposed grant. Assisting our community improve and maintain oral health, this grant would be extremely helpful and appreciated. The necessary documentation for the grant request is attached.

I, Casey Ciapciak, give authorization to file for this grant request.

Sincerely,

Casey Ciapciak
Regulatory Compliance Coordinator
Town of Natick Water/Sewer Division
Direct: 508-647-6400 x2053
Fax: 508-647-6560
cciapciak@natickma.org

PROJECT DESCRIPTION

Proposed Fluoridation Equipment Upgrade

The Town of Natick Water/Sewer Division wishes to purchase a *Hach Fluoride Analyzer with Reagents*, model CA610.

Existing Fluoride Equipment

Currently, the Town of Natick owns and operates fluoridation equipment at each of their three (3) Water treatment Plant facilities and two (2) of their water supply sites. The equipment consists of a standard fluoride saturator, chemical feed pumps and an automatic make up water system. This equipment was updated in 2013 with the conversion from fluorosilicic acid to sodium fluoride saturators.

The feed pumps are controlled by Supervisory Control and Data Acquisition (SCADA) system. The SCADA provides all DEP required safety interlocks to control the fluoride pumps on raw water pump operation.

Operators draw daily finish water samples from each site and analyze the sample for fluoride residual. The residual is recorded, if necessary adjustments are made to the injection pump stroke setting to adjust finish water residual.

Reason for Proposed Work

The reason for the grant application is to fund the purchase and installation of a fluoride analyzer at the Springvale Water Treatment Plant. The analyzer will provide the operators with a real time fluoride residual measurement for the Springvale Water Treatment Plant.

The continuous fluoride residual will provide the operators with added confidence that the fluoride residual is maintained within the optimal fluoridation range of 0.6 ppm to 0.8 ppm throughout the entire day of the station operation. The Town anticipates installing fluoride analyzers at the remaining locations should funds become available.

The fluoride residual will be displayed on the analyzer and on the SCADA computer. The SCADA computer will provide an alarm callout to the operators should the fluoride residual travel beyond the target range for fluoride residual.

The SCADA computer will also record the residual and provide a trend for the fluoride residual. The fluoride trend will allow the operators to troubleshoot any variance in the fluoride residual throughout each day. The computer will also maintain an alarm log of fluoride residuals alarm conditions, which allows the operators to review historical information to determine if the fluoride equipment requires maintenance prior to scheduled maintenance.

Description of Proposed Work

1. The work proposed under this grant application includes the purchase and installation of a continuous fluoride analyzer at the Springvale Water Treatment Plant. The equipment purchase will include one (1) fluoride analyzer.
2. The project will require work by an electrician to install power and signal cables for the analyzer.
3. Plumbing work will include installation of a PVC piping and connection to the high lift pump water main prior to the filter facility. The analyzer will be supplied with small diameter sample piping for connecting sample water to the analyzer and discharge sample water out of the analyzer.
4. Discharge water from the analyzer will be connected to the existing drain system.
5. The analyzer output signals will be sent to the existing SCADA panel
6. A SCADA system integrator will be contracted to complete the programming of the programmable logic controller (PLC) and SCADA computer to display the residual and provide the required safety interlocks and alarm reporting. The SCADA computer will also provide historical trending of the fluoride residual as an alternative to a chart recorder.
7. The SCADA computer will be utilized to populate the required Office of Oral Health (OOH) fluoride reporting forms.
8. External Engineering services by Haley and Ward, Inc will be required to oversee equipment purchase, installation, start-up and training.
9. The fluoride analyzer is not considered a substantial modification to the chemical feed facility and should not require a MassDEP pre-approval and permit.

Timeline for Implementing Fluoride Equipment Upgrade

March 31: Equipment will be purchased

April 30: Equipment will be installed

May 12: Equipment will be tied into our SCADA system

May 31: Project will be completed

*Existing fluoride system will not need to be placed offline

Engineering Support

The Town of Natick intends to contract with Haley and Ward, Inc. to provide engineering services related to the purchase and installation of the fluoride equipment. Haley and Ward has been providing consulting engineering services to the Town of Natick and many municipal clients since 1897, and has extensive experience in the various environmental engineering fields including water supply, distribution and treatment, and water resource planning.

Documentation of Optimal Fluoridation

The Town of Natick's PWS has maintained optimal fluoridation over the past year and beyond. MassDEP chemical reports for the addition of NaF (sodium fluoride) into the PWS have been attached to this application. The past 12 months are included as Attachment A.

Within the past 12 months, the PWS has had mechanical issues with our diffuser clogging.

The proposed upgrade is not a substantial modification.

Project Budget & Narrative

- **Staffing - In Kind cost contribution**
 - The Town of Natick will utilize in-house staff to complete the installation of the fluoride analyzer, including electrician and plumber.
 - The rate of \$28 is the in-kind costs per employee when considering hourly pay rate, health benefits, insurance and pension plan.
- **Equipment – Combination of Grant cost and In-Kind costs**
 - We propose to purchase one (1) fluoride analyzer for installation.
 - The analyzer is a continuous wall mounted unit that will provide a fluoride residual reading for display on the Town's computer system.
 - The analyzer will be furnished with required sample valves and buffer solution for connection and start-up.
- **Engineering Services – In-Kind cost contribution**
 - We anticipate utilizing present sub-contracted engineer, Haley and Ward, Inc. for the exterior engineering services related to this response.
 - There will be no internal engineering services provided on the project.
 - Engineering services include the following.
 - Obtain and evaluate equipment quotes,
 - Instruct town employees on installation requirements,
 - Attend equipment start-up and testing,
 - Oversee fluoride report generation in SCADA computer.
- **Material and Supplies –Grant cost**
 - Supplies for this project is limited to electrical conduits, power conductors, signal cables junction boxes and conduits clips required to connect power and signal cables to each fluoride analyzer.
- **Training – In-Kind cost**
 - The treatment plant operators will require training for operating and maintaining the new fluoride analyzer.
 - The treatment plant operators will also require training for using the new fluoride screen on the SCADA computer.
- **Other: SCADA programming – Grant cost**

- We anticipate utilizing our present sub-contracted SCADA system programmer to complete the SCADA Programming work on an hourly basis with a not to exceed cost as identified in the budget form. The program work will include SCADA computer programming as identified in the response.
- The SCADA programmer will be responsible for programming the safety interlocks with the fluoride and raw water pumps.
- **Project Budget Summary**
 - The following table summarizes the project budget for each major component of the project.
 - The summary indicates which items will be paid for by grant funds, and which will be paid for by the town match “in-kind” costs.
 - The town of Natick is prepared to utilize existing funds to provide the cost share as required by the grant request. The funds are available immediately for the project.
 - The Town’s “in-kind” match includes treatment plant operator’s hourly work and funds that are available in the operating budget.

Funds to Support the Upgrade of Water Fluoridation Equipment Budget Form

	Cost per Hour (Staff Only)	Project Request	In-Kind Contribution	Total
Staffing				
2- Operators: Installation and Start-up	\$28.00	\$0	\$672	\$672
Equipment:				
HACH CA610 Analyzer with sample valves, tubing and calibration solution		\$8,430	\$0	\$8,430
Engineering Services Haley and Ward, Inc		\$0	\$1,155	\$1,155
Materials and Supplies:				
Electrical supplies		0	\$150	\$150
Training -				
5- Treatment Plant Operators	\$28.00	\$0	\$280	\$280
Other:				
SCADA programming		\$670	\$2,330	\$3,000
Grant Program Totals		\$9,100	\$4,587	\$13,687

Attachment A

Massachusetts Department of Environmental Protection - Drinking Water Program
CHEMICAL ADDITION REPORT - 310 CMR 22.15(4) Chemical Addition Reporting Requirements

PWS INFORMATION

PWS ID# 3198000 PWS Name: Natick Water Department PWS Town: Natick Year: 2017
Treatment Facility Name: Springvale Treatment Facility Reporting Period: Month: January

DAILY REPORTING

Chemical Name: Sodium Fluoride Purchased Strength (%): 97% Purchased Density:
Manufacturer: Product Name:

Reason for Adding Chemical: FluoridationWas each anti-siphon valve disassembled and inspected in the last 12 months? ☒ Yes ☐ No

If No, explain:

Day	Treated Water (Gallons)	Volume of Chemical Used (liters/day gal/day)	Chemical Dosage (mg/L)	Water Quality Parameters, if applicable				Comments: Note any equipment breakdown, changes in purchased product, or batch mixing day, etc.
				Residual (mg/L)	pH	Alk	Ortho(PO ₄) (mg/L)	
1	1,200,000	45	0.75	0.55	7.87			
2	1,098,000	49	0.89	0.92	7.99			
3	1,285,000	50	0.79	0.80	7.96			
4	1,527,000	52	0.68	0.72	7.87			
5	1,413,000	70	0.98	0.94	7.92			
6	1,194,000	25	0.42	1.03	7.92			
7	1,410,000	92	1.30	1.04	7.92			
8	1,559,000	102	1.31	0.96	7.97			
9	2,546,000	140	1.10	0.84	7.95			
10	1,584,000	64	0.82	0.77	7.93			
11	1,361,000	62	0.91	0.91	7.94			
12	1,356,000	56	0.83	0.96	7.92			
13	1,176,000	42	0.71	0.95	7.98			
14	1,120,000	14	0.25	0.82	7.96			
15	1,190,000	10	0.18	0.76	7.89			
16	1,271,000	7	0.11	0.89	7.95			
17	1,912,000	83	0.87	0.72	7.91			
18	1,773,000	64	0.72	0.94	7.86			
19	1,871,000	76	0.91	0.85	7.96			
20	1,147,000	63	1.10	1.06	7.88			
21	1,270,000	62	0.98	0.95	7.98			
22	1,502,000	103	1.37	0.83	7.96			
23	1,334,000	87	1.30	0.94	7.91			
24	1,386,000	30	0.43	0.61	7.86			
25	1,276,000	41	0.84	0.77	7.88			
26	1,317,000	95	1.44	0.81	8.00			
27	1,080,000	29	0.54	0.51	7.89			
28	1,086,000	63	1.15	0.71	7.97			
29	1,278,000	96	1.50	0.70	7.99			
30	1,357,000	50	0.74	0.79	7.85			
31	1,334,000	92	1.20	0.58	7.87			
Total	43,105,000	1914	0					

Notes: 1. A separate report is required for each chemical added for each facility.
2. (lbs/ft³) for dry chemicals; (lbs/gal) for liquid chemicals
3. Liquid fed system enter (L or gal/day); dry fed system enter (lb/day)
4. Enter the appropriate parameter that is monitored just downstream of chemical addition.

All chemicals added to drinking water must be approved by AWWA/NSF for use in potable water.

PWS Authorized Signature: _____ Date: _____ Title: Water/Sewer Supervisor
Phone #: 508-647-6537 Fax: 508-647-6550 Email: asc@natickma.org

I certify under penalties of law that I am the person authorized to fill out this form and the information contained herein is true, accurate and complete to the best extent of my knowledge.

In accordance with 310 CMR 22.15(2), if mailing paper reports, TWO copies of this report must be received by your MassDEP Regional Office no later than 10 days after the end of the month in which the results are received or no later than 10 days after the end of the monitoring period, whichever is sooner. Please note: Electronic reporting (eDEP) deadline is the same as above.

Massachusetts Department of Environmental Protection - Drinking Water Program
CHEMICAL ADDITION REPORT - 310 CMR 22.15(4) Chemical Addition Reporting Requirements

PWS INFORMATION

PWS ID# 318000 PWS Name: Natick Water Department PWS Town: Natick
Treatment Facility Name: Springfield Treatment Facility Reporting Period: Month: December Year: 2016

ONLY REPORTING

Chemical Name: Sodium Fluoride Purchased Strength (%): 97% Purchased Density: 1.1
Manufacturer: Product Name:

Reason for Adding Chemical: Fluoridation

Was each anti-siphon valve disassembled and inspected in the last 12 months?

Yes No
7/7/2016

If No, explain:

Day	Treated Water (Gallons)	Volume of Chemical Used (liters/day gal/day)	Chemical Dosage (lbs/day)	Chemical Dosage (mg/L)	Water Quality Parameters, if applicable				Comments: Note any equipment breakdown, changes in purchased product, or batch mixing day, etc.
					Residual (mg/L)	pH	Alk	Ortho(PO ₄) (mg/L)	
1	1,228,000	55	0.90	0.87	7.84				
2	1,308,000	53	0.81	0.71	7.80				
3	1,297,000	51	0.82	0.78	7.85				
4	2,274,000	98	0.80	0.78	7.87				
5	1,719,000	78	0.81	0.80	7.81				
6	1,218,000	52	0.85	0.82	7.90				
7	1,185,000	47	0.79	0.84	7.84				
8	1,330,000	46	0.69	0.74	7.85				
9	1,177,000	24	0.41	0.68	7.79				
10	1,335,000	35	0.52	0.72	7.89				
11	1,503,000	41	0.55	0.80	7.76				
12	1,307,000	29	0.44	0.60	7.67				
13	1,503,000	35	0.47	0.55	7.39				
14	1,373,000	29	0.42	0.62	7.66				
15	1,399,000	72	1.03	0.69	7.76				
16	1,316,000	70	1.06	1.11	7.78				
17	1,383,000	67	1.39	1.01	7.83				
18	1,524,000	96	1.26	0.84	7.93				
19	1,405,000	87	1.24	0.73	7.97				
20	1,391,000	92	1.32	1.08	7.81				
21	1,306,000	89	1.36	0.89	7.78				
22	1,541,000	105	1.36	0.84	7.83				
23	1,519,000	56	0.74	0.82	7.81				
24	1,142,000	62	1.09	0.85	7.86				
25	1,272,000	92	1.45	0.91	7.90				
26	1,481,000	96	1.30	1.01	7.84				
27	1,543,000	101	1.31	0.85	7.79				
28	1,479,000	90	1.22	0.88	7.80				
29	1,369,000	76	1.11	0.81	7.82				
30	1,163,000	58	0.94	0.71	7.83				
31	1,116,000	48	0.85	0.65	7.80				
TOTAL	43,085,000	2058	0						

Notes: 1. A separate report is required for each chemical added for each facility.
2. (lbs/gal) for dry chemicals; (lbs/gal) for liquid chemicals
3. Liquid feed system enter (L or gal/day), dry feed system enter (lb/day)
4. Enter the appropriate parameter that is monitored just downstream of chemical addition.

All chemicals added to drinking water must be approved by ANWW/NSF for use in potable water.

PWS Authorized Signature: _____ Date: _____ Title: Water/Sewer Supervisor
Phone #: 508-647-5557 Fax: 508-647-5560 Email: apomsea@natickma.org

I certify under penalties of law that I am the person authorized to fill out this form and the information contained herein is true, accurate and complete to the best extent of my knowledge.

In accordance with 310 CMR 22.15(2), if mailing paper reports, TWO copies of this report must be received by your MassDEP Regional Office no later than 10 days after the end of the monitoring period, whichever is sooner. Please note: Electronic reporting (eDEP) deadline is the same as above.



Massachusetts Department of Environmental Protection - Drinking Water Program
CHEMICAL ADDITION REPORT - 310 CMR 22.15(4) Chemical Addition Reporting Requirements

C-ADD

PWS INFORMATION

PWS ID#: 3198000 PWS Name: Natick Water Department PWS Town: Natick
Treatment Facility Name: Springfield Treatment Facility Reporting Period: Month: November Year: 2016
Chemical Name: Sodium Fluoride Purchased Strength (%): 97% Purchased Density: 1.1
Manufacturer: Product Name:
Reason for Adding Chemical: Fluoridation

DAILY REPORTING

Was each anti-siphon valve disassembled and inspected in the last 12 months? ☐ Yes ☒ No
If No, explain:

Day	Treated Water (Gallons)	Volume of Chemical Used (liters/day gal/day)	Chemical Dosage (lbs/day)	Water Quality Parameters, if applicable ⁴				Comments: Note any equipment breakdown, changes in purchased product, or batch mixing day, etc.	
				Residual (mg/L)	pH	Alk	Ortho(PO ₄) (mg/L)		
1	2,979,000	128	0.86	0.85	7.62				
2	2,587,000	119	0.92	0.90	7.59				
3	2,679,000	117	0.87	0.76	7.52				
4	2,882,000	130	0.90	0.80	7.82				
5	2,715,000	121	0.89	0.75	7.52				
6	2,910,000	131	0.90	0.82	7.51				
7	2,705,000	131	0.97	0.72	7.48				
8	2,725,000	127	0.93	0.90	7.82				
9	2,743,000	123	0.90	0.79	7.70				
10	2,581,000	115	0.89	0.81	7.69				
11	2,715,000	123	0.91	0.85	7.74				
12	2,774,000	121	0.87	0.83	7.76				
13	3,025,000	143	0.95	0.71	7.72				
14	2,659,000	120	0.90	0.77	7.72				
15	2,677,000	113	0.84	0.73	7.75				
16	2,801,000	128	0.90	0.84	7.77				
17	2,154,000	81	0.75	0.78	7.80				
18	2,042,000	87	0.85	0.61	7.81				
19	2,097,000	97	0.83	0.79	7.81				
20	2,259,000	100	0.89	0.72	7.84				
21	2,017,000	92	0.91	0.68	7.86				
22	2,133,000	92	0.86	0.58	7.79				
23	2,171,000	93	0.86	0.70	7.87				
24	1,971,000	185	1.88	1.14	7.78				
25	1,979,000	86	0.87	1.13	7.81				
26	1,918,000	83	0.87	1.04	7.81				
27	1,811,000	83	0.92	0.90	7.81				
28	1,570,000	80	1.02	0.90	7.81				
29	1,481,000	59	0.79	0.90	7.73				
30	1,291,000	56	0.87	0.79	7.81				
Total	71,052,000	3252	0						

All chemicals added to drinking water must be approved by AWWA/NSF for use in potable water.
Notes: 1. A separate report is required for each chemical added for each facility.
2. (lbs/ft³) for dry chemicals; (lbs/gal) for liquid chemicals
3. Liquid feed system enter (L or gal/day); dry feed system enter (lb/day)
4. Enter the appropriate parameter that is monitored just downstream of chemical addition.

I certify under penalties of law that I am the person authorized to fill out this form and the information contained herein is true, accurate and complete to the best extent of my knowledge.

In accordance with 310 CMR 22.15(2), if mailing paper reports, TWO copies of this report must be received by your MassDEP Regional Office no later than 10 days after the end of the monitoring period, whichever is sooner. Please note: Electronic reporting (eDEP) deadline is the same as above.

PWS Authorized Signature: _____ Date: _____ Title: Water/Sewer Supervisor
Phone #: 508-647-6557 Email: aconeau@natickma.org Fax: 508-647-6560

Massachusetts Department of Environmental Protection - Drinking Water Program
CHEMICAL ADDITION REPORT - 310 CMR 22.15(4) Chemical Addition Reporting Requirements



PWS INFORMATION

PWS ID#: 3198000 PWS Name: Natick Water Department PWS Town: Natick Year: 2016
 Treatment Facility Name: Springvale Treatment Facility Reporting Period: Month: October

DAILY REPORTING

Chemical Name: Sodium Fluoride Purchased Strength (%): 97% Purchased Density:
 Manufacturer: Product Name:

Reason for Adding Chemical: Fluoridation

Was each anti-siphon valve disassembled and inspected in the last 12 months? ☐ Yes ☒ No

Date: 7/7/2016

Day	Treated Water (Gallons)	Volume of Chemical Used (liters/day)	Chemical Dosage (lbs/day)	Chemical Dosage (mg/L)	Residual (mg/L)	pH	Alk	Ortho(PO ₄) (mg/L)	Other	Comments: Note any equipment breakdown, changes in purchased product, or batch mixing day, etc.
1	2,938,000	125	0.85	0.76	7.72					
2	3,011,000	146	0.97	0.86	7.70					
3	3,355,000	155	0.92	0.93	7.62					
4	3,309,000	144	0.87	0.79	7.61					
5	3,023,000	138	0.81	0.82	7.59					
6	3,019,000	45	0.30	0.80	7.68					
7	3,653,000	165	0.91	0.55	7.60					
8	3,225,000	153	0.95	0.80	7.70					
9	2,884,000	130	0.90	0.80	7.62					
10	2,924,000	140	0.96	0.84	7.65					
11	3,017,000	138	0.91	0.77	7.68					
12	3,076,000	108	0.72	0.76	7.63					
13	3,496,000	160	0.92	0.86	7.61					
14	3,012,000	137	0.91	0.80	7.50					
15	3,009,000	136	0.90	0.84	7.53					
16	3,346,000	147	0.86	0.78	7.58					
17	3,065,000	144	0.93	0.89	7.56					
18	3,151,000	108	0.69	0.34	7.57					
19	3,385,000	149	0.86	0.86	7.54					
20	2,997,000	137	0.91	0.80	7.52					
21	2,974,000	118	0.79	0.82	7.54					
22	2,812,000	122	0.87	0.86	7.63					
23	2,922,000	148	1.00	0.86	7.59					
24	3,030,000	140	0.92	0.77	7.61					
25	2,821,000	114	0.81	0.69	7.58					
26	2,681,000	131	0.96	0.81	7.69					
27	2,975,000	134	0.90	0.78	7.64					
28	2,676,000	127	0.95	0.79	7.61					
29	2,704,000	112	0.83	0.61	7.50					
30	3,010,000	140	0.93	0.92	7.64					
31	2,580,000	120	0.83	0.82	7.60					
32	94012000	4710	0							

All chemicals added to drinking water must be approved by AWWA/NSF for use in potable water.

Notes: 1. A separate report is required for each chemical added for each facility.
 2. (lbs/ft³) for dry chemicals; (lbs/gal) for liquid chemicals
 3. Liquid feed system enter (L or gal/day), dry feed system enter (lb/day)
 4. Enter the appropriate parameter that is monitored just downstream of chemical addition.

I certify under penalties of law that I am the person authorized to fill out this form and the information contained herein is true, accurate and complete to the best extent of my knowledge.

In accordance with 310 CMR 22.15(2), if mailing paper reports, TWO copies of this report must be received by your MassDEP Regional Office no later than 10 days after the end of the monitoring period, whichever is sooner. Please note: Electronic reporting (eDEP) deadline is the same as above.

PWS Authorized Signature: _____ Title: Water/Sewer Supervisor
 Date: _____
 Phone #: 508-647-6557 Fax: 508-647-6550
 Email: acorn@natickma.org

Massachusetts Department of Environmental Protection - Drinking Water Program
CHEMICAL ADDITION REPORT - 310 CMR 22.15(4) Chemical Addition Reporting Requirements

PWS INFORMATION

PWS ID#: 3190000 PWS Name: Natick Water Department PWS Town: Natick
Treatment Facility Name: Springvale Treatment Facility Reporting Period: Month: September Year: 2016

IDENTIFY REPORTING

Chemical Name: Sodium Fluoride Purchased Strength (%): 97% Purchased Density:
Manufacturer:
Product Name:
Reason for Adding Chemical: Fluoridation

Was each anti-siphon valve disassembled and inspected in the last 12 months? ☐ Yes ☒ No

If No, explain:
Date: 7/7/2016

Day	Treated Water (Gallons)	Volume of Chemical Used (liters/day) gall/day	Chemical Dosage (lbs/day) (mg/L) ³	Water Quality Parameters, if applicable ⁴				Comments: Note any equipment breakdown, changes in purchased product, or batch mixing day, etc.	
				Residual (mg/L)	pH	Alk	Ortho(P) ₂ (mg/L)		
1	3,413,000	143	0.84	0.85	7.80				
2	3,496,000	155	0.90	0.82	7.81				
3	3,382,000	158	0.94	0.86	7.80				
4	3,195,000	140	0.89	0.84	7.84				
5	3,221,000	156	0.97	0.72	7.88				
6	3,479,000	147	0.85	0.78	7.85				
7	3,350,000	156	0.93	0.88	7.83				
8	3,458,000	154	0.89	0.83	7.82				
9	3,934,000	171	0.87	0.74	7.83				
10	3,455,000	145	0.84	0.79	7.82				
11	3,384,000	156	0.93	0.84	7.86				
12	3,886,000	176	0.91	0.87	7.86				
13	3,484,000	147	0.85	0.87	7.83				
14	4,165,000	185	0.79	0.84	7.89				
15	3,882,000	182	0.88	0.87	7.80				
16	4,016,000	182	0.91	0.79	7.77				
17	3,693,000	126	0.88	0.78	7.82				
18	3,560,000	166	0.93	0.87	7.80				
19	3,272,000	160	0.88	0.84	7.76				
20	3,273,000	138	0.85	0.80	7.70				
21	3,560,000	156	0.88	0.84	7.78				
22	3,576,000	180	0.93	0.90	7.76				
23	3,771,000	160	0.85	0.86	7.73				
24	3,034,000	145	0.96	0.92	7.82				
25	3,514,000	167	0.92	0.83	7.84				
26	3,688,000	187	0.91	0.70	7.78				
27	3,544,000	160	0.90	0.84	7.87				
28	3,028,000	132	0.87	0.82	7.85				
29	3,462,000	156	0.90	0.89	7.81				
30	3,117,000	40	0.26	0.60	7.76				
TOTAL	105522000	4537	0						

Notes: 1. A separate report is required for each chemical added for each facility.

2. (lbs/ft³) for dry chemicals; (lbs/gal) for liquid chemicals

3. Liquid feed system enter (L or gal/day), dry feed system enter (lb/day)

4. Enter the appropriate parameter that is monitored just downstream of chemical addition.

All chemicals added to drinking water must be approved by AWWA/NPS for use in potable water.

I certify under penalties of law that I am the person authorized to fill out this form and the information contained herein is true, accurate and complete to the best extent of my knowledge.

PWS Authorized Signature: _____ Date: _____ Title: Water/Sewer Supervisor
Phone #: 508-647-6557 Email: aconesau@natickma.org Fax: 508-647-6560

In accordance with 310 CMR 22.15(2), if mailing paper reports, TWO copies of this report must be received by your MassDEP Regional Office no later than 10 days after the end of the month in which the results are received or no later than 10 days after the end of the monitoring period, whichever is sooner. Please note: Electronic reporting (eDEP) deadline is the same as above.



Massachusetts Department of Environmental Protection - Drinking Water Program
CHEMICAL ADDITION REPORT - 310 CMR 22.15(4) Chemical Addition Reporting Requirements

C-ADD

PWS INFORMATION:

PWS ID# 3198000 PWS Name: Natick Water Department FWS Town: Natick Year: 2016
Treatment Facility Name: Springvale Treatment Facility Reporting Period: Month: August

FLUORIDATION REPORTING:

Chemical Name: Sodium Fluoride Purchased Strength (%): 97% Purchased Density: 1.1
Manufacturer: Product Name:

Reason for Adding Chemical: Fluoridation

Was each anti-siphon valve disassembled and inspected in the last 12 months? Yes

Date: 8/22/2016 R# 0

Day	Treated Water (Gallons)	Volume of Chemical Used (liters/day)	Chemical Dosage (lbs/day) ¹	Chemical Dosage (mg/L)	Water Quality Parameters, if applicable ²			Other	Comments: Note any equipment breakdown, changes in purchased product, or batch mixing day, etc.
					Residual (mg/L)	pH	Alk		
1	2,485,000	100	0.80	0.62	0.78	7.78			
2	2,123,000	134	1.26	0.72	7.83				
3	2,307,000	102	0.88	0.61	7.87				
4	1,920,000	76	0.79	0.69	7.88				
5	1,727,000	64	0.74	0.75	7.80				
6	1,796,000	75	0.83	0.83	7.84				
7	2,124,000	98	0.90	0.72	7.90				
8	2,472,000	105	0.85	0.82	7.90				
9	2,860,000	133	0.82	0.76	7.86				
10	3,294,000	142	0.86	0.78	7.85				
11	3,472,000	150	0.86	0.84	7.86				
12	3,716,000	160	0.88	0.78	7.87				
13	3,803,000	164	0.86	0.87	7.90				
14	3,426,000	145	0.85	0.90	7.88				
15	3,389,000	147	0.87	0.82	7.84				
16	3,335,000	136	0.82	0.94	7.81				
17	3,521,000	130	0.74	0.72	7.83				
18	3,518,000	152	0.87	0.90	7.84				
19	3,528,000	0	0.00	0.76	7.82				
20	3,202,000	118	0.74	0.80	7.90				Pump Maintenance
21	3,589,000	165	0.92	0.85	7.85				
22	3,202,000	141	0.88	0.94	7.83				
23	3,279,000	154	0.94	0.92	7.82				
24	3,590,000	153	0.85	0.94	7.83				
25	3,446,000	151	0.88	0.95	7.85				
26	3,429,000	150	0.87	0.92	7.76				
27	3,494,000	168	0.98	0.90	7.80				
28	3,458,000	140	0.81	0.90	7.87				
29	3,625,000	152	0.84	0.84	7.84				
30	3,661,000	165	0.90	0.84	7.88				
31	3,572,000	158	0.88	0.75	7.86				
Total	96346000	4028	0						

Notes: 1. A separate report is required for each chemical added for each facility.
2. (lbs/ft³) for dry chemicals; (lbs/gal) for liquid chemicals
3. Liquid feed system enter (L or gal/day); dry feed system enter (lb/day)
4. Enter the appropriate parameter that is monitored just downstream of chemical addition.

I certify under penalties of law that I am the person authorized to fill out this form and the information contained herein is true, accurate and complete to the best extent of my knowledge.

PWS Authorized Signature: _____ Date: _____ Title: Water/Sewer Supervisor
Phone #: 508-647-6557 Fax: 508-647-6550 Email: aomeau@natickma.org

In accordance with 310 CMR 22.15(2), if mailing paper reports, TWO copies of this report must be received by your MassDEP Regional Office no later than 10 days after the end of the month in which the results are received or no later than 10 days after the end of the monitoring period, whichever is sooner. Please note: Electronic reporting (eDEP) deadline is the same as above.



Massachusetts Department of Environmental Protection - Drinking Water Program
CHEMICAL ADDITION REPORT - 310 CMR 22.15(4) Chemical Addition Reporting Requirements

C-ADD

I. PWS INFORMATION:

PWS ID#: 3198000

PWS Name: Natick Water Department

PWS Town: Natick

Treatment Facility Name:

Springvale Treatment Facility

Reporting Period:

Month: JULY

Year: 2016

II. DAILY REPORTING:

Chemical Name:

Sodium Fluoride

Purchased Strength (%): 97

Purchased Density:

Manufacturer:

Product Name:

Reason for Adding Chemical:

Fluoridation

Was each anti-siphon valve disassembled and inspected in the last 12 months?

☒ Yes

Date: 7/7/2016

☐ No

If No, explain:

Day	Treated Water (gallons)	Volume of Chemicals used gal/day	Chemical Dosage (lbs/day) ³	Chemical dosage mg/l	Water Quality Parameters, if applicable ⁴					Comments (note any equipment breakdown, change in purchased product, batch mixing, ect.)
					Residual mg/l	pH	Alk	Ortho(PO ₄) (mg/L)	Other	
1	4,339,000	180		0.83	0.78	7.88				
2	2,182,000	104		0.95	0.80	7.86				
3	3,925,000	145		0.74	0.74	7.86				
4	4,411,000	204		0.92	0.86	7.80				
5	2,479,000	132		1.06	0.78	7.82				
6	3,234,000	141		0.87	0.85	7.80				
7	2,930,000	116		0.79	0.80	7.80				
8	3,805,000	161		0.85	0.86	7.88				
9	3,562,000	149		0.84	0.78	7.80				
10	3,559,000	159		0.89	0.78	7.82				
11	3,785,000	161		0.85	0.84	7.80				
12	4,677,000	201		0.86	0.80	7.82				
13	4,515,000	191		0.85	0.79	7.86				
14	4,622,000	192		0.83	0.78	7.80				
15	4,275,000	182		0.85	0.64	7.86				
16	3,436,000	161		0.94	0.68	7.84				
17	3,429,000	151		0.88	0.82	7.85				
18	2,560,000	115		0.90	0.86	7.80				
19	2,670,000	126		0.94	0.86	7.82				
20	2,439,000	108		0.89	0.74	7.86				
21	2,855,000	100		0.70	0.70	7.88				
22	2,484,000	107		0.86	0.72	7.88				
23	2,255,000	81		0.72	0.72	7.86				
24	2,461,000	82		0.67	0.73	7.85				
25	2,578,000	110		0.85	0.68	7.86				
26	3,253,000	132		0.81	0.65	7.78				
27	3,041,000	127		0.84	0.62	7.86				
28	3,153,000	137		0.87	0.60	7.85				
29	2,654,000	110		0.83	0.72	7.85				
30	3,229,000	141		0.87	0.74	7.85				
31	2,632,000	119		0.90	0.64	7.90				
Total	101,429,000	4,325								

Notes: 1. A separate report is required for each chemical added for each facility.

2. (lbs/ft³) for dry chemicals; (lbs/gal.) for liquid chemicals.

3. Liquid fed system enter (L, or gal/day), dry fed system enter (lb/day)

4. Enter the appropriate parameter that is monitored just downstream of chemical addition.

All chemicals added to drinking water must be approved by AWWANSF for use in potable water.

I certify under penalties of law that I am the person authorized to fill out this form and the information contained herein is true, accurate and complete to the best extent of my knowledge.

PWS Authorized Signature: _____

Date: _____

Title: Water/Sewer Supervisor



Massachusetts Department of Environmental Protection - Drinking Water Program
CHEMICAL ADDITION REPORT - 310 CMR 22.15(4) Chemical Addition Reporting Requirements

C-ADD

PWS INFORMATION:

PWS ID#: 3198000

PWS Name: Natick Water Department

PWS Town: Natick

Treatment Facility Name: Springvale Treatment Facility

Reporting Period: Month: JUNE Year: 2016

DAILY REPORTING:

Chemical Name: Sodium Fluoride

Purchased Strength (%): 97

Purchased Density:

Manufacturer:

Product Name:

Reason for Adding Chemical: Fluoridation

Was each anti-siphon valve disassembled and inspected in the last 12 months?

☒ Yes

Date: 6/17/2015

☐ No

If No, explain:

Day	Treated Water (gallons)	Volume of Chemicals used gal/day	Chemical Dosage (lbs/day) ³	Chemical dosage mg/l	Water Quality Parameters, if applicable ⁴					Comments (note any equipment breakdown, change in purchased product, batch mixing, ect.)
					Residual mg/l	pH	Alk	Ortho(PO ₄) (mg/L)	Other	
1	2,835,000	99		0.70	0.79	7.82				
2	2,253,000	108		0.96	0.79	7.86				
3	2,412,000	93		0.77	0.76	7.81				
4	2,461,000	115		0.93	0.88	7.88				
5	3,417,000	170		1.00	0.86	7.84				
6	2,292,000	120		1.05	0.72	7.78				
7	3,584,000	174		0.97	0.76	7.84				
8	2,129,000	99		0.93	0.76	7.84				
9	2,306,000	106		0.92	0.84	7.84				
10	2,497,000	134		1.07	0.84	7.82				
11	3,479,000	167		0.86	0.78	7.85				
12	3,935,000	181		0.97	0.76	7.88				
13	4,122,000	200		0.97	0.90	7.85				
14	4,422,000	213		0.96	0.88	7.81				
15	3,381,000	162		0.96	0.86	7.86				
16	2,733,000	137		1.00	0.92	7.76				
17	3,169,000	161		1.02	0.86	7.95				
18	3,095,000	132		0.85	0.82	7.86				
19	3,398,000	168		0.99	0.90	7.84				
20	3,132,000	147		0.94	0.82	7.86				
21	2,635,000	114		0.87	0.88	7.86				
22	2,976,000	146		0.98	0.80	7.85				
23	3,136,000	144		0.92	0.89	7.86				
24	3,036,000	146		0.96	0.82	7.79				
25	3,120,000	125		0.80	0.84	7.88				
26	2,969,000	110		0.74	0.82	7.88				
27	3,151,000	140		0.89	0.82	7.84				
28	2,382,000	87		0.73	0.80	7.85				
29	2,726,000	127		0.93	0.80	7.82				
30	3,165,000	151		0.95	0.82	7.85				
31	0	0		#DIV/0!	0.00	0.00				
Total	90,348,000	4,186								

- Notes: 1. A separate report is required for each chemical added for each facility.
2. (lbs/ft³) for dry chemicals; (lbs/gal.) for liquid chemicals.
3. Liquid fed system enter (L, or gal/day), dry fed system enter (lb/day)
4. Enter the appropriate parameter that is monitored just downstream of chemical addition.

All chemicals added to drinking water must be approved by AWWA/NSF for use in potable water.

I certify under penalties of law that I am the person authorized to fill out this form and the information contained herein is true, accurate and complete to the best extent of my knowledge.

PWS Authorized Signature: _____

Date: _____

Title: Water/Sewer Supervisor



Massachusetts Department of Environmental Protection - Drinking Water Program
CHEMICAL ADDITION REPORT - 310 CMR 22.15(4) Chemical Addition Reporting Requirements

C-ADD

I. PWS INFORMATION:

PWS ID#: 3198000

PWS Name: Natick Water Department

PWS Town: Natick

Treatment Facility Name: Springvale Treatment Facility

Reporting Period: Month: MAY Year: 2016

II. DAILY REPORTING:

Chemical Name: Sodium Fluoride

Purchased Strength (%): 97

Purchased Density:

Manufacturer:

Product Name:

Reason for Adding Chemical: Fluoridation

Was each anti-siphon valve disassembled and inspected in the last 12 months?

☒ Yes

Date: 6/17/2015

☐ No

If No, explain:

Day	Treated Water (gallons)	Volume of Chemicals used gal/day	Chemical Dosage (lbs/day) ³	Chemical dosage mg/l	Water Quality Parameters, if applicable ⁴					Comments (note any equipment breakdown, change in purchased product, batch mixing, ect.)
					Residual mg/l	pH	Alk	Ortho(PO ₄) (mg/L)	Other	
1	1,374,000	59		0.86	0.72	7.85				
2	949,000	25		0.53	0.80	7.85				
3	697,000	33		0.95	0.82	7.86				
4	842,000	37		0.88	0.84	7.88				
5	1,211,000	50		0.83	0.82	7.88				
6	1,694,000	75		0.89	0.86	7.82				
7	1,251,000	48		0.77	0.81	7.78				
8	2,055,000	94		0.91	0.86	7.82				
9	1,754,000	70		0.80	0.84	7.78				
10	1,529,000	65		0.85	0.87	7.75				
11	2,178,000	123		1.13	0.92	7.76				
12	1,733,000	70		0.81	0.80	7.78				
13	1,398,000	70		1.00	0.86	7.85				
14	1,349,000	145		2.15	0.82	7.75				
15	1,511,000	86		1.14	0.81	7.88				
16	2,567,000	170		1.32	0.92	7.84				
17	2,455,000	130		1.06	0.87	7.82				
18	2,546,000	133		1.04	0.78	7.80				
19	3,248,000	167		1.03	0.82	7.84				
20	3,552,000	149		0.84	0.79	7.78				
21	3,558,000	168		0.94	0.79	7.76				
22	3,719,000	165		0.89	0.84	7.83				
23	4,248,000	190		0.89	0.83	7.79				
24	3,343,000	145		0.87	0.80	7.83				
25	3,846,000	182		0.95	0.88	7.84				
26	3,999,000	176		0.88	0.82	7.58				
27	4,521,000	205		0.91	0.84	7.80				
28	4,602,000	189		0.82	0.78	7.80				
29	3,628,000	177		0.98	0.84	7.84				
30	3,749,000	164		0.87	0.84	7.76				
31	3,789,000	176		0.93	0.78	7.90				
Total	78,895,000	3,736								

Notes: 1. A separate report is required for each chemical added for each facility.

2. (lbs/ft³) for dry chemicals; (lbs/gal.) for liquid chemicals.

3. Liquid fed system enter (L, or gal/day), dry fed system enter (lb/day)

4. Enter the appropriate parameter that is monitored just downstream of chemical addition.

All chemicals added to drinking water must be approved by AWWA/NNSF for use in potable water.

I certify under penalties of law that I am the person authorized to fill out this form and the information contained herein is true, accurate and complete to the best extent of my knowledge.

PWS Authorized Signature: _____

Date: _____

Title: Water/Sewer Supervisor



Massachusetts Department of Environmental Protection - Drinking Water Program
CHEMICAL ADDITION REPORT - 310 CMR 22.15(4) Chemical Addition Reporting Requirements

C-ADD

I. PWS INFORMATION:

PWS ID#: 3198000

PWS Name: Natick Water Department

PWS Town: Natick

Treatment Facility Name: Springvale Treatment Facility

Reporting Period:

Month: APR

Year: 2016

II. DAILY REPORTING:

Chemical Name: Sodium Fluoride

Purchased Strength (%): 97

Purchased Density:

Manufacturer:

Product Name:

Reason for Adding Chemical: Fluoridation

Was each anti-siphon valve disassembled and inspected in the last 12 months?

☒ Yes

Date: 6/17/2015

☐ No

If No, explain:

Day	Treated Water (gallons)	Volume of Chemicals used gal/day	Chemical Dosage (lbs/day) ³	Chemical dosage mg/l	Water Quality Parameters, if applicable ⁴					Comments (note any equipment breakdown, change in purchased product, batch mixing, ect.)
					Residual mg/l	pH	Alk	Ortho(PO ₄) (mg/L)	Other	
1	1,068,000	40		0.75	0.90	7.90				
2	1,263,000	49		0.78	0.84	7.85				
3	1,393,000	58		0.83	0.80	7.90				
4	1,574,000	63		0.80	0.92	7.88				
5	1,665,000	70		0.84	0.80	7.87				
6	1,279,000	48		0.75	0.72	7.90				
7	1,787,000	79		0.88	0.68	7.88				
8	756,000	40		1.06	0.72	7.88				
9	1,247,000	35		0.56	0.78	7.90				
10	1,523,000	60		0.79	0.78	7.86				
11	1,285,000	66		1.03	0.72	7.84				
12	1,141,000	43		0.75	0.76	7.90				
13	1,063,000	92		1.73	0.75	7.86				
14	1,208,000	40		0.66	0.82	7.89				
15	414,000	18		0.87	0.84	7.86				
16	1,367,000	56		0.82	0.80	7.84				
17	1,317,000	56		0.85	0.81	7.84				
18	1,348,000	55		0.82	0.82	7.88				
19	1,130,000	42		0.74	0.76	7.85				
20	744,000	31		0.83	0.80	7.88				
21	795,000	30		0.75	0.80	7.86				
22	561,000	24		0.86	0.80	7.88				
23	919,000	32		0.70	0.80	7.86				
24	1,295,000	54		0.83	0.78	7.82				
25	808,000	29		0.72	0.72	7.86				
26	548,000	22		0.80	0.75	7.88				
27	993,000	57		1.15	0.80	7.88				
28	1,064,000	45		0.85	0.74	7.84				
29	1,125,000	90		1.60	0.74	7.82				
30	1,592,000	100		1.26	0.75	7.86				
31	0	0		#DIV/0!	0.00	0.00				
Total	34,272,000	1,524								

- Notes: 1. A separate report is required for each chemical added for each facility.
2. (lbs/ft³) for dry chemicals; (lbs/gal.) for liquid chemicals.
3. Liquid fed system enter (L, or gal/day), dry fed system enter (lb/day)
4. Enter the appropriate parameter that is monitored just downstream of chemical addition.

All chemicals added to drinking water must be approved by AWWA/NSF for use in potable water.

I certify under penalties of law that I am the person authorized to fill out this form and the information contained herein is true, accurate and complete to the best extent of my knowledge.

PWS Authorized Signature: _____

Date: _____

Title: Water/Sewer Supervisor



CHEMICAL ADDITION REPORT - 310 CMR 22.15(4) Chemical Addition Reporting Requirements

I. PWS INFORMATION:

PWS ID#: 3198000

PWS Name: Natick Water Department

PWS Town: Natick

Treatment Facility Name: Springvale Treatment Facility

Reporting Period:

Month: MAR

Year: 2016

II. DAILY REPORTING:

Chemical Name: Sodium Fluoride

Purchased Strength (%): 97

Purchased Density:

Manufacturer:

Product Name:

Reason for Adding Chemical: Fluoridation

Was each anti-siphon valve disassembled and inspected in the last 12 months?

☒ Yes

Date: 8/17/2015

☐ No

If No, explain:

Day	Treated Water (gallons)	Volume of Chemicals used gal/day	Chemical Dosage (lbs/day) ¹	Chemical dosage mg/l	Water Quality Parameters, if applicable ⁴					Comments (note any equipment breakdown, change in purchased product, batch mixing, ect.)
					Residual mg/l	pH	Alk	Ortho(PO ₄) (mg/L)	Other	
1	1,206,000	67	24	1.11	0.88	7.90				
2	1,171,000	65	25	1.11	0.88	7.90				
3	1,464,000	87	20	1.19	0.90	7.90				
4	1,061,000	52	20	0.98	0.92	7.92				
5	1,256,000	70	20	1.11	0.95	7.90				
6	1,365,000	72	20	1.05	0.95	7.85				
7	860,000	36	10	0.84	0.93	7.85				
8	1,134,000	68	28	1.20	0.96	7.90				
9	1,162,000	58	20	1.00	0.93	7.93				
10	1,200,000	52	15	0.87	0.90	7.90				
11	1,006,000	38	15	0.76	0.90	7.94				
12	1,317,000	57	15	0.87	0.92	7.90				
13	1,380,000	64	15	0.93	0.86	7.88				
14	1,076,000	57	12	1.06	0.88	7.90				
15	1,529,000	56	20	0.73	0.92	7.90				
16	1,316,000	59	22	0.90	0.90	7.92				
17	1,615,000	70	26	0.87	0.92	7.88				
18	1,641,000	60	15	0.73	0.95	7.92				
19	1,605,000	64	10	0.80	0.90	7.90				
20	1,197,000	49	12	0.82	0.86	7.90				
21	1,551,000	60	20	0.77	0.88	7.90				
22	1,604,000	75	28	0.94	0.94	7.88				
23	1,414,000	49	18	0.69	0.90	7.88				
24	1,792,000	66	24	0.74	0.94	7.92				
25	125,000	9	1	1.44	0.92	7.90				
26	1,495,000	61	22	0.82	0.94	7.90				
27	1,376,000	54	10	0.78	0.82	7.90				
28	1,404,000	55	25	0.78	0.86	7.90				
29	1,613,000	63	24	0.78	0.88	7.92				
30	1,220,000	52	20	0.85	0.82	7.88				
31	1,122,000	44	16	0.78	0.88	7.89				
Total	40,277,000	1,789								

Notes: 1. A separate report is required for each chemical added for each facility.
2. (lbs/m³) for dry chemicals; (lbs/gal.) for liquid chemicals.
3. Liquid fed system enter (L or gal/day), dry fed system enter (lb/day)
4. Enter the appropriate parameter that is monitored just downstream of chemical addition.

All chemicals added to drinking water must be approved by AWWA/NSF for use in potable water.

I certify under penalties of law that I am the person authorized to fill out this form and the information contained herein is true, accurate and complete to the best extent of my knowledge.

PWS Authorized Signature: _____

Date: _____

Title: Water/Sewer Supervisor



Massachusetts Department of Environmental Protection - Drinking Water Program
CHEMICAL ADDITION REPORT - 310 CMR 22.15(4) Chemical Addition Reporting Requirements

C-ADD

PWS INFORMATION

PWS ID#: 3198000

PWS Name: Natick Water Department

PWS Town: Natick

Treatment Facility Name:

Springvale Treatment Facility

Reporting Period:

Month: FEB

Year: 2016

DAILY REPORTING

Chemical Name:

Sodium Fluoride

Purchased Strength (%): 97

Purchased Density:

Manufacturer:

Product Name:

Reason for Adding Chemical:

Fluoridation

Was each anti-siphon valve disassembled and inspected in the last 12 months?

☒ Yes

Date: 6/17/2015

☐ No

If No, explain:

Day	Treated Water (gallons)	Volume of Chemicals used gal/day	Chemical Dosage (lbs/day) ³	Chemical dosage mg/l	Water Quality Parameters, if applicable ⁴					Comments (note any equipment breakdown, change in purchased product, batch mixing, ect.)
					Residual mg/l	pH	Alk	Ortho(PO ₄) (mg/L)	Other	
1	1,129,000	68		1.20	0.82	7.85				
2	905,000	48		1.06	0.82	7.87				
3	573,000	42		1.47	0.80	7.90				
4	1,514,000	70		0.92	0.74	7.88				
5	1,498,000	78		1.04	0.72	7.94				
6	1,379,000	80		1.16	0.71	7.92				
7	1,462,000	85		1.16	0.74	7.90				
8	1,450,000	97		1.34	0.86	7.88				
9	1,325,000	75		1.13	0.84	7.88				
10	1,289,000	83		1.29	0.90	7.85				
11	1,779,000	108		1.21	0.92	7.90				
12	1,375,000	75		1.09	0.90	7.91				
13	1,224,000	67		1.09	0.82	7.88				
14	1,297,000	72		1.11	0.80	7.86				
15	1,343,000	92		1.37	0.86	7.87				
16	1,507,000	75		1.00	0.80	7.86				
17	1,575,000	82		1.04	0.84	7.90				
18	1,528,000	90		1.18	0.82	7.85				
19	1,000,000	54		1.08	0.84	7.88				
20	1,227,000	71		1.16	0.80	7.88				
21	1,417,000	82		1.16	0.80	7.88				
22	1,587,000	88		1.11	0.78	7.90				
23	1,638,000	95		1.16	0.82	7.88				
24	1,521,000	91		1.20	0.85	7.82				
25	1,102,000	54		0.98	0.86	7.95				
26	1,113,000	60		1.08	0.84	7.92				
27	1,342,000	77		1.15	0.86	7.95				
28	1,472,000	99		1.35	0.84	7.90				
29	1,193,000	70		1.17	0.86	7.92				
30	0	0		#DIV/0!	0.00	0.00				
31	0	0		#DIV/0!	0.00	0.00				
Total	38,764,000	2,228								

Notes: 1. A separate report is required for each chemical added for each facility.

2. (lbs/ft³) for dry chemicals; (lbs/gal.) for liquid chemicals.

3. Liquid fed system enter (L, or gal/day), dry fed system enter (lb/day)

4. Enter the appropriate parameter that is monitored just downstream of chemical addition.

All chemicals added to drinking water must be approved by AWWA/NSF for use in potable water.

I certify under penalties of law that I am the person authorized to fill out this form and the information contained herein is true, accurate and complete to the best extent of my knowledge.

PWS Authorized Signature: _____

Date: _____

Title: Water/Sewer Supervisor

ITEM TITLE: Sustainability Coordinator: Discounted Rain Barrels and National Solar Designation

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Rain Barrels - Press Release	5/11/2017	Cover Memo
SolSmart Bronze Award - Press Release	5/11/2017	Cover Memo

For more information contact:
Suzanne Gebelein (800) 251-2352
Info@tgarb.com

Discounted Rain Barrels Offered to Natick Residents

*Town Promotes Rain Barrels as an Effective and Environmentally-Friendly
Way to Collect and Save Water*

April 25, 2017, Natick, MA – The Town of Natick, MA is partnering with the Great American Rain Barrel Company to offer discounted rain barrels to residents as part of a water conservation and sustainability program.

Rain barrels available through the program can hold 60 gallons of water at a time, are chlorine free, UV-protected, and include a mosquito net to prevent infestation. They are offered in three colors; Forest Green, Earth Brown or Nantucket Gray at the cost of \$69, or unpainted for \$64. This is a 45% savings from the retail price of \$119.

“Rain barrels are an effective way to collect and save water, and we are excited to offer residents an easy way to manage water costs, save vegetation from drought conditions and help protect our community’s aquifers,” said Jillian Wilson-Martin, Sustainability Coordinator for the Town of Natick. “Barrels purchased through this program are being sold at a significant discount, and we hope residents will take advantage of this opportunity.”

In the Eastern region of Massachusetts, there is typically 16” of rain from May 1 – September 30, and residents who use a rain barrel have the ability to collect as much as 1500 gallons in a season. For every inch of rainfall, a 1,000 square foot surface can collect 620 gallons of water – a significant source of water that homeowners could use for their lawns and gardens for free. Based on the average roof size, more than two 60 gallon rain barrels will fill for every 1/5” of rainfall. The Great American Rain Barrel Company recommends one barrel for every 100 square feet garden, and multiple barrels are easily linked together for additional collection and storage.

Residents who purchase the rain barrels must preorder them by June 3, 2017 at 5:00pm. The barrels will then be distributed on the Town Common during the Farmer’s Market on Saturday, June 10, 2017. Participating residents will be responsible for picking up their rain barrel on the distribution day and for installing the systems at their home. Installation instructions are available online at: <https://www.greatamericanrainbarrel.com/installation-care-and-tips/>

To take advantage of this offer please visit www.greatamericanrainbarrel.com, select Community Programs and look for Natick, MA or contact the company via email info@tgarb.com, or phone (800) 251-2352.

Contact:
Jillian Wilson Martin
jwmartin@natickma.org
508-647-6555

Natick, MA Receives “SolSmart Bronze” Award for Reducing Solar Energy Costs

May 8, 2017, Natick, MA – [SolSmart](#), a program funded by the [U.S. Department of Energy SunShot Initiative](#), is awarding a bronze designation to the Town of Natick, MA for taking important first steps to reduce solar energy costs and encourage solar energy growth. Natick is the third community in the state to receive designation.

As a SolSmart Bronze designee, Natick is receiving national recognition for adopting programs and practices that make it faster, easier, and cheaper to go solar. To achieve designation, cities and counties take steps to reduce solar “soft costs,” which are non-hardware costs that can increase the time and money it takes to install a solar energy system. Examples of soft costs include planning and zoning; permitting; financing; customer acquisition; and installation labor. Soft costs now represent roughly two-thirds of the total price of an installed residential system in the United States. Reducing these costs leads to savings that are passed on to consumers.

“Natick’s SolSmart designation is a signal that our town is ‘open for solar business’ and we are proud to receive this national recognition,” said Town Administrator Martha White. “Solar has always been a win-win for our community — it helps residents and businesses mitigate costs and support a sustainable future, and the Town is determined to continue to advocate for cost savings.”

The SolSmart designation team, led by the [International City/County Management Association \(ICMA\)](#), evaluates communities and awards them points based on the actions they take to reduce soft costs and other barriers to going solar. Communities that take sufficient action are designated as either gold, silver, or bronze. 80 points are required to receive bronze designation.

To-date, Natick has received 285 points for a variety of actions including:

- Installing solar capacity on local facilities
- Hosting a community group-purchase solar program ([Solarize Mass Natick](#))
- Publishing a solar permit checklist
- Eliminating excess inspections for solar
- Providing clear guidance for solar PV in historic districts
- Advocating for solar customers in state-level conversations

As a bronze designee, Natick now has the opportunity earn additional points to qualify as silver or gold.

“Natick is the Home of the Champions, so achieving bronze simply isn’t good enough,” said Jillian Wilson Martin, Natick’s Sustainability Coordinator. “Our intent is to take further action to reduce solar costs and to work with key stakeholders to reach gold by the end of 2017.”

To reach the gold designation, the Town of Natick, with support from a SolSmart technical advisor, plans to propose changes to zoning bylaws to clarify solar development rights and restrictions, draft considerations for active and passive solar in development regulations, survey area solar installers to identify opportunities for improvement, and review its solar permit fee structure against national best practices.

About SolSmart

SolSmart is a national designation and technical assistance program that recognizes leading solar communities and empowers additional communities to expand their local solar markets. Funded by the U.S. Department of Energy SunShot Initiative, SolSmart strives to cut red tape, drive greater solar deployment, and make it possible for even more American homes and businesses to access solar energy to meet their electricity needs. Learn more at [SolSmart.org](#).

About the SunShot Initiative

The [U.S. Department of Energy SunShot Initiative](#) is a collaborative national effort that aggressively drives innovation to make solar energy fully cost-competitive with traditional energy sources before the end of the decade. Through SunShot, the Energy Department supports efforts by private companies, universities, and national laboratories to drive down the cost of solar electricity to \$0.06 per kilowatt-hour. Learn more at [energy.gov/sunshot](#).

ITEM TITLE: Authorize Chair to Sign Letter to MassDOT Supporting Amended Construction Funding for CRT

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Letter to MassDOT	5/9/2017	Cover Memo

May 15, 2017

David J. Mohler
Executive Director
Office of Transportation Planning
Massachusetts Department of Transportation
10 Park Plaza, Room 4150
Boston, Massachusetts 02116

Dear Mr. Mohler:

On behalf of the Natick Board of Selectmen, I am writing to convey the strong support of the Town for the amended construction funding in the draft FY2018-2022 TIP for the Cochituate Rail Trail, MassDOT Project 607732.

The Town appreciates the support of MassDOT in recommending the increased funding level. The increased cost is attributable to the full replacement of the Route 9 bridge, as well as the expansion of the project scope to include improvements to Route 30.

The bridge replacement was an outcome of the 25% design hearing in January 2017, and ensuing discussions with MassDOT District 3. The Route 30 improvements are associated with a nearby development, which is partially funding the work; MassDOT has also participated in those discussions, as has Framingham.

The Town of Natick is committed to the CRT, as evidenced by the recent acquisition of required CSX right-of-way at a cost of over \$6 million, and our continued support for project design.

For the MPO's information, we anticipate that in the coming years a project is likely to be initiated to establish a direct connection from the CRT to a redesigned Natick Center MBTA commuter rail station, which is now at the beginning of a comprehensive design process. In consultation with MassDOT and the MBTA, the terminus of the CRT was changed to about 1000 feet north of the station in early 2016.

The Town appreciates the MPOs support for the CRT and other transportation projects in Natick and MetroWest. Please let us know if we can answer any questions.

Sincerely,

Jonathan Freedman, Chair

cc: Representative David P. Linsky
Senator Karen L. Spilka
Senator Richard J. Ross
Alexandra Kleyman, AICP, TIP Manager

DRAFT

ITEM TITLE: Approve 2017 Springfield Police Department's Ride to Remember
9/16/17

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request & Police Approval	5/9/2017	Cover Memo



Patricia O'Neil <poneil@natickma.org>

2017 SPD R2R permit

3 messages

Goggin, Michael <MGoggin@springfieldpolice.net>
To: Patricia O'Neil <poneil@natickma.org>

Fri, May 5, 2017 at 2:44 PM

May 5, 2017
Trish O'Neil
Executive Assistant
Town of Natick, MA

Good afternoon:

I am writing your department to request approval for the **2017 Springfield Police Department's "Ride to Remember" charity bicycle ride, scheduled for Saturday, September 16, 2017**. If this request is approved, I will be submitting the Certificate of Liability Insurance coverage for the Town of Natick, as well as the Indemnification agreement.

This is a Law Enforcement Bicycle ride from Springfield, Massachusetts to the State House in Boston. In 2015, we had 300 police officers, fire fighters and EMT's take part in this 106 mile trek across the State by bicycle. Bicyclists are escorted by over 20 police motorcycles from around the State. The purpose of this ride is to make the public aware of the Massachusetts Fallen Officer Memorial that is located outside the State House on Beacon Street in Boston. There are hundreds of names of fallen officers from Massachusetts that adorn this solemn monument. In addition, money raised during the event is donated to the Massachusetts Law Enforcement Memoria as well as a local charity organization.

The ride is escorted by well over 20 police motorcycle units, marked cruisers, as well as support staff and medical personnel.

The ride starts promptly at 7:00 A.M. from downtown Springfield and we arrive at the State House at 5:00 P.M. for the "Fallen Officer Ceremony". There are five rest stops along the way. Riders arrive at the Ashland Mass Middle School at approx. 3:00PM for a brief break and then depart the school grounds at approx. 3:30PM. I anticipate riders traveling on Rt 135 in Natick at approx. 3:40-3:45PM and continuing into Wellesley. If you have any questions you can contact me at 413-427-1814 or the Ride Director, Sgt. John Delaney at JDelaney@Springfieldpolice.net. Thank you for your anticipated consideration.

Respectfully,

Officer Michael Goggin
Springfield Mass Police

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

Tue, May 9, 2017 at 9:28 AM

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

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

Tue, May 9, 2017 at 9:34 AM

trish,

We would recommend approval.

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]

ITEM TITLE: Approve Road Closure Request for Block Party-Oliver Street-6/10/17
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request & Police Approval with Stipulations	5/9/2017	Cover Memo



Donna Donovan <ddonovan@natickma.org>

Re: request to close the street

1 message

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

Mon, May 8, 2017 at 1:44 PM

Donna,

Recommend approval with the following stipulations:

- Public Safety Dispatch ([508-647-9500](tel: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. Oliver Street be closed at Reynolds Avenue in a manner that allows motorists traveling on Reynolds Ave to turn left onto Oliver Street to head towards High Street.
- 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.

Additionally:

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

Reminder:

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

Respectfully,

Lt. Brian G. Lauzon

On Mon, May 8, 2017 at 1:21 PM, Donna Donovan <ddonovan@natickma.org> wrote:
Hi Brian,

Please see the block party request below.

Let me know if you have any concerns.

Thanks.

Donna Donovan
Senior Executive Assistant
Town of Natick
[508-647-6410](tel:508-647-6410)

—— Forwarded message ——

From: **Kinhead, Mary Beth** <mkinhead@natickps.org>
Date: Mon, May 8, 2017 at 1:18 PM
Subject: request to close the street
To: ddonovan@natickma.org

Hi Donna,

Thank you for sharing the process with me. Below is my request. Let me know if you need more information or have any questions:

Block Party
June 10, 2017
3 - 11pm
75-90 people
Intention is to block Oliver Street from the Forest Ave.end to Reynolds Ave.
(Traffic would still be able to travel on Reynolds and turn LEFT; traffic would be blocked from turning RIGHT.)

MaryBeth Kinhead, M.Ed.
Principal

Natick Preschool at Natick High School
15 West Street, Natick, MA 01760
phone: [508-647-6583](tel:508-647-6583)
fax [508-647-8522](tel:508-647-8522)

When writing or responding, please be aware that the Massachusetts Secretary of State has determined that every record that is made or received by a government entity or employee is presumed to be a public record.

ITEM TITLE: Approve Road Closure Request for Block Party-Reynolds Ave-5/29/17
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request & Police Approval with Stipulations	5/9/2017	Cover Memo



Patricia O'Neil <poneil@natickma.org>

Request for Street Closure - Memorial Day Block Party

3 messages

Aaron Stevens <azs@bu.edu>

Fri, May 5, 2017 at 2:17 PM

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

Cc: Rhiannon Agosti <rhiannon.agosti@gmail.com>, Eric Jones <emjones@alum.mit.edu>, "Glen B. Glater" <glen@oldmoose.com>, Aaron Stevens <azs@bu.edu>

Dear Ms. O'Neil,

I am writing to request a permit for a temporary road closure for our street, Reynolds Avenue, for our Memorial Day block party on 5/29/17. Would you please add this request to the agenda for an upcoming Board of Selectmen meeting?

Our party is co-hosted with several neighbors, some of whom I have copied on this email. This will be our fifth annual Memorial Day block party. The event would be held from approximately 2pm-8pm, and we expect about 100-125 people in attendance including 40-50 children. Specifically, we would like to close Reynolds Avenue to through-traffic from Pond Street to Oliver Street, with an additional barrier placed around #19 Reynolds Avenue to block the south half of the street from local traffic (to increase safety for children playing in the street).

Thank you for your attention to this matter.

Sincerely,
Aaron
[617-510-0743](tel:617-510-0743)

on behalf of
Aaron Stevens, 22 Reynolds Ave
Rhiannon Agosti, 23, Reynolds Ave
Eric Jones, 25 Reynolds Ave

Patricia O'Neil <poneil@natickma.org>

Tue, May 9, 2017 at 9:28 AM

To: Brian Lauzon <lauzon@natickpolice.com>

[Brian, your recommendations?](#)

[Quoted text hidden]

--

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

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

Tue, May 9, 2017 at 9:47 AM

Trish,

Recommend approval with the following stipulations:

- Public Safety Dispatch ([508-647-9500](tel: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.

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 Farmers Market Application for Section 15F Wine License-
Carr's Ciderhouse 5/20/17-10/17/17

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Application & State Approval	5/9/2017	Cover Memo

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

MATTHEW A. BEATON
Secretary

JOHN LEBEAUX
Commissioner

April 25, 2017

Nicole Blum
Carr's Ciderhouse
295 River Dr.
Hadley, MA 01035

Re: Certification of Agricultural Event Pursuant to M.G.L. c. 138, Section 15F

Dear Ms. Blum

Please be advised that your application for certification of the Natick Farmers' Market, on Saturdays from May 20th 2017 to October 31st 2017 from 9:00 am to 1:00 pm as an agricultural event pursuant to M.G.L. c. 138, Section 15F has been approved.

Please remember that, upon certification of an agricultural event by MDAR, the farm-winery must submit a copy of the approved application to the local licensing authority along with the application for obtaining a special license from the city or town in which the event will be held. Upon issuance of a special license, the winery should confirm that a copy of the special license was sent by the local licensing authority to the Alcoholic Beverages Control Commission (ABCC) at least seven (7) days prior to the event.

Sincerely,

A handwritten signature in black ink, appearing to read "John Lebeaux", written over a faint, circular official stamp.

John Lebeaux, Commissioner

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



Application for Certification of an Agricultural Event for the Sale of Wine
Pursuant to M.G.L. c. 138, Section 15F

*To be completed by the licensed farm-winery and returned to:

By Mail: Agricultural Event Certification Program, 251 Causeway Street, Suite 500, Boston, MA 02114

By Email: Rebecca.Davidson@State.ma.us with the subject line "Agricultural Event Certification"
(A separate application must be completed for each event)

In order for your application to be considered complete, you must include the following documents. Incomplete applications will not be accepted.

- ☐ Signed and dated application with farm-winery license number
- ☐ List of vendors with brief descriptions of products for current year/season
- ☐ Event operational guidelines or rules for current year/season
- ☐ Resume of event manager or description of experience
- ☐ Plan depicting the premises and specific location where the license will be exercised. See Template 1.
- ☐ Approval letter from event management including the name of the licensed farm-winery and the day(s), month and year of event. See Template 2.

1. Applicant Information					
Name of Licensed Farm-Winery	Carr's Ciderhouse				
Farm-Winery License Number	65	State of Issue	MA		
Contact Person	Nicole Blum				
Address	295 River Drive				
City	Hadley	State	MA	Zip	01035
Phone Number	413.336.7363	Email	nicole@carrsciderhouse.com		
Correspondence preference	<input type="checkbox"/> Regular Mail <input checked="" type="checkbox"/> Email				
<i>Note: Approval/denial letters will be sent regular mail.</i>					
Do you intend to sell, sample, or both? Check all that apply.					
<input checked="" type="checkbox"/> Sell <input checked="" type="checkbox"/> Sample					

2. Event Information					
Name of Agricultural Event	Natick Farmer's Market				
Type of Event	<input type="checkbox"/> Agricultural Fair (as defined by MDAR policy)		<input checked="" type="checkbox"/> Farmers Market (as defined by MDAR policy)		<input type="checkbox"/> Other Agricultural Event
If you selected "Other Agricultural Event", how does this event promote local agriculture?					
Event Address	Natick Common				
City	Natick	State	MA	Zip	01760
Event Phone Number	508.289.9118	Event Website	www.natickfarmersmarket.com		

3. Event Description

What are the date(s) and time(s) of the event?

Start date 5 / 20 / 17 End date 10 / 31 / 17 Time _____
Month Day Year Month Day Year

If this is a weekly event, on what day of the week does the event occur? 9-1 on Saturdays

If the event is an agricultural fair, does the event include competitive agriculture?

☐ Yes

☒ No

☐ N/A

Is the event sponsored or run by an agricultural/horticultural society, grange, agricultural commission or association whose primary purpose is the promotion of agriculture and its allied industries?

☒ Yes

☐ No

If yes, identify: Natick Farmers' Mkt.

4. Event Management

Name of Event Manager

Debra Sayre

Email Address

natickfarmersmarket@gmail.com

Phone Number

Is this person the on-site manager?

☒ Yes

☐ No

If no, identify on-site manager (include contact information):

If there are multiple managers, list them and include contact information:

Attach on-site manager(s) resume(s) or list any credentials or training of the on-site manager(s):
Relevant credentials include, but are not limited to, experience as a market manager, attendance at any market manager workshops, and experience with other agricultural events.

* From Debra Sayre

Debra Sayre has run the market since its founding in 1996.

to 04/19/17



20 Main Street
Natick, Ma. 01760

March, 2017

Carr's Ciderhouse
295 River Drive
Hadley, Ma. 01035

Dear Nicole,

It is my pleasure to announce that Carr's Ciderhouse has been accepted as a vendor at the 2017 Natick Farmers' Market. We are delighted you will be returning to the many customers who enjoy your products.

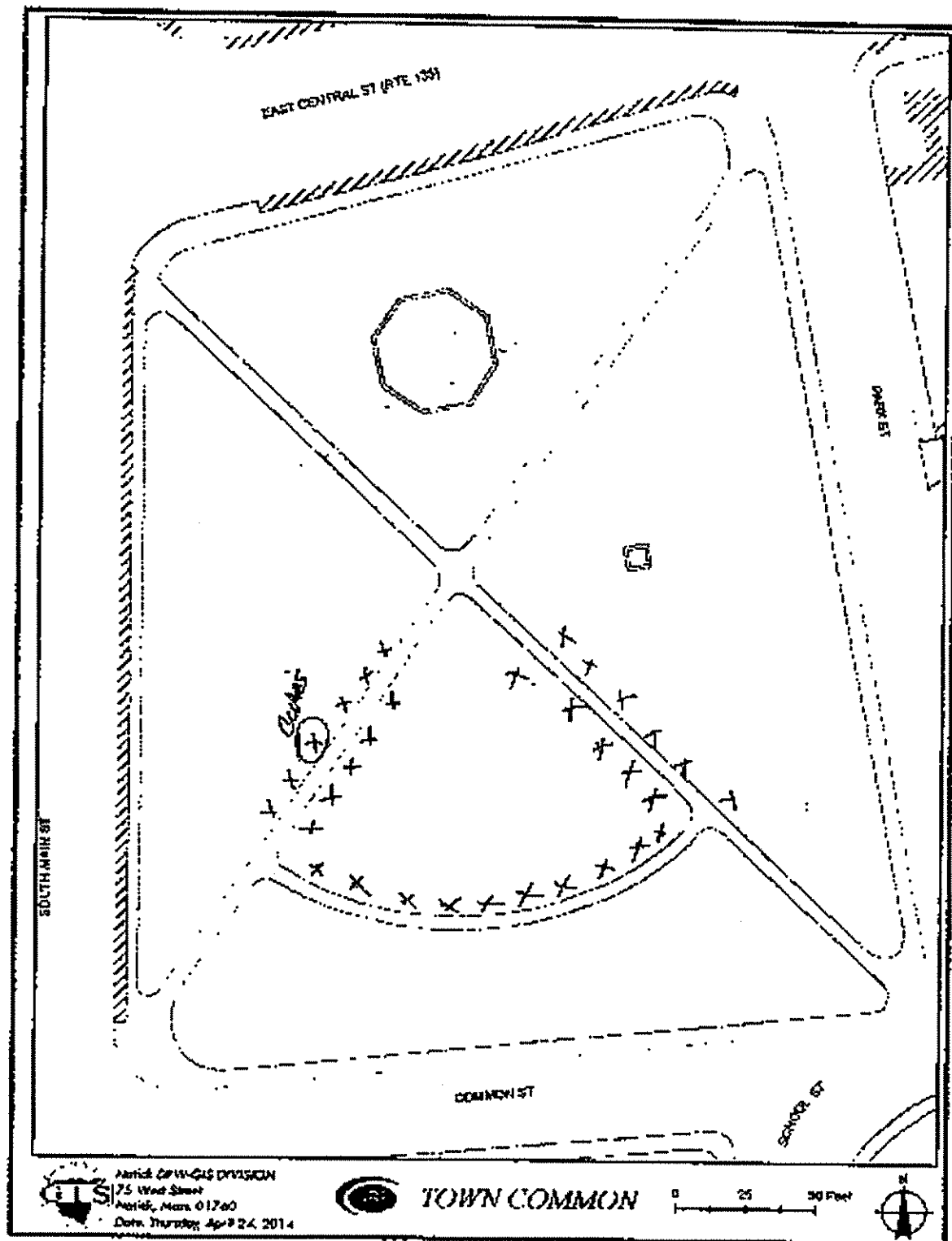
The market will be held every Saturday from 9 am to 1 pm, beginning May 13, 2017 and ending October 28, 2017.

Once approved by the MDOA, your application will be placed on the Selectmen's agenda for local approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Deb Sayre".

Deb Sayre
Market Manager
Debrasayre@gmail.com



Natick Farmers' Market Policies

Effective 1/1/2017

Natick Center Associate's Farmers' Markets are designed to bring local farmers and their produce and products to the community. No other produce is allowed except in special instances as approved by the market manager.

The Market Manager, at the direction of the NCA Board of Directors, has been assigned responsibility for determining who is appropriate to be added to the market and what products will add to the success of the market. **The Farmers' Markets will not conflict with any business in Natick Center.** A business from Natick Center can be featured each week.

What is allowed at the market:

In addition to produce, dairy products, breads, meat, fish, flowers, plants, coffee & wine, value added products are allowed if presented by the primary producer...i.e. jams made in a commercial kitchen by the person who designed the recipes or their staff.

Handmade crafts are allowed if presented by the artist or their representative, subject to scheduling by the Market manager.

Non-profit organizations may be part of the market if they serve the local community. Approval and scheduling shall be provided by the Market Manager.

A table for NCA members to display brochures, flyers, business cards and special offerings will be available.

What is not allowed at the market:

There shall be no resale or third party representation of product unless approved by the Market Manager.

There will be no mass produced products unless approved by Market Manager for special event or activity,

All food vendors must receive a permit from the Board of Health or they will not be allowed to participate. Regular food vendors shall provide a copy of their liability insurance policy.

Vendors at the market will display signage regarding the origin of the products (i.e. name of farm or value added producer) and appropriate product pricing/labeling. All vendors will comply with all Federal, State and local laws and regulations.

Food trucks will not be allowed as part of the Farmers' Markets unless part of a special event as approved by the Market Manager.

Should there be a grievance or complaint, the Market Manager will address it, individually, with one or more vendors or with the Natick Center Associates Board of Directors, the sponsoring organization. If appropriate, the Board of Health may also be involved with resolving the matter.

Aaronap Cellars	noel@aaronapcellars.com	978-692-7510	Noel
A Basketful of Herbs	carolpope@comcast.net	508-655-2018	Carol
Amir's Natural Foods	amirsedhom@amirsnaturalfoods.com	518-487-1248	Faiza-c
Annabanana's Homemade	annabanashomemadegoodness@gmail.com		Sarah
Bagel Alley	bagelalley@aol.com	508-783-5969	Brett
Baking With Joy	info@bakingwithjoy.com	781-985-0772	Linda/Wendall
Birch Tree Bread Co.	Robert@birchtreebreadcompany.com	508-612-8050	Robert
Bondat	jordan@bondatfoods.com	781-254-6170	Jordan
Bootblack Brand	paul@bootblackbrand.com	401-289-3941	Paul
Calcutta Curry	calcuttacurry@gmail.com		Priya
Carmel Farm	Carmet_dan@yahoo.com		Dan
Caroline's Kitchen	info@cookinituphealthy.com	781-307-3426	Jacqui
Carr's Ciderhouse	Nicole@Carrsciderhouse.com		Nicole
Cauldron Fermented Foods	Bethany@cauldron....com	978-828-3971	Bethany
Chestnut Farms	chestnutfarms@comcast.net	774-757-8854	Bonnie-c
Chrissy's Crumble	Chrissy@chrissyscrumble.com	617-733-2622	Chrissy
CocoBean Bakery	CocoBeanBakery@gmail.com		Irena
Contoocook Creamery	meagann1224@gmail.com	603-856-1490	Meagan
Couet Farm	cheese@couetfarm.com	203-216-1571	Marie-Laure
Cookie Lady Treats	info@cookieladytreats.com	978-298-5754	Laura
Cucina Caterina	Caterina@cucinacaterina.com	617-270-7199	Kevin
Deano's Pasta	Hala@deanospasta.com	781-866-9031	Becky/Hala
Doos P.K.	iosemalary@gmail.com	508-216-5481	Jose-c
Doris' Peruvian Pastries	peruvianpastries@gmail.com	774-245-5175	Doris
Doves and Figs	Robin@dovesandfigs.com	855-285-5267	Robin
Eva Ruth's Foods	ruthflynn@evaruths.com	401-742-4656	Ruth
Everything Jalapone & Not	lsheerman@brightinsurance.com	508-246-5855	Mike
Fixx Chocolates	Nicole@fixxchocolates.com	617-823-8912	Nicole
Flats Mentor Farm	283 North St., Leominster 01453	978-502-9998	Pa Yang Thao
Foppema Farm	foppema@juno.com	508-887-3054	Lisa/Jesse
Freitas Farms	Freitas.farm@yahoo.com	508-981-9906	Scott
Happy Cat Granola	kdbill@aol.com	603-880-4436	Karen
Jaju Pierogi	jajupierogi@gmail.com	413-221-5328	Casey
Jan's Artisan Teaspot	jansartisanscup@comcast.net	781-647-9271	Janet
Jordan Bros. Seafood	Jordanbrothersseafood@yahoo.com	781-308-5372	Bobby
Just Add Cooking	Daniel.snedeker@gmail.com	607-379-1212	Dan
LaCantina Winery	bob@lacantinawinery.com	617-851-5127	Bob
Lightening Ridge Farm	inen@aol.com	508-653-3212	Nancy
Little Beehive Farm	tony@littlebeehivefarm.com	617-281-8867	Tony
Nanette's Pastries	nanettepastries@gmail.com	857-930-8781	Anne Sophie
Narragansett Creamery	markin@richesses.com	401-272-4944	Mark
Nashoba Extract	Nashobavalleyextractco@gmail.com	978-201-5245	Meagan
Natick Organic Farm	casey@natickfarm.com	508-655-2204	Casey
Nicewicz Family Farm	thomasnicewicz@comcast.net	978-697-1958	Alan
Nu3Kidz	giulip@nu3kidz.com	508-685-1328	Giuliana-c
Omega Oil(Long Run)	Erica@omegaoil.co	860-230-8773	Elyse
Popover Lady	thepopoverlady@gmail.com	781-979-9834	Jay/Naomi
Powerhouse Juice	hadeberio@yahoo.com	978-729-3244	Heather
Revelry Coffee	lauren.e@revelrycoffee.com	714-955-2878	Lauren
Sa's Homestyle	sashomestyle@gmail.com	508-397-0961	James/Sara
Shagbark Farm	shagbarkfarm@unenburgma@gm..	978-340-7628	Tom
SwissBakers	michaeltolman@gmail.com	617-842-3460	Michael
Tangerini's Spring St. Farm	info@tangerinisfarm.com	508-667-7638	Laura
Tasty Harvest	tastyharvest3@gmail.com	413-265-7020	Tony
WeGrowMicrogreens Farm	wegrowmicrogreens@g...	617-792-5424	Lisa

ITEM TITLE: Approve Request of Natick Center Cultural District to Paint Electrical Boxes

ITEM SUMMARY:

ATTACHMENTS:

Description

Request

Upload Date

5/10/2017

Type

Cover Memo



Natick Center Cultural District
20 Main St. Suite 208
Natick, MA 01760
508.650.8848
www.natickcenter.org

April 18, 2017

Natick Board of Selectmen
Natick Town Hall
13 East Central Street
Natick, MA 01760

RE: NCCD Request Permission to Paint Electrical Boxes for the "Electrical Box Paint Program".

Dear Natick Board of Selectmen,

On behalf of the Natick Center Associates Board of Directors and the Public Art Committee (PAC) we are seeking approval for the following as related to the "Electrical Box Paint Program":

1. Approval for 2 additional electrical boxes to be painted as part of the "Electrical Box Paint Program."
 - a. Box #1 is at 2 Washington Avenue.
 - b. Box #2 is on 67 East Central Street. (Please see attached for photos and dimensions.)

Upon approval by the BOS, the PAC will seek artist submissions and two pieces of artwork will be chosen by the PAC by the end of June. If approved, the artwork for the Washington Ave. and East Central St. boxes will be presented before the Board of Selectmen for final approval before painting is commenced. Once the artwork is approved the painting of the electrical boxes will begin and would be completed by Fall 2017 before Natick Artists Open Studios (NAOS) in October.

The location of these boxes has been chosen purposefully as they are both along the route of the Boston Marathon. The PAC will be requesting that artists submit work related to the Boston Marathon theme.

It has been confirmed by Jeremy Marsette at the DPW that these boxes are both property of the Town of Natick and have received his approval to be painted.

These projects are funded through a grant given to the Cultural District by the Massachusetts Cultural Council.

Thank you for your consideration and for your support of the Natick Center Cultural District's Public Art initiative.

Sincerely,

A handwritten signature in black ink that reads "Athena Pandolf". The signature is written in a cursive, flowing style.

Athena Pandolf
Executive Director, NCCD

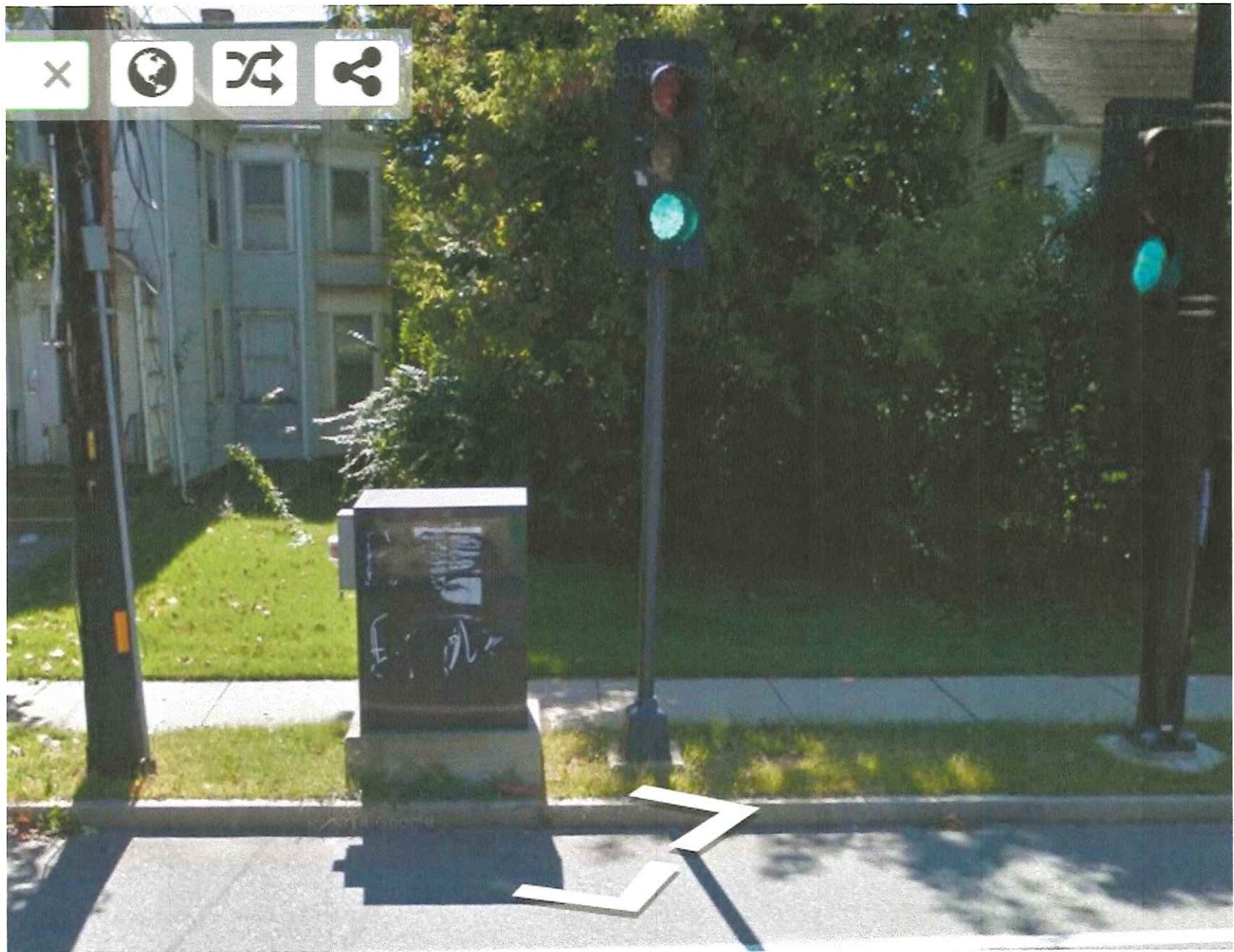


2 Washington Ave:

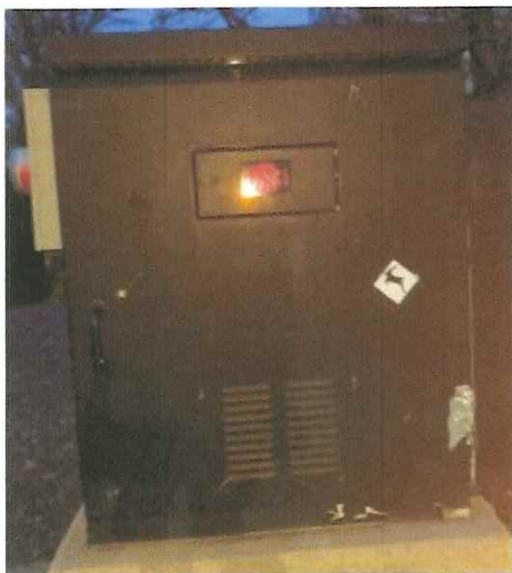
L: 26 $\frac{1}{2}$ "

W: 44"

H: 56 $\frac{1}{4}$ "



2 Washington Ave.



67 E Central St.:

Big Unit:

L: 26 $\frac{1}{2}$ "

W: 44"

H: 55" - 55 $\frac{3}{4}$ "

Small Unit:

L: 19 $\frac{3}{4}$ "

W: 8"

H: 48 $\frac{1}{2}$ "



67 E. Central St.

ITEM TITLE: Ratify Chair's Decision to Approve America Needs Fatima Rosary Recital on Natick Common 5/13/17

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request & BOS Chair Approval	5/11/2017	Cover Memo
Recreation & Parks Approval	5/11/2017	Cover Memo

Patricia O'Neil <poneil@natickma.org>

America Needs Fatima - May 2017

7 messages

Patricia O'Neil <poneil@natickma.org>
To: Jonathan Freedman <ifreedman@natickma.org>

Fri, May 5, 2017 at 12:41 PM

Hi John. I just received this from Rec and Parks. Apparently, the request to use the Common was sent to Recreation and Parks late, and we never received it at all. Rec and Parks voted on it at their May 1st meeting, recommending approval, and now they are not sure what to do because the event takes place 5/13, two days before our meeting. It would normally require approval by the Board, but where it is such a small group and they really don't require anything, I asked Martha if the Chair could approve it. She said that you could, and that your decision could be ratified at the next meeting. It is a simple, 20 minute gathering of 24 or so people for a prayer. Would you be willing to approve it?

Forwarded message -----

From: **Linda Pinault** <lpinault@natickma.org>

Date: Fri, May 5, 2017 at 12:33 PM

Subject: America Needs Fatima - May 2017

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

[Quoted text hidden]

Trish and Jonathan,

They need nothing at all. They just walk around reciting the Rosary. It will be no more than a half hour (more than likely less).

They plan to begin at 2:30 pm which will be well after the Farmer's Market.

Below is what [REDACTED] sent me today. They plan on holding a couple more of these at different times of the year.

Thank you so much for your consideration.

Linda

100th Anniversary of

Our Lady of Fatima

1917 - 2017

Rosary Recital Meeting

Saturday, May 13, 2017

at Natick Common

2:30 p.m.

*Praying for America through
"American Needs Fatima"*

with 5,000 other cities across the country!

[Quoted text hidden]

Jonathan Freedman <jfreedman@natickma.org>

Tue, May 9, 2017 at 10:28 AM

To: Linda Pinault <lpinault@natickma.org>

Cc: Patricia O'Neil <poneil@natickma.org>

Ok, I'll approve this based on the information provided. We'll have to have this on the next agenda for ratification of the decision [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Natick Recreation and Parks Department

"Create Community through People, Parks and Programs"

To the Board of Selectmen,

Please be informed that at their **Monday, May 1, 2017** meeting the Natick Recreation and Parks Commission voted unanimously in favor of the following request for use of the Common. The Commission is recommending the following to the Board of Selectmen:

- **America Needs Fatima** request to hold their **Rosary Prayer Meeting** on the Common on **Saturday, May 13, 2017** at **2:30 pm**.

The Commission recommends a **no user fee** user as no utilities will be needed.

Their plan is for approximately 24 people to be on the Common for 15 to 20 minutes.

Please feel free to contact me at the Recreation and Parks Department Office if you have any questions prior to your next meeting concerning this event.

Best Regards,
Linda Pinault



Karen Partanen <kpartanen@natickma.org>

Rosary Rally on Saturday, May 13, 2017

Victoria Bonanni <vnatick@aol.com>
To: kpartanen@natickma.org

Mon, Apr 24, 2017 at 8:13 PM

Dear Karen,

The organization, America Needs Fatima, contacted me to arrange a public Rosary Prayer Meeting in Natick for the 100th anniversary of Fatima to take place on Saturday, May 13th. This group has arranged for 5,000 public Rosary recitals to take place on that date around the county to pray for the United States of America.

I would like to hold the event at noontime, unless it conflicts with anything already scheduled, in which case, it may take place later that afternoon. The recital of prayers should only take 15 to 25 minutes. There will be no refreshments and I will arrange for chairs.

I apologize for this late request. I agreed to do this, but was consumed by a wall-to-wall carpet replacement in my apartment where I have lived for 26 years. This involved getting help through two Natick agencies that interceded for me to move furnishings and I packed a lot of boxes! I was able to collect more than 30 boxes from local businesses! You may have heard that this was going on for me because people started telling me that the rumor was that I am moving. Move? From Natick? Only to Heaven!!

Well, I was asked to email you as soon as possible so that this request may be placed on the agenda for discussion for this coming Monday, May 1st.

I am confident that this event is DOABLE. Ultimately--as all things--it is in God's hands! Even if only a few people can attend at short notice, it will be a blessing knowing our prayers for our country are joined with so many other Americans.

Whatever you may be able to do to help me will be appreciated.

Thank you for your time and consideration.

Sincerely yours,

Victoria-Ann Bonanni

ITEM TITLE: Accept the Recommendation of the MathWorks Scholarship Committee
Candidates for 2017

ITEM SUMMARY: a. Sam Cohen (Due to schedule conflict, parent will attend)
b. Julia Shanno

ATTACHMENTS:

Description	Upload Date	Type
MathWorks 2017 Final Report	5/12/2017	Cover Memo

The MathWorks Scholarship Committee

Report - May 2017

Committee Chair: Lenore Freitas

Committee Members: Gregg Cohen, Brian Fay, Ismar Volic

First the scholarship committee would like to thank Mathworks for their generous support of Natick students. We are grateful for the commitment that Mathworks has shown to the community.

The MathWorks Scholarship selection process was a challenge once again. In our application pool, we had 17 candidates, including 13 students from Natick High School and 4 from private and charter schools.

During our evaluation process, the Committee reviewed all applications and ranked them based on academic achievement, a student essay, and a demonstrated commitment to math and science. We then interviewed the top candidates. This was, as always, the most interesting part of the process.

Although it was a difficult decision, the committee identified two students whom we would like to recommend for the MathWorks award. These students are Sam Cohen and Julia Shanno.

Sam Cohen is a senior at Natick High School. Sam is one of the top students in his class. Sam has taken an impressive course load which included, 9 AP classes and 3 additional math classes above AP calculus. Outside of class Sam has also spent much of his time working with the Natick High School Robotics team. He was also accepted into the MIT PRIMES program where he worked on a research project with PhD candidate. Sam is a member of both the Science Bowl and Math Team at Natick High, as well as being an accomplished gymnast. He will be attending Princeton in the fall and has plans to major in Physics.

Julia Shanno is a senior at Noble and Greenough School. While being ranked as one of the top students in her class Julia took 5 AP classes. While maintaining a difficult course load Julia played both Hockey and Softball. She was also a writer for the school newspaper, a tutor for middle school students and participated in school musicals. During the summers Julia has taken service trips to Rwanda and New Orleans, she has volunteered at Newton Wellesley Hospital and she took a 1 week intensive course at Brown University in her intended major of Biomedical Engineering. Julia will be attending the University of Virginia in the fall.

It is with great pleasure that we recommend these students for the MathWorks scholarships. Their commitment and passion for learning will ensure their success at college and beyond.

ITEM TITLE: Doug Gordon, Boston Event Specialists: Request for Food Truck Permit/Hawker & Peddler License at Natick High School Community Music Festival Fundraiser 6/10/17 with Approval Contingent Upon Inspection of Truck and Issuance of Permit by the Board of Health

ITEM SUMMARY: Also present will be Ali Chalmers, Natick High School Student/Event Organizer, and Brian Harrigan, Natick High School Principal.

ATTACHMENTS:

Description	Upload Date	Type
Boston Events Food Truck Application	5/15/2017	Cover Memo
Request	5/11/2017	Cover Memo
Event Flyer	5/9/2017	Cover Memo
Recommendation from Community Development Director	5/11/2017	Cover Memo
Food Truck Policy	5/9/2017	Cover Memo

FEE: \$150.00

Seasonal

OFFICE OF THE
BOARD OF HEALTH
13 East Central St., Natick MA 01760

Telephone 508-647-6460
Fax 508-647-6466

APPLICATION TO OPERATE A FOOD ESTABLISHMENT

Today's Date: 5-15-17

Name of Establishment: DAG Concessions DBA Boston Events

Location Address: 21 Daniels RD. Framingham MA ⁰¹⁷⁰¹ ~~NATICK MA~~

Mailing Address:

(if different than above)

Telephone # at Establishment 617 719 8034

Email Address Gordon, Doug4@gmail.com

Name & Title of Applicant Douglas Gordon

Address of Applicant: 21 Daniels RD Framingham MA 01701

Name of Owner (if different from applicant)

Type of Ownership: (circle one)

A Individual ***B Partnership** ***C Corporation** ***D Association** ***E Other** explain

* if B, C, D, or E circled - provide Name, Title, Phone # and Home Address of Officers or Partners

Name	Title	Telephone #	Home Address
Douglas Gordon	owner	617 719 8034	21 Daniels RD Framingham MA 01701

Emergency Response Person or Zone, District, Regional Manager:

Name: Douglas Gordon Telephone Number: 617 719 8034

Address: 21 Daniels RD Framingham MA 01701 Email: Gordon, Doug4@gmail.com

Manager of Food Establishment:

Name: Mark Mulken Telephone Number: 617 501-2943

Address: 45 Shore Dr. Wrentham MA Email: Mark Mulken@gmail.com

OVER

Type of Food Establishment - check all that apply

☐ Food Service

☐ Caterer

☐ Retail Food

☐ Residential Kitchen

☐ Incidental Retail Food
(pre-packaged, non-refrigerated foods only)

☐ Institutional ex. School,
Nursing Home, Day Care

☐ Mobile *complete unit information sheet and other
permitting procedures as requested*

☐ Private Club, Church, Non Profit

Duration of Permit: ☐ Annual ☒ Seasonal ☐ *Temporary Event *must list all food and where it is from*

Day(s) and Hours of Operation / Temporary Event: 6/10 Soccer / 6/10 Benefit 10/7 Columbus
Town Meet

Seating Capacity: _____

Square Footage (for Retail): _____

**Temporary Event must list the food to be served and where it is from; use an additional page if necessary*

Italian Sausages (precooked) Chicken Fingers (precooked) + Fries
Hot Dogs Slush - if warm
BBQ chicken (precooked) Hamburgers (precooked)
Fried Dough

Person(s) Certified in:	Yes	No
Food Safety Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Allergen Awareness	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Anti-Choking Procedures	<input type="checkbox"/>	<input type="checkbox"/>
<i>services with seating capacity of 25 or more must have a certified employee on site for each shift</i>		
<u>All applicable certifications shall be posted in a conspicuous place</u>		

By signing this I attest to the accuracy of the information provided in this application. Furthermore I affirm compliance with the provisions of 105CMR 590.000/Federal Food Code and allow the regulatory authority access to the establishment as specified in this Code.

Signature of Applicant _____

Pursuant to M.G.L. Ch 62C, section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all State tax returns and paid all state taxes required under law.

020466232
Social Security # or Federal ID #

[Signature]
Signature of Individual or Corporate Name

[Signature]
Signature of Corporate Officer (if applicable)

Please make checks payable to the **Town of Natick** and return to
The Board of Health, 13 East Central St., Natick MA 01760

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

MARK MULKERRIN

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination,
which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

14842612

CERTIFICATE NUMBER

10538

EXAM FORM NUMBER

3/18/2017

DATE OF EXAMINATION

3/18/2022

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

Sherman L Brown

Sherman Brown
SVP, National Restaurant Association Solutions



In accordance with Maritime Labour Convention 2006, Resolution ADM N.068-2013 (Regulation 3.2, Standard A3.2)
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1410250 v.1401

Contact us with questions at 175 W Jackson Blvd. Ste 1500, Chicago, IL 60604 or ServSafe@restaurant.org.

CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: MARK MULKERRIN

Certificate Number: 1970268

Date of Completion: 6/28/2015

Date of Expiration: 6/28/2020



*The above-named person is hereby issued this certificate
for completing an allergen awareness training program
recognized by the Massachusetts Department of Public Health
in accordance with 105 CMR 590.009(G)(3)(a).*

This certificate will be valid for five (5) years from date of completion.

Issued By:



Massachusetts Restaurant Association
333 Turnpike Road, Suite 102
Southborough, MA 01772
508-303-9905
www.marestaurantassoc.org

NATIONAL
RESTAURANT
ASSOCIATION®
800.765.2122
www.restaurant.org

Landmark News Group & Concessions, Inc.
WBE/DBE CERTIFIED COMPANY

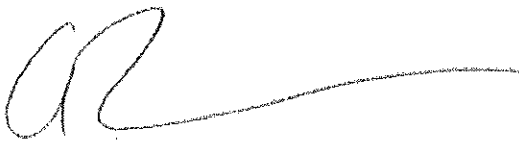
February 28, 2017

To whom it may concern:

This letter is to certify that Boston Event Specialist's base of operation is located at 3 Oakland Street, Woburn, Ma 01801

Permit attached.

Sincerely,

A handwritten signature in black ink, appearing to be 'AM' followed by a long horizontal stroke.

Angela Maria Mahoney
President

The Commonwealth of Massachusetts

DEPARTMENT OF PUBLIC HEALTH, BUREAU OF ENVIRONMENTAL HEALTH
FOOD PROTECTION PROGRAM, 305 SOUTH STREET, JAMAICA PLAIN, MA 02130
LICENSE



In Accordance with Massachusetts General Laws Chapter 94 Section 305C

NUMBER	ISSUED	EXPIRES	TYPE
MA-7884	03/07/2017	03/07/2018	Process or Distribute Food for Sale at Wholesale

ISSUED TO

LANDMARK NEWS GROUP INC.
LANDMARK FUN FOODS
3 OAKLAND STREET
WOBURN, MA 01801
ATTN: ANGELA MARIA MAHNEY PRESIDENT

A handwritten signature in black ink, appearing to read "AMB", written over a horizontal line.

COMMISSIONER OF PUBLIC HEALTH

RECIPIENT'S COPY

POST IN A CONSPICUOUS PLACE

639878





Boston Inspectional Services

Health Division - Food Services Inspection

1010 Massachusetts Avenue, Boston, MA 02118
Telephone: (617) 635-5326 Fax: (617) 635-5388
Web: www.cityofboston.gov/isd/health

Business Name: **Boston Events Specialist (1)**

License/AP #: **25049**

Type: **Mobile Food Server**

Inspection Time: **12:39 PM**

Address: **1252 Boylston ST**

Issue Date: **4/13/2017**

Inspector: **David Finnegan Jr.**

Owner/Operator: **CARDINAL, DEBBIE - APPLICANT (P)**

Med2

Compliance Inspection

PASSED

Result Notes: 2017 Health Permit posted at cart. ALL OK.

Official Order for Correction: Based on an inspection this day, the items cited below identify the violations in operation or facilities which must be corrected by the date specified below. This report, when signed by a Board of Health (BOH) member or its agent constitutes and order of the BOH to correct violations. Failure to comply with this notice may result in immediate suspension of your permit. If aggrieved by this directive, you have a right to a hearing. Your request must be in writing and submitted to ISD at the above address within ten (10) days of receipt of this order.

Re-inspection Date: ___/___/___

Signed 4/13/2017 12:40:32PM by DAVID FINNEGAN JR. - INSPECTOR

Signed 4/13/2017 12:41:21PM by Mark Mulkerrin



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LEHRER & MADDEN INC. 10 UNION ST. NATICK MA 01760		CONTACT NAME: Bonnie Cutler PHONE (A/C, No, Ext): (508) 650-1202 FAX (A/C, No): E-MAIL: bcutter@lehrermadden.com ADDRESS: bcutter@lehrermadden.com																						
INSURED DAG CONCESSIONS INC 21 DANIELS RD. FRAMINGHAM MA 01701		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>TRAVELERS PROPERTY CAS CO OF AM</td><td>25674</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	TRAVELERS PROPERTY CAS CO OF AM	25674	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: 137641

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		N/A			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	N/A			EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	7PJUB6B00595016	05/20/2016	05/20/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
			N/A			

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

Workers' Compensation benefits will be paid to Massachusetts employees only. Pursuant to Endorsement WC 20 03 06 B, no authorization is given to pay claims for benefits to employees in states other than Massachusetts if the insured hires, or has hired those employees outside of Massachusetts.

This certificate of insurance shows the policy in force on the date that this certificate was issued (unless the expiration date on the above policy precedes the issue date of this certificate of insurance). The status of this coverage can be monitored daily by accessing the Proof of Coverage - Coverage Verification Search tool at www.mass.gov/lwd/workers-compensation/investigations/.

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Daniel M. Crowley, CPCU, Vice President - Residual Market - WCRBMA

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Patricia O'Neil <poneil@natickma.org>

Food Trucks

7 messages

Chalmers, Alexandra <alchalmers@students.natickps.org>
To: poneil@natickma.org

Tue, May 9, 2017 at 3:10 PM

Hi Ms. Oneil,



We would love to have two food trucks (hamburger hot dogs, mexican in the other) and one ice cream truck. Attached is a flyer describing the event. Thank you so much! Let me know if I can answer any questions!

Ali



June 10 Flyer Final.pdf
182K

Patricia O'Neil <poneil@natickma.org>
To: "Chalmers, Alexandra" <alchalmers@students.natickps.org>

Tue, May 9, 2017 at 3:13 PM

Thank you, Ali. I will try to get this on the Selectmen's 5/15/17 agenda. Would you be able to attend to explain a bit about the event? Also, in the meantime, please contact the Board of Health at [508-647-6460](tel:508-647-6460) to inquire about what they might require in terms of permits, etc. I believe the ice cream truck would come under their jurisdiction and would not require a permit from the Board of Selectmen. And I'm not sure what else the Board of Health would require for the regular food trucks. I will get back in touch with you tomorrow to let you know whether or not this will be on the agenda.

[Quoted text hidden]

--

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

Patricia O'Neil <poneil@natickma.org>

Wed, May 10, 2017 at 9:58 AM

To: "Chalmers, Alexandra" <alchalmers@students.natickps.org>, bharrigan@natickps.org, Jim White <jwhite@natickma.org>

Good morning Ali and Principal Harrigan.

In preparing the agenda for the May 15th Board of Selectmen's meeting at 7:00 PM in the Dlott Meeting Room on the second floor of Town Hall, we noted your flyer stated that your

event would also include a raffle, which would require permitting by the Town Clerk's office. The Town Clerk's name is Diane Packer and she can be reached at [508-647-6430](tel:508-647-6430).

In addition, the proprietor of whatever food trucks you retain would have to be present at the May 15th Selectmen's meeting in order to apply for a permit -- the Board cannot issue a permit to the high school or to you as an individual, i.e., the permits must be issued to the vendors you hire. Those vendors would also need to contact the Board of Health at [508-647-6460](tel:508-647-6460) to determine what their requirements are for food trucks. I have attached a copy of the Selectmen's food truck policy, and I believe the Board of Health also has their own policy. In terms of ice cream trucks, they need to be approved by the the Police Department and have a CORI check in order to operate.

I spoke with the Director of Public Health (Board of Health), Jim White, a few minutes ago. Your best bet would be to contact him at [508-647-6460](tel:508-647-6460) to determine which food trucks and ice cream trucks are already licensed with the Board of Health. That may facilitate the process for you. However, if you do hire any of their already approved vendors, those vendors would still need to come before the Board of Selectmen for approval.

Please let me know at your earliest convenience if you wish to proceed. The agenda must be posted by tomorrow afternoon but I am happy to assist in any way that I can.

On Tue, May 9, 2017 at 3:10 PM, Chalmers, Alexandra <alchalmers@students.natickps.org> wrote:

[Quoted text hidden]

--

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



Food Truck Policy Revised_Permanent 01.27.14.pdf

103K

Chalmers, Alexandra <alchalmers@students.natickps.org>

Wed, May 10, 2017 at 4:41 PM

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

Cc: Brian Harrigan <bharrigan@natickps.org>, Jim White <jwhite@natickma.org>

Hello,

Thank you so much for all your help! We do wish to proceed with the food trucks. We have contacted Frank Sacchetti who is the owner of the Frosty Ice Cream Truck and he will be joining us at the meeting May 15th. We also have one more food truck coming owned by Doug Gordon. He has done youth lacrosse in the past at the Natick High School turf, and he will also be joining at the May 15th meeting. Let me know if you need any other information.

Save the date!

6/10/17

NHS Community Music Festival

A Fundraiser For Students In Africa



The NHS Change the World Club has been working very hard this year to fundraise for girls education in the Gambia, West Africa. After raising \$7,500 the club is excited to announce that Natick will be hosting five female students from the Gambia this June to further international relationships between high schoolers while providing them with a chance to experience America.

Please save the date, Saturday June 10th, and join us at the NHS Community Music Festival! Expect to experience the "fun" in fundraising with food trucks, activities, live music, and inspirational presentations from both Gambian and Natick students.

The proceeds of the event will go towards the tuition of female students in The Gambia who are a part of a grassroots program called Starfish International.

Lets make a difference together!

4:30pm-6:00pm: Food Trucks, Live Music, Raffle, Silent Auction, Art Walk, Games

6:00pm-8:00pm: Benefit Concert in NHS Gymnasium

Location: NHS front lawn and Gymnasium

Tickets are \$10 pre-sale and \$15 at the door. To purchase a ticket pre-sale visit:

<https://www.jangayakarr.org/>

Patricia O'Neil <poneil@natickma.org>

Thu, May 11, 2017 at 10:39 AM

To: James Errickson <jerrickson@natickma.org>, Jim White <jwhite@natickma.org>

Cc: "Chalmers, Alexandra" <alchalmers@students.natickps.org>, Brian Harrigan <bharrigan@natickps.org>

Good morning. As below, a Natick High School student is organizing a fundraising event to benefit Natick High School's Sister School in Gambia. This request is on the Board of Selectmen's May 15th agenda for discussion. Would each of you please provide a recommendation that I can include for the Selectmen about the use of a food truck for the event? I apologize for the late notice, but I would need a response by tomorrow latest. See the attached flyer for details. Thanks.

[Quoted text hidden]



Natick High School Flyer.pdf

181K

James Errickson <jerrickson@natickma.org>

Thu, May 11, 2017 at 11:14 AM

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

Cc: Jim White <jwhite@natickma.org>, "Chalmers, Alexandra" <alchalmers@students.natickps.org>, Brian Harrigan <bharrigan@natickps.org>

Hi Trish,

Regarding the proposed food trucks to be used for an event at the High School on June 10th, I have no comments or concerns, other than to ensure compliance with Board of Health and any other state or local regulations.

Seems like a nice complement to the event!

Jamie

[Quoted text hidden]

--

James Errickson

Director - Community & Economic Development

Town of Natick

[508-647-6450](tel:508-647-6450)



TOWN OF NATICK
FOOD TRUCK POLICY
Revised January 27, 2014

1. Intentions

It is the intent of the Town of Natick in establishing this trial policy to regulate the location and operation of mobile food vending services so as to achieve the following goals:

- A. Encourage new investment and economic activity in Natick
- B. Support and grow opportunities for existing restaurants and food businesses
- C. Anticipate demand for Food Trucks by residents, employees and visitors
- D. Provide for siting Food Trucks on public and/or private property
- E. Encourage use of existing town assets and amenities in siting of Food Trucks
- F. Encourage partnerships with associations and organizations
- G. Anticipate Food Trucks in various locations throughout Natick

2. Definition

- A. Food Truck: a readily movable trailer or motorized wheeled vehicle, currently registered with the Massachusetts Division of Motor Vehicles, designed and equipped to cook, prepare, and serve food.

3. Master Agreement Provision:

- A. The Town of Natick may grant approval for Food Trucks as part of any license or agreement to use Town Property, subject to the approval of the Board of Selectmen as licensing authority.

4. Locations

- A. Food trucks may be located on privately owned non-residential property, subject to applicable zoning bylaws, with the approval of the property owner. A food truck may not be located in any portion of a parking lot when and where such location would prevent the use of required parking spaces during the regular hours of operation of the primary businesses on the lot, unless the vendor provides documentation that the property would remain compliant with applicable parking requirements. The vending location shall not otherwise interfere with the movement of motor vehicles in the designated parking lot, nor with the safe movement of public safety vehicles and personnel.
- B. Except for the Natick Center Downtown Mixed Use and HOOP districts, Food Trucks may be licensed by the Board of Selectmen upon the recommendation of the Community Development Director or his designee.
- C. Within the Natick Center Downtown Mixed Use and HOOP districts, Food Trucks in Natick Center may be licensed in locations designated by the Board of Selectmen upon the recommendation of the Community Development Director or his designee,

who shall consult with Natick Center Associates prior to making such recommendation.

- D. Food Trucks shall be positioned on marked parking spaces and shall not block drive aisles, other access to loading and/or service areas, or emergency access and fire lanes. Food trucks must also be positioned at least 15' away from fire hydrants, any fire department connection, driveway entrances and alleys.
- E. Food Truck vendors shall comply with all local, county and state tax regulations, including but not limited to retail sales applicable to food and beverages.
- F. This Section shall not be applicable to canteen, coffee or ice cream trucks that move from place to place and are stationary for no more than fifteen minutes at a time.

5. Public Safety and Nuisance Prevention

- A. Food Truck vendors must obtain requisite licenses for operation from the Natick Health Department.
- B. Temporary connections to potable water are prohibited. All plumbing and electrical connections shall be in accordance with the State Building Code.
- C. Grease must be contained and disposed of in accordance with State Sanitary Code.
- D. Grey water must be contained and disposed of in accordance with State Sanitary Code.
- E. Food trucks must have a working fire extinguisher on board during hours of operation.
- F. Food trucks may not operate as a drive-in window operation.
- G. Trash and recycle receptacles shall be provided for customers and trash and recyclables removed from the site daily.
- H. If a food truck is proposed to operate after dark, the vendor must provide appropriate lighting.
- I. No signage shall be allowed other than signs permanently attached to the motor vehicle and a portable menu sign no more than 9 square feet in display area on the ground in the customer waiting area, located so as not to impede pedestrian movement and subject to applicable regulations.
- J. No food truck shall make or cause to be made any unreasonable or excessive noise or odor.

6. Permitting

- A. All licenses for food trucks must be coordinated through the office of the Board of Selectmen; the office will review applications and coordinate required permits and inspections, with the exception of Board of Health permitting.

- B. Food truck vendors must obtain requisite licenses for operation from the Natick Health Department.

7. Fees, subject to establishment and change by Town Meeting

- A. Annual Privilege Permit for Food Trucks operated by restaurants with a Common Victualers Permit issued by the Town of Natick: \$0
- B. Annual Privilege Permit for Food Trucks operated by businesses without a Common Victualers Permit issued by the Town of Natick: \$100
- C. One Time Permits: \$50
- D. Master Agreements including Food Trucks: fees subject to negotiation with the Board of Selectmen

ITEM TITLE: Minyu Chen, Charley's Philly Steaks, Inc.: Application for Common Victualer's License (Approval Conditioned Upon Receipt of Certificate of Occupancy and Board of Health Permit)

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Police Approval	5/10/2017	Cover Memo
Application	5/12/2017	Cover Memo



Patricia O'Neil <poneil@natickma.org>

Charley's Philly Steaks, Inc.--Application for Common Vic License

2 messages

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

Tue, Apr 25, 2017 at 1:27 PM



This might be on the 5/1 agenda. If not, it will be on the 5/15 agenda. Your recommendations?

--

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



Charley's Philly Cheese Steak, Natick.pdf
69K

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

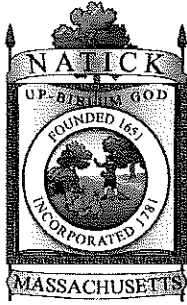
Fri, Apr 28, 2017 at 4:01 PM

Trish,

Upon review we would recommend that the BOS approve this request.

Respectfully,

Lt. Brian G. Lauzon
[Quoted text hidden]



TOWN OF NATICK

COMMON VICTUALER LICENSE APPLICATION

For Calendar Year

2017

Date Submitted

4/19/17

☒ New

☐ Renewal

The undersigned hereby applies for a Common Victualer License in accordance with the provisions of the Statutes relating thereto:

☒ Common Victualer License Only

☐ Common Victualer with Liquor License

Name of Person, Firm, or Corporation Making Application:

Minyu Chen

Name of Establishment (d/b/a) Natick Charleys philly steaks 2nc.

Address of Establishment Natick mall 1245 worcester st 2012 Natick, MA 01760

Mailing address (if different from establishment) Minyu Chen 10 Weston Ave #302
Quincy MA 02170

Contact Person (to whom ALL licensing information will be sent, including renewal notice and license)

Minyu Chen

Email Address Minyu87@Foxmail.com Phone 617-347-7245

Manager of Establishment Minyu Chen

Email Address Minyu87@Foxmail.com Phone 617-347-7245

If Business is a Corporation, Corporate Name and Officers Jae Y cho

~~CHARLEY'S~~ ~~Jae Y cho~~ ~~Minyu Chen~~

If Business is an LLC, List of Members Jae Y cho, Minyu Chen

Establishment's Days and Hours of Operation Mon-Sat: 10am-9pm Sun: 11am-6pm

Number of Staff 5 Number of Seats _____

Has a Certificate of Occupancy been issued? Yes If not, expected date of issuance _____

Have Board of Health Permits been issued? Yes If not, expected date of issuance _____

Additional Information Requested by the Town of Natick Police Department for Background Check:

Applicant's Social Security Number or Employee I.D. Number _____

Date of Birth 12/13/1987

I, the Undersigned, state that the information provided in this application, and associated attachments, is true and accurate to the best of my knowledge.

Furthermore, Pursuant to MGL Ch. 62C, Sec 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Signature of Applicant [Signature] Date 3/8/17

By Corporate Officer _____ Date _____
(If applicable)

Please submit the following with your application:

- 1. Proof of Workers Compensation Insurance (if applicable)
- 2. Workers' Compensation Insurance Affidavit
- 3. Set of floor plans and site plan*** (If renewing a license and changes have been made to the premises in the previous 12 months, a revised set of floor plans and site plan must be submitted)
- 4. List of equipment and estimated cost***
- 5. Copy of Bill of Sale or Lease Agreement***
- 6. If a Corporation, a copy of Articles of Organization; if an LLC, a copy of the Membership Agreement and list of members***
- 7. \$50.00 Application fee (checks made payable to the Town of Natick)

*** New Applicants Only (see exception for item #3)

Office Use Only:		
Date Pmt Rec'd: <u>4/19/17</u>	Fee Paid: \$ <u>50</u>	Check No: <u>152</u> <u>BoA</u>
Does application meet all applicable zoning by-laws? _____		



The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street, Suite 100
Boston, MA 02114-2017

www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: Charley's Philly Steak Noodle

Address: 1245 Worcester St, Suite 2012

City/State/Zip: Natick 01760 Phone #: 617-347-7245

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 3 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity.
[No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☒ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Prescott and Son Ins. Agency Inc

Insurer's Address: 963 Eastern Ave

City/State/Zip: Malden Ma 02148

Policy # or Self-ins. Lic. # 08W2CAA/ES6 Expiration Date: 3/21/18

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature] Date: 4/19/17

Phone #: 617-347-7245

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ Phone #: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2017

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PRODUCER Prescott and Son Insurance Agency, Inc. 963 Eastern Avenue Malden MA 02148		CONTACT NAME: Commercial Lines PHONE (A/C, No, Ext): (781) 322-2350 E-MAIL: ADDRESS: FAX (A/C, No):	
INSURED CHARLEY'S PHILLY STEAKS, NATICK 1245 WORCESTER ST STE 2012 Natick Mall NATICK MA 01760		INSURER(S) AFFORDING COVERAGE INSURER A: Utica First Insurance INSURER B: Hartford Insurance Group INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 15326	

COVERAGES

CERTIFICATE NUMBER: CL1741925301

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BOP444488400	3/31/2017	3/31/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMPIOP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			TBI	3/31/2017	3/31/2018	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			08WECAA1ES6	3/31/2017	3/31/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below.						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Town Of Natick
13 East Central St
Natick, MA 01760

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

AUTHORIZED REPRESENTATIVE

J S Scholnick/CAH

© 1988-2014 ACORD CORPORATION. All rights reserved.

Date of this notice: 01-04-2017

Employer Identification Number:
[REDACTED]

Form: SS-4

Number of this notice: CP 575 A

NATICK CHARLEYS PHILLY STEAKS INC
NATICK MALL 1245 WORCESTER ST 2012
NATICK, MA 01760

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

[REDACTED] Thank you for applying for an Employer Identification Number (EIN). We assigned you [REDACTED] This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	10/31/2017
Form 940	01/31/2018
Form 1120	04/15/2018

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is NATI. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.



YOUR BUSINESS INSURANCE SOLUTION WORKERS' COMPENSATION PROPOSAL

Prepared for:

Natick Charley's Philly Steaks
DBA Charley's Philly Steaks
1245 Worcester St Ste 2012
Natick, MA 01760-1561

Reference Number:

08WECAA1ES6 - 001

Proposal Date:

03/13/2017, 4:05 PM

Proposed by:

PRESCOTT & SON INSURANCE AGCY INC
963 Eastern Avenue
Malden, MA 02148

Proposal Created by:

Sandra Grover
781-322-2350
sgrover@prescottandson.com

Total Estimated Annual Premium for Workers' Compensation:

\$ 1,288.00

Policy Minimum Premium: \$292.00 (MA)

POLICY LEVEL

Page

Coverage..... 2

RATING INFORMATION

Class Code Details..... 2

Direct Bill Options..... 4

Important Messages:

This document is a proposal of insurance for the applicant indicated above. It is not to be used as proof of coverage, unless bound by an authorized agent.

WHY THE HARTFORD

200 years experience | 1 million customers | Named One of the World's Most Ethical Companies
The Hartford is the market leader for small business with more than 200 years of experience, trusted by over 1 million customers and rated 4.9 out of 5 by Small Businesses.

Workers' Compensation Proposal
with
Hartford Accident and Indemnity Insurance Company
A member company of The Hartford
3/14/2017 - 3/14/2018

Part I - Workers' Compensation Insurance (Coverage A and C)

Statutory Coverage as provided by the following states:

Massachusetts

Coverage includes Medical and Loss of Income Benefits for injuries arising out of a work related injury.

1. MA owners/officers are excluded.

Part II - Employers Liability Insurance (Coverage B)		Limits of Insurance	
Bodily Injury By Accident	\$	1,000,000	Each Accident
Bodily Injury By Disease	\$	1,000,000	Policy Limit
Bodily Injury By Disease	\$	1,000,000	Each Employee

Rating Information:

State: Massachusetts Location: 1

Location Address: 1245 Worcester St Suite 2012
Natick, MA 01760

Class Code	Description	Rate	Premium Basis (Rate per \$100 of Exposure)	Class Premium
9079	Restaurant Noc	1.0900	100,000	\$ 1,090.00

State Recap:

Total Class Premium		\$	1,090.00
MA Rate Deviation Premium Credit (9037)	.20	\$	-218.00
Increased Limits Part Two	2.00%	\$	17.00
To Equal Increased Limits Minimum Premium		\$	58.00
Total Estimated Annual Standard Premium		\$	947.00
Expense Constant 0900		\$	250.00
Terrorism (9740) 100,000	.0300	\$	30.00
Massachusetts DIA Assessment	5.60%	\$	61.00
Total Estimated Annual Premium		\$	1,288.00

Premium is based on an estimated payroll and subject to annual audit.

At the inception of the policy period our records show that you have employees located in the following states:

Massachusetts

If you have employees working in any other states, please notify our office immediately.
Merit and Experience Mods are tentative and subject to final calculation.

Notes:

With very few exceptions, every business with employees needs to carry workers' compensation insurance. Failure to provide coverage can result in stiff penalties for the employer, including substantial fines, criminal prosecution or responsibility by the employer for any workers' compensation benefits due an injured worker.

Our **basic** broad form included in this proposal offers a number of enhancements ***at no additional charge***. A few of these coverages include:

- Voluntary Compensation Covered
- Employer Liability Stop Gap in Monopolistic States
- Pay for reasonable Expenses, including Loss of Earnings

Cash flow is very important to business owners. Are you interested in paying your Workers' Compensation premium on a pay-as-you-go basis? Ask your insurance professional today about The Hartford's payroll billing solutions for Workers' Compensation. Benefits to business owners include:

- No large premium down-payment
- Pay-as-you-go premium charges based on actual payroll
- Mitigation of audit surprises at the end of the policy period

Direct Bill Options

The Hartford Direct Bill System puts you in control of making premium payments deciding the bill plan that best fits your budget.

YOU DECIDE HOW YOUR PAYMENTS ARE MADE...

- **Repetitive EFT:** Sign up for Repetitive Electronic Funds Transfer (EFT) and have payments automatically withdrawn from your bank account. This option saves you money by reducing the amount of the installment fee.
- **Pay Online:** Register at www.thehartford.com/servicecenter. Online Bill Pay is Quick Easy and Secure!
- **Pay by Check:** Send a check with your remittance stub in the envelope enclosed with your bill
- **Pay by Phone:** Call toll-free 1-866-467-8730

The chart below illustrates how you may be billed based upon the bill plan you select. The due date(s) and minimum amount(s) due shown below were calculated based on the anticipated effective date of your policy provided as part of the quote process. These dates and amounts may change based on when your new policy is processed. State surcharges are fees that are assessed by the state(s) on the policy and paid by The Hartford to the appropriate government agency. The full amounts of these fees are typically included in the down payment according to state regulations.

Total Annual Estimated Premium for Workers' Compensation: \$1,288.00				
Bill Plan and Installments	Due Date(s) & Minimum Amount(s) Due		+ Installment Fee (EFT)	Or + Installment Fee (Non-EFT)
Full Pay	04/04/17 - \$1,288.00		-	-
Two Pay			\$5.00 per Installment	\$7.00 per Installment
Down Payment Installment	04/14/17 - \$797.20			
Final Installment	09/14/17 - \$490.80			
Three Pay			\$5.00 per Installment	\$7.00 per Installment
Down Payment Installment	04/14/17 - \$551.80			
Remaining Installments	08/14/17 - \$368.10 12/14/17 - \$368.10			
Four Pay			\$5.00 per Installment	\$7.00 per Installment
Down Payment Installment	04/14/17 - \$429.10			
Remaining Installments	07/14/17 - \$306.75 10/14/17 - \$306.75 01/14/18 - \$245.40			
Ten Pay				
Down Payment Installment	04/14/17 - \$367.74			
Remaining Installments	05/14/17 - \$102.58 06/14/17 - \$102.21 07/14/17 - \$102.21 08/14/17 - \$102.21 09/14/17 - \$102.21	10/14/17 - \$102.21 11/14/17 - \$102.21 12/14/17 - \$102.21 01/14/18 - \$102.21	\$5.00 per Installment	\$7.00 per Installment

An Installment Fee is assessed on each installment invoice except where prohibited by law.
Any down payment provided will be withdrawn immediately regardless of down payment date shown.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Terrorism Coverage and Premium

In accordance with the federal Terrorism Risk Insurance Act (as amended "TRIA"), we are required to make coverage available under your policy for "certified acts of terrorism." The actual coverage provided by your policy(ies) will be limited by the terms, conditions, exclusions, limits, and other provisions of your policy(ies), as well as any applicable rules of law.

The portion of your premium attributable to this terrorism coverage is shown in the premium section(s) of this quote proposal or binder.

Definition of Certified Act of Terrorism

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Disclosure of Federal Share of Terrorism Losses under TRIA

The United States Department of the Treasury will reimburse insurers for 85% of insured losses that exceed the applicable insurer deductible. Effective January 1, 2016, this percentage will be reduced to 84%, effective January 1, 2017 to 83%, effective January 1, 2018 to 82%, effective January 1, 2019 to 81%, and effective January 1, 2020 to 80%.

However, if aggregate industry insured losses under TRIA exceed \$100 Billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

Cap on Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 Billion in a calendar year, and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

Note to Producer on TRIA: The premium for terrorism coverage and the TRIA disclosures above must be provided to the insured or prospect at the time of quoting. If you are not using this quote proposal, you can use Hartford's stand-alone TRIA disclosure form for quotes and binders, which is available on the EBC or from the company.

Acknowledged and Accepted By	
_____	_____
(Signature of the Insured)	(Date)

Reference Number: 08WECAA1ES6 - 001
Total Estimated Annual Premium for Workers' Compensation: \$1,288

**ELECTRONIC DELIVERY CONSENT FORM
FOR COMMERCIAL BUSINESS INSURANCE CUSTOMERS**



TERMS & CONDITIONS FOR PAPERLESS DELIVERY OF COMMUNICATIONS FOR COMMERCIAL INSURED

By consenting to receive communications from The Hartford, electronically, through your agent: _____ (hereinafter "your agent"), you are agreeing that documents and official notices which you are required to receive may be sent to you electronically rather than in paper form. You agree these paperless communications are the legal equivalent of officially required communications relating to your policy(ies) which you would otherwise receive in paper form. These communications may include, but are not limited to, policy declarations, policy forms and endorsements and related forms, insurance ID cards, billing statements, legally required notices, and other official correspondence. **YOU AGREE TO RECEIVE ALL MAILINGS AND COMMUNICATIONS ELECTRONICALLY. SUCH ELECTRONIC MAILING OR COMMUNICATIONS MAY EVEN INCLUDE CANCELLATION OR NONRENEWAL NOTICES.** This consent will apply to all policies The Hartford may issue to you.

Not all documents are currently available for electronic delivery. Those that are not available will continue to be sent to you by your agent via US mail. As new documents become available for electronic delivery, your agent may send them electronically.

You may at any time, request that your agent resume communications through the delivery of paper documents. You will not be charged a fee for this request and may make such request by notifying your agent in writing or by email: _____. Your request to withdraw consent to receive communications by electronic means will be effective at the conclusion of the policy term.

You agree to provide your agent with your current email address so your agent can send you notices and other documents via email or notify you that documents are available for your review. You also agree to update your account and notify your agent of any change in your email address. You can make such a change by notifying your agent via one of the methods listed above. You agree to be responsible for any late payment fees that result from your failure to provide your agent with your current email address.

You may request a paper copy of an official notice sent to you, or of your policy documents. There is no fee to request such copies. You may make such request by notifying your agent via one of the methods listed above. Official policy notices and other documents will be sent solely and directly to you and will not be emailed to other users.

SYSTEM REQUIREMENTS: You acknowledge and agree that you have sufficient access to a privately owned computer and email system (as opposed to one with limited access, such as those housed in public libraries) that will: Permit you to access, view, and print the communications your agent will send; permit you to receive emails that contain hyperlinks to websites; and permit you to access websites. The following system requirements are necessary for you to receive and view these communications:

You must have Adobe Reader version 4.0 or later. Download the correct version of Acrobat Reader from the Adobe website at www.adobe.com.

ATTENTION AGENTS: THE FOLLOWING SENTENCE MUST BE INCLUDED/COMPLETED ONLY IF INSURED
WILL BE ACCESSING DOCUMENTS VIA AN ELECTRONIC FILING CABINET OR OTHER ONLINE PORTAL:

Online documents are supported on Microsoft Internet Explorer version ____ and later, Firefox version ____ and later, and Google Chrome version ____ and later.

**ELECTRONIC DELIVERY CONSENT FORM
FOR COMMERCIAL BUSINESS INSURANCE CUSTOMERS**



By signing this document, you (a) agree that you are the named insured and (b) agree to the terms and conditions of Paperless Delivery.

Please note that even if you enroll in Paperless Delivery, your agent may deliver certain documents via U.S. Mail due to legal requirements and/or system limitations.

☐ **I Accept the Terms & Conditions set forth above and Consent to Enroll in Paperless Delivery.**

You must list below one policy number from The Hartford; however, please be advised this consent will apply to all policies issued to you by The Hartford.

Policy No. & Description: _____

Authorized Person - Name and Title

Authorized Person Email Address

Date

[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]

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SPECIFICATIONS

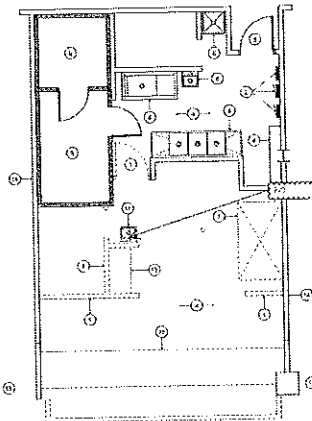
CHARLES'S PHILLI STEAKS

Next Hill
 10000 Highway Street, Suite 2012
 Norfolk, Massachusetts 01908

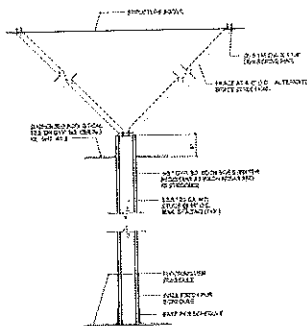
Thomas F. Tedrow, AIA
 2866 Adams Brook Way
 Snellville, Georgia 30078
 Phone: (678) 777-9548

DONOR	SALES
60%	A10

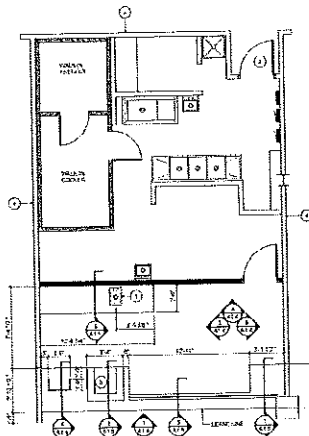
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- 19) What is the difference between a primary and a secondary cell?
- 20) What is the difference between a primary and a secondary cell?



DEMOLITION PLAN
SCALE: 1/4" = 1'-0"



3 WALL TYPE "A"
A1 f SCALE: 1"=1'-0"

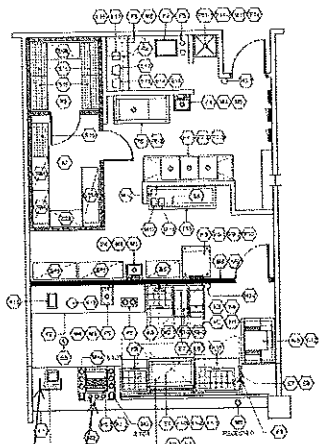


2 FLOOR PLAN
23.1 SCALE: 1/4" = 1'-0"

- ① 12TH BOARDING PASSAGE PASSED IN EACH SIDE OF MAIN TUNNEL
- ② PASSED FROM 10 MARCH TO 15 APRIL
- ③ VESSEL ENTERED A DISTANCE OF 100 YARDS FROM SHORES OF THE MAIN TUNNEL
- ④ PASSED IN THE AREA OF THE MAIN TUNNEL - 100 YARDS FROM SHORES OF THE MAIN TUNNEL

- 1. **NEURAL DEGENERATION** IS A RESULT OF **IMPAIRED FUNCTION** OF GROWING NEURONS, WHICH CAN BE CAUSED BY **TOXIC SUBSTANCES** OR **GENETIC DEFECTS**. IT IS **ALSO** CAUSED BY **IMPAIRED METABOLISM** AND **EXCESSIVE INFLAMMATORY CONSTRUCTION** OF THE NERVOUS TISSUE.
- 2. **NEURAL DEGENERATION** CAN BE **REVERSIBLE** OR **IRREVERSIBLE**. IT IS **REVERSIBLE** IF THE **NEURONS** ARE **NOT** **PERMANENTLY** **DAMAGED** AND **REPAIR** CAN **RESTORE** **THEIR** **FUNCTION**. IT IS **IRREVERSIBLE** IF THE **NEURONS** ARE **PERMANENTLY** **DAMAGED** AND **REPAIR** **CANNOT** **RESTORE** **THEIR** **FUNCTION**.
- 3. **NEURAL DEGENERATION** CAN BE **CAUSED** BY **IMPAIRED METABOLISM** AND **EXCESSIVE INFLAMMATORY CONSTRUCTION** OF THE NERVOUS TISSUE. IT IS **ALSO** CAUSED BY **IMPAIRED METABOLISM** AND **EXCESSIVE INFLAMMATORY CONSTRUCTION** OF THE NERVOUS TISSUE.
- 4. **NEURAL DEGENERATION** CAN BE **REVERSIBLE** OR **IRREVERSIBLE**. IT IS **REVERSIBLE** IF THE **NEURONS** ARE **NOT** **PERMANENTLY** **DAMAGED** AND **REPAIR** CAN **RESTORE** **THEIR** **FUNCTION**. IT IS **IRREVERSIBLE** IF THE **NEURONS** ARE **PERMANENTLY** **DAMAGED** AND **REPAIR** **CANNOT** **RESTORE** **THEIR** **FUNCTION**.
- 5. **NEURAL DEGENERATION** CAN BE **CAUSED** BY **IMPAIRED METABOLISM** AND **EXCESSIVE INFLAMMATORY CONSTRUCTION** OF THE NERVOUS TISSUE. IT IS **ALSO** CAUSED BY **IMPAIRED METABOLISM** AND **EXCESSIVE INFLAMMATORY CONSTRUCTION** OF THE NERVOUS TISSUE.
- 6. **NEURAL DEGENERATION** CAN BE **REVERSIBLE** OR **IRREVERSIBLE**. IT IS **REVERSIBLE** IF THE **NEURONS** ARE **NOT** **PERMANENTLY** **DAMAGED** AND **REPAIR** CAN **RESTORE** **THEIR** **FUNCTION**. IT IS **IRREVERSIBLE** IF THE **NEURONS** ARE **PERMANENTLY** **DAMAGED** AND **REPAIR** **CANNOT** **RESTORE** **THEIR** **FUNCTION**.
- 7. **NEURAL DEGENERATION** CAN BE **CAUSED** BY **IMPAIRED METABOLISM** AND **EXCESSIVE INFLAMMATORY CONSTRUCTION** OF THE NERVOUS TISSUE. IT IS **ALSO** CAUSED BY **IMPAIRED METABOLISM** AND **EXCESSIVE INFLAMMATORY CONSTRUCTION** OF THE NERVOUS TISSUE.
- 8. **NEURAL DEGENERATION** CAN BE **REVERSIBLE** OR **IRREVERSIBLE**. IT IS **REVERSIBLE** IF THE **NEURONS** ARE **NOT** **PERMANENTLY** **DAMAGED** AND **REPAIR** CAN **RESTORE** **THEIR** **FUNCTION**. IT IS **IRREVERSIBLE** IF THE **NEURONS** ARE **PERMANENTLY** **DAMAGED** AND **REPAIR** **CANNOT** **RESTORE** **THEIR** **FUNCTION**.
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[illegible]



EQUIPMENT PLAN
SCALE: 1/4"=1'-0"

EQUIPMENT		ESTIMATOR		INSTALLER	
QTY	DESCRIPTION	UNIT	PRICE	QTY	PRICE
1	WALL MOUNTED SPEAKER	WALL MOUNTED SPEAKER	10.00	1	10.00
1	WALL MOUNTED SPEAKER	WALL MOUNTED SPEAKER	10.00	1	10.00
1	FLOOR MOUNTED SPEAKER	FLOOR MOUNTED SPEAKER	10.00	1	10.00
1	FLOOR MOUNTED SPEAKER	FLOOR MOUNTED SPEAKER	10.00	1	10.00
1	FLOOR MOUNTED SPEAKER	FLOOR MOUNTED SPEAKER	10.00	1	10.00
1	FLOOR MOUNTED SPEAKER	FLOOR MOUNTED SPEAKER	10.00	1	10.00
1	FLOOR MOUNTED SPEAKER	FLOOR MOUNTED SPEAKER	10.00	1	10.00
1	FLOOR MOUNTED SPEAKER	FLOOR MOUNTED SPEAKER	10.00	1	10.00
1	FLOOR MOUNTED SPEAKER	FLOOR MOUNTED SPEAKER	10.00	1	10.00
1	FLOOR MOUNTED SPEAKER	FLOOR MOUNTED SPEAKER	10.00	1	10.00

EQUIPMENT		ESTIMATOR		INSTALLER	
QTY	DESCRIPTION	UNIT	PRICE	QTY	PRICE
1	WALL MOUNTED SPEAKER	WALL MOUNTED SPEAKER	10.00	1	10.00
1	WALL MOUNTED SPEAKER	WALL MOUNTED SPEAKER	10.00	1	10.00
1	FLOOR MOUNTED SPEAKER	FLOOR MOUNTED SPEAKER	10.00	1	10.00
1	FLOOR MOUNTED SPEAKER	FLOOR MOUNTED SPEAKER	10.00	1	10.00
1	FLOOR MOUNTED SPEAKER	FLOOR MOUNTED SPEAKER	10.00	1	10.00
1	FLOOR MOUNTED SPEAKER	FLOOR MOUNTED SPEAKER	10.00	1	10.00
1	FLOOR MOUNTED SPEAKER	FLOOR MOUNTED SPEAKER	10.00	1	10.00
1	FLOOR MOUNTED SPEAKER	FLOOR MOUNTED SPEAKER	10.00	1	10.00
1	FLOOR MOUNTED SPEAKER	FLOOR MOUNTED SPEAKER	10.00	1	10.00
1	FLOOR MOUNTED SPEAKER	FLOOR MOUNTED SPEAKER	10.00	1	10.00

EQUIPMENT PLAN
CHARLES F. TEDROW, AIA
2866 Adams Brook Way
Snellville, Georgia 30078
Phone: (678) 777-9548

THOMAS F. TEDROW, AIA
2866 ADAMS BROOK WAY
SNELLVILLE, GEORGIA 30078
PHONE: (678) 777-9548

THOMAS F. TEDROW, AIA
2866 ADAMS BROOK WAY
SNELLVILLE, GEORGIA 30078
PHONE: (678) 777-9548



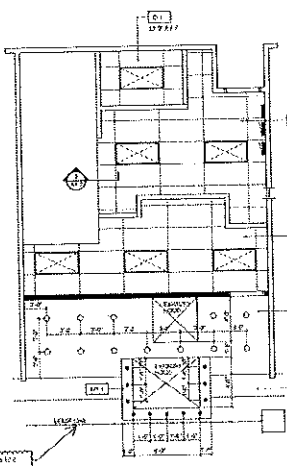
CEILING AND FINISH PLANS

CHARLEY'S PHILLY STEAKS
1245 Vineville Street, Suite #212
Norfolk, Massachusetts 01775

Thomas F. Tedrow, AIA
2866 Adams Brook Way
Saeilville, Georgia 30078
Phone: (678) 777-9548

NO.	DATE	BY	REV.
1	10/1/01	TFT	1
2	10/1/01	TFT	2
3	10/1/01	TFT	3
4	10/1/01	TFT	4
5	10/1/01	TFT	5
6	10/1/01	TFT	6
7	10/1/01	TFT	7
8	10/1/01	TFT	8
9	10/1/01	TFT	9
10	10/1/01	TFT	10

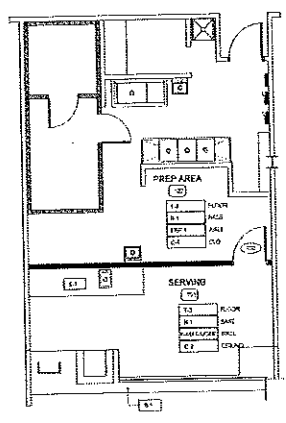
A1.3



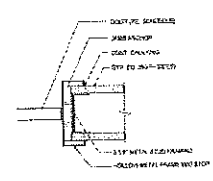
1 CEILING PLAN
SCALE: 1/4" = 1'-0"

CEILING LEGEND		
SYMBOL	DESCRIPTION	NOTES
1	ACoustical Suspended Grid	See Notes
2	ACoustical Suspended Grid	See Notes
3	ACoustical Suspended Grid	See Notes
4	ACoustical Suspended Grid	See Notes

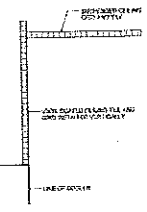
NOTES:
1. ALL CEILING SHALL BE 15' HIGH.
2. ALL CEILING SHALL BE 15' HIGH.
3. ALL CEILING SHALL BE 15' HIGH.
4. ALL CEILING SHALL BE 15' HIGH.



2 FINISH PLAN
SCALE: 1/4" = 1'-0"



3 DOOR JAMB DETAIL
SCALE: 3/4" = 1'-0"



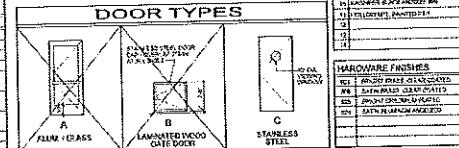
4 SECTION
SCALE: 1" = 1'-0"

DOOR SCHEDULE					
MARK	SIZE	TYPE	FINISH	FRAME	HARDWARE
100	3'0" x 7'0"	A	F	1	2

DOOR FINISHES	
1	PAINTED
2	PAINTED
3	PAINTED
4	PAINTED
5	PAINTED
6	PAINTED
7	PAINTED
8	PAINTED
9	PAINTED
10	PAINTED

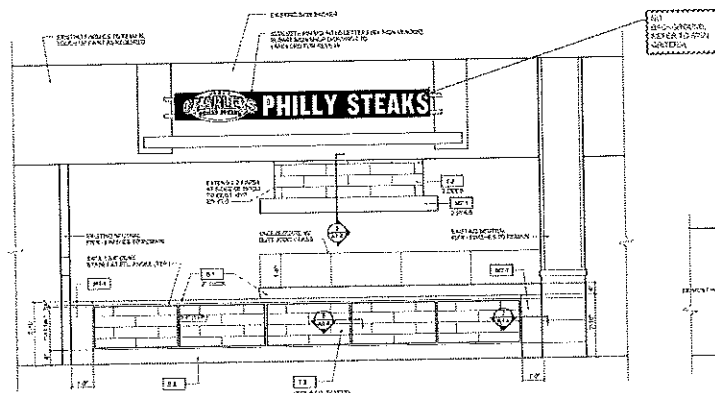
FRAME MATERIAL & FINISH	
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6	PAINTED
7	PAINTED
8	PAINTED
9	PAINTED
10	PAINTED

HARDWARE FINISHES	
1	PAINTED
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4	PAINTED
5	PAINTED
6	PAINTED
7	PAINTED
8	PAINTED
9	PAINTED
10	PAINTED

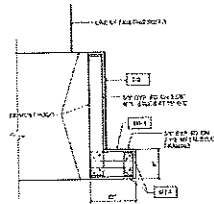


HARDWARE SETS	
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10	PAINTED

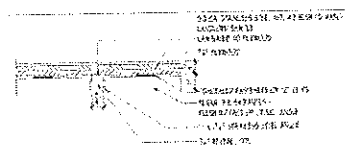
FINISH SCHEDULE									
NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	NO.	DESCRIPTION	UNIT	QTY
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2	PAINTED	SQ. FT.	100	1.00	100.00	12	PAINTED	SQ. FT.	100
3	PAINTED	SQ. FT.	100	1.00	100.00	13	PAINTED	SQ. FT.	100
4	PAINTED	SQ. FT.	100	1.00	100.00	14	PAINTED	SQ. FT.	100
5	PAINTED	SQ. FT.	100	1.00	100.00	15	PAINTED	SQ. FT.	100
6	PAINTED	SQ. FT.	100	1.00	100.00	16	PAINTED	SQ. FT.	100
7	PAINTED	SQ. FT.	100	1.00	100.00	17	PAINTED	SQ. FT.	100
8	PAINTED	SQ. FT.	100	1.00	100.00	18	PAINTED	SQ. FT.	100
9	PAINTED	SQ. FT.	100	1.00	100.00	19	PAINTED	SQ. FT.	100
10	PAINTED	SQ. FT.	100	1.00	100.00	20	PAINTED	SQ. FT.	100



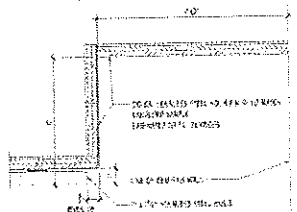
1 ELEVATION
SCALE: 1/2" = 1'-0"



3 SECTION AT HOOD
SCALE: 1" = 1'-0"

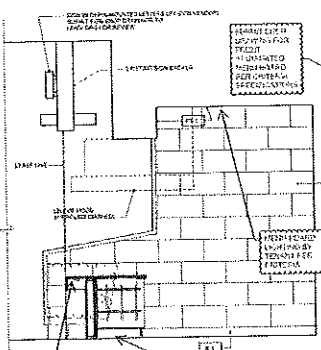


6 SECTION @ COUNTER PANELS
SCALE: NTS = 1'-0"

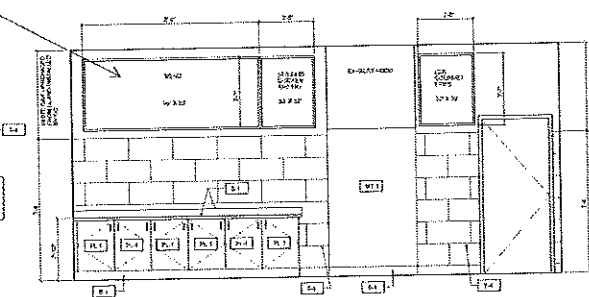


7 SECTION @ COUNTER REVEAL
SCALE: NTS = 1'-0"

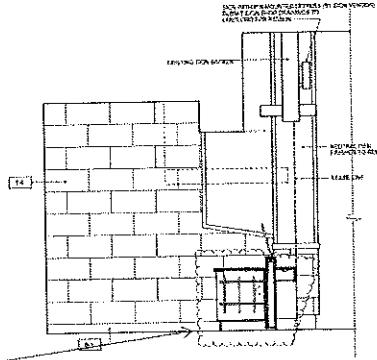
- NOTES:
1. PROVIDE FINISHES OF 3/4" BUSH CEILING TO MATCH EXISTING FINISHES IN ADJACENT AREAS.
 2. FINISH CONTRACTOR SHALL PROVIDE FINISHES TO MATCH EXISTING FINISHES IN ADJACENT AREAS.
 3. PROVIDE FINISHES TO MATCH EXISTING FINISHES IN ADJACENT AREAS.



2 ELEVATION
SCALE: 1/2" = 1'-0"



4 ELEVATION
SCALE: 1/2" = 1'-0"



5 ELEVATION
SCALE: 1/2" = 1'-0"

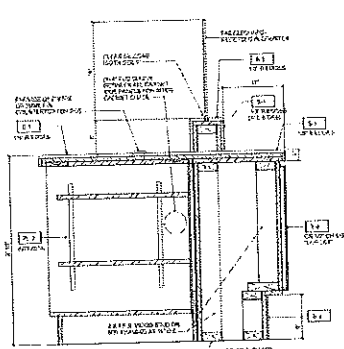
CHARLEY'S PHILLY STEAKS

ELEVATIONS

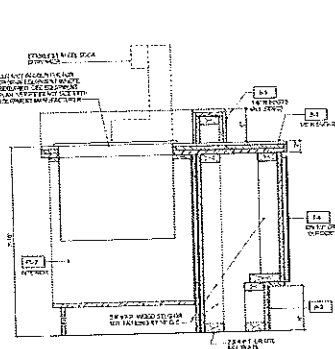
Thomas F. Tedrow, AIA
2866 Adams Brook Way
Shelville, Georgia 30078
Phone: (678) 777-9548

1245 Verdine Street, Suite #202
Nashville, Tennessee 37203

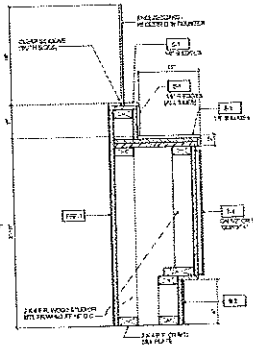
DATE: 10/1/01
BY: T.F. Tedrow
A1.4



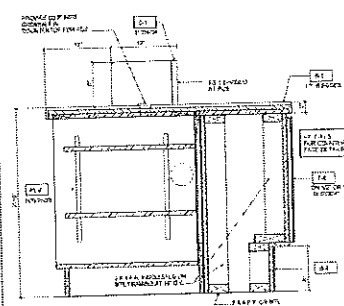
1 SECTION
SCALE 1/2" = 1'-0"



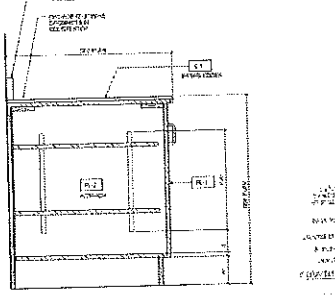
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SCALE 1/2" = 1'-0"



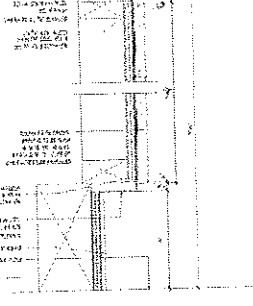
3 SECTION
SCALE 1/2" = 1'-0"



4 SECTION
SCALE 1/2" = 1'-0"

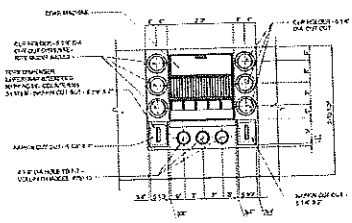


5 SECTION
SCALE 1/2" = 1'-0"

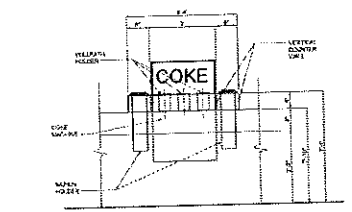


6 SECTION
SCALE 1/2" = 1'-0"

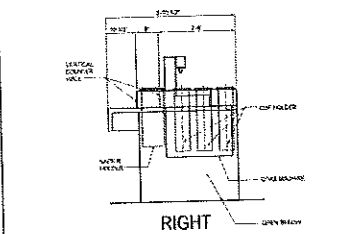
- GENERAL NOTES**
1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 4. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
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 7. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 8. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 9. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 10. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.



TOP



FRONT



RIGHT

7 DRINK STATION DETAILS
SCALE 3/4" = 1'-0"

CHARLEY'S

DETAILS

CHARLEY'S PHILLY STEAKS

1001 N. 11th Street, Suite 4012
Philadelphia, PA 19107
Phone: (215) 595-1111

Thomas F. Tedrow, AIA
3800 N. 11th Street, Suite 4012
Philadelphia, PA 19107
Phone: (215) 595-1111

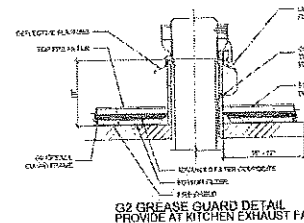
DATE: 10/1/01
BY: T.F.T.
CHECKED: T.F.T.
SCALE: 1/2" = 1'-0"

[illegible]

MECHANICAL - TENANT SHALL DESIGN, BUILD AND MAINTAIN AN EXHAUST SYSTEM IN THE MALL TO MAINTAIN A NEGATIVE AIR PRESSURE TO THE MALL.

PROVIDE NON SLIP WALKING PADS AND PROTECTION ON ROOF AROUND MECHANICAL EQUIPMENT.

1. What is the difference between a primary and a secondary source?
A primary source is a source that provides first-hand information or testimony about an event or time period. It is created by someone who was directly involved in or witnessed the event. Examples include diaries, letters, photographs, and original documents.
A secondary source is a source that interprets, analyzes, or synthesizes information from primary sources. It is created by someone who was not directly involved in or witnessed the event. Examples include textbooks, documentaries, and scholarly articles.
2. What is the difference between a primary and a secondary source?
A primary source is a source that provides first-hand information or testimony about an event or time period. It is created by someone who was directly involved in or witnessed the event. Examples include diaries, letters, photographs, and original documents.
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4. What is the difference between a primary and a secondary source?
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5. What is the difference between a primary and a secondary source?
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A secondary source is a source that interprets, analyzes, or synthesizes information from primary sources. It is created by someone who was not directly involved in or witnessed the event. Examples include textbooks, documentaries, and scholarly articles.
6. What is the difference between a primary and a secondary source?
A primary source is a source that provides first-hand information or testimony about an event or time period. It is created by someone who was directly involved in or witnessed the event. Examples include diaries, letters, photographs, and original documents.
A secondary source is a source that interprets, analyzes, or synthesizes information from primary sources. It is created by someone who was not directly involved in or witnessed the event. Examples include textbooks, documentaries, and scholarly articles.

[illegible]

NEW ROOF TOP UNIT SCHEDULE														
1/3	2/3	3/3	4/3	5/3	6/3	7/3	8/3	9/3	10/3	11/3	12/3	13/3	14/3	15/3
UNIT	SPACE	TYPE	YEAR	TON	OA CFM	PAV EDP	MECH HP	ROTL MD	SEVIRV HP	HEAT OUTPUT AMIN	HEAT INPUT AMIN	HEATING STAGE	VOLTY PHASE	NOTES
UNIT 1	SPACE 5	1375	2007	500	12		82.3	46.7	80	181	2	4500	ALL	CARRIER HT/COOL

NOTES:

1. FOODCOLD HEAT FROM COOLING TO PREP FORMATS.

2. OUTDOOR COOL UNIT FOR COOLING FORMATS.

3. ZIP DOES NOT INCLUDE PLANT FAN/EXTRACT FAN FOR COOLING OF WATER AS SHOWN.

4. PROVIDE TECHSPEC/COMMENTS TO INDICATE UNIT RESERVE CAPACITY.

2. OUTDOOR COOL UNIT FOR COOLING FORMATS.

3. ZIP DOES NOT INCLUDE PLANT FAN/EXTRACT FAN FOR COOLING OF WATER AS SHOWN.

4. PROVIDE TECHSPEC/COMMENTS TO INDICATE UNIT RESERVE CAPACITY.

[illegible][illegible]

Mechanical Floor Plan

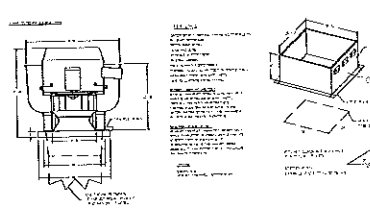
NAP CONTACT JUSTIN R. HARDY, PE
5014 KINGSBRIDGE PASS
POWDER SPRINGS, GA
Phone: (678) 234-8156

CHARLEY'S PHILLY STEAKS
NORTH Mall
1245 Worcester Street, Suite #202

M.I.

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
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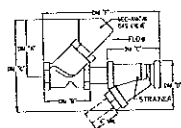
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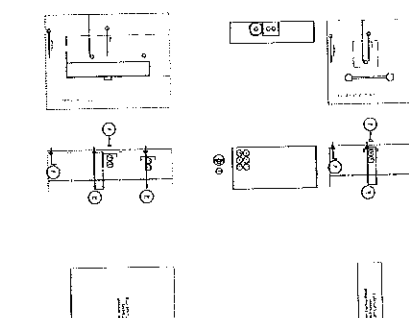
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ITEM		DESCRIPTION		QTY	UNIT	PRICE	TOTAL
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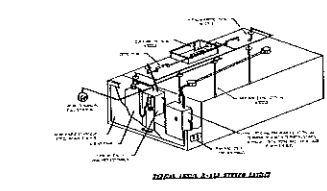
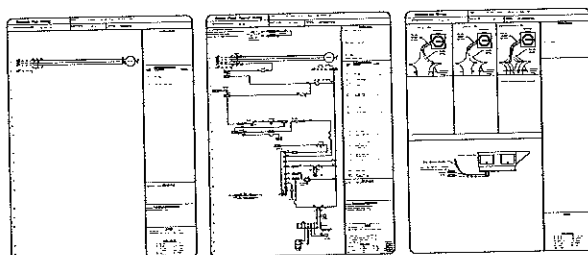
REV	DATE	DESCRIPTION	BY	CHKD
1	10/10/00	ISSUED FOR CONSTRUCTION	J.R.H.	J.R.H.



Part List		Quantity		Description	
1	Valve	1		1/2" NPT	
2	Strainer	1		1/2" NPT	
3	Flange	1		1/2" NPT	
4	Bracket	1		1/2" NPT	
5	Washer	1		1/2" NPT	
6	Nut	1		1/2" NPT	
7	Pin	1		1/2" NPT	
8	Pin	1		1/2" NPT	
9	Pin	1		1/2" NPT	
10	Pin	1		1/2" NPT	
11	Pin	1		1/2" NPT	
12	Pin	1		1/2" NPT	
13	Pin	1		1/2" NPT	
14	Pin	1		1/2" NPT	
15	Pin	1		1/2" NPT	
16	Pin	1		1/2" NPT	
17	Pin	1		1/2" NPT	
18	Pin	1		1/2" NPT	
19	Pin	1		1/2" NPT	
20	Pin	1		1/2" NPT	

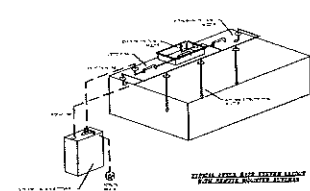
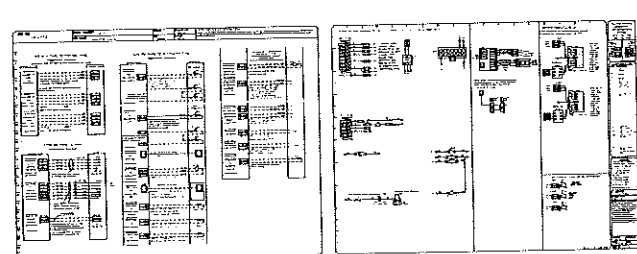



NOTES:
1. ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE SPECIFIED.
2. ALL SURFACES ARE TO BE FINISHED TO A SMOOTH SURFACE.
3. ALL MATERIALS ARE TO BE OF THE BEST QUALITY AVAILABLE.
4. ALL WELDS ARE TO BE MADE TO THE REQUIREMENTS OF THE AMERICAN WELDED INSTITUTE (AWS).
5. ALL BOLTS AND NUTS ARE TO BE OF THE GRADE SPECIFIED IN THE BILL OF MATERIALS.
6. ALL PIPES AND TUBES ARE TO BE OF THE GRADE SPECIFIED IN THE BILL OF MATERIALS.
7. ALL FITTINGS ARE TO BE OF THE GRADE SPECIFIED IN THE BILL OF MATERIALS.
8. ALL GASKETS ARE TO BE OF THE GRADE SPECIFIED IN THE BILL OF MATERIALS.
9. ALL PAINT IS TO BE OF THE GRADE SPECIFIED IN THE BILL OF MATERIALS.
10. ALL ELECTRICAL WIRING IS TO BE OF THE GRADE SPECIFIED IN THE BILL OF MATERIALS.
11. ALL ELECTRICAL CONNECTIONS ARE TO BE MADE TO THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC).
12. ALL ELECTRICAL EQUIPMENT IS TO BE OF THE GRADE SPECIFIED IN THE BILL OF MATERIALS.
13. ALL ELECTRICAL CONTROLS ARE TO BE OF THE GRADE SPECIFIED IN THE BILL OF MATERIALS.
14. ALL ELECTRICAL WIRING IS TO BE MADE TO THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC).
15. ALL ELECTRICAL EQUIPMENT IS TO BE OF THE GRADE SPECIFIED IN THE BILL OF MATERIALS.
16. ALL ELECTRICAL CONTROLS ARE TO BE OF THE GRADE SPECIFIED IN THE BILL OF MATERIALS.
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20. ALL ELECTRICAL WIRING IS TO BE MADE TO THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC).



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7. ALL FITTINGS ARE TO BE OF THE GRADE SPECIFIED IN THE BILL OF MATERIALS.
8. ALL GASKETS ARE TO BE OF THE GRADE SPECIFIED IN THE BILL OF MATERIALS.
9. ALL PAINT IS TO BE OF THE GRADE SPECIFIED IN THE BILL OF MATERIALS.
10. ALL ELECTRICAL WIRING IS TO BE OF THE GRADE SPECIFIED IN THE BILL OF MATERIALS.
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20. ALL ELECTRICAL WIRING IS TO BE MADE TO THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC).

REV	DATE	DESCRIPTION	BY	CHKD
1	10/10/00	ISSUED FOR CONSTRUCTION	J.R.H.	J.R.H.





CHARLES'S

HOOD DRAWINGS

CHARLES'S PHILLY STEAKS

1001 N. Main Street, Suite 200

Philadelphia, PA 19107


Phone: (215) 234-8156

SEE CONTACT: JUSTIN R. HARDY, PE

5014 KINGSBRIDGE PASS

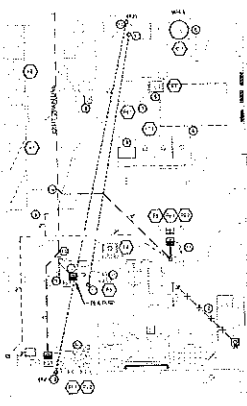
POWDER SPRINGS, GA 30127

Phone: (678) 234-8156



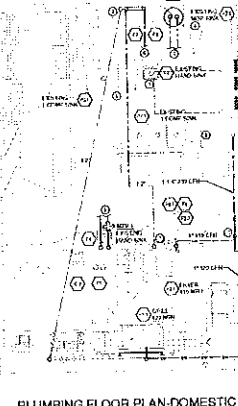
1101016

12.1



PLUMBING FLOOR PLAN-SANITARY
1/4" = 1'-0"

- GENERAL PLUMBING NOTE**
1. EXISTING PLUMBING TO REMAIN UNLESS NOTED OTHERWISE.
 2. ALL NEW PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE PLUMBING CODES AND STANDARDS.
 3. EXISTING PLUMBING TO REMAIN UNLESS NOTED OTHERWISE.
 4. ALL NEW PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE PLUMBING CODES AND STANDARDS.
 5. EXISTING PLUMBING TO REMAIN UNLESS NOTED OTHERWISE.
 6. ALL NEW PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE PLUMBING CODES AND STANDARDS.
 7. EXISTING PLUMBING TO REMAIN UNLESS NOTED OTHERWISE.
 8. ALL NEW PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE PLUMBING CODES AND STANDARDS.
 9. EXISTING PLUMBING TO REMAIN UNLESS NOTED OTHERWISE.
 10. ALL NEW PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE PLUMBING CODES AND STANDARDS.
- NOTES:**
1. EXISTING PLUMBING TO REMAIN UNLESS NOTED OTHERWISE.
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 10. ALL NEW PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE PLUMBING CODES AND STANDARDS.



PLUMBING FLOOR PLAN-DOMESTIC
1/4" = 1'-0"

- GENERAL PLUMBING NOTE**
1. EXISTING PLUMBING TO REMAIN UNLESS NOTED OTHERWISE.
 2. ALL NEW PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE PLUMBING CODES AND STANDARDS.
 3. EXISTING PLUMBING TO REMAIN UNLESS NOTED OTHERWISE.
 4. ALL NEW PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE PLUMBING CODES AND STANDARDS.
 5. EXISTING PLUMBING TO REMAIN UNLESS NOTED OTHERWISE.
 6. ALL NEW PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE PLUMBING CODES AND STANDARDS.
 7. EXISTING PLUMBING TO REMAIN UNLESS NOTED OTHERWISE.
 8. ALL NEW PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE PLUMBING CODES AND STANDARDS.
 9. EXISTING PLUMBING TO REMAIN UNLESS NOTED OTHERWISE.
 10. ALL NEW PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE PLUMBING CODES AND STANDARDS.
- NOTES:**
1. EXISTING PLUMBING TO REMAIN UNLESS NOTED OTHERWISE.
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 3. EXISTING PLUMBING TO REMAIN UNLESS NOTED OTHERWISE.
 4. ALL NEW PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE PLUMBING CODES AND STANDARDS.
 5. EXISTING PLUMBING TO REMAIN UNLESS NOTED OTHERWISE.
 6. ALL NEW PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE PLUMBING CODES AND STANDARDS.
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CHARLEY'S

PLUMBING FLOOR PLAN

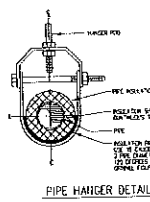
CHARLEY'S PLUMBING



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Phone: (603) 234-8156

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P.O. Box 1000
Nashua, NH 03061
Phone: (603) 234-8156

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<h1>PLUMBING SCHEDULES</h1>	
<h2>CHARLEY'S PLUMBING STEAMS</h2>	
Natick Mall 1000 Washington Street, Suite #2012 Natick, Massachusetts 01750	
NEP CONTACT: JUSTIN R. HARDY PE 544 KINGSBRIDGE PASS POWDER SPRINGS, GA Phone: (678) 234-8156	
	PL 1

ELECTRICAL SPECIFICATIONS

ELECTRICAL LEGEND			
①	GROUNDING SYSTEM TYPE AS NOTED	①	SAFETY WARNING
②	TERMINATED SYSTEM TYPE AS NOTED	②	SAFETY WARNING: 120V AC SYSTEM, MAX 3-200
③	UNTERGROUND SYSTEM TYPE AS NOTED	③	SAFETY WARNING: 240V AC SYSTEM, MAX 3-200
④	GROUNDING SYSTEM TYPE AS NOTED	④	SAFETY WARNING: 480V AC SYSTEM, MAX 3-200
⑤	GROUNDING SYSTEM TYPE AS NOTED	⑤	SAFETY WARNING: 600V AC SYSTEM, MAX 3-200
⑥	GROUNDING SYSTEM TYPE AS NOTED	⑥	SAFETY WARNING: 720V AC SYSTEM, MAX 3-200
⑦	GROUNDING SYSTEM TYPE AS NOTED	⑦	SAFETY WARNING: 840V AC SYSTEM, MAX 3-200
⑧	GROUNDING SYSTEM TYPE AS NOTED	⑧	SAFETY WARNING: 960V AC SYSTEM, MAX 3-200
⑨	GROUNDING SYSTEM TYPE AS NOTED	⑨	SAFETY WARNING: 1080V AC SYSTEM, MAX 3-200
⑩	GROUNDING SYSTEM TYPE AS NOTED	⑩	SAFETY WARNING: 1200V AC SYSTEM, MAX 3-200
⑪	GROUNDING SYSTEM TYPE AS NOTED	⑪	SAFETY WARNING: 1320V AC SYSTEM, MAX 3-200
⑫	GROUNDING SYSTEM TYPE AS NOTED	⑫	SAFETY WARNING: 1440V AC SYSTEM, MAX 3-200
⑬	GROUNDING SYSTEM TYPE AS NOTED	⑬	SAFETY WARNING: 1560V AC SYSTEM, MAX 3-200
⑭	GROUNDING SYSTEM TYPE AS NOTED	⑭	SAFETY WARNING: 1680V AC SYSTEM, MAX 3-200
⑮	GROUNDING SYSTEM TYPE AS NOTED	⑮	SAFETY WARNING: 1800V AC SYSTEM, MAX 3-200
⑯	GROUNDING SYSTEM TYPE AS NOTED	⑯	SAFETY WARNING: 1920V AC SYSTEM, MAX 3-200
⑰	GROUNDING SYSTEM TYPE AS NOTED	⑰	SAFETY WARNING: 2040V AC SYSTEM, MAX 3-200
⑱	GROUNDING SYSTEM TYPE AS NOTED	⑱	SAFETY WARNING: 2160V AC SYSTEM, MAX 3-200
⑲	GROUNDING SYSTEM TYPE AS NOTED	⑲	SAFETY WARNING: 2280V AC SYSTEM, MAX 3-200
⑳	GROUNDING SYSTEM TYPE AS NOTED	⑳	SAFETY WARNING: 2400V AC SYSTEM, MAX 3-200
㉑	GROUNDING SYSTEM TYPE AS NOTED	㉑	SAFETY WARNING: 2520V AC SYSTEM, MAX 3-200
㉒	GROUNDING SYSTEM TYPE AS NOTED	㉒	SAFETY WARNING: 2640V AC SYSTEM, MAX 3-200
㉓	GROUNDING SYSTEM TYPE AS NOTED	㉓	SAFETY WARNING: 2760V AC SYSTEM, MAX 3-200
㉔	GROUNDING SYSTEM TYPE AS NOTED	㉔	SAFETY WARNING: 2880V AC SYSTEM, MAX 3-200
㉕	GROUNDING SYSTEM TYPE AS NOTED	㉕	SAFETY WARNING: 3000V AC SYSTEM, MAX 3-200
㉖	GROUNDING SYSTEM TYPE AS NOTED	㉖	SAFETY WARNING: 3120V AC SYSTEM, MAX 3-200
㉗	GROUNDING SYSTEM TYPE AS NOTED	㉗	SAFETY WARNING: 3240V AC SYSTEM, MAX 3-200
㉘	GROUNDING SYSTEM TYPE AS NOTED	㉘	SAFETY WARNING: 3360V AC SYSTEM, MAX 3-200
㉙	GROUNDING SYSTEM TYPE AS NOTED	㉙	SAFETY WARNING: 3480V AC SYSTEM, MAX 3-200
㉚	GROUNDING SYSTEM TYPE AS NOTED	㉚	SAFETY WARNING: 3600V AC SYSTEM, MAX 3-200
㉛	GROUNDING SYSTEM TYPE AS NOTED	㉛	SAFETY WARNING: 3720V AC SYSTEM, MAX 3-200
㉜	GROUNDING SYSTEM TYPE AS NOTED	㉜	SAFETY WARNING: 3840V AC SYSTEM, MAX 3-200
㉝	GROUNDING SYSTEM TYPE AS NOTED	㉝	SAFETY WARNING: 3960V AC SYSTEM, MAX 3-200
㉞	GROUNDING SYSTEM TYPE AS NOTED	㉞	SAFETY WARNING: 4080V AC SYSTEM, MAX 3-200
㉟	GROUNDING SYSTEM TYPE AS NOTED	㉟	SAFETY WARNING: 4200V AC SYSTEM, MAX 3-200
①	GROUNDING SYSTEM TYPE AS NOTED	①	SAFETY WARNING: 4320V AC SYSTEM, MAX 3-200
②	GROUNDING SYSTEM TYPE AS NOTED	②	SAFETY WARNING: 4440V AC SYSTEM, MAX 3-200
③	GROUNDING SYSTEM TYPE AS NOTED	③	SAFETY WARNING: 4560V AC SYSTEM, MAX 3-200
④	GROUNDING SYSTEM TYPE AS NOTED	④	SAFETY WARNING: 4680V AC SYSTEM, MAX 3-200
⑤	GROUNDING SYSTEM TYPE AS NOTED	⑤	SAFETY WARNING: 4800V AC SYSTEM, MAX 3-200
⑥	GROUNDING SYSTEM TYPE AS NOTED	⑥	SAFETY WARNING: 4920V AC SYSTEM, MAX 3-200
⑦	GROUNDING SYSTEM TYPE AS NOTED	⑦	SAFETY WARNING: 5040V AC SYSTEM, MAX 3-200
⑧	GROUNDING SYSTEM TYPE AS NOTED	⑧	SAFETY WARNING: 5160V AC SYSTEM, MAX 3-200
⑨	GROUNDING SYSTEM TYPE AS NOTED	⑨	SAFETY WARNING: 5280V AC SYSTEM, MAX 3-200
⑩	GROUNDING SYSTEM TYPE AS NOTED	⑩	SAFETY WARNING: 5400V AC SYSTEM, MAX 3-200
⑪	GROUNDING SYSTEM TYPE AS NOTED	⑪	SAFETY WARNING: 5520V AC SYSTEM, MAX 3-200
⑫	GROUNDING SYSTEM TYPE AS NOTED	⑫	SAFETY WARNING: 5640V AC SYSTEM, MAX 3-200
⑬	GROUNDING SYSTEM TYPE AS NOTED	⑬	SAFETY WARNING: 5760V AC SYSTEM, MAX 3-200
⑭	GROUNDING SYSTEM TYPE AS NOTED	⑭	SAFETY WARNING: 5880V AC SYSTEM, MAX 3-200
⑮	GROUNDING SYSTEM TYPE AS NOTED	⑮	SAFETY WARNING: 6000V AC SYSTEM, MAX 3-200
⑯	GROUNDING SYSTEM TYPE AS NOTED	⑯	SAFETY WARNING: 6120V AC SYSTEM, MAX 3-200
⑰	GROUNDING SYSTEM TYPE AS NOTED	⑰	SAFETY WARNING: 6240V AC SYSTEM, MAX 3-200
⑱	GROUNDING SYSTEM TYPE AS NOTED	⑱	SAFETY WARNING: 6360V AC SYSTEM, MAX 3-200
⑲	GROUNDING SYSTEM TYPE AS NOTED	⑲	SAFETY WARNING: 6480V AC SYSTEM, MAX 3-200
㉑	GROUNDING SYSTEM TYPE AS NOTED	㉑	SAFETY WARNING: 6600V AC SYSTEM, MAX 3-200
㉒	GROUNDING SYSTEM TYPE AS NOTED	㉒	SAFETY WARNING: 6720V AC SYSTEM, MAX 3-200
㉓	GROUNDING SYSTEM TYPE AS NOTED	㉓	SAFETY WARNING: 6840V AC SYSTEM, MAX 3-200
㉔	GROUNDING SYSTEM TYPE AS NOTED	㉔	SAFETY WARNING: 6960V AC SYSTEM, MAX 3-200
㉕	GROUNDING SYSTEM TYPE AS NOTED	㉕	SAFETY WARNING: 7080V AC SYSTEM, MAX 3-200
㉖	GROUNDING SYSTEM TYPE AS NOTED	㉖	SAFETY WARNING: 7200V AC SYSTEM, MAX 3-200
㉗	GROUNDING SYSTEM TYPE AS NOTED	㉗	SAFETY WARNING: 7320V AC SYSTEM, MAX 3-200
㉘	GROUNDING SYSTEM TYPE AS NOTED	㉘	SAFETY WARNING: 7440V AC SYSTEM, MAX 3-200
㉙	GROUNDING SYSTEM TYPE AS NOTED	㉙	SAFETY WARNING: 7560V AC SYSTEM, MAX 3-200
㉚	GROUNDING SYSTEM TYPE AS NOTED	㉚	SAFETY WARNING: 7680V AC SYSTEM, MAX 3-200
㉛	GROUNDING SYSTEM TYPE AS NOTED	㉛	SAFETY WARNING: 7800V AC SYSTEM, MAX 3-200
㉜	GROUNDING SYSTEM TYPE AS NOTED	㉜	SAFETY WARNING: 7920V AC SYSTEM, MAX 3-200
㉝	GROUNDING SYSTEM TYPE AS NOTED	㉝	SAFETY WARNING: 8040V AC SYSTEM, MAX 3-200
㉞	GROUNDING SYSTEM TYPE AS NOTED	㉞	SAFETY WARNING: 8160V AC SYSTEM, MAX 3-200
㉟	GROUNDING SYSTEM TYPE AS NOTED	㉟	SAFETY WARNING: 8280V AC SYSTEM, MAX 3-200
①	GROUNDING SYSTEM TYPE AS NOTED	①	SAFETY WARNING: 8400V AC SYSTEM, MAX 3-200
②	GROUNDING SYSTEM TYPE AS NOTED	②	SAFETY WARNING: 8520V AC SYSTEM, MAX 3-200
③	GROUNDING SYSTEM TYPE AS NOTED	③	SAFETY WARNING: 8640V AC SYSTEM, MAX 3-200
④	GROUNDING SYSTEM TYPE AS NOTED	④	SAFETY WARNING: 8760V AC SYSTEM, MAX 3-200
⑤	GROUNDING SYSTEM TYPE AS NOTED	⑤	SAFETY WARNING: 8880V AC SYSTEM, MAX 3-200
⑥	GROUNDING SYSTEM TYPE AS NOTED	⑥	SAFETY WARNING: 9000V AC SYSTEM, MAX 3-200
⑦	GROUNDING SYSTEM TYPE AS NOTED	⑦	SAFETY WARNING: 9120V AC SYSTEM, MAX 3-200
⑧	GROUNDING SYSTEM TYPE AS NOTED	⑧	SAFETY WARNING: 9240V AC SYSTEM, MAX 3-200
⑨	GROUNDING SYSTEM TYPE AS NOTED	⑨	SAFETY WARNING: 9360V AC SYSTEM, MAX 3-200
⑩	GROUNDING SYSTEM TYPE AS NOTED	⑩	SAFETY WARNING: 9480V AC SYSTEM, MAX 3-200
⑪	GROUNDING SYSTEM TYPE AS NOTED	⑪	SAFETY WARNING: 9600V AC SYSTEM, MAX 3-200
⑫	GROUNDING SYSTEM TYPE AS NOTED	⑫	SAFETY WARNING: 9720V AC SYSTEM, MAX 3-200
⑬	GROUNDING SYSTEM TYPE AS NOTED	⑬	SAFETY WARNING: 9840V AC SYSTEM, MAX 3-200
⑭	GROUNDING SYSTEM TYPE AS NOTED	⑭	SAFETY WARNING: 9960V AC SYSTEM, MAX 3-200
⑮	GROUNDING SYSTEM TYPE AS NOTED	⑮	SAFETY WARNING: 10080V AC SYSTEM, MAX 3-200
⑯	GROUNDING SYSTEM TYPE AS NOTED	⑯	SAFETY WARNING: 10200V AC SYSTEM, MAX 3-200
⑰	GROUNDING SYSTEM TYPE AS NOTED	⑰	SAFETY WARNING: 10320V AC SYSTEM, MAX 3-200
⑱	GROUNDING SYSTEM TYPE AS NOTED	⑱	SAFETY WARNING: 10440V AC SYSTEM, MAX 3-200
⑲	GROUNDING SYSTEM TYPE AS NOTED	⑲	SAFETY WARNING: 10560V AC SYSTEM, MAX 3-200
㉑	GROUNDING SYSTEM TYPE AS NOTED	㉑	SAFETY WARNING: 10680V AC SYSTEM, MAX 3-200
㉒	GROUNDING SYSTEM TYPE AS NOTED	㉒	SAFETY WARNING: 10800V AC SYSTEM, MAX 3-200
㉓	GROUNDING SYSTEM TYPE AS NOTED	㉓	SAFETY WARNING: 10920V AC SYSTEM, MAX 3-200
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㉛	GROUNDING SYSTEM TYPE AS NOTED	㉛	SAFETY WARNING: 11880V AC SYSTEM, MAX 3-200
㉜	GROUNDING SYSTEM TYPE AS NOTED	㉜	SAFETY WARNING: 12000V AC SYSTEM, MAX 3-200
㉝	GROUNDING SYSTEM TYPE AS NOTED	㉝	SAFETY WARNING: 12120V AC SYSTEM, MAX 3-200
㉞	GROUNDING SYSTEM TYPE AS NOTED	㉞	SAFETY WARNING: 12240V AC SYSTEM, MAX 3-200
㉟	GROUNDING SYSTEM TYPE AS NOTED	㉟	SAFETY WARNING: 12360V AC SYSTEM, MAX 3-200
①	GROUNDING SYSTEM TYPE AS NOTED	①	SAFETY WARNING: 12480V AC SYSTEM, MAX 3-200
②	GROUNDING SYSTEM TYPE AS NOTED	②	SAFETY WARNING: 12600V AC SYSTEM, MAX 3-200
③	GROUNDING SYSTEM TYPE AS NOTED	③	SAFETY WARNING: 12720V AC SYSTEM, MAX 3-200
④	GROUNDING SYSTEM TYPE AS NOTED	④	SAFETY WARNING: 12840V AC SYSTEM, MAX 3-200
⑤	GROUNDING SYSTEM TYPE AS NOTED	⑤	SAFETY WARNING: 12960V AC SYSTEM, MAX 3-200
⑥	GROUNDING SYSTEM TYPE AS NOTED	⑥	SAFETY WARNING: 13080V AC SYSTEM, MAX 3-200
⑦	GROUNDING SYSTEM TYPE AS NOTED	⑦	SAFETY WARNING: 13200V AC SYSTEM, MAX 3-200
⑧	GROUNDING SYSTEM TYPE AS NOTED	⑧	SAFETY WARNING: 13320V AC SYSTEM, MAX 3-200
⑨	GROUNDING SYSTEM TYPE AS NOTED	⑨	SAFETY WARNING: 13440V AC SYSTEM, MAX 3-200
⑩	GROUNDING SYSTEM TYPE AS NOTED	⑩	SAFETY WARNING: 13560V AC SYSTEM, MAX 3-200
⑪	GROUNDING SYSTEM TYPE AS NOTED	⑪	SAFETY WARNING: 13680V AC SYSTEM, MAX 3-200
⑫	GROUNDING SYSTEM TYPE AS NOTED	⑫	SAFETY WARNING: 13800V AC SYSTEM, MAX 3-200
⑬	GROUNDING SYSTEM TYPE AS NOTED	⑬	SAFETY WARNING: 13920V AC SYSTEM, MAX 3-200
⑭	GROUNDING SYSTEM TYPE AS NOTED	⑭	SAFETY WARNING: 14040V AC SYSTEM, MAX 3-200
⑮	GROUNDING SYSTEM TYPE AS NOTED	⑮	SAFETY WARNING: 14160V AC SYSTEM, MAX 3-200
⑯	GROUNDING SYSTEM TYPE AS NOTED	⑯	SAFETY WARNING: 14280V AC SYSTEM, MAX 3-200
⑰	GROUNDING SYSTEM TYPE AS NOTED	⑰	SAFETY WARNING: 14400V AC SYSTEM, MAX 3-200
⑱	GROUNDING SYSTEM TYPE AS NOTED	⑱	SAFETY WARNING: 14520V AC SYSTEM, MAX 3-200
⑲	GROUNDING SYSTEM TYPE AS NOTED	⑲	SAFETY WARNING: 14640V AC SYSTEM, MAX 3-200
㉑	GROUNDING SYSTEM TYPE AS NOTED	㉑	SAFETY WARNING: 14760V AC SYSTEM, MAX 3-200
㉒	GROUNDING SYSTEM TYPE AS NOTED	㉒	SAFETY WARNING: 14880V AC SYSTEM, MAX 3-200
㉓	GROUNDING SYSTEM TYPE AS NOTED	㉓	SAFETY WARNING: 15000V AC SYSTEM, MAX 3-200
㉔	GROUNDING SYSTEM TYPE AS NOTED	㉔	SAFETY WARNING: 15120V AC SYSTEM, MAX 3-200
㉕	GROUNDING SYSTEM TYPE AS NOTED	㉕	SAFETY WARNING: 15240V AC SYSTEM, MAX 3-200
㉖	GROUNDING SYSTEM TYPE AS NOTED	㉖	SAFETY WARNING: 15360V AC SYSTEM, MAX 3-200
㉗	GROUNDING SYSTEM TYPE AS NOTED	㉗	SAFETY WARNING: 15480V AC SYSTEM, MAX 3-200
㉘	GROUNDING SYSTEM TYPE AS NOTED	㉘	SAFETY WARNING: 15600V AC SYSTEM, MAX 3-200
㉙	GROUNDING SYSTEM TYPE AS NOTED	㉙	SAFETY WARNING: 15720V AC SYSTEM, MAX 3-200
㉚	GROUNDING SYSTEM TYPE AS NOTED	㉚	SAFETY WARNING: 15840V AC SYSTEM, MAX 3-200
㉛	GROUNDING SYSTEM TYPE AS NOTED	㉛	SAFETY WARNING: 15960V AC SYSTEM, MAX 3-200
㉜	GROUNDING SYSTEM TYPE AS NOTED	㉜	SAFETY WARNING: 16080V AC SYSTEM, MAX 3-200
㉝	GROUNDING SYSTEM TYPE AS NOTED	㉝	SAFETY WARNING: 16200V AC SYSTEM, MAX 3-200
㉞	GROUNDING SYSTEM TYPE AS NOTED	㉞	SAFETY WARNING: 16320V AC SYSTEM, MAX 3-200
㉟	GROUNDING SYSTEM TYPE AS NOTED	㉟	SAFETY WARNING: 16440V AC SYSTEM, MAX 3-200
①	GROUNDING SYSTEM TYPE AS NOTED	①	SAFETY WARNING: 16560V AC SYSTEM, MAX 3-200
②	GROUNDING SYSTEM TYPE AS NOTED	②	SAFETY WARNING: 16680V AC SYSTEM, MAX 3-200
③	GROUNDING SYSTEM TYPE AS NOTED	③	SAFETY WARNING: 16800V AC SYSTEM, MAX 3-200
④	GROUNDING SYSTEM TYPE AS NOTED	④	SAFETY WARNING: 16920V AC SYSTEM, MAX 3-200
⑤	GROUNDING SYSTEM TYPE AS NOTED	⑤	SAFETY WARNING: 17040V AC SYSTEM, MAX 3-200
⑥	GROUNDING SYSTEM TYPE AS NOTED	⑥	SAFETY WARNING: 17160V AC SYSTEM, MAX 3-200
⑦	GROUNDING SYSTEM TYPE AS NOTED	⑦	SAFETY WARNING: 17280V AC SYSTEM, MAX 3-200
⑧	GROUNDING SYSTEM TYPE AS NOTED	⑧	SAFETY WARNING: 17400V AC SYSTEM, MAX 3-200
⑨	GROUNDING SYSTEM TYPE AS NOTED	⑨	SAFETY WARNING: 17520V AC SYSTEM, MAX 3-200
⑩	GROUNDING SYSTEM TYPE AS NOTED	⑩	SAFETY WARNING: 17640V AC SYSTEM, MAX 3-200
⑪	GROUNDING SYSTEM TYPE AS NOTED	⑪	SAFETY WARNING: 17760V AC SYSTEM, MAX 3-200
⑫	GROUNDING SYSTEM TYPE AS NOTED	⑫	SAFETY WARNING: 17880V AC SYSTEM, MAX 3-200
⑬	GROUNDING SYSTEM TYPE AS NOTED	⑬	SAFETY WARNING: 18000V AC SYSTEM, MAX 3-200
⑭	GROUNDING SYSTEM TYPE AS NOTED	⑭	SAFETY WARNING: 18120V AC SYSTEM, MAX 3-200
⑮	GROUNDING SYSTEM TYPE AS NOTED	⑮	SAFETY WARNING: 18240V AC SYSTEM, MAX 3-200
⑯	GROUNDING SYSTEM TYPE AS NOTED	⑯	SAFETY WARNING: 18360V AC SYSTEM, MAX 3-200
⑰	GROUNDING SYSTEM TYPE AS NOTED	⑰	SAFETY WARNING: 18480V AC SYSTEM, MAX 3-200
⑱	GROUNDING SYSTEM TYPE AS NOTED	⑱	SAFETY WARNING: 18600V AC SYSTEM, MAX 3-200
⑲	GROUNDING SYSTEM TYPE AS NOTED	⑲	SAFETY WARNING: 18720V AC SYSTEM, MAX 3-200
㉑	GROUNDING SYSTEM TYPE AS NOTED	㉑	SAFETY WARNING: 18840V AC SYSTEM, MAX 3-200
㉒	GROUNDING SYSTEM TYPE AS NOTED	㉒	SAFETY WARNING: 18960V AC SYSTEM, MAX 3-200
㉓	GROUNDING SYSTEM TYPE AS NOTED	㉓	SAFETY WARNING: 19080V AC SYSTEM, MAX 3-200
㉔	GROUNDING SYSTEM TYPE AS NOTED	㉔	SAFETY WARNING: 19200V AC SYSTEM, MAX 3-200
㉕	GROUNDING SYSTEM TYPE AS NOTED	㉕	SAFETY WARNING: 19320V AC SYSTEM, MAX 3-200
㉖	GROUNDING SYSTEM TYPE AS NOTED	㉖	SAFETY WARNING: 19440V AC SYSTEM, MAX 3-200
㉗	GROUNDING SYSTEM TYPE AS NOTED	㉗	SAFETY WARNING: 19560V AC SYSTEM, MAX 3-200
㉘	GROUNDING SYSTEM TYPE AS NOTED	㉘	SAFETY WARNING: 19680V AC SYSTEM, MAX 3-200
㉙	GROUNDING SYSTEM TYPE AS NOTED	㉙	SAFETY WARNING: 19800V AC SYSTEM, MAX 3-200
㉚	GROUNDING SYSTEM TYPE AS NOTED	㉚	SAFETY WARNING: 19920V AC SYSTEM, MAX 3-200
㉛	GROUNDING SYSTEM TYPE AS NOTED	㉛	SAFETY WARNING: 20040V AC SYSTEM, MAX 3-200
㉜	GROUNDING SYSTEM TYPE AS NOTED	㉜	SAFETY WARNING: 20160V AC SYSTEM, MAX 3-200
㉝	GROUNDING SYSTEM TYPE AS NOTED	㉝	SAFETY WARNING: 20280V AC SYSTEM, MAX 3-200
㉞	GROUNDING SYSTEM TYPE AS NOTED	㉞	SAFETY WARNING: 20400V AC SYSTEM, MAX 3-200
㉟	GROUNDING SYSTEM TYPE AS NOTED	㉟	SAFETY WARNING: 20520V AC SYSTEM, MAX 3-200
①	GROUNDING SYSTEM TYPE AS NOTED	①	SAFETY WARNING: 20640V AC SYSTEM, MAX 3-200
②	GROUNDING SYSTEM TYPE AS NOTED	②	SAFETY WARNING: 20760V AC SYSTEM, MAX 3-200
③	GROUNDING SYSTEM TYPE AS NOTED	③	SAFETY WARNING: 20880V AC SYSTEM, MAX 3-200
④	GROUNDING SYSTEM TYPE AS NOTED	④	SAFETY WARNING: 21000V AC SYSTEM, MAX 3-200
⑤	GROUNDING SYSTEM TYPE AS NOTED	⑤	SAFETY WARNING: 21120V AC SYSTEM, MAX 3-200
⑥	GROUNDING SYSTEM TYPE AS NOTED	⑥	SAFETY WARNING: 21240V AC SYSTEM, MAX 3-200
⑦	GROUNDING SYSTEM TYPE AS NOTED	⑦	SAFETY WARNING: 21360V AC SYSTEM, MAX 3-200
⑧	GROUNDING SYSTEM TYPE AS NOTED	⑧	SAFETY WARNING: 21480V AC SYSTEM, MAX 3-200
⑨	GROUNDING SYSTEM TYPE AS NOTED	⑨	SAFETY WARNING: 21600V AC SYSTEM, MAX 3-200
⑩	GROUNDING SYSTEM TYPE AS NOTED	⑩	SAFETY WARNING: 21720V AC SYSTEM, MAX 3-200
⑪	GROUNDING SYSTEM TYPE AS NOTED	⑪	SAFETY WARNING: 21840V AC SYSTEM, MAX 3-200
⑫	GROUNDING SYSTEM TYPE AS NOTED	⑫	SAFETY WARNING: 21960V AC SYSTEM, MAX 3-200
⑬	GROUNDING SYSTEM TYPE AS NOTED	⑬	SAFETY WARNING: 22080V AC SYSTEM, MAX 3-200
⑭	GROUNDING SYSTEM TYPE AS NOTED	⑭	SAFETY WARNING: 22200V AC SYSTEM, MAX 3-200
⑮	GROUNDING SYSTEM TYPE AS NOTED	⑮	SAFETY WARNING: 22320V AC SYSTEM, MAX 3-200
⑯	GROUNDING SYSTEM TYPE AS NOTED	⑯	SAFETY WARNING: 22440V AC SYSTEM, MAX 3-200
⑰	GROUNDING SYSTEM TYPE AS NOTED	⑰	SAFETY WARNING: 22560V AC SYSTEM, MAX 3-200
⑱	GROUNDING SYSTEM TYPE AS NOTED	⑱	SAFETY WARNING: 22680V AC SYSTEM, MAX 3-200
⑲	GROUNDING SYSTEM TYPE AS NOTED	⑲	SAFETY WARNING: 22800V AC SYSTEM, MAX 3-200
㉑	GROUNDING SYSTEM TYPE AS NOTED	㉑	SAFETY WARNING: 22920V AC SYSTEM, MAX 3-200
㉒	GROUNDING SYSTEM TYPE AS NOTED	㉒	SAFETY WARNING: 23040V AC SYSTEM, MAX 3-200
㉓</			

(NOTE: ALL SERVICES SHOWN MAY NOT APPEAR ON ORDINANCES AND ARE USED AS AVAILABLE TO THIS PROJECT)

ABBREVIATIONS

[illegible]

A UNITED...


- [illegible]

3

- [illegible]

CONTRACTOR NOTES:

1. TENANT IS ON THE HALL AND SYSTEM IS IN CONNECTION TO THE HALL BUILDING MANAGEMENT SYSTEM IS BY THE LANDLORDS AND CONTRACTOR AT THE TENANT'S EXPENSE. ALL CONTROL AND MAINTENANCE BY CONTRACTOR.
2. CONTRACTOR TO PROVIDE A FIRE ALARM SYSTEM AND DEVICES REQUESTED BY THE LANDLORDS. THE FIRE ALARM SYSTEM WILL BE TIED INTO THE HALL SYSTEM BY THE LANDLORDS. THE FIRE ALARM CONTRACTOR AT THE TENANT'S EXPENSE.
3. ALL LIFTING DEVICES OF EMERGENCY AND ROOMS ARE KEYS INCLUDING STAIRCASE SHALL BE ALL LIFTING DEVICES OF EMERGENCY AND ROOMS ARE KEYS INCLUDING STAIRCASE SHALL BE




ELECTRICAL NOTES & SPECIFICATIONS

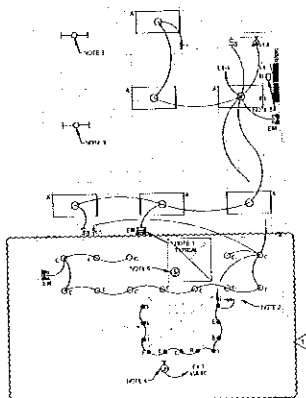
CHARLEY'S PHILLY STEAMS

1245 Winchester Street, Spout #2012
 North Mall
 Norwalk, Massachusetts 07202

MEP CONTACT: JULSTIN R. HARDY, PE

5014 KINGSDRIDGE PASS
 POWDER SPRINGS, GA
 Phone: (678) 234-8156



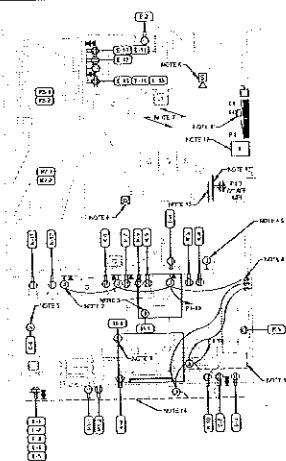


1 LIGHTING PLAN
SCALE: 1/4" = 1'-0"

LIGHTING NOTES:

1. ALL LIGHTING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
2. ALL LIGHTING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
3. ALL LIGHTING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
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6. ALL LIGHTING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

ALL LIGHTING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.



2 POWER PLAN
SCALE: 1/4" = 1'-0"

POWER AND SYSTEMS NOTES:

1. ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
2. ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
3. ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
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11. ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
12. ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
13. ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
14. ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
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16. ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
17. ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
18. ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
19. ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
20. ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

GFCI NOTE:

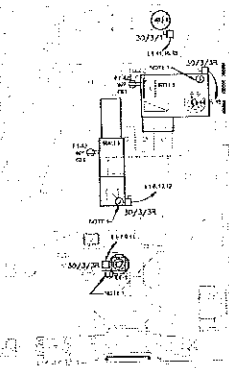
ALL GFCI DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

NOTE:

ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.



3 MECHANICAL PLAN
SCALE: 1/4" = 1'-0"

MECHANICAL NOTES:

1. ALL MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

CHARLES'S

ELECTRICAL PLAN

CHARLES'S PHILLY STEAKS

1245 Worcester Street, Suite #2012

Natick, Massachusetts 01750

Phone: (617) 234-8166

MEP CONTACT: JUSTIN R. BARRY, PE

5014 KINGSBRIDGE LANE

POWDER SPRING, MA

Phone: (617) 234-8166

DATE: _____

BY: _____

SCALE: 1/4" = 1'-0"

To:
John Yi

Project:
Charley's - Natick Mall - Combined
Quote
1245 Worcester St.
Space #: 2017
Natick, MA 01760

From:
TriMark SS Kemp
Kim Novak
4567 Willow Parkway
Cleveland, OH 44125-1041
(216)271-7700
(216)271-7700 (Contact)


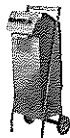
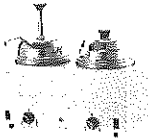
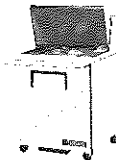
Item	Qty	Description	Sell	Sell Total
E1	1 ea	CASH REGISTER others Model No. CASH REGISTER Cash Register		<By Owner>
E2	1 ea	MICROPHONE others Model No. MICROPHONE Microphone		<By Owner>
E3	1 ea	CASH DRAWER others Model No. CASH DRAWER Cash Drawer		<By Owner>
E4	1 ea	REGISTER PRINTER others Model No. REGISTER PRINTER Register Printer		<By Owner>
E5	1 ea	AMPLIFIER others Model No. 20 WATT PA AMP 20 Watt PA Amplifier		<By Owner>
E6	1 ea	SPEAKER others Model No. 6" CEILING SPEAKER 6" Ceiling Mount Speaker		<By Owner>
E7	2 ea	LCD MONITOR others Model No. LCD MONITOR LCD Monitor		<By Owner>
E8	2 ea	LCD MOUNTING BRACKET others Model No. MTG BRACKET LCD Mounting Bracket		<By Owner>
E9	1 ea	BUMP BAR others Model No. BUMP BAR Bump Bar		<By Owner>
E10	1 ea	PHONE others Model No. PHONE Phone		<By Owner>
E11	1 ea	FAX others Model No. FAX Fax		<By Owner>
E12	1 ea	TV/DVD COMBINATION		<By Owner>

Item	Qty	Description	Sell	Sell Total
		others Model No. TV/DVD COMBINATION TV/DVD COMBINATION		
E13	1 ea	COMPUTER others Model No. COMPUTER CPU Computer, CPU, Keyboard, & Mouse		<By Owner>
E14	1 ea	COMPUTER MONITOR others Model No. COMPUTOR MONITOR Computer Monitor		<By Owner>
E15	1 ea	COMPUTER PRINTER others Model No. PRINTER Computer Printer & Printer Cable		<By Owner>
H1	1 ea	HOOD SYSTEM Captive-Aire Model No. HOOD #1 Hood #1 5424ND-2WI - 6ft 0" Long Exhaust-Only Island Canopy Hood with Built-in 3" Back Standoff and Finished back. - 430 SS Where Exposed - FILTER - 20" tall x 16" wide Stainless Steel Captrate Solo filter with hook, ETL Listed. Particulate capture efficiency: 85% efficient at 9 microns, 76% efficient at 5 microns - L55 Series E26 Canopy Light Fixture - High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture), Bulbs By Others - EXHAUST RISER - Factory installed 10" X 15" X 4" - 1/2 Pint Grease Cup New Style, Flanged Slotted - FIELD WRAPPER 18.00" High Front, Left, Right, Back - LEFT END STANDOFF (FINISHED) 1" Wide 54" Long Insulated - RIGHT END STANDOFF (FINISHED) 1" Wide 54" Long Insulated - INSULATION FOR TOP OF HOOD - INSULATION FOR BACK OF HOOD - FINISHED BACK- ISL/REV INSTALL 72.00" Long	\$3,038.00	\$3,038.00
	1 ea	FAN #1 Fan #1 DU180HFA - Exhaust Fan DU180HFA High Speed Direct Drive Centrifugal Upblast Exhaust Fan with, disconnect switch and 18-3/4" wheel. Exhaust Fan handles 2240 CFM @ -1.500" wc ESP, Fan runs at 1185 RPM. Exhaust Motor: 2.000 HP, 3 Phs, 460 V, 60Hz, 2.7 FLA, ODP, Premium (E-Plus3) Eff. - Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 17-1/8 L X 5-1/16 W X 3-3/4 H (18 GA.) (Includes Down Spout) - Upblast Fan Wheel Access Door Assembly. Includes rubber grommet and Quick-Snap Low-Pressure Mechanical Test Plug Steel W/Neoprene Seal. ID range 3.38" to 3.60" - Cut Hole with McMaster Carr Hole Saw 4066A54 With Pilot Bit 4066A79. - Curb CRB26.5x24E On Fan # 1 Flat Curb - Vented Base for Curb - Curb Mounted Electrical Knock-Out with Fittings. For exhaust fans only. Knockout 7/8 installed 4" from top on center on side with the vents. Install 1/2" Liquid-tite straight connector on outside of curb. Weather tight washer included w/connector. Install 1/2" Rigid to Flex coupling to threaded end of connector on inside of curb.	\$1,201.00	\$1,201.00

Item	Qty	Description	Sell	Sell Total
	1 ea	HOOD #2 Hood #2 4824ND-2 - 4ft 0" Long Exhaust-Only Wall Canopy Hood with Built-in 3" Back Standoff - 430 SS Where Exposed - Fire Cabinet on the Left Side (Additional charges may apply for cabinet if not sold with fire system) - FILTER - 16" tall x 16" wide Stainless Steel Captrate Solo filter with hook, ETL Listed. Particulate capture efficiency: 85% efficient at 9 microns, 76% efficient at 5 microns - L55 Series E26 Canopy Light Fixture - High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture) - Screw In 12W LED Bulb, L55 Series E26 Canopy Light Fixture - High Temp Assembly, 2700K-3500K, Includes Clear Thermal and Shock Resistant Globe - EXHAUST RISER - Factory installed 7" X 7" X 4" - 1/2 Pint Grease Cup New Style, Flanged Slotted - FIELD WRAPPER 18.00" High Front, Left, Right - BACKSPLASH 122.00" High X 96.00" Long 430 SS Vertical (Includes End Caps & Divider Bars) - LEFT QUARTER END PANEL 23" Top Width, 0" Bottom Width, 23" High 430 SS - RIGHT QUARTER END PANEL 23" Top Width, 0" Bottom Width, 23" High 430 SS - Electrical Package Installation in Utility Cabinet by Plant.	\$2,087.00	\$2,087.00
	1 ea	FAN #2 Fan #2 A1-D.500-G10 - Heater A1-D.500-G10 Direct Gas Fired Heated Make Up Air Unit with 10" Blower Supply Fan handles 1500 CFM @ 0.450" wc ESP, Fan runs at 907 RPM. Heater supplies 105300 BTUs. 65°F Temperature Rise. [Fuel: Natural Gas] Supply Motor: 1.000 HP, 3 Phase, 460 V, 60Hz, 1.5 FLA, ODP (Open Drip Proof) Down Discharge - Air Flow Right -> Left - Sloped Filtered Intake for Size #1 Modular Heater. 21.813" Wide x 44.375" Long x 23.375" High. Includes 2" MV EZ Kleen Metal Mesh Filters. - RTC Solutions • 40-90°F Discharge Temp Control - Gas Manifold for DF1 GM - BTU 0 - 550001 - 7 in. w.c. - 14 in. w.c., No Insurance Requirement (ANSI), BV250-66 - Cooling Interlock Relay. 24VAC Coil. 120V Contacts. Locks out burner circuit when AC is energized. - Motorized Back Draft Damper 16" X 18" for Size 1 Standard & Modular Direct Fired Heaters w/Extended Shaft, Standard Galvanized Construction, 3/4" Rear Flange, LF120S Actuator Included - Low Fire Start. Allows the burner circuit to energize when the modulation control is in a low fire position. - Gas Pressure Gauge, 0-35", 2.5" Diameter, 1/4" Thread Size - Gas Pressure Gauge, -5 to +15 Inches Wc., 2.5" Diameter, 1/4" Thread Size - Extra Set of V-Belts. Only to be ordered as fan option at time fan is ordered.	\$4,136.00	\$4,136.00

Item	Qty	Description	Sell	Sell Total
		<ul style="list-style-type: none"> - Extended Drop for Commercial Heaters and Supply Fans. Extends the power and remote panel connections to the unit to 20' of total length. - Separate 120VAC Wiring Package for Make-Up Air Units. Option must be selected when mounting VFD in prewire panel or with DCV package. Provides separate 120VAC input to supply fan. This 120V signal must be run by electrician from DCV to mua switch. - Curb CRB21X71X20INS Insulated On Fan # 2 Flat Curb 		
1 ea		<p>ELECTRICAL SYSTEM Electrical System #1</p> <p>DCV-1111 Demand Control Ventilation, w/ control for 1 Exhaust Fan, 1 Supply Fan, Exhaust on in Fire, Lights out in Fire, Fans modulate based on duct temperature. INVERTER DUTY THREE PHASE MOTOR REQUIRED! Room temperature sensor shipped loose for field installation. Verify distance between VFD and Motor; additional cost could apply if distance exceeds 50 feet. Includes 2 Duct Thermostat kits.</p> <ul style="list-style-type: none"> - ESV751N04TXB571 - Variable Frequency Drive - 1 HP Max., 400/480 V, Three Phase, 2.4/2.1 A Max., NEMA 1 Enclosure, with 2RJ-45 FOR MODBUS - KDRULA8L - 480V Line/Load reactor. Used with VFD. Use VFD spreadsheet to determine which VFD HP can be associated with reactor. Replacing: PN:RM0002M12 - Fan: 2 - ESV152N04TXB571 - Variable Frequency Drive - 2 HP Max., 400/480 V, Three Phase, 4.0/3.5 A Max., NEMA 1 Enclosure, with 2RJ-45 FOR MODBUS - KDRULA1L - 480V Line/Load reactor. Used with VFD. Use VFD spreadsheet to determine which VFD HP can be associated with reactor. Replacing: PN:RM0004N65 - Fan: 1 - 24 wide X 18 tall X 8.62 deep GRAY HINGED ELECTRICAL BOX NEMA 1 - VENTED -USED ON CONTROL PANELS WITH VFD(S). - CASLink Building Monitoring system communications module. Includes monitoring provisions for CORE interlock fire network and hood control network. Requires internet connection. - Digital Prewire Lighting Relay Kit. Includes hood lighting relay & terminal blocks. Allows for up to 1400W of lighting each. - Sonalert, Pluggable 2900Hz 48-120VAC Loud Fast Pulse AX# A0017031 	\$2,650.50	\$2,650.50
1 ea		<p>FACTORY SERVICES Factory Services</p> <p>Service Design Verification for CASLink Ethernet.</p> <p>Service Design Verification for Demand Control Ventilation</p> <p>Service Design Verification for Direct Fired Heater</p> <p>Service Design Verification for Exhaust Fan</p> <p>Service Design Verification for Hood</p> <p>Service Design Verification Mileage Charge: (46) x 2 = 92 total miles</p>	\$651.50	\$651.50
			ITEM TOTAL:	\$13,764.00
H2	1 ea	<p>FIRE SYSTEM</p> <p>Captive-Aire</p> <p>Fire System #1</p> <p>ANSUL-3.0 Ansul 3 gallon Fire System in Utility Cabinet (includes pre-piped hood(s) with detection, tank(s), release mechanism, microswitches and pull station).</p> <p>Includes piping for hoods: 1, 2.</p> <ul style="list-style-type: none"> - MGVA2 GAS VALVE - 2" Mechanical Shutoff Valve (Ansul)(28-55610) - <p>Includes Upstream Strainer assembly</p>	\$1,759.00	\$1,759.00

Item	Qty	Description	Sell	Sell Total
	1 ea	FIRE SYSTEM HOOKUP Fire System Hookup	\$2,766.50	\$2,766.50
		ITEM TOTAL:		\$4,525.50
H3-1	1 ea	FIRE EXTINGUISHER others Model No. FIRE EXTINGUISHER Fire Extinguisher		<By G/C>
H3-2	1 ea	FIRE EXTINGUISHER others Model No. FIRE EXTINGUISHER Fire Extinguisher		<By G/C>
K1-1	1 ea	COUNTERTOP GRIDDLE Magikitch'n Model No. MKG-48 Griddle, countertop, gas, 47-3/4" W x 24" D cooking surface, 1" thick polished griddle plate, snap-action thermostat & piezo ignitor, grease chute and box, front grease trough, 3" side splash, stainless steel, 4" removable legs, 120,000 BTU, CSA, NSF, 1 year limited parts and labor warranty, standard, Natural Gas, Standard output burners 120,000 BTU	\$4,638.00	\$4,638.00
	1 ea	5225-1539703-C Flue Diverter		<Included>
		ITEM TOTAL:		\$4,638.00
K1-2	1 ea	GAS CONNECTOR HOSE KIT Dormont Manufacturing Model No. 1675KIT2S48 QUICK DISCONNECT KIT-3/4"X48"W/2 SWIVEL	\$219.00	\$219.00
		ITEM TOTAL:		\$219.00
K1-3	1 ea	SAFETY RESTRAINT Custom Model No. SAFETY RESTRAINT Safety Restraint		<By G/C>
K2-1	1 ea	FRYER BATTERY, GAS Pitco Frialator Model No. SG14S-1FD Solstice Prepackaged Fryer System with Solstice Solo Filter System, gas, (1) 40 - 50 lb oil capacity full tank, millivolt control, stainless steel tank, front & sides, under-fryer drawer filtration, 10" adjustable legs, 110,000 BTU (-F), CSA, NSF, CE, AGA	\$7,823.50	\$7,823.50
	1 ea	1 year parts and labor warranty from the date of installation up to a maximum of 15 months from the date of manufacture (with appropriate documentation), standard		
	1 ea	Natural Gas		
	1 ea	115v/50/60/1-ph		
	1 ea	Contact factory for cord information		
	1 ea	Millivolt Thermostat, standard		
	1 ea	Casters, 10", rigid non-locking and locking, for (1) SE/SG fryer, with SoloFilter		<Included>
	1 ea	FRYER BANKING STRIPFOR SG14 & SG18		
		ITEM TOTAL:		\$7,823.50
K2-2	1 ea	SAFETY RESTRAINT Custom Model No. SAFETY RESTRAINT Safety Restraint		<By G/C>
K2-3	1 ea	GAS CONNECTOR HOSE KIT Dormont Manufacturing Model No. 1675KIT2S48 QUICK DISCONNECT KIT-3/4"X48"W/2 SWIVEL	\$219.00	\$219.00

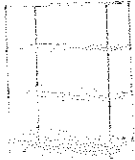
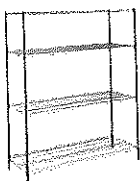
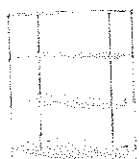
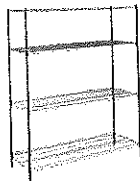
Item	Qty	Description	Sell	Sell Total
			ITEM TOTAL:	\$219.00
K3	1 ea	DUMP STATION  Pitco Frialator Model No. BNB-SG14 Solstice Bread & Batter Cabinet, with BNB dump station, fryer match design, approximately 15-5/8" wide, standard finish, stainless steel front, sides & door, for prepackage system SG 14 gas fryers, NSF	\$1,050.50	\$1,050.50
	1 ea	PFW-1 Food Warmer, built-in, 750watt, CSA, NSF, UL		<Included>
	1 ea	120v/60/1ph, 6.3 amps, 750 watts, NEMA 5-15P		
	1 ea	Casters, 10", rigid non-locking and locking, for (1) SE/SG fryer, with SoloFilter		<Included>
			ITEM TOTAL:	\$1,050.50
K4	1 ea	FAT VAT  Pitco Frialator Model No. FAT VAT D9109105 Fat Vat, safe oil transport system holds 40 lb. (5.3 gallon)	\$448.50	\$448.50
			ITEM TOTAL:	\$448.50
K5	1 ea	CONVEYOR OVEN Lincoln Foodservice Model No. V2501/1353 Lincoln Impinger® Countertop Oven, electric, ventless, single-deck, with standard 31" conveyor, digital controls, 208v/60/1-ph, 27.0 amps, 3 wires, 6.0 KW, NSF, UL, cUL, UL710B 1 yr. standard warranty, per oven	\$5,366.50	\$5,366.50
			ITEM TOTAL:	\$5,366.50
K6	1 ea	FOOD WARMER, HOT FUDGE/CARAMEL  Server Products Model No. 81290 FS/FSP Twin Fudge Server, with pump & ladle, stainless steel construction, separate thermostatically controlled wells, pump/ladle direct from #10 cans or #94009 s/s jars, 120v, 1000w, NSF, UL	\$421.50	\$421.50
			ITEM TOTAL:	\$421.50
K7	1 ea	WALK-IN COOLER Existing Equipment Model No. CUSTOM Custom Walk-in Cooler - Existing		<Existing>
K8	1 ea	WALK-IN FREEZER Existing Equipment Model No. CUSTOM Custom Walk-in Freezer - Existing		<Existing>
K9	2 ea	MEGA TOP SANDWICH / SALAD PREPARATION REFRIGERATOR  True Food Service Equipment Model No. TSSU-27-12M-C-HC Mega Top Sandwich/Salad Unit, (12) 1/6 size (4"D) poly pans, stainless steel insulated cover, 8-7/8"D cutting board, series stainless steel top/front/sides, aluminum back, (1) door, (2) shelves, aluminum interior with stainless steel floor, 5" castors, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1, 3.5 amps, NEMA 5-15P, cULus, UL EPH Classified, MADE IN USA	\$2,160.00	\$4,320.00
	2 ea	Warranty - 3 year parts and labor, please visit www.Truefmfg.com for		

Item	Qty	Description	Sell	Sell Total
		specifics		
	2 ea	Self-contained refrigeration standard		
	2 ea	Warranty - 5 year compressor (self-contained only), please visit www.Trueamfg.com for specifics		
	2 ea	5" Castors, standard		
			ITEM TOTAL:	\$4,320.00
K10	1 ea	MEGA TOP SANDWICH / SALAD PREPARATION REFRIGERATOR	\$3,149.50	\$3,149.50
		True Food Service Equipment Model No. TSSU-48-18M-B-HC		
		Mega Top Sandwich/Salad Unit, (18) 1/6 size (4"D) poly pans, stainless steel insulated cover, 8-7/8"D cutting board, stainless steel top, front, sides, aluminum back, (2) full doors, (4) PVC coated wire shelves, aluminum interior with stainless steel floor, 5" castors, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1, 5.8 amps, NEMA 5-15P, cULus, UL EPH Classified, CE, MADE IN USA		
	1 ea	Warranty - 3 year parts and labor, please visit www.Trueamfg.com for specifics		
	1 ea	Self-contained refrigeration standard		
	1 ea	Warranty - 5 year compressor (self-contained only), please visit www.Trueamfg.com for specifics		
	1 ea	5" Castors, standard		
			ITEM TOTAL:	\$3,149.50
K11	1 ea	BEVERAGE DISPENSER	\$737.00	\$737.00
		Grindmaster-Cecilware Model No. D15-4		
		Crathco® Classic Bubblers™ Premix Cold Beverage Dispenser, 10-1/8" W, Dispenser, (1) 5 gallon capacity clear polycarbonate bowl, MCX Mag Drive™ impeller, plastic base side panels & drip tray, spray & agitate circulation packed with unit, 120v, 340 watts, 3 amps, UL, NSF, cULus (Grindmaster)		
			ITEM TOTAL:	\$737.00
K12	1 ea	TEA DISPENSER		<By Vendor>
		Custom Model No. TEA DISPENSER		
		Tea Dispenser		
P1-1	1 ea	POST MIX DISPENSER, ICE BIN		<By Vendor>
		Custom Model No. ICD2300		
		Post Mix Dispenser, Ice Bin		
P1-2	1 ea	CARBONATOR & WATER FILTER PACKAGE		<By Vendor>
		others		
		Carbonator & Water Filter Package - By Vendor		
P2	1 ea	BAG IN A BOX		<By Vendor>
		Custom Model No. CUSTOM		
		Bag in a box		
P3	2 ea	CO2 TANK		<By Vendor>
		Custom Model No. CUSTOM		
		CO2 Tank		

Item	Qty	Description	Sell	Sell Total
P4	2 ea	HAND SINK Existing Equipment Hand Sink - Existing		<Existing>
P5	1 ea	Elkay Foodservice Products Model No. DI-1C-101410X Standard Drop In Sink, Single Bowl, 10" deep bowl, without drainboard, 18 Gauge, 304 stainless steel, quality fabricated bowl, NSF (Flyer Pricing)	\$156.50	\$156.50
ITEM TOTAL:				\$156.50
P6-1	1 ea	ONE (1) COMPARTMENT SINK Existing Equipment 1-Compartment Sink - Existing		<Existing>
P6-2	1 ea	WALL / SPLASH MOUNT FAUCET Existing Equipment FAUCET - Existing		<Existing>
P7-1	1 ea	THREE (3) COMPARTMENT SINK Existing Equipment 3-compartment - Existing		<Existing>
P7-2	1 ea	PRE-RINSE FAUCET ASSEMBLY Existing Equipment Pre-Rinse Unit - Existing		<Existing>
P7-3	1 ea	ADD ON FAUCET, FOR PRE RINSE FAUCET Existing Equipment ADD ON FAUCET - EXISTING		<Existing>
P8	1 ea	ICE CUBER Manitowoc Model No. ID-0452A Indigo™ Series Ice Maker, cube-style, air-cooled, self-contained condenser, 30"W x 24-1/2"D x 21-1/2"H, up to 420-lb approximately/24 hours, DuraTech™ exterior (stainless finish with innovative clear-coat resists fingerprints & dirt), dice size cubes, ENERGY STAR®	\$2,579.00	\$2,579.00
ITEM TOTAL:				\$2,579.00
P9-1	1 ea	ICE BIN FOR ICE MACHINES Manitowoc Model No. B-570 Ice Bin, 30"W x 34"D, 50"H, with top-hinged front-opening door, approximately 430 lb ice storage capacity, for top-mounted ice maker, stainless steel exterior	\$936.50	\$936.50
ITEM TOTAL:				\$936.50
P9-2	1 ea	ICE BIN TOP Manitowoc Model No. TOP KIT Not needed on this model of ice machine		
P-10	1 ea	WATER FILTRATION SYSTEM Manitowoc Model No. AR-10000 Packed 6 ea Arctic Pure® Primary Water Filter Assembly, includes head, shroud, hardware, mounting assembly, & (1) filter cartridge, 14,000 gallon capacity, 0-600 lbs./ice per day	\$212.00	\$212.00

Item	Qty	Description	Sell	Sell Total
			ITEM TOTAL:	\$212.00
P10-1	1 ea	WATER FILTER ASSEMBLY Everpure Model No. EV932712 Coldrink2-7CLM System, 16,000 gallon capacity, 2 gpm flow rate, 0.5-mircon rating (2) 7CLM cartridges	\$506.00	\$506.00
			ITEM TOTAL:	\$506.00
P11-1	1 ea	MOP SINK Existing Equipment Floor Mop Sink - Existing		<Existing>
P11-2	1 ea	SERVICE FAUCET Existing Equipment Service Faucet - Existing		<Existing>
P13	1 ea	GREASE TRAP Custom Model No. CUSTOM Grease Trap		<By Other>
P14	1 ea	WATER HEATER Custom Model No. CUSTOM Water Heater		<By Other>
F1	1 ea	COUNTER BASE others Counter Base - Without doors		<By Other>
F2	1 ea	WALL BASE CABINETRY others Wall Base Cabinetry - w/ doors		<By Other>
F3	1 ea	MANAGER'S WORKTOP others Manager's Worktop		<By Other>
M1	1 ea	KETCHUP PUMP others Model No. KETCHUP PUMP Ketchup Pump - included in smallwares package		<By Other>
M2	2 ea	NAPKIN DISPENSER others Model No. NAPKIN DISPENSER Napkin dispenser - By Others		<By Other>
M3	3 ea	STRAW DISPENSER others Model No. STRAW DISPENSER Straw dispenser - By Others		<By Other>
M4	3 ea	SOAP DISPENSER others Soap Dispenser - included in small wares package		
M5	3 ea	PAPER TOWEL DISPENSER others Paper Towel Dispenser - included in small wares package		
M6	1 ea	SAFE	\$667.00	\$667.00

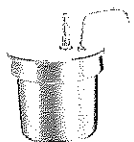
Item	Qty	Description	Sell	Sell Total
		Corporate Safe Model No. MB2720ICK-LG5-SG Corporate Safe - Comparable to BlueDot Safe and Charley's Specifications 27"x19"x22" with managers compartment		
			ITEM TOTAL:	\$667.00
M7	2 ea	6-TIER LOCKER others 6-tier locker - by others	<By Other>	
M8	1 ea	BULLETIN BOARD others Bulletin Board	<By Other>	
M9	1 ea	FIRST AID SUPPLIES others First Aid Kit	<By Other>	
M10	1 ea	MAGNETIC KNIFE HOLDER others Magnetic Knife Holder - included in small wares	<By Other>	
M11	1 ea	MOP BROOM HOLDER Existing Equipment Mop Holder - Existing	<Existing>	
M12	1 ea	CAN OPENER others Can Opener	<By Other>	
M13	1 ea	VEGETABLE SLICER others Vegetable Slicer	<By Other>	
M14	6 ea	DISPOSABLE CUP DISPENSER Dispense-Rite Model No. ADJ-2 Packed 6 ea Cup Dispenser, in-counter, adjustable, two spring (F & P), accommodates cups 8 oz. to 44 oz. with rim diameter range 3" - 4-5/8", ring bezel 6-7/8", 22" long, stainless steel construction, for paper, plastic and foam cups in vertical, horizontal or angled mounting, NSF 6 ea 1 year limited warranty, standard	\$64.00	\$384.00
			ITEM TOTAL:	\$384.00
S4	2 ea	WIRE SHELVING Centaur Model No. C1848C Packed 4 ea SHELF WIRE 18"W X 48"L, CHROME PLATE NSF	\$19.00	\$38.00
	4 ea	C1WD18C Centaur® Shelf Support, 18", single wall mount, includes: shelf support & mounting plate, (two required per shelf), chrome	\$15.50	\$62.00
			ITEM TOTAL:	\$100.00
S5	2 ea	WIRE SHELVING	\$26.00	\$52.00


Item	Qty	Description	Sell	Sell Total
		Centaur Model No. C1872C Packed 4 ea SHELF WIRE 18"W X 72"L, CHROME PLATE NSF		
	4 ea	C1WD18C Centaur® Shelf Support, 18", single wall mount, includes: shelf support & mounting plate, (two required per shelf), chrome	\$15.50	\$62.00
ITEM TOTAL:				\$114.00
S8		SPARE NO.		
S9	5 ea	WIRE SHELVING Centaur Model No. C1836C Packed 4 ea SHELF WIRE 18"W X 36"L, CHROME PLATE NSF	\$15.00	\$75.00
				
	4 ea	C86UC POST 86"H MOBILE CHROME PLATED NSF	\$7.50	\$30.00
	2 ea	C5 CASTER 5" HY DUTY STEM SWIVEL	\$11.00	\$22.00
	2 ea	C5B CASTER 5" HY DUTY STEM SWIVEL W/BRAKE	\$12.50	\$25.00
ITEM TOTAL:				\$152.00
S9A	20 ea	WIRE SHELVING Centaur Model No. C1836K Packed 4 ea SHELF WIRE 18"W X 36"L, GREEN EPOXY NSF	\$17.50	\$350.00
				
	16 ea	C74UK POST 74"H MOBILE GREEN EPOXY COATED	\$7.50	\$120.00
	8 ea	C5 CASTER 5" HY DUTY STEM SWIVEL	\$11.00	\$88.00
	8 ea	C5B CASTER 5" HY DUTY STEM SWIVEL W/BRAKE	\$12.50	\$100.00
ITEM TOTAL:				\$658.00
S10	10 ea	WIRE SHELVING Centaur Model No. C1848C Packed 4 ea SHELF WIRE 18"W X 48"L, CHROME PLATE NSF	\$18.50	\$185.00
				
	8 ea	C86UC POST 86"H MOBILE CHROME PLATED NSF	\$7.50	\$60.00
	4 ea	C5 CASTER 5" HY DUTY STEM SWIVEL	\$11.00	\$44.00
	4 ea	C5B CASTER 5" HY DUTY STEM SWIVEL W/BRAKE	\$12.50	\$50.00
ITEM TOTAL:				\$339.00
S11A	5 ea	WIRE SHELVING Centaur Model No. C1860K Packed 2 ea SHELF WIRE 18"W X 60"L, GREEN EPOXY NSF	\$24.50	\$122.50
				
	4 ea	C74UK POST 74"H MOBILE GREEN EPOXY COATED	\$7.50	\$30.00
	2 ea	C5 CASTER 5" HY DUTY STEM SWIVEL	\$11.00	\$22.00

Item	Qty	Description	Sell	Sell Total
	2 ea	C5B CASTER 5" HY DUTY STEM SWIVEL W/BRAKE	\$12.50	\$25.00
		ITEM TOTAL:		\$199.50
S14	5 ea	DUNNAGE RACK, TUBULAR Kelmax by SPG Model No. DR36188 Kelmax Dunnage Rack, tubular, one tier, 36"W x 18"D, 8"H, aluminum, economy, 2100 lb. capacity, NSF	\$62.50	\$312.50
		ITEM TOTAL:		\$312.50
T-1	1 ea	GRIDDLE/TOASTER STAND STAINLESS SPECIALTIES, INC Model No. CUSTOM 1 ea equipment stand 48"x30"x18"h with casters	\$698.50	\$698.50
	1 ea	CRATE crating (this is NOT a new charge. It was always included in your freight line. The manufacturer has asked us to separate this out for billing/invoicing purposes)		<Included>
		ITEM TOTAL:		\$698.50
T13	1 ea	WORK TABLE Elkay Foodservice Products Model No. WT24S72-BSX Standard Work Table, with undershelf & backsplash, 24" wide, 72" long, 16/300 series stainless steel top with 4" backsplash, turned down edges, 18 gauge adjustable stainless steel undershelf, (4) stainless steel legs with adjustable stainless steel feet (Flyer Pricing)	\$516.00	\$516.00
	1 st	CT-19-4X Stem Caster, 4", swivel, set of 4, 2 each locking (Flyer Pricing)	\$64.50	\$64.50
	6 ft	CT-204 Stainless Steel under shelf (per foot)	\$56.00	\$336.00
		ITEM TOTAL:		\$916.50
F	1 ea	DESCRIPTIVE PURPOSES Model No. FREIGHT IN Freight to ship equipment direct from manufacturer to the jobsite. GC to receive. * Liftgate delivery is included. * Inside delivery is NOT included.	\$1,961.00	\$1,961.00
		ITEM TOTAL:		\$1,961.00
F-1	1	Captive-Aire Model No. FREIGHT Hood Package Freight - from factory to jobsite * includes liftgate at delivery * Does NOT include inside placement ***** Small Wares terms are 50% payment required to process order and the balance of the smallwares to be paid in full prior to the order shipping from Kemp *****	\$752.50	\$752.50
		ITEM TOTAL:		\$752.50
1	2 ea	CORN BROOM Continental Commercial Products Model No. E502028 Packed 6 ea Warehouse Corn Broom, 28 lb., 1-1/8" blend, metal band, 4 stitches, brown wood handle	\$8.06	\$16.12
		ITEM TOTAL:		\$16.12

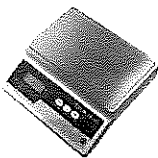
Item	Qty	Description	Sell	Sell Total
2	1 ea	Geerpres Inc. Model No. 5047 Packed 12 ea GRIPIT THREE HOLDERSON MOUNTING BAR	\$19.54	\$19.54
ITEM TOTAL:				\$19.54
3	1 ea	SCRUB BRUSH, FLOOR Carlisle Model No. 4042302 Packed 12 ea BRUSH SCRUB FLOOR HI-LO-WITHOUT HANDLE	\$9.03	\$9.03
ITEM TOTAL:				\$9.03
4	1 ea	HANDLE, SCREW IN TYPE Carlisle Model No. 4526700 Packed 12 ea Sparta® Handle, 60", threaded, wood with metal tip, 15/16" D	\$3.58	\$3.58
ITEM TOTAL:				\$3.58
5	1 ea	BRUSH, FRYER Carlisle Model No. 4011200 Packed 12 ea Sparta® Fryer Brush, 24" long, looped, 2" dia. stiff Teflon® wirewound bristles, heat-resistant to 500°F, hanging hole, cool-touch plastic handle, standard color	\$46.84	\$46.84
ITEM TOTAL:				\$46.84
5.1	1 ea	BRUSH, FRYER Carlisle Model No. 4015200 Packed 12 ea Sparta® Fryer Brush, 23" long, L-tipped end, 10"L x 7/8" dia. stiff polyester wirewound bristles, hanging hole, cool-touch plastic handle, 9 gauge galvanized wire, standard color	\$5.53	\$5.53
ITEM TOTAL:				\$5.53
6	2 ea	COLANDER Thunder Group Model No. ALHDCO003 Packed 4 ea Colander, 16 quart capacity, perforated, riveted handles, footed base, aluminum	\$26.63	\$53.26
ITEM TOTAL:				\$53.26
7	2 ea	FOOD STORAGE CONTAINER, ROUND Cambro Model No. RFS12148 Packed 6 ea Storage Container, round, 12 qt., 14-7/8" dia. x 8-3/8" high, natural white, polyethylene, NSF	\$7.65	\$15.30
ITEM TOTAL:				\$15.30
8	5 ea	FOOD STORAGE CONTAINER COVER Cambro Model No. RFSC12148 Packed 6 ea Cover, for storage container, 12, 18 & 22 qt., natural white, polyethylene, NSF	\$2.98	\$14.90
ITEM TOTAL:				\$14.90
9	3 ea	BUCKET Cambro Model No. PWB22148 Packed 6 ea PAIL WITH BAIL 22 QT. WHITE	\$15.10	\$45.30
ITEM TOTAL:				\$45.30

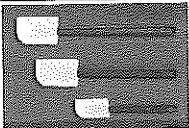
Item	Qty	Description	Sell	Sell Total
10	1 ea	GARBAGE CAN Rubbermaid Model No. FG265500GRAY Packed 3 ea TRASH CONT 55 GAL. W/O. LID GRAY	\$52.27	\$52.27
ITEM TOTAL:				\$52.27
11	1 ea	GARBAGE CAN DOLLY Rubbermaid Model No. FG264000BLA Packed 2 ea DOLLY FOR BRUTE CONTAINER BLACK	\$30.66	\$30.66
ITEM TOTAL:				\$30.66
12	3 ea	GARBAGE CAN Rubbermaid Model No. FG354000GRAY Packed 4 ea Trimline™ Waste Container, 23 gallon, rectangular, integrated corner tabs, bottom helper handles, heavy-duty, polyethylene, gray	\$24.67	\$74.01
ITEM TOTAL:				\$74.01
13	1 ea	BAR CONDIMENT SERVER, COUNTERTOP Tablecraft Products Model No. 102 CONDIMENT CADDY 6 COMP.1 PT BLACK	\$20.14	\$20.14
ITEM TOTAL:				\$20.14
14	6 ea	SHAKER ABC Procurement Model No. SSD-10-H DREDGE/SALT SHAKER ALUM W/HANDLE 10 OZ.	\$1.45	\$8.70
ITEM TOTAL:				\$8.70
15	6 ea	SHAKER Cambro Model No. 96SKRD135 Packed 12 ea DREDGE SHAKER 10 OZLEXAN W/LID-CLEAR	\$3.12	\$18.72
ITEM TOTAL:				\$18.72
16	2 ea	LOBBY DUST PAN Update International Model No. LDPC-12BP Lobby Dust Pan, 11" x 12-5/8" x 4-1/4" black plastic hopper with swing down cover, 33" aluminum handle	\$9.94	\$19.88
ITEM TOTAL:				\$19.88
17	2 ea	GRIDDLE SCREEN HOLDER Continental Commercial Products Model No. GSH482 Packed 10 ea GRILL SCREEN HOLDER	\$8.18	\$16.36
ITEM TOTAL:				\$16.36
18	2 ea	VEGETABLE INSET FOR STEAM TABLE Vollrath Model No. 78184 Packed 6 ea INSET 7.25 QT. S/S	\$20.59	\$41.18
ITEM TOTAL:				\$41.18
19	1 ea	CONDIMENT SYRUP PUMP ONLY Server Products Model No. 83220 CP-8-1/2 CONDIMENT PUMP, thick & particulate product dispenser, stainless steel pump fits a 7 qt (6.6 L) vegetable inset (84031), stroke yields 1 oz (30 ml) with collars provided to reduce yield in 1/8 oz (3.7 ml) increments, inset not included, NSF	\$114.31	\$114.31
ITEM TOTAL:				\$114.31
20	2 ea	STORAGE JAR	\$31.87	\$63.74



Item	Qty	Description	Sell	Sell Total
		Server Products Model No. 94009 STAINLESS STEEL JAR, for use in place of a #10 can. 3 quarts (2.8 L) capacity, NSF		
		ITEM TOTAL:	\$63.74	
21	2 ea	BREAD KNIFE Dexter Russell Model No. SG147-10SCB-PCP Packed 6 ea BREAD KNIFE 10" S/SBL SCALL EDG-SOFGRIP	\$19.75	\$39.50
		ITEM TOTAL:	\$39.50	
22	1 ea	BUTCHER KNIFE Dexter Russell Model No. S112-10PCP Packed 6 ea BUTCHER KNIFE 10" S/S BLADE	\$23.64	\$23.64
		ITEM TOTAL:	\$23.64	
23	1 ea	PARING KNIFE Dexter Russell Model No. P40843 Packed 24 ea PARING KNIFE 3 1/4"	\$1.96	\$1.96
		ITEM TOTAL:	\$1.96	
24	2 ea	UTILITY KNIFE Dexter Russell Model No. P94847 Packed 6 ea UTILITY KNIFE 6" SCALLOPED	\$6.80	\$13.60
		ITEM TOTAL:	\$13.60	
25	2 ea	LADLE, SERVING Vollrath Model No. 46811 Packed 24 ea LADLE S/S ONE PIECE 1 OZ.	\$1.11	\$2.22
		ITEM TOTAL:	\$2.22	
26	1 ea	MEASURING CUP, PLASTIC Cambro Model No. 50MCCW135 Packed 12 ea MEASURING CUP 1 PINTCAMBRO CLEAR	\$6.69	\$6.69
		ITEM TOTAL:	\$6.69	
27	1 ea	MEASURING CUP, ALUMINUM Winco Model No. AM-4 Packed 12 ea MEASURING CUP 4 QT ALUMINUM	\$10.69	\$10.69
		ITEM TOTAL:	\$10.69	
28	3 ea	MEASURING CUP, STAINLESS Tablecraft Products Model No. 724A Packed 6 ea MEASURING CUP 1/4 S/S	\$1.11	\$3.33
		ITEM TOTAL:	\$3.33	
29	1 ea	MOP BUCKET WRINGER COMBINATION Rubbermaid Model No. FG758088YEL MOP BUCKET COMBO SIDE PRESS 35 QT YELLOW	\$84.73	\$84.73
		ITEM TOTAL:	\$84.73	

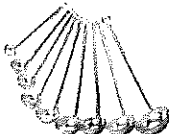
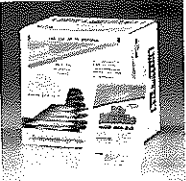
Item	Qty	Description	Sell	Sell Total
30	2 ea	WET MOP HEAD Rubbermaid Model No. FGA15206WH00 MOP HEAD SYNTHETIC WEBFOOT WHT MED 5"BD	\$12.26	\$24.52
ITEM TOTAL:				\$24.52
31	1 ea	MOP HANDLE Rubbermaid Model No. FGH516000000 Packed 12 ea E-Z Change™ Wet Mop Handle, 60"L, 1-1/8" dia., wood with steel head, for use with 1" headbands only	\$11.64	\$11.64
ITEM TOTAL:				\$11.64
32	20 ea	FOOD PAN, PLASTIC Cambro Model No. 26CW135 Packed 6 ea FOOD PAN HALF SIZE 6" DEEP-CLEAR	\$8.68	\$173.60
ITEM TOTAL:				\$173.60
33	20 ea	FOOD PAN COVER, PLASTIC Cambro Model No. 20CWC135 Packed 6 ea COVER FOR HALF SIZEFOOD PAN-CLEAR	\$4.32	\$86.40
ITEM TOTAL:				\$86.40
34	2 ea	ABC Procurement Model No. AST-1404 Packed 12 ea PAN S/S QUARTER SIZE4"DEEP {608144}	\$6.14	\$12.28
ITEM TOTAL:				\$12.28
35	2 ea	FALSE BOTTOM Vollrath Model No. 20400 Packed 6 ea FALSE BOTTOM QUARTERSIZE S/S	\$10.88	\$21.76
ITEM TOTAL:				\$21.76
36	20 ea	FOOD PAN, PLASTIC Cambro Model No. 64CW135 Packed 6 ea FOOD PAN SIXTH SIZE4" DEEP-CLEAR	\$3.39	\$67.80
ITEM TOTAL:				\$67.80
37	50 ea	FOOD PAN, PLASTIC Cambro Model No. 66CW135 Packed 6 ea FOOD PAN SIXTH SIZE6" DEEP-CLEAR	\$4.55	\$227.50
ITEM TOTAL:				\$227.50
38	70 ea	FOOD PAN COVER, PLASTIC Cambro Model No. 60CWC135 Packed 6 ea COVER FOR SIXTH SIZEFOOD PAN-CLEAR	\$2.25	\$157.50
ITEM TOTAL:				\$157.50
39	2 ea	FOOD PAN, PLASTIC Cambro Model No. 94CW135 Packed 6 ea FOOD PAN NINTH SIZE4" DEEP CLEAR	\$3.72	\$7.44
ITEM TOTAL:				\$7.44
40	1 ea	PORTION SCALE	\$143.69	\$143.69

Item	Qty	Description	Sell	Sell Total
		Taylor Precision Model No. TE10R Packed 4 ea Portion Control Scale, electronic, 10 lb. x 1/8 oz. (1/4 oz. over 2 lbs.) / 10 lb. x 0.1 oz. (0.2 oz. over 2 lbs.) / 5 kg x 5 g capacity, 8" x 5" stainless steel platform, 0.5" LCD digital display, ounce/gram, tare & hold feature, auto off & disable auto off features, low battery & overload indicator modes, AC adapter & rechargeable battery included, NSF		
		ITEM TOTAL:		\$143.69
41	3 ea	FRENCH FRY SCOOP Vollrath Model No. 3672 Packed 6 ea FRENCH FRY SCOOP DUAL HANDLE 9X8X2 PLST	\$26.52	\$79.56
		ITEM TOTAL:		\$79.56
42	4 ea	GRILL SCRAPER Dexter Russell Model No. S290RC Packed 12 ea PAN SCRAPER 3" S/S BLADE	\$13.13	\$52.52
		ITEM TOTAL:		\$52.52
43	2 ea	GRILL SCRAPER Nemco Model No. 55825 SCRAPER REDI GRIL	\$38.49	\$76.98
		ITEM TOTAL:		\$76.98
44	12 ea	GRILL SCRAPER BLADE Nemco Model No. 55607-6 Packed 6 ea BLADE REPLACE FOR REDI-GRIL SCRAPER	\$4.12	\$49.44
		ITEM TOTAL:		\$49.44
45	2 ea	SIGN, INFORMATION SYMBOL Winco Model No. SGN-322 Packed 12 ea SIGN EMPLOYEE MUST WASH HANDS	\$1.70	\$3.40
		ITEM TOTAL:		\$3.40
46	1 ea	SKIMMER Update International Model No. SKM-SQF Wire Skimmer, 6-3/4" square, fine	\$3.07	\$3.07
		ITEM TOTAL:		\$3.07
47	1 ea	TOMATO SLICER Nemco Model No. 55600-2 EASY TOMATO SLICER 1/4"	\$211.14	\$211.14
		ITEM TOTAL:		\$211.14
48	1 ea	BLADE ASSEMBLY Nemco Model No. 466-2 Packed 2 ea BLADE ASSEMBLY 1/4"FOR TOMATO SLICER	\$31.28	\$31.28
		ITEM TOTAL:		\$31.28
49	1 ea	Nemco Model No. N55200AN Easy Slicer™ Vegetable Slicer, slices many fruits and vegetables, adjustable stainless steel blade, slicing options from 1/16" to 1/2" in thickness, for use with Nemco removable mounting base, NSF	\$334.15	\$334.15
		ITEM TOTAL:		\$334.15
50	2 ea	SPATULA, PLASTIC	\$5.54	\$11.08

Item	Qty	Description	Sell	Sell Total
		Winco Model No. PSD-16 Packed 12 ea SCRAPER 16" HIGH HEAT ECONO 500 DEGREE		
		ITEM TOTAL:		\$11.08
51	4 ea	TURNER, SOLID, STAINLESS STEEL Dexter Russell Model No. P94856 Packed 6 ea TURNER 8" X 3" S/S	\$11.89	\$47.56
		ITEM TOTAL:		\$47.56
52	2 ea	BAKER'S SPATULA Dexter Russell Model No. S284-6 1/2 Packed 6 ea FROSTING SPATULA-6 1/2 X 1 1/2 S/S BLADE	\$10.21	\$20.42
		ITEM TOTAL:		\$20.42
53	1 ea	SQUEEGEE, FLOOR Rubbermaid Model No. FG9C2600BLA Packed 10 ea SQUEEGEE FLOOR MOSS18"	\$6.60	\$6.60
		ITEM TOTAL:		\$6.60
54	1 ea	HANDLE, SCREW IN TYPE Carlisle Model No. 4026100 Packed 12 ea HANDLE WOOD TAPERED TIP 54" {017-54}	\$3.63	\$3.63
		ITEM TOTAL:		\$3.63
55	12 ea	SQUEEZE BOTTLE ABC Procurement Model No. CSB-12-C SQUEEZE BOTTLE 12 OZ. CLEAR	\$0.54	\$6.48
		ITEM TOTAL:		\$6.48
56	6 ea	SQUEEZE BOTTLE ABC Procurement Model No. CSBW-32-C SQUEEZE BOTTLE 32 OZ. CLEAR WIDE MOUTH	\$1.24	\$7.44
		ITEM TOTAL:		\$7.44
57	1 ea	TIMER FMP Model No. 151-1043 Fast. [®] Zap Timer, electric, 4 product configuration, one second to 99- hour countdown, large high LED display, universal mounting hardware, 6' oil resistant power cord, stainless steel housing, 120v/60/1-ph	\$292.88	\$292.88
		ITEM TOTAL:		\$292.88
58	4 ea	TOMATO SCOOPER/CORER Winco Model No. TSC-2 Packed 12 ea TOMATO CORER S/S	\$1.20	\$4.80
		ITEM TOTAL:		\$4.80
59	2 ea	UTILITY TONGS Vollrath Model No. 4790940 Packed 12 ea TONG 9 1/2" VERSA GRIP KOOL TOUCH RED	\$7.34	\$14.68

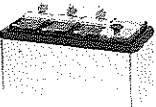

Item	Qty	Description	Sell	Sell Total
			ITEM TOTAL:	\$14.68
60	2 ea	UTILITY TONGS Vollrath Model No. 4790970 Packed 12 ea TONG 9 1/2" VERSA GRIP KOOL TOUCH GREEN	\$7.34	\$14.68
			ITEM TOTAL:	\$14.68
61	2 ea	UTILITY TONGS Vollrath Model No. 4790920 Packed 12 ea TONG 9 1/2" VERSA GRIP KOOL TOUCH BLACK	\$7.34	\$14.68
			ITEM TOTAL:	\$14.68
62	2 ea	UTILITY TONGS Vollrath Model No. 4790950 Packed 12 ea TONG 9 1/2" VERSA GRIP KOOL TOUCH YELLOW	\$7.34	\$14.68
			ITEM TOTAL:	\$14.68
63	2 ea	UTILITY TONGS Vollrath Model No. 4790930 Packed 12 ea VersaGrip Tong, one-piece, equipped with Agion® (all-natural antimicrobial), 9-1/2" (24.1 cm), blue Kool-Touch, stainless steel, 20 ga., springless design, ergonomic handle, heat resistant to 180° F (82.1 C), dishwasher safe, ideal for HACCP program, NSF, Made in U.S.A., Jacob's Pride® Collection	\$7.34	\$14.68
			ITEM TOTAL:	\$14.68
64	2 ea	UTILITY TONGS ABC Procurement Model No. UTH-12-P TONG 12" S/S UTILITYSRING HEAVY DUTY	\$1.90	\$3.80
			ITEM TOTAL:	\$3.80
65	1 ea	UTILITY CART Continental Commercial Products Model No. 5800 BE CART SERVICE 16" X 30" BEIGE	\$170.70	\$170.70
			ITEM TOTAL:	\$170.70
66	2 ea	VEGETABLE POTATO PEELER, MANUAL Focus Foodservice Model No. 536BKDC Packed 6 ea PEELER SWIVEL BLACK-ERGONOMIC	\$4.73	\$9.46
			ITEM TOTAL:	\$9.46
67	2 ea	WASTE BASKET, PLASTIC Continental Commercial Products Model No. 1358 BK Packed 12 ea TRASH CONT 13 5/8 QT. BLACK W/O LID	\$4.34	\$8.68
			ITEM TOTAL:	\$8.68
68	1 ea	STRAW DISPENSER Vollrath Model No. 3805-12 Super Straw Boss® Dispenser, wrapped, single-sided, 200 capacity, 12-1/4"L x 4-7/16"W x 7"H, heavy gauge metal housing w/plastic lid & dispensing bar, straw dia. .230"-.310", straw length 9"-12", dark walnut woodgrain - SPECIAL ORDER	\$69.67	\$69.67
			ITEM TOTAL:	\$69.67

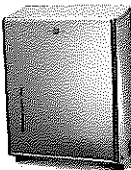

Item	Qty	Description	Sell	Sell Total
69	2 ea	PIZZA ROCKER KNIFE Pronto Products Model No. PUSE0902 Packed 4 ea Personal Pan Pizza Knife, 4-3/8"W x 8-1/8"L x 1"H, red plastisol coated heat resistant handle, stainless steel with electro-polished finish	\$23.51	\$47.02
			ITEM TOTAL:	\$47.02
70	3 ea	SERVING LADLE Vollrath Model No. 4970110 Packed 12 ea One-Piece Ladle, 1oz., 1-27/32" bowl dia., with 6" stainless short handle, 18/8 stainless steel, capacity stamped on product, NSF, Imported, Jacob's Pride® Collection	\$6.22	\$18.66
			ITEM TOTAL:	\$18.66
71	3 ea	MEASURING CUP, STAINLESS Tablecraft Products Model No. 724A Packed 6 ea MEASURING CUP 1/4 S/S	\$1.11	\$3.33
			ITEM TOTAL:	\$3.33
72	1 ea	PIANO WHIP ABC Procurement Model No. WP-12 WHIP 12" PIANO WIREW/SEALED HANDLE S/S	\$4.08	\$4.08
			ITEM TOTAL:	\$4.08
73	1 ea	STEAM TABLE INSET Vollrath Model No. 78184 Packed 6 ea Vegetable Inset, 7 1/4 qt., Stainless, fits 8-1/2" opening, 9-7/16" dia., 8-3/16" depth, USA made, NSF	\$20.92	\$20.92
			ITEM TOTAL:	\$20.92
74	1 ea	FALSE BOTTOM Vollrath Model No. 20400 Packed 6 ea FALSE BOTTOM QUARTERSIZE S/S	\$10.88	\$10.88
			ITEM TOTAL:	\$10.88
75	1 ea	PASTRY BRUSH Carlisle Model No. 4039800 Packed 12 ea PASTRY BRUSH FLAT 3"NYLON BRISTLE	\$7.20	\$7.20
			ITEM TOTAL:	\$7.20
76	1 ea	LADLE, SERVING Vollrath Model No. 46812 Packed 24 ea LADLE S/S ONE PIECE 2 OZ.	\$1.98	\$1.98
			ITEM TOTAL:	\$1.98
77	1 ea	SERVING LADLE	\$1.70	\$1.70

Item	Qty	Description	Sell	Sell Total
		American Metalcraft Model No. L1104 Packed 12 ea LADLE S/S ONE PIECE 4 OZ		
			ITEM TOTAL:	\$1.70
78	1 cs		\$49.25	\$49.25
		SAALFELD REDISTRIBUTION Packed 1 cs CLEANER FRYER BOILOUT MR. MUSCLE 20Z 36/CS		
			ITEM TOTAL:	\$49.25
FOOD SAFETY ITEMS				
78.1	3 ea	BUCKET San Jamar Model No. KP97RD Packed 12 ea KLEEN PAIL SMALL 3 QT. RED	\$2.76	\$8.28
			ITEM TOTAL:	\$8.28
79	2 ea		\$11.55	\$23.10
		San Jamar Model No. CB121812WH Packed 6 ea CUTTING BOARD WHITE 12 X 18 X 1/2 NSF		
			ITEM TOTAL:	\$23.10
80	2 ea	CUTTING BOARD Carlisle Model No. 1088209 Packed 6 ea Sparta® Spectrum® Cutting Board, 12" x 18" x 1/2", high density polyethylene, green, NSF	\$16.35	\$32.70
			ITEM TOTAL:	\$32.70
81	1 ea	GLOVES Victorinox Swiss Army Model No. 86004 Packed 12 ea Sani-Safe® (82023) Cut Resistant Glove, MicroGard™ antimicrobial treated, machine washable with bleach solution, stainless steel mesh, size large	\$15.48	\$15.48
			ITEM TOTAL:	\$15.48
82	1 ea		\$17.59	\$17.59
		Arden-Benhar Mills Oven Mitt, 15", with tread for gripping, flame and heat resistant up to 685°, boiling water and steam protection, dishwasher safe, can be cleaned in laundry machine and dryer, FDA approved, Kevlar® threaded, 100% cotton terry interior, 100% solid silicone exterior, black		
			ITEM TOTAL:	\$17.59
83	1 ea	MAGNETIC KNIFE HOLDER Dexter Russell Model No. MBP-18 KNIFE HOLDER MAGNETIC 18" PLASTIC	\$9.97	\$9.97
			ITEM TOTAL:	\$9.97

Item	Qty	Description	Sell	Sell Total
84	1 st	DayMark Food Safety Systems Model No. 112355 Packed 1 st DAYMARK DISPENSER W/1 RL. EACH DAY - 1"	\$61.17	\$61.17
ITEM TOTAL:				\$61.17
85	1 ea	SIGN, FLOOR (HOUSEKEEPING) Winco Model No. WCS-25 Packed 12 ea WET FLOOR SIGN CAUTION YELLOW 25"X12"	\$7.14	\$7.14
ITEM TOTAL:				\$7.14
86	2 ea	MICRO ESSENTIAL LAB. INC. Model No. QT-40 Packed 10 ea QUATERNARY (PH) TESTKIT FOR >200 TESTS	\$6.13	\$12.26
ITEM TOTAL:				\$12.26
87	1 ea	SCOOP Custom Model No. SCOOP Ice Scoop, s/s, small for ice scoops 4-12oz by Art Wyatt, Kemp #1932987	\$12.46	\$12.46
ITEM TOTAL:				\$12.46
88	1 ea	SCOOP Cambro Model No. SCP12CW135 Packed 12 ea Camwear® Scoop, 12 oz., clear, polycarbonate, NSF	\$4.14	\$4.14
ITEM TOTAL:				\$4.14
89	1 ea	ICE SCOOP Rubbermaid Model No. FG288600CLR Packed 6 ea Bouncer® Utility Scoop, 64 oz., smooth surface, dishwasher safe, break resistant, clear polycarbonate, NSF, S.O.S. (Special Order Smallwares) product; see SOS document for details	\$10.52	\$10.52
ITEM TOTAL:				\$10.52
91	1 ea	ICE TOTE San Jamar Model No. SI6000 Packed 2 ea Saf-T-Ice® Tote, 6 gallon, polycarbonate, rubber handle, with tri-grip feature, includes Saf-T-Ice® HACCP hanger for elevation to waist level, NSF	\$38.01	\$38.01
ITEM TOTAL:				\$38.01
92	1 ea	THERMOCOUPLE THERMOMETER Cooper-Atkins Model No. 93233-K EconoTemp™ Thermometer Kit, includes: 50336-K, 50306-K, and 50012-K (made to order, contact factory for additional information) (Atkins)	\$248.14	\$248.14

Item	Qty	Description	Sell	Sell Total
	1 ea	5 year instrument warranty, 1 year probe warranty, standard		
	1 ea	\$100.00 minimum orders. A \$25.00 charge applies to orders below minimum		
ITEM TOTAL:				\$248.14
93	12 ea	THERMOMETER, REFRIG FREEZER Taylor Precision Model No. 5924 Packed 6 ea Refrigerator/Freezer Thermometer, 3-1/4" dial face, glass lens, -20° to 80°F (-20° to 20° C) temperature range, stainless steel, hangs or stands, safe temperature zone indicators, NSF	\$4.23	\$50.76
ITEM TOTAL:				\$50.76
94	2 ea	GRILL THERMOMETER Cooper-Atkins Model No. 3210-08-1-E Packed 6 ea Surface Grill Thermometer, dial type, 2-1/2" (6.3cm) dia. with turner grips, temperature range 50° to 300° C, ±25° C temperature accuracy, (carded) NSF certified	\$12.41	\$24.82
ITEM TOTAL:				\$24.82
VERIFIABLE ITEMS				
95	6 ea	BUS BOX Tablecraft Products Model No. 1537B Packed 12 ea Tote Box, 21-1/4" x 15-3/4" x 7", pebbled finish outside, reinforced handles, stackable, black, made in USA, high density polyethylene, FDA approved (12 each minimum order) WITH FRY COOLER	\$7.74	\$46.44
ITEM TOTAL:				\$46.44
96	6 ea	TOTE BOX LID Tablecraft Products Model No. 1531B Packed 12 ea Tote Box Cover, made in USA, high density polypropylene, black (fits model numbers 1529 & 1537) (12 each minimum order) WITH FRY COOLER	\$5.73	\$34.38
ITEM TOTAL:				\$34.38
97	12 ea	BUS BOX Tablecraft Products Model No. 1537B Packed 12 ea Tote Box, 21-1/4" x 15-3/4" x 7", pebbled finish outside, reinforced handles, stackable, black, made in USA, high density polyethylene, FDA approved (12 each minimum order) IF NO FRY COOLER	\$7.74	\$92.88
ITEM TOTAL:				\$92.88
98	12 ea	TOTE BOX LID Tablecraft Products Model No. 1531B Packed 12 ea Tote Box Cover, made in USA, high density polypropylene, black (fits model numbers 1529 & 1537) (12 each minimum order) IF NO FRY COOLER	\$5.73	\$68.76
ITEM TOTAL:				\$68.76
99	12 ea	FOOD PAN, PLASTIC	\$15.10	\$181.20

Item	Qty	Description	Sell	Sell Total
		Cambro Model No. 16CW135 Packed 6 ea FOOD PAN FULL SIZE 6" DEEP-CLEAR - WITH FRY COOLER		
		ITEM TOTAL:		\$181.20
100	12 ea	FOOD PAN COVER, PLASTIC Cambro Model No. 10CWC135 Packed 6 ea COVER FOR FULL SIZE FOOD PAN-CLEAR - WITH FRY COOLER	\$8.26	\$99.12
		ITEM TOTAL:		\$99.12
101	6 ea	FOOD PAN, PLASTIC Cambro Model No. 16CW135 Packed 6 ea FOOD PAN FULL SIZE 6" DEEP-CLEAR - IF NO FRY COOLER	\$15.10	\$90.60
		ITEM TOTAL:		\$90.60
102	6 ea	FOOD PAN COVER, PLASTIC Cambro Model No. 10CWC135 Packed 6 ea COVER FOR FULL SIZE FOOD PAN-CLEAR - IF NO FRY COOLER	\$8.26	\$49.56
		ITEM TOTAL:		\$49.56
103	6 dz	CAFETERIA TRAY Carlisle Model No. CT121603 Packed 2 dz TRAY CAFE 12 X 16 BLACK -	\$27.78	\$166.68
		ITEM TOTAL:		\$166.68
104	1 ea	FMP Model No. 175-1130 Filter, Oil (20-1/2" x 10) (100), heavy duty for Pitco SF-SG14/SF-SG14R fryers - CONFIRM MFG AND MODEL NUMBER OF FRYER	\$99.54	\$99.54
		ITEM TOTAL:		\$99.54
105	1 ea	TOPPING DISPENSER Server Products Model No. 87480 MB-4 MINI BAR, COMBO, complete with: (4) black plastic 1/9 size jars, clear plastic hinged lids and plastic spoons, accepts (2) round eutectic ice packs (94013) - not included, jars are 6" (15.2 cm) deep with a 1.9 qt (1.8 L) capacity, insulated stainless steel base, NSF - NOT REQUIRED FOR NEW STORES  1 ea 2-Year warranty	\$207.85	\$207.85
		ITEM TOTAL:		\$207.85
106	4 ea	ICE PACK Server Products Model No. 94013 ICE PACK, round, Eutectic, plastic gel-filled ice pack keeps contents cool up to 4 hours, when used properly, for use with an insulated base, NSF - NOT REQUIRED FOR NEW STORES  4 ea 2-Year warranty	\$10.00	\$40.00
		ITEM TOTAL:		\$40.00
107	2 ea	DISPENSER, PAPER TOWEL	\$50.10	\$100.20

Item	Qty	Description	Sell	Sell Total
		San Jamar Model No. T1900XC Packed 5 ea Classic® Paper Towel Dispenser, wall mount, combination multi-fold/C-fold towels, 20 gauge steel, standard key lock, 11-3/4"L x 4-1/4"W x 15-1/4"H, matte chrome finish		
ITEM TOTAL:				\$100.20
108	2 ea	SOAP DISPENSER Bobrick Washroom Model No. B-2112 Classic Series Liquid Soap Dispenser, 40-fl oz. capacity, 8-1/2" W x 4-3/4" H, surface-mounted, satin-finish stainless steel, ADA-ABA & ICC/ANSI	\$61.94	\$123.88
				
ITEM TOTAL:				\$123.88
109	3 ea	BAIN MARIE POT Vollrath Model No. 78710 BAIN MARIE 1 1/4 QT	\$11.03	\$33.09
ITEM TOTAL:				\$33.09
110	1 ea	DESCRIPTIVE PURPOSES Model No. DELIVERY Freight Charges ***** Small Wares terms are 50% payment required to process order and the balance of the smallwares to be paid in full prior to the order shipping from Kemp *****	\$390.00	\$390.00
ITEM TOTAL:				\$390.00
Total				\$64,280.74

Standard Contract Terms & Conditions

All quotations are subject to approval by the company. The above listed prices shall be firm for 30 days. Prices shown in this quotation are for specific items, quantities, and lead times indicated.

Prices are subject to change if all of the items are not ordered, if quantities ordered differ, or if adequate lead-time is not allowed.

The prices shown in this quotation DO/DO NOT include freight charges which will be added to our invoice. This quotation does not include any fees for local permits or licenses that may be required by your municipality or state.

The prices shown in this quotation DO/DO NOT include applicable taxes, which will be added to our invoice unless a valid certificate of exemption is provided by you. Please be advised that, under state law, some items may still be taxable. In states where TriMark SS Kemp is not registered to collect Sales Tax, it is the buyer's responsibility to pay any applicable Use Tax due to the state.

Payment terms are 50% due at time of order, 45% due prior to delivery and 5% due based on customer terms. We impose a surcharge on credit cards that is not greater than our cost of acceptance. Please be advised that a 1.5% per month FINANCE CHARGE will begin to accrue upon expiration of the above payment terms. This will amount to 18% annually.

It is our understanding that you are requesting delivery of the items on this order during the week of

{T.B.D.} If this date is not correct or is missing, please provide us with a scheduled delivery date _____. If an alternative date is not provided, the date specified above is considered confirmed. In the event that the delivery date is delayed by you, or any party other than TriMark SS Kemp, for more than two (2) weeks from the agreed upon date, you hereby agree that TriMark SS Kemp. will bill you for "stored materials".

You also agree that any payments originally due "upon delivery" will become immediately due and payable. For valuable consideration, receipt of which is hereby acknowledged, you hereby grant to TriMark SS Kemp a security interest in the equipment described herein and any and all additions and accessories thereto, to secure payment of the total debt and any and all other obligations to TriMark SS Kemp under this agreement. The security interest created hereby shall terminate when obligations have been paid in full.

You hereby authorize TriMark SS Kemp to file any UCC financing statement that it deems necessary to perfect its security interest.

On capital purchases, we require a perfected security interest in the goods until they have been paid for in full. TriMark SS Kemp. will handle all of the necessary U.C.C. filings and pay for any costs associated with these filings. Upon failure of you to promptly pay or perform any of the obligations or any covenants contained or referred to herein, TriMark SS Kemp may, at its option, declare all of the obligations immediately due and payable and then shall have all of the remedies of a secured party under the Uniform Commercial Code of the state where the equipment is located. Such remedies shall include, but are not limited to, the right to take possession of the equipment. Expenses related to repossessing, holding, repairing, or reselling the equipment, including any collection costs, reasonable attorney's fees and legal expenses, shall be the responsibility of the buyer.

No warranty of merchantability or fitness for a particular purpose, or other warranty, express, implied or statutory, nor any affirmation of fact or promise is made by Seller with respect to the goods which are sold pursuant hereto.

TRIMARK SS KEMP SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES OR EXPENSES, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE GOODS, OR FROM ANY OTHER CAUSE RELATING THERETO. TriMark SS Kemp's liability hereunder and Buyer's exclusive remedy hereunder is expressly limited to the replacement (in the form originally shipped) of goods not complying with this Agreement or, at TriMark SS Kemp's election, to credit Buyer with an amount equal to the purchase price of such goods, whether claims are for breach of warranty, negligence or otherwise.

If you are in agreement with the aforementioned terms, prices, specifications and conditions, please sign a copy of this contract and return it to the undersigned at our offices, accompanied by any required advance payment.

Thank you for the opportunity to offer our quotation. We look forward to receiving your valued order.

TriMark SS Kemp

Acceptance _____ Date _____

Print Name _____

Company Name _____

Lease

Natick Mall

*Charleys Philly Steaks
Space No. 2012*

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AFFIDAVIT

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Natick Mall

New Lease

THIS LEASE is between Natick Mall, LLC, a Delaware limited liability company, ("Landlord"), and CSISUN, LLC, an Ohio limited liability company ("Tenant"). The date of this Lease is September 22, 2016 ("Effective Date"). The Leased Premises are located in the Natick Mall ("Shopping Center") in the City of Natick, County of Middlesex, and State of MASSACHUSETTS.

REFERENCE PROVISIONS

The following references define terms used in the specified Articles and elsewhere in this Lease and shall be construed in accordance with the provisions and conditions in this Lease:

- 1.01 Leased Premises: 2012 Natick Mall containing approximately 758 square feet of floor area and approximately 22'6" of lineal frontage.

[ARTICLE 1(a)]

- 1.02 Expiration Date: January 31, 2027

[ARTICLE 1(b)]

- 1.03 Permitted Use: Tenant shall use the Leased Premises for the sale of grilled Philadelphia cheese steak sandwiches and other grilled sandwiches and wraps prepared in a similar grilled style using a variety of meats, vegetables, cheeses and toppings; chicken fingers, French fries, soft drinks, frozen drinks, lemonade, bottled water; breakfast items such as breakfast sandwiches, eggs with steak, ham or bacon and hash browns, omelets, toast, bagels with cream cheese, coffee and orange juice, ice coffee, and, as incidental thereto, grilled salads, desserts and other miscellaneous promotional food items implemented by franchisor from time to time in other Charleys Philly Steaks restaurants, and for no other purpose or use whatsoever.

[ARTICLE 1(c)]

- 1.04 Submittal date for preliminary plans: November 01, 2016 provided Tenant has been granted access to the Leased Premises on or prior to October 1, 2016 in order to obtain measurements and to perform a site survey. The submittal date for preliminary plans shall be extended by one day for each day that Tenant is prevented provided, however, for such to be effective Tenant shall have provided notice to Landlord as to the date Tenant is requiring entry into the Leased Premises which date shall be at least one week prior to October 1, 2016 to enable Landlord to coordinate Tenant's entry. In the event Tenant does not provide such notice in the time frame required herein, or does not enter into the Leased Premises when access is granted by Landlord, the submittal date for preliminary plans shall be November 1, 2016. Tenant shall not disturb the current tenant's peaceful possession of the Leased Premises and shall adhere to Landlord's reasonable rules and regulations with regard to such entry. Tenant shall not enter the Leased Premises without Landlord or a representative of Landlord as designated by Landlord in attendance.

[ARTICLE 2(d)]

Submittal date for final plans and specifications: December 01, 2016

[ARTICLE 2(d)]

- 1.05 Beginning Work Date: February 1, 2017
Remodel Completion Date: May 1, 2017

[ARTICLE 2(e)]

- 1.06 Opening Date: May 1, 2017

[ARTICLE 3]

- 1.07 Minimum Annual Rental:

[ARTICLE 4(a)]

Rental Commencement Date - 1/31/2018	\$71,282.32 per year	(\$5,940.19 per month)
2/1/2018 - 1/31/2019	\$74,133.61 per year	(\$6,177.80 per month)
2/1/2019 - 1/31/2020	\$77,098.96 per year	(\$6,424.91 per month)
2/1/2020 - 1/31/2021	\$80,182.91 per year	(\$6,681.91 per month)

2/1/2021 -	1/31/2022	\$83,390.23 per year	(\$6,949.19 per month)
2/1/2022 -	1/31/2023	\$86,725.84 per year	(\$7,227.15 per month)
2/1/2023 -	1/31/2024	\$90,194.87 per year	(\$7,516.24 per month)
2/1/2024 -	1/31/2025	\$93,802.66 per year	(\$7,816.89 per month)
2/1/2025 -	1/31/2026	\$97,554.77 per year	(\$8,129.56 per month)
2/1/2026 -	Expiration Date	\$101,456.96 per year	(\$8,454.75 per month)

1.08 Percentage Rate: 10%

[ARTICLE 4(b)]

1.09 Annual Sales Base and Monthly Sales Base:

[ARTICLE 4(b)]

Rental Commencement Date - 1/31/2018	\$800,000.00 per year
2/1/2018 - 1/31/2019	\$831,999.03 per year
2/1/2019 - 1/31/2020	\$865,278.95 per year
2/1/2020 - 1/31/2021	\$899,890.13 per year
2/1/2021 - 1/31/2022	\$935,885.77 per year
2/1/2022 - 1/31/2023	\$973,321.21 per year
2/1/2023 - 1/31/2024	\$1,012,254.02 per year
2/1/2024 - 1/31/2025	\$1,052,744.13 per year
2/1/2025 - 1/31/2026	\$1,094,853.93 per year
2/1/2026 - Expiration Date	\$1,138,648.08 per year

The parties hereto acknowledge that the Annual Sales Base is not a natural breakpoint

1.10 Address of Landlord:

[ARTICLES 4 and 30]

<p>Landlord's Notice Address Natick Mall, LLC c/o Natick Mall 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department</p> <p>With a copy to: Natick Mall 1245 Worcester St.; Suite 1218 Natick, MA 01760 Attn: General Manager</p>	<p>Landlord's Payment Address: HOOVER MALL LIMITED, L.L.C. SDS-12-2446 P.O. Box 86 Minneapolis, MN 55486-2446</p>
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1.11 Address of Tenant:

[ARTICLE 30]

Notice:
CSISUN, LLC
2500 Farmers Drive; Suite 140
Columbus, Ohio 43235

Copies of Notices sent to:

Gosh Enterprises, Inc.
2500 Farmers Drive, Suite 140
Columbus, OH 43235
Attn: Legal Department

1.12 Additional Gross Leasable Area Annual Rental Increase: Not Applicable

[ARTICLE 4(c)]

1.13 Anchor Minimum Annual Rental Increase: Not Applicable

[ARTICLE 4(d)]

1.14 Trade Name: "Charleys Philly Steaks"

- [ARTICLE 25]
- 1.15 Intentionally Omitted
- [ARTICLE 37]
- 1.16 Initial Assessment: Not Applicable
- [ARTICLE 37]
- 1.17 Key Money: Not Applicable
- 1.18 Construction Allowance: Not Applicable
- [ARTICLE 2]
- 1.19 Security Deposit: Not Applicable
- [ARTICLE 46]
- 1.20 Radius: Not Applicable
- [ARTICLE 58]
- 1.21 Intentionally Omitted
- [ARTICLE 16]
- 1.22 Operating Expenses Payment: \$49,270.00 (\$65.00 per square foot) per year for the calendar year 2017, payable in equal monthly installments, subject to the fixed annual increases provided in ARTICLE 17 of this Lease.
- [ARTICLE 17]
- 1.23 Not Applicable
- 1.24 Not Applicable
- 1.26 Not Applicable
- 1.27 Not Applicable
- 1.28 Not Applicable
- 1.29 **Lease Contingencies: The parties acknowledge that the Leased Premises is currently occupied by another tenant. Accordingly, this Lease is expressly contingent upon the Landlord's ability to recapture the Leased Premises from its current occupant on terms and conditions reasonably acceptable to Landlord.**
- 1.30 Not Applicable
- 1.31 Not Applicable
- 1.32 Not Applicable
- 1.33 Not Applicable
- 1.34 Not Applicable
- 1.35 **Anchor:** An "anchor" for all purposes under this Lease is any operation, land, building, store or business, whether occupied or vacant and whether owned or leased, which leases or occupies 30,000 square feet or more of space in the Shopping Center. A "variety or specialty store" is (aa) an occupant which leases or occupies between 10,000 and 29,999 square feet of space in the Shopping Center, or (bb) a restaurant occupant having an exterior entrance. An "outparcel" is any operation, land, building, store or business whether occupied or vacant and whether owned or leased, that is not an anchor or variety or specialty store and is separated by vehicular access or parking area from the Main Mall Building(s) or does not have an entrance accessible to the customers of the Shopping Center directly from the Main Mall Building(s).
- 1.36 **Food Sampling:** Notwithstanding anything contained in this Lease to the contrary, Tenant shall have the right to offer samples of its products to the public, provided (i) such sampling shall only be conducted within 3 feet of the lease line of the Leased Premises and directly in front of the Leased Premises and at least 3 feet from adjacent tenants lease line, (ii) Tenant performs such activities in a professional manner of conduct and in accordance with any reasonable rules and regulations Landlord shall establish regarding such sampling, and (iii) Landlord, in its sole discretion, shall have the right at any time after issuing Tenant at least 2 written notices regarding unacceptable sampling

activity, if Tenant has not cured such unacceptable activity within 24 hours of such notice, to revoke Tenant's right to offer product samples by written notice to Tenant.

1.37 Landlord's Work: None.

[ARTICLE 2]

1.38 Tenant's Work: Notwithstanding anything to the contrary contained in this Lease, Tenant will construct a full build out in accordance the latest Charleys Philly Steak prototype which shall be in accordance with Landlord criteria and in accordance with plans and specifications as first approved by Landlord.

[ARTICLE 2]

References to articles are for convenience and designate some of the other provisions where references to the particular Reference Provisions appear. If there is a conflict between a Reference Provision and the other provisions of this Lease, the former shall control.

ARTICLE 1 - Leased Premises, Term and Use

(a) Landlord leases to Tenant and Tenant takes from Landlord in consideration of the covenants and agreements in this Lease, the premises ("Leased Premises") being that portion of the building measured to the center of common walls and the outside faces of exterior walls, on the drawings attached to this Lease and made a part of this Lease as "EXHIBIT A" and "EXHIBIT A-1". The Leased Premises shall include corridors and passageways for the exclusive use of the Leased Premises, columns, stairs, elevators and any construction or equipment located in the Leased Premises, as well as pipes, conduits, electrical wires and drainage lines that directly serve the Leased Premises. The Shopping Center includes all buildings, land, improvements, additions, extensions and deletions which may be made from time to time, and may include adjacent parcels of land not owned, leased or controlled by Landlord but which are operated as an integral part of the Shopping Center. The Leased Premises are described further in the Reference Provisions. If the square footage of the Leased Premises is different than the amount set forth in Reference Provision 1.01, all rental and additional rental and amounts based upon the square footage of the Leased Premises shall be proportionately adjusted, and the parties shall execute an amendment to this Lease memorializing the adjustments. If Tenant constructs a mezzanine in the Leased Premises, the square footage of the Leased Premises shall be increased in an amount equal to the square footage of the mezzanine, and all rental, additional rental and amounts based upon the square footage of the Leased Premises shall be proportionately adjusted. The Parties shall execute an amendment to this Lease memorializing the adjustment. A mezzanine shall not be permitted if the Leased Premises are located on an upper level.

EXHIBITS A, A-1 and B are for informational purposes only, and are not a warranty, representation or agreement that the Leased Premises, Shopping Center or other areas will be as shown on the Exhibits, or that other occupants if shown on the Exhibits will be in the Shopping Center. Tenant has not been granted any easements of light, air or access. Tenant's rights are limited to the use and occupancy of the Leased Premises and the license to use the Joint Use Areas as they may exist from time to time, all subject to the terms, covenants, conditions and provisions of this Lease.

(b) The term of this Lease ("Term") shall begin on the Effective Date and end on the Expiration Date in the Reference Provisions.

(c) The Leased Premises shall be used and occupied only for the Permitted Use in the Reference Provisions, and for no other use or purpose whatsoever. Unless specifically noted in the Reference Provisions, Tenant does not have exclusive rights to sell any particular merchandise or provide any particular services in the Shopping Center.

ARTICLE 2 - Original Construction

(a) Landlord may make minor changes to the Leased Premises. Landlord may also make changes, reductions and additions without restriction in other areas of the Shopping Center (including all Joint Use Areas and all buildings and other improvements), whether the changes are requested by other tenants or deemed desirable by Landlord.

(b) ~~If (1) within 24 months following the Opening Date, construction has not begun on the Shopping Center site, or (2) within 36 months following the Opening Date, the Leased Premises has not been delivered to Tenant by Landlord, this Lease may be terminated by either party by notifying the other in writing, within 30 days thereafter. Tenant releases Landlord and Landlord's contractor from any claim for damages against Landlord or Landlord's contractor for any delay in the date on which the Leased Premises shall be ready for delivery to Tenant.~~

(c) ~~Landlord agrees to perform its construction work shall not be required to perform any work ("Landlord's Work") in the Leased Premises substantially in accordance with "EXHIBIT C."~~
Tenant acknowledges that it has inspected the Leased Premises and is taking the same in "as-is" condition. All other work on the Leased Premises shall be done by Tenant, at Tenant's expense ("Tenant's Work"). Tenant shall remodel the Leased Premises to the most current "Charleys Philly Steaks" prototype in accordance with this Lease, all exhibits attached thereto and Landlord criteria and in accordance with plans and specifications as first approved by Landlord. Tenant's Work shall include, but not be limited to, the installation of storefronts and storefront signs, customer entrance doors, floor covering, plastering, interior decorating, wall and ceiling treatment, completion of the air conditioning system and fire sprinkler system, extension of electrical service to the Leased Premises, connection of plumbing lines to Landlord's system, the installation of electric lights and fixtures and all other electrical work in accordance with plans and specifications approved by Landlord. The design and installation of mechanical and electrical systems shall comply with the requirements attached and made a part of this Lease as "EXHIBIT C." All signs and electrical work for the signs shall be installed by Tenant at Tenant's expense. They shall be of such character, design, size and at such locations as Landlord may approve. They shall be in accordance with EXHIBIT C, which is attached and made a part of this Lease. Tenant agrees not to install any signs until they have been approved by Landlord. Food Court Tenants shall conform to the Design and Operation Criteria contained in EXHIBIT FC "Operational Requirements for Food Court Tenants" attached and made a part of this Lease. If Tenant is prevented from beginning construction in the Leased Premises by the Beginning Work Date because of the

~~failure of Landlord to substantially complete Landlord's Work within the Leased Premises, the Opening Date shall be extended by 1 working day for each working day that Tenant is prevented.~~ The certification of Landlord's architect that Landlord's Work is substantially complete and in accordance with the plans and specifications shall be conclusive and binding upon the parties.

(d) Approval of the plans and specifications by Landlord shall not create any responsibility by Landlord for their accuracy, sufficiency or compliance with laws or rules and regulations. Tenant shall be solely responsible for the plans and specifications. When Landlord has approved Tenant's plans and specifications, Landlord shall return one set of approved plans to Tenant. Such approved plans shall show the date of Landlord's approval and shall be made a part of this Lease as "Exhibit P", whether or not physically attached hereto. Tenant agrees not to begin Tenant's Work until Landlord has approved the plans and specifications.

(e) Tenant shall begin Tenant's Work by the Beginning Work Date specified in the Reference Provisions, proceed with it diligently and complete it in strict accordance with EXHIBIT P. Upon completion of Tenant's Work Tenant shall provide a certificate furnished by or otherwise satisfactory to Landlord from Tenant's contractor stating that no asbestos-containing materials or other Hazardous Materials as defined in ARTICLE 15 were used in the construction of the Leased Premises. Tenant shall complete the installation of fixtures, trade fixtures, improvements, equipment, stock and inventory prior to the Opening Date.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY, TENANT IS REQUIRED TO OPEN FOR BUSINESS TO THE PUBLIC IN THE LEASED PREMISES ON OR BEFORE THE OPENING DATE SPECIFIED IN THE REFERENCE PROVISIONS.

If Tenant does not begin Tenant's Work by the Beginning Work Date, Landlord shall have the right to terminate this Lease by notifying Tenant in writing and providing a cure period, not to exceed 5 days. Tenant shall pay Landlord as liquidated damages the cost of any work done by Landlord for Tenant (representing the actual cost plus 15% for overhead), including, without limitation, electrical work, plumbing, concrete floor slabs, and heating and air conditioning equipment and facilities, if any. If Tenant has not completed Tenant's Work and opened its store for business to the public by the Opening Date (subject to ARTICLE 3), Landlord shall be entitled to declare the same a default. In addition to (and not in lieu of) Landlord's other rights and remedies, **in the event Tenant has not completed Tenant's Work, Tenant's Minimum Annual Rental payment shall nevertheless begin beginning on the Opening Date and continuing until the date Tenant opens for business in the Leased Premises, shall be** at the per day rate of the greater of either: (i) 1/10th of the monthly installment of Tenant's Minimum Annual Rental; or (ii) \$1,000.00. Late performance will cause Landlord to incur losses, damages and costs not contemplated under this Lease, the exact amount of which are extremely impractical to fix. The costs include, without limitation, processing and accounting charges. The parties agree that these late charges are liquidated damages, represent a reasonable estimate of Landlord's costs and expenses and are fair compensation to Landlord for the loss suffered by Landlord.

ARTICLE 3 - Rental Commencement Date

(a) The rental payments shall begin to accrue on **February 1, 2017**~~the earlier of the following dates ("Rental Commencement Date"):- (i) the Opening Date; or (ii) the date on which Tenant shall open the Leased Premises for business to the public.~~

(b) ~~Notwithstanding any provision to the contrary contained in this Lease, if applicable, Tenant agrees if requested by Landlord to delay the opening of the Leased Premises for business in order to coincide with the grand opening of the Shopping Center or a grand re-opening in the case of a major renovation ("Grand Opening"). In that event, Tenant's obligation to pay rental shall begin on the Grand Opening Date.~~

ARTICLE 4 - Rental

Tenant shall pay Landlord as rental for the use and occupancy of the Leased Premises, at the times and in the manner provided, the following sums of money per annum without deduction or set-off and without prior demand:

(a) **MINIMUM ANNUAL RENTAL:** The Minimum Annual Rental shall be payable in 12 equal monthly installments in advance, upon the 1st day of each and every month during the periods of time specified in the Reference Provisions.

If under ARTICLE 3 rental begins on a day other than the 1st day of a month, the monthly installment of Minimum Annual Rental for the period from the Rental Commencement Date until the 1st day of the month next following shall be prorated accordingly. All past due rental, additional rental, and other sums due Landlord under this Lease shall bear interest from the due date until paid by Tenant, at the rate of 2% above the Prime Rate (as defined below), not to exceed the maximum rate of interest allowed by law in the state where the Shopping Center is located (the "Interest Rate"). The interest shall be deemed to be additional rental. All rental provided for in this Lease shall be paid to Landlord at the address in the Reference Provisions or to another payee or address that Landlord designates.

"Prime Rate" wherever it appears in the Lease means the prime rate (or base rate) reported in the Money Rates column or section of The Wall Street Journal as being the base rate on corporate loans at large U.S. money center

commercial banks (whether or not that rate has been charged by any bank). If The Wall Street Journal ceases publication of the prime rate, Prime Rate shall mean the highest rate charged by Chase (or its successor) on short term unsecured loans to its most creditworthy large corporate borrowers. If The Wall Street Journal (i) publishes more than one prime rate or base rate, the higher or highest of the rates shall apply, or (ii) publishes a retraction or correction of that rate, the rate reported in that retraction or correction shall apply.

(b) **PERCENTAGE RENTAL:** Tenant shall pay Landlord as "Percentage Rental" at the times and in the manner provided below, an amount equal to the Percentage Rate of all Net Sales (defined in ARTICLE 5) in excess of the Annual Sales Base for the calendar year specified in the Reference Provisions. In addition to and not in lieu of Percentage Rental, Tenant shall pay to Landlord an amount equal to eight percent (8%) of all monies and other revenues received by Tenant, without regard to the Annual Sales Base, for material and/or information digitally downloaded from the internet or any other remote source to any software format now in existence or hereafter created and sold to customers in, at or from the Leased Premises ("Digital Download Rent"). Sale of such software and the material or information contained therein must be within Tenant's Permitted Use. Income received by Tenant resulting from such sales shall be separately stated monthly and otherwise recorded and documented as set forth in Article 6 hereof, but the amount thereof shall not be included in Net Sales applied to the Annual Sales Base in any year. Any Digital Download Rent due from Tenant to Landlord for any month during the Term shall be payable within thirty (30) days after the end of the month in which the monies or other revenues were received. Tenant shall not allow material and/or information to be digitally downloaded from the internet or any other remote source to any software format now or in existence hereafter created to be sold to customers in, at or from the Leased Premises.

Percentage Rental shall be paid monthly no later than the 15th day of the month, except that if the Rental Commencement Date is other than the first day of a month, the Net Sales during the first partial month shall be added to the Net Sales of the next month. The amount of each payment of Percentage Rental shall be equal to the amount of Net Sales in excess of the Monthly Sales Base for the immediately preceding month multiplied by the Percentage Rate. The Annual Sales Base and/or the Monthly Sales Base shall be prorated for any partial calendar year upon the basis of 1/12th for each full month of the partial calendar year, plus an amount equal to 1/360ths for each day if the Rental Commencement Date is other than the first day of the month. At the end of each calendar year Percentage Rental shall be adjusted to a calendar year basis and the balance of the Percentage Rental due shall be paid within 60 days after the end of that calendar year (including the last calendar year). Percentage Rental shall be paid beginning in the month in which the Net Sales for any Lease Year shall exceed the Annual Sales Base for the applicable Lease Year. Thereafter, Percentage Rental shall be paid on all additional Net Sales made during the remainder of that Lease Year (or partial Lease Year, as the case may be). Payments shall be made no later than the 15th day of the next following month. The Annual Sales Base shall be prorated for any partial Lease Year upon the basis of 1/12th for each full month of the partial Lease Year, plus an amount equal to 1/360ths for each day if the Opening Date is other than the first day of the month. If at the end of the calendar year Lease Year, the amount of the Percentage Rental paid by Tenant exceeds the amount of Percentage Rental required to be paid by Tenant for that calendar year Lease Year, Tenant shall receive a credit for the excess, and the excess shall be deducted by Tenant from the next payments of Percentage Rent due (or after the last calendar year Lease Year, Landlord shall refund the excess to Tenant after Landlord's receipt of Tenant's certified statement of Net Sales covering the last calendar year Lease Year). Each calendar year Lease Year shall be considered as an independent accounting period for the purpose of computing the amount of Percentage Rental due. The amount of Net Sales of any calendar year Lease Year shall not be carried over into any other calendar year Lease Year.

Net Sales during any calendar month in which Tenant does not continuously and without interruption conduct its business shall be deemed to be the greater of: (i) Net Sales during that calendar month or (ii) Net Sales during the calendar month in which Net Sales were the highest. This paragraph shall not apply to any calendar month in which the Leased Premises are closed for business with the prior written consent of Landlord, or if the closing of the Leased Premises is expressly permitted by this Lease.

"Lease Year" for all purposes under this Lease shall mean the 12 calendar months between February 1 through and including January 31, except that if the Opening Date Rental Commencement Date is not February 1, then the period immediately following the Opening Date Rental Commencement Date up to and including the next succeeding January 31 shall be a partial Lease Year; "calendar year" for all purposes under this Lease shall mean the 12 calendar months between January 1 through and including December 31, except that if the Opening Date Rental Commencement Date is not January 1, then the period immediately following the Opening Date Rental Commencement Date up to and including the next succeeding December 31 shall be a partial calendar year.

~~(e) — ADDITIONAL GROSS LEASABLE AREA MINIMUM ANNUAL RENTAL INCREASE: After the Opening Date, should either (i) the Shopping Center be renovated at a cost in excess of \$1,000,000.00; (ii) the Shopping Center be expanded by an addition of at least 50,000 feet of leasable area; or (iii) a lifestyle village or wing be added to the Shopping Center regardless of whether such addition occurs as a replacement for an anchor or not, the Minimum Annual Rental shall automatically be increased in accordance with the Reference Provisions, and the Annual Sales Base shall be increased accordingly. Any such increase shall commence on the first day after the completion of any of the events set forth in (i) — (iii) above and continue during the remainder of the Term.~~

~~(d) — ANCHOR MINIMUM ANNUAL RENTAL INCREASE: For each anchor (as defined in this Lease) that is added to the Shopping Center after the Opening Date, the Minimum Annual Rental shall automatically be increased in accordance with the Reference Provisions, and the Annual Sales Base shall be increased accordingly. The increase shall continue during the remainder of the Term.~~

(e) If Minimum Annual Rental or additional rental is not paid within 10 days after it is due, Tenant shall also pay Landlord, as liquidated damages, a late payment fee equal to the greater of \$100.00 or 5% of the delinquent rental for each and every month, or part of every month that the rental remains unpaid. The fee shall not excuse Tenant from the timely payment of rental. If Landlord receives 2 or more checks from Tenant which are returned by Tenant's bank for insufficient funds, Tenant agrees that all future checks shall be either bank certified, cashiers' or treasurers' checks. All bank service charges resulting from bad checks shall be borne by Tenant.

(f) In addition to Minimum Annual Rental, Tenant shall pay, as additional rental, all sums of money required to be paid pursuant to ARTICLE 4(b) (Percentage Rental), 7 (Taxes), 17 (Joint Use Areas and Operating Expenses), 16 (Environmental Services), and all other sums of money or charges required to be paid by Tenant under this Lease (collectively referred to in this Lease as "additional rental"). All amounts shall be paid to Landlord's Payment Address as shown in Reference Provision 1.10. If the amounts or charges are not paid at the time provided in this Lease, they shall nevertheless be collectible as additional rental with the next installment of Minimum Annual Rental falling due, but nothing in this Lease shall be deemed to suspend or delay the payment of any amount of money or charge at the time it becomes due and payable or to limit any other remedy of Landlord. All amounts of Minimum Annual Rental and additional rental payable in a given month (also collectively referred to in this Lease as "rent" or "rental") shall be deemed to be a single rental obligation, and shall survive the expiration of the Term or the earlier termination of this Lease. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord at the time of such payment shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or any letter accompanying such check stating that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check on account without prejudice to any other rights or remedies which Landlord may have against Tenant.

ARTICLE 5 - Definition of Net Sales

Net Sales shall include (as of the date of the transaction) the entire amount of the sale price of all goods and merchandise sold (including gift and merchandise certificates when redeemed), leased, rented or licensed and the charges for all services and all other receipts in, upon or from any part of the Leased Premises or as a result of Tenant's agreement, if any, to link its website to the Shopping Center's website, whether (wholly or partially) for cash or credit, and shall include sales from vending machines (including but not limited to mechanical and electronic machines, except telephone and postage stamp machines); mail and telephone orders received or filled at the Leased Premises; equipment leased; reimbursements; uncollected and uncollectible credit accounts and bank checks and charges for bank credit cards; all deposits not refunded to purchasers; orders taken, although the orders may be filled elsewhere (including, but not limited to, orders which are accepted or transmitted by means of electronic, telephonic, video, computer or other electronic or technology based system, regardless of whether the orders are accepted or filled at the Leased Premises or accepted or filled by Tenant or its parent, subsidiary or affiliate at any other location); all monies or other things of value which Tenant is entitled to receive. The following shall be deducted or excluded, as the case may be, from Net Sales, provided such exclusions are specifically itemized: (a) refunds to customers to the extent that such refunds relate to (i) a prior inclusion of the same transaction or (ii) returns of merchandise purchased from other physical store locations of Tenant; (b) sales, use, excise, retailer's, occupation or similar taxes imposed in a specific amount, or percentage upon, or determined by, the amount of sales; (c) interest, service, finance or sales carrying charges paid by customers for extension of credit on sales, if not included in the merchandise sale price; (d) returns to shippers and manufacturers; (e) sales not in the ordinary course of Tenant's business, of machinery or equipment which Tenant has the right to remove from the Leased Premises; and (f) the value of any exchange or transfer of merchandise between stores of Tenant if it is made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale made in, at, or from the Leased Premises. **(g) sales to Tenant's employees at a discount not to exceed in the aggregate 2% of Net Sales during any Lease Year; and (h) insurance proceeds or condemnation awards.**

ARTICLE 6 - Records and Audits

Tenant agrees to accurately record all sales in accordance with generally accepted accounting practices (showing all of its sales separately from its other stores), and to maintain sufficient original records which accurately summarize all transactions relating to the Leased Premises (including the sales of any subtenant, licensee or concessionaire). Original records shall include but not be limited to: sales documents, sequentially numbered tapes and readout totals

of cash registers or point of sale devices, sales returns and allowance detail, cash receipts, payroll journals, accounts receivable, disbursement journals, bank statements, deposit slips, inventory records, purchase orders, receiving records, sales journals or daily sales reports, orders accepted by means of electronic, telephonic, video, computer or another electronic or other technology based system, state sales and use tax returns (and all documentation used to prepare the returns), and a complete general ledger. Documentation and itemization of specific sales exclusions shall also be maintained. Records shall be preserved (properly totaled) by Tenant either (a) at the Leased Premises or (b) at the home or regional offices of Tenant (provided Landlord shall be notified in writing of the address at which the records are maintained) and made available to Landlord at the Leased Premises or the offices, upon demand, for a period of at least 3 years after the year in which the sales occurred (however, if any audit is begun by Landlord or if there is a dispute regarding Tenant's Net Sales, Tenant's records shall be retained by Tenant until a final resolution of the audit or dispute). The receipt by Landlord of a statement of Net Sales or Percentage Rental shall not constitute an admission of its correctness. Tenant agrees to deliver to Landlord a statement of each month's sales on or before the 5th day of the following month, and by January 31 of each year of the Term an annual statement certified by a Certified Public Accountant or by a financial officer, owner or partner of Tenant, of the Net Sales made during the preceding year. If the Term expires or is terminated on a date other than December 31, then a like statement for the partial calendar year in which expiration or termination occurs shall be delivered within 30 days after expiration or termination. Landlord shall be entitled, at Landlord's expense, to have at any time and from time to time **upon 10 days' prior written notice but not during the months of November or December and not more than once every calendar year**, an audit of the Net Sales made during any period covered by the annual statement and account and to recalculate the rental payable for that period. If there is a deficiency in the payment of percentage or additional rental, the deficiency shall be immediately due and payable with interest at the Interest Rate, and the interest shall be additional rental, from the date when the payments should have been made. If there is an overpayment by Tenant, it shall be credited by Landlord against payments due. If Net Sales have been understated by more than 2% or Tenant fails to record, maintain or make available the required sales supporting documentation, Tenant shall be in default, and shall pay the cost of the audit and all other related costs and expenses. If Tenant is late furnishing Landlord any monthly sales statement, Landlord shall have the right, without notice, to conduct an audit at Tenant's sole cost. If Tenant does not furnish the sales documentation referred to above or otherwise impedes Landlord's audit of Tenant's Net Sales, Landlord shall be entitled, in addition to Landlord's other rights and remedies, to estimate Tenant's annual Net Sales as 125% of the Net Sales for the preceding year, and bill Tenant for any Percentage Rental which may be due based upon the estimated Net Sales.

ARTICLE 7 - Taxes

(a) (i) Effective upon the Rental Commencement Date, Tenant shall pay, without deduction or set-off of any kind, its proportionate share of all real property taxes and assessments which may be levied or assessed against the retail portion of the Shopping Center during the Term by any lawful authority for each calendar year including, without limitation, all Impositions as defined below in this subpart (a)(i) and the cost of any contest, review or negotiation of an assessment by Landlord, as described in (c) below (collectively "Property Taxes"). Property Taxes shall exclude taxes and assessments actually paid by anchors or outparcel occupants for land and buildings owned or leased by anchors and outparcels whether the anchors and outparcels are occupied or vacant and whether or not the real property taxes thereon are separately billed or assessed. Notwithstanding anything to the contrary contained in this Lease, Property Taxes shall include any form of tax or assessment, license fee, license tax, tax or excise on rent, or any other levy, charge, or similar imposition ("Impositions") imposed by any governmental authority or political subdivision having jurisdiction, or any school, agricultural, lighting, drainage, management, roadway, water, levee, utility or other improvement or special assessment district, on any interest of Landlord or Tenant in the Leased Premises, the Shopping Center or the underlying realty. The Impositions shall include but not be limited to: (aa) any partial or total substitute impositions for real property taxes; (bb) any impositions imposed upon owners of real estate (including any water and sewer tax assessment) rather than upon persons generally, as well as any tax which may become a lien on the land, buildings or other improvements in the Shopping Center, or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Leased Premises; (cc) any Impositions upon this Lease or any document to which Tenant is a party creating or transferring an interest or an estate in the Leased Premises, and (dd) any impositions for offsite property or facilities that provide an easement required to be maintained for the benefit of or that serves the Shopping Center.

(ii) Tenant's proportionate share shall be the product which results by multiplying the Property Taxes (less any payment actually made by variety and specialty stores, and by anchors and outparcels as excluded in subpart (a)(i) above) by a fraction, the numerator of which shall be the number of square feet of floor area in the Leased Premises and the denominator of which shall be the total number of square feet of gross leasable floor area in the main mall building(s) (as determined by Landlord in its sole discretion; hereafter "Main Mall Building(s)") of the Shopping Center which are occupied or producing rent, including the Leased Premises, determined as of August 1 of each year (exclusive of the building areas utilized for non-retail exhibits; recreational purposes, including, without limitation, ice rinks; space operated for a not-for-profit purpose, including, without limitation, museums; the building areas occupied by anchor buildings and outparcels whether the anchors and outparcels are occupied or vacant and whether or not the portion of Property Taxes thereon are separately billed or assessed; and variety and specialty stores [collectively, the "Excluded Areas"]). Tenant's share of Property Taxes shall not, however, be calculated on the basis of less than 80% of the gross leasable area of the Main Mall Building(s) of the Shopping Center determined as of August 1 of each year (minus the Excluded Areas).

(iii) Notwithstanding anything to the contrary contained in the Lease, an outparcel may at Landlord's sole discretion be considered part of the Shopping Center for purposes of the definition of Property Taxes and the calculation of Tenant's share of Property Taxes under ARTICLE 7, provided that if the Landlord considers an

outparcel to be part of the Shopping Center for such purposes Landlord shall include any payments toward Property Taxes actually made by the outparcel occupant before the calculation of Tenant's share of Property Taxes.

Tenant's proportionate share of Property Taxes for the calendar year 2016 is initially estimated to be \$5.98 per square foot of the Leased Premises. The foregoing figure is for informational purposes only and Landlord makes no representation that Tenant's pro-rata share will be equal to, or approximately equal to such amount.

(b) From time to time, Landlord shall notify Tenant in writing of Landlord's estimate of Tenant's monthly installments due with respect to Property Taxes. Such monthly installments shall be paid on or before the 1st day of each calendar month, in advance. If Landlord is required however under a mortgage to escrow Property Taxes, Landlord may, but shall not be obligated to, use the amount required to be escrowed as a basis for the estimate of the monthly installments. Upon confirmation of all Property Tax bills attributed to any calendar year during the Term, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of the Property Taxes for that year. If the total amount paid by Tenant for any calendar year during the Term is less than the actual amount due from Tenant for that year, as shown on the statement, Tenant shall pay Landlord the deficiency within 10 days after demand by Landlord. If the total amount paid by Tenant for any calendar year exceeds the amount due from Tenant for that calendar year, Landlord shall credit the excess against payments due. Tenant's liability for its proportionate share of Property Taxes for the calendar years in which this Lease begins and ends shall be subject to a prorata adjustment based on the number of days in those years. Landlord's and Tenant's obligations under this ARTICLE 7 shall survive the expiration of the Term. An official tax bill (or copy), if available, shall be submitted by Landlord to Tenant, upon request by Tenant, and shall be conclusive evidence of the amount of the tax assessed or levied, the items taxed and the installments.

(c) If Landlord contests, reviews or negotiates any tax or assessment upon the Shopping Center, Tenant agrees to pay its proportionate share of Landlord's expenses, whether third party or internal, including but not limited to legal, tax consultant and appraisal fees. Tenant's proportionate share of such expenses shall be calculated and paid in the manner set forth in ARTICLE 7(a). Tenant shall not have the right to withhold any payments to Landlord notwithstanding anything to the contrary contained in this Lease, nor shall Landlord be obligated to withhold the payment of Property Taxes levied or assessed against the Shopping Center. If Tenant pays an amount in excess of its proportionate share of Property Taxes for any year as the result of a subsequent reduction in total Property Taxes for that year, the excess shall be refunded to Tenant (the "Net Refund") when all refunds to which Landlord is entitled from the taxing authority for that year are received by Landlord. The term "Net Refund" means the refund plus interest, if any thereon less appraisal, engineering, expert testimony, attorneys', printing and filing fees and all other costs and expenses of the contest, review or negotiation to the extent that such fees, costs and expenses have not been previously included in taxes under this ARTICLE 7, and less an administrative fee equal to 15% of the original refund.

(d) Notwithstanding anything to the contrary in this Article 7 or elsewhere in this Lease, any excise, transaction, sales or privilege tax (except income, transfer, estate or inheritance tax) imposed upon Landlord on account of, attributed to, or measured by rental or other charges payable by Tenant shall be paid by Tenant to Landlord.

ARTICLE 8 - Subordination and Attornment

(a) Tenant's rights shall be subordinate to the interest of any ground lessor and to the lien of any mortgage or deed of trust in force or later placed against the Shopping Center, upon any building placed later upon the Shopping Center and to all advances made upon the security thereof. No ground lessor nor the mortgagee or beneficiary named in the mortgage or trust deed shall disturb Tenant's peaceable possession of the Leased Premises if Tenant is not in default under this Lease. Any mortgagee or beneficiary of Landlord may, at its option, subordinate its mortgage or trust deed to this Lease. This ARTICLE 8(a) is self-operative, and no further documentation of Tenant's subordination and attornment is required; however, Tenant shall execute any subordination agreement requested by Landlord, any mortgagor or beneficiary of Landlord upon written request. Tenant shall accept performance of any of Landlord's obligations hereunder by any mortgagee or beneficiary of Landlord.

(b) If any proceedings are brought for foreclosure, or if the power of sale under any mortgage, deed of trust or deed to secure debt made by Landlord covering the Leased Premises is exercised, Tenant shall attorn to the purchaser upon the foreclosure or sale and recognize the purchaser as the Landlord under this Lease.

(c) Landlord covenants that it is or will be a party to a certain agreement or agreements with the anchors in the Shopping Center (the "Agreement"), which may be amended from time to time. The Agreement shall not prevent Tenant from using the Leased Premises for the purpose set forth in Reference Provision 1.03. This Lease is subject and subordinate to the Agreement and any amendments to or modifications of the Agreement.

(d) Tenant agrees to make such reasonable modifications to this Lease as may be reasonably required in connection with the obtaining of financing or refinancing of the Shopping Center or any portion thereof or interest therein, so long as such modifications do not change the economic terms hereof or materially affect Tenant's rights, increase Tenant's obligations, or reduce Landlord's obligations hereunder.

ARTICLE 9 - Additional Construction

Landlord reserves the right at any time to make alterations or additions to, subdivide, change the building dimensions and storefront lines, build additional stories on the building in which the Leased Premises are contained or on any other building or buildings in the Shopping Center, and to build adjoining the Shopping Center. Landlord also reserves the right at any time to construct other buildings, structures or improvements including, but not limited to, surface, elevated or double-deck parking facilities and to erect temporary scaffolds and other aids to construction.

Landlord shall have the right at any time upon 90 **120** days' notice, to relocate the Leased Premises to another location within the **Food Court of the Shopping Center** ("Substitute Space"), containing approximately the same amount of floor area as the Leased Premises. Landlord shall pay the cost of improving the Substitute Space to a comparable condition that existed in the Leased Premises, and for all reasonable moving expenses incurred by Tenant. Tenant shall, upon delivery of the Substitute Space to Tenant, install its fixtures, furniture and equipment in the Substitute Space prior to opening for business in the Substitute Space and Tenant shall open for business in the Substitute Space within 30 days after delivery of the Substitute Space to Tenant. Minimum Annual Rental shall abate during any period Tenant is unable to be open for business due to the relocation.

ARTICLE 10 - Condition of Leased Premises

Tenant's taking possession of the Leased Premises shall be conclusive evidence of Tenant's acceptance of the Leased Premises in good order and satisfactory condition and "as-is", including patent and latent defects. Tenant agrees that no representations about the condition of the Leased Premises, nor promises to decorate, alter, repair or improve the Leased Premises have been made by Landlord or its agents to Tenant. Tenant also agrees that no representations have been made to Tenant that any other tenants will lease space in the Shopping Center nor have any promises been made that Tenant has the exclusive right to sell any merchandise, goods or services. Tenant hereby waives any implied warranties, including but not limited to fitness, suitability and habitability.

ARTICLE 11 - Repairs and Maintenance

Landlord shall be responsible for all structural repairs to the Leased Premises. Landlord shall not be responsible for damage or personal injury caused by any defects or other conditions, or the consequences thereof, except in the case of Landlord's willful misconduct. Landlord shall not be liable to Tenant for any damage to merchandise, trade fixtures or personal property of Tenant in the Leased Premises, including without limitation damage by water leakage, seepage, water discharge from a sprinkler system or water damage caused by leakage from other occupants. Beginning on the date Tenant takes possession of the Leased Premises, Tenant shall be liable for the repairs, replacements and maintenance of the Leased Premises, except those for which Landlord is responsible under this ARTICLE 11. Tenant shall keep the Leased Premises in good order and repair, clean, sanitary and safe and shall notify Landlord, in writing, prior to beginning any repair. The notice shall specify the repair work to be performed. Tenant's repairs, replacements and maintenance obligations shall include, but not be limited to, its heating and cooling equipment; other equipment; fixtures; improvements; floor covering; the exterior and interior portions of all doors, door locks, security gates, and windows; plumbing and sewage facilities which are not Landlord's obligation; walls; ceilings; and plate glass. Tenant shall be solely responsible for maintenance and repair costs related to the Leased Premises. Tenant agrees to keep the interior of the Leased Premises in a clean and slightly appearance. If Tenant refuses or neglects to make repairs or maintain the Leased Premises, in a manner reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant reasonable written notice, to make the repairs or perform the maintenance on behalf of Tenant. Tenant shall reimburse Landlord promptly upon receipt of a bill. The interior and storefront of the Leased Premises shall be painted, redecorated and every 5 years. Landlord has no obligation to do work which Landlord is not expressly required to perform under this Lease or which, under this Lease, Tenant is required to perform. The performance of that work by Landlord shall not constitute a waiver of Tenant's default.

ARTICLE 12 - Alterations

Tenant shall not make any structural, electrical, storefront, exterior, major interior or mechanical alterations to the Leased Premises without obtaining the written consent of Landlord. **Notwithstanding the foregoing, Tenant shall be permitted to make interior, non-structural, non-storefront, non-mechanical and non-utility alterations, decorations, additions or changes to the Leased Premises without Landlord's prior consent thereto provided the cost thereof does not exceed \$15,000.00 in any period of 12 consecutive months.** Tenant shall not interfere with any work in the Shopping Center, and shall not cause the closing, interruption or impairment of Tenant's normal conduct of business. All alterations, additions, improvements and Tenant's Work shall become, upon expiration of the Term, or the earlier termination of this Lease, the property of Landlord without any payment by Landlord. All such work by Tenant shall be made under the supervision of a competent architect or competent licensed structural engineer and shall be in accordance with plans and specifications approved in writing by Landlord before the start of the work. Landlord's approval of

Tenant's plans and specifications shall not create a responsibility or liability of Landlord for their accuracy, sufficiency or compliance with laws or rules and regulations. The work shall be in accordance with necessary governmental approvals and permits. Tenant shall obtain approvals and permits at its sole expense. The work shall be done in a good and workmanlike manner and diligently prosecuted to completion. The Leased Premises shall at all times be a complete unit except during the performance of work. Work done by Tenant without Landlord's consent shall be returned to its original condition, at Tenant's expense, upon request by Landlord.

ARTICLE 13 - Fixtures and Personal Property

Trade fixtures, signs and other personal property of Tenant not permanently affixed to the Leased Premises shall remain the property of Tenant. Tenant shall have the right, provided Tenant is not in default, to remove its trade fixtures, signs and other personal property. Tenant shall not however, during the Term, render the Leased Premises unsuitable for conducting the type of business specified in Reference Provision 1.03 by removing personal property unless Tenant immediately replaces it with personal property of comparable or better quality. Tenant, at its expense, shall immediately repair damage to the Leased Premises caused by the removal of such trade fixtures, signs and other personal property. Upon the expiration or earlier termination of this Lease, Tenant shall leave the Leased Premises in a neat and clean condition, free of debris. All trade fixtures, signs, and other personal property installed in or to the Leased Premises by Tenant must be new or like new when installed or attached. Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation in the Leased Premises as well as upon its trade fixtures, leasehold improvements (including but not limited to merchandise and other personal property in, on or upon the Leased Premises). If Tenant's property is assessed with Landlord's property, the assessment shall be equitably divided between Landlord and Tenant. Landlord shall determine the basis of prorating the assessments and that determination shall be binding. No taxes, assessments, fees or charges referred to in this ARTICLE 13 shall be considered Property Taxes under ARTICLE 7. Tenant's obligation to perform the provisions of this ARTICLE 13 shall survive the Expiration Date or the earlier termination of this Lease.

ARTICLE 14 - Liens

Tenant shall not permit a lien or claim to attach to the Leased Premises and shall promptly cause the lien or claim to be released. If Tenant contests the lien or claim, Tenant shall indemnify Landlord and, if requested, deposit with Landlord a cash or surety bond in a form and with a company satisfactory to Landlord in an amount equal to twice the amount of the contested lien or claim. If Tenant shall fail to cause a lien to be discharged or bonded, within 10 days after being notified of the filing of the lien, in addition to any other right or remedy, Landlord may discharge the lien by paying the amount claimed to be due. The amount paid by Landlord, together with interest at the Interest Rate and all costs and expenses, including reasonable attorneys' fees incurred by Landlord, shall be due and payable by Tenant to Landlord as additional rental on the 1st day of the next following month. Tenant shall immediately give Landlord written notice of the recording of a lien against the Leased Premises or the Shopping Center arising out of work done by or at the direction of Tenant.

ARTICLE 15 - Laws and Ordinances

(a) Tenant shall comply with all laws, ordinances, codes, orders and regulations affecting the construction, use, occupancy, alteration, cleanliness, safety and operation of the Leased Premises, which are in force now or later. Tenant shall comply with the regulations, requirements and recommendations of any insurance underwriter, inspection bureau or similar agency. Tenant shall notify Landlord if Tenant has received notice of, or has knowledge of any condition or occurrence that might result in liability to Landlord. Tenant shall give Landlord, upon Landlord's request, information regarding the environmental condition of the Leased Premises so Landlord can determine if Landlord must comply with any rule, regulation, order, act, law or statute pertaining to the environmental condition of the Leased Premises or the Shopping Center, and for Landlord to accurately complete a form or otherwise provide information required under any rule, regulation, order, act, law or statute. Tenant shall permit Landlord to comply with those recommendations and requirements. In addition, Tenant agrees to comply, to the extent that the same may be applicable to the leased premises and as same may be amended from time to time, with the standards and requirements of the Williams-Steiger Act (PL91-596), known as the "Occupational Safety and Health Act of 1970," notwithstanding the fact that Tenant may otherwise be exempted from the provisions of said Act, and the Americans with Disabilities Act of 1990.

(b) Tenant shall not: (i) permit an immoral practice in the Leased Premises; (ii) use or allow the Leased Premises to be used or occupied in a manner that might invalidate or increase the rate of or make inoperative an insurance policy carried on the Leased Premises or on property, buildings or improvements in the Shopping Center; (iii) keep, use or permit in the Leased Premises inflammable fluids or explosives without the prior written permission of Landlord, or engage in hazardous activities; (iv) use the Leased Premises for a purpose which might create a nuisance or injure the reputation of the Leased Premises or the Shopping Center; (v) deface or injure the Leased Premises or any portion of the Shopping Center; (vi) overload the floors; (vii) commit or suffer waste; (viii) install electrical equipment that overloads lines; or (ix) conduct any sampling, testing, or drilling to locate any Hazardous Material without Landlord's prior written approval. Tenant shall, upon demand, reimburse Landlord for extra premiums caused by Tenant's use or occupancy of the Leased Premises, whether or not Landlord has consented to the use and occupancy. A schedule issued by the organization making the insurance rates on the

Leased Premises, showing the components of the rates, shall be conclusive evidence of the items and charges which make up the hazard and other insurance rates on the Leased Premises. Tenant shall, at Tenant's expense, make from time to time whatever changes are necessary to comply with the requirements of the insurance inspectors, underwriters and governmental authorities in connection with electrical and fire prevention systems and equipment.

(c) Tenant shall not have a claim against Landlord, and Landlord shall not be liable for damages, demands, expenses, fees, fines, penalties, suits, proceedings, claims, actions and causes of action arising out of or in any way connected with Tenant's use or occupancy of the Leased Premises, if the use or occupancy is prohibited or substantially impaired by any law, ordinance, regulation or by legal, governmental or other public authority.

(d) Tenant shall not cause or permit any Hazardous Material (defined below) to be brought upon, transported through, stored, kept, used, discharged or disposed in or about the Leased Premises or the Shopping Center (collectively "Property") by Tenant, its agents, employees or contractors. Tenant shall notify Landlord immediately of the presence of or disposal of Hazardous Material on or near the Leased Premises, and of any notice by a party alleging the presence of Hazardous Material on or near the Leased Premises. However, Hazardous Materials brought upon, transported, used, kept or stored in or about the Property which is necessary for Tenant to operate its business for the use permitted under Reference Provision 1.03 of this Lease shall be brought upon, transported, used, kept and stored only in the quantities necessary for the usual and customary operation of Tenant's business and in a manner that complies with: (i) all laws, rules, regulations, ordinances, codes or any other governmental restriction or requirement of all federal, state and local governmental authorities having jurisdiction and regulating the Hazardous Material; (ii) permits (which Tenant shall obtain prior to bringing the Hazardous Material in, on or about the Property) issued for the Hazardous Material; and (iii) all producers' and manufacturers' instructions and recommendations, to the extent they are stricter than laws, rules, regulations, ordinances, codes or permits. If Tenant, its agents, employees or contractors, in any way breaches the obligations in the preceding sentence; or if the presence of Hazardous Material on the Property caused or permitted by Tenant results in the release or threatened release of Hazardous Material on, from or under the Property; or if the presence on, from or under the Property of Hazardous Material otherwise arises out of the operation of Tenant's business then, without limitation of any other rights or remedies available to Landlord under this Lease or at law or in equity, Tenant shall indemnify, defend, protect and hold harmless Landlord (and Landlord's parents, subsidiaries, affiliates, employees, partners, agents, mortgagees or successors to Landlord's interest in the Leased Premises) (collectively "Indemnity") from any and all claims, sums paid in settlement of claims, judgments, damages, clean-up costs, penalties, fines, costs, liabilities, losses or expenses (including, without limitation, attorneys', consultants' and experts' fees and any fees by Landlord to enforce the Indemnity) which arise during or after the Term as a result of Tenant's breach of the obligations or the release or contamination of the Property, including, without limitation: diminution in value of the Property; damages for the loss of, or the restriction on the use of, rentable or usable space or any amenity of the Property; damages arising from any adverse impact on the sale or lease of the Property; and damage and diminution in value to the Property or other properties, whether owned by Landlord or by 3rd parties. This Indemnity includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on, under or originating from the Property. Without limiting the foregoing, if the presence of Hazardous Material on the Property caused or permitted by Tenant results in the contamination, release or threatened release of Hazardous Material on, from or under the Property or other properties, Tenant shall promptly take all actions at its sole cost and expense which are necessary to return the Property and other properties to the condition existing prior to the introduction of the Hazardous Material; provided that Landlord's written approval of the actions shall be obtained first (which approval shall not be unreasonably withheld) and so long as such actions do not have or would not potentially have any material, adverse long-term or short-term effect on Landlord or on the Property or other properties. This Indemnity shall survive the Expiration Date or earlier termination of this Lease and shall survive any transfer of Landlord's interest in the Property. "Hazardous Material" means any hazardous, radioactive or toxic substance, material or waste, including, but not limited to, those substances, materials and wastes (whether or not mixed, commingled or otherwise combined with other substances, materials or wastes) listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or substances, materials and wastes which are or become regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) a petroleum product, crude oil or any fraction thereof, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251, et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. Section 6903) or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq. (42 U.S.C. Section 9601), as all of the foregoing may be amended from time to time.

ARTICLE 16 - Environmental Services

(a) Tenant shall pay for all utilities used in the Leased Premises during the Term. Tenant shall, if required by Landlord or applicable code, provide and pay for its own meters for heat, air conditioning, water, gas, electricity and all other utilities, and shall pay all water and sewage charges (and all other charges for utilities used in the Leased Premises), rentals and taxes imposed by governmental authority or otherwise. Landlord may at its election provide Tenant with or designate a third party provider to provide Tenant with any or all of the utilities used in the Leased Premises. If Landlord or its designee provides Tenant with the utilities used in the Leased Premises, Tenant shall purchase such utilities from Landlord or its designee and may not purchase such utilities from any other source. Landlord agrees, however, that the charge to Tenant for utilities furnished by Landlord shall not exceed that which Tenant would be required to pay for if Tenant purchased such utilities, with a comparable level and quality of

service and equipment, directly from the local public utility company, but not less than Landlord's cost to provide such utilities.

(b) Heating, ventilation and air conditioning for the Leased Premises will be in accordance with the EXHIBIT F.

(c) Tenant shall be responsible for completing the installation of the heating, ventilation and air conditioning system within the Leased Premises, as provided for in EXHIBIT C. Tenant, at Tenant's expense, shall maintain the heating, ventilation and air conditioning equipment which exclusively serve or are within the Leased Premises. Tenant shall use best efforts to conserve energy in the operation of its heating, ventilation and air conditioning. Tenant shall upon request by Landlord supply Landlord with evidence satisfactory to Landlord that Tenant is fulfilling Tenant's obligations under ARTICLE 16 of the Lease to maintain the heating, ventilation and air conditioning equipment within the Leased Premises.

(d) Landlord has, at its cost and expense, preinstalled a potable water distribution system and a sewer system which will provide water and sewer service to the Leased Premises in accordance with EXHIBIT C. Tenant, at Tenant's expense, shall be responsible for completing the installation of the water and sewer systems within the Leased Premises in accordance with EXHIBIT C.

(e) If Tenant shall require natural gas for the normal operation of Tenant's business, such utility service shall be available in accordance with EXHIBIT C. All natural gas service shall be arranged by the Tenant and all such work shall be done in accordance with EXHIBIT C.

(f) In addition to the Minimum Annual Rental, Tenant shall pay, as additional rental, in advance on the first day of the month during the Term (prorated for any fractional month), without deduction set-off of any kind, a charge to Landlord for any services furnished by Landlord to the Leased Premises under this Article 16 (the "Environmental Charge"). In the event of any dispute, Tenant shall pay the bill for all such utility furnished to the Leased Premises in accordance with Landlord's billing, and such payment shall not prejudice Tenant's position. The Environmental Charge shall be adjusted from time to time by Landlord's engineer, shall be initially based on a typical store layout that is comparable to Tenant's utility usage and shall be subject to adjustment by Landlord from time to time. If Tenant fails to make any applicable payment of the Environmental Charge to Landlord within ten (10) days from the date such payment is due, or upon failure of Tenant to pay any other sums of rental or other charges due under the provisions of this lease in full, Landlord may, without limitation, cut off and discontinue any such utilities furnished by Landlord to the Leased Premises, without any liability to Landlord.

(g) If Landlord or Landlord's third party designee is furnishing utilities to Tenant during the Term, Landlord or such designee may **after written notice to Tenant**, cease furnishing any of such utilities without responsibility to Tenant except to connect or cause to be connected to the service facilities another available source of supply. Notwithstanding anything contained in this Lease to the contrary, Landlord or such designee shall not be responsible or liable for damages or injuries sustained by Tenant or those claiming by, through or under Tenant, because of the interruption, discontinuance, quality or quantity of any utility used in or for the Leased Premises, (whether or not supplied by Landlord or such designee, and regardless of the reason or cause of the interruption or discontinuance). Tenant shall not be relieved from the performance of its obligations if an interruption or discontinuance occurs. Landlord may take any energy management measures if deems necessary for energy conservation including, but not limited to, control of all Tenant's energy consumption.

(h) Landlord shall keep in good order and repair and shall maintain the telephone raceway and interface wiring system and shall make any necessary repairs to or replacements of such telephone raceway and/or interface wiring system (except that Landlord's obligation shall not include repair or replacement of service extensions, wiring or other telephone systems exclusively servicing the Leased Premises and that Tenant shall reimburse Landlord for any and all repairs thereto necessitated by any acts, omissions to act or negligence of Tenant or Tenant's agents, employees and contractors).

(i) Tenant agrees that garbage and refuse shall be kept in an adequate container so as not to be visible to the public, within the Leased Premises, for collection at reasonable times specified by Landlord and at Tenant's cost. In lieu and instead of the foregoing provisions of this subsection (i), Landlord, or a contractor selected by the Landlord, at its option, may purchase or lease a garbage compactor for the use of tenants and occupants of the Shopping Center. If Landlord, or a contractor selected by the Landlord, purchases or leases said garbage compactor for the use of tenants in the Shopping Center, then Tenant agrees to use the same for the disposal of its garbage and refuse to the exclusion of all other garbage collection companies. Tenants shall pay monthly, in advance, the charges therefor, based upon Landlord's, or a contractor selected by Landlord, reasonable estimate of the amount of the refuse and garbage generated and the frequency of use by Tenant. Tenant shall cause its garbage and refuse to be taken to such garbage compactor within the Shopping Center; and it is understood and agreed that Tenant's monthly charge as aforementioned will not include pick-up service. The aforementioned monthly charge as estimated by Landlord, or a contractor selected by Landlord, shall be adjusted from time to time based upon the garbage generated by Tenant and/or changes in rates for refuse collection. Tenant shall store soiled or dirty linen in approved fire rating organization metal containers with self-closing fusible link covers. In addition to the foregoing, Landlord may cause the removal of all debris, rubbish, material and equipment during the construction of Tenant's store and/or during the time preceding the initial opening date of the Shopping Center, and charge the cost thereof to Tenant as provided in EXHIBIT C. Tenant shall pay Landlord such charge within 10 days of billing.

(j) During the Term, Landlord shall keep in good order and repair and shall maintain the sprinkler system in the Leased Premises, including checking, testing and servicing thereof, and shall make any necessary repairs to or replacements of such sprinkler system except that Tenant shall pay any and all charges billed by Landlord in

connection with all repairs and replacements thereto necessitated by any acts, omissions to act or negligence of Tenant or Tenant's agents, employees and contractors. All modifications to such sprinkler system that Tenant may desire shall be performed as provided in EXHIBIT C. Should the utility company furnishing water to the Shopping Center levy, assess or impose upon Landlord a sprinkler system backup charge, then Tenant shall pay to Landlord its proportionate share thereof, which shall be in an amount equal to the product obtained by multiplying said charge by a fraction, the numerator of which shall be the gross leasable area of the Leased Premises and the denominator of which shall be the gross leasable area in the Shopping Center served by such sprinkler system determined as of the date such charge is billed to Tenant; and shall be paid by Tenant within 10 days after billing by Landlord.

ARTICLE 17 - Joint Use Areas and Operating Expenses

(a) The "Joint Use Areas" shall consist of all parking areas, parking facilities, approaches, streets, sidewalks, malls, driveways, loading platforms, canopies, elevators, escalators, ramps, storm drainage facilities, exits, entrances, sprinkler mains, landscaped areas, comfort stations, light facilities, computer facilities, cable facilities, telecommunications facilities, washrooms, lounges and shelters, utility lines, roofs, roadways and other facilities available for joint use or benefit designated by Landlord, as they may from time to time exist and be available to the tenants in the Shopping Center, their employees, officers, agents, customers, licensees and invitees.

(b) Landlord shall, subject to events beyond its reasonable control, maintain or cause to be maintained the Joint Use Areas in good order and repair. The Joint Use Areas and other facilities in and about the Shopping Center shall at all times be subject to the control and management of Landlord and other parties that Landlord may designate. Landlord shall have the right at any time to redesignate, modify, alter, close, restrict, expand, reduce and change the Joint Use Areas. Landlord shall also have the right to permit entertainment events, the placement of kiosks, carts, advertising and other displays in the Joint Use Areas, and to convert the Joint Use Areas into retail areas. The activities and uses may be temporary or permanent.

(c) (i) Operating Expenses shall consist of all expenditures relating to operating, managing, equipping, policing, protecting, lighting, repairing, cleaning, replacing and maintaining the Joint Use Areas in the same or improved condition as when originally installed, including any rental and lease payments paid for machinery and equipment used in the maintenance of the Joint Use Areas and the personnel costs to implement those services, compliance with statutes, laws, codes, rules and regulations, even if applicable after the Effective Date; maintaining parking spaces for employees, customers and other parties; music; maintenance of the roof; removal of snow, ice, rubbish, dirt and debris; garbage collection service; planting, replanting and replacing flowers and landscaping; costs and expenses of utilities including, but not limited to, maintaining lighting facilities and storm drainage and detention systems (whether on or off the Shopping Center); sewage treatment plant; domestic water wells, pumps, and similar facilities and equipment; heating and cooling the enclosed portion of the Shopping Center; pest extermination; the alarm service charge if a supervised fire sprinkler alarm system is installed; premiums for liability, property, damage, fire and rental interruption insurance (if carried by Landlord); the cost of the personnel reasonably required to implement all of the foregoing, including the policing of the Joint Use Areas and the directing of traffic and parking of automobiles on the parking area; insurance aggregate allocations and losses borne by Landlord as a result of deductibles or self-insured retention limits carried by Landlord under an insurance policy or self insurance by Landlord; costs of adjusting an insured casualty; wages; unemployment, social security and personal property taxes; all other expenditures made for the use or benefit of the Joint Use Areas; direct or indirect costs of advertising, marketing and promotion of the Shopping Center as set forth in ARTICLE 37, including the cost of marketing and customer service personnel; and maintenance of the sprinkler grid in tenant spaces of the Shopping Center.

(ii) Effective upon the Rental Commencement Date, Tenant shall pay, without deduction or set off of any kind, the Operating Expenses Payment, which for the calendar year stated in Reference Provision 1.22 shall be the amount specified in Reference Provision 1.22. Tenant's Operating Expenses Payment shall increase on the first day of each subsequent calendar year by 5%. As Tenant's obligation to pay the Operating Expenses Payment is predetermined and not subject to adjustment except as expressly provided herein, Tenant shall have no express or implied right to examine, inspect or audit Landlord's records pertaining to the Operating Expenses Payment. Landlord shall have the right hereunder, in its sole and absolute discretion, to allocate all or a portion of any of Tenant's payments under this Lease including, but without limitation, Minimum Annual Rent and Operating Expenses Payment, toward Operating Expenses.

ARTICLE 18 - Damage to Leased Premises

If the Leased Premises are damaged, destroyed or rendered partially untenantable by fire or other insured casualty, Landlord shall promptly repair and restore the Leased Premises in accordance with Landlord's Work. From the date of the fire or casualty until the Leased Premises are repaired and restored, Minimum Annual Rental and additional rental, except for Tenant's share of taxes due under ARTICLE 7 and 17 and any additional rental due under ARTICLE 17, shall abate in the proportion that the part of the Leased Premises destroyed or rendered untenantable bears to the total Leased Premises. Landlord shall not be required to repair or restore the Leased Premises or any part of the Shopping Center as the result of an uninsured casualty. If 50% or more of either the Leased Premises or the Shopping Center is destroyed or rendered untenantable by fire or other casualty during the last 3 years of the Term (based upon the replacement cost compared with the market value of the improvements immediately prior to the fire or other casualty as shown by the certificate of Landlord's architect), either party shall have the right to terminate this Lease. The termination shall be effective on the date of casualty by Landlord or Tenant giving the

other, within 90 days after the casualty, written notice of termination. If the notice is given within the 90 day period, this Lease shall terminate and Minimum Annual Rental and additional rental shall abate from the date of the casualty. Landlord shall promptly repay Tenant any rental paid in advance which had not been earned at the date of the casualty. If the notice is not given and Landlord is required or elects to repair or rebuild the Leased Premises, Tenant shall repair and replace its merchandise, signs, goods, trade fixtures, furnishings, equipment, furniture and other personal property to a condition at least equal to its condition prior to its damage or destruction and, if Tenant has closed, Tenant shall promptly reopen for business. Landlord shall not be required to expend more for repair or restoration of the Leased Premises or the Shopping Center than the amount of insurance proceeds paid Landlord (or, if Landlord is self-insured, the amount of insurance proceeds which would have been paid Landlord if Landlord was not self-insured). Except as expressly provided to the contrary, this Lease shall not terminate nor shall there be an abatement of Minimum Annual Rental or additional rental as the result of a fire or other casualty.

ARTICLE 19 - Insurance

(a) Landlord agrees to carry, or cause to be carried, the following insurance coverages and types:

- (i) Workers' Compensation Insurance in statutory amounts;
- (ii) Employer's Liability Insurance in the amount of \$1,000,000 per person for each accident, or disease;
- (iii) Commercial General Liability Insurance on the Joint Use Areas providing coverage of not less than \$1,000,000 per occurrence, with a \$2,000,000 aggregate.
- (iv) Commercial Property Insurance including special form perils endorsement insuring Landlord's property in the Shopping Center for the full replacement value. This insurance will exclude Tenant's Work and Tenant's merchandise, signs, goods, trade fixtures, furnishings, equipment, furniture and other personal property).
- (v) Landlord will have the right to carry or cause to be carried additional types of insurance in whatever limits Landlord chooses, including coverage under blanket insurance policies which may be allocated by Landlord among the properties owned or managed by Landlord which in Landlord's opinion Landlord deems appropriate.

To the extent such insurance is relative to the Joint Use Areas, Tenant's reimbursement for the cost thereof is included as part of the Joint Use Area Costs pursuant to Article 17(c).

(b) Tenant agrees to carry the following insurance coverages and types:

- (i) Workers' Compensation Insurance in statutory amounts;
- (ii) Employer's Liability Insurance in the amount of \$1,000,000 per person for each accident, or disease;
- (iii) Commercial General Liability Insurance including products and completed operations coverages of not less than \$1,000,000 per occurrence, with a \$2,000,000 per location aggregate (for Shopping Centers in the states of New York, Texas and California these limits shall be \$3,000,000 per occurrence with a \$5,000,000 per location aggregate). The fire legal liability limit shall be not less than \$1,000,000. This policy shall contain Contractual Liability coverage. This policy shall also include an Additional Insured Endorsement containing the names of the Additional Insureds identified below. The policy must have a Waiver of Subrogation endorsement in favor of all Additional Insureds. Any deductible/self-insured retention in excess of \$5,000 per occurrence requires Landlord's written consent.
- (iv) Commercial Property Insurance including special form perils endorsement insuring Tenant's property, including plate glass, in the Shopping Center for the full replacement value, without deduction for depreciation. This policy shall have an Agreed Value Endorsement. This insurance must include all of Tenant's Work, improvements and betterments, Tenant's inventory, merchandise, signs, goods, trade fixtures, furnishings, equipment, furniture, wall coverings, floor coverings, and other personal property). Tenant shall insure for loss from flood, including coverage for water damage from all causes including but not limited to sprinkler damage, sewer discharge or backup, water line breakage, and overflow from other Tenant's spaces or from the Joint Use Areas. Where available, Tenant shall insure for earthquake. Landlord shall be named as a loss payee with respect to the coverage for Tenant's betterments and improvements. The policy must have a Waiver of Subrogation endorsement in favor of all Additional Insureds. The deductible/self-insured retention shall not exceed \$5,000 per occurrence without Landlord's written consent.
- (v) Loss of Business Income Insurance, including Extra Expense and Contingent Business income coverage. The insurance limits for this insurance shall be based upon a minimum of 12 months business income with a 60-day extended period of indemnity endorsement.

(vi) Boiler and Machinery insurance, including mechanical breakdown, covering rooftop HVAC units and any separate heating units or boilers which serve only the Leased Premises. Such coverage shall be for the full replacement value of the units without deduction for depreciation.

(vii) If in Landlord's reasonable judgment there is a need for additional or different types of insurance, Tenant shall obtain upon Landlord's request the insurance at Tenant's sole expense.

(viii) Automobile liability coverage, including owned, non-owned and hired automobiles, with limits of not less than \$1,000,000 combined single limit for bodily injury and property damage.

(c) All policies of insurance (including policies of Tenant's contractors and subcontractors) shall contain a Waiver of Subrogation Endorsement in favor of all Additional Insureds. If Tenant is permitted to self-insure for any of the insurance coverages required to be provided, Tenant hereby waives against Landlord, its parents, partners, joint venturers, subsidiaries and affiliates, against the property manager, and against the Additional Insureds if not listed above, all claims, including any and all rights of subrogation which may exist, for all losses and damages no matter how caused, which were or could have been insured for under any policy of insurance required to be obtained by Tenant. This waiver of liability and waiver of subrogation expressly includes any cause of loss due to the sole or concurrent negligence of any Additional Insured. If Tenant shall, for any reason, fail to obtain from its insurance carrier(s) the required Waiver of Subrogation Endorsement, the Tenant shall fully and completely defend and indemnify the Landlord and all Additional Insureds from any claims and demands, including lawsuits, brought against Landlord and/or the Additional Insureds by any insurance company which insured Tenant for a paid loss and which seeks to recover amounts paid under Tenant's policy.

(d) Tenant shall, upon request of Landlord, provide a Certificate of Insurance to Landlord evidencing all of the required coverages and Endorsements. The Certificate of Insurance must remain current (or be replaced with a current Certificate) at all times during the period of Tenant's tenancy. All policies of insurance must be written by insurance carriers licensed to do business in the state in which the Shopping Center is located and have an A.M. Best's rating of not less than A:VII. All Tenant's liability policies shall be endorsed to be primary and non-contributory to policies of the Landlord and the Additional Insureds, and shall contain either a cross-liability endorsement or separation of insureds provision which permits the limits of liability under Tenant's policies to apply separately to each Additional Insured. Each policy shall contain a provision that the insurance company shall give all Additional Insureds 30 days written notice in advance of any cancellation, lapse, reduction in amount of coverage or any other adverse change to the policy or insurer.

(e) The Additional Insureds who shall be named on Tenant's policies shall include the Landlord, General Growth Properties, Inc., General Growth Services, Inc., GGPLP REIT Services, LLC, and such other entities provided by Shopping Center Management, any owner or occupant in or adjoining the Shopping Center (including anchor tenants), any joint venturer or partner of Landlord, and any mortgagee or beneficiary of any part of the Shopping Center.

ARTICLE 20 - Indemnification

Excluding the willful misconduct of the indemnitee, Tenant shall indemnify, defend and save harmless Landlord, its parents, partners, subsidiaries, affiliates and any anchor, owner or operator which is or may be in the Shopping Center, their agents, officers and employees from and against liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action arising out of or connected with Tenant's use, occupancy, management or control of the Leased Premises or Tenant's operations or activities in the Shopping Center (whether or not occurring or resulting in damage or injury within the Leased Premises or the Joint Use Areas). This obligation to indemnify shall include reasonable legal and investigation costs and all other reasonable costs, expense and liabilities from the 1st notice that any claim or demand is or may be made. Tenant's obligation shall become effective beginning on the date Tenant is delivered the Leased Premises. Tenant's indemnification obligation shall survive the expiration of the Term or the earlier termination of this Lease.

Excluding the negligence or willful misconduct of the indemnitee, Landlord shall indemnify, defend and save harmless Tenant, its agents, officers and employees from and against liabilities claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action arising out of or connected with the Landlord's management or control of the Joint Use Areas or Landlord's operations or activities in the Joint Use Areas, except any matter arising out of or in connection with ARTICLE 15(d). This obligation to indemnify shall include reasonable legal and investigation costs and all other reasonable costs expense and liabilities from the 1st notice that any claim or demand is or may be made. Landlord's indemnification obligation shall survive the expiration of the Term or the earlier termination of this Lease.

ARTICLE 21 - Assignment, Subletting and Ownership

(a) Tenant acknowledges that its agreement to operate in the Leased Premises for the use permitted in the Reference Provisions for the Term was a primary inducement and precondition to Landlord's agreement to lease the Leased Premises to Tenant. Additionally, the parties agree that the successful commercial profitability of the Shopping Center is based on the appropriate mix of retail and nonretail activity and that Landlord has leased the Leased Premises to Tenant because, in Landlord's opinion, Tenant's presence and commercial activity during the Term will significantly contribute to the profitability, viability and success of the Shopping Center. Accordingly, Tenant shall not transfer, assign, sublet, enter into license or concession agreements, change ownership or hypothecate this Lease or Tenant's interest in and to the Leased Premises in whole or in part, or otherwise permit occupancy of all or any part of the Leased Premises by anyone with, through or under it. Any of these acts shall be considered a "transfer" for the purposes of ARTICLE 21. Any attempt at a transfer shall be null and void and confer no rights upon a 3rd person. These prohibitions shall be construed to refer to events occurring by operation of law, legal process, receivership, bankruptcy or otherwise. Notwithstanding any permitted transfer, the Leased Premises shall be used and operated as a single store.

Notwithstanding the foregoing, and without conferring any rights upon Tenant **and except for Permitted Transfers (hereinafter defined)**, Tenant shall submit the request for a transfer, in writing, with sufficient time and information for Landlord to make an informed decision regarding the qualifications of the proposed transferee. In any event, Landlord may upon receipt of a request to transfer, instead of consenting to or denying the proposed transfer, terminate Tenant's obligations under the Lease and regain possession of the Leased Premises. Tenant may, within 15 days of receipt of the notice of termination, withdraw its request for the transfer by written notice to Landlord, and continue in possession under the terms of the Lease. Landlord's right to terminate the Lease because of that request shall in that event be inoperable. If Landlord exercises its termination right, Tenant shall surrender possession of the Leased Premises on the termination date specified in Landlord's notice, which shall not be less than 90 nor more than 180 days of receipt of the notice of termination in accordance with the provisions of this Lease.

Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right, without Landlord's consent, to assign this Lease or sublet the entire Leased Premises to another licensed franchisee of Tenant's franchisor ("Permitted Transfer"), provided the following conditions are met:

- (i) The Leased Premises shall be operated for the Permitted Use;
- (ii) Tenant shall remain bound by this Lease;
- (iii) Tenant shall notify Landlord in writing of the assignment or subletting at least 10 days before the assignment or subletting is to become effective. This notice shall include a fully executed copy of the assignment or sublease;
- (iv) Tenant's franchisee successor shall not be permitted to sublet the Leased Premises nor assign this Lease;
- (v) Tenant shall not be in default of this Lease beyond the applicable cure period, if any;

In no event shall such proposed assignee or sublessee be permitted to transfer, assign, sublet, enter into license or concession agreements, change ownership or hypothecate this Lease or its interest in and to the Leased Premises in whole or in part, or otherwise permit occupancy of all or any part thereof by anyone with, through, or under it, without first procuring the written consent of Landlord.

(b) Landlord's consent to a transfer shall not constitute a waiver of Landlord's right not to consent to a subsequent transfer. The receipt of rental or additional rental from any party other than Tenant shall not be deemed to be a consent to a transfer, nor shall that receipt relieve Tenant of its obligation to pay rental or additional rental for the Term. Tenant shall not have a claim and waives the right to any claim against Landlord for damages because of the refusal, withholding or delaying by Landlord of consent. Tenant's only remedies shall be an action for specific performance or an injunction to enforce a consent requirement.

(c) Each transfer to which Landlord has consented shall be in writing, in a form satisfactory to Landlord and executed by the transferor and transferee. The transferee shall agree, in writing, to assume, be bound by and perform the covenants and conditions of this Lease. Tenant shall deliver to Landlord a statement within 30 days after the end of each calendar year, and within 30 days after the expiration or earlier termination of the Term, specifying each transfer in effect during the period covered by the statement, as well as: (a) the date of the transfer document's execution and delivery; (b) the square footage of the rentable area demised and the term; and (c) a computation in reasonable detail showing the amounts, if any, paid and payable by Tenant to Landlord for the transfer pursuant to this subsection. Tenant shall not be released from liability or relieved of its obligations, unless Landlord expressly agrees otherwise in writing. If the Minimum Annual Rental, Percentage Rental, additional rental or other payment to be paid to Tenant from a transfer exceeds the rental and additional rental Tenant is required to pay Landlord under this Lease, then Tenant shall pay to Landlord the entire amount of the excess, without prior demand, which shall be deemed additional rental.

(d) If Tenant (or a guarantor of the Lease) is a nonpublic corporation and the control of the corporation changes, Tenant shall notify Landlord. If the control changes (whether or not Tenant has notified Landlord), Landlord may declare the change to be a default, effective 60 days from the date of the notice from Tenant, or the date on which Landlord first has knowledge of the change, whichever occurs first. The provisions of the preceding sentence shall not be applicable if control of the corporation changes as the result of a public offering which occurs on a major security exchange. If Tenant (or a guarantor of the Lease) is a partnership or entity other than a corporation (including, but not limited to, a sole proprietorship) and if the control changes (if Tenant is a partnership, a change shall include, but not be limited to, the withdrawal of a partner or partners from the partnership or the dissolution of the partnership), Tenant shall notify Landlord. If the control changes (whether or not Tenant has notified Landlord), Landlord may declare the change a default, effective 60 days from the date of the notice from Tenant, or the date on which Landlord first has knowledge of the change, whichever occurs first. The receipt by Landlord of rental from a party other than Tenant shall not be deemed notice of change in control or ownership of Tenant.

(e) Tenant agrees to pay Landlord ~~\$500.00~~ ~~\$400 plus one month's installment of Minimum Annual Rental~~ to reimburse Landlord for attorneys' fees and administrative expense for the review, processing or preparation of any document in connection with a transfer, whether or not Landlord's consent to the transfer is required or obtained.

(f) If Landlord is not permitted to terminate this Lease because of the provisions of Title 11 of the United States Code relating to Bankruptcy, as amended ("Bankruptcy Code"), Tenant agrees, as a debtor in possession or any trustee for Tenant, within 15 days after Landlord's request to the Bankruptcy Court, to assume or reject this Lease. Tenant, on behalf of itself and any trustee, agrees not to seek or request an extension or adjournment of the application to assume or reject this Lease. In no event after the assumption of this Lease shall an existing default remain uncured for a period more than the earlier of 10 days or the time period specified in this Lease. If a filing of a petition under the Bankruptcy Code occurs, Landlord shall not have an obligation to provide Tenant with services or utilities unless Tenant has paid and is current in all payments of rental and additional rental.

(g) If Tenant receives Landlord's consent to a transfer under ARTICLE 21(a), and if Landlord does not terminate the Lease under ARTICLE 21(d), the Minimum Annual Rental payable to Landlord shall not be less than the highest annual combined Minimum Annual Rental and Percentage Rental payable by Tenant during any previous year.

All of the other obligations, covenants and conditions shall remain unamended.

ARTICLE 22 - Access to Leased Premises

Tenant agrees that Landlord, its agents, employees, servants or any person authorized by Landlord, may enter the Leased Premises to: (a) inspect its condition; (b) make repairs, additions or improvements to any part of the Shopping Center, including the Leased Premises; (c) exhibit the Leased Premises to prospective purchasers of the Shopping Center; (d) place notices during the last 60 days of the Term in the Leased Premises at such places as may be determined by Landlord; (e) perform construction on or near the Leased Premises; and (f) post notices of non-responsibility.

ARTICLE 23 - Default by Tenant

(a) The following shall be a default by Tenant:

(i) The failure to pay when due an installment of rental, or any other payment required to be made in whole or in part, if the failure shall continue for more than 10 days after written notice that same is past due, provided that any such notice given by Landlord shall be in lieu of, and not in addition to, any notice required by state law; and/or

(ii) The abandonment or vacation of the Leased Premises or any part of it; and/or

- (iii) The failure to observe or perform any other provision of this Lease, if the failure continues for 10 days after written notice to Tenant; if the default cannot reasonably be cured within 10 days, Tenant shall not be in default if Tenant begins to cure the default within 10 days and diligently cures the default; and/or
- (iv) The making by Tenant of a general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless a petition filed against Tenant is dismissed within 60 days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease if possession is not restored to Tenant within 30 days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises, or of Tenant's interest in this Lease, if the seizure is not discharged within 30 days; and/or
- (v) The failure more than twice within a 12 month period to make any payment of rental, provided Landlord has given Tenant the required written notices in each case. The 3rd failure shall be a non-curable default.
- (b) In addition to any other remedies available to Landlord at law or in equity for default, Landlord shall have the immediate option to terminate this Lease and the rights of Tenant by written notice to Tenant. If Landlord elects to terminate, Landlord shall have the right to recover from Tenant as damages:
- (i) The worth at the time of the award of any unpaid rental which has been earned at the time of termination; and
 - (ii) The worth at the time of the award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the amount of rental loss Tenant proves could have been reasonably avoided; and
 - (iii) The worth at the time of award of the amount by which the unpaid rental for the balance of the Term after the time of award exceeds the amount of rental loss Tenant proves could be reasonably avoided; and
 - (iv) Any other amount necessary to compensate Landlord for the detriment proximately caused by Tenant's failure to perform its obligations (including the costs and expenses of recovering the Leased Premises and reasonable attorneys' fees) or which would be likely to result from Tenant's failure; and
 - (v) At Landlord's election, other amounts permitted by applicable law.
- (c) The word "rental" shall mean the Minimum Annual Rental and all other sums required to be paid by Tenant under this Lease. The word "award" means a judgment issued or rendered in favor of Landlord in a proceeding or action to recover damages from Tenant. The phrase "at the time of the award" means the date of entry of such a judgment. All sums, other than Minimum Annual Rental, shall be computed based on the average monthly amount accruing during the 24 month period preceding the default. However, if it becomes necessary to compute the rental before the 24 month period has occurred, the rental shall be computed on the basis of the average monthly amount accruing during that shorter period. As used in paragraphs (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest at the Interest Rate. As used in paragraph (iii) above, the "worth at the time of the award" is computed by discounting that amount at the discount rate of the Federal Reserve Bank of Chicago, at the time of award, plus 1%. In order to determine the amounts payable under ARTICLE 23, Percentage Rental shall be included as additional rental and determined based on the average annual Net Sales for the 36 months (or, if Tenant has been operating in the Leased Premises less than 36 months, on the average Net Sales for the 12 month period) preceding the termination of Tenant's right to possession of the Leased Premises.
- (d) Landlord shall also have the right if Tenant defaults under this Lease to terminate Tenant's right to possession of the Leased Premises (without terminating this Lease) and reenter the Leased Premises and remove all persons and property from the Leased Premises. The property may be stored at Tenant's cost. Landlord shall not be liable to Tenant for loss or damage resulting from an entry by Landlord. Tenant shall pay as additional rental, upon demand, expenses incurred or paid by Landlord because of Landlord's entry. If 2 or more or any combination of individuals, corporations, partnerships or other business associations ("Individuals") sign this Lease as Tenant or guarantee this Lease as Guarantors, the liability of each individual group to pay rental and perform the obligations under this Lease shall be joint and several. The failure or refusal by Landlord to proceed against all the (or any combination of the) Individuals comprising Tenant or against Tenant or against 1 or more of the Guarantors shall not be a release or waiver of rights which Landlord may possess against the others, nor shall the granting by Landlord of a release of or execution of a covenant not to sue any 1 or more of the (or any combination of the) Individuals comprising the Tenant or the Guarantors be a release or waiver in whole or in part of rights which Landlord may possess against the others. If either party institutes legal suit or action for enforcement of an obligation, Landlord may determine the venue. Landlord shall not be in default unless and until Landlord shall have failed to perform its obligations under this Lease for 30 days (or within such additional time as is reasonably required) after written notice to Landlord properly specifying Landlord's failure to perform the obligations. Landlord shall not be in default until and unless a court of competent jurisdiction has determined that Landlord is in default. To the extent permitted by applicable law, Tenant waives notice of reentry (or institution of legal proceedings), including the right to receive notice pursuant to any statute or judicial decision of law. Notwithstanding anything to the contrary contained in ARTICLE 23, any written notice, other than as specifically set forth in this ARTICLE 23, required by a statute or law enacted now or later is waived by Tenant, to the extent permitted under that statute or law.

(e) If all or any part of the Leased Premises are vacated or abandoned by Tenant, or if Landlord elects to reenter or take possession of the Leased Premises pursuant to legal proceedings or notice, and if Landlord does not elect to terminate this Lease, then Landlord may from time to time, without terminating this Lease, either recover rental as it becomes due or relet the Leased Premises or any part of it for any length of time, rental and conditions that Landlord in its sole discretion deems advisable. Landlord shall have the right to make alterations and repairs to the Leased Premises. If Tenant has left all or any of its trade fixtures, furniture, furnishings, signs, stock or other personal property in the Leased Premises, that shall not preclude a determination that a vacation or abandonment has occurred.

(f) If Landlord elects to relet, rental received by Landlord from reletting shall be applied: 1st, to the payment of indebtedness other than rental due Landlord from Tenant; 2nd, to the payment of the cost of reletting; 3rd, to the payment of the cost of alterations and repairs to the Leased Premises; 4th, to the payment of rental due and unpaid; and the remainder, if any, shall be applied to the payment of future rental that may become due. If the rental received from reletting during any month which is applied to the payment of rental is less than the rental payment during that month by Tenant, Tenant shall pay the deficiency to Landlord. The deficiency shall be calculated and paid monthly. Tenant shall also pay Landlord, as soon as ascertained, the costs and expenses incurred by Landlord to relet or make alterations and repairs not covered by the rental received from the reletting of the Leased Premises.

(g) A reentry or taking possession of the Leased Premises by Landlord shall not be construed to be an election to terminate this Lease, nor shall it cause a forfeiture of rental remaining to be paid during the balance of the Term, unless a written notice of that intention is given to Tenant or the termination is decreed by a court of competent jurisdiction. Notwithstanding a reletting without termination by Landlord because of default by Tenant, Landlord may at any time after reletting elect to terminate this Lease for any default.

(h) Tenant expressly waives any right or defense it may have to claim a merger, and neither the commencement of an action or proceeding nor the settlement of, or entering of judgment for any action or proceeding shall bar Landlord from bringing subsequent actions or proceedings, based upon other or subsequently accruing claims, or based upon claims or events which have previously accrued and not been resolved in any prior action, proceeding or settlement. The parties waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other, regardless of whether such action, proceeding or counterclaim is related to a default under this Lease.

ARTICLE 24 - Surrender of Leased Premises

Tenant shall, upon expiration of the Term, or the earlier termination of this Lease, surrender to Landlord, without damage, injury, disturbance or payment, the Leased Premises including, without limitation, all apparatus, equipment, alterations, improvements and additions by either party to, in, upon or about the Leased Premises. If Tenant shall be in default, Tenant shall not have the right to remove trade fixtures, signs and other personal property. They shall remain or become, as the case may be, the property of Landlord. Tenant, at its sole expense, shall immediately repair damage to the Leased Premises caused by Tenant vacating the Leased Premises or by Tenant's removal of trade fixtures, signs and other personal property. Tenant shall comply with all laws and governmental regulations applicable to the removal and repair of the property. Tenant shall not create a disturbance or health problem for customers, agents, invitees or other parties in the Shopping Center as result of the removal or repair. Any property not removed may be deemed by Landlord to be abandoned by Tenant and may be retained by Landlord or may be removed and stored for Tenant, at Tenant's sole cost. Tenant shall surrender the Leased Premises to Landlord free of Hazardous Material and free of any violation of any environmental rule or regulation. Upon surrender of the Leased Premises, Tenant shall provide Landlord with a report by experts acceptable to Landlord showing the Leased Premises free of Hazardous Material. Tenant's obligation to observe and perform the provisions of this ARTICLE 24 shall survive the expiration of the Term or earlier termination of this Lease.

ARTICLE 25 - Tenant's Conduct of Business

(a) Tenant covenants to continuously and uninterruptedly operate within the entire Leased Premises the business it is permitted to operate under Reference Provision 1.03, except any portion of the Leased Premises while that portion is untenable because of fire or other casualty. Tenant agrees to conduct its business at all times in a first-class manner consistent with reputable business standards and practices, and to maintain within the Leased Premises a stock of merchandise and trade fixtures adequate to service and supply the usual demands of its customers. Tenant shall keep the Leased Premises in a neat, safe, clean and orderly condition. Tenant also agrees to conduct Tenant's business under the Trade Name set forth in the Reference Provisions, which Tenant represents that it has a right to use. Tenant further agrees to keep open the Leased Premises and operate its business at the hours and on the days and evenings of the week determined from time to time by Landlord in Landlord's sole and absolute discretion. A vacation or abandonment of other premises by any other tenant, occupant or anchor in the Shopping Center shall not release Tenant from its obligations under this Lease, notwithstanding anything to the contrary contained in this Lease.

If Tenant shall request Landlord's approval to open the Leased Premises for business for periods other than as set forth above and Landlord shall approve such request (which approval shall be in Landlord's sole and absolute discretion), Tenant shall pay for any additional costs incurred by Landlord in connection with such extended hours, including but not limited to the cost of security, heating, ventilating and air-conditioning the Leased Premises and the Joint Use Areas required in order to access the Leased Premises, and any extra maintenance and/or repair to the Joint Use Areas required as a result of such extended operating period. Additionally, Tenant shall be responsible for

any such extraordinary additional maintenance, security or other costs which are incurred by Landlord as a result of Tenant's use of the Leased Premises during normal operating hours.

(b) The parties agree that because of the difficulty or impossibility of determining Landlord's damages, if Tenant fails to keep open the Leased Premises and operate its business during the hours and on the days and evenings of the week determined by Landlord, in addition to and not in lieu of Landlord's other rights and remedies, Tenant shall pay Landlord liquidated damages of \$150 per hour or fraction of the hour, as the case may be, that Tenant fails to keep open and operate the Leased Premises and operate its business. Landlord and Tenant agree that this amount represents a reasonable estimate of the damages that Landlord would suffer.

ARTICLE 26 - Rules and Regulations

Tenant shall require its employees, agents and contractors to comply with the rules and regulations made by Landlord from time to time regarding the operation of the Shopping Center or the Leased Premises including, but not limited to, the following:

(a) Tenant shall not put on the glass and supports of the windows (nor within 24 inches of any window), doors or exterior walls of the Leased Premises any signs, advertising placards, names, insignias, trademarks or descriptive material. No signs or other items shall be placed within the Leased Premises if they materially obstruct a view of the Leased Premises. Tenant shall not place vents, structures, improvements or obstructions on the exterior of the Leased Premises without Landlord's written consent. Landlord shall have the right, without giving notice to Tenant and without liability, to restore the Leased Premises and remove property from the Leased Premises unless the size, type, color, location, copy, nature and display qualities of the property were approved by Landlord in writing. The cost of the restoration and removal of property shall be paid for by Tenant promptly upon receipt of a bill. Tenant shall not place a sign on the roof of the Leased Premises notwithstanding anything in this Lease to the contrary.

(b) No awning or other projections shall be attached to the outside walls of the Leased Premises or the Shopping Center without the written consent of Landlord.

(c) Loading and unloading of goods shall be done only at the times, in the areas and through the entrances designated by Landlord.

(d) Garbage shall be kept in the kind of container approved by Landlord's fire and casualty consultants and shall be removed and deposited daily in mass disposal containers in the manner prescribed from time to time by Landlord. Landlord shall provide or designate a service for collection of garbage from designated mass disposal containers.

(e) Except solely for Tenant's own internal operations use within the Leased Premises, no radio or television aerials or other receivers and/or equipment, infrared transmitters/receivers, cabling, telecommunications systems (including but not limited to switching, relay, hub or booster systems) shall be erected or placed within the Leased Premises or on the roof or walls (interior or exterior) of the Leased Premises or the Shopping Center without the written consent of Landlord, which may be withheld in Landlord's sole discretion. If Landlord's consent is not received, anything erected or placed on the roof or elsewhere within the Shopping Center may be removed, without notice, and any damage to the walls or roof or elsewhere within the Shopping Center shall be the responsibility of Tenant. Tenant's access to the roof is limited to the maintenance of equipment installed with Landlord's approval and inspections for damage. Tenant shall not go on the roof without the written approval of Landlord.

(f) No loudspeakers, televisions, phonographs, radios, flashing lights, machinery or other devices shall be heard or seen outside of the Leased Premises without the prior written consent of Landlord.

(g) No auction, fire, bankruptcy or selling-out sales shall be conducted without the written consent of Landlord.

(h) Tenant shall keep its display windows and signs illuminated every day of the Term during the hours designated by Landlord.

(i) Areas immediately adjoining the Leased Premises shall be kept clear by Tenant, and Tenant shall not place nor permit obstructions, garbage, refuse, improvements, merchandise or displays in those areas.

(j) Tenant and its employees shall not park motor vehicles in parts of the parking area which may be designated for customer parking. Tenant shall furnish Landlord the state automobile license numbers assigned to the vehicles of Tenant's employees within 5 days after request by Landlord. Tenant shall notify Landlord of changes to the numbers within 5 days after the changes occur. If Tenant or Tenant's employees continue to park in the customer parking areas, after notice is given to Tenant by Landlord, Landlord may, in addition to any other remedies Landlord may have, charge Tenant \$25 per day, for each day or partial day, per vehicle parked in the customer parking areas, attach violation stickers or notices to the vehicles and have the vehicles removed at Tenant's expense.

(k) Tenant shall use the pest extermination contractor that Landlord may choose, and when Landlord requires Tenant to do so. Tenant shall not keep or permit any animals in the Leased Premises, unless expressly allowed by in this Lease, or unless used by disabled persons.

(l) If Landlord installs a central music system in the Shopping Center, and Tenant desires to purchase another music system, Tenant may, at Landlord's option, purchase the system from Landlord (provided Landlord's charge is competitive with any similar service available to Tenant).

(m) Tenant shall not carry on any trade or occupation or operate any instrument, apparatus or equipment which emits an odor or causes a noise outside the Leased Premises or which is offensive.

(n) Tenant shall not put temporary signs or fixtures (including portable trade fixtures, displays and folding tables) for the display of merchandise within 3 feet of either side of any entrance to the Leased Premises. Merchandise displays shall not extend beyond the frontage line of the Leased Premises.

(o) Tenant shall store and stock in the Leased Premises only goods, wares, merchandise and other property necessary for the conduct of Tenant's business.

(p) Tenant shall not use or permit the Leased Premises to be used for living, sleeping, residential or lodging purposes.

(q) Tenant shall not use the plumbing for a purpose other than that for which it is constructed. No grease or foreign substance shall be put in the plumbing, and the expense of any resulting breakage, stoppage or damage (whether on or off the Leased Premises) shall be borne by Tenant.

(r) Tenant shall not in the Joint Use Areas:

(i) vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter;

(ii) exhibit any sign, placard, banner, notice or other written material;

(iii) distribute any circular, booklet, handbill, placard or other material;

(iv) solicit membership in any organization, group or association or contribution;

(v) parade, patrol, picket, demonstrate or engage in conduct that might interfere with or impede the use of the Joint Use Areas by any customer, invitee or employee, create a disturbance, attract attention or harass, annoy, disparage or be detrimental to the interest of any of the other tenants;

(vi) use the Joint Use Areas for any purpose when none of the retail establishments within the Shopping Center are open for business;

(vii) panhandle, beg or solicit funds; nor

(viii) solicit business.

(s) Tenant shall have the responsibility for protecting the Leased Premises from theft, robbery and pilferage, and shall keep non-customer doors locked.

(t) No symbol, design, name, mark or insignia adopted for or used by Landlord in the Shopping Center shall be used by Tenant without the prior written consent of Landlord.

(u) In the event Tenant requires the use of telecommunication, high-speed network or data transmission services from the Leased Premises, Landlord may require Tenant to contract for such services through Landlord or one of Landlord's designated service providers, provided that the cost thereof is comparable to that available to Tenant from another provider, given a comparable level and quality of service and equipment. Landlord's liability relative to such services shall be the same as that for provision of utilities as set forth in Article 16(g).

Landlord shall have all remedies provided in this Lease for the breach of any of the provisions of ARTICLE 26. Tenant agrees to pay Landlord, upon demand, in addition to and not in lieu of Landlord's other remedies, \$70 per violation of any of the rules and regulations. Landlord shall have the right to grant variances of the rules and regulations, and shall enforce the rules and regulations at its sole discretion.

ARTICLE 27 - Eminent Domain

(a) If the entire Leased Premises is appropriated or taken under eminent domain by any public or quasi-public authority, this Lease shall terminate on the date of the taking. Landlord and Tenant shall be released from liability accruing after that date. If more than 25% of the square footage of floor area (including a mezzanine, if any) of the Leased Premises is taken under eminent domain by any public or quasi-public authority, or if because of the appropriation or taking, regardless of the amount taken, the remainder of the Leased Premises is not usable for the purposes specified in Reference Provision 1.03, either Landlord or Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate a portion of the Leased Premises which has been taken, by giving notice to the other in writing within 60 days after the date of the taking. Landlord and Tenant shall be released from liability accruing after that date.

(b) Whether or not this Lease is terminated, Landlord shall be entitled to the entire award or compensation and any portion of any compensation awarded for the diminution in value of the leasehold interest or fee of the Leased Premises, but Tenant's right to receive compensation or damages for Tenant's fixtures and tangible personal property shall not be affected. If this Lease is terminated, rental, additional rental and other charges for the last month of Tenant's occupancy shall be prorated, and Landlord shall refund to Tenant rental, additional rental or other charges paid in advance.

(c) If Landlord and Tenant elect not to terminate this Lease, Tenant shall remain in the portion of the Leased Premises which has not been appropriated or taken. Landlord agrees, at Landlord's cost and expense, to restore the remaining portion of the Leased Premises to the quality and character that existed prior to the appropriation or taking as soon as reasonably possible. The Minimum Annual Rental shall be adjusted, on an equitable basis, taking into account the relative value of the portion taken compared to the portion remaining. A voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation, shall be an appropriation or taking under eminent domain. Tenant shall not have a claim against Landlord because of a taking.

ARTICLE 28 - Attorneys' Fees

If, during the Term or afterwards, either party institutes an action, proceeding or counterclaim against the other relating to this Lease, or a default, the unsuccessful party shall reimburse the successful party for the total amount of court costs, expenses and reasonable attorneys' fees actually incurred up to \$10,000, the parties waiving any statute, rule of law or public policy to the contrary. The parties agree to confirm this agreement in writing at the start of the action, proceeding or counterclaim. The giving of a notice of default by Landlord shall constitute part of an action or proceeding under this Lease, entitling Landlord to reimbursement of its reasonable expenses of attorneys' fees and disbursements, even if an action or proceeding is not commenced in a court of law and whether or not the default is cured. This ARTICLE 28 shall survive the expiration or termination of this Lease.

ARTICLE 29 - Sale of Premises by Landlord

In the event of the sale or exchange of the Leased Premises or the Shopping Center and the assignment of this Lease, Landlord shall be relieved of all liability for the covenants and obligations in or derived from this Lease, or arising out of any act, occurrence or omission relating to the Leased Premises or this Lease. The covenants, representations and obligations of Landlord shall be binding on Landlord only during the period that Landlord has an ownership interest in the Shopping Center.

ARTICLE 30 - Notices

Notices and demands shall be given in writing by personal delivery or sent by certified mail or by nationally recognized overnight courier service, addressed to Landlord and to Tenant at the addresses specified in the Reference Provisions or at the addresses which were last specified by notice by Landlord or Tenant. Notices or demands shall be deemed to have been given, made or communicated on the date they were deposited in the United States mail as certified matter, with postage fully prepaid.

ARTICLE 31 - Remedies

All rights and remedies of Landlord and Tenant under this Lease or at law are cumulative, and the exercise of one or more rights or remedies shall not exclude or waive the right to the exercise of any others. All rights and remedies may be exercised and enforced concurrently, whenever and as often as desirable.

ARTICLE 32 - Successors and Assigns

All covenants, promises, conditions, representations and agreements shall be binding upon, apply and inure to Landlord and Tenant and their heirs, executors, administrators, successors and assigns. The provisions of ARTICLE 21 hereof shall not be affected by this ARTICLE 32.

ARTICLE 33 - Representations

Tenant agrees that Landlord, its employees and agents have made no representations, inducements or promises about the Leased Premises, the Shopping Center or this Lease, or about the characteristics or conditions regarding or pertaining to the Leased Premises or the Shopping Center, unless the representations, inducements and promises are in this Lease. Tenant has independently investigated the potential for the success of its operations in the Shopping Center. Therefore, no claim or liability, or cause for termination, shall be asserted by Tenant against Landlord, its employees and agents, for, and they shall not be liable because of, the breach of any representations, inducements or promises not expressly in this Lease.

Any claim, demand, right or defense by Tenant which is based upon or arises in connection with this Lease or the negotiation of this Lease prior to its execution shall be barred unless Tenant commences an action or interposes a legal proceeding or defense within 1 year after the date of the inaction, omission or occurrence of the event, or the action to which the claim, demand, right or defense relates.

ARTICLE 34 - Waiver

The failure by Landlord or Tenant to insist upon strict performance by the other of any of the covenants, conditions, provisions, rules and regulations and agreements in this Lease, or to exercise a right, shall not be a waiver of any rights or remedies and shall not be a waiver of a subsequent breach or default. A surrender of the Leased Premises shall not occur by Landlord's acceptance of rental or by other means unless Landlord accepts the surrender in writing. A payment by Tenant or receipt by Landlord of an amount less than the monthly rental shall not, nor shall the endorsement, statement, check, letter accompanying a check or payment of rental, be an accord and satisfaction. Landlord may accept a check or payment without prejudice to its right to recover the balance of rental due and pursue any other remedy. A waiver by Landlord for one tenant shall not constitute a waiver for another tenant.

ARTICLE 35 - Holding Over

If Tenant remains in possession of the Leased Premises after the expiration of the Term without a new lease (even if Tenant has paid and Landlord has accepted rental), Tenant shall be deemed to be occupying the Leased Premises as a tenant from month to month, subject to the covenants, conditions and agreements of this Lease. The monthly rental shall be computed based on 1/9th 146th of the rental payable to Landlord during the last 12 month period of the Term. If Tenant fails to surrender the Leased Premises on the termination of this Lease, Tenant shall, in addition to other liabilities to Landlord, indemnify, defend and hold Landlord harmless from loss and liability resulting from that failure including, but not limited to, claims made by a succeeding tenant. The exercise of Landlord's rights shall not be interpreted to allow Tenant to continue in possession, nor shall it be deemed an election to extend the Term beyond a month-to-month basis. If Landlord, in its sole discretion, determines to permit Tenant to remain in the Leased Premises on a month-to-month basis, the month-to-month tenancy shall be terminable on 30 days prior written notice given by either party to the other party.

If Tenant remains in possession of the Leased Premises after the expiration of the Term and Tenant and Landlord are involved in good faith negotiations for a new lease as demonstrated by a renewal lease being executed within 30 days of the expiration of the Term, the rental provisions of this ARTICLE 35 shall not apply. The monthly rental in this instance shall be computed on the basis of 1/12 of the total rental payable by Tenant to Landlord during the last 12 month period of the Term.

ARTICLE 36 - Interpretation

Only the relationship of Landlord and Tenant is created by this Lease. No provision of this Lease or act of either party shall be construed to create the relationship of principal and agent, partnership, or joint venture or enterprise.

ARTICLE 37 - Advertising and Promotional Service

As part of Operating Expenses, Landlord may furnish and maintain professional advertising, marketing and sales promotions which are intended to promote the Shopping Center and/or benefit sales therein. Such advertising and promotion services may be provided in whole or in part by a 3rd party provider or by Landlord or by an affiliate, subsidiary or other related company of Landlord. The nature and extent of such advertising and sales promotion services shall be within Landlord's sole and absolute discretion, and the portion of Minimum Annual Rental and/or Operating Expenses Payment used by Landlord for such advertising and sales promotion services as set forth in ARTICLE 17 shall constitute the entire obligation of Tenant to contribute to the cost of such services. Tenant shall pay Landlord the initial assessment specified in the Reference Provisions, for advertising and promotional activities, in a lump sum within 10 days after demand.

ARTICLE 38 - Quiet Enjoyment

Landlord has the right, power and authority to enter into this Lease. Tenant, or any permitted assignee or sublessee of Tenant, upon the payment of the rental and performance of Tenant's other covenants, shall and may peaceably

and quietly have, hold and enjoy the Leased Premises during the Term. This covenant shall be construed as a covenant running with the land. It shall not be construed as a personal covenant of Landlord.

ARTICLE 39 - Waiver of Redemption

Tenant waives any right of redemption if Tenant is evicted or dispossessed for any cause, or if Landlord obtains possession of the Leased Premises because of the default of Tenant or otherwise. The rights given to Landlord are in addition to rights that may be given to Landlord by statute or otherwise.

ARTICLE 40 - Fees

Tenant warrants and represents that it has not had negotiations with or dealt with a realtor, broker or agent in connection with this Lease. Tenant agrees to pay and hold Landlord harmless from the cost, expense or liability (including the costs of suit and reasonable attorneys' fees) for compensation, commissions or charges claimed by a realtor, broker or agent regarding this Lease.

ARTICLE 41 - Tenant's Property

Except for the willful misconduct of Landlord, its agents or employees, Landlord, its agents and employees shall not be liable, and Tenant waives all claims, for damage to persons, property and Tenant's business sustained by Tenant (or anyone claiming through Tenant) located on the Leased Premises. Property kept or stored on the Leased Premises shall be kept or stored at the sole risk of Tenant, and Tenant shall indemnify, defend and hold Landlord harmless from any claims arising out of damage to the same or damage to Tenant's business, including subrogation claims by Tenant's insurance carrier.

ARTICLE 42 - Lease Status

Within 10 days of Landlord's written request, Tenant shall without charge execute, acknowledge and deliver to Landlord an instrument required under this Lease or an instrument prepared by Landlord containing the Rental Commencement Date, **the Opening Date** and Expiration Date of this Lease, and if true, that (a) this Lease is a true copy of the Lease between the parties, (b) there are no amendments (or stating the amendments), (c) the Lease is in full force and effect and that, to the best of Tenant's knowledge, there are no offsets, defenses or counterclaims of rental or in the performance of the other covenants and conditions to be performed by Tenant, (d) no default has been declared by either party and that Tenant has no knowledge of any facts or circumstances which it believes would constitute a default by either party and (e) any other matters reasonably requested by Landlord. Tenant shall remain liable to Landlord for damages sustained by Landlord because of the failure by Tenant to execute, acknowledge and deliver the instrument. The failure of Tenant to execute, acknowledge and deliver the instrument shall be an acknowledgment by Tenant that the statements contained in the instrument are correct. Anyone transacting with Landlord shall have the right to rely on the accuracy of the statements contained in the instrument, whether it is signed by Tenant or deemed acknowledged by Tenant pursuant to this ARTICLE 42.

ARTICLE 43 - Recording

Tenant shall not record this Lease, a memorandum, "short form" or other reference to this Lease, without the written consent of Landlord.

ARTICLE 44 - Force Majeure

If either party is delayed, hindered or prevented from the performance of an obligation because of strikes, lockouts, labor troubles, the inability to procure materials, power failure, restrictive governmental laws or regulations, riots, insurrection, war or another reason not the fault of the party delayed, but not including financial inability, the performance shall be excused for the period of delay. The period for the performance shall also be extended for a period equal to the period of delay. Tenant shall not be excused from the prompt payment of rental, additional rental or other payments. It shall be a condition of Tenant's right to claim an extension that Tenant notify Landlord, in writing, within 10 days after the occurrence of the cause, specifying the nature of the cause and the period of time necessary for performance.

ARTICLE 45 - Construction of Lease

Tenant has read and understands this Lease. The rule of construction that a document should be construed most strictly against the party which prepared the document shall not be applied, because both parties have participated in the preparation of this Lease.

ARTICLE 46 - Security Deposit

(a) ~~Tenant has deposited with Landlord the sum specified in the Reference Provisions, which shall be held by Landlord, without liability for interest, as security for the performance by Tenant of Tenant's obligations. The deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without Landlord's written consent, and any such act by Tenant shall be without force and effect and not binding on Landlord. If Tenant performs the covenants and agreements in this Lease, the deposit, or the portion of the deposit not previously applied, shall be returned to Tenant after the expiration of the Term, if Tenant has surrendered possession at the expiration of the Term, and has left the Leased Premises in the condition required under this Lease.~~

(b) ~~Landlord may commingle the deposit with its other funds. If the rental or any other sum is overdue, if Landlord makes payments for Tenant, or if Tenant fails to perform any of its obligations, Landlord may (without affecting any remedy Landlord may have), apply this deposit, or so much of it to be necessary, to compensate Landlord for rental, additional rental and any loss or damage sustained by Landlord. Tenant shall, upon demand, restore the deposit to the original amount. If a bankruptcy or other creditor-debtor proceedings against Tenant occurs, the deposit and all other securities shall be applied first to the payment of rental and other charges due Landlord for periods prior to the filing of the proceedings. Landlord may deliver the deposit to the transferee of Landlord's interest in the Leased Premises. If that interest is transferred, upon notice to Tenant, Landlord shall be discharged from further liability, and this provision shall also apply to subsequent transferees. Tenant hereby grants Landlord a security interest in the deposit, and to execute the necessary Uniform Commercial Code filing to perfect the security interest granted Landlord; this provision shall survive the expiration or termination of the Lease.~~

(c) ~~Neither Landlord's right to possession of the Leased Premises for non-payment of rental or for any other reason, nor any other right of Landlord, shall be affected because Landlord holds the deposit.~~

ARTICLE 47 - Captions

Captions are for convenience and reference only. The words contained in the captions shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Lease. The use of masculine or neuter genders shall include the masculine, feminine and neuter genders. The singular form shall include the plural if the context requires. "Landlord" and "Tenant" means "Landlord" and "Tenant" and "their agents and employees", unless the context requires otherwise.

ARTICLE 48 - Severability

If any provision of this Lease or any paragraph, sentence, clause, phrase or word is judicially or administratively held invalid or unenforceable, that shall not affect, modify or impair any other paragraph, sentence, clause, phrase or word. The parties acknowledge that certain charges, fees and other payments are deemed "additional rental" in order to enforce Landlord's remedies, and shall not be construed to be "rent" if rent controls are imposed.

ARTICLE 49 - Objection to Statements

Tenant's failure to object to a statement, invoice or billing within one year after receipt shall constitute Tenant's acquiescence. Tenant shall be required to provide Landlord with a specific and detailed list of Tenant's objections at the time Tenant makes its objection to Landlord. The statement, invoice or billing shall be an account stated between Landlord and Tenant.

ARTICLE 50 - Liability of Landlord

Landlord's liability under this Lease or arising out of the relationship of the parties shall be limited to Landlord's interest in the Shopping Center. Judgments rendered against Landlord shall be satisfied solely out of the proceeds of the sale of Landlord's interest in the Shopping Center which have been received by Landlord. No personal judgment shall apply against Landlord upon extinguishment of its rights in the Shopping Center. A personal judgment shall not create a right of execution or levy against Landlord's assets. The provisions of this ARTICLE 50 shall inure to Landlord's successors and assigns. These provisions are not designed to relieve Landlord from the performance of its obligations under this Lease, but to limit the personal liability of Landlord in case of a judgment against Landlord. Tenant's right to obtain injunctive relief or specific performance or to have any other right or remedy which may be awarded Tenant by law or under this Lease shall not be limited however. No personal liability is assumed by nor shall at any time be enforceable against Landlord.

ARTICLE 51 - No Option

The submission of this Lease is not a reservation of or option for the Leased Premises or any other space in the Shopping Center, and vests no right in Tenant. This Lease shall become effective only upon proper execution and delivery by the parties.

ARTICLE 52 - Execution of Documents

Tenant shall pay Landlord ~~\$1,000 \$400 plus one month's installment of Minimum Annual Rental~~ (plus charges, if any, from Landlord's mortgage) to reimburse Landlord for the administrative and legal expense for the review, preparation and processing of any document sent to Landlord at Tenant's request, whether or not the document is executed by Landlord.

ARTICLE 53 - Corporate Tenant

If Tenant is or will be a corporation or partnership or limited liability company of any kind, the persons executing this Lease on behalf of Tenant covenant and represent that Tenant is a duly incorporated or duly qualified (if foreign) corporation or partnership, as the case may be (including without limitation a limited liability corporation and a limited liability partnership) and is authorized to do business in the State where the Shopping Center is located (evidence shall be supplied Landlord upon request). Tenant also covenants and represents that the person or persons, partner or member executing this Lease on behalf of Tenant is (if a corporation) an officer of Tenant, and is (if a corporation or partnership of any kind) authorized to sign and execute this Lease.

ARTICLE 54 - Printed Provisions

The printed provisions of this Lease and written or typed additions shall be given equal weight for the interpretation of this Lease. The deletion of any portion of this Lease shall not create an implication regarding the intent of the parties, and this Lease shall be read and interpreted as if the deleted portion had never been in this Lease.

ARTICLE 55 - Entire Agreement

This Lease is the only agreement between the parties for the Leased Premises. An amendment, modification or supplement to this Lease shall not be effective unless it is in writing and executed by the parties.

ARTICLE 56 - No Third-Party Rights

This Lease shall not confer rights or benefits, including third-party beneficiary rights or benefits to anyone that is not a named party to this Lease, including any individual, corporation, partnership, trust, unincorporated organization, governmental organization or agency or political subdivision.

ARTICLE 57 - Financial Statements

(a) Tenant acknowledges that it has provided Landlord with its financial statement or annual report ("Statement") and represents that the Statement is a primary inducement to Landlord's agreement to lease the Leased Premises to Tenant. Landlord has relied on the accuracy of the Statement in order to enter into this Lease. Tenant represents that the information contained in the Statement is true, complete and correct in all material aspects. This representation is a precondition to the Lease.

(b) At the request of Landlord, unless Tenant is a publicly traded company, Tenant shall, not later than 30 days following such request, furnish to Landlord its most recent balance sheet for at least the most recent fiscal year, a statement of income and expense for that year and an opinion of an independent certified public accountant satisfactory to Landlord (or a certificate of the chief financial officer, owner or partner of Tenant) indicating the financial statement has been prepared in conformity with generally accepted accounting principles consistently applied and fairly present the financial condition and results of the operations of Tenant for that year.

ARTICLE 58 - Other Locations

~~If during the Term: (a) Tenant, its parent, subsidiary, franchisor, or franchisee, the Guarantor of this Lease; (b) any person, firm, corporation or other entity having an interest in any of the above parties; or (c) any other person, firm~~

or corporation controlling or controlled by Tenant or any of the above parties, shall directly or indirectly, either individually or as a partner, shareholder, agent, employee or otherwise, own, operate, maintain or have an affiliation, investment or interest in business similar to or in competition with the one operated at the Leased Premises within the radius specified in Reference Provision 1.20 as measured from the perimeter of the Shopping Center (except those carried on as of the Effective Date) then that shall constitute a default. At Landlord's option, in addition to Landlord's other remedies, the Net Sales from any other business within the specified radius shall be included in the Net Sales of the Leased Premises during each year. The Percentage Rental shall be computed on the aggregate of the annual Net Sales made on, in or from the Leased Premises and on, in or from any other business located within the radius. Tenant shall submit monthly sales statements and maintain records of the sales and transactions of the other business. Landlord shall have the right to examine and audit those statements and records as though they were made on, in or from the Leased Premises. A substantial increase in size or other substantial change in the business at locations in existence on the Effective Date, or change in location to a location within the radius, shall remove the exemption created for that location. "Radius" shall mean a geometric measurement and not the actual distance over roads.

ARTICLE 59 - Tenant's Failure

This Lease shall be governed by the laws of the State in which the Shopping Center is located and shall be deemed made and entered into in the county in which the Shopping Center is located. If Tenant fails to comply with and perform any of its covenants, conditions or agreements, Landlord shall have the right, but not be obligated, to perform the covenants, conditions or agreements. Tenant shall pay to Landlord on demand as additional rental, a sum equal to the amount spent by Landlord for the performance, plus 15% of such amount to defray supervision and overhead. If Landlord performs any covenants, conditions or agreements, Landlord, its agents or employees may enter the Leased Premises. That entry and performance shall not constitute an eviction of Tenant in whole or in part, nor relieve Tenant from the performance of the covenants, conditions and agreements. Landlord, its agents and employees shall not be liable for claims for loss or damage to Tenant or anyone claiming through or under Tenant.

ARTICLE 60 - Ownership

(a) If the ownership of the Shopping Center is in a Real Estate Investment Trust, then Landlord and Tenant agree that Minimum Annual Rental, Percentage Rental and all additional rental paid to Landlord under this Lease (collectively referred to in this ARTICLE as "Rent") shall qualify as "rents from real property" within the meaning of Section 856(d) of the Internal Revenue Code of 1986, as amended (the "Code") and the U.S. Department of Treasury Regulations (the "Regulations"). Should the Code or the Regulations, or interpretations of them by the Internal Revenue Service contained in Revenue Rulings, be changed so that any Rent no longer qualifies as "rent from real property" for the purposes of Section 856(d) of the Code and the Regulations, other than by reason of the application of Section 856(d)(2)(B) or 856(d)(5) of the Code or the Regulations, then Rent shall be adjusted so that it will qualify (provided however that any adjustments required pursuant to this Section shall be made so as to produce the equivalent (in economic terms) Rent as payable prior to the adjustment).

(b) Any services which Landlord is required to furnish pursuant to the provisions of this Lease may, at Landlord's option, be furnished from time to time, in whole or in part, by employees of Landlord or Landlord's affiliates or by one or more third parties hired by Landlord or Landlord's affiliates. Tenant agrees that upon Landlord's written request it will enter into direct agreements with the parties designated by Landlord to provide such services, provided that no such contract shall result in Tenant having to pay, in the aggregate, more money for the occupancy of the Leased Premises under the terms of this Lease, or Tenant's receiving fewer services or services of a lesser quality than it is otherwise entitled to receive under the Lease.

ARTICLE 61 - Special Provisions

(a) The definition of "Hazardous Material" contained in ARTICLE 15(d) also includes the Massachusetts Hazardous Waste Management Act, M.G.L. Chapter 21C, as amended, and the Massachusetts Oil and Hazardous Material Release and Response Act, M.G.L. Chapter 21E, as amended, and regulations adopted thereunder.

The exhibits are incorporated by reference into this Lease.

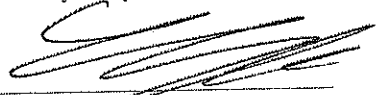
If Tenant is a CORPORATION, the authorized signatory shall sign on behalf of the corporation and indicate the capacity in which they are signing. The Lease must be executed by the president or vice president and attested by the secretary or assistant secretary, unless the bylaws or a resolution of the board of directors provides otherwise. In that case, the bylaws or a certified copy of the resolution shall be attached to this Lease. The appropriate corporate seal must be affixed to the Lease.

TENANT:

CSISUN, LLC, an Ohio limited liability company

dba "Charleys Philly Steaks"

By: _____


Charley Shin
President/CEO

LANDLORD:

NATICK MALL, LLC, a Delaware limited liability company

By: _____


Authorized Signatory

AFFIDAVIT

The undersigned has signed a Lease dated September 22, 2016 with Natick Mall, LLC, a Delaware limited liability company for the occupancy of Space No. 2012 Natick Mall. The Lease business terms were negotiated with Talia Loewenstein, as representative of the Landlord. No representative, agent or employee of the Landlord represented, suggested, promised or implied that the undersigned would be given an exclusive use in the Shopping Center for the operation of the business to be conducted in the Leased Premises, or that the Landlord would not lease space in the Shopping Center to a competing or other tenant. Nor has any representative, agent or employee of Landlord made any representations, inducements or promises about the Leased Premises or the entry into the Lease, unless expressly in the Lease. Nor has any representative, agent or employee made any representations, inducements or promises about the characteristics or conditions regarding or pertaining to the Leased Premises or the Shopping Center, unless expressly in the Lease. The undersigned has independently investigated the potential for the success of its operations in the Shopping Center and has not relied upon any representations, inducements or promises by Landlord's representatives, agents or employees, other than those contained in the Lease.

TENANT: CSISUN, LLC
d/b/a: Charleys Philly Steaks

By: _____
Its: _____

Charles M. Shinn
President/CEO

Sworn to before me this 10th day of September, 2016.

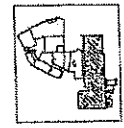
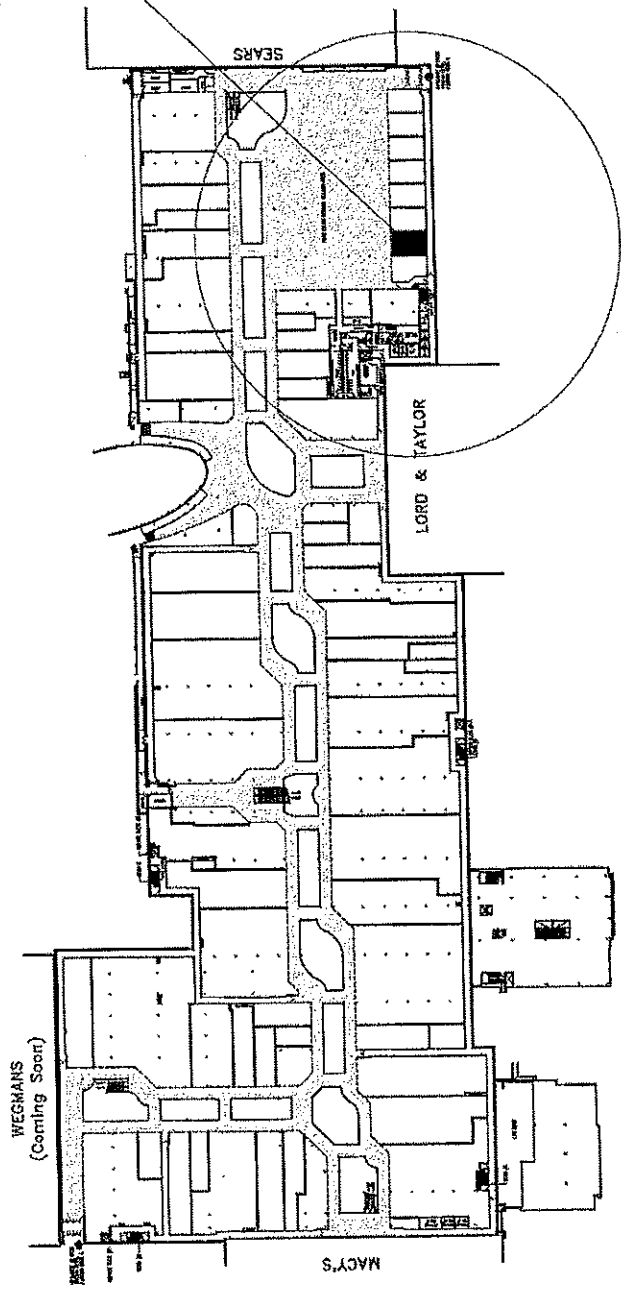
Joanne B. Krinn

Notary Public



JOANNE B. KRINN
Notary Public, State of Ohio
My Commission Expires 07-23-2021

SPACE #2012
758 SQ. FT.



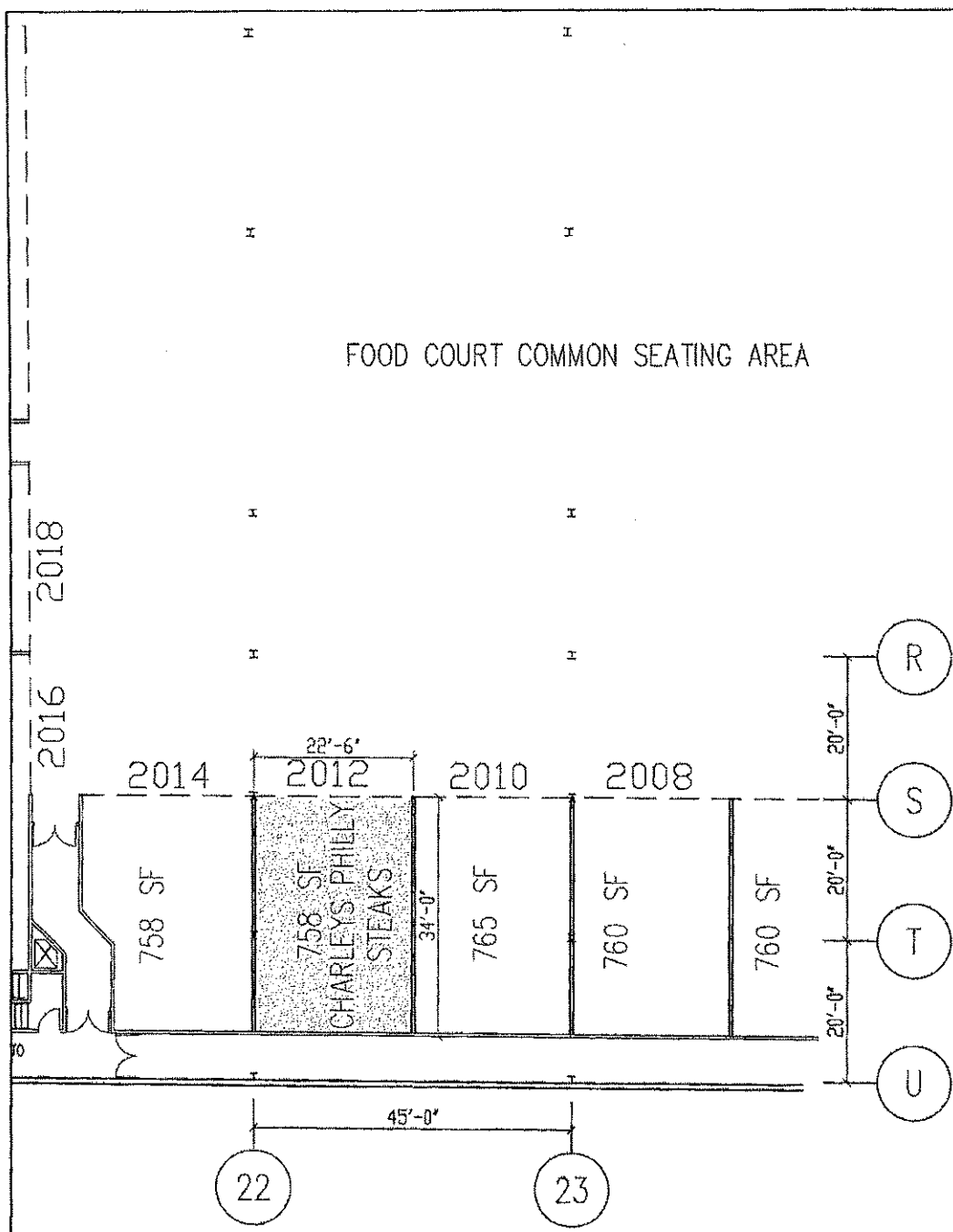
NOTE:
EXHIBIT A IS FOR INFORMATIONAL PURPOSES ONLY AND IS INTENDED ONLY AS A GENERAL DESCRIPTION OF EXISTING OR CONTEMPLATED IMPROVEMENTS TO BE MADE AS A PART OF THE SHOPPING CENTER, PROVIDED THAT LANDLORD MAKES NO REPRESENTATION THAT ANY FUTURE DEVELOPMENT WILL OCCUR AS SHOWN.
SPECIFIC NAMES, LOCATIONS, DIMENSIONS OF ANY STORES, ENTRANCES, OR IMPROVEMENTS ARE NOT INTENDED TO BE, NOR SHOULD BE RELIED UPON AND ARE SUBJECT TO CHANGE, MODIFICATION AND OMISSION BY LANDLORD OR OTHER PARTIES, AND ARE NOT A REPRESENTATION OF, OR WARRANTY AS TO THE OPENING OR CONTINUED OPERATION OF ANY STORE NAMED OR DEPICTED IN THIS EXHIBIT A.

UPPER LEVEL

EXHIBIT A	NATICK MALL NATICK, MASSACHUSETTS	GCP 110 NORTH WACKER DRIVE, CHICAGO, IL 60606
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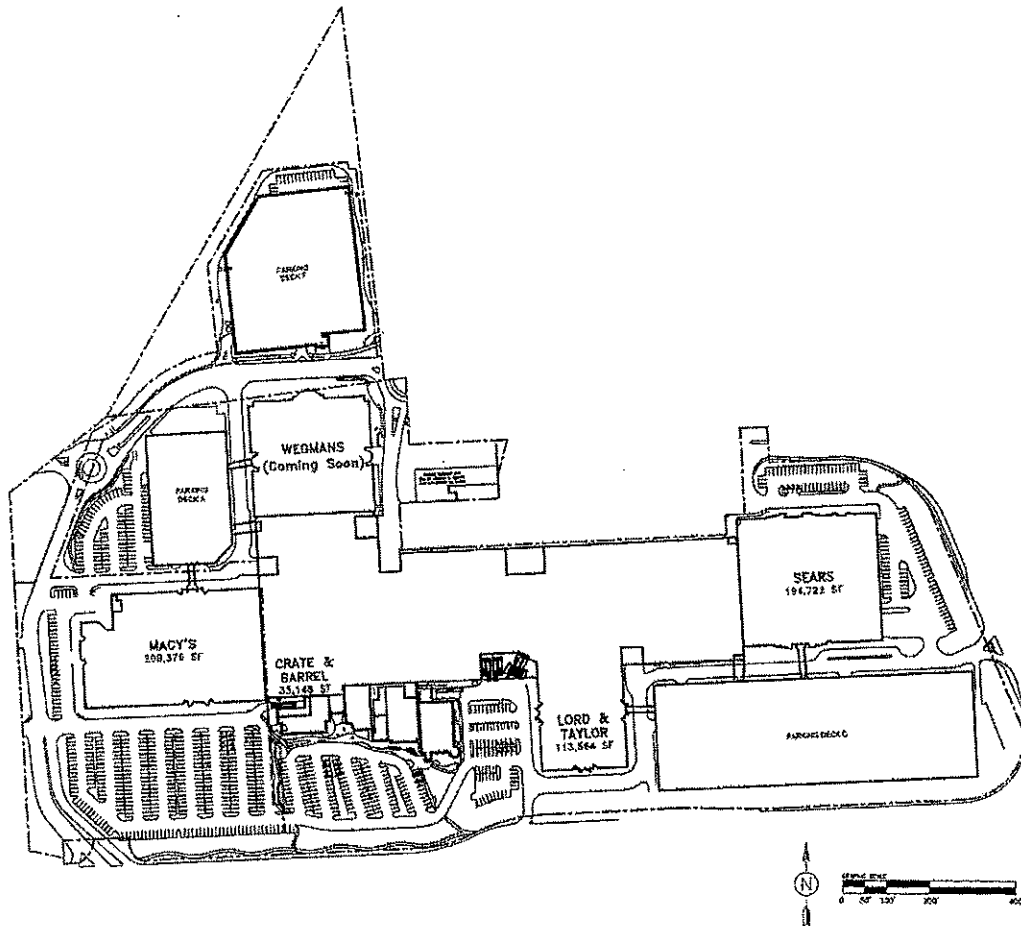
M:\ORG\Terms\Development Terms\CAD_Centers\Mill Plans\MASSACHUSETTS\NATICK MALL_LPT-2\Exhibits\Notice Mail-2012.dwg 5/9/2016 Williams, Valerie A

\\ORC\Teams\Development Teams\COO_Confers\Mill Plans\MASSACHUSETTS\NATICK MALL_L1P1-2\Exhibits\Natick Mod-2012.dwg 5/9/2016 Williams, Valerie A



NOTE:
LANDLORD DOES NOT GUARANTEE THAT INTERNAL DIMENSIONS HAVE NOT OCCURRED SINCE THESE PLANS HAVE BEEN PREPARED, AND RECOMMENDS THAT THIS SPACE BE FIELD VERIFIED BY THE TENANT TO ENSURE THE ACCURACY OF THESE DRAWINGS.
ALL TENANT LEASE AREAS ARE MEASURED FROM THE CENTERLINE OF INTERIOR PARTITION, FROM THE OUTSIDE FACE OF EXTERIOR WALL, FROM THE FULL THICKNESS OF CORRIDOR AND SHIRT WALLS AND FROM THE EDGE OF SLAB AT ANCHOR STORE WALL.

TENANT: CHARLEYS PHILLY STEAKS		DATE: 05/09/16	NOT TO SCALE
SPACE #: 2012	AREA: 758 SF	DRAWN BY: GK/VW	
EXHIBIT A-1	NATICK MALL NATICK, MASSACHUSETTS	GGP 110 NORTH WACKER DRIVE, CHICAGO, IL 60606	



NOTE:

EXHIBIT B IS FOR INFORMATIONAL PURPOSES ONLY AND IS INTENDED ONLY AS A GENERAL DESCRIPTION OF EXISTING OR CONTEMPLATED IMPROVEMENTS TO BE MADE AS A PART OF THE SHOPPING CENTER. PROVIDED THAT LANDLORD MAKES NO REPRESENTATION THAT ANY FUTURE DEVELOPMENT WILL OCCUR AS SHOWN.

SPECIFIC NAMES, LOCATIONS, DIMENSIONS OF ANY STORES, ENTRANCES, OR IMPROVEMENTS ARE NOT INTENDED TO BE, NOR SHOULD BE RELIED UPON AND ARE SUBJECT TO CHANGE, MODIFICATION AND DELETION BY LANDLORD OR OTHER PARTIES, AND ARE NOT A REPRESENTATION OF, OR WARRANTY AS TO THE OPENING OR CONTINUED OPERATION OF ANY STORE NAMED OR DEPICTED IN THIS EXHIBIT B.

SITE PLAN

EXHIBIT B

NATICK MALL
NATICK, MASSACHUSETTS

GGP

110 NORTH WACKER DRIVE, CHICAGO, IL 60606

EXHIBIT C

DESCRIPTION LANDLORD/TENANT WORK

ALL TENANTS

Natick Mall
Natick, MASSACHUSETTS

Tenant accepts the Leased Premises in its "as-is" condition. Tenant, at Tenant's expense, shall complete any improvements that may be required for Tenant's use of the Leased Premises. If Tenant's design is not feasible with the existing utility locations, such as mechanical, electrical, plumbing or fire protection, any alterations to the existing utility locations shall be completed by Tenant at Tenant's expense, subject to Landlord's prior approval. All such work shall be in accordance with this Exhibit "C", the Tenant Criteria Manual and other information contained within the Tenant Package reference below. All work to be performed by Landlord in delivering the Leased Premises to Tenant shall be limited to those items expressly set forth in Exhibit "C" and Article 2 of the Lease, some of which may be performed by Landlord on behalf of, and for Tenant as is more fully described herein.

A. TENANT PACKAGE

Tenant Package Landlord shall provide a "Tenant Package" to better identify the Leased Premises and provide details in describing conditions of the shell structure. This package may contain such items as:

- a. Lease exhibit drawing indicating approximate Leased Premises.
- b. Dimensional floor plan drawings, if available. Tenant shall not rely on such plans or drawings and must field-verify physical dimensions and existing conditions in the Leased Premises prior to and during Tenant Work (defined in ARTICLE 2 of the Lease).
- c. Criteria Manual containing Tenant-required drawing submissions information, sign criteria, architectural, electrical and mechanical information necessary for the preparation of Tenant's plans, typical detail sheets, and other information.
- d. By the execution of Tenant's Lease, Tenant acknowledges receipt of the Tenant Package and by this reference, it is incorporated in the Lease.

B. TENANT PLAN SUBMITTAL REQUIREMENTS

1. Tenant Working Drawings
Tenant shall provide working drawings consisting of architectural, mechanical, electrical, plumbing, structural, life safety, specifications and supporting calculation data, prepared by a registered architect and licensed engineer of the state in which the Shopping Center is located as deemed necessary by Landlord. Refer to Tenant Package for details. Tenant agrees to comply with the schedule set forth in 2 below.
2. Tenant Plan Submittal & Additional Requirements
 - a. By the submittal date for preliminary plans and specifications specified in the Reference Provisions, Tenant agrees to notify Landlord of the identity and mailing address of the licensed architect engaged by Tenant for the preparation of plans for Tenant's Work. At the same time Tenant, at Tenant's expense, shall cause Tenant's architect to prepare and deliver to Landlord for Landlord's approval one (1) preliminary drawing submittal for Tenant's Work, adhering to the requirements as described in the Tenant Package.
 - b. If Tenant does not furnish Landlord with the identity of Tenant's architect or furnish Landlord with drawings and specifications by the required date, Landlord shall have the right, in addition to any other right or remedy it may have at law or in equity, to cancel and terminate this Lease by written notice to Tenant. Landlord shall in addition to all other remedies, be entitled to retain and have recourse to any bond, deposit or advance rental previously deposited by Tenant under this Lease as liquidated damages.
 - c. By the submittal date for final plans and specifications specified in the Reference Provisions, Tenant, at Tenant's expense, shall cause Tenant's architect to prepare and deliver to Landlord for Landlord's approval three (3) sets of final working drawings and specifications for Tenant's Work, adhering to the requirements as described in the Tenant Package.
 - d. Landlord shall review Tenant's drawings and specifications and notify Tenant within 15 days of their receipt if they do not meet with Landlord's approval. Tenant shall, within 10 days of the receipt of notification, revise and resubmit the drawings and specifications. When Landlord has approved Tenant's drawings and specifications, Landlord shall initial and return one (1) set of approved drawings to Tenant. That set shall show the date of Landlord's approval, and shall be made a part of this Lease as "EXHIBIT P."

- e. If any changes and/or revisions are made in Tenant's working drawings and specifications after Landlord's initial approval, Tenant shall deliver to Landlord one set of revised working drawings and specifications for additional approval.
- f. No approval by Landlord shall be valid unless signed in writing by Landlord or Landlord's representative.
- g. Tenant shall prepare its plans and perform Tenant's Work in compliance with Landlord's requirements, governing statutes, ordinances, regulations, codes and insurance rating boards. ~~Tenant shall pay Landlord for review of final plans at the rate of \$0.50 per square foot of space in the Leased Premises, plus \$0.25 per square foot for each required additional review of final plans.~~ Landlord's approval does not relieve Tenant of its obligation to complete Tenant's Work in accordance with the terms of the Lease, nor of the necessity of Tenant's compliance with the laws, rules, regulations and ordinances of local governing authorities.
- h. Any approval by Landlord or Landlord's architect shall neither obligate Landlord in any manner whatsoever with respect to the finished product, design and/or construction by Tenant nor be deemed to be a modification or amendment to the provisions of the Lease. Any deficiency in design or construction, with or without prior approval of Landlord, shall be solely the responsibility of Tenant. Tenant shall be solely responsible for corrections in Tenant's Work and its working drawings and specifications required by governmental authority.
- i. Notwithstanding anything to the contrary contained in this Lease, Tenant shall comply with the Americans with Disabilities Act of 1990 ("ADA"), and any amendment to the ADA, as well as applicable state, local laws, regulations, ordinances and independent inspections. Compliance will include, but not be limited to, the design, construction, and alteration of the Leased Premises as well as access to, employment of and service to individuals covered by the ADA. Upon completion of work, Tenant's or Tenant's architect must supply to Landlord a letter, satisfactory to Landlord, stating that the Leased Premises have been designed and constructed in accordance with and are in compliance with the ADA.
- j. Within 10 days after opening for business in the Leased Premises, Tenant shall provide Landlord with one set of "as-built" drawings and specifications indicating the changes from EXHIBIT P made during the performance of Tenant's Work. As-built drawings shall accurately locate all underground utilities and equipment installed. As-built drawings shall be delivered to Landlord prior to final inspection of the Leased Premises.

C. STRUCTURE

1. Building Shell
 - a. Landlord may provide, at its option, a concrete floor slab within the interior of the Leased Premises at Tenant's expense. ~~In the event Landlord provides a concrete floor slab based on the area of the Leased Premises, Tenant shall pay Landlord \$3.00 per square foot for concrete slab.~~ Such concrete slab shall be installed in accordance with the requirements as described in the Tenant Criteria Manual. Any tenant whose requirements exceed the designed live load shall furnish Landlord with load information prepared by a licensed structural engineer. At Landlord's option, Landlord may, at Tenant's expense, submit structural information to its engineer for verification.
 - b. Tenant is responsible for maintaining the integrity of the concrete slab. Any alterations to Landlord's slab shall be executed in accordance with the requirements described in the Tenant Criteria Manual.
 - c. Upper and lower level suspended slab floor penetrations shall be core-drilled; no saw cutting or trenching is permitted. All floor penetrations shall be sleeved and sealed as required in the Tenant Criteria Manual.
 - d. Structural modifications and or additions by Tenant to Landlord's structure is subject to Landlord's prior approval. Tenant shall submit structural calculations, which have been prepared by a licensed structural engineer, to Landlord for review by Landlord's engineer, at Tenant's expense.
2. Roof Penetrations

Roof penetrations by Tenant shall be held to a minimum. Penetrations, flashing and patching of the roofing system shall be made by Landlord's roofing contractor, subject to Landlord's prior approval, at Tenant's expense. Any structural framing or structural calculations required by Landlord as a result of Tenant's roof penetrations shall be performed at Landlord's option by Landlord's contractor, at Tenant's expense. Any associated curbs, rails, skids, etc. which can impact the roof system shall be designed in accordance with the manufacturer's recommendations and installed by Landlord's approved roofing contractor, at Tenant's expense.

3. Waterproof Membrane
All food tenants, high water use tenants such as, beauty salons, pet stores, etc., lower and upper level tenants whose design includes water being present, such as in kitchens or restrooms, shall install and maintain a waterproof membrane approved by Landlord throughout the Leased Premises. A water test shall be performed by Tenant. Tenant is responsible for maintaining liquid-tight capacities of the floor and other boundaries of the Leased Premises.
4. Fireproofing
Landlord may provide, at its option, fire retardant material on its structure within the Leased Premises. Tenant shall be required to protect fireproofing and damage to fireproofing shall be repaired by Tenant as necessary to meet the requirements and recommendations of applicable code and local inspectors, at Tenant's expense.

D. STOREFRONTS

1. Neutral Piers and Bulkhead
Landlord may provide, at its option, vertical neutral surfaces or structural columns at the lease line separating Tenant storefront construction from another adjacent space. ~~Tenant shall pay Landlord \$200.00 for neutral piers and \$6.50 per linear foot of bulkhead soffit.~~ The storefront area will be left open for Tenant construction between the edges of the neutral surfaces and between the mall finished floor and the underside of the horizontal soffit.
2. Additional Storefront Requirements
 - a. Landlord has established design criteria regulating materials and construction of the storefronts and signage so that tenant storefronts contribute to the overall design concept of the Shopping Center. In order to contribute to this theme, the overall storefront design must conform to the design criteria as described in the Tenant Criteria Manual. Landlord has the right to reject storefronts which do not meet the design criteria and to accept and approve unusual designs that deviate from the required criteria, all at Landlord's sole discretion.
 - b. Tenant is responsible for constructing a complete storefront to the full height and for making a suitable attachment or termination of construction to the bulkhead soffit and proper closure against each neutral pier. Refer to Tenant Criteria Manual for details. Tenant shall be solely responsible for the repair of damage it causes to Landlord's finish material.
 - c. Tenant's storefront shall be self-supporting. Limited lateral bracing is permitted from Landlord's structure. The storefront or any part of the interior cannot be suspended from Landlord's bulkhead framing or structure.

E. DEMISING WALLS AND EXITS

1. Demising Walls
 - a. Landlord shall provide light gauge metal studs or unfinished masonry separating the Leased Premises from adjacent space. ~~Tenant shall pay Landlord \$10.00 per linear foot for demising partitions.~~
 - b. Tenant is responsible for furnishing gypsum board on all demising partitions and surfaces in accordance with code and as described in the Tenant Criteria Manual.
 - c. Tenants are prohibited from allowing music or other sounds to emanate from their space into an adjacent Tenant space or into the mall common area. Tenants who generate sound levels greater than 40 decibels, or as otherwise deemed necessary by Landlord, shall insulate their space against sound transmission. Methods to prevent sound transmission must be thoroughly detailed on Tenant's plans and is subject to Landlord's approval, as described in the Tenant Criteria Manual.
 - d. Tenant is responsible for providing Landlord with anticipated load and weight calculations for any wall hung fixtures. If Landlord deems necessary, Tenant shall provide backing and bracing support to demising walls to compensate for loading imposed by Tenant's wall-hung fixtures at Tenant's expense.
 - e. Tenant is responsible for the construction of any wall in which an expansion joint occurs, the construction of such wall shall be in accordance with acceptable construction design practices and applicable codes.

2. Service Doors
Tenant is responsible for furnishing and installing a service door connecting to service corridors or mall exterior service areas. The door shall comply with applicable code requirements and Landlord requirements as described in the Tenant Criteria Manual. ~~In the event Landlord has installed any such doors, frames and hardware, then Tenant shall reimburse Landlord for the cost thereof at \$1000.00 per door.~~
3. Exit Requirements
Tenant is responsible for providing all exit requirements and exit identifications within the Leased Premises in accordance with requirements of applicable code and subject to approval by the local building authority.

F. INTERIOR FINISHES, FURNISHINGS AND EQUIPMENT

1. Floor Finish
Tenant is responsible for all floor finish covering materials for the Leased Premises and shall make a smooth, level transition with the mall floor at the lease line. In the event that Tenant is required to match Landlord's floor tile at Tenant's lease line and closure line, Tenant shall pay Landlord \$22.00 per square foot for Landlord selected floor tile. Tenant shall protect and repair any damage to Landlord's floor finish material, at Tenant's expense.
2. Wall Finish
Tenant is responsible for the installation of finished walls on the demising partitions, including any necessary additional supports, wall blocking, fire tapping and wall finishes, at Tenant's expense.
3. Ceilings
Ceiling height limitations are created by existing conditions and floor-to-floor heights vary throughout the Shopping Center. Where building conditions permit, higher ceilings may be allowed with the written approval of Landlord. Any relocation of or modification to existing piping, conduit and/or ductwork necessitated by Tenant's installation of a ceiling shall be at Tenant's expense. If the area above the ceiling is a return air plenum, ceilings are required throughout the Leased Premises including, without limitation, stock and toilet rooms.
4. Access Panels
Tenant is responsible for providing access panels throughout the Leased Premises. Tenant shall at minimum provide 24" x 24" flush mount access panels in the ceiling within the Leased Premises at dampers, HVAC equipment and elsewhere as required by Landlord or as required by code in order to provide access to the equipment.
5. Furnishings and Equipment
Tenant is responsible for furnishing and installing all fixtures, furnishings, equipment, shelving, trade fixtures, leasehold improvements, interior decorations, graphics, signs, mirrors, coves and decorative light fixtures and other special effects, as first approved and permitted by Landlord and in accordance with all applicable federal, state, local laws, regulations and ordinances.

G. SIGNAGE

1. Tenant Signage Submittal
 - a. Tenant shall submit sign manufacturer's shop drawings to Landlord depicting sign, lettering dimensions, overall dimensions, color, materials, mounting details, quantities and location of the sign in relation to each elevation, as described in the Tenant Criteria Manual. Signs, permits and related or resulting construction shall be Tenant's responsibility. All signs shall be installed under the supervision of Landlord. The sign contractor shall repair any damage caused by its work.
 - b. Landlord's final written approval is required prior to sign fabrication. Tenant shall not be permitted to open for business in the Leased Premises without a sign that has been approved in writing by Landlord and which conforms to applicable building and electrical codes.
2. Interior Signage Requirements
 - a. No signage shall be applied to storefront or hung within 4'-0" from the lease line without Landlord's written approval. Refer to Tenant Criteria Manual for additional information.
 - b. No signs shall be allowed beyond the lease line without Landlord's written approval.
 - c. No flashing, action, moving or audible signs are permitted.
 - d. No television or projection screens are permitted within 15 feet of the lease line without Landlord's written approval. Subject to Landlord's approval of Tenant's plans and specifications, Tenant may install one or more video monitors in the Leased Premises that are visible from the Joint Use Area provided the sole purpose of such video monitors is the promotion of merchandise offered for sale in the Leased Premises and not for general advertising purposes. Sound from the video monitors may not emanate into the Joint Use

Area and content displayed may not be unreasonably offensive to patrons of the Shopping Center. Landlord will have the right to revoke its approval and require Tenant to remove such video monitors on 2 days' prior notice if sound or content emanating from Tenant's video monitors is offensive in Landlord's sole discretion.

- e. Signs may be vertical, horizontal, and be illuminated. Multiple signing may be permitted on multi-directional storefronts but only with Landlord's prior written approval.
- f. The length of horizontal lettering shall not exceed 50% of the horizontal storefront length. The proportional ratio of the proposed signage length to the overall horizontal storefront length shall be left to the sole discretion of Landlord.
- g. Landlord reserves the right to regulate signage location throughout the mall and near Anchor stores.
- h. Wordling is limited to the trade name of the store. Landlord shall review logos on a case-by-case basis.
- i. Sign shall be on a timer set to illuminate during mall hours.
- j. No sign manufacturer's identification, decals or registered trademark shall be permitted.
- k. Tenant shall keep the sign in good repair at all times.

H. HEATING VENTILATION AND AIR CONDITIONING

1. Landlord provided Heating, Ventilation and Air Conditioning System, "HVAC System"
Landlord may provide, at its option, the HVAC system to the Leased Premises, as defined in the Tenant Criteria Manual. Tenant is responsible for design and installation, at its sole expense, of the mechanical system within the Leased Premises from Landlord's distribution point.
2. Tenant provided Roof Top Unit, "RTU System"
 - a. Tenant may, at its sole expense, upon prior written approval of Landlord, install and operate a supplemental RTU System on the roof of the Shopping Center. The RTU System shall supplement, and not replace, any existing air conditioning unit, and shall be compatible with the Landlord-provided air conditioning system in all respects including, but not limited to, roof integrity, structure, air flow, electric load, life safety alarm system and utility capacity.
 - b. In the event Landlord does not provide the HVAC system, Tenant is required to design and install the RTU System to the Leased Premises as defined in the Tenant Criteria Manual.
 - c. Landlord may provide, at its option, universal roof supports for roof-mounted equipment. Tenant shall reimburse Landlord for all associated costs.
 - d. Tenant shall locate the RTU System and provide structural modifications in order to comply with the Shopping Center's structural load limits. Tenant shall submit structural calculations, which have been prepared by a licensed structural engineer, to Landlord for review by Landlord's engineer, at Tenant's expense. Landlord may require modifications to Tenant's design and construction.
 - e. Tenant shall not install or operate the RTU System without the prior written approval of Landlord. Tenant shall not enter the roof without prior permission from a representative of Landlord.
 - f. Tenant shall supply Landlord with maintenance agreements, plans and specifications for the installation and operation of the RTU System.
 - g. Notwithstanding anything to the contrary contained in the Lease, Tenant shall have no right to an abatement, deduction or set-off in rental if Tenant's RTU System is or becomes inoperable.
3. Additional Tenant Requirements
 - a. Tenant is responsible for providing the mechanical system within the Leased Premises, including but not limited to maintenance, supply metal ductwork, grilles, registers, electrical wiring, controls, heating, heat detection and circuitry necessary for the satisfactory operation of an air conditioning system. Refer to Tenant Criteria Manual for details.
 - b. Tenant is responsible for the design of all ductwork and accessories for air distribution in accordance with the procedures described in the American Society of Heating, Refrigerating, and Air Conditioning Engineering Guide ("ASHRAE"), and in accordance with the latest methods recommended in the Sheet Metal and Air Conditioning

Contractors National Association ("SMACNA") low velocity duct manual, and as otherwise set forth by code.

- c. In the event Landlord provides a pre-approved mechanical contractor, Tenant will be required to use Landlord's contractor for the purchase and installation of Tenant's HVAC unit, heating & cooling equipment and HVAC curb, all at Tenant's sole expense. Refer to Tenant Criteria Manual for details.
- d. Tenant is responsible for providing the Leased Premises with its own thermostat(s) in accordance with the requirements of the Tenant Criteria Manual.
- e. Tenant shall provide plans, specifications and calculations required in connection with the installation and operation of Tenant's HVAC System. Any review of the plans, specifications and calculations performed by Landlord or Landlord's engineer, as Landlord deems necessary, shall be at Tenant's expense.
- f. Tenant is required to route HVAC condensation lines as directed by code and the mall on-site representative.
- g. Tenant is responsible for providing Landlord copies of air test and balance reports upon completion of work.
- h. Tenant shall reimburse Landlord, at Landlord's option, for any measurement system(s) required by Landlord for measuring Tenant's consumption of conditioned air.
- i. Landlord may provide, at its option, a smoke evacuation and control system within the Leased Premises. ~~In the event Landlord provides a smoke evacuation and control system, Tenant shall pay Landlord \$3.00 per square foot.~~
- j. Tenants HVAC System and related rooftop equipment must be compatible with Landlord's life safety/ smoke exhaust system. Alterations to and interface with Landlord's life safety/smoke exhaust system shall be by Landlord's contractor at Tenant's sole expense.
- k. Tenant may be required to provide and install, at Tenant's expense, heat or smoke detectors within the Leased Premises to shut down the heating, air conditioning and ventilation whenever an abnormal condition is detected. In addition, these devices may be required by local code authorities as part of the fire prevention smoke removal system. Refer to Tenant Criteria Manual for details.
- l. Landlord shall have the right to require Tenant to cease operation of the Tenant's HVAC System if it is causing damage to any of the structural or mechanical elements of the Shopping Center, interfering with or diminishing any service provided by Landlord or others, or interfering with any other tenant's business.

I. TOILET EXHAUST SYSTEM

- a. Landlord may provide, at its option, a common toilet exhaust system to the Leased Premises, as defined in the Tenant Criteria Manual. **If required by any governmental authority**, Tenant shall design and install a toilet exhaust system and connect to Landlord's exhaust duct system within the Leased Premises.
- b. In the event Landlord does not provide the common toilet exhaust system, **if required by any governmental authority**, Tenant is required to design and install the exhaust system for the Leased Premises, per code and as defined in the Tenant Criteria Manual.

J. SPECIAL EXHAUST AND MAKE-UP AIR SYSTEMS

- 1. Special Exhaust Systems
Odors produced by tenants such as food service, beauty salons, pet shops, etc. must be exhausted to the atmosphere through a tenant-furnished exhaust system. Tenant shall design and install an engineered exhaust and make-up air system to maintain a negative pressure in the Leased Premises to keep odors from disturbing Landlord, customers and other tenants. The location and minimum distance of exhaust fans from any air intakes shall be as directed by Landlord and in accordance with applicable code. Refer to Tenant Criteria Manual for details.
- 2. Make-Up Air Systems
Make-up air systems as referenced in 1 above shall be furnished and installed by Tenant, upon Landlord's approval, utilizing secondary mall air. If Tenant uses more than 10% of Landlord's air supply for Tenant's special exhaust system, Tenant shall be responsible for an adjusted operating charge.
- 3. Exhaust Discharge

- a. Tenant is responsible for providing mushroom-type exhaust discharge outlets. All roof-mounted equipment shall be approved by Landlord and installed on curbs per the specifications in the Tenant Criteria Manual. All roof flashing shall be performed by Landlord's roofing contractor at Tenant's expense. Projections above 3'-0" will require approval by Landlord and may require additional screening by Tenant.
 - b. Tenant shall provide a residue trough grease containment system, approved by Landlord, on all roof-mounted grease exhaust discharge equipment. The containment system shall be cleaned and replaced on a regular basis.
4. Damper Control and Interlock
 Tenant shall provide damper controls with automatic fan shutdown and interlock to maintain the original design air balance approved by Landlord and in accordance with applicable code. The control system must be able to shut down its fans in case of fire.

K. UTILITIES

1. Electric Service
 - a. Landlord shall provide the main electric distribution system as more fully described in the Tenant Criteria Manual.
 - b. Landlord may provide, at its option, an empty electrical conduit to the Leased Premises and associated electrical equipment serving the Leased Premises. ~~In the event Landlord provides electrical conduit and equipment, Tenant shall pay Landlord \$800.00 for the empty electrical conduit and \$2,500.00 for electrical equipment.~~
 - c. ~~In the event Landlord provides a Cable Tap Box assembly ("CTBA") switch terminal to the Leased Premises, Tenant shall pay Landlord \$2,500.00.~~
 - d. Landlord will furnish electric service within the Leased Premises of not more than 15 watts per square foot. Tenant's electrical requirements for the space shall be determined from Tenant's electrical engineering plans in accordance with the National Electrical Code ("NEC"). If the electrical service described above exceeds the minimum electric service required by the NEC and as Tenant's plans indicate, Tenant shall relinquish to Landlord such excess service. Electrical system within the Leased Premises shall be "as-is" with all electrical upgrades and modifications by Tenant at Tenant's expense, upon Landlord's approval.
2. Tenant Electrical Requirements
 - a. Tenant is responsible for providing a complete electrical system from Landlord's distribution point within the Leased Premises. This shall include, but not be limited to, all necessary labor, branch and main circuit breakers, panels, transformers, connection to HVAC power supply, temperature controls and connection to Landlord's smoke detector or smoke evacuation system, if required.
 - b. Tenant shall pull copper conductors in conduit and make final connections at Landlord's electrical distribution panel. Conductors shall be continuous with no splices between the switchgear in the distribution room and panels within the Leased Premises.
 - c. Tenant's electrical engineer shall include an electrical riser line diagram and a complete electrical panel schedule (quantities and sizes of lamps, appliances, signs, water heaters, etc.), indicating individual and total demand of all electrical loads.
 - d. Electrical materials and equipment shall be new and installed per code and shall bear the Underwriters Laboratories label. All wire must be copper.
 - e. Lighting fixtures shall be furnished and installed by Tenant, and shall be of a type approved by applicable codes. Recessed fixtures in flured spaces shall be connected by a flexible metal conduit and run to a branch circuit outlet box which is independent of the fixture. Fluorescent ballast shall have individual non-resetting overload protection.
 - f. Panel board furnished and installed by Tenant for lighting and power within the Leased Premises shall be equal to type NLAB class panels, and shall meet the requirements of applicable code.
 - g. A floor-mounted transformer shall be furnished and installed by Tenant, as required.
3. Water Service
 Landlord may provide, at its option, a cold water supply line at or near the boundary of the Leased Premises. The water service will terminate with a valve connection. ~~Tenant shall pay Landlord \$300.00 per valve connection.~~
4. Sanitary Service
 Landlord may provide, at its option sanitary sewer stubs at or near the boundary of the

Leased Premises. ~~Tenant shall pay Landlord \$1,000.00 per sanitary sewer stub.~~

5. Vent Stub

Landlord may provide, at its option, plumbing vent stacks throughout the Shopping Center. ~~Tenant shall pay Landlord \$500.00 per vent connection.~~

6. Tenant Plumbing Requirements

- a. Tenant is responsible for providing a complete plumbing system from Landlord's point of service within the Leased Premises. This shall include, but not be limited to, all necessary labor, connections to supply stubs, piping, vents, clean-outs, fixtures, etc. necessary for the satisfactory operation of a plumbing system.
- b. Lower Level - Tenant is responsible for connecting to Landlord's sewer stubs where provided. Upper Level - Tenant is responsible for providing the floor penetrations for connecting plumbing to sanitary sewer stubs. All floor penetrations shall be sleeved and sealed as required in the Tenant Criteria Manual to prevent the penetration of odors or liquids to any space below the Leased Premises. Floor penetrations shall be core-drilled; no saw cutting is permitted. All horizontal sanitary sewer lines shall be installed above the ceiling of a lower level tenant and the lines shall be insulated to prevent condensation.
- c. Tenant is responsible for providing cleanouts in accordance with applicable codes.
- d. Where more than one tenant is required to attach to a single sanitary and/or vent stub, the first installing tenant shall install a plugged "Y" branch fitting for future connections, at that tenant's expense. Tenant shall run piping to the nearest stack and connect to the opening provided by Landlord.

7. Water Meter

Tenant is responsible for connecting at the point of service and installing an accessible water meter or accessible remote readout, and extending service according to Tenant's requirements, in accordance with Code and the Tenant Criteria Manual.

8. Water Heaters

Tenant is responsible for providing electric water-heaters for domestic water usage in the Leased Premises. Electric water-heaters shall be automatic and shall be limited to 12-gallon capacity or as per code. Water heaters must have a pressure relief valve discharge piped to the nearest drain in the Leased Premises.

9. Toilet Facilities

Tenant is responsible for providing toilet facilities in compliance with ADA within the Leased Premises, and shall provide and maintain a Landlord approved waterproof membrane, at Tenant's expense. A minimum of one water closet, one lavatory and one cleanout, in accordance with code, is required in the Leased Premises. Food court tenants shall not be subject to this requirement unless required by applicable code. Upper level tenants shall not place toilet facilities over Landlord's electrical service room.

10. Natural Gas Service

If natural gas service is available from the local utility company, Landlord shall arrange for the installation of the meter banks and mains at the designated locations throughout the Shopping Center. Landlord may provide, at its option, a natural gas line to the Leased Premises. ~~Tenant shall pay Landlord \$2,000.00 for natural gas line.~~ All piping, associated work and meter for extension of services to the Leased Premises shall be provided by Tenant, at Tenant's expense, in accordance with applicable code, and subject to Landlord's approval.

11. Telephone

Landlord shall arrange with the telephone company to install telephone service to the main telephone terminal. Landlord may provide, at its option, a raceway from the main telephone terminal to the Leased Premises. All telephone work for extension of services to the Leased Premises shall be provided by Tenant, at Tenant's expense, in accordance with applicable code, and subject to Landlord's approval.

L. **SPECIAL FOOD TENANT REQUIREMENTS**

1. Food Preparation Extinguishing Systems

- a. Tenant shall design and install automatic extinguishing equipment in accordance with the National Fire Protection Association Standard latest edition. The extinguishing system shall be an Underwriters Laboratories approved pre-engineered system with the following features:
 - i. Protection of the hood and duct;
 - ii. Surface protection for deep fat fryer, griddle, broiler and range;
 - iii. Automatic devices for shutting down fuel or power supply to the appliances. These devices must be of the manual reset type;
 - iv. Provided with a simple means to manually activate the fire extinguishing

- equipment within a path of ingress or egress. The means of manual activation shall be mechanical (not electrical) and must be clearly identified.
- b. Tenant shall ensure that extinguishing system is inspected in accordance with code. Tenant shall enter into an inspection agreement with a firm qualified by the system manufacturer to perform such inspections. The systems vendor shall submit plans and other pertinent information on the proposed system to Landlord for prior review and approval.
2. Grease Removal and Cleaning
 - a. Tenant shall remove grease from all exposed surfaces of the Leased Premises daily. Additionally, Tenant agrees to retain a dependable bonded degreasing service for the Leased Premises on a minimum monthly basis throughout the term of this Lease to clean and degrease the entire kitchen area, ranges, cooking equipment, broilers, stoves, hoods, vents, exhaust and blower systems, filters and all associated ductwork to prevent grease accumulation. If Tenant fails to do so, Landlord may maintain the system and charge Tenant at three times Landlord's cost.
 - b. Copies of maintenance and cleaning reports shall be submitted to Landlord's on-site representative.
 - c. Underwriters Laboratories approved grease-extracting hoods with water wash down cycle or conventional range hood with washable grease filters in accordance with applicable code are acceptable and subject to Landlord's fire protection engineer's approval.
 3. Grease Interceptor
 - a. Landlord may provide, at its option, a common grease trap system for food tenants. Tenant shall pay Landlord \$3.00 per square foot for the common grease trap system.
 - b. If Tenant is unable to connect to Landlord's common grease trap system, Tenant shall install, (in accordance with applicable code and subject to Landlord's approval), a dedicated grease trap system and indicate the location of the dedicated grease trap system on its plumbing plans.
 - c. All food-related tenants shall connect all sinks and floor drains within the Leased Premises (except toilet facility fixtures and drains) to the grease line in accordance with applicable code, and subject to Landlord's approval.
 4. Grease Trap Service and Removal
 - a. Tenant is responsible for properly maintaining its grease trap system. If Tenant fails to do so, Landlord may maintain the system and charge Tenant at three times Landlord's cost. Tenant shall not place any grease into trash compactor, normal garbage containers, floor & sink drains or toilets. Landlord may provide, at its option, grease containers in a designated area for grease removal. In the event Landlord does not provide grease containers, Tenant is responsible to provide the grease container in a designated area as defined by Landlord. Tenant may be required to use Landlord's pre-approved removal service at Tenant's sole expense.
 - b. Copies of maintenance and cleaning reports shall be submitted to Landlord's on-site representative.

M. FIRE PROTECTION SYSTEM

1. Tenant Sprinkler System
 - a. Landlord may provide, at its option, a complete wet sprinkler fire protection grid system within the Leased Premises. ~~Tenant shall pay Landlord \$3.00 per square foot for the sprinkler fire protection grid system.~~
 - b. Landlord may provide, at its option, a blind flange connection for Tenant's sprinkler system stubbed in the Leased Premises. ~~Tenant shall pay Landlord \$1,000.00 for blind flange connection.~~
 - c. Tenant shall design and install an engineered wet sprinkler fire protection system within the Leased Premises. In the event Landlord provides a pre-approved sprinkler contractor Tenant will be required use Landlord's contractor for such work at Tenant's expense.
 - d. Tenant's fire protection system shall comply with the requirements of the applicable building codes, fire marshal and be approved by Landlord's insurance carrier. Any modifications or additions to the sprinkler system, main relocation, or installation of any necessary sprinkler heads shall be engineered, fabricated and installed by Tenant at Tenant's expense. Refer to Tenant Criteria Manual for details.
 - e. Tenant's sprinkler drawings and hydraulic calculations shall be prepared by a licensed engineer of the state in which the Shopping Center is located. Drawings are subject to Landlord's approval.
 - f. Tenant shall pay Landlord \$350.00 per shutdown for Tenant's sprinkler system tie-in to

Landlord's sprinkler system.

2. Tenant Fire System
 - a. Landlord may provide, at its option, a connection for a fire alarm system within or adjacent to the Leased Premises. ~~Tenant shall pay Landlord a charge of \$1,000.00 for the fire alarm point of connection.~~ In the event Landlord completes final fire alarm system hookup, it shall be at Tenant's expense. Refer to Tenant Criteria Manual for details.
 - b. Tenant may be required to design and install an engineered fire alarm system within the Leased Premises. Tenant's fire alarm system shall be compatible with Landlord's system and comply with the requirements of the applicable building codes, fire marshal and be approved by Landlord's insurance carrier. Refer to Tenant Criteria Manual for details.
 - c. Tenant's fire alarm drawings shall be prepared by a licensed engineer of the state in which the Shopping Center is located. Drawings are subject to Landlord's approval.
3. Tenant Fire Extinguishers

Tenant shall provide and install fire extinguishers in the Leased Premises. The number of extinguishers provided by Tenant shall be as required by applicable building codes, fire marshal and be approved by Landlord's insurance carrier.

N. CONSTRUCTION REQUIREMENTS

1. Construction Deposit

Tenant shall cause its general contractor to deposit with Landlord, without liability for interest, the sum of \$5000.00 prior to construction start. This sum shall be applied toward any costs incurred by Landlord or Landlord's contractor to repair any damage to Landlord's property and to complete any part of Tenant's Work which Tenant or Tenant's contractor fails to complete within the time period required by ARTICLE 2 of the Lease. This remedy shall be in addition to and not in lieu of any other rights and remedies of Landlord. The balance of the deposit shall be returned to Tenant's general contractor after Tenant's Work has been reviewed and accepted by Landlord.
2. Construction Barricade

Landlord may require Tenant to erect a barricade that complies with mall standards at the start of Tenant's Work, at Tenant's expense. In the event Landlord has previously erected a barricade or if Tenant fails to erect a barricade and Landlord elects to erect a barricade on Tenant's behalf, Tenant shall pay Landlord \$85.00 per linear foot for the barricade. Tenant's barricade may not be dismantled without Landlord's prior approval.
3. Construction Trash Removal

Tenant is responsible for trash removal during construction, fixturing and stocking at Tenant's expense. Tenant shall break its boxes down and place its trash daily in the containers provided. Trash accumulation shall not be permitted overnight in the Leased Premises, Joint Use Areas or service corridors. In the event Landlord provides construction trash removal, Tenant shall pay Landlord a single charge equal to the greater of \$750.00 or \$0.75 per square foot of the Leased Premises. Compliance with Landlord's recycling program is mandatory.
4. Temporary Electric

Landlord may provide, at its option, temporary electrical service in general areas during construction. Tenant shall request, in writing, permission to connect to the temporary service and distribute temporary service to the Leased Premises in accordance with applicable code. In the event Landlord provides temporary electrical service, Tenant shall pay Landlord a single charge equal to the greater of \$750.00 or \$0.75 per square foot of the Leased Premises.
5. Contractor Requirements
 - a. Tenant and or Tenant's contractor shall not commence any work without checking in with Landlord's on-site representative and supplying all required pre-construction documents. Documents shall include but not be limited to a copy of building permit, Certificate of Insurance and contractor's license.
 - b. Tenant shall ensure that all Tenant's contractors are bondable and licensed in the state where the Shopping Center is located. Landlord shall have the right to approve Tenant's contractors and subcontractors; however, approval shall not constitute the assumption of any responsibility or liability by Landlord for the actions of Tenant's contractors or subcontractors or the quality or sufficiency of Tenant's Work.
 - c. Tenant's contractor or subcontractor shall not post signs in any part of the Shopping Center, on construction barricades or in the Leased Premises without approval from Landlord.
 - d. All supplies necessary for construction, fixturing or merchandising the Leased Premises must be delivered through designated truck docks and down the service corridors.
 - e. The contractor may perform "noisy" construction, such as jack hammering, saw cutting.

core drilling, etc., only during hours approved by Landlord's on-site representative. The Landlord's on-site representative will terminate any construction activity that is deemed excessively noisy or dusty or which is disruptive to the normal operations of the adjacent tenants and/or the mall.

- f. Tenant's contractor shall obtain Landlord's approval regarding all drilling, welding or other attachment to Landlord's structural system. Approval by Landlord shall be in writing before the start of Tenant's Work, and must be clearly identified on Tenant's drawings. Landlord approval of the drawings does not relieve Tenant's contractor of the responsibility to make a request in writing prior to starting Tenant's Work.
- g. Tenant's contractor shall supply fire extinguishers during construction, in accordance with code.

6. Tenant's Work

- a. Tenant shall conform to and comply with all federal, state, county and local laws, ordinances, permits, rules and regulations in the performance of Tenant's Work or in the performance of any alterations, additions or modifications.
- b. Tenant's Work shall be coordinated with Landlord's Work as well as with the work of other tenants in the Shopping Center so that Tenant's Work shall not interfere with or delay completion of other construction in the Shopping Center.
- c. In the event Tenant's Work and Landlord's Work shall progress simultaneously, Landlord shall not be liable for any injury to persons or damage to property of Tenant, or of Tenant's employees, licensees or invitees from any cause whatsoever occurring upon or about the Leased Premises, and Tenant shall and will indemnify, defend and save Landlord harmless from any and all liability and claims arising out of or connected with any injury or damage. Tenant acknowledges that these provisions become effective beginning upon the date Tenant or its agents first enter the Leased Premises. This obligation to indemnify shall include reasonable attorneys' fees and other reasonable costs, expenses and liabilities incurred by Landlord and its attorneys from the first notice that any claim or demand is to be made or may be made.
- d. Work performed by Tenant or Tenant's contractor shall be performed so as to avoid a labor dispute. If there is a labor dispute, Tenant shall immediately undertake whatever action may be necessary to eliminate the dispute including, but not limited to, (i) removing all disputants from the job site until the labor dispute is over, (ii) seeking an injunction in the event of a breach of contract action between Tenant and Tenant's contractor and (iii) filing appropriate unfair labor practice charges in the event of a union jurisdictional dispute. If, during the period of initial construction of the Leased Premises, any of Tenant's employees, agents or contractors strike, or if picket lines or boycotts or other visible activities objectionable to Landlord are conducted or carried out against Tenant or its employees, agents or contractors, Tenant shall immediately close the Leased Premises and remove all employees until the dispute giving rise to the strike, picket line, boycott or objectionable activity has been settled to Landlord's satisfaction.
- e. Tenant agrees that it will not, at any time prior to or during this Lease, including the period of the performance of Tenant's Work, either directly or indirectly employ or permit the employment of any contractor, or use any materials in the Leased Premises, if the use of the contractor or the materials would, in Landlord's sole opinion, create a difficulty, strike or jurisdictional dispute with other contractors engaged by Tenant or Landlord or others, or would in any way disturb the construction, maintenance or operation of the Shopping Center. If any interference or conflict occurs, Tenant, upon demand by Landlord, shall cause all contractors or all materials causing the interference, difficulty or conflict, to leave or be removed from the Shopping Center immediately.
- f. Tenant's Work shall be subject to inspection by Landlord during the course of construction for the purpose of determining the quality of the workmanship and adherence to Landlord requirements. Tenant shall require its contractor to cooperate with Landlord and correct any deficiencies noted by Landlord. All work performed by Tenant during the Term of the Lease shall be performed in accordance with this Lease, all exhibits thereto, the Tenant Design Manual and as directed by Landlord's representative.
- g. All work by Tenant, including repair work, shall be performed in a first-class workmanlike manner and shall be in a good and usable condition at completion. Tenant shall require any person performing work to guarantee that the work is free from any and all defects in workmanship and materials for one (1) year from the date of completion. Tenant shall also require any such person to be responsible for the replacement or repair, without additional charge, of work done or furnished by or through such person which shall become defective within one (1) year after substantial completion of the work. The correction of work shall include, without additional charge, all expenses and damages in connection with the removal, replacement or repair of any part of work which may be damaged or disturbed. All warranties or guarantees for materials or workmanship on or regarding Tenant's Work shall be contained in the contract or subcontract. The contract shall be written so that all warranties and guarantees shall inure to the benefit of both

Landlord and Tenant, as their respective interests appear, and so that either party can directly enforce the contract.

- h. In the event Tenant or Tenant's contractor fails to perform Tenant's Work, or any part of Tenant's Work, in a manner satisfactory to Landlord within 10 days after receipt of Landlord's punch list, Landlord shall have the right, in addition to and not in lieu of Landlord's other rights and remedies, to perform the work and Tenant shall pay Landlord for costs incurred by Landlord in such performance.

O. INSURANCE REQUIREMENTS

Tenant's contractor must fulfill the following insurance requirements, and shall maintain at no expense to Landlord:

- a. Workers' Compensation Insurance within statutory limits and Employer's Liability Insurance with limits of not less than \$100,000.
- b. General Liability Insurance with limits of not less than \$2,000,000 combined single limit for bodily injury and property damage, including personal injury, Contractual Liability coverage specifically endorsed to cover the indemnity provisions contained herein and Contractor's Protective Liability coverage if contractor uses subcontractors.
- c. Motor Vehicle Liability Insurance in the Contractor's name, including owned, non-owned, leased and hired car coverage with limits of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage.
- d. Tenant shall cause each of its contractors to agree to name Landlord, the parents, subsidiaries and affiliates of Landlord and if Landlord elects, any owner or other occupant in or adjoining the Shopping Center, as Additional Insureds on Contractor's Commercial General Liability Insurance and Motor Vehicle Liability Insurance. In addition to the insurance Tenant is required to maintain under ARTICLE 19, Tenant shall maintain Builders Risk Insurance including water damage and earth movement for the full replacement cost of Tenant's Work.
- e. Each of Tenant's contractors shall also, to the fullest extent permitted under the law, protect, defend, save harmless and indemnify Landlord, the parents, subsidiaries and affiliates of Landlord, and if Landlord elects, any owner or other occupant in or adjoining the Shopping Center, and their employees, officers and agents against any and all liability claims, demands or expenses incurred on account of any injury or damage, alleged or real, arising out of or in any way connected with any act or omission to act on the part of the indemnitor.
- f. Certificate evidence of the required insurance shall be furnished to Landlord before the start of Tenant's Work. Insurance carriers shall have an AM Best's rating of A-VII or better, and shall be registered or authorized to do business in the state in which the Shopping Center is located.

P. GENERAL

- 1. Landlord's Access
Landlord, Tenant or any local utility company shall have the right, subject to Landlord's approval, to run utility lines, pipes, ducts, etc. above the Leased Premises. It shall be Tenant's responsibility to provide flush-mounted access panels in its finished work where required by Landlord.
- 2. Additional Landlord's Work
Landlord shall have the right to charge Tenant for certain improvements and other work performed by Landlord or caused to be performed by Landlord at Tenant's request within the Leased Premises although they may not be itemized in the Lease. This work shall be paid for by Tenant as additional rental upon notice by Landlord. Landlord has no duty, however, to do any work which Landlord is not specifically and expressly required to perform under this Lease or which, under any provisions of this Lease, Tenant may be required to perform. The performance of work by Landlord shall not constitute a waiver of Tenant's default in failing to perform the work.
- 3. Hazardous Materials
Tenant shall comply with any existing or future city, state, county or federal regulations or legislation regarding the control of pollution. Tenant shall not use or install, nor shall permit its contractors to use or install, any building materials containing asbestos or other Hazardous Material. Upon expiration of the Term or the earlier termination of this Lease, Tenant shall provide Landlord with a statement signed by Tenant that the Leased Premises do not contain any Hazardous Material. If Tenant fails to do so, Landlord shall have the right to have the Leased Premises inspected for the presence of Hazardous Material, and if Hazardous Materials are present in the Leased Premises, to take all actions which are necessary to return the Leased Premises to the condition it was in prior to the presence of Hazardous Material in the Leased Premises, all at Tenant's expense. This obligation by Tenant shall survive the Expiration Date or earlier

termination of this Lease and shall survive any transfer of Landlord's interest in the Shopping Center.

4. Tenant's Refuse
Tenant is responsible for keeping the Leased Premises, the corridor, mall or arcade adjacent to the Leased Premises broom clean and free of trash. If Landlord removes Tenant's or Tenant's contractor's trash, the charge to Tenant will be three (3) times Landlord's cost. Any material, whether trash or otherwise, placed outside of the Leased Premises for more than 24 hours shall be subject to removal and disposal without notice.
5. Certificate of Occupancy
Tenant is responsible for obtaining a Certificate of Occupancy promptly following completion of Tenant's Work, and shall promptly forward a copy of it to Landlord prior to Tenant opening for business in the Leased Premises. Tenant shall not be permitted to open for business without a Certificate of Occupancy. Upon completion of Tenant's Work or any alterations under ARTICLE 12 of the Lease, Tenant shall submit an original contractor's notarized affidavit, all subcontractors' original notarized affidavits and original notarized final waivers of lien, as well as any original notarized lien waivers that Landlord may require from contractors, subcontractors, laborers, and material suppliers. The documents must be in a form and detail satisfactory to Landlord.
6. Lien Protection
 - a. Neither Landlord nor any mortgage lender of Landlord shall be liable for any labor or materials furnished to Tenant upon credit, and no mechanics or other lien for labor or materials shall attach to or affect any interest of Landlord or the mortgage lender in the Leased Premises or the Shopping Center. Nothing in this Lease shall be deemed or construed to constitute Tenant as Landlord's agent or contractor for the performance of Tenant's Work. Tenant acknowledges that Tenant's Work is to be performed solely for the benefit of Tenant. Nothing in this Lease shall be construed as constituting the consent or request of Landlord to any contractor for the performance of labor or the furnishing of any materials for Tenant, nor as giving Tenant authority to contract as the agent of or for the benefit of Landlord.
 - b. If Landlord's insurance premium or real estate tax assessment increases as a result of Tenant's improvements to the Leased Premises, Tenant shall pay the increase as additional rental upon notice from Landlord.
7. Square Footage Calculations
The calculations of the dimensions and square footage of the Leased Premises are from the centerline of interior partitions, from the outside face of exterior walls, and from the full thickness of corridor and shaft walls. No deductions are allowed for the space occupied by columns, interior partitions, or other interior construction or equipment installed or placed in the Leased Premises. The Leased Premises shall not include any space above the bottom of the structural framework supporting the upper level or roof of the Shopping Center, as the case may be, or below the floor level of the Leased Premises.

EXHIBIT F

**HVAC CHARGE SCHEDULE
ALL TENANTS
Natick Mall
NATICK, MASSACHUSETTS**

I. GENERAL

The charges described in this EXHIBIT F shall be deemed a portion of the Environmental Charges for purposes of ARTICLE 16 and shall be deemed additional rental under this Lease. The methods of computation and the factors and assumptions contained herein are subject to periodic adjustment and modification by Landlord in order to more accurately reflect changing operating conditions including, without limitation, changes in applicable codes, statutes, laws, ordinances and regulations.

As part of Tenant's plan submittal, Tenant shall provide to Landlord a complete description of all electrical, natural gas, water and sewer devices and equipment serving the Leased Premises. Such description shall include detailed specifications for such devices and equipment including, without limitation, the quantities and capacities.

II. ENVIRONMENTAL CHARGE FOR HEATING, VENTILATION, AIR CONDITIONING (the "HVAC Environmental Charge")

A. CHARGE FOR LANDLORD PROVIDED HVAC EQUIPMENT, MAINTENANCE AND NON-ENERGY OPERATION EXPENSES

Tenant shall be obligated to pay a HVAC Equipment, Maintenance and Non-Energy Operation Charge in the amount of \$4.89 per square foot of the Leased Premises, subject to an increase in the amount of 4% each January 1 following the Opening Date. This charge is for the cost and expense of the Landlord provided HVAC system to the Leased Premises, together with its repairs and maintenance, materials and supplies, wages and other compensation (including supervisory personnel), Workers' Compensation, payroll taxes and compressor or boiler insurance and all other non-energy costs or expenses. As Tenant's payments due hereunder are predetermined and not subject to adjustment except as expressly provided herein, Tenant shall have no express or implied right to examine, inspect or audit Landlord's records pertaining to the HVAC Equipment, Maintenance and Non-Energy Operation Expenses.

B. LANDLORD PROVIDED HVAC SYSTEM ENERGY EXPENSE

1. Tenant shall also pay its share of the energy expenses necessary to operate the Landlord provided HVAC System. Landlord's engineer shall calculate Tenant's share of the HVAC System Energy Expense based on the anticipated cooling load required for the Leased Premises based upon Tenant's Plans. The calculation may be further adjusted to the extent Tenant varies the temperature of the Leased Premises from the standard Shopping Center temperature set point or otherwise modifies the Leased Premises such that the cooling load might be affected.
2. Tenant's share of HVAC System Energy Expense shall be computed by multiplying the applicable energy expenses and costs incurred by Landlord in connection with operating the Landlord provided HVAC System (i.e., electricity, natural gas, water, steam and sewer (as the case may be)), by a fraction, the numerator of which shall be Tenant's relative cooling load factor, and the denominator of which shall be the total of all relative cooling load factors for non-Anchor spaces in the Shopping Center which are leased, open and operating, and which utilize the corresponding Landlord provided HVAC system.
3. Prior to Tenant adding or removing equipment or devices or otherwise modifying the Leased Premises to either increase or decrease usage of HVAC services, or modifying its hours of operations, Tenant shall notify Landlord of such modification or change in writing and shall provide Landlord's engineer with a detailed description of the change or modification. Landlord's engineer shall then recalculate the Tenant's cooling load factor. The revised HVAC load factor shall become effective as of the date the modifications or changes are made. Landlord, at Landlord's Option, may elect to check Tenant's consumption of HVAC services from time to time and adjust the HVAC load factor accordingly.

C. TENANT SUPPLIED HVAC

For Leased Premises for which Tenant supplies its own HVAC services, the provisions of Lease EXHIBIT C and Lease ARTICLE 16 shall apply (in lieu of paragraphs A & B above), and Tenant shall be responsible for all costs and expenses relating to Tenant's own HVAC services.

EXHIBIT F-C

OPERATIONAL REQUIREMENTS

FOOD COURT TENANTS

Natick Mall

Natick, MASSACHUSETTS

This EXHIBIT FC sets out information for the operational requirements of food court tenants. The Leased Premises are located in the area of the Shopping Center identified as the "Food Court".

A. COMMON SEATING AREA

1. Landlord shall furnish, install and maintain a common seating area within the Food Court area. Landlord reserves the right to make changes from time to time to the physical size, shape or location of the common seating area, or in the number, type and style of any furnishings, equipment, fixtures, accessories or other property in the common seating area.
2. Landlord shall furnish and supervise personnel to clean the furnishings, equipment, fixtures, accessories, floors and walls of the common seating area.

B. DISPOSABLE PAPER GOODS

For the purposes of presentation of food and beverages to the public, Tenant agrees to use only disposable paper goods and utensils, including but not limited to, cups, wrap materials, plates, trays, boats, straws, bags, napkins, spoons, forks, knives and stir sticks. Landlord may develop a uniform design for the use of trays and all disposable goods in the operation of the Food Court. Tenant is not required to purchase these goods from Landlord, however, Landlord may provide a local source of supply and make the goods available to Tenant. Tenant may contract with its own source for these goods, provided that the goods meet the Landlord's requirements.

C. EMPLOYEE DRESS AND CONDUCT

Tenant's employees shall present a clean and well-groomed appearance, and wear and maintain standard uniforms, the color and style of which may be determined by Tenant. Tenant is responsible for making arrangements with its employees regarding the purchase and maintenance of uniforms. Tenant shall require the standard uniform to be worn by all of its employees while they are in the Leased Premises. Landlord may, at any time, direct Tenant to require any of its employees not so attired to immediately conform to the requirements of this paragraph or leave the Leased Premises.

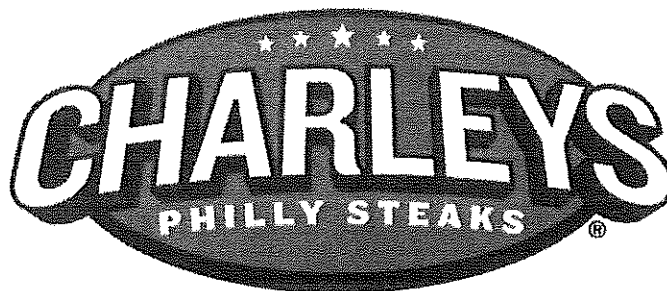
D. CONDUCT OF BUSINESS

In view of the special nature of the obligations involved in selling food and beverage items to be consumed by the public, Tenant acknowledges its special responsibility to display the highest degree of care in carrying out all covenants of this Lease. Tenant shall obtain and prominently display in a location approved by Landlord all permits for the sale of food and beverages as may be required by all governing bodies having jurisdiction over Tenant's operation in the Leased Premises.

E. GENERAL

1. Landlord shall have absolute and unconditional approval and control of all visual and aesthetic elements in the Food Court and the common seating area.
2. Tenant shall offer for sale each of the enumerated food items in Section 1.03 and any failure to sell any of the items in Section 1.03 without Landlord's specific written approval shall constitute a default of this Lease, upon which Landlord shall the right to terminate this Lease.

#2044



**CHARLEYS PHILLY STEAKS
RESTAURANT FRANCHISE AGREEMENT**

FRANCHISEE

Jae Cho

RESTAURANT LOCATION

Natick Mall

DATE OF AGREEMENT

November 22, 2016

CHARLEYS PHILLY STEAKS RESTAURANT FRANCHISE AGREEMENT

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CHARLEYS PHILLY STEAKS RESTAURANT FRANCHISE AGREEMENT

This Agreement is made as of this 22nd day of November, 2016 (the "Effective Date") by and between **GOSH ENTERPRISES, INC.** ("GEI" or "we"), an Ohio corporation, with its principal place of business located at 2500 Farmers Drive, Suite 140, Columbus, Ohio 43235, and Jae Cho ("Franchisee" or "you"), a(n) individual whose principal address is ~~832 Edgewater Ave., #2, Ridgefield, New Jersey 07657.~~ ^{524 Hillside St FL1}

1. INTRODUCTION.

1.01. Charleys Restaurants. As the result of the expenditure of time, skill, effort and money, we have developed and own a comprehensive system ("System") for developing and operating restaurants, which feature a limited menu of fresh grilled subs and such other menu items as we may authorize from time to time that operate under the Charleys Philly Steaks® mark (collectively "Charleys Restaurants"). We identify the System by means of the "Charleys" and "Charleys Philly Steaks" names and marks and certain other names, marks, logos, insignias, slogans, emblems, symbols, designs, indicia of origin, trade dress and distinctive interior designs, layouts and color schemes (collectively, the "Marks") that we have designated, or may in the future designate, for use with the System.

The distinguishing characteristics of our System include, without limitation: the Marks, equipment, ingredients, recipes, methods of preparation and specifications for authorized food products, methods of inventory control and certain operational and business standards and policies, all of which we may improve, further develop or otherwise modify from time to time.

You understand and acknowledge the importance of our high and uniform standards of quality, operations and service and the necessity of developing and operating Charleys Restaurants in strict conformity with this Agreement and with our confidential operations manual (the "Operations Manual")

1.02. Your Acknowledgments. You have read this Agreement and the Charleys Restaurant franchise disclosure document ("Disclosure Document"). You understand the terms of this Agreement and accept them as being reasonably necessary to maintain the uniformity of our high quality standards at all Charleys Restaurants in order to protect the goodwill of the Marks and the integrity of the System. You have conducted an independent investigation of the business contemplated by this Agreement and recognize that the restaurant industry is highly competitive, with constantly changing market conditions. You recognize that the nature of Charleys Restaurants may change over time, that an investment in a Charleys Restaurant involves business risks and that the success of the venture is largely dependent on your own business abilities, efforts and financial resources. You have not received or relied on any guaranty or assurance, express or implied, as to the revenues, profits or success of the business venture contemplated by this Agreement.

1.03. Your Representations. You, and each person or entity that has a direct or indirect legal or beneficial ownership interest in you, if you are a business corporation, partnership, limited liability company or other legal entity ("Owner"), if applicable, represent and warrant to us, that: (a) neither you nor any of your Owners has made any untrue statement of any material fact or has omitted to state any material fact in obtaining

the rights granted hereunder; (b) neither you nor any of your Owners has any direct or indirect legal or beneficial interest in any business that may be deemed a Competitive Business (as defined in Section 7.02), except as otherwise completely and accurately disclosed in your franchise application; and (c) the execution and performance of this Agreement will not violate any other agreement to which you or of any of your Owners may be bound. You recognize that we have approved your franchise application in reliance on all of the statements you and your Owners have made in connection therewith.

2. GRANT OF RIGHTS.

2.01. Grant of Franchise. Subject to the terms of this Agreement, we grant to you the right, and you assume the obligation, to operate a franchised Charleys Restaurant (the "Restaurant") at the location identified in Exhibit B (the "Premises") and to use the System solely in connection therewith, for a term of 10 years, starting on the Effective Date (the "Term"). You may not conduct the business of the Restaurant or use the System at any site other than the Premises, or relocate the Restaurant, without our consent.

2.02. Our Reservation of Rights. Except as otherwise expressly provided in this Agreement, we and all of our Affiliates (and our respective successors and assigns, by purchase, merger, consolidation or otherwise) retain all of our rights and discretion with respect to the Marks, the System and Charleys Restaurants anywhere in the world, and the right to engage in any business whatsoever, including the right to: (a) operate, and grant to others the right to operate, Charleys Restaurants at such locations and on such terms and conditions as we deem appropriate (you acknowledge that such Charleys Restaurants may be in direct competition with your Restaurant, without regard to any adverse effects of such activities on your Restaurant and without any obligation or liability to you); (b) sell any products or services under the Marks or under any other trademarks, service marks or trade dress, through other channels of distribution; and (c) operate, and grant to others the right to operate, restaurants identified by trademarks, service marks or trade dress, other than the Marks, pursuant to such terms and conditions as we deem appropriate. You acknowledge and agree that your rights hereunder are non-exclusive. You waive, to the fullest extent permitted under applicable law, all claims, demands, or causes of action arising from or relating to any of the foregoing activities by us or any of our Affiliates.

2.03. Definition of "Affiliate" In this Agreement, an "Affiliate" is any person or entity that directly or indirectly owns or controls the referenced party, that is directly or indirectly owned or controlled by the referenced party, or that is under common control with the referenced party. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

2.04. Area Representative Program. You acknowledge and agree that we may implement an area representative program on such terms and conditions we deem appropriate from time to time, pursuant to which we may, effective on notice to you, delegate to one or more area representatives any or all of our obligations hereunder, provided (a) we shall remain responsible and liable for performance of any such obligations, and (b) any such area representatives shall be intended third-party beneficiaries of any and all of your covenants and agreements hereunder that we deem appropriate in connection therewith. We may discontinue the area representative program at any time, and we may

replace an area representative responsible for your Restaurant at any time effective on notice to you.

3. DEVELOPMENT OF THE RESTAURANT.

3.01. Selection of Premises. If the Premises have not been identified in Exhibit B as of the Effective Date, we will provide you with our standard site selection criteria and on-site evaluations as we deem appropriate. You agree to submit to us for acceptance, within one hundred eighty (180) days after the Effective Date (the "Site Selection Period") and in accordance with our requirements and procedures, a complete site application form for the Charleys Restaurant that you propose to operate and that you in good faith believe to conform to our standard site selection criteria. In considering whether to accept your proposed location, we will consider such factors as we deem relevant, including general location, neighborhood and distance to any other Charleys Restaurant, and whether the proposed premises meet our size and configuration standards and requirements. Upon acceptance of a proposed location (and confirmation that you have leased, subleased or purchased the location in accordance with the applicable provisions of Section 3.03), Exhibit B will be completed and signed by both parties, and the location identified in Exhibit B will be deemed the "Premises".

If you and we are unable to mutually agree on an acceptable location for your Charleys Restaurant during the Site Selection Period or if you fail to lease, sublease or purchase the accepted location for your Charleys Restaurant within 30 days after we accept the Premises, either party has the right to terminate this Agreement, effective upon notice. We may, in our sole discretion and at your request, grant one or more extensions to the Site Selection Period and charge you extension fees in connection therewith.

3.02. Site Acceptance Disclaimer. Neither our proposal nor acceptance of the Premises nor any information communicated to you regarding our standard site selection criteria for Charleys Restaurants constitutes a warranty or representation of any kind, express or implied, as to the suitability of the Premises for a Charleys Restaurant or for any other purpose. Our proposal or acceptance of the Premises merely signifies that we are willing to grant a franchise for a Charleys Restaurant at that location. Your decision to develop and operate a Charleys Restaurant at the Premises is based solely on your own independent investigation of the suitability of the Premises for a Charleys Restaurant. In consideration of our proposal or acceptance of the Premises, you and each of your Owners release us, and our Affiliates, officers, directors, employees and agents (including any area representatives) from any and all losses, damages and liability arising from or in connection with the selection and/or acceptance of the Premises for development as a Charleys Restaurant.

3.03. Purchase or Lease of Premises. You must lease, sublease or purchase the Premises within 30 days of the Effective Date or within 30 days after the date that we accepted the Premises in accordance with Section 3.01 if the Premises was not identified in Exhibit B as of the Effective Date. We may provide you guidance with respect to leasing or subleasing the Premises as we deem appropriate. We have the right to approve the terms of any lease, sublease or purchase contract for the Premises, and you agree to deliver a copy to us for our approval before you sign it.

You agree that any lease or sublease for the Premises must, in form and substance satisfactory to us: (a) provide for notice to us of your default under the lease or sublease and an opportunity for us to cure such default; (b) require the lessor or sublessor to disclose to us, on our request, sales and other information furnished by you; (c) give us the right on any termination or expiration (without renewing the franchise) of this Agreement to assume the lease or sublease without the lessor's or sublessor's consent; (d) give us and our agents the right to enter the Premises to make any modifications to the decor of the Premises to protect our rights to the Marks; (e) provide that the lessor and/or sublessor relinquishes to us, on any termination or expiration (without renewing the franchise) of this Agreement, any lien or other ownership interest, whether by operation of law or otherwise, in and to any tangible property, including outdoor signage, that embodies any of the Marks; and (f) require that the lessor and/or sublessor acknowledges that we have no liability or obligation whatsoever under the lease or sublease until and unless we assume the lease or sublease on termination or expiration of this Agreement.

You may not execute a lease, sublease or purchase contract or any modification thereof for the Premises without our approval. Our approval of the lease, sublease or purchase contract does not constitute a warranty or representation of any kind, express or implied, as to its fairness or suitability or as to your ability to comply with its terms. We do not, by virtue of approving the lease, sublease or purchase contract, assume any liability or responsibility to you or to any third parties. You must deliver a copy of the fully signed lease, sublease or purchase contract to us within 5 days after its execution. If you or one of your Affiliates at any time owns the Premises, you must immediately notify us and we may require that you or such Affiliate enter into a lease with us at commercially reasonable rates for a term equal to the Term, and we will sublease the Premises to you on the same terms as the prime lease.

3.04. Development of the Premises. You are responsible for developing the Restaurant, for all expenses associated with it and for compliance with the requirements of any applicable federal, state or local law, code or regulation, including those concerning the Americans with Disabilities Act ("ADA") or similar rules governing public accommodations for persons with disabilities.

We will furnish you with the prototype plans for a Charleys Restaurant. The prototype plans are to be used as a guideline for your use in developing a final set of plans for construction of the Restaurant. You may modify those prototype plans only as required to insure that the plans and all specifications comply with all applicable federal, state and local laws, codes and regulations, ordinances, building codes and permit requirements and any lease requirements and restrictions. If you are developing a free standing location, you may not make modifications to the dimensions or the exterior design of the building for the Restaurant. You must engage the services of an architect that has been approved by us for the planning and design of the Restaurant and submit all modified plans and specifications to us for our approval before starting to develop the Premises. Our review and approval of your plans are not designed to assess compliance with federal, state or local laws and regulations, including the ADA, as compliance with such laws is your sole responsibility. At our request, you must submit all revised or "as built" plans and specifications. All development must be in accordance with the plans and specifications we have approved and must comply with all applicable laws, ordinances and local rules and regulations.

We will furnish such guidance to you in developing the Premises as we deem appropriate. We may periodically inspect the Premises during its development. We do not, by providing a list of approved architects, approving your plans or specifications or inspecting the Premises, assume any liability or responsibility to you or to any third parties. Such approvals and inspections shall be solely for the purpose of assuring compliance with our standards and shall not be construed as any express or implied representation or warranty that your Restaurant complies with any applicable laws, codes or regulations (including the ADA or any other federal, state, or local law or ordinance regulating standards for the access to, use of, or modifications of buildings for any by persons whose disabilities are protected by law) or that the construction thereof is sound or free from defects. All prototype plans and other plans and specifications for the Restaurant shall be our sole and exclusive property, and you may claim no interest therein.

You must start construction or renovation of the Restaurant within 90 days after you have leased, subleased or acquired the Premises. You must complete construction or renovation of the Restaurant within 90 days after the start of construction or renovation. You must open the Restaurant within 30 days after the date construction or renovation is completed. Any extensions of time are subject to our approval, which we may withhold at our discretion.

The requirement to complete construction or renovation of the Restaurant includes obtaining all required construction and occupancy licenses and permits, developing the Premises (including all outdoor features and landscaping of the Premises, if applicable), installing all required fixtures, furnishings, equipment and signs, and doing all other things as may be required pursuant to this Agreement or by practical necessity to have the Restaurant ready to open for business. You may not open the Restaurant for business until we have notified you that the Restaurant meets our requirements for opening, including payment in full of the initial franchise fee and all other amounts then owing to us, successful completion of our initial training program, and our receipt of your certificates of insurance in compliance with Section 9.07.

3.05. Equipment, Furniture, Fixtures and Signs. You agree to purchase or lease all required equipment, furnishings, fixtures and signs for the Restaurant. You agree to purchase or lease only such types, brands and models of fixtures, furniture, equipment, signs and supplies which we approve for Charleys Restaurants as meeting our standards and specifications, including standards and specifications for quality, design, warranties, appearance, function and performance. You may purchase or lease approved types, brands or models of fixtures, furniture, equipment, signs and supplies only from suppliers approved by us (including us and any of our Affiliates). From time to time, we may modify the list of approved types, brands, models and/or suppliers, and you may not, after receipt of notice of such modification, reorder any type, brand or model, or from any supplier, which is no longer approved.

If you propose to purchase any fixtures, furniture, equipment, signs or supplies of a type, brand or model, or from a supplier, that we have not previously approved, you must notify us and submit to us such information as we may request. We may impose reasonable inspection and supervision fees on approved suppliers to cover our costs.

3.06. Opening Assistance. If you (or your Operating Partner as defined in Section 8.03) have not previously owned or managed a Charleys Restaurant, we will provide you with such opening assistance as we deem appropriate to assist you in starting your operations, including on-site opening assistance for not more than 7 days, as scheduled by us.

4. TRAINING AND GUIDANCE.

4.01. Initial and Ongoing Training Programs. If you (or your Operating Partner) or any of your managers of the Restaurant have not previously completed to our satisfaction our initial training program, then prior to opening the Restaurant, you (or your Operating Partner) and all such managers, as applicable, must attend and successfully complete an initial training program on the operation of a Charleys Restaurant at such time(s) and place(s) as we designate. As of the Effective Date, our initial training program is held in Columbus, Ohio. At least two (2) persons, including you (or your Operating Partner), must have completed to our satisfaction our initial training program or we may terminate this Agreement. You will be responsible for all compensation and expenses (including travel, meals and lodging) incurred by you and your personnel in attending any training programs. You must immediately replace any manager who fails to successfully complete any training program or who otherwise is not qualified to manage a Charleys Restaurant.

We may require you (or your Operating Partner) and your employees to attend and successfully complete other training courses, quality assurance programs, conferences (including annual conferences) and seminars at such locations as we may designate ("Ongoing Training"). You will pay the then-current fee for any Ongoing Training and will be responsible for all expenses incurred by your participants (including, but not limited to, travel, meals, lodging and wages or salaries and benefits). We reserve the right to impose a fee for your failure to attend Ongoing Training.

4.02. On-Going Guidance. We will furnish you periodic guidance with respect to the System, including improvements and changes to the System. Such guidance, at our discretion, will be furnished in the form of the Operations Manual, bulletins and other written materials, consultations by telephone or in person at our offices or at the Restaurant, or by any other means of communications. At your request, we may provide special assistance for which you will be required to pay the per diem fees and charges we may establish from time to time.

4.03. Operations Manual. We will provide access to our Operations Manual, as amended from time to time, which may consist of one or more manuals, containing our mandatory and suggested standards, specifications and operating procedures relating to the development and operation of Charleys Restaurants and other information relating to your obligations under this Agreement. The term "Operations Manual" also includes alternative or supplemental means of communicating such information by other media which specifically reference that they are to be considered part of the Operations Manual, including bulletins, e-mails, limited access intranet sites, DVDs, videotapes, audio tapes, compact discs, computer diskettes, CDs and other electronic media. You agree to comply fully with all mandatory standards, specifications and operating procedures and other obligations contained in the Operations Manual. We may modify the Operations Manual

from time to time to reflect changes in standards, specifications and operating procedures, provided no addition or modification may alter your fundamental status and rights under this Agreement. If a dispute develops relating to the contents of the Operations Manual, our master copy will be controlling. The Operations Manual contains Confidential Information, as defined in Section 7.01 and you agree not to copy any part of the Operations Manual or to allow unauthorized persons access to the Operations Manual.

5. TRADEMARKS.

5.01. Ownership of the Marks. You acknowledge that we own the Marks. Your right to use the Marks is derived solely from this Agreement and is limited to conducting business pursuant to and in compliance with this Agreement. Your unauthorized use of any of the Marks constitutes a breach of this Agreement and an infringement of our rights to the Marks. This Agreement does not confer on you any goodwill or other interests in the Marks. Your use of the Marks and any goodwill established thereby inures to our exclusive benefit. All provisions of this Agreement applicable to the Marks apply to any additional or substitute trademarks, service marks and trade dress we authorize you to use. You may not at any time during or after the Term contest, or assist any other person in contesting, the validity or ownership of any of the Marks.

5.02. Use of the Marks. You agree to use the Marks as the sole identification of the Restaurant, provided you identify yourself as the independent owner thereof in the manner we prescribe. You agree to use the Marks as we prescribe in connection with the sale of authorized food products, beverages and services. You may not use any Mark (or any abbreviation, modification or colorable imitation) as part of any corporate or other entity name or in any other manner (including as an electronic media identifier, such as a Web site, Web page, domain name, meta-tag, download, application, posting, social networking profile, directory listing, screen name, anonymous name, blog, vlog, e-mail account, instant messaging account or texting identity) not expressly authorized by us in writing.

5.03. Discontinuance of Use of Marks. If it becomes advisable at any time for us and/or you to modify or discontinue use of any Mark and/or use one or more additional or substitute trademarks, service marks or trade dress, you agree to comply with our directions within a reasonable time after notice. We will have no liability or obligation whatsoever with respect to any such required modification or discontinuance of any Mark or the promotion of a substitute trademark, service mark or trade dress.

5.04. Notification of Infringements and Claims. You must notify us immediately of any apparent infringement of or challenge to your use of any Mark, or any claim by another person of any rights in any Mark. You may not communicate with any person, other than us and our counsel, in connection with any such infringement, challenge or claim. We will have sole discretion to take such action as we deem appropriate and will have the right to control exclusively any litigation or U.S. Patent and Trademark Office proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Mark. You must sign any and all documents, render such assistance and do such things as may be advisable in the opinion of our counsel to protect our interests in any litigation or U.S. Patent and Trademark Office or other administrative proceeding or otherwise to protect our interests in the Marks.

5.05. Indemnification of Franchisee. We agree to indemnify you against, and to reimburse you for, all damages for which you are held liable in any proceeding arising out of your authorized use of any Mark pursuant to and in compliance with this Agreement and, except as provided herein, for all costs you reasonably incur in defending any such claim brought against you, provided you have timely notified us of such claim and provided further that you and your Owners and Affiliates are in compliance with this Agreement and all other agreements entered into with us or any of our Affiliates. We, at our sole discretion, are entitled to prosecute, defend and/or settle any proceeding arising out of your use of any Mark pursuant to this Agreement, and, if we undertake to prosecute, defend and/or settle any such matter, we have no obligation to indemnify or reimburse you for any fees or disbursements of any legal counsel retained by you.

6. FEES.

6.01. Initial Franchise Fee. Simultaneously with your execution of this Agreement, you agree to pay us an initial franchise fee of \$24,500.00. The initial franchise fee is fully earned by us as of the Effective Date and is not refundable.

6.02. Royalty Fees. You agree to pay us weekly royalty fees equal to the greater of: (a) Three Hundred Dollars (\$300); or (b) six percent (6%) of Gross Sales. Royalty fees are payable on or before Thursday of each Week with respect to the Gross Sales incurred during the immediately preceding Week.

We define a "Week" as each 1-week period starting on Monday through the following Sunday, subject to change by us. The first Week each year shall conform to the start of our Fiscal Year for that year. A "Fiscal Year" is the fiscal year that we may determine from time to time. As of the Effective Date, our Fiscal Year consists of weekly periods ending on the Monday closest to March 31st each year.

"Gross Sales" includes the aggregate amount of all sales of food, beverages and other products sold and services rendered at the Premises or otherwise rendered in connection with the Restaurant, including monies derived from sales at or away from the Restaurant, whether for cash or credit, but excluding: (1) all federal, state or municipal sales or service taxes collected from customers and paid to the appropriate taxing authority; and (2) all customer refunds and adjustments and promotional discounts.

6.03. Miscellaneous Administrative Fees. You agree to pay us such miscellaneous administrative fees in such amounts as we may establish from time to time. The amounts of such fees shall be reasonably determined by us and may include recovery of our direct costs as well as reasonable allocations of overhead and indirect costs, and shall be charged on the same basis as for substantially all other franchised Charleys Restaurants in the U.S. or the applicable geographical area.

6.04. Designated Account. Prior to the opening of your Restaurant, and as a condition thereof, you shall establish a designated bank account from which we shall be authorized to withdraw in any manner which we prescribe (including electronic transfer of funds), any amounts due to us or our Affiliates from you under this Agreement, including royalty fees. You agree not to close the account (or allow the account to be closed) without first opening and notifying us of an alternate account, nor to terminate any direct debit

authorization from the account without a replacement authorization approved by us. You authorize us to initiate debit entries and/or credit entries to the account for payments of royalty fees and other amounts payable under this Agreement. We have the right to review your Gross Sales on a periodic basis, including a daily basis. Prior to the weekly payment date of royalty fees, we shall calculate the royalty fee due for the immediately preceding Week and withdraw such amount and any other amounts due under this Agreement, including any advertising and marketing fees set forth under Section 10 directly from the designated account. All costs and expenses of establishing and maintaining such designated account, including transaction fees and funds transfer fees, shall be paid by you. If we have not been able to access your Gross Sales, or to have received weekly reports of Gross Sales from you, then we may debit the account in an estimated amount based on prior reports of Gross Sales.

6.05. Late Charges and Interest On Late Payments. All payments of royalty fees and other periodic fees payable each Week shall be due and payable on, and must be received by us, by Thursday of the immediately following Week. Any payment or report not actually received by us on or before such date shall be deemed overdue. If any payment is overdue, you shall pay to us, in addition to the overdue amount, a late fee (in such amount as we may determine from time to time) and/or interest on such amount from the date it was due until paid, at a rate which is the lesser of twelve percent (12%) per annum or the maximum rate permitted by law. You also agree to maintain at all times sufficient funds in such designated bank accounts for such withdrawals as provided in Section 6.04. If sufficient funds are not available in the designated bank account at the time of an electronic transfer to pay fees that are due us or our Affiliates, we have the right to collect a service fee, subject to applicable law. Entitlement to such interest and service fee shall be in addition to any other remedies we may have. Your failure to have sufficient funds available in the designated account in an amount equal to any amount then due or your failure to pay all amounts when due, constitutes grounds for termination of this Agreement, as provided in Section 14.

6.06. Application of Payments. We may apply any payments by you to any of your past due indebtedness for royalty fees, Marketing Fund contributions or any other indebtedness to us or any of our Affiliates, notwithstanding any designation by you.

6.07. Collection Costs and Expenses. You agree to pay us on demand any and all costs and expenses incurred by us in enforcing the terms of this Agreement, including, without limitation, collecting any monies owed by you to us. These costs and expenses include, but are not limited to, cost and commissions due a collection agency, reasonable attorneys' fees, costs incurred in creating or replicating reports demonstrating Gross Sales of your Restaurant, court costs, expert witness fees, discovery costs and reasonable attorneys' fees and costs on appeal, together with interest charges on all of the foregoing.

7. RESTRICTIVE COVENANTS

7.01. Confidential Information. We will disclose parts of our Confidential Information to you solely for your use in the operation of the Restaurant. "Confidential Information" includes our proprietary and confidential information relating to the development and operation of Charleys Restaurants, including: (a) ingredients, recipes, and methods of preparation and presentation of authorized foods products; (b) site selection

criteria for Charleys Restaurants and plans and specifications for the development of Charleys Restaurants; (c) sales, marketing and advertising programs and techniques for Charleys Restaurants; (d) identity of suppliers and knowledge of specifications and pricing for authorized food products, materials, supplies and equipment; (e) knowledge of operating results and financial performance of Charleys Restaurants, other than the Restaurant and other Charleys Restaurants you own; (f) methods of inventory control, storage, product handling, training and management relating to Charleys Restaurants; (g) computer systems and software programs; and (h) any and all other information we provide you that is designated orally or in writing as proprietary or confidential or by its nature would reasonably be understood to be proprietary or confidential, regardless whether such information is specifically designated as proprietary or confidential.

The Confidential Information is proprietary and includes our trade secrets. During the Term and thereafter: (1) you may not use the Confidential Information in any other business or capacity (you acknowledge such use is an unfair method of competition); (2) you must exert your best efforts to maintain the confidentiality of the Confidential Information; (3) you may not make unauthorized copies of any portion of the Confidential Information disclosed in written, electronic or other form; and (4) you must implement all reasonable procedures we prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information, including the use of nondisclosure agreements (in form and substance satisfactory to us) with your officers, directors, managers and assistant managers and the delivery of such agreements to us.

7.02. In-Term Covenants. During the Term, neither you nor any of your Owners may, without our prior consent (which consent may be withheld for any reason or no reason): (a) directly or indirectly (such as through members of your or their Immediate Families, which includes a spouse, parents, siblings and adult children, whether natural or adopted) own any legal or beneficial interest in, or render services or give advice to: (1) any Competitive Business located anywhere; or (2) any entity located anywhere which grants franchises, licenses or other interests to others to operate any Competitive Business; or (b) divert or attempt to divert any business or customer of Charleys Restaurants to any competitor or do anything injurious or prejudicial to the goodwill associated with the Marks or the System.

A "Competitive Business" is any fast food, quick-service, or fast casual restaurant: (a) featuring submarine sandwiches or other food items now or in the future featured by Charleys Restaurants; (b) offering and selling submarine sandwiches and for which the sale of such sandwiches constitutes ten percent (10%) or more of its sales (or such sales from a single location constitute 10% or more of the total sales of that location) during any calendar quarter or calendar year; or (c) any other business that is the same as or similar to the Charleys Restaurant concept, as it evolves or changes over time. Restrictions in this Agreement on competitive activities do not apply to: (1) the ownership or operation of other Charleys Restaurants that are licensed or franchised by us or any of our Affiliates; or (2) the ownership of shares of a class of securities that are listed on a stock exchange or traded on the over the counter market and that represent less than five percent (5%) of that class of securities.

7.03. Post-Term Covenants. For a period of 2 years, starting on the effective date of the termination or expiration (without renewing the franchise) of this Agreement,

neither you nor any of your Owners may directly or indirectly (such as through members of your or their Immediate Families) own any legal or beneficial interest in, or render services or give advice to: (a) any Competitive Business operating at the Premises or within a 3-mile radius of the Premises; (b) any Competitive Business operating within a 3-mile radius of any Charleys Restaurant in operation or under construction on the effective date of termination or expiration; or (c) any entity which grants franchises, licenses or other interests to others to operate any Competitive Business.

7.04. Scope of the Covenants. If any part of Section 7.02 or Section 7.03 is found to be unreasonable in time or distance, each month of time or mile of distance may be deemed a separate unit so that the time or distance may be reduced by appropriate order of the court to that deemed reasonable. You and each of your Owners acknowledge that we have a protectable legal interest in the System, customers of Charleys Restaurants and the goodwill associated with the Marks and the non-competition covenants contain in Section 7.01 and Section 7.02 are necessary elements to their protection and are an integral part of this Agreement. You and each of your Owners also expressly acknowledge the possession of skills and abilities of a general nature and the opportunity for exploiting such skills in other ways, so that enforcement of the covenants made in this Section will not deprive any of you of your personal goodwill or ability to earn a living. If you or any of your Owners fail or refuse to abide by any of the foregoing covenants, and we obtain enforcement in a judicial or arbitration proceeding, the obligations under the breached covenant will be tolled during the period(s) of time that the covenant is breached and/or we seek to enforce it, and will continue in effect for a period of time ending 2 years after the date of the order enforcing the covenant.

7.05. Information Exchange. All recipes, processes, ideas, concepts, advertising and promotional materials, website pages and content, methods, techniques or materials used or useful to a quick service restaurant business, whether or not constituting protectable intellectual property (collectively, the "Materials"), that you create, or that are created on your behalf, in connection with the development or operation of your Restaurant must be promptly disclosed to us. If we adopt any of such Materials as part of the System, or deem them to be sufficiently related to us and our business to be considered proprietary, they will be deemed to be our sole and exclusive property and deemed to be Works-made-for-Hire (as such term is defined under Section 101 of the Copyright Act) for us, and to the extent the Materials may for any reason not be considered a Work-made-for-Hire, you irrevocably convey, grant, transfer and assign to us all right, title and interest which you may have now or in the future in and to the Materials. You agree to sign whatever assignment or other documents we request, during and after the Term, to evidence our ownership or to assist us in securing intellectual property rights in the Materials, and you warrant that you will obtain all rights from any third party acting on your behalf to comply with this provision.

8. YOUR ORGANIZATION AND MANAGEMENT

8.01. Organizational Documents. If you are, or at any time become, a business corporation, partnership, limited liability company or other legal entity, you and each of your Owners represent, warrant and agree that: (a) you are duly organized and validly existing under the laws of the state of your organization, and, if a foreign business corporation, partnership, limited liability company or other legal entity, you are duly

qualified to transact business in the state in which the Restaurant is located; (b) you have the authority to execute and deliver this Agreement and to perform your obligations hereunder; (c) true and complete copies of the articles of incorporation, partnership agreement, bylaws, subscription agreements, buy-sell agreements, voting trust agreements and all other documents relating to your ownership, organization, capitalization, management and control have been delivered to us and all amendments thereto shall be promptly delivered to us; (d) your activities are restricted to those necessary solely for the development, ownership and operation of Charleys Restaurants in accordance with this Agreement and in accordance with any other agreements entered into with us or any of our Affiliates; (e) the articles of incorporation, partnership agreement or other organizational documents recite that the issuance, transfer or pledge of any direct or indirect legal or beneficial ownership interest is restricted by the terms of this Agreement; and (f) all certificates representing direct or indirect legal or beneficial ownership interests now or hereafter issued must bear a legend in conformity with applicable law reciting or referring to such restrictions.

8.02. Disclosure of Ownership Interests. You and each of your Owners represents, warrants and agrees that Exhibit A is current, complete and accurate. You agree that updated Exhibits A will be furnished promptly to us, so that Exhibit A (as so revised and signed by you) is at all times current, complete and accurate. Each person who is or becomes an Owner must execute a personal guaranty or agreement in form as we prescribe, the current form of which is attached as Exhibit C, undertaking to be bound jointly and severally by the terms of this Agreement. Each Owner must be an individual acting in his or her individual capacity, unless we waive this requirement.

8.03. Operating Partner/Management of Business. If you are, or at any time become, a business corporation, partnership, limited liability company or other legal entity, you must designate in Exhibit A as the "Operating Partner" an individual approved by us who must: (a) own and control, or have the right to own and control (subject to conditions reasonably acceptable to us), not less than 10% of your equity and voting rights; (b) have the authority to bind you regarding all operational decisions with respect to the Restaurant; and (c) have completed our training program to our satisfaction.

You (or your Operating Partner): (a) shall exert your full-time and best efforts to the development and operation of the Restaurant and all other Charleys Restaurants you own; and (b) may not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitments or otherwise may conflict with your obligations hereunder. The Restaurant at all times must be managed by you (or your Operating Partner) or by a manager who has completed our training program to our satisfaction.

9. RESTAURANT OPERATING STANDARDS.

9.01. Condition of Restaurant. You must maintain the Restaurant's condition and appearance so that it is attractive, clean and efficiently operated. You agree to maintain the Restaurant's condition and appearance and to make such modifications and additions to its layout, decor, and general theme as we require from time to time, including replacement of worn-out or obsolete fixtures, equipment, furniture, signs and utensils, repair of the interior and exterior and appurtenant drive-thru and parking areas and periodic cleaning

and redecorating. If at any time the general state of repair, appearance or cleanliness of the Restaurant or its fixtures, equipment, furniture, signs or utensils, does not meet our standards, we may notify you and specify the action you must take to correct such deficiency. If, within 10 days after receiving such notice, you fail or refuse to initiate and thereafter continue in good faith and with due diligence a bona fide program to complete such required maintenance, we have the right (in addition to our rights under Section 14), but not the obligation, to enter the Premises and do such maintenance on your behalf and at your expense. You must promptly reimburse us for such expenses.

You must periodically upgrade and/or remodel the Restaurant pursuant to our plans and specifications, provided, however, we will not require substantial remodeling more often than every 5 years during the Term.

If the Restaurant is damaged or destroyed by fire or other casualty, you must initiate within 30 days (and continue until completion) all repairs or reconstruction to restore the Restaurant to its original condition. If, in our reasonable judgment, the damage or destruction is of such a nature that it is feasible, without incurring substantial additional costs, to repair or reconstruct the Restaurant in accordance with the then standard Charleys Restaurant layout and decor specifications, we may require you to repair or reconstruct the Restaurant in accordance with those specifications.

You may not make any alterations to the Restaurant, nor any replacements, relocations or alterations of fixtures, equipment, furniture or signs, without our approval. We have the right at your expense to rectify any replacements, relocations or alterations not previously approved by us.

9.02. Uniform Image. You agree that the Restaurant will offer for sale food, beverages and other products and services that we determine from time to time to be appropriate for the Restaurant. You further agree that the Restaurant will not, without our approval, offer any products or services (including promotional items) not then authorized by us. The Restaurant may not be used for any purpose other than the operation of a Charleys Restaurant in compliance with this Agreement. You agree that the Restaurant will offer courteous and efficient service and a pleasant ambiance.

9.03. Products and Services. You acknowledge that the reputation and goodwill of Charleys Restaurants is based on, and can be maintained only by, the sale of distinctive high quality products and services. Therefore, you agree that the Restaurant will use and/or offer for sale only food products, beverages, ingredients, uniforms, packaging materials, menus, forms, labels and other supplies and other products and services that conform to our specifications and quality standards and/or are purchased from suppliers we approve (which may include us and/or any of our Affiliates). We may modify the list of approved brands and/or suppliers. After notice of such modification, you may not reorder any brand or from any supplier which is no longer approved.

If you propose to use any brand and/or supplier which is not then approved by us, you must first notify us and submit sufficient information, specifications and samples concerning such brand and/or supplier so that we can decide whether such brand complies with our specifications and standards and/or such supplier meets our approved supplier criteria. We have the right to charge reasonable fees to cover our costs. We will notify you

of our decision within a reasonable period of time. We may prescribe procedures for the submission of requests for approval and impose obligations on suppliers, which we may require to be incorporated in a written agreement. We may impose limits on the number of suppliers and/or brands for any of the foregoing items.

Subject to the provisions contained in this Section 9.03, you acknowledge and agree that (i) we and/or our Affiliates may receive payments, fees, commission or reimbursements from suppliers and third parties in respect to such purchases, (ii) we and/or our Affiliates may have investments in such suppliers, and (iii) we and/or our Affiliates may profit from your purchases from approved suppliers.

You must maintain at all times an inventory of approved food products, beverages, ingredients and other products sufficient in quantity, quality and variety to realize the Restaurant's full potential.

We may conduct market research to determine consumer trends and salability of new food products and services. You agree to cooperate by participating in our market research programs, test marketing new food products and services in the Restaurant and providing us timely reports and other relevant information regarding such market research. You must purchase a reasonable quantity of such test products and make a reasonable effort to sell them.

9.04. Specifications and Standards. You acknowledge that each and every aspect of the interior and exterior appearance, layout, decor, services, equipment and operation of the Restaurant is important to us and is subject to our specifications and standards. You agree to comply with all mandatory specifications, standards and operating procedures, as modified from time to time (whether contained in the Operations Manual or any other written communication) relating to the appearance, function, cleanliness or operation of a Charleys Restaurant, including: (a) type, quality, taste, weight, dimensions, ingredients, uniformity, and manner of preparation, packaging and sale of food products and beverages; (b) sales procedures and customer service; (c) advertising and promotional programs; (d) appearance and dress of employees; (e) safety, maintenance, appearance, cleanliness, sanitation, standards of service and operation of the Restaurant; (f) days and hours of operation; and (g) bookkeeping, accounting and record keeping systems and forms.

9.05. Compliance With Laws. You must maintain in force in your name all required licenses, permits and certificates relating to the operation of the Restaurant. You must operate the Restaurant in full compliance with all applicable laws, ordinances and regulations. You must notify us in writing within 5 days after: (a) the commencement of any legal or administrative action, or the issuance of any order of any court, agency or other governmental instrumentality, which may adversely affect the development, occupancy or operation of the Restaurant or your financial condition; or (b) the delivery of any notice of violation or alleged violation of any law, ordinance or regulation, including those relating to health or sanitation at the Restaurant.

All of your advertising and promotion must be completely factual and must conform to the highest standards of ethical advertising. In all dealings with us, as well as your customers, suppliers, lessors and the public, you must adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You agree to refrain from any business

or advertising practice which may be injurious to our business, to the business of other Charleys Restaurants or to the goodwill associated with the Marks.

9.06. Personnel. Except as set forth in the Operations Manual, the Restaurant must at all times be under the direct, on premises supervision of a manager who has completed our training program to our satisfaction and staffed by a sufficient number of competent and properly trained employees. You (or your Operating Partner) at all times must remain active in overseeing the operations of the Restaurant. If the relationship with your Operating Partner terminates, you must promptly hire a successor Operating Partner. Any successor Operating Partner must meet our approval and must successfully complete our training program.

You agree to maintain a competent, conscientious, trained staff in numbers sufficient to promptly service customers, including specified positions and minimum staffing levels that we may establish from time to time in the Operations Manual. You are solely responsible for all employment decisions and functions for the Restaurant, including, without limitation, those related to hiring, firing, remuneration, personnel policies, training, benefits, insurance, compliance with wage and hour requirements, recordkeeping, and the supervision and discipline of employees. You must establish at the Restaurant an employee training program meeting our standards. You may not recruit or hire any person who is an employee of ours or of any Charleys Restaurant operated by us, our Affiliates or another franchisee of ours without obtaining the employer's consent, which consent may be withheld for any reason or no reason.

9.07. Insurance. You are responsible for all loss or damage arising from or related to your development and operation of the Restaurant and all demands or claims with respect to any loss, liability, personal injury, death, property damage or expense occurring upon the premises of, or arising from the development and/or operation of, the Restaurant. You shall maintain in full force and effect throughout the term of this Agreement that insurance that you determine is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of the Restaurant, which shall include, at a minimum, insurance policies of the kinds, and in the amounts, as set forth in the Operations Manual and as specified by your lease or sublease. We, and any entity with an insurable interest that we designate, shall be an additional insured in such policies to the extent each has an insurable interest.

All insurance policies shall be written by an insurance company or companies satisfactory to us, in compliance with the standards, specifications, coverages and limits set forth in the Operations Manual or otherwise provided to you in writing. We may reasonably increase the minimum coverage required and/or require different or additional kinds of insurance to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. We will provide to you written notice of such modifications, and upon receipt, you shall take prompt action to secure the additional coverage or higher policy limits.

No later than 30 days before you begin construction of the Restaurant, and on each insurance policy renewal date thereafter, you must submit to us evidence of satisfactory insurance and proof of payment. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be canceled or materially altered without at

least 30 days' prior written notice to us. Upon our request, you must provide to us copies of any policies and policy amendments and riders.

You acknowledge that no requirement for insurance contained in this Agreement constitutes advice or a representation by us that only such policies, in such amounts, are necessary or adequate to protect you from losses in connection with your business under this Agreement. If you fail or refuse to maintain any required insurance coverage, or to furnish satisfactory evidence thereof, we, at our option and in addition to our other rights and remedies hereunder, may obtain such insurance coverage on your behalf. If we do so, you must fully cooperate with us in our effort to obtain such insurance policies and pay us any costs and premiums we incur.

Your obligation to maintain insurance coverage is not diminished in any manner by reason of any separate insurance we may choose to maintain, nor does it relieve you of your obligations under Section 17.02.

9.08. Programs. You agree to participate in and comply with the terms of all marketing, advertising, operating and quality assurance programs and policies required by us for the System (including, without limitation, any Internet-based or other electronic advertising and marketing conducted and prescribed by us), in the manner directed by us in the Operations Manuals or otherwise in writing. Such programs and policies may include, without limitation, any customer loyalty programs, corporate programs, voucher program, customer satisfaction program and all other programs designated by us that do not violate the laws of the state/locality in which the Restaurant is located. We may also establish and coordinate advertising, marketing and sales programs, customer loyalty programs and other activities among Restaurants, including restaurants owned or operated by our Affiliates, on a local or regional basis and you agree to participate in and comply with such programs and activities on the same basis as other participating Restaurants in the same region as the Restaurant. We reserve the right to impose a fee for your failure to participate in such programs and activities.

10. MARKETING AND ADVERTISING.

10.01. Charleys Marketing Fund. We have established a Charleys marketing fund ("Marketing Fund") for the creation and production of marketing materials and preparation of advertising campaigns. The Marketing Fund shall be administered by us or any successor entity designated by us. You must contribute to the Marketing Fund amounts that we establish from time to time, not to exceed 3% of Gross Sales, which are payable weekly together with the royalty fees due hereunder. Charleys Restaurants that we and our Affiliates own shall contribute to the Marketing Fund on the same basis as comparable franchisees. As of the Effective Date, the contribution rate is 0.25% of Gross Sales.

Although the Marketing Fund is intended to maximize general recognition and patronage of the Marks for the benefit of all Charleys Restaurants, we cannot assure you that any particular Charleys Restaurant will benefit directly or pro-rata from the placement of advertising. Funds contributed to the Marketing Fund may be used to pay for the cost of preparing and producing materials and campaigns we select, including video, audio and written advertising materials, and for the cost of employing advertising agencies, in-house staff and supporting market research activities. We may furnish you with

marketing, advertising and promotional materials at cost, plus any related administrative, shipping, handling and storage charges.

We will account for funds in the Marketing Fund separately from our other funds and will not use these funds to defray any of our general operating expenses, except for reasonable salaries, administrative costs and overhead we may incur in activities related to the administration of the Marketing Fund and its programs, including conducting market research, preparing advertising and marketing materials, travel costs and meeting expenses and collecting and accounting for contributions to the Marketing Fund. All disbursements from the Marketing Fund shall be made first from income and then from contributions. We may spend in any fiscal year an amount greater or less than the aggregate contributions of all Charleys Restaurants to the Marketing Fund in that year, and we may borrow from our affiliates or other lenders to cover deficits in the Marketing Fund or invest any surplus for future use.

We will prepare annually a statement of monies collected and costs incurred by the Marketing Fund and furnish you a copy upon your written request. Except as otherwise expressly provided in this Section, we do not assume any direct or indirect liability or obligation with respect to the maintenance, direction or administration of the Marketing Fund. We do not act as trustee or in any other fiduciary capacity with respect to the Marketing Fund. We have the right to terminate and discontinue the Marketing Fund at any time, effective upon notice.

10.02. Your Advertising. You agree to spend on advertising and promoting the Restaurant such amounts as we establish from time to time, not to exceed 5% of Gross Sales during each of your fiscal quarters. For these purposes, advertising expenditures include: (a) amounts contributed to the Marketing Fund and advertising cooperatives; and (b) amounts spent for advertising media, such as television, radio, newspaper, billboards, posters, direct mail, yellow pages, collateral promotional and novelty items, advertising on public vehicles, such as taxis and buses, and, if not provided by us, the cost of producing approved materials necessary to participate in these media. As part of your ongoing marketing efforts and to build up the goodwill of your Restaurant in your community, we have the right to require you to participate in charitable programs and/or fundraising campaigns (which may include, but are not limited to, the use of donation boxes placed in your Restaurant), all proceeds of which, will be donated or used for charitable purposes. Advertising expenditures do not include amounts spent for items which we, in our reasonable judgment, deem inappropriate for meeting the minimum advertising requirement, including permanent on-premises signs and menu boards, lighting, menus, premiums, discounts, free offers, and employee incentive programs.

You must submit to us for our prior approval, samples of all advertising and promotional materials not prepared or previously approved by us and which vary from our standard advertising and promotional materials. You may not use any advertising or promotional materials that we have disapproved. You may not issue any press or other media releases or other communication regarding the Restaurant without our prior written consent.

We have the right to establish local and/or regional advertising cooperatives for Charleys Restaurants in your local or regional area, covering such geographical areas as we

may designate from time to time. You must participate in such advertising cooperative(s) and their programs (other than price advertising, as to which you may choose not to participate) and abide by its by-laws. You must contribute such amounts to the advertising cooperative(s) as they determine from time to time in accordance with their by-laws. Any Charleys Restaurants owned by us or any of our Affiliates located in such designated local or regional area(s) will contribute to the cooperative(s) on the same basis. Contributions to such local and regional advertising cooperatives are credited toward the 5% advertising expenditures required by this Section; however, if we provide you and your local and/or regional advertising cooperative 90 days' notice of a special regional promotion, you must participate in such promotion and pay to us any regional advertising fees assessed in connection therewith, beginning on the effective date of such notice and continuing until such regional promotion is concluded. Any such special regional advertising fees shall be in addition to, and not credited towards, the 5% advertising expenditure required by this Section.

You agree not to promote, offer or sell any products or services relating to your Restaurant, or to use any of the Marks, through the Internet, any Web site or any other similar future technological avenues without our consent, which consent may be withheld for any reason or no reason. In connection with any such consent, we may establish such requirements as we deem appropriate, including (a) obtaining our prior written approval of any Internet domain name and home page addresses and social networking sites; (b) submission for our approval of all Web site and social networking pages, materials and content; (c) use of all hyperlinks and other links; (d) restrictions on use of any materials (including text, video clips, photographs, images and sound bites) in which any third party has any ownership interest; and (e) obtaining our prior written approval of any modifications.

11. RECORDS AND REPORTS.

11.01. Records. You agree to prepare and to maintain for 5 years complete and accurate books, records (including invoices and records relating to your advertising expenditures) and accounts (using our standard chart of accounts) for the Restaurant, copies of your sales tax returns and such portions of your state and federal income tax returns as relate to the Restaurant. All such books and records shall be kept at the Premises, unless we otherwise approve.

11.02. Computer and Point of Sale Systems. You must purchase or lease, and thereafter maintain, such computer hardware and software including a point of sale system, required dedicated telephone, cable, satellite, wireless and communications capabilities, and power lines, modem(s), printer(s), and other computer-related accessories or peripheral equipment as we approve, for the purpose of, among other functions, recording sales data, customer data and other record keeping and central functions. You must record all sales on point of sale system designated or approved by us. We may require you to use our designated vendors to install your point of sale system at the Restaurant.

Your computer and point of sale systems must be fully compatible with our computer system and include an information interface capability to communicate electronically with our computer system. We have the right to use the data we collect for any purpose, except that we shall not provide financial data to third parties, outside of our

system or network, in such a form that readily identifies the Restaurant, unless we are required to do so by law, regulation, or order. If we require you to use proprietary software, you agree to execute and comply with such software license agreements as we deem necessary to protect our interests, and you agree to pay such license, training, and maintenance fees as we deem reasonably appropriate.

In view of the contemplated interconnection of computer and point of sale systems and the necessity that such systems be compatible with each other, you agree that you will strictly comply with our standards and specifications for all items associated with your computer and point of sale systems, incorporate any software or hardware required to perform the tasks described in this Section 11.02, and otherwise operate your computer and point of sale systems in accordance with our standards and specifications. In addition to other requirements of this Agreement to provide us with information and reports, you agree to provide us with the information that we reasonably require concerning your compliance with respect to data, privacy, and cybersecurity requirements.

To ensure full operational efficiency and optimum communication capability between and among computer systems, point of sale systems, and accounting systems installed by you, us, and other franchisees, you agree, at your expense, to keep your computer and point of sale systems in good maintenance and repair, and, at your expense to promptly install such upgrades, additions, changes, modifications, substitutions, and/or replacements to your computer hardware, software, point of sale system, network/connectivity devices and configurations, payment card industry (PCI) compliance, telephone and other communications systems, and power lines, and other computer-related facilities, as we direct.

11.03. Periodic Reports. You must furnish us: (a) no later than Tuesday of each Week, a report of Gross Sales for the immediately preceding Week; (b) no later than the 15th day following the end of each Monthly Period, which is each 4 or 5 Week period conforming to our Fiscal Year, an income statement and statement of cash flow for the Restaurant for such Monthly Period and for the year-to-date and a balance sheet as of the end of such month; (c) within 90 days after the end of each Fiscal Year, a year-end balance sheet and income statement and statement of cash flow of the Restaurant for such Fiscal Year, reflecting all year-end adjustments and accruals; and (d) such other information as we may require from time to time, including food and labor cost reports, profit and loss statements and sales and income tax statements.

You must verify that the information in each such report and financial statement is complete and accurate and sign it. We have the right to disclose data from such reports and statements if we consider disclosure advisable. We reserve the right to require that your annual financial statements be audited, at your expense, by an independent certified public accountant approved by us.

12. INSPECTIONS OF THE RESTAURANT.

12.01. Inspections. We and our designated agents have the right at any reasonable time and without prior notice to: (a) inspect the Restaurant; (b) observe, photograph, record, audio-tape and/or video tape the operations of the Restaurant; (c) remove samples of any food and beverage products, materials or supplies for testing and analysis; and (d)

interview personnel and customers of the Restaurant. You agree to cooperate fully with such activities. If the inspection reveals deficiencies in the operation of the Restaurant or your failure to conform to the Operations Manual, as determined in our sole discretion, you shall, at our discretion: (a) upon our or our designated agent's written request, take such steps as may be necessary to correct such deficiencies within the time specified by us and provide our representatives with lodging, without charge, and reimburse us for the travel expenses incurred by such representatives in subsequent evaluations to determine whether all deficiencies have been corrected and/or (b) pay such fees as are imposed by on their current quality assurance program(s).

12.02. Audits. We have the right at any time during business hours, and without prior notice to you, to inspect, copy and audit the books, records, tax returns and documents relating to the development, ownership, lease, occupancy or operation of the Restaurant. You must cooperate fully with our representatives and independent accountants conducting such audits. If any inspection or audit discloses an understatement of Gross Sales, you must pay us, within 7 days after receipt of the audit report, the royalties and Marketing Fund contributions due on the amount of such understatement, plus interest (as provided in Section 6.05) from the date originally due until the date of payment. Further, if such inspection or audit is made necessary by your failure to furnish reports, records or information on a timely basis, or if we determine an understatement of Gross Sales for the period of any audit to be greater than 1%, you must reimburse us for the cost of such audit or inspection, including the charges of any attorneys and independent accountants and the travel expenses, room and board and compensation of our employees.

13. FRANCHISEE'S RIGHT TO TRANSFER.

13.01. GET's Approval. The rights and duties created by this Agreement are personal to you or, if you are a business corporation, partnership, limited liability company or other legal entity, your Owners. Accordingly, neither you nor any of your Owners may Transfer the Franchise without our approval and without complying with all of the provisions of Section 13. Any Transfer without such approval or compliance constitutes a breach of this Agreement and is void and of no force or effect.

In this Agreement, "Transfer" or "Transfer the Franchise" – or similar words – means the direct or indirect sale, assignment, transfer, exchange, conversion, license, sublicense, lease, sublease, mortgage, pledge, collateral assignment, grant of a security, collateral or conditional interest or other encumbrance in or on, or other disposition, whether voluntary, involuntary, by operation of law or otherwise, of this Agreement, any interest in or right under this Agreement, any form of legal or beneficial ownership interest in you, or any form of ownership interest or right to participate in or receive the benefit of the assets, revenues, income or profits of your Restaurant, or any one or more other acts or events not covered by the foregoing that we reasonably determine to be a form of direct or indirect transfer, including:

(1) any transfer, redemption or issuance of a legal or beneficial ownership interest in the capital stock of, a membership interest in, or a partnership interest in, you or of any interest convertible into or exchangeable for capital stock of, a membership interest in or a partnership interest in, you;

(2) any merger or consolidation between you and another entity, whether or not you are the surviving entity, or any conversion of your entity from one form of legal entity into another form of legal entity, or any sale, exchange, encumbrance or other disposition of your assets;

(3) any transfer in connection with or as a result of a divorce, dissolution of marriage or similar proceeding or a property settlement or legal separation agreement in the context of a divorce, dissolution or marriage or similar proceeding, an insolvency, bankruptcy or assignment for benefit of creditors, a judgment, a corporate, limited liability company or partnership dissolution or otherwise by operation of law;

(4) any transfer by gift, declaration of trust, transfer in trust, revocation of trust, trustee succession, trust termination, discretionary or mandatory trust distribution, occurrence of any event (e.g., death of a person) that affects or ripens the rights of contingent beneficiaries, exercise of a power of appointment, exercise of a withdrawal right, adjudication of your or any Owner as legally disabled, or upon or after your death or the death of any of your Owners by will, disclaimer of the laws of intestate succession or otherwise; or

(5) any foreclosure upon your Restaurant or the transfer, surrender or loss by you of possession, control or management of your Restaurant.

13.02. Conditions for Approval. If we have not exercised our right of first refusal under Section 13.06, we will not unreasonably withhold our approval of a Transfer of the Franchise that meets all of the reasonable restrictions, requirements and conditions we impose on the Transfer, the transferor(s) and/or the transferee(s), including the following:

(1) you have completed development of the Restaurant and are operating the Restaurant in accordance with this Agreement;

(2) you and your Owners and Affiliates are in compliance with the provisions of this Agreement and all other agreements with us or any of our Affiliates;

(3) the proposed transferee, or its Owners (if the proposed transferee is a legal entity), must provide us on a timely basis all information we request, must be individuals acting in their individual capacities who are of good character and reputation, who must have sufficient business experience, aptitude and financial resources to operate the Restaurant, and who must otherwise meet our approval;

(4) the transferee (or its operating partner) and its managers must have completed our initial training program to our satisfaction;

(5) the transferee (and its owners) must agree to be bound by all of the provisions of this Agreement for the remainder of its term or, at our option, execute our then current standard form of franchise agreement and related documents used in the state in which the Restaurant is located for a term which is the remainder of the term of this Agreement (which may provide for different royalties, Marketing Fund contributions and expenditures, duration and other rights and obligations than those provided in this Agreement and which we may require to be guaranteed by you and your Owners);

(6) the transferee must pay us a transfer fee equal to the greater of \$10,000 or our costs incurred in connection with the Transfer;

(7) you and your Owners and Affiliates must, except to the extent limited or prohibited by applicable law, execute a general release, in form and substance satisfactory to us, of any and all claims against us and our Affiliates, stockholders, officers, directors, employees, agents, successors and assigns;

(8) we must not have disapproved the material terms and conditions of such Transfer (including the price and terms of payment) on the basis that they are so burdensome as to be likely, in our judgment, to adversely affect the transferee's operation of the Restaurant or its compliance with its franchise agreements;

(9) if you (or any of your Owners or Affiliates) finance any part of the sale price of the transferred interest, you and/or your Owners or Affiliates must agree that all obligations of the transferee, and security interests reserved by any of them in the assets of the Restaurant, will be subordinate to the transferee's obligations to pay all amounts due us and our Affiliates and to otherwise comply with this Agreement or the new franchise agreement executed by the transferee;

(10) you and your Owners must execute a noncompetition covenant, in form and substance satisfactory to us, in favor of us and the transferee agreeing that, for a period of 2 years, starting on the effective date of the Transfer, you and your Owners will not directly or indirectly (such as through members of your or their Immediate Families) own any legal or beneficial interest in, or render services or give advice to: (1) any Competitive Business that is located at the Premises or within a 3-mile radius of the Premises; (2) any Competitive Business that is located within a 3-mile radius of any other Charleys Restaurant in operation or under construction as of the effective date of such Transfer; or (3) any entity which grants franchises, licenses or other interests to others to operate any Competitive Business; and

(11) you and your Owners and Affiliates must execute such other documents and do such other things as we may reasonably require to protect our rights under this Agreement and under any area development agreement.

13.03. Effect of Approval. Our approval of a Transfer of the Franchise does not constitute: (a) a representation as to the fairness of the terms of any agreement or arrangement between you or your Owners and the transferee or as to the prospects of success of the Restaurant by the transferee; or (b) a release of you and your Owners, a waiver of any claims against you or your Owners or a waiver of our right to demand the transferee's exact compliance with this Agreement. Any approval shall apply only to the specific Transfer of the Franchise being proposed and shall not constitute an approval of, or have any bearing on, any other Transfer of the Franchise.

13.04. Special Transfers. Neither Section 13.02(1), (3), (5) or (6) nor Section 13.06 shall apply to any Transfer of the Franchise among any of your then current Owners. Neither Section 13.02(6) or (8) nor Section 13.06 shall apply to any Transfer of the Franchise to your Immediate Family or the Immediate Family of one of your then-current Owners (if a business corporation, partnership, limited liability company or other entity).

On 30 days' prior notice to us, you (if you are an individual or partnership) may Transfer this Agreement, in conjunction with a Transfer of all of the assets of the Restaurant, by an agreement in form and substance approved by us, to a corporation or limited liability company which conducts no business other than the Restaurant (and other Charleys Restaurants under franchise agreements granted by us), and of which you own and control all of the equity and voting power of all issued and outstanding capital stock or membership interests. None of the foregoing assignments shall relieve you or your Owners of your respective obligations hereunder, and you and your Owners remain jointly and severally liable for all obligations hereunder.

13.05. Death or Disability of Franchisee. Upon your death or permanent disability, or the death or permanent disability of the Operating Partner or an Owner of a controlling interest in Franchisee, the executor, administrator or other personal representative of such person shall Transfer their interest in this Agreement or their interest in Franchisee to a third party approved by us in accordance with all of the applicable provisions of Section 13 within a reasonable period of time, not to exceed 3 months from the date of death or permanent disability. A person shall be deemed to have a "permanent disability" if his personal, active participation in the development and operation of the Restaurant is for any reason curtailed for a continuous period of 6 months.

13.06. GET's Right of First Refusal. If you or any of your Owners desire to Transfer the Franchise (other than by gift or bequest), you or such Owner must obtain a bona fide, executed written offer and earnest money deposit in the amount of at least 5% of the offering price from a responsible and fully disclosed purchaser and must deliver immediately to us a complete and accurate copy of such offer. If the offeror proposes to buy any other property or rights from you or any of your Owners or Affiliates (other than rights under other franchise agreements for Charleys Restaurants) as part of the bona fide offer, the proposal for such property or rights must be set forth in a separate, contemporaneous offer that is disclosed to us, and the price and terms of purchase offered to you or your Owners for the Transfer of the Franchise must reflect the bona fide price offered therefor and may not reflect any value for any other property or rights.

We have the option, exercisable by notice delivered to you or your Owners within 30 days from the date of delivery of a complete and accurate copy of such offer to us, to purchase such interest for the price and on the terms and conditions contained in such offer, provided that: (a) we may substitute cash for any form of payment proposed in such offer; (b) our credit shall be deemed equal to the credit of any proposed purchaser; and (c) we will have not less than 90 days from the option exercise date to consummate the transaction. We have the right to investigate and analyze the business, assets and liabilities and all other matters we deem necessary or desirable in order to make an informed investment decision with respect to the fairness of the terms of our right of first refusal. We may conduct such investigation and analysis in any manner we deem reasonably appropriate, and you and your Owners must cooperate fully with us in connection therewith.

If we exercise our option to purchase, we are entitled to purchase such interest subject to all representations and warranties, releases, non-competition covenants, closing documents and indemnities as we reasonably may require. If we do not exercise our option to purchase, you or your Owners may complete the sale to such offeror pursuant to and on

the exact terms of such offer, subject to our approval of the Transfer as provided in Sections 13.01 and 13.02, provided that if the sale to such offeror is not completed within 90 days after delivery of such offer to us, or if there is a material change in the terms of the offer, you must promptly notify us and we will have an additional option to purchase (on the terms of the revised offer, if any, and otherwise as set forth herein) during the 30 day period following your notification of the expiration of the 90 day period or the material change to the terms of the offer.

14. TERMINATION OF AGREEMENT.

14.01. Automatic Termination. You are in material breach of this Agreement, and this Agreement will automatically terminate without notice, at our discretion, if you become insolvent by reason of your inability to pay your debts as they mature; if you are adjudicated bankrupt or insolvent; if you file a petition in bankruptcy, reorganization or similar proceedings under the bankruptcy laws of the United States or have such a petition filed against you which is not discharged within 30 days; if a receiver or other custodian, permanent or temporary, is appointed for your business, assets, property; if you request the appointment of a receiver or make a general assignment for the benefit of creditors; if final judgment against you in the amount of \$25,000 or more remains unsatisfied of record for 30 days or longer; if your bank accounts, property or accounts receivable are attached; if execution is levied against your business or property; if suit is filed to foreclose any lien or mortgage against any of your assets and such suit is not dismissed within 30 days; if you voluntarily dissolve or liquidate or have a petition filed for corporate or partnership dissolution and such petition is not dismissed within 30 days; or if your assets, property or interests are "blocked" under any law or regulation relating to terrorist activities or if you are otherwise in violation of any such law or regulation.

14.02. Termination Upon Notice Without Opportunity to Cure. In addition to our right to terminate pursuant to other provisions of this Agreement and under applicable law, you will be deemed to be in default under this Agreement, and we will have the right to terminate this Agreement and all rights granted under this Agreement, without affording you any opportunity to cure the default, effective immediately upon the delivery of our written notice of termination to you, if you or any of your Owners or Affiliates:

- (1) fail to open the Restaurant and start business, as provided in Section 3.04;
- (2) abandon or fail to actively operate the Restaurant for 3 consecutive days, except where such failure to actively operate results solely from events constituting force majeure;
- (3) surrender or transfer control of the operation of the Restaurant without our prior consent;
- (4) make any material misstatement or omission in an application for a Charleys franchise or in any other information provided to us;
- (5) suffer cancellation or termination of the lease or sublease for the Restaurant;

(6) are convicted of, or plead no contest to, a felony or other crime or offense, or engage in other conduct, that we reasonably believe may adversely affect the goodwill associated with the Marks;

(7) make an unauthorized Transfer of the Franchise or fail to Transfer the Franchise or the interest of a deceased or disabled principal Owner of Franchisee as herein required;

(8) make any unauthorized use or disclosure of any Confidential Information or use, duplicate or disclose any portion of the Operations Manual in violation of this Agreement;

(9) fail or refuse to comply with any mandatory specification, standard or operating procedure prescribed by us in this Agreement or in the Operations Manual relating to the cleanliness or sanitation of the Restaurant or the wholesomeness of food products served at the Restaurant, or violate any health, safety or sanitation law, ordinance or regulation, and do not correct such failure, refusal or violation within 24 hours after written notice thereof is delivered to you;

(10) commit 3 or more defaults under this Agreement within any period of 12 consecutive months, whether or not such default is cured after notice is delivered to you;

(11) remain in default beyond the applicable cure period under any other agreement with us or our Affiliates (provided that, if the default is not by you, we shall provide to you written notice of the default and a 30-day period to cure the default); remain in material default beyond the applicable cure period under any real estate lease, equipment lease, financing instrument or supplier contract relating to the Restaurant; or fail to pay when due any taxes or assessments relating to the Restaurant or its employees, unless you are actively prosecuting or defending the claim or suit in a court of competent jurisdiction or by appropriate government administrative procedure or by arbitration or mediation conducted by a recognized alternative dispute resolution organization.

14.03. Termination With Notice and Opportunity to Cure. Except as otherwise provided above in Sections 14.01 and 14.02 above, if you fail to comply with any other provision of this Agreement or any mandatory specification, standard or operating procedure prescribed by us in this Agreement or in the Operations Manual, we may terminate this Agreement by giving you written notice of termination stating the nature of the default at least 30 days before the effective date of termination; provided, however, that you may avoid termination by immediately initiating a remedy to cure such default, curing it to our satisfaction, and by promptly providing proof of the cure to us, all within the 30 day period. If any such default is not cured within the specified time (or such longer period as applicable law may require), then this Agreement shall terminate without further notice to you effective immediately upon the expiration of the 30 day period or such longer period as applicable law may require.

Notwithstanding the provisions of preceding paragraph, if you fail to accurately report Gross Sales or pay any amounts due to us or any of our Affiliates within 5 days after receiving written notice of default, then this Agreement will terminate effective immediately upon expiration of that time, unless we notify you otherwise in writing.

15. RENEWAL RIGHTS.

15.01. Your Right To Renew. You have the right, subject to the conditions contained in Section 15, to renew the franchise for the Restaurant on the terms and conditions of our then current form of franchise agreement for Charleys Restaurants, if upon expiration of the Term: (a) you and your Owners and Affiliates are in compliance with this Agreement and any other agreements with us or any of our Affiliates, and you and your Owners have been in substantial compliance with this Agreement throughout the Term; and (b) you maintain the right to possession of the Premises for the term of the new franchise agreement and enter into an agreement with us whereby you agree within a specified time period, starting on the signing of a new franchise agreement, to remodel the Restaurant, add or replace improvements, fixtures, furnishings, equipment and signs and otherwise modify the Restaurant to upgrade the Restaurant to the specifications and standards then applicable for new Charleys Restaurants. You will be obligated to pay our then-current standard renewal franchise fee for a Charleys Restaurant, which currently is Ten Thousand Dollars (\$10,000).

15.02. Notices. You must give us written notice of your desire to renew the franchise at least 180 days prior to the expiration of this Agreement. We will give you notice, not later than 60 days after receipt of your notice, of our decision whether or not you have the right to renew the franchise pursuant to Section 15.01. Notwithstanding any notice of our decision that you have the right to renew the franchise for the Restaurant, your right will be subject to your continued compliance with all the provisions of this Agreement up to the date of its expiration.

15.03. Agreements. If you have the right to renew the franchise in accordance with Section 15.01 and state your desire to exercise that right in accordance with Section 15.02, we and you (and your Owners) will execute the form of franchise agreement (which may contain provisions, including royalty fees, materially different from those contained herein) and all ancillary agreements (including, personal guarantees by your Owners and a remodeling agreement on such terms as we determine to be appropriate) which we then customarily use in granting franchises for the operation of Charleys Restaurants, and you and your Owners must execute general releases, in form and substance satisfactory to us, of any and all claims against us, and our Affiliates, officers, directors, employees, agents, successors and assigns. Failure by you (and your Owners) to sign such agreements and releases (and to pay the required renewal franchise fee) within 30 days after delivery to you shall be deemed an election by you not to renew the franchise for the Restaurant.

16. EFFECT OF TERMINATION OR EXPIRATION.

16.01. Payment of Amounts Owed to Us. Within 30 days after the effective date of termination or expiration (without renewing the franchise) of this Agreement, you must pay us and our Affiliates all royalties, Marketing Fund contributions, amounts owed for purchases from us or our Affiliates, interest due on any of the foregoing and all other amounts owed to us or our Affiliates which are then unpaid.

16.02. Discontinue Use of Marks and Confidential Information.

Upon the termination or expiration (without renewing the franchise) of this Agreement, you will:

(1) not directly or indirectly at any time or in any manner use any Mark, any colorable imitation of any Mark or any other indicia of a Charleys Restaurant;

(2) take such action as may be required to cancel all fictitious or assumed name registrations relating to your use of any Mark;

(3) notify the telephone company and all telephone directory publishers of the termination or expiration of your right to use any telephone number and any regular, classified or other telephone directory listings associated with any Mark and to authorize transfer of the number to us or at our direction;

(4) if we do not exercise our right to purchase the Restaurant pursuant to Section 16.03, promptly remove from the Premises, and discontinue using for any purpose, all signs, fixtures, furniture, decor items, advertising materials, forms and other materials and supplies which display any of the Marks or any distinctive features, images, or designs associated with Charleys Restaurants (including wallpaper, signage, graphics, photos, tiles, perimeter design lighting, menu board, awnings) and, at your expense, make such alterations as may be necessary (and as we may require) to distinguish the Premises so clearly from its former appearance as a Charleys Restaurant and from other Charleys Restaurants as to prevent any possibility of confusion by the public;

(5) immediately cease to use all Confidential Information and return to us all copies of the Operations Manual and any other confidential materials which have been provided to you;

(6) immediately discontinue any mode of communications on the Internet directly or indirectly relating to your Restaurant, including any electronic identifiers including social networking sites, email addresses, Web sites or pages associated with your Restaurant, and immediately take all steps required by us to transfer any domain name associated with your Restaurant to us (such as executing a Registrant Name Change Agreement with the applicable Registrar). You irrevocably appoint the person who is then our president as your duly authorized agent and attorney-in-fact to execute all instruments and take all steps to transfer such domain names;

(7) immediately cease to use all computer software licensed by us or any of Affiliates and comply with your obligations under any software license agreements; and

(8) within 30 days after the effective date of termination or expiration, furnish us evidence satisfactory to us of your compliance with the foregoing obligations.

16.03. Option to Purchase Restaurant. Upon termination or expiration (without renewing the franchise) of this Agreement, we have the right, exercisable by giving notice thereof ("Appraisal Notice") within 10 days after the date of such termination or expiration, to require that a determination be made of the "Agreed Value" (as defined below) of all the

personal property used in the Restaurant which you own, including inventory of non-perishable products, materials, supplies, furniture, equipment, signs, but excluding any cash and short-term investments and any items not meeting our specifications for Charleys Restaurants (the "Purchased Assets"). Upon such notice, you may not sell or remove any of the personal property of the Restaurant from the Premises and must give us, our designated agents and the "Appraiser" (as defined below) full access to the Restaurant and all of your books and records at any time during customary business hours in order to conduct inventories and determine the purchase price for the Purchased Assets.

The Agreed Value shall be determined by consultation between you and us. If you and we are unable to agree on the Agreed Value of the Purchased Assets within 15 days after the Appraisal Notice, then the Agreed Value will be as follows: (a) in the event of an expiration (without renewing the franchise) of this Agreement, the Agreed Value shall be the "Fair Market Value," consisting of the amount which an arm's length purchaser would be willing to pay for the Purchased Assets, assuming that the Purchased Assets would be used for the operation of a Charleys Restaurant under a valid franchise agreement reflecting the then-current (or if we are not offering franchises at that time, then the most recent) standard terms upon which we offer franchises for Charleys Restaurants, less the cost of any required remodeling; and (b) in the event of any termination of this Agreement, the Agreed Value shall be the lesser of the Appraised Asset Value (as defined below) and the Net Book Value (as defined below).

The "Appraised Asset Value" shall be the amount which an arm's length purchaser would be willing to pay for the Purchased Assets, considering their age and condition and without reference to their use in a Charleys Restaurant. The "Net Book Value" shall be the net book value of the Purchased Assets, as reflected on your books and records, provided all capital assets will be depreciated on a straight line basis over a reasonable period of time not to exceed 5 years, without residual value. The Fair Market Value, the Appraised Asset Value and/or Net Book Value will be determined by a member of a nationally recognized accounting firm (other than a firm which conducts audits of our financial statements) selected by us who has experience in the valuation of restaurant businesses (the "Appraiser"). We will notify you of the identity of the Appraiser, who will make a determination and submit a written report ("Appraisal Report") to you and us as soon as practicable, but in no event more than 30 days after his or her appointment. You agree to promptly provide the Appraiser with such books and records as he or she may require, which you represent and warrant to be complete and accurate. In absence of such books and records or if the Appraiser is not satisfied with their completeness or accuracy, the Appraiser may make the determination of the Agreed Value on the basis of other sources and information he or she deems appropriate. The Appraiser's determination shall be final and binding on the parties hereto.

We have the option, exercisable by delivering notice thereof within 15 days after submission of the Appraisal Report (or the date that an agreement is reached, if the parties agree to the Agreed Value), to agree to purchase the Purchased Assets at the Agreed Value. We shall have the unrestricted right to assign this option to purchase separate and apart from the remainder of this Agreement.

If we exercise our option to purchase, 50% of the purchase price for the Purchased Assets will be paid in cash at the closing, which will occur at the place, time and date we

designate, but not later than 30 days after the exercise of our option to purchase the Purchased Assets. At the closing, we will be entitled to all representations, warranties, covenants, title insurance policies and other closing documents and post-closing indemnifications as we reasonably require, including: (a) instruments transferring good and merchantable title to the Purchased Assets, free and clear of all liens, encumbrances, and liabilities, to us or our designee, with all sales and other transfer taxes paid by you; and (b) an assignment of all leases of personal property and real estate used in the operation of the Restaurant, including land, building and/or equipment (or if an assignment is prohibited, a sublease to us or our designee for the full remaining term and on the same terms and conditions as your lease, including renewal and/or purchase options), provided, however, that if any of your Owners or Affiliates directly or indirectly owns the land and/or building of the Restaurant, then you will, at our option, cause such Owner or Affiliate to grant to us a lease at reasonable and customary rental rates and other terms prevailing in the community where the Restaurant is located. Any dispute concerning the rental rates and terms of such lease shall be resolved by the Appraiser. 25% of the purchase price (plus accrued and unpaid interest on the unpaid balance, at the Prime Rate, as defined below, from and after the closing date) shall be payable on the first anniversary of the closing date, and the remaining 25% of the purchase price (plus accrued and unpaid interest on the unpaid balance, at the Prime Rate, from and after the closing date) shall be payable on the second anniversary of the closing date. The "Prime Rate" shall be the published prime rate as of the date of closing of any national bank we select.

If you cannot deliver clear title to all of the assets, or if there are other unresolved issues, the closing of the sale may, at our option, be accomplished through an escrow on such terms and conditions as we deem appropriate, including the making of payments, to be deducted from the purchase price, directly to third parties in order to obtain clear title to any of the Purchased Assets. Further, you and we shall comply with any applicable Bulk Sales provisions of the Uniform Commercial Code as enacted in the state where the Premises are located and all applicable state and local sales and income tax notification and/or escrow procedures. We have the right to set off against and reduce the purchase price by any and all amounts owed by you or any of your Owners or Affiliates to us or any of our Affiliates.

Upon delivery of the Appraisal Notice and pending (a) determination of Fair Market Value, (b) our option period, and (c) the closing of the purchase, we may authorize continued temporary operations of the Restaurant pursuant to the terms of this Agreement, subject to the supervision and control of one or more of our appointed managers.

16.04. Continuing Obligations. All obligations under this Agreement which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect until they are satisfied in full or by their nature expire.

17. RELATIONSHIP OF THE PARTIES.

17.01. Independent Contractors.

Neither this Agreement nor the dealings of the parties pursuant to this Agreement shall create any fiduciary relationship or any other relationship of trust or confidence

between the parties hereto. GEI and Franchisee, as between themselves, are and shall be independent contractors.

We and you acknowledge and agree that this Agreement (and the relationship of the parties which arises from this Agreement) grants us the right to make decisions, take actions and/or refrain from taking actions not inconsistent with your explicit rights and obligations hereunder that may affect favorably or adversely your interests. You understand and agree that we may operate and change the System and our business in any manner that is not expressly and specifically prohibited by this Agreement. Whenever we have reserved in this Agreement a right and/or discretion to take or withhold an action, or to grant or decline to grant you a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, we may make our decision or exercise our right and/or discretion on the basis of our judgment of what is in our best interests, including our judgment of what is in the best interests of our franchise network, at the time our decision is made, without regard to: (a) whether other reasonable or even arguably preferable alternative decisions or actions could have been made by us; (b) whether our decision or the action we take promotes our financial or other individual interest; (c) whether our decision or the action we take applies differently to you and one (1) or more other franchisees; or (d) whether our decision or the exercise of our rights is adverse to your individual interests or the individual interests of any other particular franchisees. We will have no liability to you for any such decision or exercise of our rights.

Nothing contained in this Agreement, or arising from the conduct of the parties hereunder, is intended to make either party a general or special agent, joint venturer, partner or employee of the other for any purpose whatsoever. Nothing in this Agreement is intended, nor may anything in this Agreement be construed, to state or imply that we are the employer of your employees and/or independent contractors, nor that you are the employer of our employees and/or independent contractors. You must conspicuously identify yourself in all dealings with customers, lessors, contractors, suppliers, public officials, employees and others as the owner of the Restaurant and must place such other notices of independent ownership on such forms, business cards, stationery, advertising and other materials as we may require from time to time.

You may not make any express or implied agreements, warranties, guarantees or representations or incur any debt in our name or on our behalf or represent that the relationship of the parties hereto is anything other than that of independent contractors. We will not be obligated by or have any liability under any agreements made by you with any third party or for any representations made by you to any third party. We will not be obligated for any damages to any person or property arising directly or indirectly out of the operation of your business hereunder.

17.02. Indemnification. You agree to indemnify us, our Affiliates and our respective directors, officers, employees, shareholders, members, agents, successors and assigns (collectively "indemnitees"), and to hold the indemnitees harmless to the fullest extent permitted by law, from any and all losses and expenses (as defined below) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether it is reduced to judgment) or any settlement thereof which arises directly or indirectly from, or as a result of, a claim of a third party against any one or more of the indemnitees in connection with

(a) your failure to perform or breach of any covenant, agreement, term or provision of this Agreement, (b) your breach of any representation or warranty contained in this Agreement, (c) the marketing, promotion, advertisement or sale of any of the products and services offered by your Restaurant pursuant to this Agreement, including unfair or fraudulent advertising claims (whether in print advertising or electronic media), and product liability claims, (d) your development, ownership, operation and/or closing of your Restaurant, (e) your noncompliance or alleged noncompliance with any law, ordinance, rule or regulation including any allegation that we or another indemnitee is a joint employer or otherwise responsible for your acts or omissions relating to your employees; and (f) any allegedly unauthorized service or act rendered or performed in connection with this Agreement, (collectively "event") and regardless of whether it resulted from any strict or vicarious liability imposed by law on the indemnitees.

The foregoing indemnity shall apply even if it is determined that the indemnitees' negligence caused such loss, liability or expense, in whole or in part, provided, however, that this indemnity will not apply to any liability arising from a breach of this Agreement by the indemnitees or the gross negligence or willful acts of indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided herein will extend to any finding of comparative or contributory negligence attributable to you).

The term "losses and expenses" includes compensatory, exemplary, and punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to our reputation and goodwill; and all other costs associated with any of the foregoing losses and expenses.

We agree to give you reasonable notice of any event of which we become aware for which indemnification may be required and we may elect (but are not obligated) to direct the defense thereof, provided that the selection of counsel shall be subject to your consent, which consent shall not be unreasonably withheld or delayed. We may, in our reasonable discretion, take such actions as we deem necessary and appropriate to investigate, defend, or settle any event or take other remedial or corrective actions with respect thereto as may be necessary for the protection of indemnitees or Charleys Restaurants generally, provided however, that any settlement shall be subject to your consent, which consent shall not be unreasonably withheld or delayed. Further, notwithstanding the foregoing, if the insurer on a policy or policies obtained in compliance with your Franchise Agreement agrees to undertake the defense of an event (an "Insured Event"), we agree not to exercise our right to select counsel to defend the event if such would cause your insurer to deny coverage. We reserve the right to retain counsel to represent us with respect to an Insured Event at our sole cost and expense.

This Section 17.02 shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

17.03. Taxes. We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property or other taxes, whether levied upon the Restaurant, your property or upon us, in connection with sales made or business conducted by you (except for any income taxes imposed on our income). Payment of all such taxes shall be your responsibility. In the event of a bona fide dispute as to your liability for taxes, you may

contest your liability in accordance with applicable law. In no event, however, will you permit a tax sale, seizure, or attachment to occur against the Restaurant or any of its assets.

18. ENFORCEMENT.

18.01. Arbitration. Subject to Section 18.02, all controversies, disputes, or claims between us, any of our Affiliates, or any of our and their respective officers, directors, agents (including area representatives), employees and attorneys, and you, any of your Affiliates or any of your or their respective Owners, arising from or relating to this Agreement, including the scope and validity of any provision of this Agreement (such as this Section 18.01), shall on demand of either party be submitted for arbitration to the offices of the American Arbitration Association ("AAA") located closest to our principal offices at the time of such demand. The arbitration shall be governed exclusively by the United States Arbitration Act (9 U.S.C. § 1, et seq.), without reference to any state arbitration statutes. The parties agree that, in connection with any such arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedures) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding shall be barred. The arbitration proceedings shall be conducted in the city closest to our principal place of business (currently, Columbus, Ohio) and shall be conducted in accordance with the then-current commercial arbitration rules of the AAA, except as modified by this Agreement. The parties shall be entitled to limited discovery at the discretion of the arbitrator(s) who may, but are not required to, allow depositions. The parties acknowledge that the arbitrators' subpoena power is not subject to geographic limitations.

The arbitration proceedings shall be conducted on an individual basis and not on a multi-plaintiff, consolidated or class-wide basis. The foregoing sentence is an integral provision of the arbitration procedures set forth in this paragraph, and may not be severed therefrom, notwithstanding Section 19.01 of this Agreement. If such sentence is determined to be invalid or unenforceable in connection with a particular controversy, dispute, or claim, then the entire Section 18.01 shall be stricken from this Agreement and neither party shall be deemed to have consented to arbitration of such controversy, dispute, or claim. The arbitrator(s) shall have the right to award the relief which he or she deems proper, consistent with the terms of this Agreement, including compensatory damages (with interest on unpaid amounts from date due), specific performance, injunctive relief, legal fees and costs. The award and decision of the arbitrator(s) shall be conclusive and binding on all parties, and judgment upon the award may be entered in any court of competent jurisdiction. Any right to contest the validity or enforceability of the award shall be governed exclusively by the United States Arbitration Act.

Subject to the foregoing, you and your Owners irrevocably submit to the jurisdiction of the courts of the State of Ohio in any suit, action or proceeding, arising out of or relating to this Agreement or any other dispute between you and us, and you irrevocably agree that: (a) all claims in respect of any such suit, action or proceeding must be brought and/or defended therein, except with respect to matters that are under the jurisdiction of the Federal Courts of the United States, which shall be brought and/or defended in the Federal District Court sitting in Columbus, Ohio; and (b) **any such matter shall be tried to the court**

sitting without a jury, and you waive any right to a jury trial. You irrevocably waive, to the fullest extent you may lawfully do so, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding and agree that service of process for purposes of any such suit, action or proceeding need not be personally served or served within the State of Ohio but may be served with the same effect as if you were served within the State of Ohio, by certified mail or any other means permitted by law addressed to you at the address set forth herein. Nothing contained herein shall affect our rights to bring a suit, action or proceeding in any other appropriate jurisdiction, including any suit, action or proceeding brought by us to enforce any judgment against you entered by a State or Federal Court.

The provisions of this Section 18.01 shall continue in full force and effect subsequent to and notwithstanding expiration or termination of this Agreement.

18.02. Injunctive Relief. We, as an alternative or supplement to arbitration pursuant to Section 18.01, may obtain in any court of competent jurisdiction any injunctive relief, including temporary restraining orders and preliminary injunctions, against conduct or threatened conduct for which no adequate remedy at law may be available or which may cause us irreparable harm. We may have such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and your sole remedy in the event of the entry of such injunction, shall be its dissolution, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). You and each of your Owners acknowledges that any violation of Section 7, 13.02(10) or 16.02 would result in irreparable injury to us for which no adequate remedy at law may be available. Accordingly, you and each of your Owners consents to the issuance of an injunction prohibiting any conduct in violation of any of those Sections and agrees that the existence of any claim you or any of your Owners may have against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement of any of those Sections.

18.03. Costs of Enforcement. If we file a claim in a judicial or arbitration proceeding for amounts you or any of your Owners owe us or any of our Affiliates, or if we enforce this Agreement in a judicial or arbitration proceeding, and we prevail in any such proceeding, you agree to reimburse us for all of our costs and expenses, including reasonable accounting, paralegal, expert witness and attorneys' fees. If we are required to engage legal counsel in connection with your failure to comply with this Agreement, you must reimburse us for any attorneys' fees we incur.

18.04. Governing Law. This Agreement shall be construed under the laws of the State of Ohio, without regard to, and without applying, Ohio conflict of law principles. However, if any provision of this Agreement would not be enforceable under Ohio law, and if the Restaurant is located outside of Ohio and such provision would be enforceable under the laws of the state in which the Restaurant is located, then such provision shall be construed under the laws of that state. Nothing in this Section is intended to subject this Agreement to any franchise, business opportunity or similar law, rule or regulation of the State of Ohio to which it otherwise would not be subject.

18.05. Time Period to Bring Claims. Any and all claims and actions arising out of or relating to this Agreement, the relationship between you and us, or your operation of the

Restaurant, brought by any party to this Agreement against the other, must be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or, it is expressly acknowledged and agreed by all parties, such claim or action will be irrevocably barred.

18.06. Limitations on Damages and Legal Actions. Except with respect to obligations regarding use of the Marks in Section 5 and the Confidential Information in Section 7.01, each party (and its owners) waives, without limitation, any right it might otherwise have to assert a claim for and/or to recover lost profits and other forms of consequential, incidental, contingent, punitive and exemplary damages from the other except as provided herein. Each party's liability shall be limited to actual compensatory damages except as provided herein. Each party acknowledges that it has had full opportunity to consult with counsel concerning this waiver, and that this waiver is informed, voluntary, intentional, and not the result of unequal bargaining power.

You acknowledge and agree that the actual compensatory damages that you will receive from us as referenced in the preceding paragraph shall not exceed the greater of (1) \$100,000.00 or (2) at your sole option, all amounts paid to us for franchise fees and Royalty fees for this Agreement for up to three years preceding the date of any award herein.

You agree that, for our franchise system to function properly, we should not be burdened with the costs of litigating system wide disputes. Accordingly, any disagreement between you (and your Owners) and us shall be considered unique as to its facts and shall not be brought as a class action, and you (and each of your Owners) waive any right to proceed against us or any of our shareholders, members, Affiliates, officers, directors, employees, agents, successors and assigns by way of class action, or by way of a multi-plaintiff, consolidated or collective action. In any legal action between the parties, the arbitration panel or court shall not be precluded from making its own independent determination of the issues in question, notwithstanding the similarity of issues in any other legal action involving us and any other franchisee, and each party waives the right to claim that a prior disposition of the same or similar issues precludes such independent determination.

19. MISCELLANEOUS.

19.01. Severability and Substitution of Provisions. Every part of this Agreement shall be considered severable. If for any reason any part of this Agreement is held to be invalid, that determination shall not impair the other parts of this Agreement. If any covenant herein which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of geographical area, type of business activity prohibited and/or length of time, but could be rendered enforceable by reducing any part or all of it, you and we agree that it will be enforced to the fullest extent permissible under applicable law and public policy.

If any applicable law requires a greater prior notice of the termination of or refusal to renew the franchise than is required hereunder, a different standard of "good cause", or the taking of some other action not required hereunder, the prior notice, "good cause" standard and/or other action required by such law shall be substituted for the comparable provisions hereof. If any provision of this Agreement or any specification, standard or

operating procedure prescribed by us is invalid or unenforceable under applicable law, we have the right, in our sole discretion, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to make it valid and enforceable.

19.02. Waiver of Obligations. We and you may by written instrument unilaterally waive or reduce any obligation of the other under this Agreement. Any waiver granted by us shall be without prejudice to any other rights we may have, will be subject to continuing review by us and may be revoked, in our sole discretion, at any time and for any reason, effective upon delivery to you of 10 days' prior notice. You and we shall not be deemed to have waived any right reserved by this Agreement by virtue of any custom or practice of the parties at variance with it; any failure, refusal or neglect by you or us to exercise any right under this Agreement (except as provided in Section 19.03) or to insist upon exact compliance by the other with its obligations hereunder; any waiver, forbearance, delay, failure or omission by us to exercise any right, whether of the same, similar or different nature, with respect to other Charleys Restaurants; or the acceptance by us of any payments due from you after any breach of this Agreement.

19.03. Exercise of Rights. The rights of GEI and Franchisee hereunder are cumulative and no exercise or enforcement by either party of any right or remedy hereunder shall preclude the exercise or enforcement by GEI or Franchisee of any other right or remedy hereunder which either of them is entitled to enforce by law. If you commit any act of default under this Agreement for which we exercise our right to terminate this Agreement, you shall pay to us the actual and consequential damages we incur as a result of the premature termination of this Agreement, which damages shall not be reduced by any commissions payable to any area representative. You acknowledge and agree that the proximate cause of such damages sustained by us is your act of default and not our exercise of our right to terminate. Notwithstanding the foregoing, and except as otherwise prohibited or limited by applicable law, any failure, neglect, or delay of a party to assert any breach or violation of any legal or equitable right arising from or in connection with this Agreement shall constitute a waiver of such right and shall preclude the exercise or enforcement of any legal or equitable remedy arising therefrom, unless written notice specifying such breach or violation is provided to the other party within 12 months after the later of: (a) the date of such breach or violation; or (b) the date of discovery of the facts (or the date the facts could have been discovered, using reasonable diligence) giving rise to such breach or violation.

19.04. Successors and Assigns. This Agreement is binding on the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest. This Agreement is fully transferable by us, whether by operation of law or otherwise (without notice to you, or approval by you), and shall inure to the benefit of any transferee or other legal successor to our interests herein.

19.05. Construction. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against any party. The introduction, personal guarantees, exhibits and riders (if any) to this Agreement are a part of this Agreement, which constitutes the entire agreement of the parties. Except as otherwise expressly provided herein, there are no other oral or written agreements, understandings, representations or statements relating to the subject matter of this Agreement, other than

the Disclosure Document delivered to you, that either party may or does rely on or that will have any force or effect. Nothing in this Agreement shall be deemed to confer any rights or remedies on any person or legal entity not a party hereto. This Agreement shall not be modified except by written agreement signed by both parties.

The headings of Sections are for convenience only and do not limit or construe their contents. The word "including" shall be construed to include the words "without limitation." The term "Franchisee" or "you" is applicable to one or more persons, a corporation, limited liability company or a partnership and its owners, as the case may be. If two or more persons are at any time Franchisee hereunder, whether as partners, joint venturers or otherwise, their obligations and liabilities to us shall be joint and several. References to a controlling interest in an entity shall mean more than fifty percent (50%) of the equity and voting control of such entity.

This Agreement may be executed in multiple copies, each of which shall be deemed an original. Time is of the essence in this Agreement.

19.06. Approvals and Consents. In all cases where our prior consent or acceptance is required and no other method or timing for obtaining such consent or acceptance is prescribed, you must request such consent or acceptance in writing, and we will notify you of our decision within 30 days after receiving your written request and all supporting documentation. Whenever our consent or acceptance is required hereunder, such consent or acceptance must be in writing. If we do not respond in writing to your request within such 30-day period, the request shall be deemed denied. Our consent to or acceptance of any request by you shall be effective only to the extent specifically stated and shall not be deemed to waive or render unnecessary our consent or acceptance of any subsequent similar request. Except where this Agreement expressly obligates us to reasonably accept or consent to (or not to unreasonably withhold our acceptance of or consent to) any action or request by you, we have the absolute right for any reason or no reason to withhold our acceptance of or consent to any action by you.

19.07. Notices and Payments. All notices, requests and reports permitted or required to be delivered by this Agreement shall be deemed delivered: (a) at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party); (b) on the same day of the transmission by facsimile or other reasonably reliable electronic communication system; (c) 1 business day after being placed in the hands of a commercial courier service for guaranteed overnight delivery; or (d) 5 business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the party to be notified at the address identified on the signature page of this Agreement. Any party may designate a new address for notices by giving written notice of the new address pursuant to this Section.

All payments and reports required by this Agreement shall be sent to us at the address identified on the signature page to this Agreement unless and until a different address has been designated by written notice. No restrictive endorsement on any check or in any letter or other communication accompanying any payment shall bind us, and our acceptance of any such payment shall not constitute an accord and satisfaction.

The Operations Manual, any changes that we make to the Operations Manual, and/or any other written instructions that we provide relating to operational matters, are not considered to be "notices" for the purpose of the delivery requirements in this Section 19.07.

19.08. Franchisee's Release. To the full extent permitted by applicable law, Franchisee, for itself and on behalf of its Affiliates, and their respective shareholders, directors, officers, limited liability company members, managers and employees, and their respective successors and assigns, and on behalf of the Franchisee's Owners, hereby (a) releases and forever discharges GEI and its Affiliates, and their respective directors, officers, employees, agents, representatives and attorneys, and their respective successors and assigns, from any and all claims, demands and causes of action, whether known or unknown, of any kind or nature, absolute or contingent, if any at law or in equity, arising prior to or on the Effective Date, and (b) agrees that none of them will institute any litigation or other legal action or proceeding, at law or in equity, against GEI or its affiliates and their directors, officers, employees, agents, representatives and attorneys, and their respective successors and assigns, directly or indirectly, relating to any claim or demand released under this Section 19.08. Franchisee shall take whatever actions are necessary or appropriate to carry out the terms of this release and covenant not to sue upon GEI's request. This Section 19.08 does not release any claims arising from representations in the Disclosure Document delivered to you and its exhibits. This Section 19.08 shall survive the expiration or termination of this Agreement.

20. ACKNOWLEDGEMENTS OF FRANCHISEE.

20.01. Franchisee acknowledges that it has conducted an independent investigation of the business venture contemplated by this Agreement and recognizes that this business venture involves substantial business risks and will largely depend upon the ability of Franchisee. Other than the financial performance representation contained in Item 19 of the Disclosure Document, Franchisor expressly disclaims making, and Franchisee acknowledges that it has not received or relied on, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.

Franchisee Initials JK

20.02. Franchisee hereby certifies that Franchisor, no employee of Franchisor, no other person speaking on Franchisor's behalf, and no sales representative, if applicable, has: (a) made any additional oral, written, visual, or other representation, agreement, commitment, claim, or statement that stated or suggested any level or range of actual or potential sales, costs, income, expenses, profits, cash flow, or otherwise other than the financial performance representation contained in Item 19 of the Disclosure Document; or (b) made any oral, written, visual, or other representation, agreement, commitment, claim, or statement from which any level or range of actual or potential sales, costs, income, expenses, profits, cash flow, or otherwise might be ascertained, related to a Charleys franchise, that is different from, contrary to, or not contained in the Disclosure Document; or (c) made any representation, agreement, commitment, claim or statement that is different from, contrary to, or not contained in, the Disclosure Document. Franchisee acknowledges and agrees that Franchisor does not make or endorse, nor does it allow any of

its employees or other persons speaking on its behalf to make or endorse, any additional oral, written, visual, or other representation, agreement, commitment, claim, or statement that states or suggests any level or range of actual or potential sales, costs, income, expenses, profits, cash flow, or otherwise with respect to a Charleys franchise other than the financial performance representation contained in Item 19 of the Disclosure Document.

Franchisee Initials SC / _____

20.03. Franchisee acknowledges that Franchisee has received, read and understands this Agreement and the related exhibits, attachments and agreements and that Franchisor has afforded Franchisee sufficient time and opportunity to consult with advisors selected by Franchisee about the potential benefits and risks of entering into this Agreement.

Franchisee Initials SC / _____

20.04. Franchisee acknowledges receipt of the Disclosure Document fourteen (14) days prior to the execution of this Agreement or Franchisee's payment of any monies to Franchisor or Franchisor's agent (or sooner if required by applicable state law). Franchisee further acknowledges receipt of the complete franchise agreement (including the related exhibits, attachments and agreements) seven (7) days prior to the execution of this Agreement or the payment of any monies to Franchisor or its agent (or sooner if required by applicable state law).

Franchisee Initials SC / _____

20.05. Franchisee acknowledges, as detailed in Section 3.04 of this Agreement, that Franchisee must, at its own cost and expense, use only Franchisor's designated and approved architect for the design of the Restaurant. Except for the architect designated and approved by Franchisor, no other architect may be used by Franchisee for the design of the Restaurant.

Franchisee Initials SC / _____

20.06. Franchisee acknowledges there have been no other inducements made with any person or entity, including Franchisor's sales representatives, encouraging Franchisee to purchase the franchise, such as a "side deal" or other promise or agreement not included in this Agreement.

Franchisee Initials SC / _____

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the day and year first above written.

GOSH ENTERPRISES, INC.,
an Ohio corporation

By: 

Print Name: Charley Shin

Title: CEO

Notice Address:

Gosh Enterprises, Inc.
Attention: Legal Department
2500 Farmers Drive, Suite 140
Columbus, OH 43235

FRANCHISEE


If a corporation, limited liability company
or partnership:

By: _____

Print Name: _____

Title: _____

If Individuals:

By: 

Print Name: Jae Cho

Notice Address:

524 Hillside St FL1
882 Edgewater Ave. #2

Ridgefield, NJ 07657

EXHIBIT A

TO THE CHARLEYS PHILLY STEAKS RESTAURANT FRANCHISE AGREEMENT
BETWEEN
GOSH ENTERPRISES, INC. AND

DATED _____

1. Operating Partner. The name and home address of the Operating Partner are as follows: _____

2. Form of Entity of Franchisee.

(a) Corporation or Limited Liability Company. Franchisee was incorporated on _____ under the laws of the State of _____. It has not conducted business under any name other than its corporate name. The following is a list of all of Franchisee's directors and officers as of _____.

Name of Each Director/Officer	Position(s) Held
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(b) Partnership. Franchisee is a [general] [limited] partnership formed on _____ under the laws of the State of _____. It has not conducted business under any name other than its partnership name. The following is a list of all of Franchisee's general partners as of _____.

Name of General Partner

3. Owners. Franchisee and each of its Owners represents and warrants that the following is a complete and accurate list of all Owners of Franchisee, including the full name and mailing address of each Owner, and fully describes the nature and extent of each Owner's interest in Franchisee. Franchisee, and each Owner as to their ownership interest, represents and warrants that each Owner is the sole and exclusive legal and beneficial owner of their ownership interest in Franchisee, free

and clear of all liens, restrictions, agreements and encumbrances of any kind or nature, other than those required or permitted by this Agreement.

Owner's Name and Address

Description of Interest

GOSH ENTERPRISES, INC.,
an Ohio corporation

FRANCHISEE

By: _____

By: NOT APPLICABLE

Print Name: Charley Shin

Print Name: _____

Title: CEO

Title: _____

EXHIBIT B

**TO THE CHARLEYS PHILLY STEAKS RESTAURANT FRANCHISE AGREEMENT
BETWEEN
GOSH ENTERPRISES, INC. AND
JAE CHO
DATED NOVEMBER 22, 2016**

1. The Premises shall be the following location: Natick Mall, 1245 Worester Street,
Natick, Massachusetts 07160.

2. The Premises is:

 X Located in a Mall

 A Freestanding Restaurant

 An In-line Restaurant in a Strip Center

GOSH ENTERPRISES, INC.,
an Ohio corporation

By: _____

Print Name: Charley Shin

Title: CEO

FRANCHISEE

If a business entity:

By: _____

Print Name: _____

Title: _____

If Individuals:

By: _____

Print Name: Jae-Cho

EXHIBIT C

OWNERS' PERSONAL GUARANTY OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the Charleys Philly Steaks Restaurant Franchise Agreement dated as of November 22, 2016 (the "Agreement") by and between GOSH ENTERPRISES, INC. ("GEI"), and Jae Cho ("Franchisee"), each of the undersigned owners of an interest in Franchisee hereby personally and unconditionally: (1) guarantees to GEI and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and that each and every representation of Franchisee made in connection with the Agreement are true, correct and complete in all respects at and as of the time given; and (2) agrees personally to be bound by, and personally liable for the breach of, each and every provision in the Agreement.

Each of the undersigned waives: (a) acceptance and notice of acceptance by GEI of the foregoing undertakings; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right he may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (e) any and all other notices and legal or equitable defenses to which he may be entitled.

Each of the undersigned consents and agrees that: (i) their direct and immediate liability under this guaranty shall be joint and several; (ii) they shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (iii) such liability shall not be contingent or conditioned upon pursuit by GEI of any remedies against Franchisee or any other person; and (iv) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which the GEI may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the agreement.

If GEI brings an action to enforce this Guarantee, the prevailing party in such proceeding shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred during, prior to, in preparation for or in contemplation of the filing of any such proceeding. In any judicial proceeding, these costs and expenses shall be determined by the court and not by a jury.

This Guarantee shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and assigns. GEI's interests in and rights under this Guarantee are freely assignable, in whole or in part, by GEI. Any assignment shall not release the undersigned from this Guarantee.

This Agreement shall be construed under the laws of the State of Ohio, without regard to, and without applying, Ohio conflict of law principles.

IN WITNESS THEREOF, each of the undersigned has hereunto affixed their signature, under seal, on the same day and year as the Agreement was executed.

PERCENTAGE OF OWNERSHIP
INTERESTS IN FRANCHISEE

GUARANTOR(S)

(Signature)

Jae Cho

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

**ADDENDUM TO CHARLEYS PHILLY STEAKS® RESTAURANT
FRANCHISE AGREEMENT**
(Natick Mall, #)

THIS ADDENDUM is hereby entered into this 22ND day of November, 2016, as an additional part of the Charleys Philly Steaks® Franchise Agreement (the "Agreement") entered into on November 22, 2016, by and between Gosh Enterprises, Inc. (the "Franchisor"), and Jae Cho a(n) individual (the "Franchisee"). Terms defined in the Agreement are used herein as so defined.

WHEREAS, the parties desire to amend certain provisions of the Agreement; and

WHEREAS, the parties are entering into this Addendum for purposes consistent with these recitals;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and incorporating the foregoing recitals, the parties hereto agree as follows:

1. Section 6 of the Agreement is hereby amended by deleting the first sentence in Section 6.01 in its entirety and inserting the following in lieu thereof:

"Simultaneously with your execution of this Agreement, you agree to pay us an initial franchise fee of \$15,000.00."

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed the Addendum as of the date first above written.

GOSH ENTERPRISES, INC.,
an Ohio corporation

By: _____

Print Name: Charley Shin

Title: CEO

FRANCHISEE

If a business entity:

By: _____

Print Name: _____

Title: _____

If Individuals:

By: _____

Print Name: Jae Cho

**ADDENDUM TO CHARLEY'S GRILLED SUBS® RESTAURANT
FRANCHISE AGREEMENT**

THIS ADDENDUM is hereby entered into this 22nd day of November, 2016, as an additional part of the Charley's Philly Steaks® Restaurant Franchise Agreement (the "Agreement") entered into on November 22, 2016, between GOSH ENTERPRISES, INC. (the "Franchisor" "GEI" or "we") and Jae Cho, a(n) individual (the "Franchisee" or "you"). Terms defined in the Agreement are used in this Addendum as defined in the Agreement.

WHEREAS, the parties desire to amend certain provisions of the Agreement; and

WHEREAS, the parties are entering into this Addendum for purposes consistent with these recitals;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and incorporating the foregoing recitals, the parties hereto agree as follows:

1. Franchisee is a "Multi-Unit Franchisee" (defined herein as a franchisee owning three (3) or more Charleys restaurants). Therefore, notwithstanding anything in the Agreement to the contrary, Franchisee shall pay a reduced Royalty Fee equal to five percent (5%) of Gross Sales until the earlier of: (i) the expiration or termination of the Franchise Agreement; or (ii) such time as Franchisor elects to discontinue such reduction, which Franchisor may determine at any time in its sole discretion for any reason (such time period, the "Royalty Reduction Period").

3. In the event at any time during the Royalty Reduction Period either: (i) there is an assignment, pledge or hypothecation of the lease (the "Lease") for the Restaurant, or sublease of the Premises, or other Transfer (as such term is defined in the Franchise Agreement) of all or any part of Franchisee's interest in the Lease, in the Premises or in this Franchise Agreement (including, without limitation, any change in control of Franchisee or, if applicable, Guarantor, with or without Franchisor's consent); (ii) an event of default under the Franchise Agreement occurs and is continuing beyond any applicable cure period; or (iii) Franchisee and its Affiliates *collectively* do not own and operate three (3) or more units of Charley's Restaurants at any time during the Royalty Reduction Period, then the Royalty Reduction Period shall terminate automatically on the date immediately preceding the effective date of such assignment, pledge, hypothecation, sublease, Transfer, the date of such default or the date of owning and operating less than three (3) units, whichever is applicable, and Franchisee shall thereafter again be liable to pay to Franchisor royalty fees, in the amounts set forth in the Franchise Agreement. Additionally, in the event of a termination of the Royalty Reduction Period in accordance with the terms of this Section, Franchisor shall have the right to terminate the Royalty Reduction Period for Franchisee's other Restaurants.

4. Section 10.02 of the Franchise Agreement is hereby amended by inserting the following sentence at the end thereof:

"You shall participate in and comply with the terms of any promotional campaigns, local store marketing campaigns, and advertising and any other programs that Franchisor and its Affiliates establish from time to time in a manner directed by Franchisor in the manuals or otherwise in writing."

IN WITNESS WHEREOF, the parties have executed the Addendum as of the date first above written.

FRANCHISOR:

GOSH ENTERPRISES, INC.,
an Ohio corporation

By: _____

Charley Shin

Its: _____


CEO

FRANCHISEE:

[NAME OF CORPORATE ENTITY],
a [STATE OF INCORPORATION]
[TYPE OF CORPORATE ENTITY]

By: _____

Its: _____



Jae Cho, Individually

JAE Y CHO
524 HILLSIDE ST. 1ST FL
RIDGEFIELD, NJ 07657

50-1421/260

104

DATE 12-27-16 PRO



EXALC® Value-Enhancing
PROPERTY with SECURITY

PAY TO Gosh Enterprises, Inc
THE ORDER OF

\$ 15,000.00

Fifteen thousand Only

DOLLARS

Heat
Reactive
Ink



NewBank

189 Hornum Ave.
Clisler, NJ 07624
www.newbankusa.com

MEMO

Natick Mall franchise fee

MP

INK. DETAILS ON BACK

DEC

Gosh Enterprises, Inc.
Processing Form for
New/Expansion/Renewal/Transfer Locations

Franchisee Name: Jae Cho

Franchisee Entity: _____

Address: 524 Hillside St., FL 1

City: Ridgelyfield State: NJ Zip: 07657

Phone: 201-982-8341 Cell Phone: _____

Fax: _____ Email: jay1658@gmail.com

Royalty Rate: 6% FA Dated: 11-22-16

Qualifies for Royalty Reduction Program? Y Rate: 5%

Store Name: Natick Mall Store #: 3044

City: Natick State: MA

Check Number: 104 Dev. Rep. Seok Kim

New Agreement: ✓ Fee: \$15,000

Renewal Agreement: _____ Fee: _____

Transfer Agreement: _____ Fee: _____

Expected Transfer Date: _____

Additional Fees Due: _____

Special Notes: _____

JAE Y CHO
524 HILLSIDE ST. 1ST FL
RIDGELYFIELD, NJ 07657

50-1421/260

104

DATE 12-27-16



PAY TO Gosh Enterprises, Inc \$ 15,000.00
THE ORDER OF

Fifteen thousand Only DOLLARS



100 Roman Ave.
Crosier, NJ 07624
www.newbankusa.com

MEMO

Natick Mall franchise fee

ITEM TITLE: Continuation of Public Hearing: Change of Address from 24 Prime Parkway to 24 Superior Drive-Franchi Management Company

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	4/24/2017	Cover Memo
Safety Committee Recommendations - Jan-Feb 2017	4/26/2017	Cover Memo

PUBLIC HEARING
BOARD OF SELECTMEN
TOWN OF NATICK

The Board of Selectmen will conduct a public hearing on Monday, May 1, 2017, 7:00 p.m., Natick Town Hall, Edward H. Dlott Meeting Room, 13 East Central Street, Natick, MA for a change of address from 24 Prime Parkway to 24 Superior Drive.

Anyone interested in commenting on this matter is asked to attend the above mentioned hearing.

A handwritten signature in black ink, appearing to read "R. Jennett, Jr.", with a stylized flourish at the end.

Richard P. Jennett, Jr., Clerk



TOWN OF NATICK

SAFETY COMMITTEE RECOMMENDATIONS

POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER 30A, SECTIONS 23A-23C

NATICK POLICE DEPARTMENT SAFETY COMMITTEE JANUARY – FEBRUARY 2017

AGENDA ITEM	RECOMMENDATION	DATE
Traffic Rules and Orders	Safety Committee and Chief Hicks recommend to Board of Selectmen to approve updated Traffic Rules and Orders.	February 28, 2017
Request to install MUTCD approved Stop Sign, Stop Line and stenciled “Stop” on Wentworth Road at Terrane Road.	Committee VOTED to recommend to Board of Selectmen to install MUTCD approved Stop Sign, Stop Line and stenciled “Stop” in roadway on eastbound side of Wentworth Road at Terrane Road.	January 17, 2017
Lakeside Campus Drive	Committee VOTED to allow MathWorks to name private driveway on MathWorks Campus “Lakeside Campus Drive”. As this is a private drive a vote by Board of Selectmen is not necessary.	January 17, 2017
Request to remove “No Parking Signs” on Morency Street	Based on opinion of Town Counsel. Committee VOTED to recommend to Board of Selectmen to rescind vote taken by Board of Selectmen on October 23, 1995 to Post “NO PARKING” signs across from 53 Morency Street, as Morency Street is an unaccepted way.	February 28, 2017

Request for Address Change (Building Owner will need 2-3 month lead time to allow for tenants to plan accordingly)	Committee VOTED to recommend to Board of Selectmen to hold a Public Hearing to change address of 24 Prime Parkway to 24 Superior Drive. Thus eliminating all references to the use of Prime Parkway which no longer exists.	February 28, 2017
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ITEM TITLE: CliftonLarsenAllen, LLC
ITEM SUMMARY: a. Independent Auditors' Report 6/30/16
b. Extension of Contract

ATTACHMENTS:

Description	Upload Date	Type
FY 2016 Financial Statements and Management Letter	4/24/2017	Cover Memo
FY 2016 Exit Conference Presentation	5/10/2017	Cover Memo
Clifton Larson Allen Quote for Fiscal Years Ending June 30, 2017, 2018, & 2019	5/11/2017	Cover Memo
Town Administrator Recommendation	5/11/2017	Cover Memo
Audit Advisory Committee Retention Recommendation	5/11/2017	Cover Memo

TOWN OF NATICK, MASSACHUSETTS

**INDEPENDENT AUDITORS' REPORT ON
BASIC FINANCIAL STATEMENTS AND
REQUIRED SUPPLEMENTARY INFORMATION**

JUNE 30, 2016

**TOWN OF NATICK, MASSACHUSETTS
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INDEPENDENT AUDITORS' REPORT

Honorable Board of Selectmen
Town of Natick, Massachusetts

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Town of Natick, Massachusetts, as of and for the year ended June 30, 2016 (except for the Natick Contributory Retirement System, which is as of and for the year ended December 31, 2015), and the related notes to the financial statements, which collectively comprise the Town of Natick, Massachusetts' basic financial statements as listed in the table of contents. We did not audit the financial statements of the Morse Institute in Natick (the Institute), which is the sole discretely presented component unit and represents 100% of the assets, net position and revenues of the discretely presented component unit.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Institute, the sole discretely presented component unit. Those financial statements were audited by another auditor whose report thereon has been furnished to us, and our opinion, insofar as it relates to the amounts for the Institute, is based on the report of the other auditor. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. The financial statements of the Institute, the sole discretely presented component unit, were not audited in accordance with *Government Auditing Standards*.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Basis for Qualified Opinion on Discretely Presented Component Unit

As more fully described in Note 1, the financial statements of the Institute were prepared on the cash basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. The amount by which this departure would affect the assets, net position and revenues of the Institute has not been determined.

Qualified Opinion

In our opinion, based on the report of the other auditor and as described in the "Basis for Qualified Opinion on Discretely Presented Component Unit" paragraph, the financial statements of the Institute presents fairly, in all material respects, the financial position of the Institute as of June 30, 2016, and the change in financial position for the year then ended in conformity with the cash basis of accounting.

Unmodified Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Natick, Massachusetts, as of June 30, 2016 (except for the Natick Contributory Retirement System, which is as of and for the year ended December 31, 2015), and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

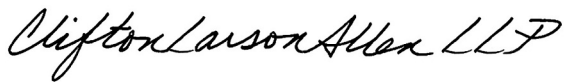
Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis (located on pages 4 through 12) and general fund budgetary comparison and certain pension and other postemployment benefits information (located on pages 74 through 82) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Honorable Board of Selectmen
Town of Natick, Massachusetts

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 13, 2017, on our consideration of the Town of Natick, Massachusetts' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town of Natick, Massachusetts' internal control over financial reporting and compliance.

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP".

CliftonLarsonAllen LLP

Boston, Massachusetts
March 13, 2017

**TOWN OF NATICK, MASSACHUSETTS
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED JUNE 30, 2016**

As management of the Town of Natick, Massachusetts (Town), we offer readers of these financial statements this narrative overview and analysis of the Town's financial activities for the fiscal year ended June, 30, 2016.

FINANCIAL HIGHLIGHTS

- The assets of the Town exceeded its liabilities at the close of the most recent fiscal year by \$80,046,332 (net position). The Town's governmental activities have an unrestricted net deficit of \$94,205,656 and its business-type activities unrestricted net position totaled \$5,769,824.
- The Town's total net position decreased by \$5,814,480.
- As of the close of the fiscal year, the Town's governmental funds reported combined ending fund balances totaling \$59,627,186 an increase of approximately \$1,900,000 in comparison with the prior year. Approximately \$23,521,000 represents unassigned fund balance.
- At the end of the fiscal year, unassigned fund balance for the general fund totaled \$25,184,365, or 18% of total general fund expenditures and transfers out.
- The Town's total bonded debt decreased by \$6,031,039 during the fiscal year. The Town issued \$4,750,000 of new debt during the year, of which, \$1,155,000 was used to refund the remaining principal of a prior issuance. The remainder was used for building construction, land improvements, infrastructure, departmental equipment and vehicles.

OVERVIEW OF THE BASIC FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the *basic financial statements*, which consists of the following three components:

1. Government-wide financial statements
2. Fund financial statements
3. Notes to the basic financial statements.

This report also contains required supplementary information in addition to the basic financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the Town's finances, in a manner similar to a private-sector business.

The **statement of net position** presents information on all of the Town's non-fiduciary assets, deferred outflows, liabilities and deferred inflows, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

**TOWN OF NATICK, MASSACHUSETTS
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED JUNE 30, 2016**

The **statement of activities** presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes, earned but unused vacation leave, etc.).

Both of the government-wide financial statements distinguish functions of the Town that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*).

Governmental activities include general government, public safety, education, public works, health and human services, culture and recreation and debt service (interest). Business-type activities include the Town's water and sewer and golf course operations.

The government-wide financial statements can be found on pages 14-16 of this report.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds can be divided into the following categories and are described below:

1. Governmental funds
2. Proprietary funds
3. Fiduciary funds

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of expendable resources, as well as on balances of expendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term effect of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

**TOWN OF NATICK, MASSACHUSETTS
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED JUNE 30, 2016**

The Town maintains 462 individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for the general fund, which are considered to be a major fund. Data from the other 461 governmental funds are combined into a single, aggregated presentation titled *nonmajor governmental funds*.

The basic governmental fund financial statements can be found on pages 17-20 of this report.

Proprietary Funds

The Town maintains one type of proprietary fund.

Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The Town uses enterprise funds to account for its water and sewer and golf course operations. The water and sewer enterprise fund is considered to be major fund, while the golf course enterprise fund is considered nonmajor.

The basic proprietary funds financial statements can be found on pages 21-23 of this report.

Fiduciary Funds

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the Town's programs. The accounting used for fiduciary funds is similar to that used for proprietary funds.

The fiduciary funds provide separate information for the Town's pension trust fund. Private-purpose trust funds and agency funds are reported and combined into a single, aggregate presentation in the fiduciary fund financial statements under the captions "private purpose trust funds" and "agency funds", respectively.

The basic fiduciary fund financial statements can be found on pages 24-25 of this report.

Notes to the Basic Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 26-71 of this report.

Required Supplementary Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information. Presented in this information is the budget comparison for the general fund and certain pension and other post-employment benefit information, which can be found on pages 74-82.

**TOWN OF NATICK, MASSACHUSETTS
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED JUNE 30, 2016**

Government-Wide Financial Analysis

The following tables present current and prior year data on the government-wide financial statements.

Net Position

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. The Town's assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$80,046,332 at the close of the fiscal year and are summarized as follows:

	Governmental Activities		Business-Type Activities		Total	
	2016	2015	2016	2015	2016	2015
Assets						
Current Assets	\$ 77,141,460	\$ 74,770,795	\$ 15,430,290	\$ 16,054,613	\$ 92,571,750	\$ 90,825,408
Noncurrent Assets (Excluding Capital Assets)	480,235	451,968	1,233,173	1,366,352	1,713,408	1,818,320
Capital Assets (Net)	185,399,061	185,358,399	36,435,618	36,721,482	221,834,679	222,079,881
Total Assets	263,020,756	260,581,162	53,099,081	54,142,447	316,119,837	314,723,609
Deferred Outflows of Resources	14,256,016	10,297,624	533,089	385,069	14,789,105	10,682,693
Liabilities						
Current Liabilities (Excluding Debt)	12,842,515	13,751,121	306,120	1,474,021	13,148,635	15,225,142
Noncurrent Liabilities (Excluding Debt)	150,789,904	134,557,754	4,607,697	4,148,454	155,397,601	138,706,208
Current Debt	9,273,964	7,579,699	3,630,788	2,094,508	12,904,752	9,674,207
Noncurrent Debt	58,366,018	62,629,605	10,185,425	12,163,422	68,551,443	74,793,027
Total Liabilities	231,272,401	218,518,179	18,730,030	19,880,405	250,002,431	238,396,584
Deferred Inflows of Resources	829,173	1,105,565	31,006	41,341	860,179	1,146,906
Net Position						
Net Investment in Capital Assets	124,900,598	120,741,146	29,101,310	29,061,644	154,001,908	149,802,790
Restricted	14,480,256	17,894,381	-	-	14,480,256	17,894,381
Unrestricted	(94,205,656)	(87,380,485)	5,769,824	5,544,126	(88,435,832)	(81,836,359)
Total Net Position	\$ 45,175,198	\$ 51,255,042	\$ 34,871,134	\$ 34,605,770	\$ 80,046,332	\$ 85,860,812

The largest portion of the Town's net position (\$154,001,908) reflects its investment in capital assets (e.g., land, construction in progress, land improvements, leasehold improvements, buildings, machinery and equipment, vehicles, library books and infrastructure), less any related outstanding debt used to acquire those assets. These capital assets are used to provide services to citizens; consequently, these assets are not available for future spending. Although the investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the Town's net position (\$14,480,256) represents resources that are subject to external restrictions on how they may be used. The remaining balance represents a net deficit of \$88,435,832. Of this amount \$5,769,824 may be used to support business-type activities and (\$94,205,656) represents an unrestricted net deficit in governmental activities.

At the end of the current fiscal year, the Town reports positive balances in all three categories of net position for business-type activities. For governmental activities, positive balances are reported in each category except for unrestricted net position. Such resources have been consumed with the recognition of other postemployment benefit liabilities and net pension liability.

**TOWN OF NATICK, MASSACHUSETTS
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED JUNE 30, 2016**

Changes in Net Position

For the fiscal year ended June 30, 2016, the Town's total net position decreased by \$5,814,480, compared to a decrease of \$1,821,559 in the prior fiscal year. These amounts are summarized as follows:

	Governmental Activities		Business-Type Activities		Total	
	2016	2015	2016	2015	2016	2015
Revenues						
<i>Program Revenues:</i>						
Charges for Services	\$ 13,543,369	\$ 13,213,142	14,984,351	\$ 13,623,411	\$ 28,527,720	\$ 26,836,553
Operating Grants and Contributions	25,699,899	24,486,098	146,825	96,159	25,846,724	24,582,257
Capital Grants and Contributions	1,147,081	2,006,170	-	606,150	1,147,081	2,612,320
<i>General Revenues:</i>						
Real Estate and Personal Property Taxes	100,236,930	96,385,818	-	-	100,236,930	96,385,818
Motor Vehicle and Other Excise Taxes	5,440,141	5,237,497	-	-	5,440,141	5,237,497
Hotel/Motel Taxes	1,519,913	1,403,267	-	-	1,519,913	1,403,267
Penalties and Interest on Taxes	411,873	524,650	-	-	411,873	524,650
Payments in Lieu of Taxes	34,738	34,822	-	-	34,738	34,822
Grants and Contributions not Restricted to Specific Programs	4,661,417	4,460,240	-	-	4,661,417	4,460,240
Unrestricted Investment Income	376,852	264,360	-	-	376,852	264,360
Total Revenues	<u>153,072,213</u>	<u>148,016,064</u>	<u>15,131,176</u>	<u>14,325,720</u>	<u>168,203,389</u>	<u>162,341,784</u>
Expenses						
General Government	9,088,013	8,814,464	-	-	9,088,013	8,814,464
Public Safety	27,345,359	25,714,773	-	-	27,345,359	25,714,773
Education	96,844,624	90,002,783	-	-	96,844,624	90,002,783
Public Works	15,914,168	15,318,136	-	-	15,914,168	15,318,136
Health and Human Services	3,800,501	3,598,114	-	-	3,800,501	3,598,114
Culture and Recreation	2,734,387	2,493,350	-	-	2,734,387	2,493,350
Library	3,079,548	3,034,937	-	-	3,079,548	3,034,937
Debt Service - Interest	2,306,944	2,585,442	-	-	2,306,944	2,585,442
Water and Sewer	-	-	12,088,947	11,606,496	12,088,947	11,606,496
Golf	-	-	815,378	994,848	815,378	994,848
Total Expenses	<u>161,113,544</u>	<u>151,561,999</u>	<u>12,904,325</u>	<u>12,601,344</u>	<u>174,017,869</u>	<u>164,163,343</u>
Change in Net Position Before Transfers	(8,041,331)	(3,545,935)	2,226,851	1,724,376	(5,814,480)	(1,821,559)
Transfers, Net	<u>1,961,487</u>	<u>2,187,847</u>	<u>(1,961,487)</u>	<u>(2,187,847)</u>	<u>-</u>	<u>-</u>
Change in Net Position	(6,079,844)	(1,358,088)	265,364	(463,471)	(5,814,480)	(1,821,559)
Net Position - Beginning of Year	<u>51,255,042</u>	<u>52,613,130</u>	<u>34,605,770</u>	<u>35,069,241</u>	<u>85,860,812</u>	<u>87,682,371</u>
Net Position - End of Year	<u>\$ 45,175,198</u>	<u>\$ 51,255,042</u>	<u>\$ 34,871,134</u>	<u>\$ 34,605,770</u>	<u>\$ 80,046,332</u>	<u>\$ 85,860,812</u>

Governmental activities decreased the Town's net position by \$6,079,844. In the prior year, governmental activities decreased the Town's net position by \$1,358,088. The key element of this change is an increase in pension expense of approximately \$3,000,000, and an increase in salaries and employee benefits expense of approximately \$1,500,000.

Business-type activities increased the Town's net position by \$265,364. In the prior year, business-type activities decreased the Town's net position by \$463,471. The key element of this change is an increase in water and sewer revenue user charges of approximately \$1,300,000.

**TOWN OF NATICK, MASSACHUSETTS
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED JUNE 30, 2016**

Fund Financial Statement Analysis

As noted earlier, the Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the governmental funds is to provide information on near-term inflows, outflows, and balances of expendable resources. Such information is useful in assessing the Town's financing requirements.

At the end of the current fiscal year, the governmental funds reported combined ending fund balances totaling \$59,627,186, an increase of approximately \$1,900,000 in comparison with the prior year. 39.5% of this total amount (\$23,520,742) represents unassigned fund balance. The remainder of fund balance includes the following constraints:

- Nonspendable (\$14,616)
- Restricted (\$21,403,137)
- Committed (\$13,203,273)
- Assigned (\$1,485,418)

The general fund is the chief operating fund of the Town. At the end of the current fiscal year, unassigned fund balance of the general fund totaled \$25,184,365, while total fund balance was \$41,568,807. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total general fund expenditures and transfers out. Unassigned fund balance represents 18% of total general fund expenditures and transfers out, while total fund balance represents 30% of that same amount.

The balance of the Town's general fund increased by \$7,077,805 during fiscal year 2016. The Town recognized an approximate \$15,523,000 budgetary surplus (excluding encumbrances and continuing appropriations), and anticipated utilizing approximately \$11,558,000 of reserves during year.

Proprietary Funds

The Town's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the water and sewer and golf course enterprise funds at the end of the year amounted to \$5,658,098 and \$111,726, respectively. The water and sewer enterprise fund had an increase in net position for the year totaling \$134,553. The golf course enterprise fund had an increase in net position for the year totaling \$130,811. Other factors concerning the finances of these two funds have already been addressed in the discussion of the Town's business-type activities.

General Fund Budgetary Highlights

The original general fund budget of \$129,283,067 was increased by \$3,493,754 (2.7%) during the year.

**TOWN OF NATICK, MASSACHUSETTS
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED JUNE 30, 2016**

The following table summarizes the increase:

Purpose of Increase/Decrease	Amount	Funding Source
Transfer to Capital Stabilization	\$ 1,343,888	Unassigned Fund Balance
Increase for Capital Articles	489,500	Transfers from Stabilization Fund
Transfer to FAR Stabilization	433,635	Unassigned Fund Balance
Public Works Expenditures	400,000	Local Receipts
School Transportation	371,573	Tax Levy
Increase for Capital Articles	282,600	Unassigned Fund Balance
General Government Expenditures	40,000	State Aid
Public Works Expenditures	93,865	State Aid/Tax Levy Reduction
Public Safety Expenditures	13,500	State Aid/Tax Levy Reduction
General Government Expenditures	12,000	State Aid/Tax Levy Reduction
General Government Expenditures	5,093	Unassigned Fund Balance
Health & Human Services Expenditures	5,000	State Aid/Tax Levy Reduction
Culture and Recreation Expenditures	3,100	Unassigned Fund Balance
Total Net Increase	<u>\$ 3,493,754</u>	

During the year, general fund revenues and other financing sources exceeded budgetary estimates, while expenditures and encumbrances and continuing appropriations were less than budgeted appropriations, resulting in a positive budget to actual variance of approximately \$8,790,000.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

The Town's investment in capital assets for its governmental and business type activities at the end of the fiscal year totaled \$221,834,679 (net of accumulated depreciation). This investment in capital assets includes land, construction in progress, land improvements, leasehold improvements, buildings, machinery and equipment, vehicles, library books and infrastructure. The total decrease in the investment in capital assets for the current fiscal year totaled \$245,202 or 0.1%.

Major capital asset events that occurred during the current fiscal year include the following:

- Governmental Activity - Infrastructure (\$7,216,141)
- Water and Sewer – Infrastructure (\$1,799,692)
- Public Safety and Public Works - vehicles (\$1,159,799)
- Pegan Lane – Land Purchase (\$1,000,000)
- Public Safety and Public Works - equipment (\$718,858)

The following table summarizes the Town's capital assets (net of accumulated depreciation):

	Governmental Activities		Business-Type Activities		Total	
	2016	2015	2016	2015	2016	2015
Land	\$ 11,179,386	\$ 10,179,386	\$ 1,053,254	\$ 1,053,254	\$ 12,232,640	\$ 11,232,640
Construction in Progress	1,548,921	4,421,525	338,430	2,462,190	1,887,351	6,883,715
Land Improvements	3,834,233	4,055,894	1,347,275	1,431,444	5,181,508	5,487,338
Leasehold Improvements	575,334	596,255	-	-	575,334	596,255
Buildings	128,473,315	132,895,934	771,015	784,552	129,244,330	133,680,486
Machinery and Equipment	5,235,407	6,826,081	1,126,612	689,829	6,362,019	7,515,910
Vehicles	4,901,042	4,002,187	384,996	685,869	5,286,038	4,688,056
Library Books	953,175	899,030	-	-	953,175	899,030
Infrastructure	28,698,248	21,482,107	31,414,036	29,614,344	60,112,284	51,096,451
Total Capital Assets	<u>\$ 185,399,061</u>	<u>\$ 185,358,399</u>	<u>\$ 36,435,618</u>	<u>\$ 36,721,482</u>	<u>\$ 221,834,679</u>	<u>\$ 222,079,881</u>

Additional information on the Town's capital assets can be found in Note 5 on pages 47-49 of this report.

**TOWN OF NATICK, MASSACHUSETTS
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED JUNE 30, 2016**

Long-Term Debt

At the end of the current fiscal year, total bonded debt outstanding was \$78,436,195, which is backed by the full faith and credit of the Town, and is summarized as follows:

	Governmental Activities		Business-Type Activities		Total	
	2016	2015	2016	2015	2016	2015
General Obligation Bonds	\$ 65,951,142	\$ 70,025,265	\$ 8,824,843	\$ 10,292,553	\$ 74,775,985	\$ 80,317,818
MWRA Notes	-	-	674,634	885,348	674,634	885,348
MWPAT Notes	163,840	184,039	2,821,736	3,080,029	2,985,576	3,264,068
Total Bond and Notes	<u>\$ 66,114,982</u>	<u>\$ 70,209,304</u>	<u>\$ 12,321,213</u>	<u>\$ 14,257,930</u>	<u>\$ 78,436,195</u>	<u>\$ 84,467,234</u>

The Town's total bonded debt decreased by \$6,031,039 (7.1%) during the current fiscal year. \$4,750,000 of new debt was issued during the year for refunding (current), building construction, land improvements, infrastructure, departmental equipment, and vehicles.

The Town received an AAA rating from Standard & Poor's for its most recent issuance of long-term debt on April 21, 2016.

Additional information on the Town's long-term debt can be found in Note 9 on pages 52-55 of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS

The Town of Natick has seen continued growth over the past several years. Unemployment in Natick remained far below the national average (2.0% as of December 31, 2016 compared to the Commonwealth of Massachusetts average of 2.8% for the same time period).

State Aid revenues in Fiscal Year 2016 improved once again over the prior year. In particular, Chapter 70 Aid increased \$135,425, or 1.5% and Unrestricted General Government Aid increased \$122,069, or 3.6%.

The Town of Natick has also been fortunate to experience consistent new growth in property tax revenue. In Fiscal year 2016, new growth increased by \$663,875. However, new growth also brings increases in the number of students enrolled in the Natick Public School system. The Town has seen increased enrollment of approximately 900 students in the last 10 years. This type of growth is not easily sustainable within proposition 2 ½. It constantly requires the Town to plan strategically to develop funding mechanisms that will assist in providing adequate staffing to meet the needs of new and existing students.

The development of the Fiscal Year 2017 budget was a difficult process. Under the limitations of Proposition 2 ½, a large burden of was placed on other revenue categories to be as robust as possible to maintain service levels across the Town. Fortunately, the Town was able to realize a significant savings in health care costs by negotiating health care reform in conjunction with the Public Employees Committee. In addition, the Town's fiscally conservative approach to budgeting local revenues is working. The Town had \$12 million of free cash certified as of June 30, 2016 and used a portion of this to fund staffing for the Natick Public Schools, thus avoiding the need for an operational override. The Town appropriated approximately \$3.9 million to the Capital Stabilization Fund at the Fall 2016 Annual Town Meeting to help pay for future capital improvements.

**TOWN OF NATICK, MASSACHUSETTS
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED JUNE 30, 2016**

At the Fall 2015 Annual Town Meeting, voters supported an appropriation of \$200,000 to embark on a Comprehensive Master Plan. The Plan is now a work in progress and at the Spring 2016 Annual Town meeting, voters supported an additional \$200,000 appropriation for the completion of this plan. This Plan will provide a process for public engagement and input into critical issues facing the Town. This will include topics such as housing, land use, transportation, economic development, arts and culture, education and more.

Given slow improvements in the economy, the favorable changes in revenue and the maintenance of services in Fiscal Year 2016, future forecasts indicate the demand for services may outweigh the ability to pay for all services. Further service level improvements will be difficult as the Town has many financial challenges to overcome. These include balancing increasing school enrollments against the revenue stream, along with expected increases in health care costs, pension and OPEB liabilities and other existing obligations.

There is a continuing need to rebuild reserves while also meeting the responsibility to minimize tax payer impact. The Town is concerned that a structural imbalance will continue to occur in the creation of its' annual budget and that the use of one time funding is relied upon too greatly each year. Long-range budget forecasting continues to become increasingly more important and useful for the Town.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Town's finances for all those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Finance Director, Town Hall, 13 East Central Street, Natick, Massachusetts 01760.

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TOWN OF NATICK, MASSACHUSETTS
STATEMENT OF NET POSITION
JUNE 30, 2016

	Primary Government			Component
	Governmental Activities	Business-Type Activities	Total	Unit Morse Institute
ASSETS				
Current Assets:				
Cash and Cash Equivalents	\$ 45,446,777	\$ 3,669,183	\$ 49,115,960	\$ 502,825
Restricted Cash and Cash Equivalents	19,057,742	6,498,586	25,556,328	-
Investments	4,436,095	1,158,715	5,594,810	1,848,331
Restricted Investments	3,689,631	-	3,689,631	-
Receivables, Net of Allowance for Uncollectible Amounts:				
Real Estate and Personal Property Taxes	980,442	-	980,442	-
Tax, Trash, and Utility Liens	2,130,746	178,245	2,308,991	-
Motor Vehicle and Other Excise Taxes	408,189	-	408,189	-
User Charges	-	3,790,207	3,790,207	-
Special Assessments	11,392	128,196	139,588	-
Department and Other	423,471	-	423,471	-
Intergovernmental	547,043	-	547,043	-
Due from Fiduciary Funds	9,932	-	9,932	-
Inventory	-	7,158	7,158	-
Total Current Assets	77,141,460	15,430,290	92,571,750	2,351,156
Noncurrent Assets:				
Receivables, Net of Allowance for Uncollectible Amounts:				
Real Estate Tax Deferrals	402,093	-	402,093	-
Special Assessments	78,142	1,176,121	1,254,263	-
Intergovernmental	-	57,052	57,052	-
Capital Assets not being Depreciated	12,728,307	1,391,684	14,119,991	-
Capital Assets, Net of Accumulated Depreciation	172,670,754	35,043,934	207,714,688	-
Total Noncurrent Assets	185,879,296	37,668,791	223,548,087	-
Total Assets	263,020,756	53,099,081	316,119,837	2,351,156
DEFERRED OUTFLOWS OF RESOURCES				
Pension Related	14,256,016	533,089	14,789,105	-
LIABILITIES				
Current Liabilities:				
Warrants Payable	2,917,686	138,598	3,056,284	-
Accrued Payroll	6,611,903	58,563	6,670,466	-
Tax Refunds Payable	2,443,324	-	2,443,324	-
Other Liabilities	242,865	-	242,865	-
Accrued Interest	204,570	108,042	312,612	-
Capital Lease Obligations	62,686	-	62,686	-
Workers' Compensation Claims	86,602	-	86,602	-
Landfill Post-Closure	34,043	-	34,043	-
Compensated Absences	238,836	917	239,753	-
BAN Payable	1,525,000	1,495,000	3,020,000	-
Bonds and Notes Payable	7,748,964	2,135,788	9,884,752	-
Total Current Liabilities	22,116,479	3,936,908	26,053,387	-
Noncurrent Liabilities:				
Capital Lease Obligations	407,585	-	407,585	-
Workers' Compensation Claims	86,602	-	86,602	-
Landfill Post-Closure	340,430	-	340,430	-
Compensated Absences	2,149,523	8,254	2,157,777	-
Net Pension Liability	84,950,666	3,176,642	88,127,308	-
Net OPEB Obligation	62,855,098	1,422,801	64,277,899	-
Bonds and Notes Payable	58,366,018	10,185,425	68,551,443	-
Total Noncurrent Liabilities	209,155,922	14,793,122	223,949,044	-
Total Liabilities	231,272,401	18,730,030	250,002,431	-
DEFERRED OUTFLOWS OF RESOURCES				
Pension Related	829,173	31,006	860,179	-
NET POSITION				
Net Investment in Capital Assets	124,900,598	29,101,310	154,001,908	-
Restricted for:				
Other Post Employment Benefits	720,807	-	720,807	-
Conservation Commission	135,824	-	135,824	-
Infrastructure	2,604,736	-	2,604,736	-
Special Education	1,045,197	-	1,045,197	-
Debt Service	1,949,545	-	1,949,545	-
Permanent Funds:				
Expendable	92,678	-	92,678	-
Nonexpendable	14,616	-	14,616	1,171,573
Other Specific Purposes	7,916,853	-	7,916,853	-
Unrestricted	(94,205,656)	5,769,824	(88,435,832)	1,179,583
Total Net Position	\$ 45,175,198	\$ 34,871,134	\$ 80,046,332	\$ 2,351,156

See accompanying Notes to Financial Statements.

**TOWN OF NATICK, MASSACHUSETTS
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2016**

Functions/Programs	Expenses	Program Revenues			Net (Expense)/ Revenue
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Primary Government:					
Governmental Activities:					
General Government	\$ 9,088,013	\$ 1,624,012	\$ 1,251,423	\$ 77,870	\$ (6,134,708)
Public Safety	27,345,359	3,658,686	251,567	23,000	(23,412,106)
Education	96,844,624	5,387,434	23,668,712	-	(67,788,478)
Public Works	15,914,168	1,295,342	12,199	1,046,211	(13,560,416)
Health and Human Services	3,800,501	315,281	395,233	-	(3,089,987)
Culture and Recreation	2,734,387	1,216,291	113,208	-	(1,404,888)
Library	3,079,548	46,323	3,704	-	(3,029,521)
Debt Service-Interest	2,306,944	-	3,853	-	(2,303,091)
Total Governmental Activities	161,113,544	13,543,369	25,699,899	1,147,081	(120,723,195)
Business-Type Activities:					
Water and Sewer	12,088,947	14,285,902	144,998	-	2,341,953
Golf	815,378	698,449	1,827	-	(115,102)
Total Business-Type Activities	12,904,325	14,984,351	146,825	-	2,226,851
Total Primary Governments	174,017,869	28,527,720	25,846,724	1,147,081	(118,496,344)
Component Units:					
Morse Institute	\$ 365,397	\$ 10,003	\$ 219,787	\$ -	\$ (135,607)

See accompanying Notes to Financial Statements.

**TOWN OF NATICK, MASSACHUSETTS
STATEMENT OF ACTIVITIES (CONTINUED)
YEAR ENDED JUNE 30, 2016**

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Total	
CHANGES IN NET POSITION				
Net (Expense) Revenue (From Previous Page)	<u>\$ (120,723,195)</u>	<u>\$ 2,226,851</u>	<u>\$ (118,496,344)</u>	<u>\$ (135,607)</u>
General Revenues:				
Real Estate and Personal Property Taxes	100,236,930	-	100,236,930	-
Motor Vehicle and Other Excise Taxes	5,440,141	-	5,440,141	-
Hotel/Motel Taxes	1,519,913	-	1,519,913	-
Penalties and Interest on Taxes	411,873	-	411,873	-
Payments in Lieu of Taxes	34,738	-	34,738	-
Grants and Contributions Not Restricted to Specific Programs	4,661,417	-	4,661,417	-
Unrestricted Investment Income	376,852	-	376,852	-
Transfers, Net	1,961,487	(1,961,487)	-	-
Total General Revenues and Transfers	<u>114,643,351</u>	<u>(1,961,487)</u>	<u>112,681,864</u>	<u>-</u>
CHANGE IN NET POSITION	(6,079,844)	265,364	(5,814,480)	(135,607)
Net Position - Beginning of Year	<u>51,255,042</u>	<u>34,605,770</u>	<u>85,860,812</u>	<u>2,486,763</u>
NET POSITION - END OF YEAR	<u>\$ 45,175,198</u>	<u>\$ 34,871,134</u>	<u>\$ 80,046,332</u>	<u>\$ 2,351,156</u>

See accompanying Notes to Financial Statements.

**TOWN OF NATICK, MASSACHUSETTS
GOVERNMENTAL FUNDS
BALANCE SHEET
JUNE 30, 2016**

ASSETS	General	Nonmajor Governmental Funds	Total Governmental Funds
Cash and Cash Equivalents	\$ 45,446,777	\$ -	\$ 45,446,777
Investments	4,436,095	-	4,436,095
Receivables, Net of Allowance for Uncollectible Amounts:			
Real Estate and Personal Property Taxes	980,442	-	980,442
Real Estate Tax Deferrals	402,093	-	402,093
Tax and Trash Liens	2,130,746	-	2,130,746
Motor Vehicle and Other Excise Taxes	408,189	-	408,189
Special Assessments	18,391	71,143	89,534
Departmental and Other	423,471	-	423,471
Intergovernmental	169,159	377,884	547,043
Due from Fiduciary Funds	9,932	-	9,932
Restricted Assets:			
Cash and Cash Equivalents	976,921	18,080,821	19,057,742
Investments	718,830	2,970,801	3,689,631
Total Assets	<u>\$ 56,121,046</u>	<u>\$ 21,500,649</u>	<u>\$ 77,621,695</u>
 LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
LIABILITIES			
Warrants Payable	\$ 1,635,475	\$ 1,282,211	\$ 2,917,686
Accrued Payroll	6,047,987	563,916	6,611,903
Tax Refunds Payable	2,443,324	-	2,443,324
Other Liabilities	242,865	-	242,865
Short-Term Notes Payable	-	1,525,000	1,525,000
Total Liabilities	<u>10,369,651</u>	<u>3,371,127</u>	<u>13,740,778</u>
 DEFERRED INFLOWS OF RESOURCES			
Unavailable Revenue	<u>4,182,588</u>	<u>71,143</u>	<u>4,253,731</u>
 FUND BALANCES			
Nonspendable	-	14,616	14,616
Restricted	1,695,751	19,707,386	21,403,137
Committed	13,203,273	-	13,203,273
Assigned	1,485,418	-	1,485,418
Unassigned	25,184,365	(1,663,623)	23,520,742
Total Fund Balances	<u>41,568,807</u>	<u>18,058,379</u>	<u>59,627,186</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 56,121,046</u>	<u>\$ 21,500,649</u>	<u>\$ 77,621,695</u>

See accompanying Notes to Financial Statements.

**TOWN OF NATICK, MASSACHUSETTS
GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
YEAR ENDED JUNE 30, 2016**

	General	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES			
Real Estate and Personal Property Taxes	\$ 99,857,340	\$ -	\$ 99,857,340
Motor Vehicle and Other Excise Taxes	5,445,148	-	5,445,148
Hotel/Motel Tax	1,519,913	-	1,519,913
Tax and Trash Liens	616,220	-	616,220
Payments in Lieu of Taxes	34,738	-	34,738
Trash Disposal	866,220	-	866,220
Intergovernmental	22,535,553	7,630,348	30,165,901
Special Assessments	3,924	28,485	32,409
Penalties and Interest on Taxes	411,873	-	411,873
Licenses and Permits	2,290,110	-	2,290,110
Fines and Forfeitures	224,755	347,974	572,729
Departmental and Other	2,652,548	7,798,063	10,450,611
Contributions	-	412,573	412,573
Investment Income	474,129	53,835	527,964
Total Revenues	<u>136,932,471</u>	<u>16,271,278</u>	<u>153,203,749</u>
EXPENDITURES			
Current:			
General Government	5,582,355	2,573,687	8,156,042
Public Safety	14,637,773	409,530	15,047,303
Education	63,824,215	12,403,424	76,227,639
Public Works	10,954,146	5,115,476	16,069,622
Health and Human Services	1,727,539	282,567	2,010,106
Culture and Recreation	455,087	1,254,463	1,709,550
Library	2,254,306	52,593	2,306,899
Pension Benefits	7,684,402	-	7,684,402
Employee Benefits	15,660,808	-	15,660,808
Property and Liability Insurance	570,194	-	570,194
State and County Charges	1,390,031	-	1,390,031
Debt Service:			
Principal	7,579,699	-	7,579,699
Interest	2,441,779	-	2,441,779
Total Expenditures	<u>134,762,334</u>	<u>22,091,740</u>	<u>156,854,074</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>2,170,137</u>	<u>(5,820,462)</u>	<u>(3,650,325)</u>
OTHER FINANCING SOURCES (USES)			
Proceeds of Bonds and Notes	-	3,480,000	3,480,000
Premium from Issuance of Bonds and Notes	122,640	-	122,640
Transfers In	7,615,028	2,550,000	10,165,028
Transfers Out	(2,830,000)	(5,373,541)	(8,203,541)
Total Other Financing Sources (Uses)	<u>4,907,668</u>	<u>656,459</u>	<u>5,564,127</u>
NET CHANGE IN FUND BALANCES	7,077,805	(5,164,003)	1,913,802
Fund Balances - Beginning of Year	<u>34,491,002</u>	<u>23,222,382</u>	<u>57,713,384</u>
FUND BALANCES - END OF YEAR	<u>\$ 41,568,807</u>	<u>\$ 18,058,379</u>	<u>\$ 59,627,186</u>

See accompanying Notes to Financial Statements.

**TOWN OF NATICK, MASSACHUSETTS
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TOTAL FUND BALANCES TO THE STATEMENT OF NET POSITION
YEAR ENDED JUNE 30, 2016**

Total Governmental Fund Balances (Page 17)	\$ 59,627,186
Capital assets (net of accumulated depreciation) used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds	185,399,061
Other assets are not available to pay for current period expenditures and, therefore, are reported as deferred inflows of resources in the governmental funds	4,253,731
In the statement of net position, interest is accrued on outstanding long-term debt, whereas in the governmental funds interest is not reported until due	(204,570)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds	
Bonds and Notes Payable, Net	(66,114,982)
Capital Lease Obligations	(470,271)
Workers' Compensation Claims	(173,204)
Landfill Post-Closure	(374,473)
Compensated Absences	(2,388,359)
Net Pension Liability	(84,950,666)
Net OPEB Obligation	(62,855,098)
In the statement of net position, deferred outflows and inflows of resources are reported for amounts related to pensions. This amount represents the net deferrals.	<u>13,426,843</u>
Net Position of Governmental Activities (Page 14)	<u><u>\$ 45,175,198</u></u>

TOWN OF NATICK, MASSACHUSETTS
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2016

Net Change in Fund Balances - Total Governmental Funds (Page 18)	\$ 1,913,802
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. These amounts represent the related activity of the current period.	
Capital Outlays	8,554,778
Depreciation	(8,480,721)
In the statement of activities, the loss on the disposals of capital assets is reported, whereas in the governmental funds the disposals are not reported as financial resources. As a result, the change in net position differs from the change in fund balance by the net book value of the capital assets disposed.	(33,395)
Revenues in the statement of activities that do not provide current financial resources are reported as deferred inflows of resources in the governmental funds. Therefore, the recognition of revenue for various types of accounts receivable (i.e., real estate and personal property, motor vehicle excise, etc.) differ between the two statements. This amount represents the net change in deferred inflows of resources.	(225,059)
The issuance of long-term debt (e.g., bonds and leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the financial resources of governmental funds. Neither transaction, however, has any impact on net position. Also, governmental funds report the effect of material premiums and discounts when debt is first issued, whereas these amounts are amortized in the statement of activities. These amounts represent the related activity of the current period.	
Proceeds of Bonds	(3,480,000)
Premium from Issuance of Bonds	(122,640)
Bond Maturities	7,579,699
Net Amortization of Bond Premiums	117,263
Capital Lease Maturities	61,277
In the statement of activities, interest is accrued on outstanding long-term debt, whereas in the governmental funds interest is not reported until due. This amount represents the net change in accrued interest payable.	17,572
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported in the governmental funds. These amounts represent the net changes:	
Workers' Compensation	234,050
Landfill Post-Closure	34,043
Compensated Absences	(582,549)
Net Pension Liability	(8,221,078)
Net OPEB Obligation	(7,681,670)
In the statement of activities, deferred outflows and inflows of resources related to pensions are amortized and recognized as pension expense. This amount represents the net change in deferred outflows and inflows related to pensions.	4,234,784
Changes in Net Position of Governmental Activities (Page 16)	<u>\$ (6,079,844)</u>

See accompanying Notes to Financial Statements.

**TOWN OF NATICK, MASSACHUSETTS
PROPRIETARY FUNDS
STATEMENT OF FUND NET POSITION
JUNE 30, 2016**

	Business-Type Activities - Enterprise Funds		
	Water and Sewer	Nonmajor Golf	Total
ASSETS			
Current Assets:			
Cash and Cash Equivalents	\$ 3,212,387	\$ 456,796	\$ 3,669,183
Restricted Cash and Cash Equivalents	6,486,514	12,072	6,498,586
Investments	1,158,715	-	1,158,715
Receivables, Net of Allowance for Uncollectible Amounts:			
User Charges	3,790,207	-	3,790,207
Utility Liens	178,245	-	178,245
Special Assessments	128,196	-	128,196
Inventory	-	7,158	7,158
Total Current Assets	<u>14,954,264</u>	<u>476,026</u>	<u>15,430,290</u>
Noncurrent Assets:			
Receivables, Net of Allowance for Uncollectible Amounts:			
Special Assessments	1,176,121	-	1,176,121
Intergovernmental	57,052	-	57,052
Capital Assets not being Depreciated	717,685	673,999	1,391,684
Capital Assets, Net of Accumulated Depreciation	<u>33,498,162</u>	<u>1,545,772</u>	<u>35,043,934</u>
Total Noncurrent Assets	<u>35,449,020</u>	<u>2,219,771</u>	<u>37,668,791</u>
Total Assets	<u>50,403,284</u>	<u>2,695,797</u>	<u>53,099,081</u>
DEFERRED OUTFLOWS OF RESOURCES			
Pension Related	<u>523,392</u>	<u>9,697</u>	<u>533,089</u>
LIABILITIES			
Current Liabilities:			
Warrants Payable	10,406	128,192	138,598
Accrued Payroll	49,465	9,098	58,563
Accrued Interest	99,037	9,005	108,042
Compensated Absences	917	-	917
Short-Term Notes Payable	1,495,000	-	1,495,000
Long-Term Bonds and Notes Payable	<u>1,918,158</u>	<u>217,630</u>	<u>2,135,788</u>
Total Current Liabilities	<u>3,572,983</u>	<u>363,925</u>	<u>3,936,908</u>
Noncurrent Liabilities:			
Compensated Absences	8,254	-	8,254
Net Pension Liability	3,118,858	57,784	3,176,642
Net OPEB Obligation	1,265,519	157,282	1,422,801
Long-Term Bonds and Notes Payable	<u>9,391,715</u>	<u>793,710</u>	<u>10,185,425</u>
Total Noncurrent Liabilities	<u>13,784,346</u>	<u>1,008,776</u>	<u>14,793,122</u>
Total Liabilities	<u>17,357,329</u>	<u>1,372,701</u>	<u>18,730,030</u>
DEFERRED INFLOWS OF RESOURCES			
Pension Related	<u>30,442</u>	<u>564</u>	<u>31,006</u>
FUND NET POSITION			
Net Investment in Capital Assets	27,880,807	1,220,503	29,101,310
Unrestricted	<u>5,658,098</u>	<u>111,726</u>	<u>5,769,824</u>
Total Net Position	<u>\$ 33,538,905</u>	<u>\$ 1,332,229</u>	<u>\$ 34,871,134</u>

See accompanying Notes to Financial Statements.

**TOWN OF NATICK, MASSACHUSETTS
PROPRIETARY FUNDS
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
YEAR ENDED JUNE 30, 2016**

	Business-Type Activities - Enterprise Funds		
	Water and Sewer	Nonmajor Golf	Total
OPERATING REVENUES			
Charges for Services	\$ 14,285,902	\$ 698,449	\$ 14,984,351
OPERATING EXPENSES			
Cost of Service and Administration	4,055,872	638,931	4,694,803
MWRA Assessment	5,526,614	-	5,526,614
Repairs and Maintenance	547,530	18,301	565,831
Depreciation	1,622,180	113,080	1,735,260
Total Operating Expenses	11,752,196	770,312	12,522,508
OPERATING INCOME (LOSS)	2,533,706	(71,863)	2,461,843
NONOPERATING REVENUES (EXPENSES)			
Intergovernmental (Debt Subsidy)	65,974	-	65,974
Premium from Issuance of Bonds and Notes	-	1,570	1,570
Investment Income	79,024	257	79,281
Interest Expense	(336,751)	(45,066)	(381,817)
Total Nonoperating Revenues (Expenses), Net	(191,753)	(43,239)	(234,992)
INCOME (LOSS) BEFORE TRANSFERS	2,341,953	(115,102)	2,226,851
Transfers In	-	280,000	280,000
Transfers Out	(2,207,400)	(34,087)	(2,241,487)
Total Transfers, Net	(2,207,400)	245,913	(1,961,487)
CHANGE IN FUND NET POSITION	134,553	130,811	265,364
Fund Net Position - Beginning of Year	33,404,352	1,201,418	34,605,770
FUND NET POSITION - END OF YEAR	<u>\$ 33,538,905</u>	<u>\$ 1,332,229</u>	<u>\$ 34,871,134</u>

See accompanying Notes to Financial Statements.

**TOWN OF NATICK, MASSACHUSETTS
PROPRIETARY FUNDS
STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2016**

	Business-Type Activities - Enterprise Funds		
	Water and Sewer	Nonmajor Golf	Total
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from Customers and Users	\$ 14,595,793	\$ 700,719	\$ 15,296,512
Payments to Vendors	(8,371,517)	1,351,690	(7,019,827)
Payments to Employees	(1,918,422)	(1,856,556)	(3,774,978)
Net Cash Provided by Operating Activities	<u>4,305,854</u>	<u>195,853</u>	<u>4,501,707</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Transfers In	-	280,000	280,000
Transfers Out	(2,207,400)	(34,087)	(2,241,487)
Net Cash Provided by Noncapital Financing Activities	<u>(2,207,400)</u>	<u>245,913</u>	<u>(1,961,487)</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Proceeds from the Issuance of Bonds and Notes	2,737,000	28,000	2,765,000
Premium from the Issuance of Bonds and Notes	62,088	1,570	63,658
Acquisition and Construction of Capital Assets	(1,410,929)	(38,467)	(1,449,396)
Principal Payments on Bonds and Notes	(3,848,508)	(213,500)	(4,062,008)
Interest Paid	(335,632)	(46,464)	(382,096)
Net Cash Used by Capital and Related Financing Activities	<u>(2,795,981)</u>	<u>(268,861)</u>	<u>(3,064,842)</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchases/Sales of Investments, Net	(65,058)	-	(65,058)
Investment Income	79,024	257	79,281
Net Cash Provided by Investing Activities	<u>13,966</u>	<u>257</u>	<u>14,223</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	(683,561)	173,162	(510,399)
Cash and Cash Equivalents - Beginning of Year (Includes \$7,422,597 and \$15,134 Reported as Restricted in the Water and Sewer and Nonmajor Enterprise Funds, Respectively)	<u>10,382,462</u>	<u>295,706</u>	<u>10,678,168</u>
CASH AND CASH EQUIVALENTS AT END OF YEAR (Includes \$6,486,514 and \$12,072 Reported as Restricted in the Water and Sewer and NonMajor Enterprise Funds, Respectively)	<u>\$ 9,698,901</u>	<u>\$ 468,868</u>	<u>\$ 10,167,769</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH FROM OPERATING ACTIVITIES			
Operating Income (Loss)	\$ 2,533,706	\$ (71,863)	\$ 2,461,843
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by Operating Activities:			
Changes in Assets and Liabilities not Requiring Current Cash Flows:			
Depreciation	1,622,180	113,080	1,735,260
Net Pension Liability	146,351	2,709	149,060
Net OPEB Obligation	159,416	28,534	187,950
Effect of Changes in Operating Assets and Liabilities:			
User Charges	159,546	-	159,546
Utility Liens	17,652	-	17,652
Special Assessments	132,693	-	132,693
Intergovernmental	-	-	-
Inventory	-	2,270	2,270
Warrants Payable	(433,758)	117,612	(316,146)
Accrued Payroll	13,024	3,511	16,535
Other Liabilities	(4,820)	-	(4,820)
Compensated Absences	(40,136)	-	(40,136)
Total Adjustments	<u>1,772,148</u>	<u>267,716</u>	<u>2,039,864</u>
Net Cash Provided by Operating Activities	<u>\$ 4,305,854</u>	<u>\$ 195,853</u>	<u>\$ 4,501,707</u>
NONCASH INVESTING, CAPITAL, AND FINANCING ACTIVITIES			
Intergovernmental Debt Subsidies (MCWT)	<u>\$ 65,974</u>	<u>\$ -</u>	<u>\$ 65,974</u>

See accompanying Notes to Financial Statements.

**TOWN OF NATICK, MASSACHUSETTS
FIDUCIARY FUNDS
STATEMENT OF FIDUCIARY NET POSITION
JUNE 30, 2016**

ASSETS	Pension Trust Fund (as of December 31, 2015)	Private Purpose Trust Funds	Agency Funds
Cash and Cash Equivalents	\$ 660,322	\$ -	\$ 718,528
Investments:			
Equity Mutual Funds	66,474,005	58,431	-
Fixed Income Mutual Funds	24,402,147	-	-
Real Estate Funds	1,251,638	-	-
Private Equity Fund	948,697	-	-
Fixed Income Securities	-	193,998	-
External Investment Pool (PRIT)	18,749,668	-	-
Receivables, Net of Allowance for Uncollectible Amounts:			
Departmental and Other	-	-	253,828
Intergovernmental	4,093,030	-	-
Total Assets	<u>116,579,507</u>	<u>252,429</u>	<u>\$ 972,356</u>
LIABILITIES			
Warrants Payable	-	-	\$ 53,336
Accrued Payroll	-	-	40,850
Liabilities Due Depositors	-	-	878,170
Due to Primary Government	-	9,932	-
Total Liabilities	<u>-</u>	<u>9,932</u>	<u>\$ 972,356</u>
NET POSITION			
Restricted for Pension Benefits and Other Purposes	<u>\$ 116,579,507</u>	<u>\$ 242,497</u>	

See accompanying Notes to Financial Statements.

**TOWN OF NATICK, MASSACHUSETTS
FIDUCIARY FUNDS
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
YEAR ENDED JUNE 30, 2016**

	Pension Trust Fund (Year Ended December 31, 2015)	Private Purpose Trust Funds
ADDITIONS		
Contributions:		
Employer	\$ 8,049,681	\$ -
Plan Members	3,243,263	-
Total Contributions	<u>11,292,944</u>	<u>-</u>
Net Investment Income:		
Net Depreciation in Fair Value of Investments	(4,619,960)	-
Interest	5,325,382	10,849
Total Investment Income	<u>705,422</u>	<u>10,849</u>
Less: Investment Expense	<u>(575,860)</u>	<u>-</u>
Net Investment Income	<u>129,562</u>	<u>10,849</u>
Intergovernmental	98,464	-
Total Additions	<u>11,520,970</u>	<u>10,849</u>
DEDUCTIONS		
Administration	232,122	-
Retirement Benefits, Including Reimbursements and Refunds	10,966,687	-
Other	-	5,000
Total Deductions	<u>11,198,809</u>	<u>5,000</u>
CHANGE IN NET POSITION	322,161	5,849
Net Position - Beginning of Year	<u>116,257,346</u>	<u>236,648</u>
NET POSITION - END OF YEAR	<u><u>\$ 116,579,507</u></u>	<u><u>\$ 242,497</u></u>

See accompanying Notes to Financial Statements.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. General

The basic financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP). The Governmental Accounting Standards Board (GASB) is the standard-setting body for establishing governmental accounting and financial reporting principles. The significant accounting policies are described herein.

B. Reporting Entity

The Town of Natick, Massachusetts (Town) is a municipal corporation that is governed by an elected Board of Selectmen.

For financial reporting purposes, the basic financial statements include all funds, organizations, agencies, boards, commissions, and institutions that are not legally separate from the Town.

The Town has also considered all potential component units for which it is financially accountable as well as other organizations for which the nature and/or significance of their relationship with the Town are such that exclusion would cause the Town's basic financial statements to be misleading or incomplete.

Fiduciary Fund Component Unit

The Town has included the Natick Contributory Retirement System (System) as a component unit (fiduciary fund) in the reporting entity because of the significance of its operational and financial relationship with the Town. Fiduciary fund component units are entities that are legally separate from the Town, but are so related that they are, in substance, the same as the Town or entities providing services entirely or almost entirely for the benefit of the Town.

The System was established to provide retirement benefits to Town employees, the Natick Housing Authority employees, and their beneficiaries. The System is governed by a five-member board comprised of the Town Comptroller (ex-officio), two members elected by the System's participants, one member appointed by the Town's Board of Selectmen, and one member appointed by the System's four other Board members. The System is presented using the accrual basis of accounting and is reported as a pension trust fund in the fiduciary funds' financial statements.

The System does not issue a separate audited financial statement. The System issues a publicly available unaudited financial report in accordance with guidelines established by the Commonwealth of Massachusetts' (Commonwealth) Public Employee Retirement Administration Commission (PERAC).

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Reporting Entity (Continued)

Discretely Presented Component Unit

Discretely presented component units are entities that are legally separate from the Town, but are financially accountable to the Town, or whose relationships with the Town are such that exclusion would cause the Town's financial statements to be misleading or incomplete. The Town has included the Morse Institute in Natick (Institute) as a discretely presented component unit because it is fiscally dependent on the Town and because the nature and significance of its relationship with the Town is such that exclusion would cause the Town's financial statements to be misleading.

The Institute provides support to enhance the operations of the Town's public library and is exempt from federal and state income taxes as it is established under Section 501(c)(3) of the Internal Revenue Code.

The Institute issues separately audited cash basis financial statements, which is a comprehensive basis of accounting other than GAAP. The main difference is that the effect on earnings from accounts and pledges receivable as well as accounts payable and donated services are not recognized. Complete financial statements of the Institute, audited by another auditor, can be obtained directly from the Institute by contacting the Director at 14 East Central Street, Natick, Massachusetts 01760.

Joint Venture

A joint venture is an organization (resulting from a contractual arrangement) that is owned, operated or governed by two or more participants as a separate and specific activity subject to joint control in which the participants retain an ongoing financial interest or ongoing financial responsibility. Joint control means that no single participant has the ability to unilaterally control the financial or operating policies of the joint venture.

The Town participates in one joint venture with other municipalities to pool resources and share the costs, risks and rewards of providing goods and services to venture participants directly, or for the benefit of the general public or specified recipients.

South Middlesex Regional Vocational Technical High School District

The Town is indirectly liable for the South Middlesex Regional Vocational Technical High School District (District) debt and other expenditures and is assessed annually for its share of operating and capital costs. The Town's fiscal year 2016 assessment total approximately \$1,247,000. Separate audited financial statements may be obtained by contacting the District at 750 Winter Street, Framingham, Massachusetts 01702.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Implementation of New Accounting Principles

For the year ending June 30, 2016, the Town implemented the following pronouncements issued by the GASB:

- GASB Statement No. 72, *Fair Value Measurement and Application*
- GASB Statement No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not Within Scope of GASB 68, and Amendments to Certain Provisions of GASB Statements 67 and 68*
- GASB Statement No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*
- GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*

The implementation of GASB Statement No. 72 required certain disclosures to be made about fair value measurements, the level of fair value hierarchy, and valuation techniques related to the Town's investments.

The implementation of GASB Statement No.'s 73, 76, and 79 had no reporting impact for the Town.

D. Government-Wide and Fund Financial Statements

Government-Wide Financial Statements

The government-wide financial statements (statement of net position and the statement of activities) report information on all non-fiduciary activities of the primary government and its discretely presented component units. *Governmental activities*, which are primarily supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which are primarily supported by user fees. Likewise, the primary government is reported separately from legally separate discretely presented component units for which the primary government is financially accountable.

Fund Financial Statements

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though fiduciary funds are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. Nonmajor funds are aggregated and displayed in a single column.

Fiduciary funds are reported by fund type.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Measurement Focus, Basis of Accounting and Basis of Presentation

Government-Wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded when the liabilities are incurred. Real estate and personal property taxes are recognized as revenues in the fiscal year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The statement of activities demonstrates the degree to which the direct expenses of a function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include the following:

- Charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment
- Grants and contributions that are restricted to meeting the operational requirements of a specific function or segment
- Grants and other contributions that are restricted to meeting the capital requirements of a specific function or segment

Taxes and other items not identifiable as program revenues are reported as general revenues. Except for charges between the general fund and enterprise funds, the effect of interfund activity has been eliminated from the government-wide financial statements. Elimination of these charges would distort the direct costs and program revenues reported for the functions affected.

Fund Financial Statements

Governmental funds financial statements are reported using the flow of current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., measurable and available). Measurable means the amount of the transaction can be determined and available means collectible within the current period or soon enough thereafter to pay liabilities of the current period. Expenditures are recorded when the related fund liability is incurred, except for unmatured interest on general long-term debt which is recognized when due, and certain compensated absences, claims and judgments which are recognized when the obligations are expected to be liquidated with current expendable available resources.

Real estate and personal property tax revenues are considered available if they are collected within 60-days after the end of the fiscal year. Investment income is susceptible to accrual. Other receipts and tax revenues become measurable and available when the cash is received and are recognized as revenue at that time.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Measurement Focus, Basis of Accounting and Basis of Presentation (Continued)

Entitlements and shared revenues are recorded at the time of receipt or earlier if the susceptible to accrual criteria is met. Expenditure driven grants recognize revenue when the qualifying expenditures are incurred and all other grant requirements are met.

The following major governmental fund is reported:

The *general fund* is used to account for and report all financial resources not accounted for and reported in another fund.

The nonmajor governmental funds consist of special revenue, capital projects, debt service, and permanent funds that are aggregated and presented in the *nonmajor governmental funds* column on the governmental funds financial statements. The following describes the general use of these fund types:

Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.

Capital projects funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Capital projects funds exclude those types of capital-related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments.

Debt service funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

Permanent funds are used to account for and report resources that are restricted to the extent that only earnings, and not principal, may be used for purposes that support the government's programs and benefit the government or its citizenry.

Proprietary funds financial statements are reported using the flow of economic resources measurement focus and use the accrual basis of accounting, whereby revenues are recorded when earned and expenses are recorded when the liabilities are incurred.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the proprietary funds principal ongoing operations. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Measurement Focus, Basis of Accounting and Basis of Presentation (Continued)

The following proprietary funds are reported:

The *water and sewer* enterprise fund is reported as a major fund and is used to account for the Town's water and sewer activities.

The *golf course* enterprise fund is reported as a nonmajor fund and is used to account for the Sassamon Trace golf course activities.

Fiduciary funds financial statements are reported using the flow of economic resources measurement focus and use the accrual basis of accounting. Fiduciary funds are used to account for assets held in a trustee capacity for others that cannot be used to support the government's programs.

The following fiduciary fund types are reported:

The *pension trust fund* is used to account for the activities of the System, which accumulates resources to provide pension benefits to eligible retirees and their beneficiaries.

The *private-purpose trust fund* is used to account for trust arrangements, other than those properly reported in the permanent fund, under which principal and investment income exclusively benefits individuals, private organizations, or other governments.

The *agency fund* is used to account for assets held in a custodial capacity and consist primarily of the police detail and school related funds. Agency funds do not present the results of operations or have a measurement focus.

F. Deposits and Investments

Government-Wide and Fund Financial Statements

Cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with an original maturity of three months or less from the date of acquisition.

Investments are carried at fair value, net asset value (NAV), or amortized cost, as further discussed in Note 3.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

G. Accounts Receivable

Government-Wide and Fund Financial Statements

The recognition of revenue related to accounts receivable reported in the government-wide and proprietary funds financial statements are reported under the accrual basis of accounting. The recognition of revenue related to receivables in the governmental funds financial statements are reported under the modified accrual basis of accounting.

Real Estate Taxes, Personal Property Taxes and Tax Liens

Real estate and personal property taxes are levied and based on values assessed on January 1st of every year. Assessed values are established by the Board of Assessor's for 100% of the estimated fair market value. Taxes are due on August 1st, November 1st, February 1st, and May 1st and are subject to penalties and interest if they are not paid by the respective due date.

Real estate tax liens are processed six months after the close of the valuation year on delinquent properties and are recorded as receivables in the fiscal year they are processed.

Motor Vehicle Excise Taxes

Motor vehicle excise taxes are assessed annually for each vehicle registered in the Town and are recorded as receivables in the fiscal year of the levy. The Commonwealth is responsible for reporting the number of vehicles registered and the fair values of those vehicles to the Town. The tax calculation is the fair value of the vehicle multiplied by \$25 per \$1,000 of value.

User Charges (Water and Sewer)

User fees are levied monthly based on individual meter readings and are subject to penalties and interest if they are not paid by the respective due date. Water and sewer liens are processed annually in December and are included as a lien on the property owner's tax bill. Water and sewer charges are recorded as receivables in the fiscal year of the commitment.

Special Assessments

Special assessments consist of sewer, sidewalk, street, RUST, and Title V betterments and are recorded as receivables in the fiscal year accrued.

Departmental and Other

Departmental and other receivables primarily consist of ambulance, police details, and trash ("Pay as you Throw" (PAYT) program) and are recorded as receivables in the fiscal year accrued.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

G. Accounts Receivable (Continued)

Intergovernmental

Various state and federal operating and capital grants are applied for and received annually. For non-expenditure driven grants, revenue is recognized as soon as all eligibility requirements imposed by the provider have been met. For expenditure driven grants, revenue is recognized when the qualifying expenditures are incurred and all other grant requirements are met.

H. Allowance for Uncollectible Amounts

The allowance for uncollectible amounts is estimated based on historical trends and specific account analysis for the following accounts receivable:

- Personal property taxes
- Motor vehicle and other excise taxes
- Departmental and other (excluding the PAYT program)

The following types of accounts receivable are secured via the lien process and are considered 100% collectible. Accordingly, an allowance for uncollectible amounts is not reported.

- Real estate taxes and tax liens
- User charges (water and sewer, including liens)
- Special assessments
- Departmental and other (PAYT program)

Intergovernmental receivables are considered 100% collectible.

I. Inventories

Government-Wide and Fund Financial Statements

Inventories of the governmental activities, governmental funds and water and sewer enterprise fund are recorded as expenditures at the time of purchase. Such inventories consist primarily of supplies and are not material in total to the respective financial statements and therefore are not reported.

Inventories of the golf course enterprise fund are stated at weighted average cost.

J. Restricted Assets

Government-Wide and Fund Financial Statements

Assets are reported as restricted when limitations on their use change the nature of the availability of the asset. Such constraints are either externally imposed by creditors, contributors, grantors, or laws of other governments, or are imposed by law through constitutional provisions or enabling legislation.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

K. Capital Assets

Government-Wide and Proprietary Funds Financial Statements

Capital assets, which consist of land, construction in progress, land improvements, buildings, machinery and equipment, vehicles, library books, and infrastructure (e.g., roads, water mains, sewer mains, and similar items), are reported in the applicable governmental or business-type activities column of the government-wide financial statements.

Capital assets are recorded at historical cost or at estimated historical cost if actual historical cost is not available. Donated capital assets are recorded at the estimated fair market value at the date of donation.

All purchases and construction costs in excess of \$5,000 are capitalized at the date of acquisition or construction, respectively, with expected useful lives of greater than one year.

Capital assets (excluding land and construction in progress) are depreciated on a straight-line basis. The estimated useful lives of capital assets are as follows:

<u>Capital Asset Type</u>	<u>Estimated Useful Life (in years)</u>
Land Improvements	20-30
Buildings	20-40
Machinery and Equipment	5-10
Vehicles	5-15
Library Books	10
Infrastructure	10-50

The cost of normal maintenance and repairs that do not add to the value of the assets or materially extend asset lives are not capitalized and are treated as expenses when incurred. All improvements are capitalized.

Governmental Fund Financial Statements

Capital asset costs are recorded as expenditures in the acquiring fund in the fiscal year of the purchase.

L. Interfund Receivables and Payables

During the course of its operations, transactions occur between funds that may result in amounts owed between funds.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

L. Interfund Receivables and Payables (Continued)

Government-Wide Financial Statements

Transactions of a buyer/seller nature between governmental funds are eliminated from the governmental activities in the statement of net position. Any residual balances outstanding between the governmental activities and business-type activities are reported in the statement of net position as "internal balances".

Fund Financial Statements

Transactions of a buyer/seller nature between funds are not eliminated from the individual fund statements. Receivables and payables resulting from these transactions are classified as "Due from other funds" or "Due to other funds" on the balance sheet.

M. Interfund Transfers

During the course of its operations, resources are permanently reallocated between funds.

Government-Wide Financial Statements

Transfers between governmental funds are eliminated from the governmental activities in the statement of activities. Any residual balances outstanding between the governmental activities and business-type activities are reported in the statement of activities as "Transfers, Net".

Fund Financial Statements

Transfers between funds are not eliminated from the individual fund statements and are reported as transfers in and transfers out.

N. Deferred Outflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and will not be recognized as an outflow of resources (expense/expenditure) until that time.

Deferred outflows of resources related to pensions is reported in the government-wide and proprietary funds statements of net position.

O. Deferred Inflows of Resources

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and will not be recognized as an inflow of resources (revenue) until that time.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

O. Deferred Inflows of Resources (Continued)

Unavailable revenue is reported in the governmental funds balance sheet. Unavailable revenue represents billed receivables that do not meet the availability criterion in accordance with the current financial resources measurement focus and the modified accrual basis of accounting.

Deferred inflows of resources related to pensions is reported in the government-wide and proprietary funds statements of net position.

P. Net Position and Fund Balances

Government-Wide Financial Statements and Proprietary Funds Financial Statements (Net Position)

Net position represents the residual difference between assets and deferred outflows less liabilities and deferred inflows.

Net position are reported as restricted when amounts are restricted by outside parties for a specific future use. Net position has been “restricted” for the following:

“Other postemployment benefits” represents amounts restricted for retirees’ benefits (see Note 11).

“Conservation commission” represents amounts restricted for conservation projects.

“Infrastructure” represents amounts restricted for infrastructure improvements from mitigation funds.

“Special education” represents amounts restricted for special education costs from Massachusetts “circuit breaker” funds.

“Debt service” represents amounts accumulated from the Massachusetts School Building Authority (MSBA) for future payment of long-term debt service costs associated with school construction and net bond premiums associated with excluded debt. These amounts will be amortized over future fiscal years.

“Permanent funds – expendable” represents amounts held in trust for which the expenditures are restricted by various trust agreements.

“Permanent funds – nonexpendable” represents amounts held in trust for which only investment earnings may be expended.

“Other specific purposes” represents restrictions placed on assets from outside parties.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

P. Net Position and Fund Balances (Continued)

Governmental Funds Financial Statements (Fund Balances)

The following fund balance classifications describe the relative strength of the spending constraints:

Nonspendable — represents amounts that cannot be spent either because they are in nonspendable form (i.e., prepaid amounts) or because they are legally or contractually required to be maintained intact (i.e., principal of permanent fund).

Restricted — represents amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Committed — represents amounts that can be used only for specific purposes imposed by a formal action of Town Meeting, which is the highest level of decision-making authority for the Town. Committed amounts may be established, modified, or rescinded only through actions approved by Town Meeting.

Assigned — represents amounts that do not meet the criteria to be classified as restricted or committed but are intended to be used for specific purposes. Under the Town's structure, authorized assignments for non-contractual encumbrances can be made by individual department heads.

Unassigned — represents the residual fund balance for the General Fund and the negative residual fund balance of any other governmental fund that cannot be eliminated by offsetting assigned fund balance amounts.

In circumstances when an expenditure is made for a purpose for which amounts are available in multiple fund balance classifications, fund balance is depleted in the order of restricted, committed, assigned, and unassigned.

Encumbrance amounts have been assigned for specific purposes for which resources already have been allocated.

Q. Long-Term Debt

Government-Wide and Proprietary Fund Financial Statements

Long-term debt is reported as liabilities in the government-wide and proprietary funds statements of net position. Material bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Q. Long-Term Debt (Continued)

Governmental Fund Financial Statements

The face amount of governmental funds long-term debt is reported as other financing sources when the debt is issued. Bond premiums and discounts, as well as issuance costs, are recognized in the current period. Bond premiums are reported as other financing sources and bond discounts are reported as other financing uses. Issuance costs, whether or not withheld from the actual bond proceeds received, are reported as general government expenditures.

R. Investment Income

Investment income derived from major and nonmajor governmental funds is legally assigned to the general fund unless otherwise directed by Massachusetts General Law (MGL).

Investment income derived from the proprietary and fiduciary funds is retained in the respective funds.

S. Compensated Absences

Employees are granted vacation and sick leave in varying amounts based on collective bargaining agreements, state laws and executive policies.

Government-Wide and Proprietary Fund Financial Statements

Vested or accumulated vacation and sick leave are reported as liabilities and expensed as incurred.

Governmental Fund Financial Statements

Vested or accumulated vacation and sick leave, which will be liquidated with expendable available financial resources, are reported as expenditures and fund liabilities upon employee retirements and resignations.

T. Pensions

Government-Wide and Proprietary Fund Financial Statements

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of Natick Contributory Retirement System (System) and additions to/deductions from the System's fiduciary net position have been determined on the same basis as they are reported by the System. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

U. Post Retirement Benefits

Government-Wide and Fund Financial Statements

In addition to providing pension benefits and as more fully described in Note 11, the Town provides health and life insurance coverage for current and future retirees and their spouses.

V. Use of Estimates

Government-Wide and Fund Financial Statements

The preparation of basic financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure for contingent assets and liabilities at the date of the basic financial statements and the reported amounts of the revenues and expenditures/expenses during the fiscal year. Actual results could vary from estimates that were used.

W. Total Column

Government-Wide Financial Statements

The total column presented on the government-wide financial statements represents consolidated financial information.

Fund Financial Statements

The total column presented on the fund financial statements is presented only to facilitate financial analysis. Data in this column is not the equivalent of consolidated financial information.

NOTE 2 STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

A. Budgetary Information

Municipal Law requires the adoption of a balanced budget that is approved by Town Meeting vote. The Finance Committee presents an annual budget to Town Meeting, which includes estimates of revenues and other financing sources and recommendations of expenditures and other financing uses. Town Meeting, which has full authority to amend and/or reject the budget or any line item, adopts the expenditure budget by majority vote. Increases or transfers between departments subsequent to the approval of the annual budget require Special Town Meeting approval.

The majority of appropriations are non-continuing which lapse at the end of each fiscal year. Others are continuing appropriations for which the governing body has authorized that an unspent balance from a prior fiscal year be carried forward and made available for spending in the current fiscal year.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 2 STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY (CONTINUED)

Generally, expenditures may not exceed the legal level of spending (salaries, expenses, and capital) authorized for an appropriation account. However, the Town is statutorily required to pay debt service and other certain amounts, regardless of whether such amounts are appropriated.

An annual budget is adopted for the general fund in conformity with the guidelines described above. The original fiscal year 2016 approved budget for the general fund authorized \$129,283,067 in appropriations and other amounts to be raised. During fiscal year 2016, supplemental appropriations totaling \$3,493,754 were authorized.

The Comptroller's office has the responsibility to ensure that budgetary control is maintained. Budgetary control is exercised through the accounting system.

B. Excess of Expenditures over Appropriations

For the fiscal year ended June 30, 2016, expenditures exceeded appropriations for state and county charges in the amount of \$37,613.

C. Fund Deficits

At June 30, 2016, the following fund deficits exist:

Fund	Amount	Funding Source
Capital Improvements - Art 22B	\$ 941,820	Issuance of Long-Term Debt
Capital Improvements - Art 36B	480,677	Issuance of Long-Term Debt
Capital Improvements - Art 19B	96,212	Issuance of Long-Term Debt
Substance Abuse Prevention	40,280	Grant Proceeds
H57 Front End Ladder - Art 9B	39,583	Available Funds
MA DOT Complete Streets	14,090	Grant Proceeds
Other Funds	50,961	Grant Proceeds/Available Funds
Total Deficits	<u>\$ 1,663,623</u>	

NOTE 3 DEPOSITS AND INVESTMENTS

Town (Excluding the Pension Trust Fund and Institute)

The municipal finance laws of the Commonwealth authorize the Town to invest temporarily idle cash in bank term deposits and certificates of deposits, and treasury and agency obligations of the United States government, with maturities of one year or less; U.S. treasury or agency repurchase agreements with maturities of not more than 90 days; money market accounts, and the state treasurer's investment pool – the Massachusetts Municipal Depository Trust (MMDT). The Treasurer also has expanded investment powers as it relates to certain trust funds (as defined by the Commonwealth), permanent funds, and fiduciary funds.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 3 DEPOSITS AND INVESTMENTS (CONTINUED)

The MMDT is an external investment pool that meets the criteria established under GASB 79 to report its investments at amortized cost. As such, the City reports its investments in MMDT at amortized cost which approximates the net asset value of \$1.00 per share.

A cash and investment pool is maintained that is available for use by all funds with unrestricted cash and investments. The deposits and investments of the private purpose trust funds and the pension trust fund are held separately from other Town funds.

Deposits - Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of a bank failure, the Town's deposits may not be recovered. The Town does not have a policy for custodial credit risk of deposits. As of June 30, 2016, \$13,165,088 of the Town's bank balance of \$73,101,593 was uninsured and uncollateralized. The carrying value of the Town's deposits totaled \$72,193,326 at June 30, 2016.

Investments Summary

The Town's investments at June 30, 2016 are presented below. All investments are presented by investment type, with debt securities presented by maturity.

Investment Type	Total Amount	Investment Maturities (in Years)			
		Less Than 1	1 - 5	6 - 10	More Than 10
<u>Debt Securities:</u>					
U.S. Treasuries	\$ 370,862	\$ -	\$ 370,862	\$ -	\$ -
U.S. Agencies	1,310,457	-	1,310,457	-	-
Corporate Bonds	581,389	249,779	331,610	-	-
Money Market Mutual Funds	2,195,647	2,195,647	-	-	-
Fixed Income Securities	453,713	384,787	-	-	68,926
Certificates of Deposit	5,568,091	2,241,466	3,326,625	-	-
External Investment Pool (MMDT)	1,001,843	1,001,843	-	-	-
Total Debt Securities	<u>11,482,002</u>	<u>\$ 6,073,522</u>	<u>\$ 5,339,554</u>	<u>\$ -</u>	<u>\$ 68,926</u>
<u>Other Investments:</u>					
Equity Securities	800,214				
Equity Mutual Funds	<u>452,144</u>				
Total Other Investments	<u>1,252,358</u>				
Total Investments	<u>\$ 12,734,360</u>				

Investments - Interest Rate Risk of Debt Securities

Interest rate risk for debt securities is the risk that changes in interest rates of debt securities will adversely affect the fair value of an investment. The Town does not have a policy for interest rate risk of debt securities.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 3 DEPOSITS AND INVESTMENTS (CONTINUED)

Investments - Custodial Credit Risk

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty, the Town will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The Town does not have a policy for custodial credit risk of investments. As of June 30, 2016, the Town's investments were not exposed to custodial credit risk.

Investments - Credit Risk of Debt Securities

Credit risk for debt securities is the risk that an issuer or other counterparty to a debt security will not fulfill its obligations. The Town does not have a policy for credit risk of debt securities. As of June 30, 2016, the credit quality ratings of the Town's debt securities are as follows:

Investment Type	Total Amount	Quality Ratings *								Unrated
		AAA	AA+	AA-	A	A-	BBB+	BBB	BB+	
Corporate Bonds	\$ 581,389	\$ -	-	\$ 64,848	\$ 75,936	\$ 100,983	\$ 178,424	\$ 79,483	\$ 81,715	\$ -
Money Market Mutual Funds	2,195,647	-	-	-	-	-	-	-	-	2,195,647
U.S. Agencies	1,310,457	-	1,310,457	-	-	-	-	-	-	-
Fixed Income Securities	453,713	118,101	68,926	-	-	-	-	-	-	266,686
Certificates of Deposit	5,568,091	-	-	-	-	-	-	-	-	5,568,091
External Investment Pools	1,001,843	-	-	-	-	-	-	-	-	1,001,843
Total	<u>\$ 11,111,140</u>	<u>\$ 118,101</u>	<u>\$ 1,379,383</u>	<u>\$ 64,848</u>	<u>\$ 75,936</u>	<u>\$ 100,983</u>	<u>\$ 178,424</u>	<u>\$ 79,483</u>	<u>\$ 81,715</u>	<u>\$ 9,032,267</u>

*Per the rating scale of Standard and Poor's (a national credit rating organization).

Investments – Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of the Town's investment in a single issuer. The Town does not have a policy for concentration of credit risk. As of June 30, 2016, the Town's exposure to concentration of credit risk was as follows:

Issuer	Fair Value	Percentage of Total Investments
Federal Home Loan Mortgage Corp	\$ 1,310,457	10.3%

Investments – Fair Value Measurements

The Town categorizes its fair value measurements within the fair value hierarchy established by GAAP. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 3 DEPOSITS AND INVESTMENTS (CONTINUED)

The Town has the following recurring fair value measurements as of June 30, 2016:

Investment Type	Total Amount	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Investments by Fair Value Level:				
Equity Securities	\$ 800,214	\$ 800,214	\$ -	\$ -
Equity Mutual Funds	452,144	452,144	-	-
Money Market Mutual Funds	2,195,647	2,195,647	-	-
U.S. Treasuries	370,862	370,862	-	-
U.S. Agencies	1,310,457	1,310,457	-	-
Corporate Bonds	581,389	-	581,389	-
Fixed Income Securities	453,713	-	453,713	-
Certificates of Deposit	5,568,091	-	5,568,091	-
Total Investments by Fair Value Level	11,732,517	<u>\$ 5,129,324</u>	<u>\$ 6,603,193</u>	<u>\$ -</u>
Investments measured at Amortized Cost:				
External Investment Pool (MMDT)	1,001,843			
Total Investments	<u>\$ 12,734,360</u>			

Investments classified in Level 1 of the fair value hierarchy are valued using quoted prices in active markets for those securities.

Investments classified in Level 2 are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

Pension Trust Fund (The System)

The System has expanded investment powers, including the ability to invest in equity securities, corporate bonds, and other specified investments.

The System participates in the Pension Reserve Investment Trust (PRIT), which meets the criteria of an external investment pool and operates in accordance with applicable state laws and regulations. The Treasurer of the Commonwealth serves as Trustee and provides regulatory oversight. PRIT is administered by the Pension Reserves Investment Management Board. The reported value of the pool is the same as the fair value of the System's position in pool shares.

Deposits - Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of a bank failure, the System's deposits may not be recovered. The System does not have a policy for custodial credit risk of deposits. As of December 31, 2015, the System was not exposed to custodial credit risk. The carrying value of the System's deposits totaled \$660,322 at December 31, 2015.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 3 DEPOSITS AND INVESTMENTS (CONTINUED)

Investments Summary

The System's investments at December 31, 2015 are presented below. All investments are presented by investment type, with debt securities presented by maturity.

<u>Investment Type</u>	<u>Total Amount</u>	<u>Investment Maturities (in Years) Less Than 1</u>
<u>Debt Securities:</u>		
Money Market Mutual Funds	\$ 576,318	\$ 576,318
Fixed Income Mutual Funds	24,402,147	24,402,147
External Investment Pool	18,749,668	18,749,668
Total Debt Securities	<u>43,728,133</u>	<u>\$ 43,728,133</u>
<u>Other Investments:</u>		
Equity Mutual Funds	66,474,005	
Real Estate Funds	1,251,638	
Private Equity Fund	948,697	
Total Other Investments	<u>68,674,340</u>	
Total Investments	<u>\$ 112,402,473</u>	

Investments - Interest Rate Risk of Debt Securities

Interest rate risk for debt securities is the risk that changes in interest rates of debt securities will adversely affect the fair value of an investment. The System's policy regarding interest rate risk is that the duration of the fixed income portfolio shall be maintained within a range of +/- 15% of the duration of the fixed income benchmark designated in the "Manager Specific Guidelines".

Investments - Custodial Credit Risk

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty, the System will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The System does not have a policy for custodial credit risk of investments. As of December 31, 2015, the System's investments were not exposed to custodial credit risk.

Investments - Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of the System's investment in a single issuer. The System does not have a policy for concentration of credit risk. As of December 31, 2015, the System was not exposed to concentration of credit risk.

Investments - Fair Value Measurements

The System categorizes its fair value measurements within the fair value hierarchy established by GAAP. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 3 DEPOSITS AND INVESTMENTS (CONTINUED)

The System has the following recurring fair value measurements as of December 31, 2015:

Investment Type	Fair Value	Fair Value Measurements Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Investments by Fair Value Level:				
Money Market Mutual Funds	\$ 576,318	\$ 576,318	\$ -	\$ -
Equity Mutual Funds	66,474,005	66,474,005	-	-
Fixed Income Mutual Funds	24,402,147	24,402,147	-	-
Total Investments by Fair Value Level	91,452,470	<u>\$ 91,452,470</u>	<u>\$ -</u>	<u>\$ -</u>
Investments measured at the NAV:				
External Investment Pool (PRIT)	18,749,668			
Real Estate Funds	1,251,638			
Private Equity Fund	948,697			
Total Investments measured at the NAV	20,950,003			
Total Investments	<u>\$ 112,402,473</u>			

Investments classified in Level 1 of the fair value hierarchy are valued using quoted prices in active markets for those securities.

The valuation method for investments measured at the net asset value (NAV) per share or its equivalent) is presented on the following table.

	Fair Value	Unfunded Commitments	Redemption Frequency	Notice Period
External Investment Pool (PRIT) (1)	\$ 18,749,668	-	Monthly	24 Hours
Real Estate Funds (2)	948,697	294,375	N/A	N/A
Private Equity Fund (3)	1,251,638	-	N/A	N/A
Total Investments Measured at the NAV	<u>\$ 20,950,003</u>			

- (1) External Investment Pool (PRIT): The System is a participating retirement system in the PRIT fund. The system owns units, or shares in the PRIT fund, which is a pooled investment trust. The fair values of the investments in this type have been determined using the NAV per share (or its equivalent) of the System's ownership in the pool.
- (2) Real Estate Funds: This type includes two real estate funds that invest primarily in U.S. commercial real estate and value added opportunities. The fair values of the investments in this type have been determined using the NAV per share (or its equivalent) of the System's ownership interest in partners' capital. The investments can never be redeemed with the funds. Distributions from each of these funds will be received as the underlying investments of the funds are liquidated. It is expected that the underlying assets of the funds will be liquidated over the next one to three years.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 3 DEPOSITS AND INVESTMENTS (CONTINUED)

- (3) Private Equity Fund: This type includes an investment in a partnership with an investment objective to carry on business of investor funds in limited partnerships interest based primarily in North America. The fair values of the investment in this type have been determined using the NAV per share (or its equivalent) of the System's ownership interest in partners' capital. The investments can never be redeemed with the funds. Distributions from each of these funds will be received as the underlying investments of the funds are liquidated. It is expected that the underlying assets of the funds will begin liquidation in four years.

The Institute (Discretely Presented Component Unit)

Investments Summary

The Institute's investments at June 30, 2016 are presented below. All investments are presented by investment type.

<u>Investment Type</u>	<u>Fair Value</u>
Common and Preferred Stock	<u><u>\$ 1,848,331</u></u>

NOTE 4 ACCOUNTS RECEIVABLE

At June 30, 2016, receivables for the individual major governmental funds and nonmajor governmental funds in the aggregate, including the applicable allowances for uncollectible amounts, are as follows:

	<u>Gross Amount</u>	<u>Allowance for Uncollectibles</u>	<u>Net Amount</u>
Receivables:			
Real Estate and Personal Property Taxes	\$ 1,122,332	\$ (141,890)	\$ 980,442
Real Estate Tax Deferrals	402,093	-	402,093
Tax and Trash Liens	2,130,746	-	2,130,746
Motor Vehicle and Other Excise Taxes	610,108	(201,919)	408,189
Special Assessments	89,534	-	89,534
Departmental and Other	423,471	-	423,471
Intergovernmental	547,043	-	547,043
Total	<u><u>\$ 5,325,327</u></u>	<u><u>\$ (343,809)</u></u>	<u><u>\$ 4,981,518</u></u>

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 4 ACCOUNTS RECEIVABLE (CONTINUED)

At June 30, 2016, receivables for the water and sewer enterprise fund consist of the following:

	Gross Amount	Allowance for Uncollectibles	Net Amount
Receivables:			
User Charges	\$ 3,790,207	\$ -	\$ 3,790,207
Utility Liens	178,245	-	178,245
Special Assessments	1,304,317	-	1,304,317
Intergovernmental	57,052	-	57,052
Total	<u>\$ 5,329,821</u>	<u>\$ -</u>	<u>\$ 5,329,821</u>

NOTE 5 CAPITAL ASSETS

Capital asset activity for the fiscal year ended June 30, 2016 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities:				
<u>Capital Assets Not Being Depreciated:</u>				
Land	\$ 10,179,386	\$ 1,000,000	\$ -	\$ 11,179,386
Construction in Progress	4,421,525	1,522,068	(4,394,672)	1,548,921
Total Capital Assets Not Being Depreciated	<u>14,600,911</u>	<u>2,522,068</u>	<u>(4,394,672)</u>	<u>12,728,307</u>
<u>Capital Assets Being Depreciated:</u>				
Land Improvements	6,029,181	43,934	-	6,073,115
Leasehold Improvements	627,636	-	-	627,636
Buildings	180,456,886	101,467	-	180,558,353
Machinery and Equipment	13,094,622	718,858	(28,700)	13,784,780
Vehicles	9,153,310	1,159,799	(260,944)	10,052,165
Library Books	3,233,300	222,396	-	3,455,696
Infrastructure	50,653,212	8,180,928	-	58,834,140
Total Capital Assets Being Depreciated	<u>263,248,147</u>	<u>10,427,382</u>	<u>(289,644)</u>	<u>273,385,885</u>
<u>Less Accumulated Depreciation for:</u>				
Land Improvements	(1,973,287)	(265,595)	-	(2,238,882)
Leasehold Improvements	(31,381)	(20,921)	-	(52,302)
Buildings	(47,560,952)	(4,524,086)	-	(52,085,038)
Machinery and Equipment	(6,268,541)	(1,555,064)	28,700	(7,794,905)
Vehicles	(5,151,123)	(982,017)	227,549	(5,905,591)
Library Books	(2,334,270)	(168,251)	-	(2,502,521)
Infrastructure	(29,171,105)	(964,787)	-	(30,135,892)
Total Accumulated Depreciation	<u>(92,490,659)</u>	<u>(8,480,721)</u>	<u>256,249</u>	<u>(100,715,131)</u>
Total Capital Assets Being Depreciated, Net	<u>170,757,488</u>	<u>1,946,661</u>	<u>(33,395)</u>	<u>172,670,754</u>
Total Governmental Activities Capital Assets, Net	<u>\$ 185,358,399</u>	<u>\$ 4,468,729</u>	<u>\$ (4,428,067)</u>	<u>\$ 185,399,061</u>

Subsequent Events

On November 15, 2016, the Town purchased approximately 21 acres of land, referred to as the CSX Saxonville Rail, with a purchase price of approximately \$6,060,000. The purchase was funded through a transfer from the FAR Bonus Stabilization Fund of \$3,100,000 and issuance of \$2,960,000 in general obligation bond anticipation notes.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 5 CAPITAL ASSETS (CONTINUED)

	Beginning Balance	Increases	Decreases	Ending Balance
Business-Type Activity- Water/Sewer Enterprise:				
<u>Capital Assets Not Being Depreciated:</u>				
Land	\$ 379,255	\$ -	\$ -	\$ 379,255
Construction in Progress	2,462,190	338,429	(2,462,189)	338,430
Total Capital Assets Not Being Depreciated	2,841,445	338,429	(2,462,189)	717,685
<u>Capital Assets Being Depreciated:</u>				
Land Improvements	189,023	-	-	189,023
Buildings and Improvements	562,150	-	-	562,150
Machinery and Equipment	1,358,950	42,385	-	1,401,335
Vehicles	1,572,653	436,783	(39,975)	1,969,461
Infrastructure	57,353,741	3,055,521	-	60,409,262
Total Capital Assets Being Depreciated	61,036,517	3,534,689	(39,975)	64,531,231
<u>Less Accumulated Depreciation for:</u>				
Land Improvements	(89,785)	(9,451)	-	(99,236)
Buildings and Improvements	(7,754)	(15,508)	-	(23,262)
Machinery and Equipment	(731,104)	(115,774)	-	(846,878)
Vehicles	(882,824)	(225,618)	39,975	(1,068,467)
Infrastructure	(27,739,397)	(1,255,829)	-	(28,995,226)
Total Accumulated Depreciation	(29,450,864)	(1,622,180)	39,975	(31,033,069)
Total Capital Assets Being Depreciated, Net	31,585,653	1,912,509	-	33,498,162
Total Water/Sewer Enterprise Capital Assets, Net	\$ 34,427,098	\$ 2,250,938	\$ (2,462,189)	\$ 34,215,847
	Beginning Balance	Increases	Decreases	Ending Balance
Business-Type Activity- Golf Course Enterprise:				
<u>Capital Assets Not Being Depreciated:</u>				
Land	\$ 673,999	\$ -	\$ -	\$ 673,999
<u>Capital Assets Being Depreciated:</u>				
Land Improvements	2,417,029	6,000	-	2,423,029
Buildings	266,453	10,000	-	276,453
Machinery and Equipment	116,046	22,467	-	138,513
Total Capital Assets Being Depreciated	2,799,528	38,467	-	2,837,995
<u>Less Accumulated Depreciation for:</u>				
Land Improvements	(1,084,823)	(80,718)	-	(1,165,541)
Buildings	(36,297)	(8,029)	-	(44,326)
Machinery and Equipment	(58,023)	(24,333)	-	(82,356)
Total Accumulated Depreciation	(1,179,143)	(113,080)	-	(1,292,223)
Total Capital Assets Being Depreciated, Net	1,620,385	(74,613)	-	1,545,772
Total Golf Course Enterprise Capital Assets, Net	\$ 2,294,384	\$ (74,613)	\$ -	\$ 2,219,771
Total Business-Type Activities Capital Assets, Net	\$ 36,721,482	\$ 2,176,325	\$ (2,462,189)	\$ 36,435,618

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 5 CAPITAL ASSETS (CONTINUED)

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental Activities:

General Government	\$ 412,990
Public Safety	896,076
Education	4,150,141
Public Works	2,202,606
Health and Human Services	264,037
Culture and Recreation	504,848
Library	50,023
Total Depreciation Expense - Governmental Activities	<u>\$ 8,480,721</u>

Business-Type Activities:

Water and Sewer	\$ 1,622,180
Golf	113,080
Total Depreciation Expense - Business-Type Activities	<u>\$ 1,735,260</u>

NOTE 6 INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS

Receivables and payables between funds at June 30, 2016 are summarized as follows:

Receivable Fund	Payable Fund	Amount
General	Private Purpose	\$ 9,932 (1)

(1) Represents cash advances

Interfund transfers for the fiscal year ended June 30, 2016 are summarized as follows:

Transfers Out:	Transfers In:				Total
	General Fund	Water/Sewer Enterprise Fund	Nonmajor Golf Enterprise Fund	Nonmajor Governmental Funds	
General Fund	\$ -	\$ -	\$ 280,000	\$ 2,550,000	\$ 2,830,000 (1)
Nonmajor Governmental Funds	5,373,541	-	-	-	5,373,541 (2)
Water/Sewer Enterprise Fund	2,207,400	-	-	-	2,207,400 (3)
Nonmajor Golf Enterprise Fund	34,087	-	-	-	34,087 (3)
	<u>\$ 7,615,028</u>	<u>\$ -</u>	<u>\$ 280,000</u>	<u>\$ 2,550,000</u>	<u>\$ 10,445,028</u>

(1) Represents budgeted transfers to the capital projects fund for the purchase of the Saxonville land (\$2,500,000), funding of debt service for the Sassamon Trace Golf Course (\$280,000); and budgeted transfers to the McDaniel Educational Fund (\$50,000).

(2) Represents budgeted transfers from the Conservation Commission fund to establish the Floor Area Ratio (FAR) Bonus Stabilization fund (\$5,162,690), and funding of the operating budget from parking meters (\$80,000); Title V (\$7,684) and MSBA debt service (\$123,167) special revenue funds.

(3) Represents budgeted transfer of indirect costs.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 7 SHORT-TERM FINANCING

Short-term debt may be authorized and issued to fund the following:

- Current operating costs prior to the collection of revenues through issuance of revenue anticipation notes (RAN) or tax anticipation notes (TAN).
- Capital project costs and other approved expenditures incurred prior to obtaining permanent financing through issuance of bond anticipation notes (BAN) or grant anticipation notes (GAN).

Short-term loans are general obligations and carry maturity dates that are limited by statute. Interest expenditures and expenses for short-term borrowings are accounted for in the general fund and enterprise funds, respectively.

Details related to the short-term debt activity for the fiscal year ended June 30, 2016 is as follows:

Notes Payable - Governmental Funds

Type	Description	Origination Date	Maturity Date	Interest Rate	Balance at June 30, 2015	Increases	Decreases	Balance at June 30, 2016
BAN	IT Phone System Upgrade	6/16/15	4/29/16	1.25%	\$ 750,000	\$ -	\$ (750,000)	\$ -
BAN	DPW Drainage- Willow Street	6/16/15	4/29/16	1.25%	350,000	-	(350,000)	-
BAN	Cole North Field	6/16/15	4/29/16	1.25%	150,000	-	(150,000)	-
BAN	Police- Parking Meters	6/16/15	4/29/16	1.25%	120,000	-	(120,000)	-
BAN	Cole Center Air Handler	6/16/15	4/29/16	1.25%	80,000	-	(80,000)	-
BAN	IT Phone System Upgrade	4/29/16	4/28/17	0.74%	-	750,000	-	750,000
BAN	Bucket Truck Replacement	4/29/16	4/28/17	0.74%	-	200,000	-	200,000
BAN	Prime Park Pump Station Repair	4/29/16	4/28/17	0.74%	-	150,000	-	150,000
BAN	Engineering Charles River Bridge	4/29/16	4/28/17	0.74%	-	125,000	-	125,000
BAN	Cole North Field	4/29/16	4/28/17	0.74%	-	120,000	-	120,000
BAN	M-2 Truck Replacement	4/29/16	4/28/17	0.74%	-	100,000	-	100,000
BAN	Cole Center Air Handler	4/29/16	4/28/17	0.74%	-	80,000	-	80,000
Total					<u>\$ 1,450,000</u>	<u>\$ 1,525,000</u>	<u>\$ (1,450,000)</u>	<u>\$ 1,525,000</u>

Notes Payable - Enterprise Funds

Type	Description	Origination Date	Maturity Date	Interest Rate	Balance at June 30, 2015	Increases	Decreases	Balance at June 30, 2016
BAN	Sewer Station and Remodeling	6/16/15	4/29/16	1.25%	\$ 360,000	\$ -	\$ (360,000)	\$ -
BAN	Pump Station Replacement	6/16/15	4/29/16	1.25%	230,000	-	(230,000)	-
BAN	DPW Expansion	6/16/15	4/29/16	1.25%	101,500	-	(101,500)	-
BAN	Water Wells	6/16/15	4/29/16	1.25%	100,000	-	(100,000)	-
BAN	Speen St Sewer	6/16/15	4/29/16	1.25%	21,000	-	(21,000)	-
BAN	Replace W-19 Vactor	4/29/16	4/28/17	0.74%	-	410,000	-	410,000
BAN	Sewer Station and Remodeling	4/29/16	4/28/17	0.74%	-	360,000	-	360,000
BAN	Pump Station Replacement	4/29/16	4/28/17	0.74%	-	230,000	-	230,000
BAN	VFD Install & Controls	4/29/16	4/28/17	0.74%	-	195,000	-	195,000
BAN	Scada Equipment	4/29/16	4/28/17	0.74%	-	100,000	-	100,000
BAN	Ground Water Wells	4/29/16	4/28/17	0.74%	-	100,000	-	100,000
BAN	Water Upgrades	4/29/16	4/28/17	0.74%	-	100,000	-	100,000
Total					<u>\$ 812,500</u>	<u>\$ 1,495,000</u>	<u>\$ (812,500)</u>	<u>\$ 1,495,000</u>

Subsequent Events

On December 8, 2016, the Town issued BANs totaling \$2,960,000 for the purchase of land. The BANs bear interest at a rate of 1.45% and mature December 8, 2017.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 8 LONG-TERM OBLIGATIONS

The following represents a summary of changes that occurred in long-term obligations during the fiscal year ended June 30, 2016:

	Beginning Balance	Increases	Decreases	Ending Balance	Current Portion
Governmental Activities:					
Bonds and Notes Payable	\$ 68,858,199	\$ 3,480,000	\$ (7,579,699)	\$ 64,758,500	\$ 7,625,569
Unamortized Bond Premiums	1,351,105	122,640	(117,263)	1,356,482	123,395
Total Bonds and Notes Payable	70,209,304	3,602,640	(7,696,962)	66,114,982	7,748,964
Capital Lease Obligations	531,548	-	(61,277)	470,271	62,686
Workers' Compensation Claims	407,254	302,863	(536,913)	173,204	86,602
Landfill Post-Closure	408,516	-	(34,043)	374,473	34,043
Net Pension Liability	76,729,588	15,867,230	(7,646,152)	84,950,666	-
Net OPEB Obligation	55,173,428	11,989,697	(4,308,027)	62,855,098	-
Compensated Absences	1,805,810	582,549	-	2,388,359	238,836
Total	<u>\$ 205,265,448</u>	<u>\$ 32,344,979</u>	<u>\$ (20,283,374)</u>	<u>\$ 217,327,053</u>	<u>\$ 8,171,131</u>
Business-Type Activities:					
Bonds and Notes Payable	\$ 14,031,217	\$ 1,270,000	\$ (3,249,508)	\$ 12,051,709	\$ 2,113,385
Unamortized Bond Premiums	226,713	62,088	(19,297)	269,504	22,403
Total Bonds and Notes Payable	14,257,930	1,332,088	(3,268,805)	12,321,213	2,135,788
Net Pension Liability	2,869,227	593,335	(285,920)	3,176,642	-
Net OPEB Obligation	1,234,851	293,356	(105,406)	1,422,801	-
Compensated Absences	49,307	-	(40,136)	9,171	917
Total	<u>\$ 18,411,315</u>	<u>\$ 2,218,779</u>	<u>\$ (3,700,267)</u>	<u>\$ 16,929,827</u>	<u>\$ 2,136,705</u>

The governmental activities long-term liabilities are generally liquidated by the general fund.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 9 LONG-TERM DEBT

Details related to the outstanding indebtedness at June 30, 2016 and the debt service requirements are as follows:

Bonds and Notes Payable – Governmental Funds

Project	Maturity Date	Interest Rate	Outstanding at June 30, 2015	Issued	Redeemed	Outstanding at June 30, 2016
Landfill Capping	05/15/16	5.30%	\$ 5,000	\$ -	\$ (5,000)	\$ -
Septic Title V (MCWT) T5-97-1026	08/01/19	0.00%	37,985	-	(7,597)	30,388
Septic Title V (MCWT) T5-97-1026-1	08/01/22	0.00%	41,054	-	(5,102)	35,952
Lilja School	05/15/17	5.30%	20,000	-	(15,000)	5,000
M.P.L. of 2008	02/15/18	3.38-5.00%	700,000	-	(265,000)	435,000
Septic Title V (MCWT) T5-97-1026-B	07/15/28	0.00%	105,000	-	(7,500)	97,500
M.P.L. of 2010	06/15/20	2.00-2.75%	1,690,000	-	(360,000)	1,330,000
M.P.L. of 2011	06/15/31	2.00-5.00%	41,540,000	-	(2,865,000)	38,675,000
M.P.L. of 2012	06/01/24	2.00-4.00%	2,435,000	-	(475,000)	1,960,000
General Obligation Current Refunding Bonds of 2012	08/01/20	1.00-4.00%	4,314,160	-	(1,574,500)	2,739,660
M.P.L. of 2013	04/15/33	2.00-4.00%	6,710,000	-	(630,000)	6,080,000
General Obligation Current Refunding Bonds of 2014	06/15/24	2.00-5.00%	4,665,000	-	(530,000)	4,135,000
M.P.L. of 2014	06/15/29	2.00-5.00%	3,910,000	-	(540,000)	3,370,000
M.P.L. of 2015	06/30/30	2.50-3.00%	2,685,000	-	(300,000)	2,385,000
M.P.L. of 2016	11/01/35	1.35 -4.00%	-	3,480,000	-	3,480,000
Total Governmental Funds			<u>\$ 68,858,199</u>	<u>\$ 3,480,000</u>	<u>\$ (7,579,699)</u>	<u>\$ 64,758,500</u>

Debt service requirements for principal and interest for governmental bonds and notes payable in future fiscal years as follows:

Fiscal Year	Principal	Interest	Total
2017	\$ 7,625,569	\$ 2,228,583	\$ 9,854,152
2018	6,786,859	1,957,253	8,744,112
2019	5,762,369	1,722,837	7,485,206
2020	5,362,659	1,498,375	6,861,034
2021	4,690,602	1,318,692	6,009,294
2022	4,312,721	992,224	5,304,945
2023	4,227,721	852,825	5,080,546
2024	4,047,500	741,319	4,788,819
2025	3,317,500	644,973	3,962,473
2026	3,197,500	559,593	3,757,093
2027	2,977,500	476,006	3,453,506
2028	2,977,500	384,557	3,362,057
2029	2,977,500	292,688	3,270,188
2030	2,880,000	200,819	3,080,819
2031	2,815,000	111,590	2,926,590
2032	325,000	24,657	349,657
2033	325,000	14,939	339,939
2034	50,000	5,159	55,159
2035	50,000	3,910	53,910
2036	50,000	2,661	52,661
Total	<u>\$ 64,758,500</u>	<u>\$ 14,033,658</u>	<u>\$ 78,792,158</u>

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 9 LONG-TERM DEBT (CONTINUED)

Bonds and Notes Payable – Enterprise Fund (Water and Sewer)

Project	Maturity Dates	Interest Rate	Outstanding at June 30, 2015	Issued	Redeemed	Outstanding at June 30, 2016
Water Treatment Plant	05/15/17	3.25-3.75%	\$ 30,000	\$ -	(15,000)	\$ 15,000
Sewer (Speen St, Park Ave)	11/01/26	4.03%	1,260,000	-	(1,260,000)	-
Water Treatment (MCWT)	08/01/24	2.00%	3,080,030	-	(258,294)	2,821,736
Water Mains - Lining	02/15/18	3.38-5.00%	900,000	-	(300,000)	600,000
M.P.L. of 2008-Departmental Equipment	02/15/17	3.38-5.00%	20,000	-	(10,000)	10,000
M.P.L. of 2010-Sewer	06/15/20	2.00-3.25%	150,000	-	(30,000)	120,000
M.P.L. of 2010-Departmental Equipment - Sewer	06/15/20	2.00-3.25%	125,000	-	(25,000)	100,000
M.P.L. of 2010-Water Mains - Lining	06/15/20	2.00-3.25%	300,000	-	(60,000)	240,000
M.P.L. of 2010-Well	06/15/20	2.00-3.25%	125,000	-	(25,000)	100,000
M.P.L. of 2010-Water Departmental Equipment	06/15/20	2.00-3.25%	250,000	-	(50,000)	200,000
M.P.L. of 2011-Water Mains - Lining	06/15/26	2.00-5.00%	580,000	-	(55,000)	525,000
Water Departmental Equipment	06/01/17	2.00-4.00%	60,000	-	(30,000)	30,000
Building Remodeling - Public Works	06/01/19	2.00-4.00%	35,000	-	(10,000)	25,000
Well	06/01/22	2.00-4.00%	210,000	-	(30,000)	180,000
Water Departmental Equipment	06/01/22	2.00-4.00%	175,000	-	(25,000)	150,000
Building Remodeling - Sewer	06/01/22	2.00-4.00%	350,000	-	(50,000)	300,000
Sewer (MWRA)	05/15/17	0.00%	78,738	-	(39,369)	39,369
General Obligation Current Refunding Bonds of 2012	08/01/20	1.00-4.00%	939,000	-	(232,000)	707,000
Sewer	04/15/28	2.00-4.00%	1,430,000	-	(110,000)	1,320,000
Water Departmental Equipment	04/15/23	2.00-4.00%	160,000	-	(20,000)	140,000
Well	04/15/23	2.00-4.00%	240,000	-	(30,000)	210,000
Sewer Current Refunding	04/15/22	2.00-4.00%	200,000	-	(30,000)	170,000
Sewer (MWRA)	05/15/19	0.00%	604,560	-	(151,140)	453,420
M.P.L. of 2014 Sewer	06/15/23	2.00-5.00%	485,000	-	(95,000)	390,000
M.P.L. of 2014 Water	06/15/29	2.00-5.00%	845,000	-	(75,000)	770,000
Sewer (MWRA)	02/15/25	0.00%	202,050	-	(20,205)	181,845
M.P.L. of 2016 - Refunding	11/01/26	1.35-4.00%	-	1,120,000	-	1,120,000
M.P.L. of 2016 - Sewer	11/01/25	1.35-4.00%	-	122,000	-	122,000
Total Water/Sewer Enterprise Fund			<u>\$ 12,834,378</u>	<u>\$ 1,242,000</u>	<u>\$ (3,036,008)</u>	<u>\$ 11,040,370</u>

Debt service requirements for principal and interest for water and sewer enterprise fund bonds and notes payable in future fiscal years are as follows:

Fiscal Year	Principal	Interest	Total
2017	\$ 1,895,755	\$ 383,645	\$ 2,279,400
2018	1,797,132	312,992	2,110,124
2019	1,389,753	247,668	1,637,421
2020	1,233,360	197,519	1,430,879
2021	944,107	149,135	1,093,242
2022	896,727	114,027	1,010,754
2023	771,474	78,900	850,374
2024	716,094	50,487	766,581
2025	680,968	27,419	708,387
2026	300,000	18,943	318,943
2027	240,000	10,463	250,463
2028	145,000	5,250	150,250
2029	30,000	900	30,900
Total	<u>\$ 11,040,370</u>	<u>\$ 1,597,347</u>	<u>\$ 12,637,717</u>

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 9 LONG-TERM DEBT (CONTINUED)

Bonds and Notes Payable – Enterprise Fund (Golf)

Project	Maturity Dates	Interest Rate	Outstanding at June 30, 2015	Issued	Redeemed	Outstanding at June 30, 2016
General Obligation Current Refunding Bonds of 2012	08/01/19	1.00-4.00%	\$ 201,840	\$ -	\$ (43,500)	\$ 158,340
Municipal Golf Course Current Refunding	04/15/22	2.00-4.00%	910,000	-	(140,000)	770,000
Municipal Golf Carts	06/15/18	2.00-5.00%	85,000	-	(30,000)	55,000
M.P.L. of 2016	04/23/35	1.35 -4.00%	-	28,000	-	28,000
Total Golf Enterprise Fund			<u>\$ 1,196,840</u>	<u>\$ 28,000</u>	<u>\$ (213,500)</u>	<u>\$ 1,011,340</u>

Debt service requirements for principal and interest for golf course enterprise fund bonds and notes payable in future fiscal years are as follows:

Fiscal Year	Principal	Interest	Total
2017	\$ 217,630	\$ 39,982	\$ 257,612
2018	205,340	30,992	236,332
2019	171,830	22,698	194,528
2020	166,540	15,831	182,371
2021	125,000	10,000	135,000
2022	125,000	5,000	130,000
Total	<u>\$ 1,011,340</u>	<u>\$ 124,503</u>	<u>\$ 1,135,843</u>

Current Refunding

On April 21, 2016, the Town issued \$4,750,000 of general obligation bonds for building construction, land improvements, infrastructure, departmental equipment and vehicles, and for the refunding (current) of \$1,155,000 of previously issued and outstanding bonds. As a result, the Town will reduce its total gross debt service payments over the remaining life of the bonds by approximately \$148,000 and will realize an economic gain (difference between the present values of the debt service payments on the old and new debt) of approximately \$139,700.

The Town receives subsidy assistance from the Massachusetts Clean Water Trust (MCWT). Principal and interest on the outstanding bonds for MCWT is subsidized over the life of the bonds to assist the Town in the repayment of this future debt. During fiscal year 2016, the Town's subsidy totaled approximately \$70,000. Future subsidies total approximately \$425,000. The amount of MCWT bonds outstanding at June 30, 2016, totaled \$2,985,573.

The Massachusetts Water Resource Authority (MWRA) operates an Infiltration/Inflow Financial Assistance Program for community owned collection systems. For each community approved for the project, financial assistance received from the MWRA consists of a grant and non-interest bearing loan (payable in five equal annual installments). At June 30, 2016, the outstanding principal amount of these loans totaled \$674,634.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 9 LONG-TERM DEBT (CONTINUED)

The Town is subject to various debt limits by statute and may issue additional general obligation debt under the normal debt limit. At June 30, 2016, the Town had the following authorized and unissued debt:

Purpose	Amount
Land Acquisition (22 Pleasant Street)	\$ 3,200,000
Cottage Street Roadway Improvements	2,255,000
Road & Sidewalk Improvements	1,000,000
Sewer	766,950
Telephone System Replacements	750,000
Parking Garage	540,000
Replace W-19 Vactor	410,000
Pegan Lane land Acquisition	400,000
Install Springvale Water Treatment Plant Re-use Tank	390,000
Sewer Station & Departmental Equipment	360,000
Sewer I & I	359,480
Well	300,000
DPW Equipment Maintenance Garage - Roof Replacement	300,000
Replace Ground Water Wells	300,000
Sidewalk & Guardrail Replacement	285,000
SCADA PLU/CPU Equipment Replacement	285,000
Main Street Improvements	280,000
East School Roof Replacement	280,000
Recycling Side Arm Packer	275,000
A/R Software Purchase and Conversion	260,000
S-33 Trash Packer Replacement	259,000
Engineering Charles River Bridge	250,000
Water	250,000
Sewer Pump Station	230,000
Ambulance Replacement	225,000
W-23 Dump Truck Replacement	225,000
H-63 Dump Truck Replacement	212,000
Bucket Truck Replacement	200,000
East School Field Renovation Engineering	200,000
VFD Installs & Controls	195,000
Field Renovations	167,000
Pine Street Roadway	153,000
Water	150,000
Prime Park Pump Station Wall Repair	150,000
Cole North Field	150,000
Departmental Equipment - DCC Controls	150,000
H-50 Dump Truck Replacement	135,000
Water Treatment Plant - Pump VFDs	120,000
Town Hall HVAC	110,000
Wilson - Sidewalk Replacement	108,000
Brown - Sidewalk Replacement	105,000
Charles River Dam	100,000
Cole Center Air Handler	100,000
M-2 Truck Replacement	100,000
Navy Yard Field Renovation - Engineering	100,000
Golf Course - Replace Irrigation Liner	100,000
Police Replace Rooftop HVAC Unit	55,000
Parking Meters	50,200
Sewer	19,000
Willow Street Drainage	455
Total	<u>\$ 17,365,085</u>

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 10 LANDFILL POSTCLOSURE CARE

State and federal laws and regulations required the Town to close its old landfill site when it stopped accepting waste and to perform certain maintenance and monitoring functions at the site after closure. The Town had operated a solid waste landfill that ceased operations in 1988 and, accordingly, was subsequently capped and funded via long-term debt. The Town has reflected \$374,473 as the estimated landfill post-closure care liability at June 30, 2016. Actual costs may be higher due to inflation, changes in technology, or changes in regulations.

NOTE 11 OTHER POST EMPLOYMENT BENEFITS

Plan Description – The Town provides health and life insurance coverage for its retirees and their survivors (hereinafter referred to as the Plan) as a single-employer defined benefit Other Post Employment Benefit (OPEB) plan. Chapter 32B of the MGL assigns authority to establish and amend benefit provisions. Changes to plan design and contribution rates must be accomplished through the collective bargaining process. The Plan does not issue a stand alone financial report since there are no assets legally segregated for the sole purpose of paying benefits under the Plan.

The number of participants as of July 1, 2014, the latest actuarial valuation, is as follows:

Active Employees	1,078
Retired Employees and Spouses	<u>802</u>
Total	<u><u>1,880</u></u>

Funding Policy – The contribution requirements of Plan members and the Town are established and may be amended by the Town. The required health insurance contribution rates of Plan members and the Town (including Medicare Part B) are 50%, respectively. The Plan members and Town each contribute 50% towards a \$5,000 term life insurance premium. The Town currently contributes enough money to the Plan to satisfy current obligations on a pay-as-you-go basis. The costs of administering the Plan are paid by the Town.

The Town has established an OPEB Trust pursuant to the adoption of MGL Chapter 32B, Section 20. The adoption of this law did not establish an OPEB Trust in accordance with GASB requirements and as such the funds accumulated are reported as restricted in the General Fund. The OPEB Trust fund balance at June 30, 2016 totaled \$720,807.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 11 OTHER POST EMPLOYMENT BENEFITS (CONTINUED)

Annual OPEB Cost and Net OPEB Obligation – The Town's annual OPEB cost (expense) is calculated based on the annual required contribution (ARC) of the employer, an actuarially determined amount that is calculated in accordance with the parameters set forth in GASB Statement #45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed 30 years. The following table identifies the components of the Town's annual OPEB cost for the year, the actual amount contributed to the plan, and changes in the Town net OPEB obligation:

	Amount
Annual Required Contribution	\$ 12,919,919
Interest on Net OPEB Obligation	2,242,017
Adjustment to Annual Required Contribution	<u>(2,878,883)</u>
Annual OPEB Cost	12,283,053
Contributions Made	<u>(4,413,433)</u>
Increase in Net OPEB Obligation	7,869,620
Net OPEB Obligation at Beginning of Year	<u>56,408,279</u>
Net OPEB Obligation at End of Year	<u><u>\$ 64,277,899</u></u>

Trend information regarding annual pension cost, the percentage of the annual pension cost contributed and the net pension obligation is as follows:

Fiscal Year Ending	Annual OPEB Cost (AOPEBC)	Percentage of AOPEBC Contributed	Net OPEB Obligation
June 30, 2014	\$ 11,793,312	27.4%	\$ 47,893,086
June 30, 2015	11,878,379	28.3%	56,408,279
June 30, 2016	12,283,053	35.9%	64,277,899

Funded Status and Funding Progress – The funded status of the Plan at July 1, 2014, the most recent actuarial valuation, was as follows:

Actuarial Valuation Date	Actuarial Value of Assets (A)	Actuarial Accrued Liability (AAL) Projected Unit Credit (B)	Unfunded AAL (UAAL) (B-A)	Funded Ratio (A/B)	Covered Payroll (C)	UAAL as a Percentage of Covered Payroll ((B-A)/C)
07/01/14	\$ -	\$ 125,121,360	\$ 125,121,360	-	\$ 62,012,283	202%

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 11 OTHER POST EMPLOYMENT BENEFITS (CONTINUED)

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedules of funding progress, presented as required supplementary information following the notes to the financial statements, presents multi-year trend information that show whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Methods and Assumptions – Projections of benefits for financial reporting purposes are based on the substantive Plan (the Plan as understood by the employer and plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and Plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

The significant methods and assumptions as of the latest actuarial valuation are as follows:

Valuation date:	July 1, 2014
Actuarial cost method:	Entry age normal
Amortization method:	Level percentage of projected payroll
Remaining amortization period:	22.81 years at June 30, 2016
Interest discount rate:	4.00%
Healthcare/Medical cost trend rate:	9.00% in 2014 to an ultimate level of 5.00% in 2018
Projected salary increases:	2.50% annually

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 11 OTHER POST EMPLOYMENT BENEFITS (CONTINUED)

Allocation of AOEBC – AOEBC costs were allocated to the Town's functions as follows:

Governmental Activities:	
General Government	\$ 1,028,099
Public Safety	2,877,851
Education	7,140,088
Public Works	555,586
Health and Human Services	62,735
Culture and Recreation	80,970
Library	244,368
Total AOEBC - Governmental Activities	<u>11,989,697</u>
Business-Type Activities:	
Water and Sewer	248,820
Golf	44,536
Total AOEBC - Business-Type Activities	<u>293,356</u>
Total AOEBC	<u><u>\$ 12,283,053</u></u>

NOTE 12 PENSION PLAN - NCRS

General Information about the Pension Plan

Plan Description. The Town contributes to the System, a cost-sharing multiple-employer defined benefit pension plan administered by the Natick Contributory Retirement System (NCRS or System). Substantially all employees of the Town are members of the System, except for public school teachers and certain administrators who are members of the Massachusetts Teachers Retirement System.

Membership in the System was as follows at December 31, 2015:

Active Members	620
Inactive Members	114
Retirees and Beneficiaries currently receiving benefits	383
Total	<u><u>1,117</u></u>

As indicated in Note 1, the System is reported as a pension trust fund in these financial statements. The System also issues a publicly available report in accordance with guidelines established by the Commonwealth's Public Employee Retirement Administration Commission. That report may be obtained by contacting the System located at 13 East Central Street, Natick, Massachusetts 01760.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 12 PENSION PLAN - NCRS (CONTINUED)

Benefits provided. Chapter 32 of the MGL assigns authority to establish and amend benefit provisions of the plan. The plan provides for retirement allowance benefits up to a maximum of 80% of a member's highest three-year average annual rate of regular compensation for those hired prior to April 2, 2012. For persons who became members on or after April 2, 2012, average salary is the average annual rate of regular compensation received during the five consecutive years that produce the highest average, or, if greater, during the last five years (whether or not consecutive) preceding retirement. Benefit payments are based upon a member's age, length of creditable service, level of compensation, and group classification.

There are three classes of membership in the plan; Group 1, Group 2, and Group 4. Group 1 consists of general employees which includes clerical and administrative positions. Group 2 consists of positions that have been specified as hazardous. Lastly, Group 4 consists of police officers, firefighters, and other hazardous positions.

Members become vested after 10 years of creditable service. A superannuation retirement allowance may be received upon the completion of 20 years of service or upon reaching the age of 55 with 10 years of service if hired after 1978 and if classified in groups 1 or 2. A person who became a member on or after April 2, 2012 is eligible for a superannuation retirement allowance upon reaching the age of 60 with 10 years of service if in Group 1, 50 years of age with 10 years of service if in Group 2, and 55 years of age if hired prior to 1978 or if classified in Group 4. Normal retirement for most employees occurs at age 65 (except for certain hazardous duty and public safety positions, whose normal retirement is at age 55).

A retirement allowance consists of two parts: an annuity and a pension. A member's accumulated total deductions and the interest they generate constitute the annuity. The differential between the total retirement benefit and the annuity is the pension. The average retirement benefit is approximately 80-85% pension and 15-20% annuity.

When a member's retirement becomes effective, their deductions and related interest are transferred to the Annuity Reserve Fund. Any cost-of-living adjustments granted between 1981 and 1997 and any increase in other benefits imposed by the Commonwealth of Massachusetts' state law during those years are borne by the Commonwealth and are deposited into the Pension Fund. Cost-of-living adjustments granted after 1997 must be approved by the System and all costs are borne by the System.

Members who become permanently and totally disabled for further duty may be eligible to receive a disability retirement allowance. The amount of benefits to be received in such cases is dependent on several factors, including whether or not the disability is work related, the member's age, years of creditable service, level of compensation, veterans' status, and group classification.

Survivor benefits are extended to eligible beneficiaries of members whose death occurs prior to or following retirement.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 12 PENSION PLAN - NCRS (CONTINUED)

Contributions. Chapter 32 of MGL governs the contributions of plan members and the employers. Plan members are required to contribute to the System at rates ranging from 5% to 11% of annual covered compensation. Members hired in 1979 or subsequent contribute an additional 2% of regular compensation in excess of \$30,000. The Town is required to pay into the System its share of the system-wide actuarial determined contribution that is apportioned among the employers based on annual covered payroll.

For the year ended December 31, 2015, active member contributions totaled \$3,243,263 and employer contributions totaled \$8,049,681. Contributions to the System from the Town were \$7,932,072 for the year ended June 30, 2016.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

The components of the net pension liability of the System at December 31, 2015, were as follows:

Total Pension Liability	\$ 206,013,481
Plan Fiduciary Net Position	(116,579,507)
Net Pension Liability	<u>\$ 89,433,974</u>
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	56.59%

At June 30, 2016, the Town reported a liability of \$88,127,308 for its proportionate share of the net pension liability. The net pension liability was measured as of December 31, 2015, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of January 1, 2015. The Town's proportion of the net pension liability was based on a projection of the Town's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. At December 31, 2015 and 2014, the Town's proportion was 98.5390%.

For the year ended June 30, 2016, the Town recognized pension expense of \$12,164,453. At June 30, 2016, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Net difference between projected and actual earnings on pension plan investments	\$ 7,285,220	\$ -
Changes in Assumptions	7,503,885	-
Differences between expected and actual experience	-	860,179
	<u>\$ 14,789,105</u>	<u>\$ 860,179</u>

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 12 PENSION PLAN - NCRS (CONTINUED)

The amount reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year Ended June 30</u>	
2017	\$ 3,482,232
2018	3,482,232
2019	3,482,231
2020	3,482,231
Total	<u>\$ 13,928,926</u>

Actuarial assumptions. The following actuarial methods and assumptions apply to all periods included in the measurement.

Methods:

Actuarial Cost Method	Entry Age Normal Cost
Asset Valuation Method	Fair Value

Assumptions:

Salary Increases	Based on years of service. Ranges from 7.00% decreasing to 4.50% after 9 years of service for Group 1 employees, from 7.00% decreasing to 4.75% after 9 years of service for Group 2 employees; and from 8.00% decreasing to 5.00% after 9 years of service for Group 4 Employees
Investment Rate of Return	7.50%, net of pension plan investment expense, including inflation
Inflation Rate	4.50%
Cost of Living Adjustment	3.0% of first \$12,000 Annually
Mortality	Pre-Retirement - The RP-2000 Employee Mortality Table projected generationally with Scale AA from 2005 Healthy Retiree - The RP-2000 Healthy Annuitant Mortality Table projected generationally with Scale AA from 2005 Disabled Retiree - The RP-2000 Health Annuitant Mortality Table set forward 3 years for males projected generationally with Scale AA from 2005
Retirement Rates	General Employees (Group 1 and 2) - 1.0% and 1.5% for males and females, respectively, beginning at age 50 ranging to 100% for both males and females ending at age 70 Police and Fire (Group 4) - 2.0% beginning at age 50 ranging to 100.0% at age 65

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 12 PENSION PLAN - NCRS (CONTINUED)

The actuarial assumptions used in the January 1, 2015 valuation were based on the results of an actuarial experience study for the period January 1, 2013 to December 31, 2014.

Investment Policy and Rates of Return. Deposits and investments made by the System are governed by Chapter 32 of the MGL. The System engages investment managers that adhere to MGL c. 32, sec 23(3), the "Prudent Person" rule, which permits (among other things) the investment in corporate bonds, equities, private equity, and real estate investments.

The Board has the authority for establishing and amending investment policy decisions. Based on the investment objectives and constraints of the System, and based on an annual review of the asset allocation and asset classes, the Board will specify a long-term target allocation for each class of permissible assets. These targets will be expressed as a percentage of the total portfolio, and will have ranges surrounding them, allowing for the portfolio to maintain policy through market fluctuations. The long-term target allocations are intended as strategic goals. Thus, it is permissible for the overall System's asset allocation to deviate from the long-term target, as would likely occur during manager transitions, asset class restructurings, and other temporary changes in the System. At times, the Board reevaluates the portfolio weightings by asset class and adjustments are made accordingly.

The System's annual money-weighted rate of return on pension plan investments was .76%. The money-weighted rate of return expresses investment performance, net of pension plan investment expense, adjusted for the changing amounts actually invested, measured monthly.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Domestic Equity	33.0%	6.49%
International Developed Markets Equity	16.0%	7.16%
International Emerging Markets Equity	5.0%	9.46%
Core Fixed Income	18.0%	1.68%
High-Yield Fixed Income	5.0%	4.76%
Real Estate	10.0%	4.37%
Commodities	3.0%	4.13%
Hedge Fund, GTAA, Risk Parity	5.0%	3.60%
Private Equity	5.0%	11.04%
Cash	0.0%	1.11%
Totals	<u>100.0%</u>	

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 12 PENSION PLAN - NCRS (CONTINUED)

Discount rate. The discount rate used to measure the total pension liability was 7.50%. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that contributions from employers will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the net pension liability to changes in the discount rate. The following presents the net pension liability of the System calculated using the discount rate of 7.50%, as well as what the System's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.50%) or 1-percentage-point higher (8.50%) than the current rate:

	1% Decrease (6.50%)	Current Discount Rate (7.50%)	1% Increase (8.50%)
System's Net Pension Liability	\$ 112,055,389	\$ 89,433,974	\$ 70,192,632

The following presents the Town's proportionate share of the net pension liability calculated using the discount rate of 7.50%, as well as what Town's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.50%) or 1-percentage-point higher (8.50%) than the current rate:

	1% Decrease (6.50%)	Current Discount Rate (7.50%)	1% Increase (8.50%)
Town's Proportionate Share of the Net Pension Liability	\$ 110,418,219	\$ 88,127,308	\$ 69,167,092

Legally Required Reserve Accounts. The balance in the System's legally required reserves as of December 31, 2015 are as follows:

Description	Amount	Purpose
Annuity Savings Fund	\$ 34,491,534	Active members' contribution balance
Annuity Reserve Fund	9,161,707	Retired members' contribution account
Pension Reserve Fund	67,851,934	Amounts appropriated to fund future retirement
Pension Fund	5,074,331	Remaining Net Position
Total	<u>\$ 116,579,507</u>	

All reserve accounts are funded at levels required by state law.

Pension plan fiduciary net position. Detailed information about the pension plan's fiduciary net position is available in this financial report.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 13 PENSION PLAN - MASSACHUSETTS TEACHERS RETIREMENT SYSTEM

General Information about the Pension Plan

Plan description. Public school teachers and certain administrators are provided with pensions through the Massachusetts Teachers' Retirement System (MTRS), a cost-sharing multiple-employer defined benefit pension plan administered by the Massachusetts Teachers' Retirement Board. The MTRS is part of the Commonwealth of Massachusetts' (Commonwealth) reporting entity and does not issue a stand-alone audited financial report. The MTRS is reported as a Pension Trust Fund in the Commonwealth's audited financial statements that can be obtained at <http://www.mass.gov/osc/publications-and-reports/financial-reports/cafr-reports.html>.

Benefits provided. MTRS provides retirement, disability, survivor, and death benefits to members and their beneficiaries. Massachusetts General Laws (MGL) establishes uniform benefit requirements. These requirements provide for superannuation retirement allowance benefits up to a maximum of 80% of a member's highest three-year average annual rate of regular compensation. For employees hired after April 1, 2012, retirement allowances are calculated on the basis of the last five years or any five consecutive years, whichever is greater in terms of compensation. Benefit payments are based upon a member's age, length of creditable service, and group creditable service, and group classification. The authority for amending these provisions rests with the Legislature.

Members become vested after ten years of creditable service. A superannuation retirement allowance may be received upon the completion of 20 years of creditable service or upon reaching the age of 55 with 10 years of service. Normal retirement for most employees occurs at age 65. Most employees who joined the system after April 1, 2012 cannot retire prior to age 60.

Contributions. The MTRS' funding policies have been established by Chapter 32 of the MGL. The Legislature has the authority to amend these policies. The annuity portion of the MTRS retirement allowance is funded by employees, who contribute a percentage of their regular compensation. Member contributions for MTRS vary depending on the most recent date of membership, ranging from 5-11% of regular compensation. Members hired in 1979 or subsequent contribute an additional 2% of regular compensation in excess of \$30,000.

The Commonwealth is a nonemployer contributor and is required by statute to make all actuarially determined employer contributions on behalf of the member employers. Therefore, the Town is considered to be in a special funding situation as defined by GASB Statement No. 68, *Accounting and Financial Reporting for Pensions* and the Commonwealth is a nonemployer contributing entity in MTRS.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

Since the Town does not contribute directly to MTRS, the Town does not report a proportionate share of the net pension liability of the MTRS at June 30, 2016. The Commonwealth's net pension liability associated with the Town was \$108,153,939.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 13 PENSION PLAN - MASSACHUSETTS TEACHERS RETIREMENT SYSTEM (CONTINUED)

The MTRS' net pension liability was measured as of June 30, 2015, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of January 1, 2015 rolled forward to June 30, 2015.

For the year ended June 30, 2016, the Town recognized pension expense of \$8,772,247 associated with MTRS and revenue of the same amount for support provided by the Commonwealth.

Actuarial assumptions. The following actuarial methods and assumptions apply to all periods included in the measurement.

Investment rate of return - 7.5%

Salary increases - Salary increases are based on analyses of past experience but range from 4.0% to 7.5% depending on length of service

Mortality Rates - Pre-retirement reflects RP-2014 Employees table projected generationally with scale BB and a base year of 2014 (gender distinct). Post-retirement - reflects RP-2014 Healthy Annuitant table projected generationally with Scale BB and a base year of 2014 (gender distinct). Disability – assumed to be in accordance with the RP-2014 Healthy Annuitant table projected generationally with Scale BB and a base year of 2014 set forward four years.

Other - 3.5% interest rate credited to the annuity savings fund and 3.0% cost of living increase per year.

Investment assets of the MTRS are with the Pension Reserves Investment Trust (PRIT) Fund. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future rates of return are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future rates of return by the target asset allocation percentage. Best estimates of geometric rates of return for each major asset class included in the PRIT Fund's target asset allocation as of June 30, 2015 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Global Equity	40%	6.9%
Core Fixed Income	13%	2.4%
Private Equity	10%	8.5%
Real Estate	10%	6.5%
Value Added Fixed Income	10%	5.8%
Hedge Funds	9%	5.8%
Portfolio Completion Strategies	4%	5.5%
Timber/Natural Resources	4%	6.6%
Totals	100%	

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 13 PENSION PLAN - MASSACHUSETTS TEACHERS RETIREMENT SYSTEM (CONTINUED)

Discount rate. The discount rate used to measure the MTRS' total pension liability was 8.0%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rates and the Commonwealth's contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rates. Based on those assumptions, the net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Pension plan fiduciary net position. Detailed information about the MTRS' fiduciary net position is available in the Commonwealth's audited financial statements.

NOTE 14 CAPITAL LEASES

The Town has entered into a capital lease agreement for LED street lights, which will become the property of the Town when all terms of the lease agreement are met.

The following schedule represents the future minimum lease payments as of June 30, 2016:

<u>Fiscal Years</u> <u>Ending June 30</u>	<u>Governmental</u> <u>Activities</u>
2017	\$ 73,502
2018	73,502
2019	73,502
2020	73,503
2021	73,503
2022	73,503
2023	73,504
Total Minimum Lease Payments	514,519
Less: Amounts Representing Interest	(44,248)
Present Value of Minimum Lease Payments	<u>\$ 470,271</u>

The LED street lights and the related accumulated amortization under capital leases are as follows:

<u>Asset:</u>	<u>Governmental</u> <u>Activities</u>
Infrastructure	\$ 650,000
Less: Accumulated Amortization	(141,600)
Total	<u>\$ 508,400</u>

Amortization of the capital lease is included with public works depreciation expense.

**TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016**

NOTE 15 FUND BALANCES

The constraints on fund balances as listed in aggregate in the Governmental Funds Balance Sheet are detailed as follows:

	General	Nonmajor Governmental Funds	Total Governmental Funds
Nonspendable:			
Permanent Fund Principal	\$ -	\$ 14,616	\$ 14,616
Restricted:			
OPEB	720,807	-	720,807
Debt Service	974,944	974,602	1,949,546
School Construction	-	2,451,993	2,451,993
Senior Center Construction	-	201,484	201,484
School Lunch	-	217,341	217,341
Bus Transportation	-	260,289	260,289
Infrastructure (Mitigation Funds)	-	2,604,736	2,604,736
Employee Benefits	-	32,010	32,010
Capital	-	4,167,618	4,167,618
Medicaid	-	354,354	354,354
Cable Fees	-	332,026	332,026
Circuit Breaker	-	1,045,197	1,045,197
Conservation Commission	-	135,824	135,824
Recreation Revolving	-	946,147	946,147
General Government	-	1,534,733	1,534,733
Public Safety	-	597,786	597,786
Education	-	2,253,571	2,253,571
Public Works	-	988,476	988,476
Health and Human Services	-	472,492	472,492
Culture and Recreation	-	132,099	132,099
Library	-	4,608	4,608
Sub-Total - Restricted	<u>1,695,751</u>	<u>19,707,386</u>	<u>21,403,137</u>
Committed:			
Capital Stabilization	3,837,852	-	3,837,852
Subsequent Year's Expenditures	4,012,905	-	4,012,905
Technology Stabilization	104,763	-	104,763
General Government	3,004,759	-	3,004,759
Public Safety	294,653	-	294,653
Education	756,482	-	756,482
Public Works	1,147,609	-	1,147,609
Sub-Total - Committed	<u>13,203,273</u>	<u>-</u>	<u>13,203,273</u>
Assigned:			
General Government	464,204	-	464,204
Public Safety	127,981	-	127,981
Education	338,517	-	338,517
Public Works	541,116	-	541,116
Health and Human Services	269	-	269
Culture and Recreation	183	-	183
Other	13,148	-	13,148
Sub-Total -Assigned	<u>1,485,418</u>	<u>-</u>	<u>1,485,418</u>
Unassigned	<u>25,184,365</u>	<u>(1,663,623)</u>	<u>23,520,742</u>
Total	<u>\$ 41,568,807</u>	<u>\$ 18,058,379</u>	<u>\$ 59,627,186</u>

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 16 STABILIZATION FUNDS

The Town maintains general, capital, operational, FAR, inflow, and infiltration and one-to-one technology stabilization funds that were established under MGL Chapter 40, Section 5B. Appropriations in and out of these stabilization funds require two-thirds vote of Town meeting. Investment income is retained by the funds.

The balances of the general, capital, operational, FAR, inflow, and infiltration, and one-to-one technology stabilization funds at June 30, 2016 are \$4,502,900, \$3,837,852, \$2,481,323, \$3,131,699, \$1,180,059, and \$104,763, respectively. The capital and technology stabilization fund balances are reported in the general fund as committed and the general, operational, and FAR stabilization funds are reported in the general fund as unassigned fund balance. The infiltration stabilization fund is reported as unrestricted net position in the water and sewer enterprise fund.

NOTE 17 RISK FINANCING

The Town is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the Town carries commercial insurance.

The Town provides health insurance through its participation in the West Suburban Health Group (Group), a non-profit trust comprised of 11 towns, one school district and two educational collaboratives. The Town recognizes the cost of providing health insurance by recording its share (depending on the plan, contribution rates range between 50% and 90%) of insurance premiums paid to the Group in the general fund in the fiscal year paid. The purpose of the Group is to pay medical claims of its members' employees and their covered dependents. The amount of claim settlements has not exceeded insurance coverage in any of the previous three fiscal years.

The Town participates in a premium-based workers' compensation plan. In prior years, the Town was self-insured for workers' compensation and is liable for the payment of certain claims from those periods. The claims are administered by a third party administrator and are funded on a pay-as-you-go basis from annual appropriations. The estimated future liability is based on history and injury type. The estimated liability at June 30, 2016 totaled \$173,204.

<u>Fiscal Year</u>	<u>Balance at Beginning of Fiscal Year</u>	<u>Current Year Claims and Changes in Estimate</u>	<u>Claims Payments</u>	<u>Balance at Fiscal Year-end</u>
2015	\$ 122,416	\$ 756,478	\$ (471,640)	407,254
2016	407,254	302,863	(536,913)	173,204

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 18 OPERATING LEASES

Lessee

The Town is committed under several operating leases for a parking lot, golf course land and a modular building used as a clubhouse, and administrative building at the golf course. During fiscal year 2016, the Town paid approximately \$120,000 related to these leases, which is accounted for in the general fund and golf course enterprise fund. Future minimum lease payments are as follows:

Governmental Activities

<u>Fiscal Year</u>	<u>Payment</u>
2017	\$ 55,204

Business-Type Activities

<u>Fiscal Year</u>	<u>Payment</u>
2017	\$ 70,904
2018	73,031
2019	75,222
2020	77,479

NOTE 19 COMMITMENTS

Significant commitments include the encumbrances and continuing appropriations outstanding for the general fund, which totaled \$6,733,170 at June 30, 2016.

NOTE 20 CONTINGENCIES

Various legal actions and claims are pending against the Town. Litigation is subject to many uncertainties, and the outcome of individual litigated matters is not always predictable. Although the amount of liability, if any, at June 30, 2016, cannot be ascertained, management believes any resulting liability should not materially affect the financial position of the Town at June 30, 2016.

The Town participates in a number of federal award programs. Although the grant programs have been audited in accordance with the provisions of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) through June 30, 2016, these programs are still subject to financial and compliance audits by federal agencies. The amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time, although the Town expects such amounts, if any, to be immaterial.

TOWN OF NATICK, MASSACHUSETTS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 21 FUTURE IMPLEMENTATION OF GASB PRONOUNCEMENTS

The GASB has issued the following statements:

- Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other than Pension Plans*, which is required to be implemented during fiscal year 2017. Management is evaluating the Statement's future impact on the basic financial statements.
- Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*, which is required to be implemented during fiscal year 2018. Management is evaluating the Statement's future impact on the basic financial statements.
- Statement No. 77, *Tax Abatement Disclosures*, which is required to be implemented during fiscal year 2017. Management is evaluating the Statement's future impact on the basic financial statements.
- Statement No. 78, *Pensions Provided through Certain Multiple-Employer Defined Benefit Pension Plans*, which is required to be implemented during fiscal year 2017. Management is evaluating the Statement's future impact on the basic financial statements.
- Statement No. 80, *Blending Requirements for Certain Component Units – an amendment of GASB Statement No. 14*, which is required to be implemented during fiscal year 2017. Management is evaluating the Statement's future impact on the basic financial statements.
- Statement No. 81, *Irrevocable Split-Interest Agreements*, which is required to be implemented during fiscal year 2018. Management is evaluating the Statement's future impact on the basic financial statements.
- Statement No. 82, *Pension Issues – an amendment of GASB Statements No. 67, 68, and No. 73*, which is required to be implemented during fiscal year 2017. Management is evaluating the Statement's future impact on the basic financial statements.
- Statement No. 83, *Certain Asset Retirement Obligations*, which is required to be implemented during fiscal year 2019. Management is evaluating the Statement's future impact on the basic financial statements.
- Statement No. 84, *Fiduciary Activities*, which is required to be implemented during fiscal year 2020. Management is evaluating the Statement's future impact on the basic financial statements.

These pronouncements will be implemented by their respective implementation dates.

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**TOWN OF NATICK, MASSACHUSETTS
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
YEAR ENDED JUNE 30, 2016**

	Prior Year Encumbrances and Continuing Appropriations	Original Budget	Supplemental Appropriations and Transfers	Final Budget
REVENUES				
Real Estate and Personal Property Taxes	\$ -	\$ 98,607,049	\$ 362,802	\$ 98,969,851
Motor Vehicle and Other Excise Taxes	-	4,999,400	-	4,999,400
Hotel/Motel Tax	-	800,000	-	800,000
Tax Liens	-	-	-	-
Payments in Lieu of Taxes	-	35,000	-	35,000
Trash Disposal	-	860,000	-	860,000
Intergovernmental	-	12,786,019	173,136	12,959,155
Special Assessments	-	3,403	-	3,403
Penalties and Interest on Taxes	-	497,017	-	497,017
Licenses and Permits	-	1,642,900	-	1,642,900
Fines and Forfeitures	-	189,700	-	189,700
Departmental and Other	-	1,774,122	400,000	2,174,122
Investment Income	-	150,000	-	150,000
Total Revenues	-	122,344,610	935,938	123,280,548
EXPENDITURES				
Current:				
General Government	3,457,361	6,301,182	384,587	10,143,130
Public Safety	396,497	15,053,340	104,972	15,554,809
Education	1,154,054	55,064,668	371,566	56,590,288
Public Works	1,429,873	10,493,141	915,132	12,838,146
Health and Human Services	91,473	1,792,405	(56,190)	1,827,688
Culture and Recreation	2,357	412,301	91,888	506,546
Library	470	2,244,313	11,873	2,256,656
Pension Benefits	-	7,688,521	-	7,688,521
Employee Benefits	14,435	17,382,449	(107,596)	17,289,288
Property and Liability Insurance	-	644,300	-	644,300
State and County Charges	-	1,352,418	-	1,352,418
Debt Service:				
Principal	-	8,147,940	(64,050)	8,083,890
Interest	-	2,376,089	64,049	2,440,138
Total Expenditures	6,546,520	128,953,067	1,716,231	137,215,818
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(6,546,520)	(6,608,457)	(780,293)	(13,935,270)
OTHER FINANCING SOURCES (USES)				
Transfers In	-	3,996,102	489,500	4,485,602
Premium from Issuance of Bonds and Notes	-	-	-	-
Transfers Out	-	(330,000)	(1,777,523)	(2,107,523)
Total Other Financing Sources (Uses)	-	3,666,102	(1,288,023)	2,378,079
NET CHANGE IN FUND BALANCE	(6,546,520)	(2,942,355)	(2,068,316)	(11,557,191)
Fund Balance - Beginning of Year	24,917,291	24,917,291	24,917,291	24,917,291
FUND BALANCE - END OF YEAR	<u>\$ 18,370,771</u>	<u>\$ 21,974,936</u>	<u>\$ 22,848,975</u>	<u>\$ 13,360,100</u>

See accompanying independent auditors' report

Actual	Current Year Encumbrances and Continuing Appropriations	Actual and Encumbrances and Continuing Appropriations	Variance Positive/ (Negative)
\$ 99,333,849	\$ -	\$ 99,333,849	\$ 363,998
5,465,075	-	5,465,075	465,675
1,519,913	-	1,519,913	719,913
616,220	-	616,220	616,220
34,738	-	34,738	(262)
866,220	-	866,220	6,220
13,759,453	-	13,759,453	800,298
3,924	-	3,924	521
411,873	-	411,873	(85,144)
2,290,110	-	2,290,110	647,210
224,755	-	224,755	35,055
2,652,548	-	2,652,548	478,426
272,428	-	272,428	122,428
<u>127,451,106</u>	<u>-</u>	<u>127,451,106</u>	<u>4,170,558</u>
5,582,353	3,468,963	9,051,316	1,091,814
14,637,773	422,634	15,060,407	494,402
55,051,968	1,094,999	56,146,967	443,321
10,954,146	1,688,724	12,642,870	195,276
1,727,539	269	1,727,808	99,880
455,087	44,433	499,520	7,026
2,254,306	-	2,254,306	2,350
7,684,402	-	7,684,402	4,119
15,660,808	13,148	15,673,956	1,615,332
570,194	-	570,194	74,106
1,390,031	-	1,390,031	(37,613)
7,579,699	-	7,579,699	504,191
2,437,926	-	2,437,926	2,212
<u>125,986,232</u>	<u>6,733,170</u>	<u>132,719,402</u>	<u>4,496,416</u>
<u>1,464,874</u>	<u>(6,733,170)</u>	<u>(5,268,296)</u>	<u>8,666,974</u>
4,485,602	-	4,485,602	-
122,640	-	122,640	122,640
(2,107,523)	-	(2,107,523)	-
<u>2,500,719</u>	<u>-</u>	<u>2,500,719</u>	<u>122,640</u>
3,965,593	(6,733,170)	(2,767,577)	8,789,614
<u>24,917,291</u>	<u>-</u>	<u>24,917,291</u>	<u>-</u>
<u>\$ 28,882,884</u>	<u>\$ (6,733,170)</u>	<u>\$ 22,149,714</u>	<u>\$ 8,789,614</u>

See accompanying independent auditors' report

**TOWN OF NATICK, MASSACHUSETTS
REQUIRED SUPPLEMENTARY INFORMATION
LAST TEN FISCAL YEARS**

**SCHEDULE OF CHANGES IN EMPLOYERS' NET PENSION LIABILITY AND RELATED RATIOS
NATICK CONTRIBUTORY RETIREMENT SYSTEM (1)**

	December 31, 2015	December 31, 2014
<u>Total Pension Liability</u>		
Service Cost	\$ 5,188,204	\$ 4,356,464
Interest	14,755,592	14,119,172
Difference between expected and actual experience	-	(1,454,889)
Change in Assumptions	-	12,691,909
Benefit Payments, including refunds of member contributions	(10,966,687)	(9,618,947)
Net Change in Total Pension Liability	8,977,109	20,093,709
Total Pension Liability - Beginning	197,036,372	176,942,663
Total Pension Liability - Ending (a)	<u>\$ 206,013,481</u>	<u>\$ 197,036,372</u>
<u>Plan Fiduciary Net Position</u>		
Contributions - Employer	\$ 8,049,681	\$ 7,453,409
Contributions - Member	3,243,263	3,343,806
Other Additions	98,464	186,892
Net Investment Income	129,562	7,758,262
Benefit Payments, including refunds of member contributions and net of transfers (to)/from other systems	(10,966,687)	(9,695,103)
Administrative Expense	(232,122)	(261,086)
Net Change in Plan Fiduciary Net Position	322,161	8,786,180
Plan Fiduciary Net Position - Beginning	116,257,346	107,471,166
Plan Fiduciary Net Position - Ending (b)	<u>\$ 116,579,507</u>	<u>\$ 116,257,346</u>
Net Pension Liability - Ending (a) - (b)	<u>\$ 89,433,974</u>	<u>\$ 80,779,026</u>
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	56.59%	59.00%
Covered - Employee Payroll	\$ 34,773,489	\$ 33,191,253
Net Pension Liability as a Percentage of Covered Employee Payroll	257.2%	243.4%

(1) Data is being accumulated annually to present 10 years of the reported information

**TOWN OF NATICK, MASSACHUSETTS
REQUIRED SUPPLEMENTARY INFORMATION
LAST TEN FISCAL YEARS**

**SCHEDULE OF EMPLOYER CONTRIBUTIONS
NATICK CONTRIBUTORY RETIREMENT SYSTEM**

	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
Actuarially Determined Contribution	\$ 8,049,681	\$ 7,453,409	\$ 6,901,304	\$ 6,390,096	\$ 5,916,756
Contributions in Relation to the					
Actuarially Determined Contribution	8,049,681	7,453,409	6,901,304	6,390,096	5,916,756
Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered Employee Payroll	\$ 34,773,489	\$ 33,191,253	\$ 32,180,970	\$ 27,627,175	\$ 27,627,175
Contributions as a Percentage of					
Covered Employee Payroll	23.15%	22.46%	21.45%	23.13%	21.42%
					(Continued)
	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>
Actuarially Determined Contribution	\$ 5,661,968	\$ 5,418,151	\$ 5,334,374	\$ 5,541,638	\$ 5,059,655
Contributions in Relation to the					
Actuarially Determined Contribution	5,661,968	5,418,151	5,334,374	5,541,638	5,059,655
Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered Employee Payroll	\$ 27,627,175	\$ 25,775,476	\$ 25,775,476	\$ 25,775,476	\$ 24,814,583
Contributions as a Percentage of					
Covered Employee Payroll	20.49%	21.02%	20.70%	21.50%	20.39%
					(Concluded)

**SCHEDULE OF INVESTMENT RETURNS
NATICK CONTRIBUTORY RETIREMENT SYSTEM (1)**

	<u>2015</u>	<u>2014</u>
Annual money-weighted rate of return, net of investment expense	0.76%	8.01%

(1) Data is being accumulated annually to present 10 years of the reported information

**TOWN OF NATICK, MASSACHUSETTS
REQUIRED SUPPLEMENTARY INFORMATION
LAST TEN FISCAL YEARS**

**SCHEDULE OF THE TOWN'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
NATICK CONTRIBUTORY RETIREMENT SYSTEM (1) (2)**

	2015	2014
Town's Proportion of the Net Pension Liability	98.5390%	98.5390%
Town's Proportionate Share of the Net Pension Liability	\$ 88,127,308	\$ 79,598,815
Town's Covered-Employee Payroll	\$ 34,773,489	\$ 32,532,514
Town's Proportionate Share of the Net Pension Liability as a Percentage of its Covered-Employee Payroll	253.43%	244.67%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	56.59%	59.00%

(1) Amounts presented were determined as of December 31

(2) Data is being accumulated annually to present 10 years of the reported information

**SCHEDULE OF TOWN CONTRIBUTIONS
NATICK CONTRIBUTORY RETIREMENT SYSTEM**

	2016	2015	2014	2013	2012
Actuarially Required Contribution	\$ 7,932,072	\$ 7,344,512	\$ 6,793,586	\$ 6,290,358	\$ 5,826,520
Contributions in Relation to the Actuarially Required Contribution	7,932,072	7,344,512	6,793,586	6,290,358	5,826,520
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$ -	\$ -
Town's Covered-Employee Payroll	\$ 34,773,489	\$ 31,672,428	\$ 31,672,428	\$ 26,953,209	\$ 26,953,209
Contributions as a Percentage of Covered Employee Payroll	22.81%	23.19%	21.45%	23.34%	21.62%

(Continued)

	2011	2010	2009	2008	2007
Actuarially Required Contribution	\$ 5,575,618	\$ 5,335,519	\$ 5,255,414	\$ 5,460,965	\$ 4,986,056
Contributions in Relation to the Actuarially Required Contribution	5,575,618	5,335,519	5,255,414	5,460,965	4,986,056
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$ -	\$ -
Town's Covered-Employee Payroll	\$ 25,138,776	\$ 25,138,776	\$ 25,138,776	\$ 24,228,729	\$ 24,228,729
Contributions as a Percentage of Covered Employee Payroll	22.18%	21.22%	20.91%	22.54%	20.58%

(Concluded)

See accompanying independent auditors' report

**TOWN OF NATICK, MASSACHUSETTS
REQUIRED SUPPLEMENTARY INFORMATION
LAST TEN FISCAL YEARS**

**SCHEDULE OF SPECIAL FUNDING AMOUNTS OF THE NET PENSION LIABILITY
MASSACHUSETTS TEACHERS' RETIREMENT SYSTEM (1) (2)**

	2016	2015
Town's Share of Net Pension Liability	\$ 108,153,939	\$ 82,844,322
Commonwealth's Share of the Town's Net Pension Liability	108,153,939	82,844,322
Town's Net Pension Liability	<u>\$ -</u>	<u>\$ -</u>
Town's Expense and Revenue Recognized for the Commonwealth's Support	\$ 8,772,247	\$ 5,755,593
Plan Fiduciary Net Position as a Percentage of Total Net Pension Liability	55.38%	61.64%

(1) Amounts presented were determined as of June 30 of the prior year

(2) Data is being accumulated annually to present 10 years of the reported information

**TOWN OF NATICK, MASSACHUSETTS
REQUIRED SUPPLEMENTARY INFORMATION
YEAR ENDED JUNE 30, 2016**

OTHER POSTEMPLOYMENT BENEFITS SCHEDULES

SCHEDULES OF FUNDING PROGRESS

Actuarial Valuation Date	Actuarial Value of Assets (A)	Actuarial Accrued Liability (AAL) Projected Unit Credit (B)	Unfunded AAL (UAAL) (B-A)	Funded Ratio (A/B)	Covered Payroll (C)	UAAL as a Percentage of Covered Payroll ((B-A)/C)
07/01/14	\$ -	\$ 125,121,360	\$ 125,121,360	0.00%	\$ 62,012,283	202%
07/01/12	-	120,981,624	120,981,624	0.00%	51,510,389	235%
07/01/10	-	119,187,237	119,187,237	0.00%	60,836,610	196%

The significant change to the methods and assumptions used in the actuarial valuations identified above that impacted trends in the schedules of funding progress is the increase in the trend on medical and prescription drug costs in the July 1, 2012 valuation.

TOWN OF NATICK, MASSACHUSETTS
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2016

NOTE A BUDGETARY – GAAP RECONCILIATION

For budgetary financial reporting purposes, the Uniform Massachusetts Accounting System basis of accounting (established by the Commonwealth) is followed, which differs from the GAAP basis of accounting. A reconciliation of budgetary-basis to GAAP-basis results for the general fund for the fiscal year ended June 30, 2016 is presented below:

	Revenues	Expenditures	Other Financing Sources (Uses)	Fund Balance
Budgetary Basis as Reported on the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual	\$ 127,451,106	\$ 132,719,402	\$ 2,500,719	\$ 22,149,714
<u>Adjustments and Reclassifications</u>				
To record 60-day receipts	130,568	-	-	349,903
To record tax refunds payable	372,995	-	-	(2,443,324)
To record MWPAT debt service subsidy	3,855	3,855	-	-
To record MTRS on-behalf payments	8,772,247	8,772,247	-	-
To record encumbrances and continuing appropriations		(6,733,170)	-	6,733,170
To reclassify the stabilization fund to the general fund for GAAP purposes	26,969	-	-	4,502,900
To reclassify the capital stabilization fund to the general fund for GAAP purposes	20,144	-	(689,376)	3,837,852
To reclassify the operating stabilization fund to the general fund for GAAP purposes	96,918	-	-	2,481,323
To reclassify the OPEB fund to the general fund for GAAP purposes	17,875	-	-	720,807
To reclassify the FAR stabilization fund to the general fund for GAAP purposes	35,374	-	3,096,325	3,131,699
To reclassify the technology stabilization fund to the general fund for GAAP purposes	4,420	-	-	104,763
GAAP Basis as Reported on the Statement of Revenues, Expenditures and Changes in Fund Balances	<u>\$ 136,932,471</u>	<u>\$ 134,762,334</u>	<u>\$ 4,907,668</u>	<u>\$ 41,568,807</u>

**TOWN OF NATICK, MASSACHUSETTS
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2016**

NOTE B SCHEDULE OF EMPLOYER CONTRIBUTIONS

The following methods and assumptions were used to determine the most recent actuarially determined contribution rates:

Methods:

Actuarial Cost Method
Asset Valuation Method

Entry Age Normal Cost
Fair Value

Assumptions:

Salary Increases

Based on years of service. Ranges from 7.00% decreasing to 4.50% after 9 years of service for Group 1 employees, from 7.00% decreasing to 4.75% after 9 years of service for Group 2 employees; and from 8.00% decreasing to 5.00% after 9 years of service for Group 4 Employees

Investment Rate of Return

7.50%, net of pension plan investment expense, including inflation

Inflation Rate

4.50%

Cost of Living Adjustment

3.0% of first \$12,000 Annually

Mortality

Pre-Retirement - The RP-2000 Employee Mortality Table projected generationally with Scale AA from 2005

Healthy Retiree - The RP-2000 Healthy Annuitant Mortality Table projected generationally with Scale AA from 2005

Disabled Retiree - The RP-2000 Health Annuitant Mortality Table set forward 3 years for males projected generationally with Scale AA from 2005

Retirement Rates

General Employees (Group 1 and 2) - 1.0% and 1.5% for males and females, respectively, beginning at age 50 ranging to 100% for both males and females ending at age 70

Police and Fire (Group 4) - 2.0% beginning at age 50 ranging to 100.0% at age 65

TOWN OF NATICK, MASSACHUSETTS
GAO AND UNIFORM GUIDANCE REPORTS
YEAR ENDED JUNE 30, 2016

TOWN OF NATICK, MASSACHUSETTS
GAO AND UNIFORM GUIDANCE REPORTS
YEAR ENDED JUNE 30, 2016

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Honorable Board of Selectmen
Town of Natick, Massachusetts

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Town of Natick, Massachusetts, as of and for the year ended June 30, 2016 (except for the Natick Contributory Retirement System, which is as of and for the year ended December 31, 2015), and the related notes to the financial statements, which collectively comprise the Town's basic financial statements, and have issued our report thereon dated March 13, 2017. The financial statements of the Morse Institute in Natick, the sole discretely presented component unit, were not audited in accordance with *Government Auditing Standards*. Those financial statements contained a modified opinion for presenting its activities and balances on the cash basis of accounting.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town of Natick, Massachusetts' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town of Natick, Massachusetts' internal control. Accordingly, we do not express an opinion on the effectiveness of the Town of Natick, Massachusetts' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town of Natick, Massachusetts' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "CliftonLarsonAllen LLP". The signature is written in a cursive, flowing style.

CliftonLarsonAllen LLP

Boston, Massachusetts
March 13, 2017

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR
FEDERAL PROGRAM, REPORT ON INTERNAL CONTROL OVER COMPLIANCE, AND
REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
REQUIRED BY THE UNIFORM GUIDANCE**

Honorable Board of Selectmen
Town of Natick, Massachusetts

Report on Compliance for Each Major Federal Program

We have audited the Town of Natick, Massachusetts' compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Town of Natick, Massachusetts' major federal programs for the year ended June 30, 2016. The Town of Natick, Massachusetts' major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs. The Town of Natick, Massachusetts' financial statements include the operations of the Morse Institute in Natick for the year ended June 30, 2016, a discretely presented component unit which may receive federal awards, and which are not included in the schedule of expenditures of federal awards for the year ended June 30, 2016 since the Morse Institute in Natick engages a separate auditor. Our audit described below did not include the operations of this entity.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the Town of Natick, Massachusetts' major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Town of Natick, Massachusetts' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Town of Natick, Massachusetts' compliance.

Opinion on Each Major Federal Program

In our opinion, the Town of Natick, Massachusetts complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2016.

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance, which is required to be reported in accordance with the Uniform Guidance and which is described in the accompanying schedule of findings and questioned costs as item 2016-001. Our opinion on each major federal program is not modified with respect to this matter.

Town of Natick, Massachusetts' response to the noncompliance findings identified in our audit are described in the accompanying schedule of findings and questioned costs. Town of Natick, Massachusetts' response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Management of the Town of Natick, Massachusetts is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Town of Natick, Massachusetts's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Town of Natick, Massachusetts's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, we identified a certain deficiency in internal control over compliance, as described in the accompanying schedule of findings and questioned costs as item 2016-001, that we consider to be significant deficiencies.

Town of Natick, Massachusetts' response to the internal control over compliance findings identified in our audit are described in the accompanying schedule of findings and questions costs. Town of Natick, Massachusetts's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Town of Natick, Massachusetts, as of and for the year ended June 30, 2016 (except for the Natick Contributory Retirement System which is as of and for the year ended December 31, 2015), and the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Natick, Massachusetts. We issued our report thereon dated March 13, 2017, which contained a modified opinion on the Morse Institute in Natick, the sole discretely presented component unit, for presenting its activities and balances on the cash basis of accounting, and an unmodified opinion on the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The Town of Natick, Massachusetts' financial statements included the operations of the Morse Institute in Natick for the year ended June 30, 2016. The federal expenditures, where applicable, for the Morse Institute in Natick are not included in the accompanying schedule of expenditures of federal awards. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.



CliftonLarsonAllen LLP

Boston, Massachusetts
March 13, 2017

**TOWN OF NATICK, MASSACHUSETTS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2016**

Federal Grantor/ Pass-Through Grantor/ Program	Federal CFDA Number	Pass-through Identifying Number	Federal Expenditures
U.S. Department of Agriculture			
<u>Passed through the State Department of Elementary & Secondary Education:</u>			
<i>Child Nutrition Cluster</i>			
School Breakfast Program - Cash Assistance	10.553	09-198	\$ 48,292
National School Lunch Program - Cash Assistance	10.555	09-198	283,933
National School Lunch Program - Non-Cash Assistance (Commodities)	10.555	09-198	107,105
Total U.S. Department of Agriculture			<u>439,330</u>
U.S. Department of Justice			
<u>Direct Program:</u>			
DEA Overtime Grant	16.000	Not Applicable	<u>20,768</u>
U.S. Department of Education			
<u>Passed through the State Department of Elementary & Secondary Education:</u>			
<i>Title I</i>			
Title I Distribution (fiscal year 2014)	84.010	305-024802-2014-0198	2,276
Title I Distribution (fiscal year 2015)	84.010	305-048106-2015-0198	40,428
Title I Distribution (fiscal year 2016)	84.010	305-073277-2016-0198	230,397
<i>Special Education Cluster</i>			
SPED 94-142 Allocation (fiscal year 2015)	84.027	240-254-5-0198-P	151,342
SPED 94-142 Allocation (fiscal year 2016)	84.027	240-201-6-0198-Q	1,020,561
SPED Program Improvement (fiscal year 2015)	84.027	274-205-5-0198-P	17,936
SPED Program Improvement (fiscal year 2016)	84.027	274-273-6-0198-Q	30,704
<u>Passed through the State Department of Early Education and Care:</u>			
SPED Early Childhood Allocation (fiscal year 2015)	84.173	26215 NATICKPUBLICSCH	335
SPED Early Childhood Allocation (fiscal year 2016)	84.173	26216 NATICKPUBLICSCH	28,747
SPED Early Childhood Program Improvement (fiscal year 2015)	84.173	298-634-5-0198-P	376
SPED Early Childhood Program Improvement (fiscal year 2016)	84.173	298-723-6-0198-Q	3,000
Subtotal Special Education Cluster			<u>1,253,001</u>
<u>Passed through the State Department of Elementary & Secondary Education:</u>			
Title IIA - Improving Teacher Quality (fiscal year 2015)	84.367	140-062851-2015-0198	2,016
Title IIA - Improving Teacher Quality (fiscal year 2016)	84.367	140-078079-2016-0198	72,370
Total U.S. Department of Education			<u>1,600,488</u>
U.S. Department of Health and Human Services			
<u>Passed through the State Executive Office of Health and Human Services:</u>			
School-Based Medicaid Reimbursement Program	93.778	1950606	100,606
Drug Free Communities Support Program (2015)	93.276	5H79SP018297-04	38,291
Drug Free Communities Support Program (2016)	93.276	5H79SP018297-04	84,869
Total U.S. Department of Health and Human Services			<u>223,766</u>
U.S. Department of Homeland Security			
<u>Passed through the State Office of Emergency Management:</u>			
Emergency Management Performance Grants	97.042	CDA FY15EMPG11200000NATICK	16,435
Total			<u>\$ 2,300,787</u>

See accompanying Notes to Schedule of Expenditures of Federal Awards

TOWN OF NATICK, MASSACHUSETTS
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
JUNE 30, 2016

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the Town of Natick, Massachusetts under programs of the federal government for the year ended June 30, 2016. The information in this Schedule is presented in accordance with the requirements of 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Because the Schedule presents only a selected portion of the operations of the Town of Natick, Massachusetts, it is not intended to and does not present the financial position, changes in net position, or cash flows of the Town of Natick, Massachusetts.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the modified cash basis of accounting. Such expenditures are recognized following the cost principles in OMB Circular A-87, Cost Principles for State, Local or Indian Tribal Governments, or the cost principles contained in Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

The Town of Natick, Massachusetts did not elect to use the 10-percent de minimis indirect cost rate identified in §200.414 of the Uniform Guidance.

NOTE 3 U.S. DEPARTMENT OF AGRICULTURE

The amount reported for the National School Lunch Program – Non-Cash Assistance (Commodities) represents non-monetary assistance and is reported in the Schedule at the fair market value of the commodities received. The amounts reported for the National School Lunch Program – Cash Assistance and School Breakfast Program – Cash Assistance represent cash receipts from federal reimbursements.

NOTE 4 U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

The amount reported for the School-Based Medicaid Reimbursement Program represents federal reimbursements for Administrative Activity Claims.

NOTE 5 U.S. DEPARTMENT OF HOMELAND SECURITY

The amounts reported for the Emergency Management Performance Grants represent federal reimbursements.

**TOWN OF NATICK, MASSACHUSETTS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2016**

Section I – Summary of Auditors' Results

Financial Statements

1. Type of auditors' report issued: Unmodified
2. Internal control over financial reporting:
- Material weakness(es) identified? _____ yes x no
 - Significant deficiency(ies) identified that are not considered to be material weakness(es)? _____ yes x none reported
3. Noncompliance material to financial statements noted? _____ yes x no

Federal Awards

1. Internal control over major federal programs:
- Material weakness(es) identified? _____ yes x no
 - Significant deficiency(ies) identified that are not considered to be material weakness(es)? x yes _____ none reported
2. Type of auditors' report issued on compliance for major federal programs: Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with Subpart F, Section 516(a) of the Uniform Guidance? x yes _____ no

Identification of Major Federal Programs

84.027, 84.173

Special Education Cluster

**TOWN OF NATICK, MASSACHUSETTS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2016**

Section I – Summary of Auditors’ Results (Continued)

Dollar threshold used to distinguish between
Type A and Type B programs:

\$ 750,000

Auditee qualified as low-risk auditee pursuant
to Uniform Guidance?

 x yes

 no

Section II – Financial Statement Findings

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing Standards*.

Section III – Findings and Questioned Costs – Major Federal Programs

2016-001

Federal agency: U.S. Department of Education

Federal program: Special Education Cluster

CFDA Number: 84.027, 84.173

Pass-Through Agency: Massachusetts State Department of Elementary and Secondary Education

Pass-Through Number(s): 240-254-5-0198, 240-201-6-0198

Award Period: July 1, 2015 – June 30, 2016

Type of Finding:

- Significant Deficiency in Internal Control over Compliance
- Other Matters

Compliance Requirement: Reporting

Criteria or specific requirement: 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award* requires compliance with the provisions of reporting. The Town of Natick, Massachusetts should have internal controls designed to ensure compliance with those provisions.

Special Reporting – The Town of Natick, Massachusetts is required to report an unduplicated count of children with disabilities receiving special education and related services.

Condition: Internal controls were not in place to ensure the accuracy of the special reporting requirements.

Questioned costs: None

**TOWN OF NATICK, MASSACHUSETTS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2016**

Section III – Findings and Questioned Costs – Major Federal Programs (Continued)

Context: 1 of the 40 students included in the October 2015 SIMS report was not eligible receive benefits until subsequent to the effective date of the report.

Cause: Procedures were not in place to ensure the documentation maintained was sufficient to support the inclusion of the students in the SIMS report.

Effect: Over reporting of students in the SIMS report.

Recommendation: We recommend procedures be implemented to ensure that only students meeting the requirements for SPED inclusion in the SIMS report are included.

Views of responsible officials: There is no disagreement with the audit finding. See Corrective Action Plan.

Section IV – Prior Year Major Federal Program Findings

There were no findings in the prior year that were required to be reported.

TOWN OF NATICK, MASSACHUSETTS

MANAGEMENT LETTER

JUNE 30, 2016



CliftonLarsonAllen

CliftonLarsonAllen LLP
CLAconnect.com

Honorable Board of Selectmen
Town of Natick, Massachusetts

In planning and performing our audit of the financial statements of the Town of Natick, Massachusetts (Town) as of and for the year ended June 30, 2016, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, we considered the Town's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

However, during our audit we became aware of deficiencies in internal control (other than significant deficiencies and material weaknesses) that are opportunities to strengthen your internal control and improve the efficiency of your operations. We also want to make you aware of a recently issued accounting standard that will significantly impact your financial statements in future years. The memorandum that accompanies this letter summarizes our comments and recommendations regarding those matters. This letter does not affect our report dated March 13, 2017, on the financial statements of the Town.

We will review the status of these comments during our next audit engagement. We have already discussed these comments and recommendations with Town personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

The Town's written responses to the matters identified in our audit have not been subjected to the audit procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

This communication is intended solely for the information and use of management, the Board of Selectmen and others within the Town, and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Boston, Massachusetts
March 13, 2017

TOWN OF NATICK, MASSACHUSETTS

MANAGEMENT LETTER

JUNE 30, 2016

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Comments and Recommendations

Stabilization Fund Transfers

Comment

Town Meeting annually authorizes transfers in and/or out of the Town's multiple stabilization funds to various funds. Although these transfers are being properly accounted for on the general ledger, we identified that these funds are not being consistently transferred between bank and investment accounts. As a result, investment income is not properly allocated between the funds impacted, which also overstates or understates (whichever applies) total fund balance of the funds impacted.

Recommendation

We recommend the differences between stabilization funds' cash and investment balances reported on the general ledger and individual cash and investment accounts be investigated and resolved.

We recommend future transfers in and/or out of stabilization funds (as authorized by Town Meeting) be transferred between the actual bank and investment accounts.

We recommend procedures be implemented to reconcile stabilization cash and investment balances as recorded on the general ledger to the actual bank and/or investment accounts monthly.

Management's Response

The Treasurer/Collector recognizes that these transfers must be completed at the investment level in a timely manner. Going forward the transfers will be made as soon as the town meeting is certified and then checked against the transfers posted to the ledger.

Information Technology

Comment

Strategic Planning

There is no formal documented strategic plan, which presents the risk that adequate measures have not been taken to plan for future growth and changes. Strategic planning as it relates to the long term planning for the IT environment should address interests and goals of the organization and plans for how to achieve them.

Recommendation

We recommend an IT Strategic Plan be developed in co-operation with key business unit areas to ensure IT goals are consistent with mid-to-long term objectives and future growth. The plan should include an IT centric analysis over how key business objectives will be prioritized, achieved and integrated with IT. Considerations should also be taken relative to future regulatory compliance implications the IT department may have to support.

Management's Response

In order to address IT security concerns, plan for future development, and ensure high quality IT services, the Town will develop a new IT strategic plan for Fiscal years 2018 to 2023. The CIO of the Town will chair a working group of Town Department heads and other key stake holders identified by the Town Administrator, to examine the Town's current IT environment, reestablish a strategic direction for IT, and develop an implementation plan that effectively deploys IT solutions in support of the Town's strategic priorities. The overall goals of this working group will be to develop a five year plan that will:

- Ensure security, reliability and accuracy of the Town's systems as required and in support of the Town's priorities and key regulatory mandates;
- Deliver high quality IT products and services that are critical for the Town operations, and in support of related administrative needs; and,
- Provide IT services in an efficient, effective and timely manner.

The working group will solicit and incorporate into the planning process community input through social media, focus groups and public hearings. A draft IT strategic plan will be submitted to the Town Administrator, who will finalize the document and facilitate with the working group on presentation of the plan to key town stake holders and final implementation of the plan.

Risk Assessment and Monitoring

Comment

Consistent with prior years, the Town has not developed and implemented a formal risk assessment and monitoring program.

When internal controls are *initially* implemented, they are usually designed to adequately safeguard assets. However, over time, these controls can become ineffective due to changes in technology, operations, etc. In addition, changes in personnel and structure, as well as the addition of new programs and services, can add risks that previously did not exist. As a result, all municipalities must periodically perform a risk assessment to anticipate, identify, analyze and manage the risk of asset misappropriation. Risk assessment (which includes fraud risk assessment), is one element of internal control.

The risk assessment should be performed by management-level employees who have extensive knowledge of the Town's operations. Ordinarily, the management-level employees would conduct interviews or lead group discussions with personnel who have knowledge of the Town's operations, its environment, and its processes. The risk assessment process should consider the Town's vulnerability to misappropriation of assets. It should also address operations that involve heightened levels of risk. When conducting the assessment, the following questions should be considered:

- What assets are susceptible to misappropriation?
- What departments receive cash receipts?
- What departments have movable inventory?
- What operations are the most complex?
- How could assets be stolen?
- Are there any known internal control weaknesses that would allow misappropriation of assets to occur and remain undetected?
- How could potential misappropriation of assets be concealed?
- What prior internal control issues could still continue to be problematic?

Once the areas vulnerable to risks have been identified, a review of the Town's systems, procedures, and existing controls related to these areas should be conducted. The Town should consider what additional controls (if any) need to be implemented to reduce risk.

After risk has been assessed, periodic monitoring of the identified risk areas must be performed in order to evaluate the controls that have been implemented to mitigate the risks. Since control-related policies and procedures tend to deteriorate over time, the monitoring process ensures that controls are fully operational and effective.

Recommendation

We recommend management develop and implement a risk assessment program to periodically anticipate, identify, analyze, and manage the risk of asset misappropriation. The risk assessment program should be formally documented and become part of the Town's financial policies and procedures manual.

We further recommend management develop and implement a monitoring program to periodically evaluate the operational effectiveness of internal controls. The monitoring process should be documented in order to facilitate the evaluation of controls and to identify improvements that need to be made.

Management's Response

The Town's Finance Staff continually works on reviewing, improving and documenting financial procedures and policies. These actions have been focused on the most crucial areas of risk and management is confident that the internal controls are sufficient to safeguard the town's data and assets.

Management does acknowledge the need to develop a formal risk assessment and monitoring program and the Finance Director in conjunction with the Town's Audit Committee has started the process of developing a program that will meet the town's needs. Any program and continuing monitoring will entail enormous demands on both Finance and Town Department staff already stretched to the limit with essential daily duties so implementation will necessarily be phased in over a period of time.

Accounts Receivable – Parking Tickets

Comment

Procedures have not been developed and implemented to record the monthly amounts billed as accounts receivable (and the corresponding deferred revenue) on the general ledger related to parking tickets. As a result, monthly reconciliations of outstanding accounts receivable cannot be performed. Proper internal controls require all transactions related to accounts receivable to be accounted for and recorded on the general ledger.

Recommendation

We recommend that procedures be implemented where all billings for parking tickets are forwarded to the Comptroller's Office to enable the recording of the applicable accounts receivable on the general ledger. We recommend that all subsequent transactions related to the billings (cash receipts, write-offs and other adjustments) also be recorded (in summary) by the Comptroller's Office on the general ledger. The general ledger should serve as a control account for the parking tickets accounts receivable balance.

Management's Response

The Town's existing parking software does not provide accurate reporting to produce a reliable receivable balance that reconciles to the ledger.

The Town is implementing a new parking violation software program scheduled to start March 1, 2017 that will correct this problem. The new system will be able to provide reports that contain all the necessary information to properly book parking tickets issued and paid in the ledger. This more robust reporting capability will also produce receivable reports that can be reconciled to the ledger.

Accounts Receivable – Credit Balances

Comment

At June 30, 2016, credit account receivable balances exist for levy years 2002 through 2016 for real estate taxes (totaling approximately \$595,000); personal property taxes (totaling approximately \$13,000); and motor vehicle excise taxes (totaling approximately \$21,000). When accounts receivable balances are in a credit position, it is an indication that one or more of the following problems exist:

1. There is an error in posting taxpayer payments to the appropriate accounts receivable balance
2. Refunds to taxpayers are owed

Recommendation

We recommend the Treasurer/Collector's office implement procedures to investigate and resolve the credit balances in the accounts receivable balances identified above.

Management's Response

In order to address the problem, the Treasurer/Collector's office has implemented new procedures to stop the practice of posting payments to accounts already paid in full. Staff now review the account to determine where the refund should be sent and immediately issue a refund payment. All older accounts with credit balances are currently under review and since the review was initiated in FY 2015 staff has reduced the amount by \$629,000. Currently there are no credit balances for Fiscal Years 2016 and 2017 and management expects further reductions in the balances for older accounts.

Other Postemployment Benefits Accounting and Financial Reporting (Informational Only)

Comment

In June of 2015, the Governmental Accounting Standards Board (GASB) issued Statement No. 74, *Financial Reporting for Postemployment Benefit Plans other than Pension Plans*, and Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefit Plans other than Pension Plans*, which establish new financial reporting requirements for governments that provide other postemployment benefits (OPEB) to its employees and retirees.

The implementation of these Statements will represent a significant change in the accounting and reporting of OPEB expense and the related liability. The implementation of these Statements will:

- Require the net OPEB liability to be measured as the total OPEB liability, less the amount of the OPEB plan's fiduciary net position
- Require that projections of benefits payments incorporate the effects of projected salary changes and service credits, as well as projected automatic postemployment benefit changes
- Require the use of the "entry age" actuarial cost allocation method, with each period's service cost determined by a level percentage of pay (referred to as the attribution method)
- Expand OPEB related note disclosures
- Expand OPEB related required supplementary information disclosures

Given the significance of the net OPEB liability, the financial reporting impact under the new standard will significantly affect the Town's financial statements.

It should be noted that the implementation of GASB Statement No.'s 74 and 75 are strictly financial reporting standards and do not constitute a state or federal mandate regarding the funding of the net OPEB obligation.

The Town's required implementation date of GASB Statements No. 74 and 75 are fiscal year 2017 and fiscal year 2018, respectively.

Recommendation

We recommend management familiarize itself with GASB Statements No. 74 and 75 to prepare for their implementation.

Management's Response

The Town's management will work with the independent auditors to familiarize the appropriate staff with GASB Statements No. 74 and 75 for implementation in Fiscal Years 2017 and 2018.



Town of Natick

Fiscal Year 2016 Exit Conference

Board of Selectmen

May 15, 2017

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Agenda

- Executive Summary
- Financial Highlights
- GAO and Uniform Guidance Reports
- Management Letter comments



Executive Summary

- Except for the Morse Institute (a discretely presented component unit), unmodified opinion on the financial statements
- Government-Wide Governmental Activities unrestricted net deficit totaled \$94.2M
 - Direct result of Net OPEB and Pension liabilities totaling \$147M
- Unassigned General Fund balance totaled \$25.2M, or 18% of total expenditures and transfers out
- Refunding transaction resulted in reduced future debt service payments of \$148K



Executive Summary

- No material weaknesses or significant deficiencies in internal control over financial reporting identified
- Unmodified opinion on federal awards programs
 - 1 finding reported
- Information provided was well organized
- Management and staff were responsive to all inquiries



Financial Highlights

- Governmental Activities (p 14)
 - Net position - \$45M
 - ◇ Net investment in capital assets - \$125M
 - ◇ Restricted net position - \$14M
 - Infrastructure (\$2.6M)
 - Debt service (\$1.9M)
 - SPED (\$1.0M)
 - OPEB (\$721k)
 - ◇ Unrestricted deficit (\$94M)
 - Direct result of Net OPEB (\$85M) and Net Pension Liability (\$63M)



Financial Highlights

- General Fund (p 17)
 - Total fund balance \$41.6M
 - ◇ Restricted - \$1.7M (debt service and OPEB)
 - ◇ Committed - \$13.2M (subsequent year's expenditures, capital stabilization, technology stabilization and continuing appropriations)
 - ◇ Assigned - \$1.5M (encumbrances)
 - ◇ Unassigned - \$25.2M
 - Includes general, operational and FAR stabilization funds (@ \$10M)
 - Fund balance detail provided at Note 15, page 68



Financial Highlights

- Budget to actual results (p 73-74)
 - Positive variance of \$8.8M
 - ◇ Revenues - \$4.3M positive variance
 - Hotel/Motel(\$720k), Tax Liens(\$616k), Intergovernmental (\$800k), License and Permits (\$647k)
 - ◇ Expenditures - \$4.5M positive variance
 - Includes encumbrances and continuing appropriations of \$6.7M
 - General government and employee benefits largest contributing factors (\$2.7M)
 - Used \$11.6M of available funds to fund FY 16 budget
 - ◇ Prior year encumbrances and continuing appropriations (\$6.5M)
 - ◇ Free cash (\$4.4M)
 - ◇ Overlay (\$500k)
 - \$2.8M actual decrease in fund balance on budgetary basis (including encumbrances and continuing appropriations)



Financial Highlights

- Enterprise Funds (p 21)
 - Unrestricted net position
 - ◇ Water/Sewer- \$5.7M
 - NPL totals \$3.1M and net OPEB obligation totals \$1.3M
 - ◇ Golf Course - \$112k
 - NPL totals \$58k and net OPEB obligation totals \$157k



Financial Highlights

- Significant Footnotes
 - Note 8 – Long-Term Obligations (p 51)
 - ◇ Debt (including unamortized premiums), Net OPEB, net pension, workers' compensation claims, capital lease obligations, compensated absences and landfill
 - Governmental Activities (\$217M)
 - Debt - \$66M
 - Net OPEB - \$63M
 - Net pension liability - \$85M
 - Business-type Activities (\$17M)
 - Debt - \$12.3M
 - Net OPEB - \$1.4M
 - Net pension liability - \$3.1M



Financial Highlights

- Significant Notes (continued)
 - Note 11 – OPEB (p 56-59)
 - ◇ Net OPEB - \$64.2M
 - ◇ Annual OPEB Cost - \$12.2M
 - Percent contributed (36% or \$4.4M)
 - ◇ Unfunded Actuarial Accrued Liability - \$125.1M @ 7/1/14
 - ◇ OPEB Trust (employer asset) totals \$721k



Financial Highlights

- Significant Notes (continued)
 - Note 12 – Pension Plan (p 59-64)
 - ◇ Town's proportion of the net pension liability totals 98.54%, or \$88.1m
 - Based on December 31, 2015 Measurement Date
 - ◇ Pension expense totaled \$12.2M
 - ARC paid to NCRS totaled \$7.9M
 - ◇ Net deferred outflows and inflows of resources totaled \$13.9M
 - Net difference between projected and actual investment earnings on pension plan investments (\$7.3M)
 - Changes in assumptions (\$7.5M)
 - Differences between actual and expected experience (\$860k)



Financial Highlights

- Significant Notes (continued)
 - Note 12 – Pension Plan (continued)
 - ◇ Discount rate sensitivity
 - 1% higher (8.5%) - \$69.1M
 - 1% lower (6.5%) - \$110.4M
 - ◇ Plan fiduciary net position as a percentage of the total pension liability is 57%



GAO & Uniform Guidance Reports

- GAO Report (p 1-2)
 - Internal Control
 - ◇ No findings
 - Compliance with Laws, Regulations, Contracts and Grants
 - ◇ No findings
- UG Report (p 3-5)
 - Unmodified opinion on major federal program (SPED Cluster)
 - Total federal awards - \$2.3M
 - 1 Finding Reported – Significant Deficiency in Internal Control over Compliance and Other Matters related to the Reporting compliance requirement



Management Letter

- 5 comments
 - 1 new
 - 4 repeat
 - 1 informational



Management Letter

- Stabilization Fund Transfers (p 1)
- Information Technology (p 2)
- Risk Assessment and Monitoring (p 3)
- Accounts Receivable – Parking Tickets (p 5)
- Accounts Receivable Credit Balances (p 6)
- Other Postemployment Benefits Accounting and Financial Reporting (p 7)





CliftonLarsonAllen LLP
131 Hartwell Avenue
Suite 300
Lexington, MA 02421
781-402-6300 | fax 781-402-6350
CLAconnect.com

April 25, 2017

Mr. John Townsend
Deputy Town Administrator/Finance Director
Town of Natick
13 East Central Street
Natick, Massachusetts 01760

Dear Mr. Townsend:

The purpose of this letter is to provide you a quote for the Town's financial audit and agreed-upon procedures services for the fiscal years ending June 30, 2017, 2018 and 2019.

Our all-inclusive fixed fees for these services are as follows:

Service	2017	2018	2019
Town Audit*	\$ 79,000	\$ 82,000	\$ 82,000
School Department End-of-Year Report Agreed Upon Procedures	6,000	6,000	6,000
Total	<u>\$ 85,000</u>	<u>\$ 88,000</u>	<u>\$ 88,000</u>

* Includes audit of Natick Contributory Retirement System and related Pension Plan Schedules

Please note that the prior year fees were as follows: Town Audit - \$76,000; School Department EOYR AUP - \$5,000.

The increase in fees is the result of inflation and implementation of new accounting standards issued by the Governmental Accounting Standards Board, the most significant of which must be implemented in 2018 related to the Net Other Post-Employment Benefits Obligation.

We will provide an annual engagement letter each year for each service identified above for the applicable pricing stated above.

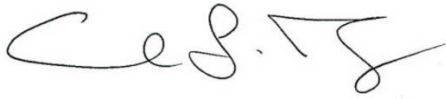
Please let me know if you have any questions and/or comments.

If you are in agreement with the contents of this letter, please sign in the space provided on the following page and forward to me (chris.rogers@claconnect.com) at your earliest convenience.

Thank you.

Sincerely,

CliftonLarsonAllen LLP

A handwritten signature in black ink, appearing to read "C.J. Rogers".

Christian J. Rogers, CPA
Principal
781-402-6314
Chris.Rogers@CLAconnect.com

Response:

This letter correctly sets forth the understanding of Town of Natick, Massachusetts.

Authorized signature: _____

Title: _____

Date: _____

Authorized signature (if 2nd signature necessary): _____

Title: _____

Date: _____



Town of Natick

Town Administrator's Office

TO: BOARD OF SELECTMEN
FROM: MARTHA WHITE, TOWN ADMINISTRATOR
SUBJECT: CONTRACT FOR AUDIT SERVICES
DATE: 5/10/2017
CC: JOHN TOWNSEND, DEPUTY T.A./FINANCE DIRECTOR

It is my understanding that the Audit Advisory Committee has recommended that we continue our relationship with auditors CliftonLarsonAllen LLP, although the committee did not recommend a specific term for a new contract.

In consultation with John Townsend, Deputy Town Administrator and Finance Director, we are recommending a 3-year contract with CLA for auditing services for FY 2017, FY 2018 and FY 2019. For reference CLA has been our auditor since FY 2014.

Prior to CLA, our auditors were Sullivan, Rogers & Company, LLC; their work for Natick began in FY 2007; Partner Chris Rogers was our primary contact person. Sullivan, Rogers was acquired by CLA sometime prior to FY 2014 and our lead contact with CLA continues to be Chris Rogers.

While I would normally be somewhat cautious about having the same (or related) firm for a long duration due to concerns about the auditors becoming too familiar with municipal staff and the potential for complacency to develop. In my dealings with CLA, and in discussions with Finance Department staff and others, such has clearly not been the case with these auditors. They continue to be extremely thorough in their evaluation of our financial management methods and procedures, and provide fair and honest criticism when warranted.

I recommend that the Selectmen approve the attached proposal from CliftonLarsonAllen LLP for three years of auditing services.

MEMORANDUM

To: Board of Selectmen

FROM: Jonathan Freedman
Chair, Audit Advisory Committee

DATE: May 10, 2017

SUBJECT: *Recommendation to Retain Independent Auditor*

This is to advise the Board of Selectmen (the “Board”) that at its meeting on April 20, 2017, a duly posted meeting at which a quorum was present, the Audit Advisory Committee (the “Committee”) unanimously voted to recommend to the Board that the Board extend the engagement or otherwise retain the services of CliftonLarsonAllen as the Town’s independent auditor.

The Committee’s recommendation was based on CliftonLarsonAllen’s past satisfactory services as the Town’s independent auditor as well as the desire to maintain consistency and stability of the Town’s independent auditor in anticipation of possible transitions within the Finance Department. As the Town’s independent auditor, with knowledge of the Town’s systems, processes, controls, and financial structure, CliftonLarsonAllen is also in a position to assist the Town in several strategic initiatives, including those related to a risk assessment system and Other Post-Employment Benefits.

Please do not hesitate to let me know if there are any questions regarding this recommendation.

Cc (via email): M. White
J. Townsend
Members of the Audit Advisory Committee

ITEM TITLE: Chair, Cochituate Rail Trail Advisory Committee
ITEM SUMMARY: a. Special Town Meeting #1, Article 4
b. Route 9 CRT Bridge & Interim Use Update

ATTACHMENTS:

Description	Upload Date	Type
Special TM1 Article 4 Memo-J. Ostroff	5/9/2017	Cover Memo
Special TM1 Article 4 Revised Motion-J. Ostroff	5/9/2017	Cover Memo
Article 4 Q & A	5/11/2017	Cover Memo
Rt. 9 Bridge Update Memo	5/11/2017	Cover Memo
CRT Accounting	5/11/2017	Cover Memo
Reliable Fence Quote	5/11/2017	Cover Memo
Natick Estimate	5/11/2017	Cover Memo
Railroad Bridge Reuse	5/11/2017	Cover Memo
Natick Sketches with Cut Sheets	5/11/2017	Cover Memo

MEMORANDUM

To: Natick Board of Selectmen
From: Josh Ostroff
Date: May 8, 2017
Re: Special TM #1, Article 4

Cc: Martha White, Town Administrator; Jamie Errickson, Director of Community and Economic Development; Bryan Le Blanc, Procurement Officer; Natick Town Counsel

For the Board's consideration, please see a modified motion for Special Town Meeting #1, Article 4 regarding naming rights for bridges on the Cochetuate Rail Trail.

The Finance Committee did not have a recommendation at the public hearing on May 1. Three issues were raised:

1. Some members wanted assurance that funds could be used to pay down the debt incurred in borrowing for the CSX acquisition.
 - While this use is fully permissible within the language of the article as drafted, it may be helpful to be explicit. Section 2 now states that revenue may be used for open space and park purposes, *"including acquisition, creation, preservation, improvements, debt, and maintenance of open space and/or parks."* Please see further discussion below.
2. Questions were raised about whether the revenue from this article, if enacted, would be available for Town Meeting appropriation.
 - Town Counsel has advised that by statute, revenue must be appropriated by Town Meeting, unless otherwise stated in the legislation.
3. Concerns were expressed about the approval process in Framingham, which cannot take action as a City until after next January 1.
 - I believe that Natick's interests are best served by initiating this legislation now, and allowing Framingham and its representatives to engage as they deem appropriate.

Several FinCom members spoke emphatically about the importance of using this revenue to pay down borrowing for the CSX acquisition. While I believe that is a priority, and a main goal of the article, I advise against putting that into the legislation for several reasons:

- A future Town Meeting should decide how revenue should be appropriated, with the advice of Town staff and other Town agencies, including the Finance Committee, at the time that the revenue is available or known to be available.

- There may be good reasons to apply future revenue to other purposes instead of paying down this debt: for example, a timely land acquisition opportunity, low interest rates, or other factors.
- It is likely that naming rights revenue would come in over a period of time, such that paying down the borrowing all at once would be infeasible.
- This legislation is not the only vehicle to pay down the borrowing used to acquire the CSX land.
- If enacted, this legislation will be in effect long after the borrowing obligation has been paid.
- Framingham is also a party to this legislation, and the Special Act should not be drafted to impose restrictions on Natick alone.

I ask for staff and Board support for this article with the additional language identified in Section 2.

Please note, however, that this is an article placed on the warrant by the Town Administrator, who reports to the Board; in addition, I am the Board's representative on the CRT Advisory Committee. Accordingly, I look to the Board for guidance on this article.

Thank you for your consideration.

Article 4
Home Rule Petition – Cochituate Rail Trail Bridge Sponsorships

Amended Positive Main Motion

Move to authorize the Board of Selectmen to petition the General Court to enact legislation in substantially the following form, provided that the General Court may reasonably vary the form and substance of the requested legislation within the scope of the general public objectives of this petition.

“AN ACT AUTHORIZING THE MUNICIPALITIES OF NATICK AND FRAMINGHAM TO NAME CERTAIN BRIDGES

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. Notwithstanding the provisions of Chapter 85 and Chapter 30B of the General Laws, or any other general or special law to the contrary, the municipalities of Natick and Framingham are authorized to offer, execute agreements for, and receive revenues from the sponsorship of bridges crossing state highways on or along the Cochituate Rail Trail.

SECTION 2. All revenues received from said sponsorships shall be used for open space and/or park purposes, [including acquisition, creation, preservation, improvements, debt, and maintenance of open space and/or parks.](#)

SECTION 3. All revenues received from said sponsorships of a bridge across Route 9 shall be exclusively for the town of Natick.

SECTION 4. All revenues received from said sponsorships for a bridge across Route 30 shall be evenly divided between the municipalities of Natick and Framingham.

SECTION 5. The form, material and size of signage to be installed within any state layout pursuant to this act are subject to the approval and regulations of the Massachusetts Department of Transportation.

SECTION 6. This act shall take effect upon its passage.”

Warrant Article Questionnaire
Citizen Petitions & Non Standard Town Agency Articles

Section III – Questions with Response Boxes – To Be Completed By Petition Sponsor

Article # STM#1 Article 4	Date Form Completed: 4/20/17
Article Title: Home Rule Petition – Cochituate Rail Trail Bridge Sponsorship	
Sponsor Name: Town Administrator	Email: jostroff@natickma.org

Question	Question
1	Provide the article motion exactly as it is intended to be voted on by the Finance Committee.
Response	Included in article on warrant, which was drafted in consultation with Town Counsel and the Town's Procurement Officer.
2	At a summary level and very clearly, what is proposed purpose and objective of this Warrant Article and the required Motion?
Response	This home rule petition seeks needed legislative authorization to effectively sell naming rights for new bridges to be constructed over state highways as part of the CRT, which will provide revenue to the Town and help offset the cost of the CSX acquisition and/or provide funding for future open space/parkland expenditures.
3	What does the sponsor gain from a positive action by Town Meeting on the motion?
Response	No financial gain. This is for the benefit of the Town.
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	<p>Legislation is needed to allow the Town to establish – potentially in collaboration with a non-profit such as the Friends of Natick Trails, as well as with Framingham – a naming rights program for one or both bridges to be built as part of the CRT. Absent this legislation or another mechanism that circumvents existing restrictions, we will not have that opportunity.</p> <p>Through those efforts the Town would realize revenue for defined goals such as open space acquisition. Legislation is necessary since the state has some jurisdiction; we would seek to establish a procurement process that allows the town to maximize revenue, working in concert with MassDOT to respect their standards and practices.</p> <p>The Committee is advised that sponsorships and naming rights is an emerging area of State policy, and the Town is proposing a novel approach to this issue following consultation with MassDOT. It may be amended in the legislature, or become part of other legislation since Natick is not the only entity that would benefit.</p> <p>Ultimately, the intention is for the Town to realize revenue to support the community's goals; the revenue would be accounted for, and appropriate with Town Meeting approval.</p>

Warrant Article Questionnaire

Citizen Petitions & Non Standard Town Agency Articles

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 article supports open space aspects of Natick's 2008 strategic plan, the most recent Open Space plan, and past actions of Town Meeting, by providing revenue for open space purposes. It would adapt state procurement law and certain laws relating to signage on state highways, in order to allow the Town to maximize value of certain assets. For example, a local procurement process may allow increased latitude for negotiation with a prospective sponsor. Finally, sponsorships and naming rights were recommended to the Town as part of the recommendations of the Revenue Enhancement Task Force.
6	Have you considered and assessed, qualified and quantified the various impacts to the community such as: <ul style="list-style-type: none"> • Town infrastructure (traffic, parking, etc.) • Neighbors (noise, traffic, etc.); • Environment and green issues (energy conservation, pollution, trash, encouraging walking and biking, etc.);
Response	This would not impact infrastructure or neighbors. It would support certain environmental and other goals by providing revenue. The Town would need to ensure that aesthetics and other community values are taken into consideration.
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 Friends of Natick Trails, as a likely partner in this process, have been consulted over the past year. Outreach to MassDOT on this matter began in 2016 and those discussions have informed this legislation. It is premature to engage with potential sponsors until we have a process in place.
8	What steps and communication has the sponsor attempted to assure that: <ul style="list-style-type: none"> • 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 Natick Board of Selectmen has been consulted on this issue on several occasions over the

Warrant Article Questionnaire
Citizen Petitions & Non Standard Town Agency Articles

	past year. The Framingham Board of Selectmen, Town Manager and Town Counsel have also been consulted. Because of the impending change in Framingham's form of government, a final agreement will not happen until after January 1, 2018.
9	Why is it required for the Town of Natick AND for the sponsor(s)?
Response	We cannot realize the benefits of sponsorships and naming rights without special legislation.
10	Since submitting the article petition have you identified issues that weren't initially considered in the development of the proposal?
Response	Framingham's new charter, but that does not delay the rationale for starting the lengthy legislative process.
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	Typically, adopt-a-highway programs on roadways. Many communities and school districts have naming rights agreements at athletic facilities, which do not involve state highway regulations. This is new territory for a municipality, although MassDOT and the MBTA continue to explore naming rights as a source of new revenue.
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	We will forgo the opportunity to maximize this potential new source of revenue at a time when it is needed.

MEMORANDUM

To: Natick Board of Selectmen
From: Josh Ostroff
Date: May 11, 2017
Re: CRT Route 9 Bridge update

Cc: Martha White, Town Administrator; Jeremy Marsette, DPW Director; Jamie Errickson, Director of Community and Economic Development

This will provide an update on the interim use status of the CRT and the Route 9 bridge.

Following a vote of the Board on January 30, the CRT is open for interim use subject to certain conditions. DPW is fabricating and installing advisory and mile marker signs, new and replacement security gates have been installed, and other short-term improvements are underway.

The Board also authorized an expenditure for engineering and repairs to the Route 9 bridge of up to \$22,500, such that the bridge would be safe to use for several years awaiting replacement. The recommendation of the Safety Committee and the CRT Advisory Committee was to open the bridge as a matter of public safety.

The Town received a bridge engineering report on March 15, and subsequently received quotes to perform the repairs. We then reached out to MassDOT for approvals.

The quote for materials and labor is \$35,000, which I had hoped to significantly offset with volunteer labor and donated materials. A number of volunteers are interested, however, because MassDOT is requiring the work to be done at night, volunteer work is not an option. In addition, the Friends of Natick Trails is not presently able to receive tax-deductible donations. The Town could receive a donation directly, and that remains an option, but it is not assured, and would need to come through the Town.

Leaving aside a potential for a donation, there are two alternatives: a total of \$50,000 for bridge repairs (that is, \$27,500 above the previously approved amount), or a total of \$15,090 for fencing to securely prevent access to the bridge (that is, \$7410 below the previously approved amount). Both alternatives include the engineering services for which \$9,590 has been expended.

If Town staff do this work, the cost will be less, but that is not assured.

	Interim Use	Closed
Engineering	\$ 9,590	\$ 9,590
Materials	\$15,000	\$ 5,500
Labor	\$20,000	
Police Details	\$ 5,000	.
Total	\$49,590	\$15,090

A cost accounting for the CRT is provided. The Town has funds to undertake the work to open the bridge. This would have the effect of increasing the requested appropriation of mitigation funds from about \$185,000 to about \$213,000. Funds will be available; mitigation funds not expended for design and interim use will likely be used to pay down the debt incurred for CSX acquisition.

I will be available to discuss this with the Board on May 15, and am always available to members prior to the meeting.

Thank you for your consideration.

Attachments:

- CRT accounting as of 4/17/17
- GPI engineering report
- Sketches of proposed repairs
- Labor/materials quote for interim repairs
- Materials quote for fencing (reference the quote of \$5492 for barrier fencing)

Cochituate Rail Trail expenditures and appropriations

4/17/17

A. Design and due diligence

Prior Appropriations		Year	comment
December 2006 STM	\$107,250.00	2006	Mall mitigation
Spring 2007 ATM	\$30,000.00	2007	Mall mitigation
Spring 2011 ATM	\$362,750.00	2011	Mall mitigation
Spring 2013 Spring TM	\$25,000.00	2013	Avalon Natick mitigation
Fall 2014 ATM	\$300,000.00	2014	Mall mitigation (\$100,000); 40R incentive (\$200,000)
2016 Special Town Meeting #2	\$50,000.00	2016	MathWorks mitigation
Total	\$875,000.00		
Suggested appropriations	\$185,872.78		
2017 Spring +/- Fall Town Meeting	\$185,872.78	2017	Mitigation/other sources; final design, construction oversight and contingency
Expenditures to date			
Events and misc	\$681.98	2008	
Title research	\$7,245.50	2008	
Security	\$3,587.05	2008	
Appraisal #1-4	\$28,100.00	2009-2016	
Environmental	\$50,860.57	2009; 2016	
Conceptual design (FST)	\$30,000.00	2011	
Transit analysis (Bronner Group)	\$45,480.00	2012	Combined transit/trail analysis
Surveys/wetlands (BETA)	\$86,000.00	2013	
25% Design; Route 30 bridge (BETA)	\$245,025.68	2014	
Final design - expended (BETA)	\$118,402.00	2015-17	Through March 2017
<i>Route 9 Bridge Design (BETA/MassDOT)</i>	<i>\$202,000.00</i>	<i>2016-2017</i>	<i>Note: Funded by MassDOT</i>
Town + MassDOT expenditures to date	\$817,382.78		
Town expenditures to date	\$615,382.78		
Pending expenditures			
Route 9 bridge interim access	\$22,500.00	2017	engineering and materials; estimated
Additional gates	\$13,200.00	2017	estimated
Camp Arrowhead security	\$2,200.00	2017	temporary fence
BETA Final design - pending	\$342,800.00	2017-18	includes Route 30 25%/final design; additional submissions; M&B survey
BETA Construction oversight	\$44,790.00	2018-19	
Proposed contingency	\$20,000.00	2017-19	revised contingency
Total pending	\$445,490.00		
Total expenditures	\$1,262,872.78		
Total Town expenditures	\$1,060,872.78		
B. Acquisition costs and funding sources			
Saxonville Acquisition	\$6,071,000.00	2016	Purchase pursuant to railbanking
Wonderbread Acquisition	\$0.00	2016	Taking; no acquisition cost
Easements	\$0.00	2017-18	Temporary and permanent easements
Total ROW	\$6,071,000.00		
FAR Bonus Stabilization Fund	\$3,100,000.00	2016	2016 Special TM #2 Article 3
Borrowing	\$2,960,000.00	2016	2016 Special TM #2 Article 3
Gifts	\$11,000.00	2016	Received by BOS
Total ROW	\$6,071,000.00		
11 Mechanic Street	\$375,000.00	2007	Acquired with Conservation Fund 2007; General Fund a/o 2015
Total of all land acquisition	\$6,446,000.00		
C. Construction (MassDOT #607732)			
Federal Funds	\$7,816,690.00		2018-2022 TIP; pending May 25 MPO approval
State Funds	\$1,954,173.00		2018-2022 TIP; pending May 25 MPO approval
Total	\$9,770,863.00	FFY 2018	
Project total	\$17,479,735.78		

PROPOSAL

Reliable FENCE METROWEST

231 POND STREET • ROUTE 126 • ASHLAND, MA 01721
(508) 877-1200 • (508) 881-2550 • (800) 982-6858

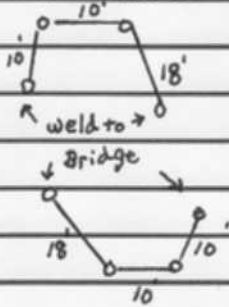
www.reliablefences.com

PROPOSAL SUBMITTED TO Natick Public Works	PHONE Tom 508 647-6562	DATE 1/30/17
STREET 75 West St	JOB NAME Rail Road Bridge end of Bacon St	
CITY, STATE AND ZIP CODE Natick 01760	JOB DESCRIPTION	
Tom Hladick	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

FURNISH and INSTALL 76' of 8' high All Galvanized chain

LINK AS SHOWN



76' Installed

For # 5452.00

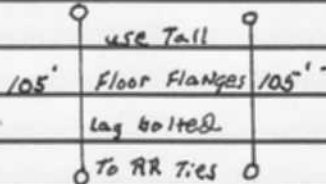
All Galvanized Material

2" x 9ga Wire

3" END & CORNER POSTS

2 1/2" LINE POSTS

1 5/8" TOP RAIL



210' Installed

For # 7926.00

We propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:

No Sales tax Figured

dollars (\$)

Terms and Conditions:

The customer is responsible for complying with local zoning by-laws, obtaining any required permits, establishing property lines, determining exact fence location, facing the fence, choosing fence height and style. The customer is responsible for clearing all obstructions, including brush from the centerline 18" on either side of the proposed fence. Reliable is not responsible for damage to shrubs, flowers, or trees. Reliable is not responsible for damage to underground structures, i.e. sprinkler lines, pipes, wires, etc. The customer must contact and receive clearance from DigSafe (888-344-7233). The customer is to provide an active water supply and a live electrical power outlet. This quotation/agreement is subject to conditions beyond our control and does not include costs arising in extraordinary conditions; for example, striking ledge which may require the cementing of posts or the use of a compressor for drilling and pinning posts. Reliable will complete all work in a manner in accordance with current fence industry standards. Checking and warping is natural in wood products and should be expected. Any alteration or deviation from specifications outlined on the proposal/agreement will be executed only upon written orders, and will become an extra charge over and above the estimate. This would include costs for material or labor, including extra trips to the site.

Payment to be made as follows:

Payment Policy:

Check/Cash in the form of a 50% deposit will indicate your acceptance of the contract. The balance will be paid to the crew upon completion of the work. Cancellation within 3 days after acceptance is subject to a 15% cancellation fee. No cancellation is possible after 7 days. A finance charge will be added to all delinquent accounts and will be computed at a periodic rate of 1 1/2% per month (18% annually). All material will remain the property of Reliable Fence Metrowest until all invoices are paid in full. Right of access and removal is granted to Reliable Fence Metrowest in the event of non-payment under the terms of this contract. The customer agrees to pay all costs and expenses which may be incurred in the collection of any amount due hereunder including, without limitation, all reasonable attorney's fees.

Authorized Signature

Ray Pelletier

Note: This proposal may be withdrawn by us if not accepted within

30

days

Acceptance Of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature **X**

Signature

Date of Acceptance **X**

PROJECT: NATICK: RT9/RAILROAD PED OVERPASSSHEET: 1 OF: 4JOB NO: MAK 2017009CALC. BY: MS DATE: 3/27/17DESCRIPTION: ESTIMATECHECK BY: KEA DATE: 3-28-17

LUMBER QUANTITIES:

- PT 2"x8"x16'

STRINGERS: $8 \times 110' / 16' = 55$

BLOCKING: $110' / 7.5' \times (8.75 - 6 \times \frac{15}{12}) = 8$

- PT 5/4"x6"x10'

DECK: $110' / [5.5" + \frac{1}{4}" \text{ GAP} / 12] = 230$

- PT 4"x4"x10'

POSTS: $\frac{110 \times 2}{7.5} = 30$

PT 2"x6"x16'

CAP: $\frac{110 \times 2}{16} = 14$

PT 2"x4"x16'

RAILS: $\frac{110 \times 2 \times 3}{16} = 42$

PT 2"x4"x8'

RAILS: $30 \times (4' + 1.58' + 1.58' + 0.625' + 0.625') / 8 = 32$

PROJECT: NATICK: RT 9 / RAILROAD PED OVERPASSSHEET: 2OF: 4JOB NO: MAX 2017 006CALC. BY: MSDATE: 3/27/17DESCRIPTION: ESTIMATECHECK BY: KEADATE: 3-28-17

HARDWARE QUANTITIES:

- SIMPSON HLS3 HEAVY ANGLE

$$30 \text{ posts} \times 4/\text{post} = \underline{120}$$

- SIMPSON HI HURRICANE TIES

$$55 \text{ STRINGERS} \times 3/\text{STRINGER} = \underline{165}$$

- SIMPSON DTT2Z DECK TENSION TIES

$$30 \text{ POSTS} \times 2/\text{post} = \underline{60}$$

- 2 1/2" DECK SCREWS

$$230 \text{ BOARDS} \times 16/\text{BOARD} \times 1/16/73 \text{ SCREWS} = \underline{50165}$$

- 16d FRAMING NAILS

Say \$300

- 1/2" x 6" BOLTS/NUTS/WASHERS FOR POSTS

$$30 \times 2 = \underline{60}$$

- 1/2" x 3" LAG BOLTS FOR ANGLES

$$120 \times 2 = \underline{240}$$

1/2" x 2 1/2" BOLTS/NUTS/WASHERS FOR ANGLES & DECK TIES

$$30 \text{ POSTS} \times 7/\text{post} = \underline{210}$$

PROJECT: NATILL: KTS/RAILROAD PED OVERPASS

SHEET: 3

OF: 4

JOB NO: MAX 2017005

CALC. BY: MS

DATE: 3/27/17

DESCRIPTION: ESTIMATE

CHECK BY: KEA

DATE: 3-28-17

1							
2	<u>Cost Breakdown</u>						
3							
4	<u>LUMBER (PRESSURE TREATED)</u>						
5							
6	<u>SIZE</u>	<u>DESCRIPTION</u>	<u>Qty</u>	<u>UNIT COST</u>	<u>TOTAL</u>		
7	2x8x16'	JOISTS	55	21.70	1,193		
8	" "	BLOCKING	8	21.70	173		
9	5/4x6x10'	DECK	230	11.22	2,580		
10	4x4x10'	POST	30	17.35	520		
11	2x6x16'	CAP	14	19.37	272		
12	2x4x16'	RAILS	42	14.86	624		
13	2x4x8'	RAILERS	32	6.09	195		
14					5557		
15					Add 10% 556	(FOR WASTE)	✓
16					SUBTOTAL	6200	
17	<u>HARDWARE</u>						
18							
19	<u>DESCRIPTION</u>	<u>Qty.</u>	<u>UNIT COST</u>	<u>TOTAL</u>			
20	HL53 ANGLE	120	22.00	2640			
21	H1 HURRICANE TIE	165	1.50	248			
22	DTT2 DECK TIE	60	8.00	480			
23	2 1/2" DECK SCREW	50 lbs	3.00	150			
24	16d NAILS	—	—	300			
25	1/2" x 6" Bolts/NUT/WASH	60	1.80	108			
26	1/2" x 3" LAGS	240	1.20	288			
27	1/2" x 2 1/2" Bolts/NUT/WASH	210	0.80	168			
28							
29					SUBTOTAL	\$4400	
30							
31	CHAIN LINK FENCE	1200 SF @	\$1.00/SF =	\$1200			
32							
33							

PROJECT: WATER: RT 9 / RAILROAD PED OVERPASSSHEET: 4OF: 4JOB NO: MAX 2017019CALC. BY: MSDATE: 3/27/17DESCRIPTION: ESTIMATECHECK BY: LEADATE: 3-28-17

1							
2	TOTAL FOR MATERIAL :						
3							
4		LUMBER:	\$6200.				
5		HARDWARE	4400.				
6		FENCE:	1200.				
7			<u>\$11,800</u>				
8		MARKUP :	2,950	(25% FOR CONTRACTOR MARKUP &			
9				MISC. MATERIALS)			
10							
11		TOTAL MATERIAL EST : \$14,750					
12			SAY : <u>\$15,000</u>				
13							
14							
15							
16		ESTIMATED 200 TOTAL WORKER HOURS @ \$100/hr = <u>20,000</u>					
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TOWN OF NATICK – BRIDGE N-03-014 (BQE) OVER ROUTE 9
BRIDGE REUSE JUSTIFICATION

REF: MAX-2017009.00

DATE: March 15, 2017

INTRODUCTION

Greenman-Pedersen, Inc. (GPI) has evaluated the bridge to determine if it is suitable to continue supporting the existing bridge superstructure with new timber framing and deck to accommodate proposed pedestrian loading. The proposed bridge modification would have a service life of approximately 3 years, at which time it is anticipated a new bridge would be constructed as part of a rail trail project. Our evaluation is based on site observations of the existing conditions and a load comparison.

Site Evaluation:

The existing bridge is a two (simple) span steel through girder structure consisting of two steel riveted built up girders which support transverse floorbeams and longitudinal stringers. The steel is in fair condition with the majority exhibiting minor to moderate rust. Minor section losses to the girders were observed at the bottom of the web and web stiffeners. There is evidence that the steel was originally painted, but the coating system has now well surpassed its useful life. Collision damage was noted at the east girder and bracing, although the damage does not appear to be recent nor detrimental to the bridge capacity. No evidence of negative camber was noted in the site evaluation. The bridge is an open deck structure consisting of railroad ties (spaced at 18”) supported by the longitudinal stringers and stabilized by a timber curbs. Most railroad ties are in fair condition, although in some locations the ties and curb are damaged or missing, resulting in a maximum spacing of approximately 4’-0”. A loose utility wire was found on the bridge, attached to an adjacent pole. This line should be relocated or secured and protected prior to any work on the bridge.

The bridge substructure consists of granite block abutments and a steel pier bent supported by a concrete base. The abutments appear to be in satisfactory condition with no evidence of differential settlement or deterioration. The steel pier bent consists of two columns each consisting of two channels riveted to an I-beam and steel lacing. The columns are connected with steel diagonal bracing. The channels, lacing, and diagonal bracing are in fair condition with moderate rust. The I-beams are in poor condition with major section losses (up to 100%) in the web. The columns exhibit no signs of bending or buckling. It should be noted that future collision damage to the pier may result in a catastrophic failure. Once the future rail trail is constructed removal of this bridge should be considered.

Representative pictures of the bridge are shown below:

TOWN OF NATICK – BRIDGE N-03-014 (BQE) OVER ROUTE 9
BRIDGE REUSE JUSTIFICATION



Typical Topside of Bridge Deck



Typical Railroad Ties

TOWN OF NATICK – BRIDGE N-03-014 (BQE) OVER ROUTE 9
BRIDGE REUSE JUSTIFICATION



Missing Railroad Ties/Damaged Curb



East Elevation of Bridge

TOWN OF NATICK – BRIDGE N-03-014 (BQE) OVER ROUTE 9
BRIDGE REUSE JUSTIFICATION



South Abutment and Pier



Underside of Bridge

TOWN OF NATICK – BRIDGE N-03-014 (BQE) OVER ROUTE 9
BRIDGE REUSE JUSTIFICATION



Collision Damage to East Girder and Diagonal Bracing



Utility Line on Bridge

TOWN OF NATICK – BRIDGE N-03-014 (BQE) OVER ROUTE 9
BRIDGE REUSE JUSTIFICATION



Typical Section Loss to Pier Column

Load Comparison:

The proposed superstructure live loads to the substructure are significantly lower than the assumed original loading, as demonstrated by the enclosed calculations. The entire existing superstructure will be reused for the proposed condition, and therefore, dead loads have been neglected in the load comparison. Additional dead load from the new timber deck and framing would add approximately 10 pounds per square foot, or 11 k, which is only a small proportional increase compared to the self-weight of the existing bridge. The engine loading is unknown, so we assumed a Cooper E-40 loading for comparison.

The analysis used a proposed live load of 90 psf, which is equal to the load prescribed by the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges. 90 psf represents the approximate load that would occur should the bridge be completely full of people. In service the pedestrian loading would be much lower since this is a recreational path, not an area where people would gather or use for a daily commute. Using the 90 psf loading it was determined that the proposed loading (dead and live combined) is less than 18% of the historic loading, assumed to be Cooper E-40.

Conclusion:

The existing bridge is suitable for reuse to support the existing bridge superstructure, proposed timber framing and deck, and pedestrian bridge loading.

Over all the existing bridge is in fair condition and does not justify a large reduction in capacity. There are areas of rust and section loss, most notably to the pier columns, but the proposed

TOWN OF NATICK – BRIDGE N-03-014 (BQE) OVER ROUTE 9
BRIDGE REUSE JUSTIFICATION

additional loading compared with the existing dead loading is not consequential. Although some of the railroad ties that make up the deck are missing or damaged, the proposed timber framing would create a redundant structure that the remaining ties are capable of supporting. The anticipated use of the proposed timber deck and framing on the existing bridge is three years. If the use of the bridge is longer than that time, the condition of the bridge should be reevaluated. Based on our load comparison, the existing bridge has experienced greater load than is proposed and is suitable for reuse in the existing condition.

CALCULATIONS

PROJECT: Natick RR BRIDGE over RT9SHEET: 1 OF: 2JOB NO: MAX 2017009.00CALC. BY: MS DATE: 3/10/17DESCRIPTION: LOAD COMPARISONCHECK BY: KEA DATE: 3-13-17

1

2

Density of wood = 50 pcf

3

Deck width = 10.66 ft

4

5

2x6 (Nom) Deck: $1\frac{1}{2} \text{ ft} \times 50 \text{ pcf} = 6.25 \text{ pcf}$

6

7

(8) 2x8 (Nom) joists: $8 \times \frac{1.5}{12} \text{ ft} \times \frac{7.25}{12} \text{ ft} \times 50 \text{ pcf} = 2.83 \text{ pcf}$
10.66 ft

8

9

8' Chain Link fence: $2 \times 8' \times 0.71 \text{ pcf} = 1.07 \text{ pcf}$
10.66 ft

10

11

12

13

14

Total = $6.25 + 2.83 + 1.07 = 10.15 \text{ pcf}$

15

16

2x6 Deck width = 8.75'

17

BRIDGE SPAN = 110'

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

TOTAL ADDITIONAL DEAD LOAD = $(6.25 \times 8.75 + 2.83 \times 10.66 + 1.07 \times 10.66) \times 110'$
= 10.6 K

PROJECT: NATICK RR BRIDGE OVER RT 9
JOB NO: MAX 2017009.00
DESCRIPTION: LOAD COMPARISON

SHEET: 2 OF: 2
CALC. BY: MS DATE: 3/10/17
CHECK BY: KEA DATE: 3-13-17

COOPER E-40 LOADING ✓

- USE RATIO OF COOPER E-80 \leq SPAN LENGTH / TRAIN LENGTH

COOPER E-80 - total LOAD = 1136 K

TRAIN LENGTH = 109 FT

SPAN LENGTH = 110 FT

COOPER E-40 DESIGN LOAD = $1136 \times \frac{40}{80} \times \frac{109}{110} = 562 \text{ K}$

PROPOSED PEDESTRIAN DECK WIDTH = 8.75'

PEDESTRIAN LOAD = 90 PSF

PEDESTRIAN DESIGN LOAD = $90 \times 8.75 \times 110 = 87 \text{ K}$

ADDITIONAL DEAD LOAD = 10.6 K

TOTAL ADDITIONAL LOAD \approx 98 K

CONCLUSION: The proposed loading is \approx 17% of the historic loading to the BRIDGE

- For four tracks, full live load on two tracks, one-half on one track, and one-quarter on the remaining one.
- For more than four tracks, as specified by the Engineer.
- The selection of the tracks for these loads shall be such as will produce the greatest live load stress in the member.

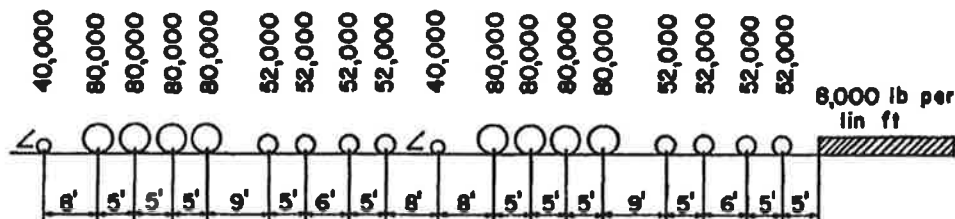


Figure 15-1-2. Cooper E 80 Load

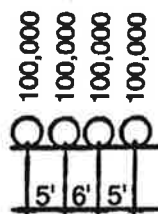


Figure 15-1-3. Alternate Live Load on 4 Axles

1.3.4 DISTRIBUTION OF LIVE LOAD (1993)¹ R(2008)

1.3.4.1 Open Deck Structures

- Timber bridge ties shall be designed in accordance with the requirements of Chapter 7, Timber Structures, based on the assumption that the maximum wheel load on each rail is distributed equally to all ties or fractions thereof within a length of 4 feet, but not to exceed 3 ties, and is applied without impact.
- For the design of beams or girders, the live load shall be considered as a series of loads as shown in Figure 15-1-2 or Figure 15-1-3. No longitudinal distribution of such loads shall be assumed.
- Where two or more longitudinal beams per rail are properly diaphragmed, in accordance with Article 1.11.4, and symmetrically spaced under the rail, they shall be considered as equally loaded.

¹ See Part 9 Commentary

1. ROUTE 9 SHALL BE PROTECTED AT ALL TIMES FROM FALLING DEBRIS TOOLS AND CONSTRUCTION MATERIALS. SHIELDING MAY CONSIST OF GEOTEXTILE FABRIC TO REMAIN IN PLACE ATTACHED TO TOP SURFACE OF RAILROAD TIES, OR OTHER TEMPORARY SHIELDING PLACED BELOW BRIDGE SECURED TO THE BRIDGE WITH CLAMPS.
2. REMOVE EXISTING JERSEY BARRIERS AT ENDS OF BRIDGE PRIOR TO START OF WORK.
3. ANY SHIELDING PLACED BELOW THE BRIDGE DECK SHALL NOT REDUCE EXISTING VERTICAL CLEARANCE AND SHALL BE REMOVED UPON COMPLETION OF CONSTRUCTION.
4. ALL WORK SHALL BE IN CONFORMANCE WITH OSHA REQUIREMENTS, INCLUDING FALL PROTECTION REQUIREMENTS.
5. ALL LUMBER SHALL BE PRESSURE TREATED SOUTHERN PINE NO. 2 OR BETTER.
6. ALL MEMBER SIZES SHOWN ARE NOMINAL.
7. ALL HARDWARE AND FASTENERS SHALL BE GALVANIZED, STAINLESS STEEL, OR EPOXY COATED.
8. NO CONCENTRATED LOADS GREATER THAN 500 POUNDS SHALL BE PLACED ON THE BRIDGE DECK AT ANY TIME. THIS INCLUDES LUMBER STOCK PILES.
9. NO VEHICLES ARE PERMITTED ON THE BRIDGE AT ANY TIME.
10. CHAIN LINK FENCE SHALL BE GALVANIZED, POLYMER COATED, OR OTHERWISE RUST RESISTANT.
11. LOOSE UTILITY LINE ON EAST BRIDGE CURB SHALL BE RELOCATED OR OTHERWISE SECURED AND PROTECTED PRIOR TO DECK CONSTRUCTION.
12. PATH SURFACE AT BRIDGE APPROACH BEYOND EXISTING BOLLARDS SHALL BE LEVELED AND FILLED IN BETWEEN RAILROAD TIES.
13. JOISTS CAN SPAN A MAXIMUM OF 6'-0" UNSUPPORTED BY EXISTING RAILROAD TIES IN SOUND CONDITION. IF A LONGER SPAN IS REQUIRED CONTACT ENGINEER OF RECORD FOR REQUIRED FRAMING REVISIONS.
14. AN APPROVED EQUAL MAY BE SUBSTITUTED FOR SIMPSON STRONGTIE HARDWARE.

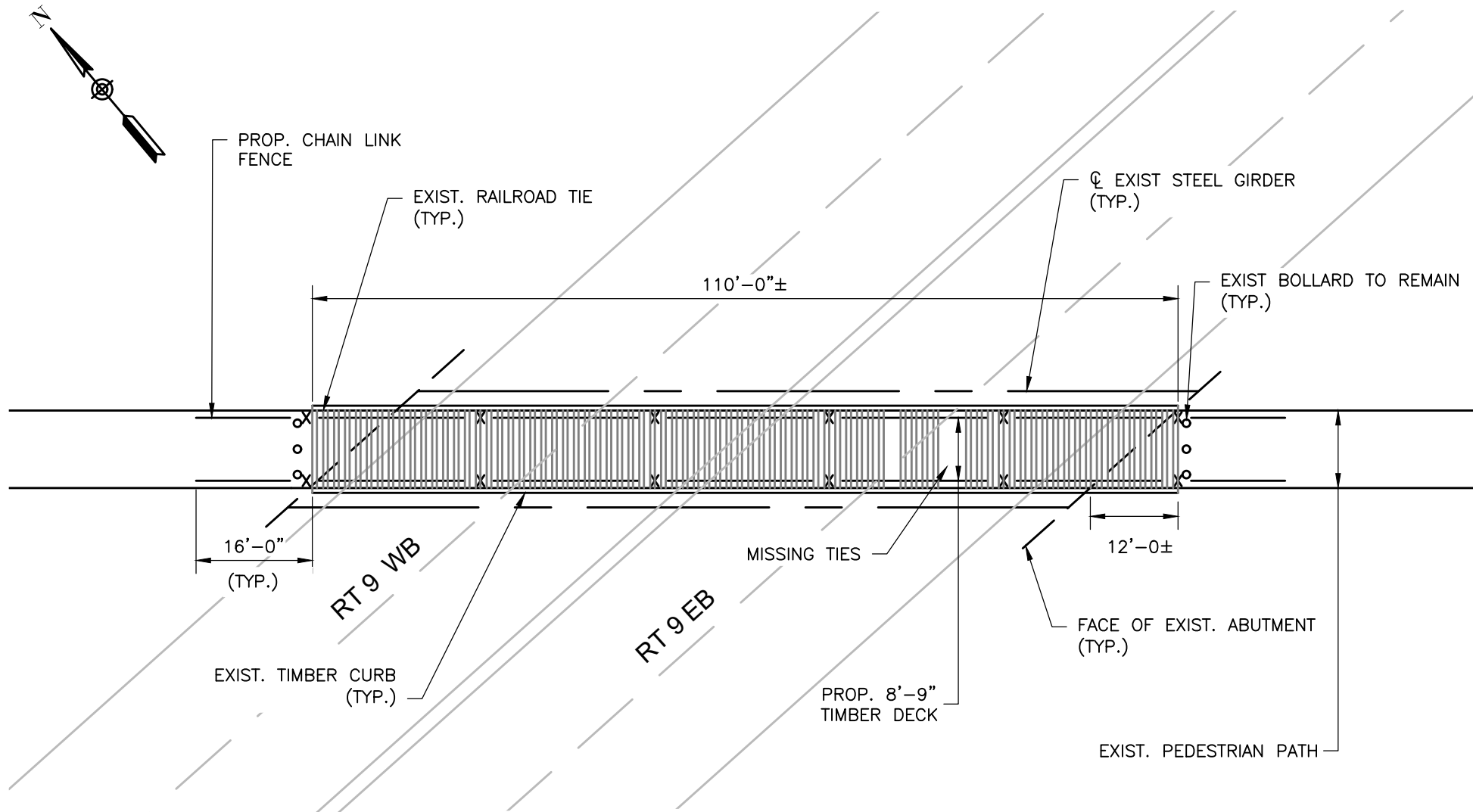
GENERAL NOTES

BRIDGE N-03-014 (BQE)
PEDESTRIAN OVERPASS
OVER ST. ROUTE 9
NATICK, MASSACHUSETTS
MARCH 2017

Greenman-Pedersen, Inc.

GPI

181 Ballardvale Street, Suite 202, Wilmington, Ma 01887

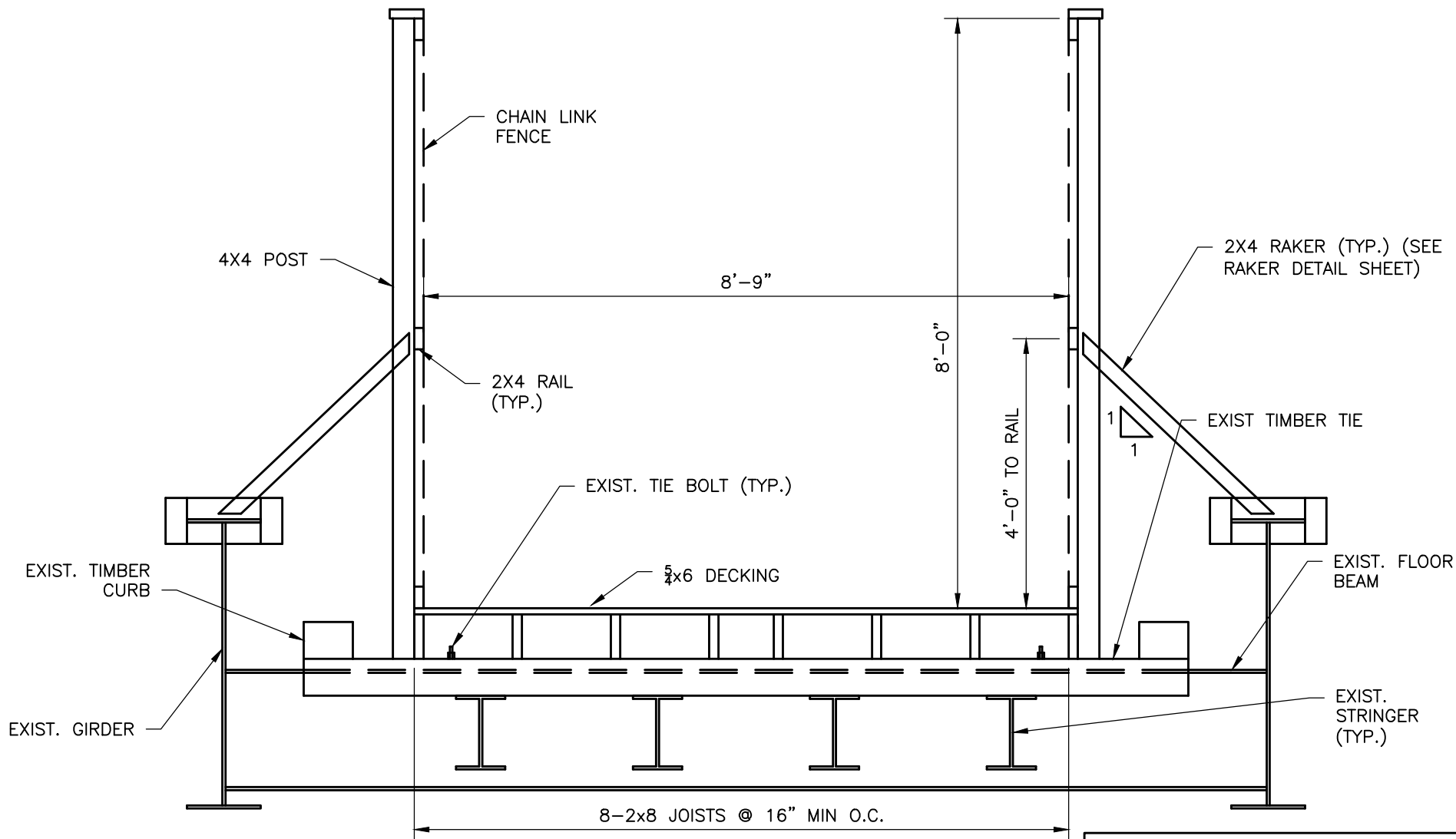


BRIDGE N-03-014 (BQE)
PEDESTRIAN OVERPASS
OVER ST. ROUTE 9
NATICK, MASSACHUSETTS
MARCH 2017

Greenman-Pedersen, Inc.

GPI

181 Ballardvale Street, Suite 202, Wilmington, Ma 01887



TYPICAL SECTION

SCALE: $\frac{1}{2}" = 1' - 0"$

NOTES:

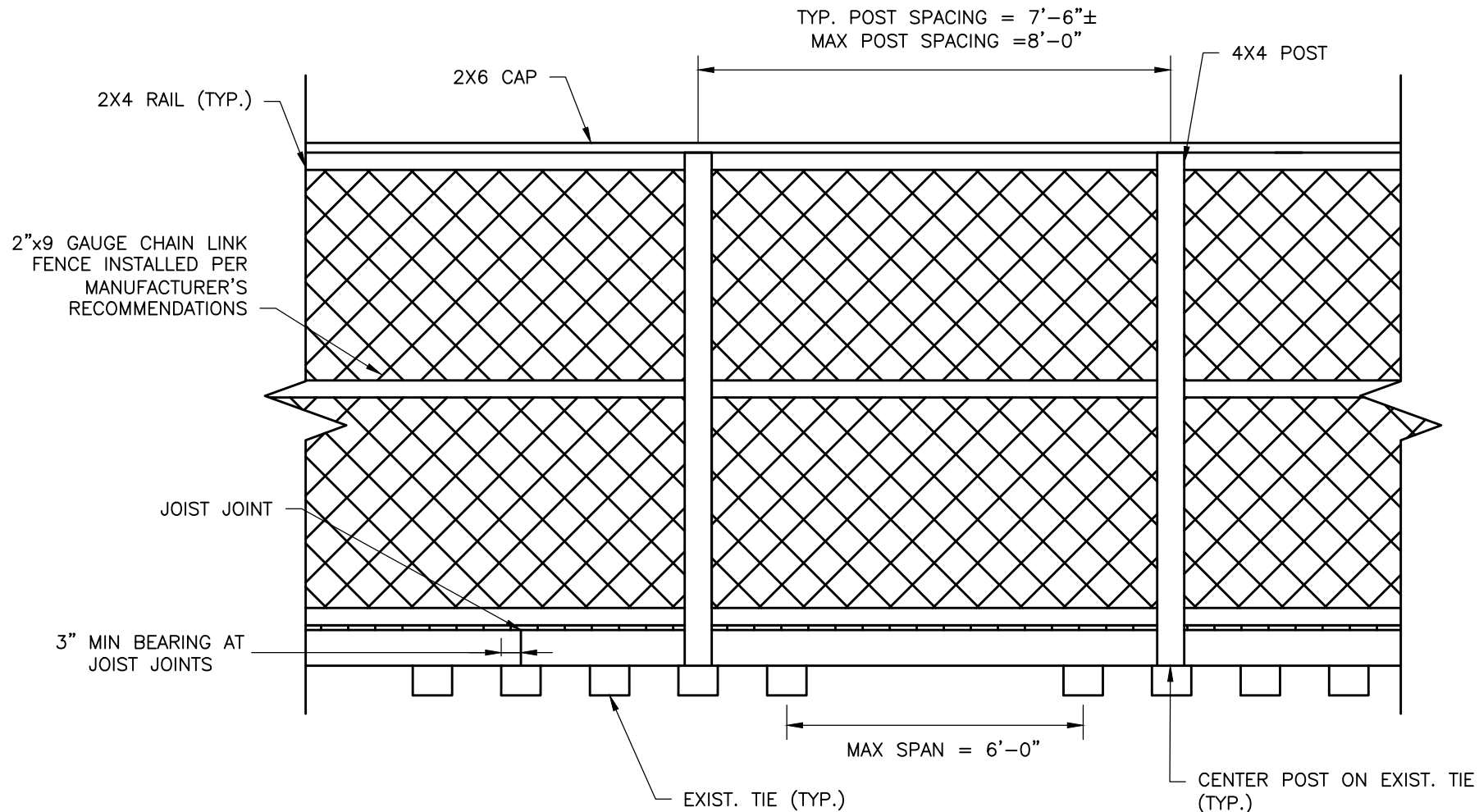
1. ATTACH JOISTS TO EXISTING TIES USING ONE 2½" 16d TOE NAIL EACH SIDE. USE SIMPSON H1 HURRICANE TIE OR EQUAL ON ALL JOISTS AT 8-0" MAX SPACING (INSTALL TO EITHER FACE OF TIE) AND AT ENDS. SEE RAILING CONNECTION DETAIL SHEET.
2. BUTT JOINTS IN ADJACENT JOISTS SHALL BE STAGGERED A MINIMUM OF 3'-0"

BRIDGE N-03-014 (BQE)
PEDESTRIAN OVERPASS
OVER ST. ROUTE 9
NATICK, MASSACHUSETTS
MARCH 2017

Greenman-Pedersen, Inc.

GPI

181 Ballardvale Street, Suite 202, Wilmington, Ma 01887



PARTIAL ELEVATION OF FENCE

SCALE: $\frac{3}{8}$ " = 1'-0"

NOTES:

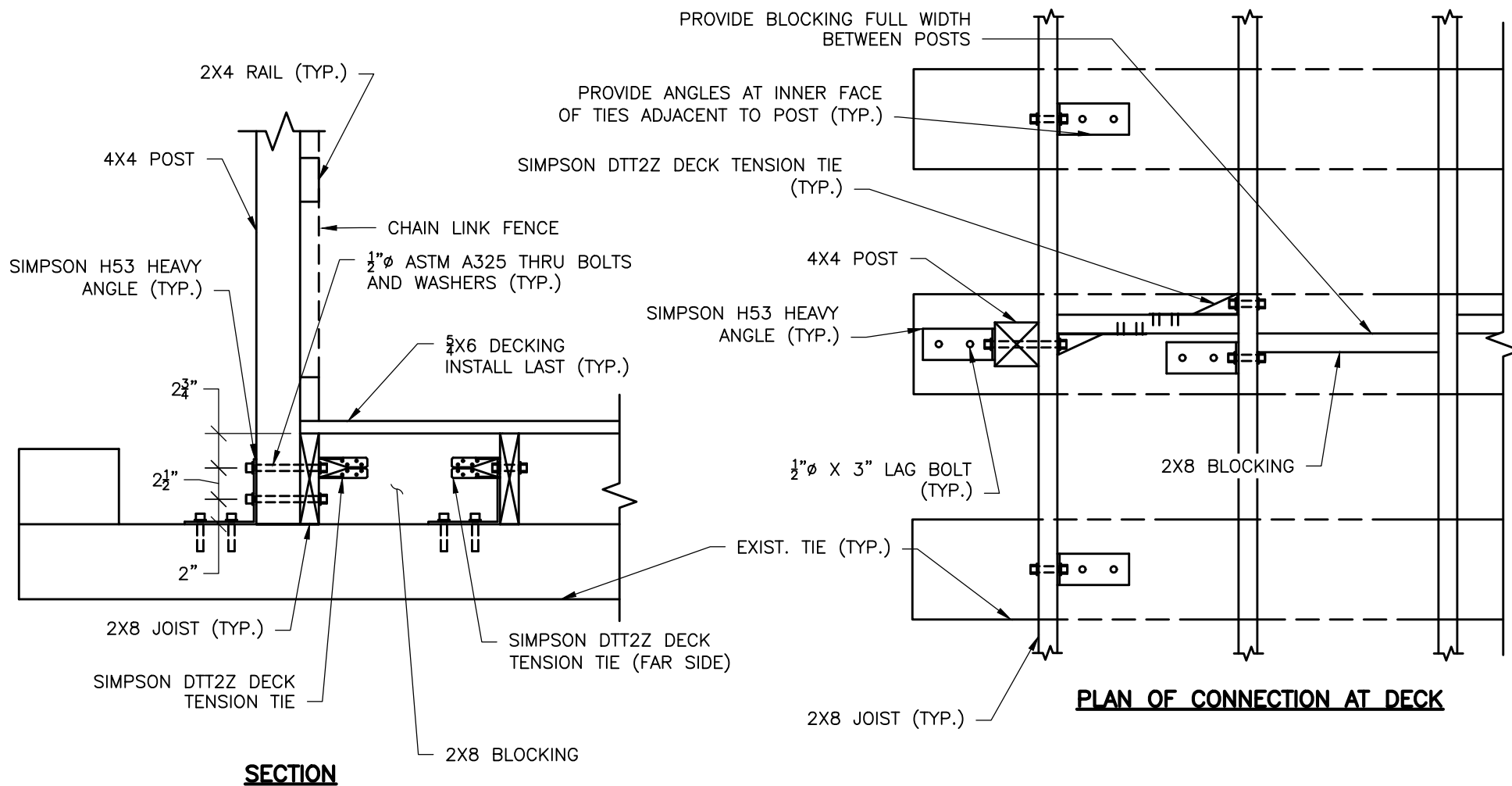
1. CHAIN LINK FENCE SHALL EXTEND CONTINUOUS BEYOND BRIDGE 16'-0"± AT ALL FOUR CORNERS. TWO STEEL FENCE POSTS SHALL BE INSTALLED IN THE EXISTING GROUND AT EACH CORNER CONSISTENT WITH MANUFACTURE'S RECOMMENDATIONS.
2. MODIFY AS REQUIRED IF EXISTING BOLLARDS INTERFERE. STAGGER JOIST JOINTS SO MINIMUM OF TWO JOISTS ARE BETWEEN JOINTS AT ANY TIE.

BRIDGE N-03-014 (BQE)
PEDESTRIAN OVERPASS
OVER ST. ROUTE 9
NATICK, MASSACHUSETTS
MARCH 2017

Greenman-Pedersen, Inc.

GPI

181 Ballardvale Street, Suite 202, Wilmington, Ma 01887



RAILING CONNECTION DETAILS

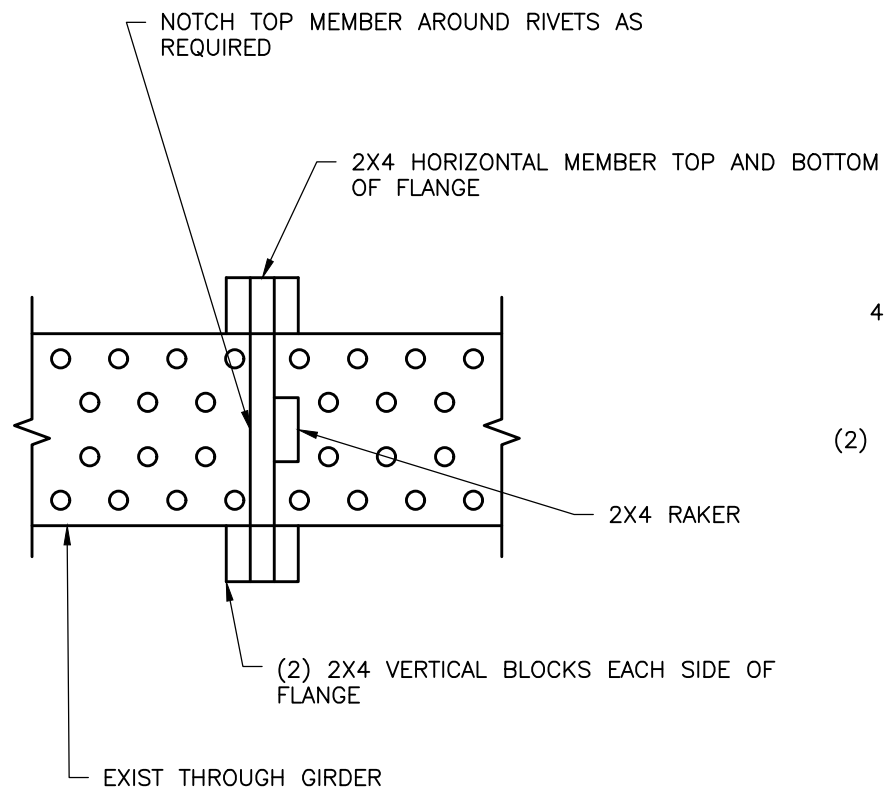
SCALE: 1"=1'-0"

BRIDGE N-03-014 (BQE)
PEDESTRIAN OVERPASS
OVER ST. ROUTE 9
NATICK, MASSACHUSETTS
MARCH 2017

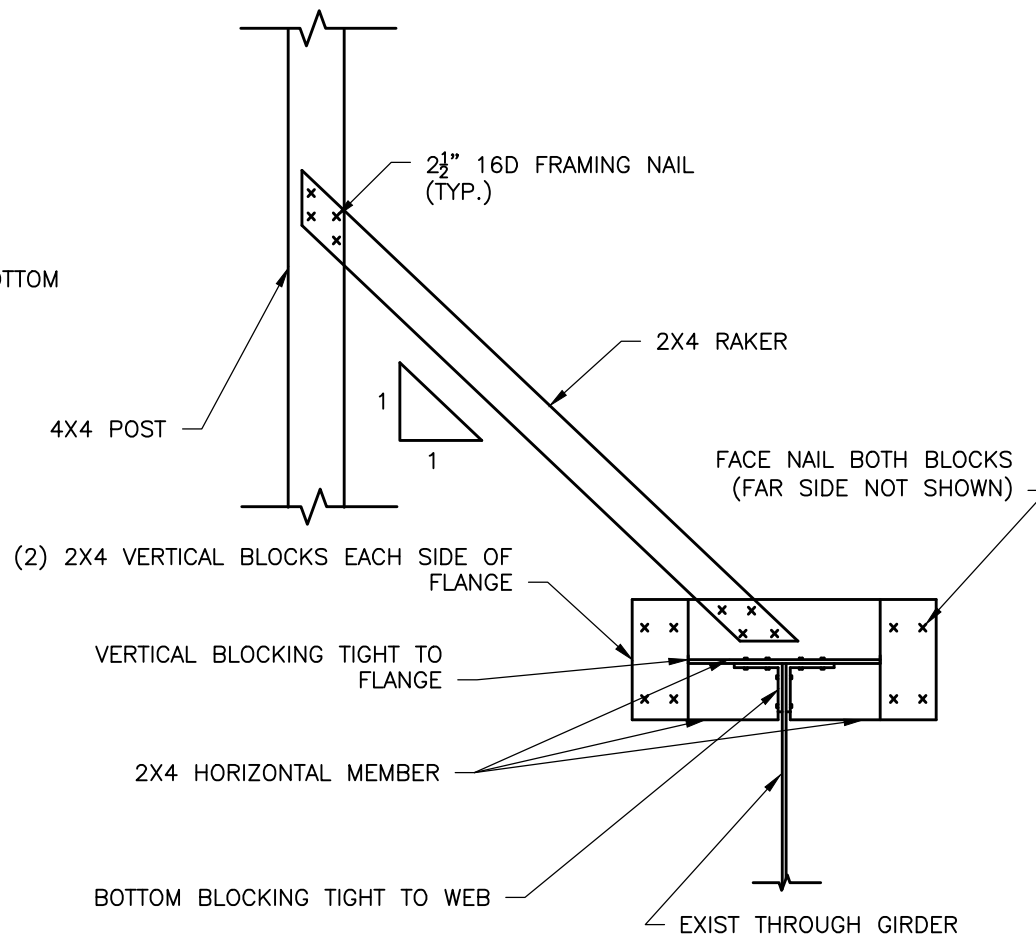
Greenman-Pedersen, Inc.

GPI

181 Ballardvale Street, Suite 202, Wilmington, Ma 01887



PLAN



SECTION

RAKER DETAILS

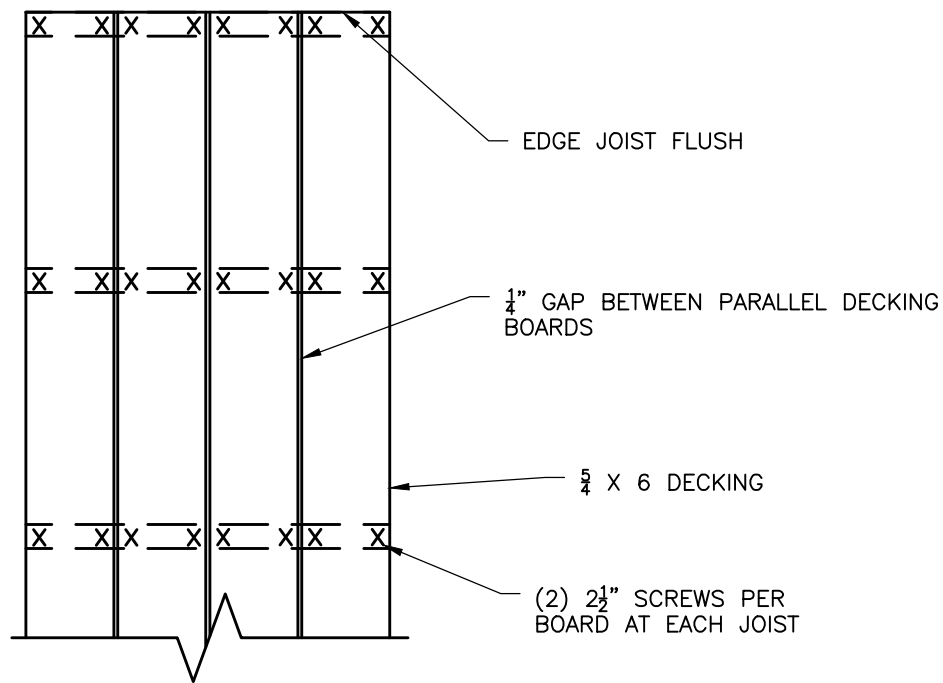
SCALE: 1"=1'-0"

BRIDGE N-03-014 (BQE)
PEDESTRIAN OVERPASS
OVER ST. ROUTE 9
NATICK, MASSACHUSETTS
MARCH 2017

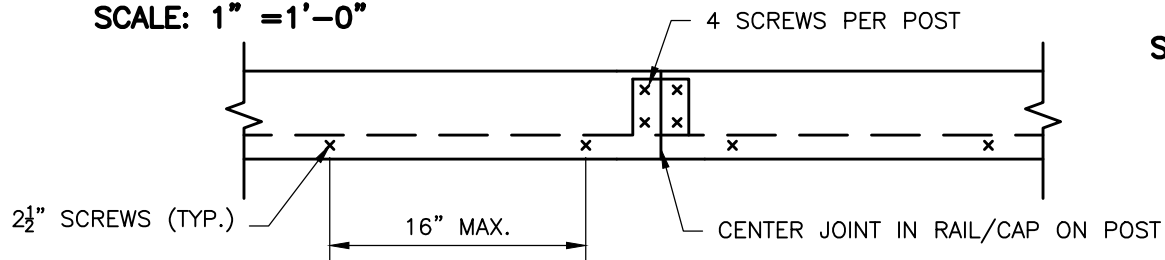
Greenman-Pedersen, Inc.

GPI

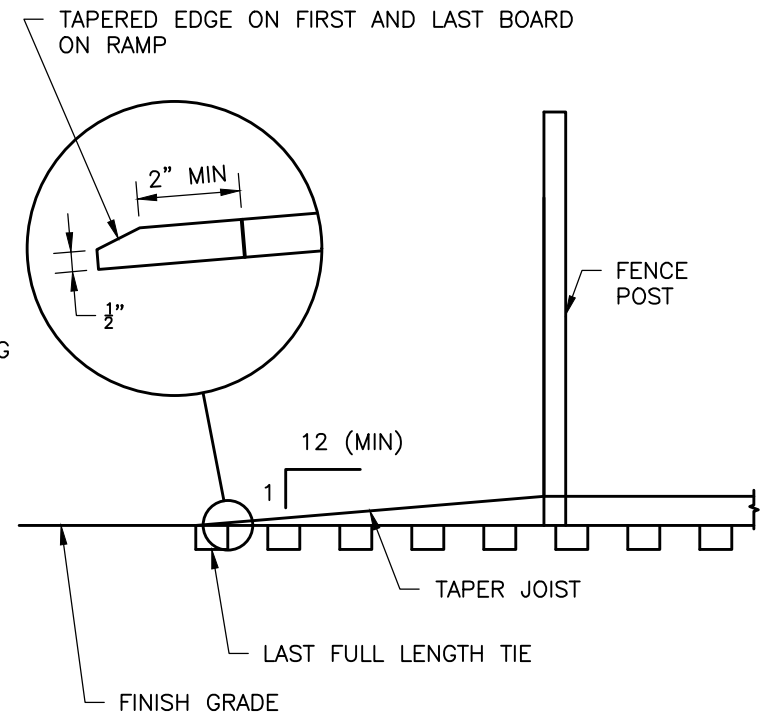
181 Ballardvale Street, Suite 202, Wilmington, Ma 01887



DECKING
SCALE: 1" = 1'-0"



PLAN AT TOP OF FENCE
SCALE: 1" = 1'-0"



END RAMP
SCALE: $\frac{1}{4}$ " = 1'-0"

NOTES:

1. DECKING BOARDS TO EXTEND TO EDGE OF DECK ON BOTH SIDES. BUTT JOINTS NOT PERMITTED.
2. FENCE AND RAILS NOT SHOWN FOR CLARITY

MISCELLANEOUS DETAILS

BRIDGE N-03-014 (BQE)
PEDESTRIAN OVERPASS
OVER ST. ROUTE 9
NATICK, MASSACHUSETTS
MARCH 2017

Greenman-Pedersen, Inc.

GPI

181 Ballardvale Street, Suite 202, Wilmington, Ma 01887

DTT tension ties are safe, cost-effective connectors designed to meet or exceed code requirements for deck construction. These versatile DTT connectors are also load rated as a holdown for light-duty shearwalls and braced wall panel applications.

For new construction or to make an existing current deck code-compliant, the DTT1Z can be used as a tension-tie to satisfy the 2015 IRC provision for a 750 lbs. lateral load connection to the house at four locations per deck. This new code detail permits the lateral connection from the deck joists to be made to top plates, studs, or headers within the supporting structure, which eliminates the need to access the floor joists inside the home.

The new DTT1Z fastens to the narrow or wide face of a single 2x with Simpson Strong-Tie® Strong-Drive® SD Connector screws or nails and accepts a ½" machine bolt, anchor bolt, or lag screw (washer required) or can be installed with the new Strong-Drive SDWH Timber-Hex HDG screw with an integral washer. The DTT2 fastens easily to the wide face of a single or double 2x using Simpson Strong-Tie Strong-Drive SDS Heavy-Duty Connector screws (included) and accepts a ½" machine bolt or anchor bolt.

The DTT2 can be used to satisfy the IRC provision for a 1,500 lbs. lateral load connection at two locations per deck. Additionally, the DTT2 has been tested and evaluated in deck guardrail post applications to resist the code-specified lateral forces at the top of railing assemblies. The DTT2 is also available with longer 2½" Strong-Drive SDS Heavy-Duty Connector screws (model DTT2Z-SDS2.5) to achieve higher loads when needed.

MATERIAL: 14 gauge

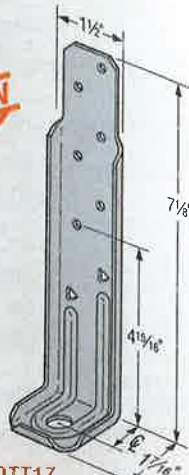
FINISH: DTT1Z/DTT2Z—ZMAX® coating;

DTT2SS—Stainless steel; see Corrosion Information, pages 13-15.

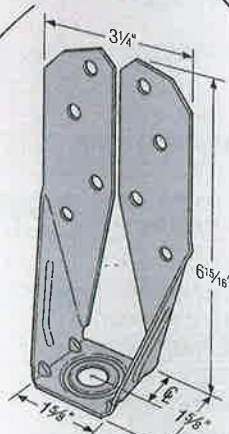
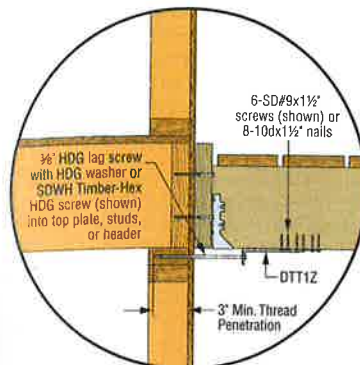
INSTALLATION:

- Use all specified fasteners. See General Notes.
- A standard cut washer (included) must be installed between the nut and the seat.
- Simpson Strong-Tie Strong-Drive SDS Heavy-Duty Connector screws install best with a low speed high torque drill with a ¾" hex head driver.
- Strong-Drive SD Connector screws install with a ¼" hex head driver.
- Strong-Drive SDWH Timber-Hex HDG screws install with a ½" hex head driver.

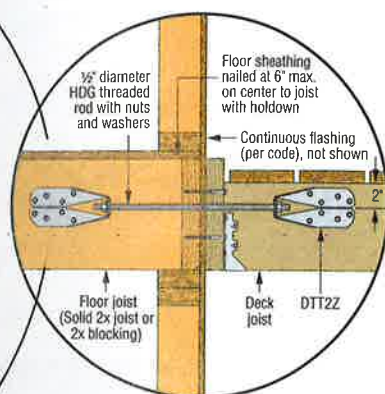
CODES: See page 12 for Code Reference Key Chart.

NEW**DTT1Z**

U.S. Patent Pending

**DTT2Z****Typical DTT1Z Deck-to-House Lateral Load Connection**

For more information on lateral load connections, see technical bulletin T-DECKLATLOAD

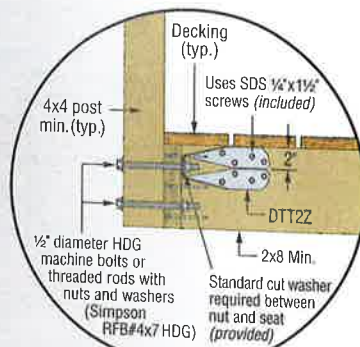
**Typical DTT2Z Deck-to-House Lateral Load Connection**

For more information on lateral load connections, see technical bulletin T-DECKLATLOAD

These products are available with additional corrosion protection. Additional products on this page may also be available with this option, check with Simpson Strong-Tie for details.

Model No.	C	Anchor Dia.	Fasteners	Minimum Wood Member Thickness	Allowable Tension Loads		Code Ref.
					DF/SP	SPF/HF	
DTT1Z	¾"	¾" or SDWH ³	6-SD #9x1½"	1½"	840	840	160
			6-10d x 1½"		910	640*	
			8-10d x 1½"		910	850;	
DTT2Z/DTT2SS	1 3/16"	½"	8-¼"x1½" SDS	1½"	1825	1800	I6, L8, F5
				3"	2145	1835	
DTT2Z-SDS2.5	1 3/16"	½"	8-¼"x2½" SDS	3"	2145	2105	

1. Allowable loads have been increased 60% for wind or earthquake loading with no further increase allowed.
2. DTT1Z installations with allowable loads below 750 lbs. do not satisfy the 2015 IRC requirements for deck-to-house lateral load connections.
3. The Strong-Drive® SDWH Timber-Hex HDG screw with a minimum of 3" of thread penetration into dry lumber has an allowable withdrawal load (160) of 1380 lbs. into SP, 1225 lbs. into DF and 1020 lbs. into SPF/HF.
4. Load values are valid if the product is flush with the end of the framing member or installed away from the end.
5. The guardrail post illustration above addresses an outward force on the guardrail. An additional DTT2Z can be added at the lower bolt to address an inward force.
6. A ¾" HDG round washer is required when using a lag screw.

**DTT2Z Installed as a Lateral Connector for a Deck Guardrail Post**

For more information on guardrail post connections, see technical bulletin T-GRDRLPST

Z Clips

Z clips secure 2x4 flat blocking between joists or trusses to support sheathing.

MATERIAL: See table **FINISH:** Galvanized

INSTALLATION: • Use all specified fasteners; see General Notes.

• Z clips do not provide lateral stability. Do not walk on stiffeners or apply load until diaphragm is installed and nailed to stiffeners.

CODES: See page 12 for Code Reference Key Chart.

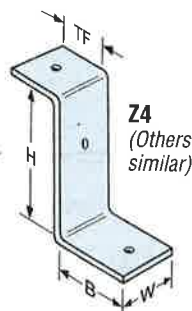
Model No.	Ga	Dimensions				Fasteners ¹ (Total)	Allowable Download (100)	Code Ref.
		W	H	B	TF			
Z2	20	2 1/2	1 1/2	1 1/2	1 1/2	4-10dx1 1/2	470	L18
Z4	12	1 1/2	3 1/2	2 1/2	1 1/4	2-16d	465	I14, L18, F13
Z28	28	2 1/2	1 1/2	1 1/2	1 1/2	10dx1 1/2	—	170
Z38	28	2 1/2	2 1/2	1 1/2	1 1/2	10dx1 1/2	—	
Z44	12	2 1/2	3 1/2	2	1 1/4	4-16d	865	I14, L18, F13

1. Z28 and Z38 do not have nail holes. Fastener quantity and type shall be per Designer.

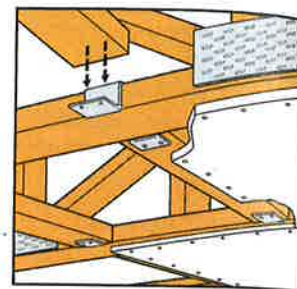
2. Allowable loads may not be increased.

3. Z4 loads apply with a nail into the top and a nail into the seat.

4. **NAILS:** 16d = 0.162" dia. x 3 1/2" long, 10dx1 1/2 = 0.148" dia. x 1 1/2" long. See page 22-23 for other nail sizes and information.



Z4
(Others similar)



Typical Z2 Installation

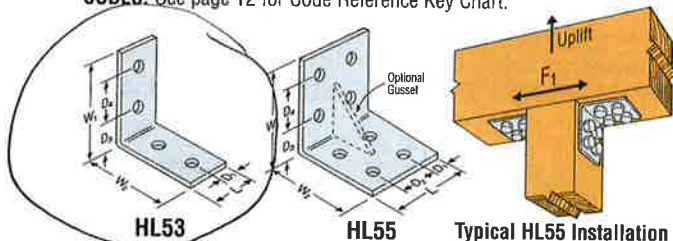
HL Heavy Angles and Gussets

Versatile angle gussets and heavy angles promote standardization and construction economy, and are compatible with Simpson Strong-Tie® structural hardware.

FINISH: 7 ga Models—Galvanized; 3 ga Models—Simpson Strong-Tie® gray paint. May be ordered HDG. Contact Simpson Strong-Tie®.

OPTIONS: Gussets may be added to HL models when L ≥ 5" (specify G after model number, as in HL46G).

CODES: See page 12 for Code Reference Key Chart.



These products are available with additional corrosion protection. Additional products on this page may also be available with this option, check with Simpson Strong-Tie for details.

Model No.	Ga	Dimensions						Bolts (Total)	Allowable Loads	Code Ref.
		W ₁ & W ₂	L	D ₁	D ₂	D ₃	D ₄	Qty	Uplift F ₁	
HL33	7	3 1/4	2 1/2	1 1/4	—	—	—	2 1/2	910	1580
HL35	7	3 1/4	5	1 1/4	2 1/2	—	—	4 1/2	910	1580
HL37	7	3 1/4	7 1/2	1 1/4	2 1/2	—	—	6 1/2	910	1580
HL53	7	5 1/4	2 1/2	1 1/4	—	—	—	2 2 1/2	910	1580
HL55	7	5 1/4	5	1 1/4	2 1/2	—	—	8 1/2	910	1580
HL57	7	5 1/4	7 1/2	1 1/4	2 1/2	—	—	12 1/2	910	1580
HL43	3	4 1/4	3	1 1/2	—	2 1/4	—	2 3/4	1555	1580
HL46	3	4 1/4	6	1 1/2	3	2 1/4	—	4 3/4	1555	2025
HL49	3	4 1/4	9	1 1/2	3	2 1/4	—	6 3/4	1555	2025
HL73	3	7 1/4	3	1 1/2	—	2 1/4	3	4 3/4	1555	2025
HL76	3	7 1/4	6	1 1/2	3	2 1/4	3	8 3/4	2115	3800
HL79	3	7 1/4	9	1 1/2	3	2 1/4	3	12 3/4	2115	3800

- Allowable loads have been increased 60% for wind or earthquake loading with no further increase allowed; reduce where other loads govern.
- Use 0.85 times table load for Hem Fir.
- Parts should be centered on the face of the member to which they are attached.
- Wood members for the '3' and '5' series must have a minimum width and thickness of 3 1/2" for table loads to apply.
- Wood members for the '4' and '7' series must have a minimum width and thickness of 5 1/4" for table loads to apply.
- Parts must be used in pairs.
- Lag bolts of equal diameter (minimum 5" long) may be substituted for machine bolts into beam with no reduction in load.

L/LS/GA Reinforcing and Skewable Angles

L—Staggered nail pattern reduces the possibility for splitting. LS—Field-adjustable 0° to 135° angles. The GA Gusset Angles' embossed bend section provides added strength.

MATERIAL: L—16 gauge; GA and LS—18 gauge

FINISH: Galvanized. Some products available in stainless steel or ZMAX® coating; see Corrosion Information, pages 13-15.

INSTALLATION: • Use all specified fasteners; see General Notes.

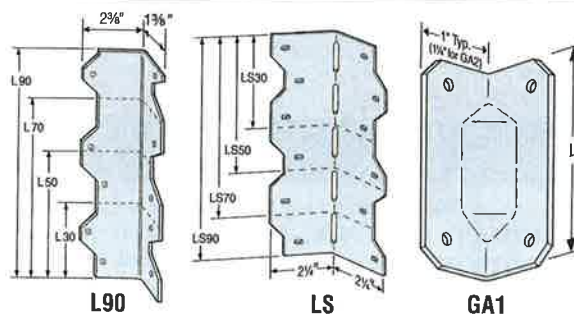
• LS—field skewable; bend one time only.

• Joist must be constrained against rotation (for example, with solid blocking) when using a single LS per connection.

• Nail the L angle's wider leg into the joist to ensure table loads and allow correct nailing.

CODES: See page 12 for Code Reference Key Chart.

These products are available with additional corrosion protection. Additional products on this page may also be available with this option, check with Simpson Strong-Tie for details.



L90

LS

GA1

Model No.	Fasteners	DI/SP Allowable Loads				SPF/HF Allowable Loads				Code Ref.
		Floor (100)	Snow (115)	Roof (125)	Wind/Seismic (160)	Floor (100)	Snow (115)	Roof (125)	Wind/Seismic (160)	
GA1	4-10dx1 1/2	235	270	290	330	200	230	250	285	IP1, L5, L18, F13
GA2	6-10dx1 1/2	355	405	435	550	305	350	375	475	
L30	4-10dx1 1/2	245	250	250	250	210	215	215	215	
L50	6-10dx1 1/2	365	415	445	555	315	355	385	475	IP1, L5, F13
L70	8-10dx1 1/2	485	550	595	740	415	475	510	635	
L90	10-10dx1 1/2	610	690	740	925	525	595	635	795	
LS30	6-10dx1 1/2	325	325	325	325	280	280	280	280	
LS50	8-10dx1 1/2	475	540	565	565	410	465	485	485	
LS70	10-10dx1 1/2	595	640	640	640	510	550	550	550	IP1, L5, L18, F13
LS90	12-10dx1 1/2	715	810	845	845	615	695	725	725	
	12-10d	715	810	875	1040	615	695	755	895	

1. L angles—loads are for condition F₁ or F₂; LS angles—loads are for condition F₁ only.

2. GA1 and GA2 angles table loads are F₁—loads for F₂ are 235 lbs. and 355 lbs. (100) and 290 lbs. and 435 lbs. (125), respectively.

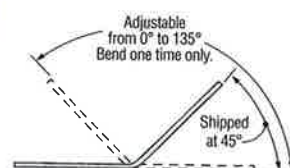
3. Roof loads are 125% of floor loads unless limited by other criteria.

4. Connectors are required on both sides to achieve F₂ loads in both directions.

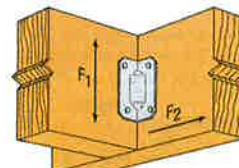
5. GA angles may be installed with 10d nails.

6. **NAILS:** 10d = 0.148" dia. x 3" long, 10dx1 1/2 = 0.148" dia. x 1 1/2" long. See page 22-23 for other nail sizes and information.

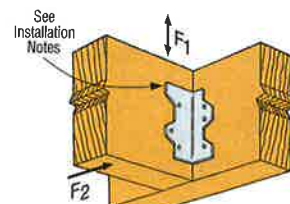
These products are approved for installation with the Strong-Drive® SD Connector screw. See page 27 for more information.



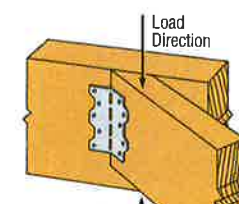
LS Top View



Typical GA Installation



Typical L50 Installation



Typical S70 Installation

H/TSP Seismic & Hurricane Ties

Simpson Strong-Tie® hurricane ties provide a positive connection between truss/rafter and the wall of the structure to resist wind and seismic forces. New additions to the line provide even more options.

- H10AR – The heavy-duty design of the H10A available with a 2" wide throat to accommodate rough lumber
- H10A-2 – The H10A design with a 3" throat for double 2x members
- H2ASS, H2.5ASS and H10ASS – Popular ties now available in stainless steel.

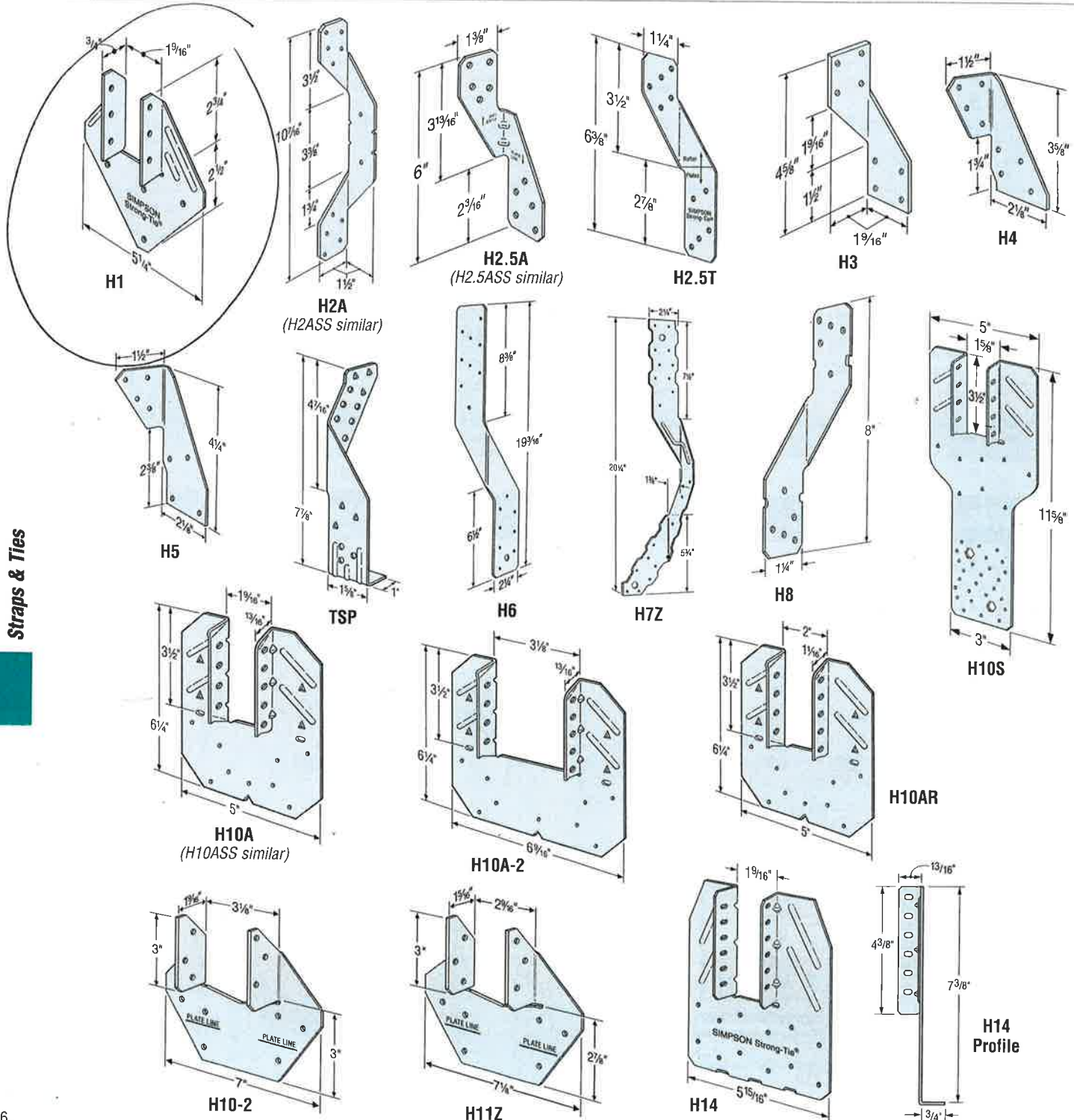
MATERIAL: See table.

FINISH: Galvanized. H7Z and H11Z—ZMAX® coating. Some models available in stainless steel or ZMAX; see Corrosion Information, pages 13-15 or visit www.strongtie.com.

INSTALLATION: • Use all specified fasteners. See General Notes.

- H1 can be installed with flanges facing inward (*reverse of H1 installation drawing; number 1*).
- H2.5T, H3, H4, H5 and H6 ties are shipped in equal quantities of right and left versions (*right versions shown*).
- Hurricane ties do not replace solid blocking.
- When installing ties on plated trusses (*on the side opposite the truss plate*) do not fasten through the truss plate from behind. This can force the truss plate off of the truss and compromise truss performance.
- H10A optional nailing to connect shear blocking, use 8d nails. Slots allow maximum field bending up to a pitch of 6:12; use H10A sloped loads for field bent installation.

CODES: See page 12 for Code Reference Key Chart.



Straps & Ties

H/TSP Seismic & Hurricane Ties

SIMPSON
Strong-Tie

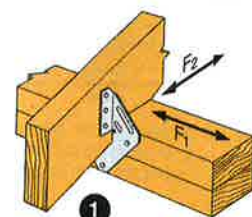
These products are available with additional corrosion protection. Additional products on this page may also be available with this option, check with Simpson Strong-Tie for details.

These products are approved for installation with the Strong-Drive® SD Connector screw. See page 27 for more information.

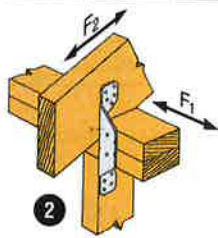
Model No.	Ga	Fasteners			DF/SP Allowable Loads			Uplift with 8dx1½ Nails (160)	SPF/HF Allowable Loads			Uplift with 8dx1½ Nails (160)	Code Ref.
		To Rafters/Truss	To Plates	To Studs	Uplift (160)	F ₁	F ₂		Uplift (160)	F ₁	F ₂		
H1	18	6-8dx1½	4-8d	—	585	485	165	455	400	415	140	370	I17, L5, L6, F16
H2A	18	5-8dx1½	2-8dx1½	5-8dx1½	575	130	55	—	495	130	55	—	IP1, L18, F25
H2ASS	18	5-SS8D	2-SS8D	5-SS8D	400	130	55	400	345	130	55	345	170
H2.5A	18	5-8d	5-8d	—	600	110	110	575	535	110	110	495	I17, L5, L6, F16
H2.5ASS	18	5-SS8d	5-SS8d	—	440	75	70	365	380	75	70	310	170
H2.5T	18	5-8d	5-8d	—	545	135	145	425	545	135	145	425	IP1, L18, F25
H3	18	4-8d	4-8d	—	455	125	160	415	320	105	140	290	I17, L6, F16
H4	20	4-8d	4-8d	—	360	165	160	360	235	140	135	235	I17, L5, L6, F16
H5	18	4-8d	4-8d	—	455	115	200	455	265	100	170	265	I17, L5, L6, F16
H6	16	—	8-8d	8-8d	950	—	—	—	820	—	—	—	I17, F16
H7Z	16	4-8d	2-8dx1½	8-8d	985	400	—	—	845	345	—	—	I17, F16
H8	18	5-10dx1½	5-10dx1½	—	745	75	—	630	565	75	—	510	L5, L10, L18, F26
H10A Sloped	18	9-10dx1½	9-10dx1½	—	855	590	285	—	760	505	285	—	I17, L5, L18, F25
H10A	18	9-10dx1½	9-10dx1½	—	1140*	590	285	—	1015	505	285	—	I17, L5, L18, F25
H10ASS	18	9-SSN10	9-SSN10	—	970	565	170	—	835	485	170	—	170
H10AR	18	9-10dx1½	9-10dx1½	—	1050	490	285	—	905	420	285	—	170
H10S ^{9,10}	18	8-8dx1½	8-8dx1½ ¹⁰	8-8d	1010	660	215	550	870	570	185	475	IP1, L18, F25
H10A-2	18	9-10dx1½	9-10dx1½	—	1245	815	260	—	1070	700	225	—	L18, F25
H10-2	18	6-10d	6-10d	—	760	455	395	—	655	390	340	—	I17, L6, F16
H11Z	18	6-16dx2½	6-16dx2½	—	830	525	760	—	715	450	655	—	170
H14	18	1 12-8dx1½	13-8d	—	1350*	515	265	—	1050	480	245	—	IP1, L18, F25
		2 12-8dx1½	15-8d	—	1350*	515	265	—	1050	480	245	—	IP1, L18, F25
TSP	16	9-10dx1½	6-10dx1½	—	740	310	190	—	635	265	160	—	F26
		9-10dx1½	6-10d	—	890	310	190	—	765	265	160	—	F26

1. Loads have been increased for wind or earthquake loading with no further increase allowed; reduce where other loads govern.
2. Allowable loads are for one anchor. A minimum rafter thickness of 2½" must be used when framing anchors are used on each side of the joint and on the same side of the plate (exception: connectors installed such that nails on opposite side don't interfere).
3. Allowable DF/SP uplift load for stud to bottom plate installation (see detail 15) is 390 lbs. (H2.5A); 265 lbs. (H2.5ASS); 360 lbs. (H4) and 310 lbs. (H8). For SPF/HF values multiply these values by 0.86.
4. Allowable loads in the F₁ direction are not intended to replace diaphragm boundary members or cross grain bending of the truss or rafter members.
5. When cross-grain bending or cross-grain tension cannot be avoided in the members, mechanical reinforcement to resist such forces may be considered.
6. Hurricane Ties are shown on the outside of the wall for clarity and assume a minimum overhang of 3½". Installation on the inside of the wall is acceptable (see General Instructions for the Installer notes u on page 17). For uplift

- Continuous Load Path, connections in the same area (i.e. truss to plate connector and plate to stud connector) must be on the same side of the wall. See T-HIECONPATH for more information.
- Southern Pine allowable uplift loads for H10A = 1340 lbs. and for the H14 = 1465 lbs.
- Refer to Simpson Strong-Tie® technical bulletin T-HIEBEARING for allowable bearing enhancement loads.
- H10S can have the stud offset a maximum of 1" from rafter (center to center) for a reduced uplift of 890 lbs. (DF/SP) and 765 lbs. (SPF).
- H10S nails to plates are optional for uplift but required for lateral loads.
- Some load values for the stainless-steel connectors shown here are lower than those for the carbon-steel versions. Ongoing test programs have shown this to also be the case with other stainless-steel connectors in the product line that are installed with nails. Visit www.strongtie.com/corrosion for updated information.
- NAILS: 16dx2½ = 0.162" dia. x 2½" long, 10d = 0.148" dia. x 3" long, 10dx1½ = 0.148" dia. x 1½" long, 8d = 0.131" dia. x 2½" long, 8dx1½ = 0.131" dia. x 1½" long. See page 22-23 for other nail sizes and information.
- SCREWS: Strong-Drive® SD #9x1½" (model SD9112) = 0.131" dia. x 1½" long (for the models marked with the orange flag only). Full table loads apply.



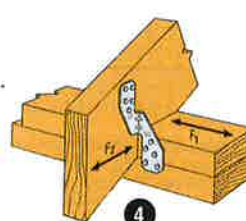
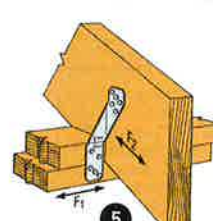
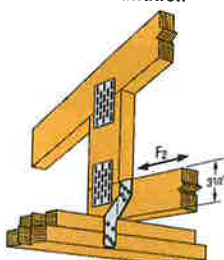
H1 Installation



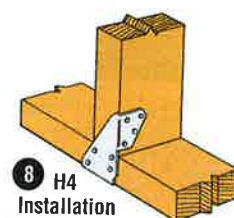
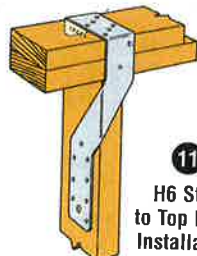
H2A Installation



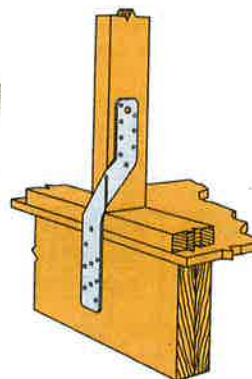
TSP Installation

H2.5A Installation
(Nails into both top plates)H2.5T Installation
(Nails into both top plates)

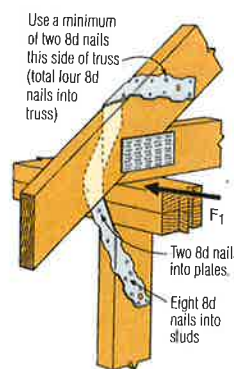
H2.5T Installation

H3 Installation
(Nails into upper top plate)H4 Installation
(see footnote 3)

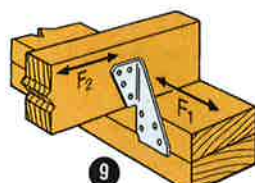
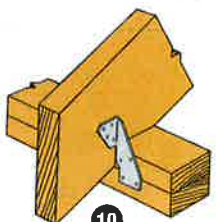
H6 Stud to Top Plate Installation



H6 Stud to Band Joist Installation



H7Z Installation

H4 Installation
(Nails into upper top plate)H5 Installation
(Nails into both top plates)

ITEM TITLE: Sustainability Coordinator

ITEM SUMMARY: a. Update on Community Choice Electricity Supply Program; Authorize Town Administrator to Review Bids and Execute Contract
b. Municipal Vulnerability Preparedness Grant Program
c. SolSmart Gold Status: Referral of Zoning Bylaw Changes to Planning Board for Review & Public Hearing

ATTACHMENTS:

Description	Upload Date	Type
Analysis of Green Aggregation Opportunities	5/11/2017	Cover Memo
Municipal Vulnerability Program Grant Opportunity	5/11/2017	Cover Memo
MVP Grant-BOS Letter of Support	5/15/2017	Cover Memo
Memo RE Referral of Solar Zoning Bylaw Changes to Planning Board - J. Wilson Martin	5/11/2017	Cover Memo

Memorandum

To: Natick Board of Selectmen
CC: Martha White, Town Administrator
William Chenard, Deputy Town Administrator
From: Jillian Wilson Martin, Sustainability Coordinator
Date: May 10, 2017
Subject: Opportunities for a Green Aggregation

Dear Natick Board of Selectmen:

During its public meeting on May 1, 2017, the Board agreed to consider increasing the renewable energy content of the Town's aggregation program, while ensuring cost savings for Natick's electricity customers.

The following memo seeks to support the Board in its evaluation of this opportunity by providing background on local interest in renewable energy, a review of green aggregations across Massachusetts and recommended options for the Board to consider moving forward.

We appreciate your thoughtful review of this opportunity and welcome your feedback.

Support for Renewable Energy in Natick

With nearly 10 megawatts of installed solar, Natick is home to more than 500 solar arrays and is in the top 20% in the nation for solar capacity per person. The Town was one of the first municipalities in Massachusetts to install solar on public buildings, and expects to meet 20% of municipal electricity needs with solar by the end of 2018. Natick Public Schools and municipal officials are also constantly seeking new and innovative projects, such as solar canopies over public parking lots, community solar financing models and virtual net metering agreements with area solar developers. In recognition of these efforts, the Town received the SolSmart Bronze National Designation on May 8, 2017 for its leadership in renewable energy.

Natick's citizens share the Town's enthusiasm for renewables and continue to outpace the state's rate of solar installations. In 2016, more than 200 permits were pulled for residential solar projects and the Town set a record for contracting the most solar capacity through the state's Solarize Mass program. A total of 155 households and one small business signed contracts through the program, and approximately 300 more homeowners had their roofs assessed for solar.

Residential interest in renewable energy is further demonstrated by the Natick Sustainability Committee's initial assessment of citizens' sustainability priorities. In spring 2017, the Committee surveyed more than 400 residents, including 50 Town Meeting members, who identified the transition to clean energy as one of their top three sustainability priorities for the Town.

"Greening" the Natick aggregation by increasing its renewable energy content is a tangible way to support the community's actions and stated goals, while also achieving cost savings for residents.

Analysis of Green Aggregations

Natick is one of 95 Massachusetts communities that have implemented a municipal aggregation program, and 30 more communities have programs pending state approval. Of these communities, more than 30% have or are planning "green" aggregations (see the full list of these communities provided in Appendix I).

“Green” aggregations are municipal aggregations that make an affirmative decision to include more than the amount of renewable energy required by the state’s 12% Renewable Portfolio Standard (RPS), usually through the purchase of additional Renewable Energy Certificates (RECs). This “greener” power supply option becomes the default option for customers participating in the aggregation and makes a tangible impact on accelerating renewable energy development by increasing demand.

Many aggregations are able to exceed the state’s renewable energy requirements while also achieving financial savings against the utility’s Basic Service rate for their residents. These savings are feasible given the marginal premium paid for a mix of local (Class I RECs) and national (Class II) renewable energy projects, which is more than balanced by the savings from aggregation. Depending on a community’s appetite to impact the local renewable energy market, this premium can be very small (less than 2/10th of a cent per kilowatt hour (kWh)).

To further analyze potential savings and best practices, we reviewed seven recent green aggregations and six planned green aggregations (see Appendix II for details). Overall, we found:

- The greening of MA aggregations is becoming increasingly common, with the majority of planned aggregations pursuing green options and the transition of the Cape Light Compact, the state’s largest and longest running aggregation, to 100% green power.
- At least five of Natick’s “peer” communities, including Arlington, Dedham, Lexington, Newton and Sudbury, are among the towns pursuing green aggregations.
- The majority of green aggregations choose to purchase 5% more renewable energy in Class I RECS than required by the state’s RPS minimum, which is in line with the options Natick is considering.
- The price difference between the default green option and the RPS minimum option is minimal; an average of \$0.00184 per kWh. For the average Natick customer, this would equate to \$1.10 a month. Based on Natick’s current prices, this would translate into a 2.0% premium over the RPS minimum option.
- Program participation remains high in green aggregations. While many factors affect opt-out rates, data suggests going green does not have a negative impact, at least as long as the total price is below Basic Service.

Options for Moving Forward and Pricing Implications

A green aggregation delivers on residents’ sustainability priorities and is in line with the Town of Natick’s environmental policies and actions to-date. The cost difference is minimal and the program will still result in savings for Natick electricity customers.

Based on the Town’s experience and the provided analysis of other green aggregations, the expectation is that the majority of Natick customers will continue to participate in the program. Since the program will also guarantee cost savings, the Town expects it will continue to increase its share of residential participants.

Given these findings, we recommend the Board consider two options for moving forward:

1. Change the aggregation’s default product to incorporate 5% more Class I Renewable Energy Certificates than required by the state’s RPS minimum, by allowing the Town Administrator to accept a bid that is cheaper than Basic Service and no more than 5% greater than the lowest cost option*. Continue to offer the low cost RPS minimum option as an opt-in product, thereby allowing any customer who wishes to receive the lowest price possible the ability to do so.
2. Gradually transition the Town to a greener default by increasing the program’s renewable energy content by 1% above the RPS minimum with each aggregation cycle using the same price preference described above. Continue to offer the low cost RPS minimum option and cap the total renewable energy content at 5% greater than the RPS minimum. With this approach, the Town could leverage aggregation communications to inform residents about and solicit feedback on the long-term plan. The Board could begin this transition with the upcoming July – December 2017 cycle, or choose to use this cycle to

announce the plan and begin in January 2018. If the Town began the transition this cycle, it would reach its 5% above the RPS minimum goal in July 2019.

An analysis of these options against the current pricing structure is provided in the table on the following page.

We look forward to your decision.

*Note, a price preference of 10% was initially proposed during the May 1, 2017 meeting based on the Town's current environmental purchasing policy. After further analyzing the pricing of Class I RECs and other aggregations, the expectation is the cost difference between the average green and non-green aggregation is under 5%.

Potential Products and Pricing Analysis

In practical terms, Natick won't know the delta between Basic Service, the RPS minimum price and the proposed green options until the bid date. However, Bay State has indicated the Town can expect to procure prices in a fashion that will allow for savings against Basic Service across all products. As an example, the below analysis reviews the 9.65 cent low bid from the last round of bidding (which included the minimum renewable energy required by state RPS) and examines how the proposed options would have impacted the typical residential account.

In this scenario, Option 1 would have cost 1.5% more than the current default price (the RPS Minimum option), but would still be 4.5% less expensive than Basic Service. Option 2 would only be 0.3% more than the current default price. Under the price preference being proposed, the Town Administrator would have the authority to accept either option, since both are under the 5% premium.

Product	Renewable Content	Price	Cost Difference from Current Default	Annual Savings against Basic Service*	Additional Opt-in Products Offered
Basic Service Alternative	12% MA Class 1 RECs per state requirements; the remaining 88% would be comprised of the NE ISO system mix, which includes natural gas, nuclear, coal and other non-renewable energy sources	\$0.10318	\$0.0067 (6.7% greater)	N/A	N/A
Current Default (RPS Minimum)	This product has the same power supply mix as Basic Service.	\$0.0965	N/A	\$48	Greener Option
Option 1 Default	17% from MA Class I RECs (12% RPS and 5% voluntary).	\$0.0980	\$0.0015 (1.5% greater)	\$36	RPS Minimum @ \$0.0965 More Green (with 20% voluntary Class I RECs) @ \$0.10183
Option 2 Default	13% renewable from MA Class I RECs (12% RPS and 1% voluntary); with an additional 1% every six month cycle.	\$0.0968	\$0.0003 (0.3% greater)	\$46	RPS Minimum @ \$0.0965 More Green (with 20% voluntary Class I RECs) @ \$0.10183

*Calculated for the average resident using 600 kilowatt-hours a month.

Appendix I: List of Communities with Green Aggregations or Planned Green Aggregations

Acton
Arlington
Brookline
Cambridge
Dedham
Gloucester
Greenfield
Hamilton
Melrose
Newton
Lexington
Lowell
Watertown
Winchester
Somerville
Stoneham
Sudbury

Cape Light
Aquinnah
Barnstable
Bourne
Brewster
Chatham
Chilmark
Dennis
Dukes County
Eastham
Edgartown
Falmouth
Harwich
Mashpee
Oak Bluffs
Provincetown
Sandwich
Tisbury
Truro
Wellfleet
West Tisbury
Yarmouth

Appendix II: Review of Green Aggregations

Community	Contract Term	Renewable Content	Additional Cost over RPS Minimum (\$/kWh)	Program Participation
Cape Light Compact	Jan. – June 2017	100% (incl. 1% above RPS)	\$0.004	120,663
Dedham	Jan 2016 – Dec 2017	16% (5% above RPS)	\$0.002	8,100
Greenfield	Jan 2017 – Dec 2017	100% national wind	N/A	5,180
Lowell	Oct 2014 – Oct 2017	100% national wind	N/A	27,616
Melrose	Jan – June 2017	16% (5% above RPS)	\$0.002	9,456
Salem	Jan – June 2017	100% national wind	\$0.0006	13,717
Swampscott	Jan – June 2017	100% national wind	\$0.0006	4,059
Arlington	Launch anticipated July 2017	16% (5% above RPS)	TBD	
Brookline	Launch anticipated July 2017	36% (25% above RPS)	TBD	
Cambridge	Launch anticipated July 2017	TBD	TBD	
Lexington	Launch anticipated July 2017	100% (incl. 5% above RPS)	TBD	
Somerville	Launch anticipated July 2017	16% (5% above RPS)	TBD	
Sudbury	Launch anticipated July 2017	16% (5% above RPS)	TBD	

Opt-Out Rate Analysis

Potential aggregation customers have the opportunity to opt-out of the program before it begins, and many interpret this metric as a measure an aggregation program’s success. As such, the Town of Natick sought to understand if the greening of an aggregation would impact this figure and has worked with Peregrine Energy Group to provide the following opt-out rates for a sample of “green” and “standard” (RPS minimum) aggregations. Because these figures are not public, the name of the community associated with each opt-out rate is not provided.

The three green aggregations in the sample all included at least 5% extra Class I RECs, with a cost premium for the RECs of 0.2 to 0.5 ¢/kWh. In all cases the total cost, including the RECs, was below the cost of Basic Service. The standard aggregations included no extra RECs beyond the RPS minimum.

The opt-out rates in the sampled cities ranged from 3.5% to 7.2%, with the rates for the green aggregations toward the lower end of the range. Given that many factors affect opt-out rates, there is not enough data to conclude that becoming green *helps* the opt-out rate. But the data does suggest that being green does not hurt, at least as long as the total price is below Basic Service.

Aggregation	Opt-out Rate
1 (Green)	3.5%
2 (Standard)	3.6%
3 (Green)	4.1%
4 (Standard)	4.3%
5 (Green)	5.4%
6 (Standard)	6.2%
7 (Standard)	6.3%
8 (Standard)	7.2%

Review of the Cape Light Compact

The Cape Light Compact is the state’s largest and longest-running aggregation. Launched in 2005, it serves 120,000 customers in 21 communities on Cape Cod and Martha’s Vineyard. The Compact has always offered optional green products, but until this year it did not include additional RECs in its standard product.

In January 2017, the Compact became a green aggregation, providing 100% green power. There are two components to the additional renewables. First, the Compact is acquiring an additional 1% Class I RECs above the

state RPS requirement. Second, they bring the total offering to 100% renewables by buying additional RECs from outside New England. These non-New England RECs are being purchased from a trust which will dedicate the funds to developing new renewable energy projects.

The Compact's total price is 9.93 ¢/kWh, including 0.39 ¢/kWh for the additional renewables. Even with those additional renewables, the Compact is providing savings compared to Eversource Basic Service, which is currently 10.32 ¢/kWh. To-date, the Compact has not seen a substantial change in its program participation rate since switching to a greener supply.

Memorandum

To: Natick Board of Selectmen
CC: Martha White, Town Administrator
William Chenard, Deputy Town Administrator
From: Jillian Wilson Martin, Sustainability Coordinator
Date: May 10, 2017
Subject: Municipal Vulnerability Program Grant

Dear Natick Board of Selectmen:

The Town of Natick has the opportunity to apply for a \$10,000 - \$50,000 grant from the Massachusetts Executive Office of Energy and Environmental Affairs (EEA) to receive support in assessing the local impacts of climate change.

If Natick receives the grant, we will be provided with the financial assistance to pay for technical assistance to complete assessments and planning using the state's Community Resilience Building workshop guide (CRB). Upon completing the CRB process, Natick will be designated as a "MVP Community," which may lead to increased standing in future funding opportunities and signify our Town's commitment to building resiliency and preparing for climate change.

If awarded, this project will be managed by Jillian Wilson Martin, Natick's Sustainability Coordinator, with close coordination with Victoria Parsons, Natick's Conservation Agent. Representatives from our Public Works, Health, Community and Economic Development, and Community Services Departments will serve as members of the core team.

Attached is a letter of support we need the Board to sign to pursue this opportunity.



Town of Natick
Massachusetts 01760
www.natickma.gov

May 15, 2017

Katie Theoharides
Director of Climate and Global Warming Solutions
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Re: Letter of Support for Natick's Participation in Municipal Vulnerability Preparedness Grant Program

Dear Ms. Theoharides:

The Natick Board of Selectmen is pleased to support the Town's application to participate in the Municipal Vulnerability Preparedness Grant Program and thanks the Commonwealth for making funds available to communities to assess and prepare for the impacts of climate change.

Our community has taken an active role in climate mitigation efforts, by supporting the Commonwealth's initiatives to reduce greenhouse gas emissions through the Global Warming Solutions Act. Natick was one of the first communities to receive the Department of Energy Resources' 'Green Communities' designation, and has reduced greenhouse gas emissions from municipal operations by 37% from its fiscal year 2004 baseline. The Town has also taken an active approach to monitoring and responding to local environmental hazards, such as the encroachment of invasive species, the loss and degradation of wetlands and flood storage cause by development, the pollution of local water bodies from stormwater, septic systems and underground petroleum storage tanks, and changes in precipitation patterns, through infrastructure, operational and treatment programs.

However, in many aspects, Natick remains unaware and unprepared for the environmental, social and economic risks associated with climate change, and we have not completed the necessary analyses to account for longer-term climate change in our existing plans. We have much to learn before we can be effective in establishing resiliency solutions for our more vulnerable residents, such as seniors, who account for 15% of the population, and for area businesses, which are critical to our local economy and tax base. Receipt of this grant is critical for our community, which does not have available funds or the in-house technical expertise to support a similar analysis on our own.

If Natick is selected, we can assure you our Board will actively participate in the community-driven analysis and seek further action on the assessment's final recommendations. We will also work closely with the Town Administrator to direct key staff across departments, including Health, Public Works, Community Services, Community and Economic Development and Sustainability, to manage the project and provide meaningful contributions as members of the core team. We will also work to ensure findings are reflected in our master plan, Natick2030, which we expect to complete in early 2018.

Climate change is an important issue facing every Massachusetts community and we are grateful for the opportunity to submit this application on behalf of our Town. Thank you for considering Natick for these funds.

Sincerely,

Natick Board of Selectmen

Jonathan H. Freedman, Chairman

Susan G. Salamoff, Vice Chairman

Richard P. Jennett, Jr., Clerk

Michael J. Hickey

Amy K. Mistrot

Memorandum

To: Natick Board of Selectmen
CC: Martha White, Town Administrator
William Chenard, Deputy Town Administrator
From: Jillian Wilson Martin, Sustainability Coordinator
Date: May 10, 2017
Subject: Solar Zoning Bylaws – Request to Refer to Planning Board

Dear Natick Board of Selectmen:

The Town of Natick recently was awarded with SolSmart Bronze, a national designation that recognizes our community's leadership in reducing solar energy costs and encouraging growth in the solar energy market.

To achieve SolSmart Gold, we must take further action to provide a transparent and consistent review process for photovoltaic systems in Natick, and the Town plans to request changes to our zoning bylaws at the 2017 Fall Town Meeting to clarify solar development rights and restrictions. Attached is a draft of the proposed amendments, which are based on the Massachusetts Department of Energy Resources' model zoning for the regulation of solar energy systems.

The approval of this language will help reduce soft costs related to solar installs in Natick, limit the Town's potential liability for existing solar systems by providing a clear process, and will pave the way for future planning or zoning regulations that emerging technology might necessitate.

Per Massachusetts General Law, Chapter 40A, Section 5, we ask the Board of Selectmen to refer these proposed changes to the Natick Planning Board for review as part of a public hearing.

Proposed Zoning Language for Solar in Natick

Section 200 - Definitions: [1]

Solar Energy System: A device or structural design feature, a substantial purpose of which is to provide daylight for interior lighting or provide for the collection, storage, and distribution of solar energy for space heating or cooling, electricity generation, or water heating. Solar Energy Systems include the following system types:

- A. Solar Energy System, Active: A solar energy system whose primary purpose is to harvest energy into another form of energy or transferring heat from a collector to another medium using mechanical, electrical, or chemical means. Active Solar Energy Systems can include, but are not limited to, the following installation types:
 - a. Solar Energy System, Roof-mounted: An Active Solar Energy System that is structurally mounted to the roof of a building or structure.
 - b. Solar Energy System, Ground-mounted: An Active Solar Energy System that is structurally mounted to the ground and is not roof-mounted.
 - i. Solar Parking Canopy: A special application of a Ground-mounted Solar Energy System that is installed on top of a parking surface or paved surface that maintains the function of the area beneath the canopy.
- B. Solar Energy System, Passive: A solar energy system that captures solar light or heat without transforming it to another form of energy or transferring the energy via a heat exchanger.

Section V – Special Requirements: [2]

Amend Section V by adding a section V-B.3 Accessory Uses – Solar Energy Systems:

V-B.3 Accessory Uses – Solar Energy Systems:

Roof-mounted Solar Energy Systems shall be permitted in all zones. Where Roof-mounted Solar Energy Systems would be installed in a historic district, the system shall require approval by the Historic District Commission. Ground-mounted Solar Energy Systems shall be permitted in all districts in rear yards. Solar Parking Canopies shall be permitted as an Accessory Use to all business, industrial, institutional and recreational primary uses.

Section IV-A General Requirements:

Amend Section IV-A.5 Height of Building to add:

V-A.5 Height of Building. The limitation on height of buildings and structures shall not apply in any district to roof tanks and their supports, ventilating, air conditioning and similar building service equipment, Active Solar Energy Systems, chimneys, railings, skylights and other similar features of buildings which are in no way designed or used for living purposes.

Amend Section IV-A to add a section IV-A.10:

10. The intensity regulations that stipulate a maximum lot coverage shall not apply to Ground-mounted Solar Energy Systems. Ground-mounted Solar Energy Systems in residential zones shall be set back (10) feet from the rear of the property and (10) feet from the sides of the property. Ground-Mounted Solar Energy Systems that move along an axis, unfold, or open shall be located so that the furthest reach of the equipment falls within the setback requirements.

[1] Proposed definitions are based on DOER “Model Zoning for the Regulation of Solar Energy Systems”, December 2014.

[2] Source for zoning language: <http://www.natickma.gov/DocumentCenter/Home/View/4501>

ITEM TITLE: Affordable Housing Trust: Authorization to Remove Trees in the Vicinity of
299 Bacon Street

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Memo-M. White	5/11/2017	Cover Memo
Memo-T. Fields 5/12/17	5/12/2017	Cover Memo
Tree Removal/Restoration Diagram-R. Johnson	5/11/2017	Cover Memo
Memo-A. Goodhind	5/9/2017	Cover Memo
MGL Ch 87, Sec 4	4/27/2017	Cover Memo
Memo-T. Fields	4/28/2017	Cover Memo
Memo-R. Johnson	5/1/2017	Cover Memo



Town of Natick

Town Administrator's Office

TO: BOARD OF SELECTMEN

FROM: MARTHA WHITE, TOWN ADMINISTRATOR

SUBJECT: AFFORDABLE HOUSING TRUST FUND COMMITTEE'S BACON STREET PROJECT -
AUTHORIZATION TO REMOVE TREES

DATE: 5/11/2017

CC: RANDY JOHNSON, CHAIR, AHTF
JEREMY MARSETTE, DPW DIRECTOR
TONY COMEAU, WATER/SEWER SUPERVISOR
ART GOODHIND, LF&NR SUPERVISOR/TREE WARDEN
TED FIELDS, SENIOR PLANNER
BRYAN LEBLANC, PROCUREMENT OFFICER
GREG ELDRIDGE, HALEY & WARD

When this request was discussed at the Board's last meeting, there was dispute and uncertainty as to the number of trees that would need to be removed to accommodate installation of the proposed sewer line. Specifically, while representatives from the Affordable Housing Trust Fund Committee indicated that just 7 trees would be removed, an abutter estimated that 21 trees would be removed. The applicants generally conceded that, if small diameter trees were to be included, the number of trees to be removed would be in the range of 21. The abutter contends that removal of these trees will negatively impact his property's aesthetics.

At this Board meeting, questions also arose regarding funding for the tree removal as well as funding for the sewer project. After some discussion, I indicated that the Town had not budgeted for either of these projects and thus did not expect to provide any financial support beyond that already agreed to.

It is important to note that (1) the property upon which this affordable housing project is being built was conveyed at no cost to the AHTF Committee with the support of the Administration and the Selectmen (with acknowledgement that the parcel was conveyed

to the Town for affordable housing purposes) (2) as favorably recommended by the Administration and Selectmen, Town Meeting appropriated \$35,000 in support of this sewer project and (3) the bids for installation of this sewer service (received just this week) are quite favorable as compared to project estimates.

Further, the Administration has been, and will continue to be, very supportive of appropriate affordable housing initiatives in general, and the great work of the Affordable Housing Trust Fund Committee in particular. The Administration has provided operational support to the AHTF Committee (e.g. maintaining financial records for the Bacon Street project) and advocated for financial support (e.g. donations of land and Town Meeting appropriations). The Board of Selectmen has been equally supportive of the Committee's work.

However, as the Town and the AHTF Committee work together in the advancement of affordable housing projects, it is imperative that the roles, responsibilities and obligations (including financial obligations) of each entity are clearly defined.. Frankly, the Administration felt certain that such responsibilities had been clearly defined with respect to the Bacon Street project, and we were taken aback when, at the Board's last meeting, AHTF representatives expressed uncertainty regarding funding for tree removal and sewer installation.

I have scheduled a meeting with key participants (those cc'd on this memo) for Monday afternoon to, hopefully, re-establish the necessary clarity regarding these issues to facilitate Board decisions. It is my understanding that some Board members were able to visit the site to evaluate the impact of the proposed tree removal, which should also aid in your decision-making process.



COMMUNITY AND ECONOMIC DEVELOPMENT

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MEMORANDUM

To: Natick Board of Selectmen
From: Ted Fields, Community & Economic Development Director *Ted Fields*
Date: May 11th, 2017
Subject: Proposed removal of public street trees along Bacon Street
Cc: Jeremy Marsette, Director of Public Works, Randy Johnson, Natick Affordable Housing Trust

The Natick Affordable Housing Trust is building a two-dwelling residence at 299 Bacon Street. These units will be affordable to low and moderate-income tenants, and will count towards Natick's Subsidized Housing Inventory for compliance with MGL Ch. 40b. In January of 2017, the Natick Department of Public Works (DPW) and the Trust engaged the town's consulting engineers, Haley & Ward Inc. to prepare bid documents and drawings for a gravity sewer connection linking the 299 Bacon Street property with the existing public sewer line that terminates in a manhole at 312 Bacon Street. This connector line will be stubbed to allow abutting homes at 300, 302, 304, 308 and 309 Bacon Street to connect to the Bacon Street sewer main in the future. Haley & Ward and DPW staff believe the presence of two existing water lines beneath the Bacon Street roadway complicates placement of a new sewer connection in that location, and would require full closure of this portion of Bacon Street, which is very narrow and terminates in a dead-end by Route 9. Alternatively, Haley & Ward and DPW recommend constructing the 299 Bacon Street sewer connection on the northern shoulder of Bacon Street (primarily in the public right of way), as shown in Figure 1.

Design of the gravity sewer connection to 299 Bacon Street included a tour of the work area by the Natick Tree Warden, who



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determined that construction of the sewer connection along the north shoulder of Bacon Street will require removal of twenty-three (23) trees of various sizes (nine large, fourteen small), as shown in Figure 2. Nearly all of these trees are sited on public property in the Bacon Street right of way; three large trees are on private land owned by the Bernardi Honda dealership and one tree is located on Trust land. Preservation of these trees will force construction of the sewer connection into the Bacon Street roadway, which, as mentioned before, is already congested with existing infrastructure lines, will incur additional demolition and repaving costs and require closure of Bacon Street during construction.

Remaining trees and vegetation in the woods north of the Bacon Street right of way will continue to provide a dense vegetative screen between homes on Bacon Street and commercial uses along Route 9. However, the Natick Affordable Housing Trust is willing to plant up to seven (7) new evergreen plantings (in the form of Red Pines or similar species) in strategic locations to restore the work area and maximize buffering of the Bernardi Honda site from abutting homes, as detailed in Figure 3. This will cost approximately \$3,500, which the Affordable Housing Trust will pay from the landscaping portion of the 299 Bacon Street construction budget. Final planting location will be determined after tree removal. Bernardi Honda has granted permission for removing the marked trees to permit construction of the sewer connection and is reviewing the plan for planting new trees on their property abutting Bacon Street outlined in Figure 3.



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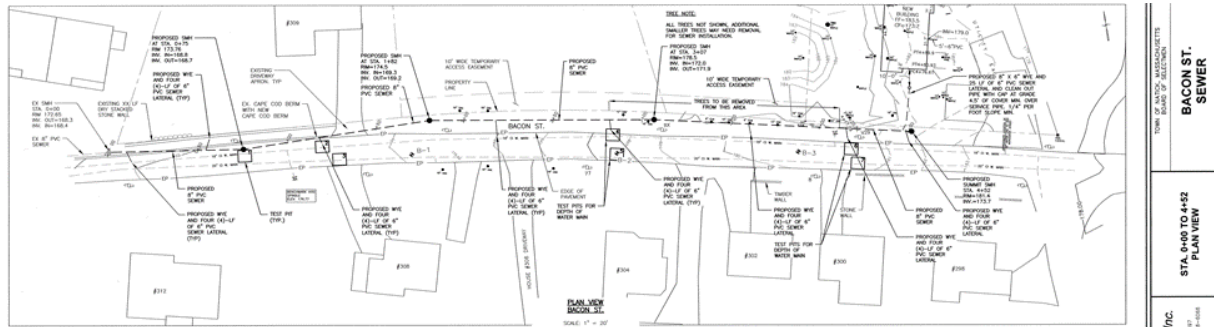


Figure 1: Bacon Street gravity sewer connection project - overview

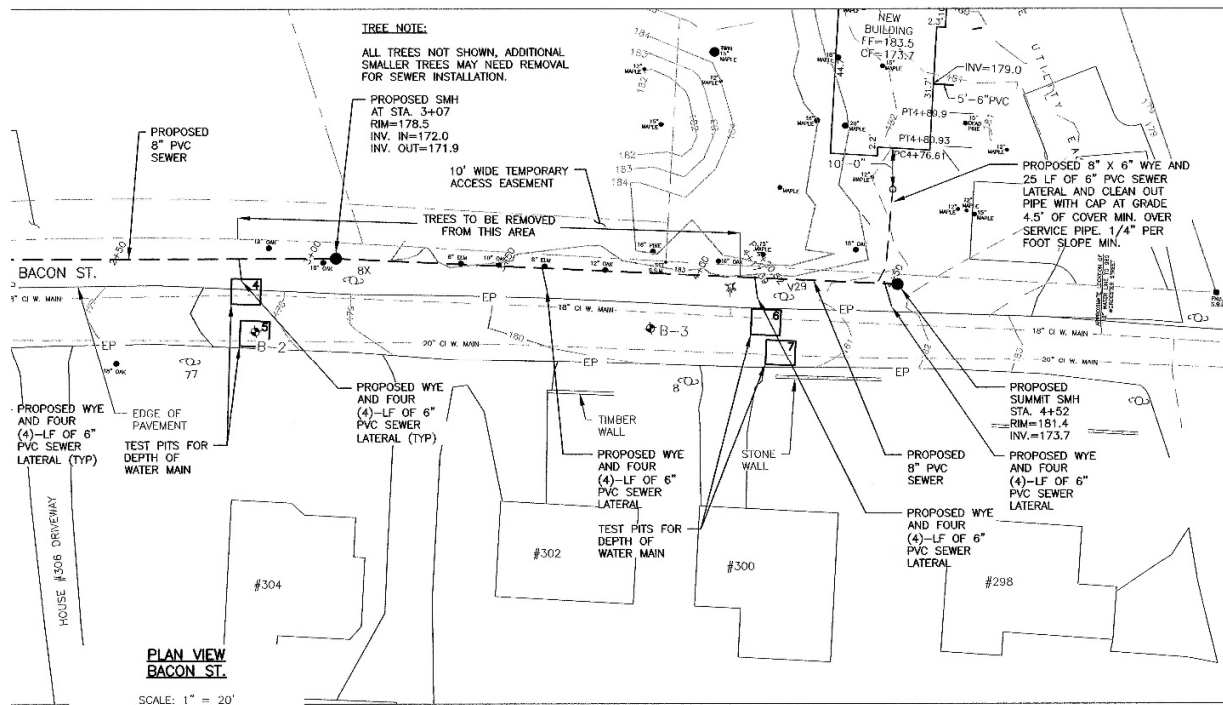


Figure 2: Bacon Street sewer connection project - tree removal area



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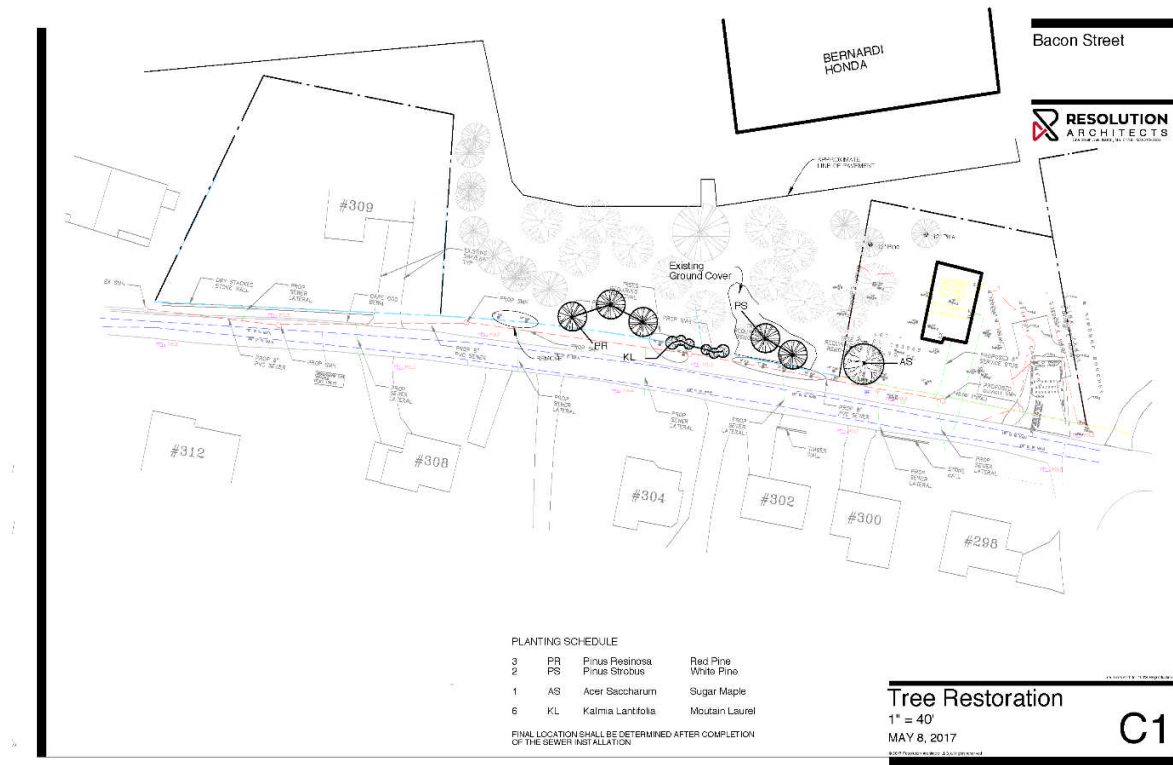
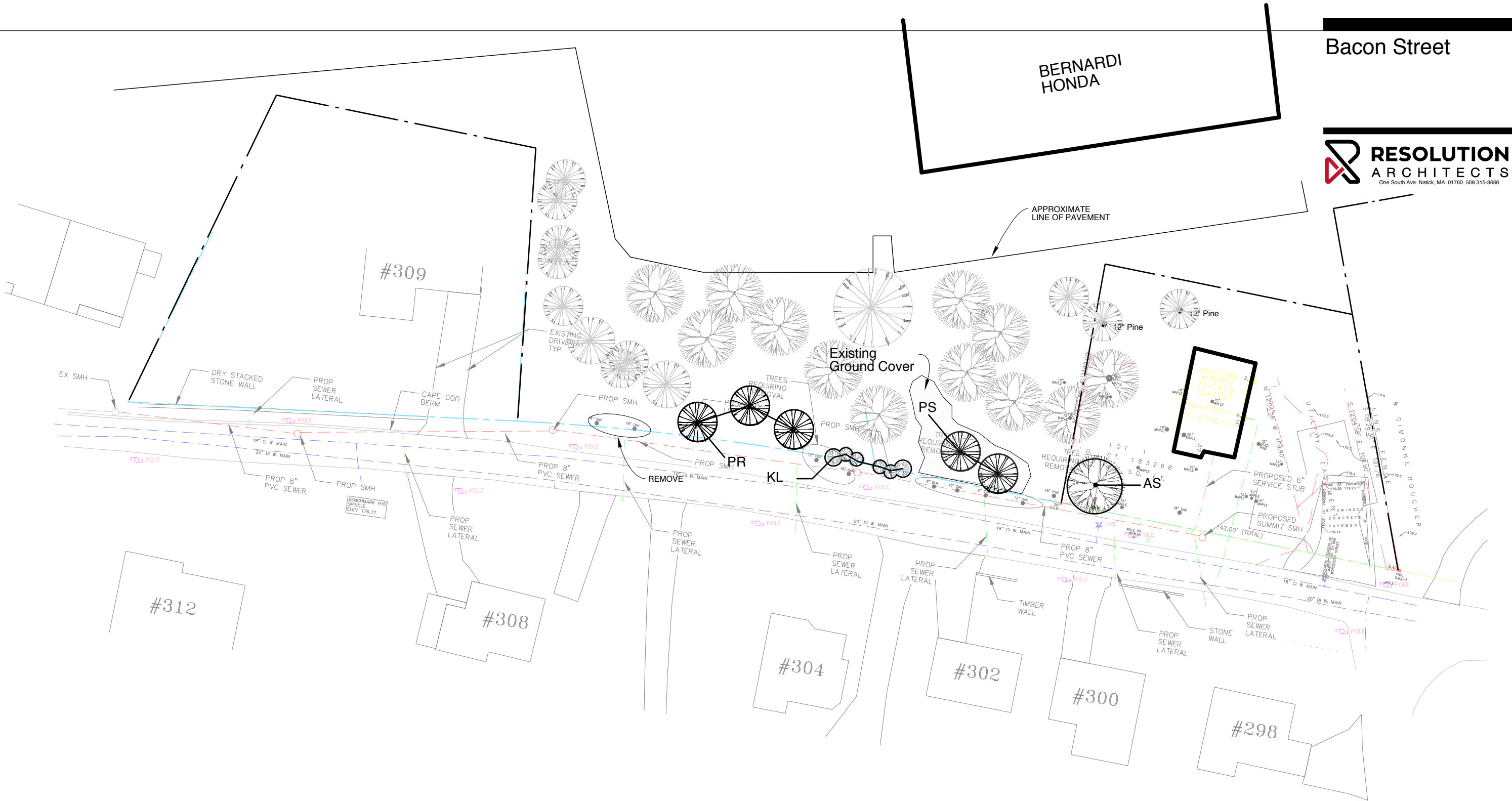


Figure 3: Bacon Street gravity sewer connection project - proposed tree removal plan



PLANTING SCHEDULE

3	PR	Pinus Resinosa	Red Pine
2	PS	Pinus Strobus	White Pine
1	AS	Acer Saccharum	Sugar Maple
6	KL	Kalmia Lantifolia	Moutain Laurel

FINAL LOCATION SHALL BE DETERMINED AFTER COMPLETION
OF THE SEWER INSTALLATION

Tree Restoration

1" = 40'

MAY 8, 2017

C1

Donna Donovan <ddonovan@natickma.org>

Re: Bacon Street/Tree Removal

1 message

Arthur Goodhind <agoodhind@natickma.org>

Mon, May 8, 2017 at 3:46 PM

To: Donna Donovan <ddonovan@natickma.org>Cc: Ted Fields <tfields@natickma.org>, Randy Johnson <rjohnson@hjstepone.com>, Patricia O'Neil <poneil@natickma.org>

Hello Donna,

We confirmed the removal count today to be 21 trees. The presentation, mitigation, cost information and alternatives will need to come from Randy and/or Ted.

Thanks,
Art

On Mon, May 8, 2017 at 2:17 PM, Donna Donovan <ddonovan@natickma.org> wrote:

Hi Art, Ted and Randy,

Will you be providing additional/revised information to the selectmen regarding the tree project on Bacon St for their upcoming meeting on Monday?

The Board will want information regarding the specifics of the issues, mitigation plans, potential costs and funding sources, alternatives to removing trees and any other information you find pertinent to this.

Thank you.

Donna Donovan
Senior Executive Assistant
Town of Natick
[508-647-6410](tel:508-647-6410)

Part I	ADMINISTRATION OF THE GOVERNMENT
Title XIV	PUBLIC WAYS AND WORKS
Chapter 87	SHADE TREES
Section 4	CUTTING DOWN OR REMOVING PUBLIC SHADE TREES; APPROVAL OF SELECTMEN OR MAYOR

Section 4. Tree wardens shall not cut down or remove or grant a permit for the cutting down or removal of a public shade tree if, at or before a public hearing as provided in the preceding section, objection in writing is made by one or more persons, unless such cutting or removal or permit to cut or remove is approved by the selectmen or by the mayor.



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING
PLANNING
ZONING
CONSERVATION

MEMORANDUM

To: Natick Board of Selectmen

From: Ted Fields, Community & Economic Development Depart *Ted Fields*

Date: April 27th, 2017

Subject: Proposed removal of public street trees along Bacon Street

Cc: Jeremy Marsette, Director of Public Works, Randy Johnson, Natick Affordable Housing Trust

The Natick Affordable Housing Trust is building a two-dwelling residence with on vacant land at 299 Bacon Street. These units will be affordable to low and moderate-income tenants, and will count towards Natick's Subsidized Housing Inventory for compliance with MGL Ch. 40b. In January of 2017, the Town and the Trust engaged the Town's consulting engineers, Haley and Ward Inc. to prepare bid documents and drawings for a gravity sewer connection linking the Trust's property at 299 Bacon Street with the existing public sewer line that terminates further west by #312 Bacon Street. Construction of this connection will require some street trees to be removed on the north side of the Bacon Street right of way, as shown in Figures 1 and 2. Haley and Ward and the Department of Public Works believe the presence of existing water lines beneath the Bacon Street roadway complicate placement of the sewer connection there, and both recommend locating the sewer connection on the northern shoulder of Bacon Street (on town property and land owned by Bernardi Honda, which has an auto dealership between Bacon Street and Route 9).

Although up to nine trees (six on the Bacon Street shoulder and



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

three on land owned by Bernardi Honda) will have to be removed for construction, remaining trees and vegetation should be sufficient to screen the Bacon Street corridor from Route 9 and abutting commercial properties. Bernardi Honda has granted permission for removing the marked trees to permit construction of the sewer connection.



Figure 1



Figure 2

Natick Affordable Housing Trust Fund

MEMO

Dt: April 30, 2017
To: Natick Board of Selectman
c/o Jonathan Freedman, Chair
Fr: Randy Johnson, Natick Affordable Housing Trust Fund
Cc: Ted Fields
Jamie Errickson
Jeremy Marsette
Gregory Eldridge
John Digiacomio
Jay Ball
Laura Duncan

In the design of the duplex at 299-301 Bacon, the architect and the Natick Affordable Housing Trust Fund took great care in the preservation of as many of the trees on the site as possible.

Initially, we were anticipating the installation of an on-site septic system, which would have required much more extensive clearing. The switch to the sewer has allowed us to preserve many more on the property of the duplex.

As part of the gravity sewer design, Greg Eldridge, VP at Haley and Ward, Inc., did an exhaustive study of possible routes for the gravity sewer. One factor that affected the route was the presence of two existing domestic water mains, large pipes, that run under the paved area of the Bacon Street right of way. One is an 18" and the other is a 20". This greatly complicated the installation of the gravity sewer in the paved area of Bacon. Of concern was:

1. Potential disturbance of the water mains
2. Need for separation of sewer lines from water mains.
3. Public safety issues, whereby the entire street would likely be closed

Consequently, the option of running the sewer main mainly outside of the paved area, on the north side of the right of way, was chosen. Mr. Eldridge noted that some tree removal, including some on the Bernardi property and one on the 299-301 property would be required. However, this approach, in the opinion of the engineer, Natick DPW, Natick Planning Department and the Trust, appeared to be the most feasible option.

Trees slated for removal have been indicated on Haley and Ward design drawings. Additionally, trees have been marked by the Tree Warden. Aware that there is concern about the loss of screening of the Bernardi property to the north, a compilation of aerial views, the design drawings and photographs have been produced to assist in the review of this issue.

Additionally, on April 30, 2017, I personally inspected the trees slated for removal, and have the following observations:

1. With the exception of one severely compromised pine, all the trees are deciduous. As such, screening in the fall, winter and early spring is very limited.
2. The Bernardi property has planted a row of evergreen planting at the edge of their parking area.

Natick Town Hall
13 East Central Street
Natick, MA 01760

Bacon Street Sewer Installation / Tree removal

Page 2 of 2

3. The removal of the proposed trees constitutes only about 10% of the total amount of the trees between Bacon Street and the Bernardi property.
4. Much of the screening produced by the trees is in the canopy layer – the lower trunk areas have few branches.
5. The depth of the wooded area varies from about 100' at the eastern end to about about 50' at the western end.
6. The existing trees slated for removal are very close to an existing overhead utility line on the north side of Bacon. Removal will minimize potential damage to this installation.

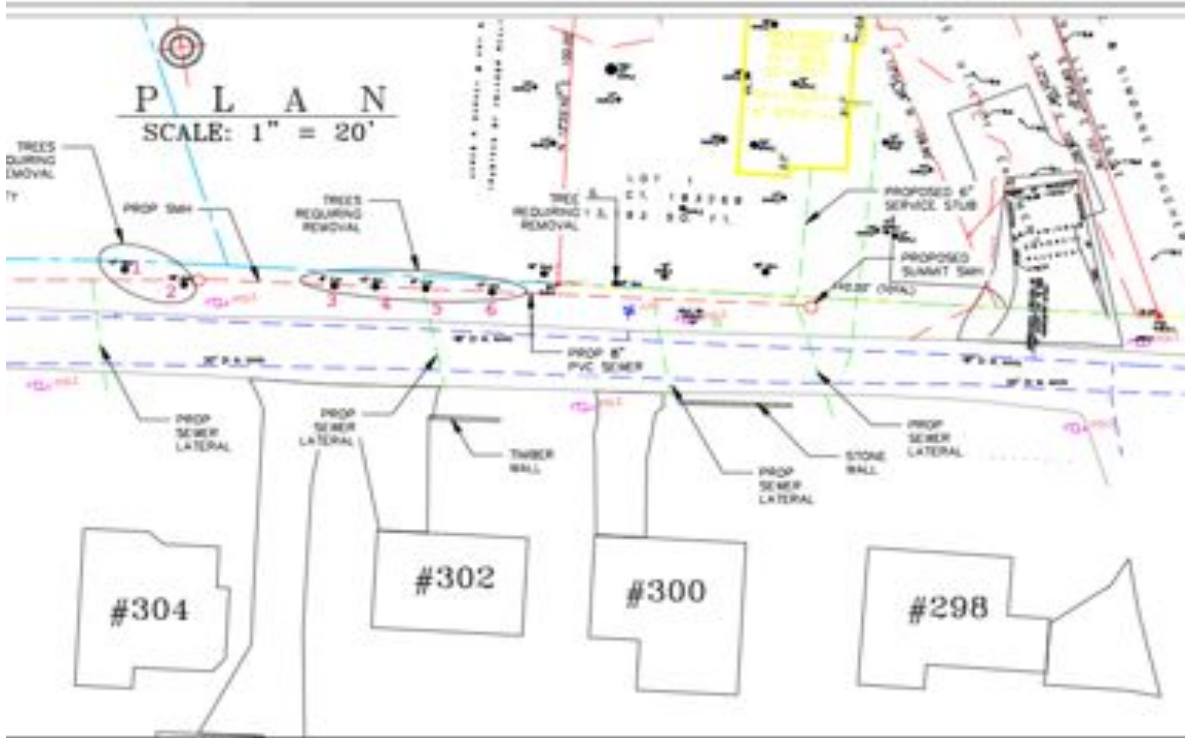
I previously noted the Trust's interest in tree preservation. Trees have a multitude of values: aesthetic, micro-climate, oxygen producing, carbon dioxide reduction and of course, visual screening. To accomplish the sewer installation, a public interest project that will provide abutting properties the ability to eliminate on-site septic systems, some of which are not Title V compliant, and are located in a nitrogen sensitive zone in proximity to a town well and bodies of water, some trees need to be sacrificed.

A sacrifice is something you give up to accomplish a greater purpose. This is the request to the Board of Selectman. In support of this request, this approach will allow sewer installation to be done in the least disruptive manner. Additionally, we observe that the overall loss of screening will be minimal.

End of Memo

Attachment:

Tree removal diagram



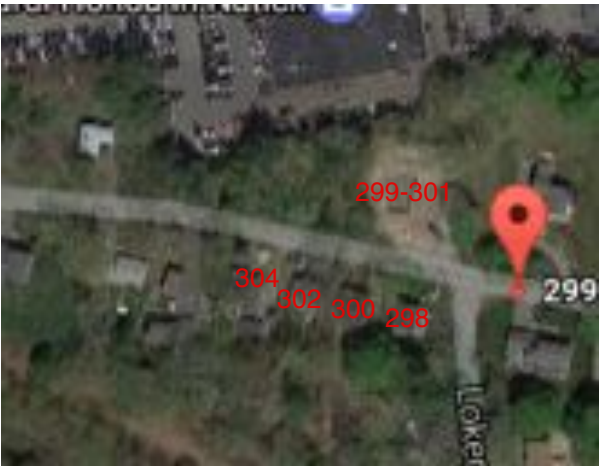
SEWER CONSTRUCTION PLAN - SHOWING PROPOSED TREE REMOVALS



TREES FOR REMOVAL IN RIGHT OF WAY



AERIAL VIEW SHOWING
APPROXIMATE TREE AND HOUSE LOCATIONS



AERIAL VIEW SHOWING DEPTH OF
WOODED AREA - HOUSE CONSTRUCTION
HAS STARTED

ITEM TITLE: Jim Fletcher, Milford Investments, LLC: Request to Waive Street Opening Moratorium at 13 Oak Knoll Road for Gas Line Installation

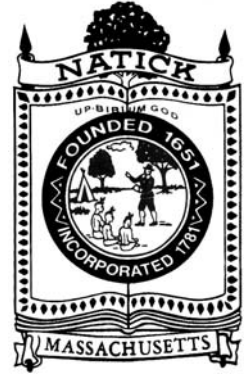
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
BOS Policy/Rules & Regs	5/15/2017	Cover Memo
Request	5/9/2017	Cover Memo
Recommendations from Engineering	5/9/2017	Cover Memo
No Dig Moratorium-Process Improvements-J. Marsette	5/11/2017	Cover Memo
Wellesley Policy Extract-Ext Maint Fee	5/15/2017	Cover Memo
Wellesley Trench Excavations	5/15/2017	Cover Memo
Additional Information-J. Marsette	5/15/2017	Cover Memo



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
75 WEST STREET
NATICK, MASSACHUSETTS 01760
508-647-6551
508-647-6560 (FAX)



Rules and Specifications Regulating Street Openings

BOARD OF SELECTMEN

JOHN CICCARIELLO – CHAIR.
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TOWN ENGINEER

MARK COVIELLO, P.E.

RECORDS AND PERMITS ENGINEER

WILLIAM DEROSA

PROJECT ENGINEER

JOHN DIGIACOMO

ADOPTED

March 9, 1998

AMENDED

April 9, 2007

February 9, 2009

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Rules and Specifications Regulating Street Openings Town of Natick, Massachusetts

In accordance with the regulations of the Board of Selectman entitled "Street Excavations" adopted March 9, 1998 and amended April 9, 2007 and February 9, 2009, by the Board of Selectmen, upon due notice the Board may from time to time amend and/or revise rules, regulations and specifications for excavations or digging within the limits of the public ways of the Town of Natick and may rule, regulate or specify particulars with respect to any excavation or diggings as aforesaid.

1.0 DEFINITIONS

- a. Permittee, Applicant or Contractor shall mean any person, firm partnership, association, society, corporation, company or organization of any kind that is licensed to undertake street openings (excavations) in the Town of Natick.
- b. Subcontractor shall mean any person, firm, partnership, association, society, corporation, company or organization of any kind, planning to undertake a street excavation and who is not the actual Street Opening Permit holder.
- c. Engineer shall mean Town Engineer of the Town of Natick. He may from time to time delegate certain of these duties to designees who will act in the town's behalf.
- d. Street shall mean:
 - a. Any Town accepted Street (Public Way).
 - b. Any Way defined by the Town Clerk as "A Way Used and Maintained as a Public Way" (MGL: Chapter 41, Section 81L)
- e. Period of Responsibility – Each applicant is responsible for the satisfactory maintenance of the trench and/or work area for one year from the **date of acceptance of final required trench restoration**. If the contractor involved does not notify the Engineering Department regarding start of work and inspections as is required elsewhere in these Rules, he may be held responsible for the trench for a period exceeding one year.

Work covered under a permit issued herein is not considered "approved" for bond release purposes until such time as the one year "Period of Responsibility" has expired.
- f. Duration of Permit - Permits may be issued by the Town Engineer in a given year during the calendar period April 15th to November 1st. All excavation work must be completed by November 15th of that same year. The permit is good for excavation **ONLY** during the calendar period in which it was issued. If the rights granted in a particular permit are not exercised by November 15, the permit shall be null and void. No permit will be allowed to extend to the next calendar season.

- G. Street Opening Moratorium – Shall mean the period of time during which non-emergency openings of a street that have been resurfaced within the last 5 (five) years are not allowed.
- H. Emergency – Shall mean a condition in which the safety of the public is endangered or where corrective action is required to maintain or restore essential public utility service.
- I. Trench Permit - Shall mean that Permit required by the Massachusetts Department of Public Safety pursuant to MGL c.82A and CMR 7.00 (as amended).

2.0 STREET OPENING PERMIT

No person shall make any excavation in a street as defined in Section 1.0d above without first obtaining a Street Opening Permit and if necessary a Trench Permit from the Engineering Department, for each specific excavation, except as otherwise may be provided in these regulations.

Permits may be obtained from the Engineering Department, on a routine basis, between April 15th and November 1st, with all excavation work to be completed by November 15th. For work to be performed outside this time frame, permission must be obtained from the Director of Public Works and the Town Engineer for each specific excavation before the Engineering Department can issue the Permit. Permits must be obtained at a minimum 72 hours prior to the time when the street opening is to occur. As noted later in Section 6.0 of these regulations, once a permit is received, the Engineering Department shall also be notified at least 24 hours prior to the street opening is to take place.

No person shall make any excavation in any other Way defined in Section 1.0d above without first obtaining a Permit from the Engineering Department for each specific excavation, except as otherwise may be provided in these regulations. In addition to obtaining this Permit from the Engineering Department, the applicant is responsible for obtaining any and all permission from the private entities involved that own the rights in the way. Evidence of this permission will be required before a Permit will be issued. This evidence will be attached to and become part of the Permit, if it is approved.

Private Ways that are not maintained by the Town of Natick are not covered by these Rules and Regulations. All permission to excavate and occupy the Way must be obtained from the private parties involved.

The permit will be for each specific excavation only. No generic permits will be issued. Work must be performed within the time frame specified and agreed to by the applicant at the time of application. All time requirements specified and required elsewhere in these Rules and Regulations must be met.

Permits must be kept at the job site during the work and must be shown, upon request, to any authorized Town personnel.

The permit applicant shall comply with the Federal Occupational Safety and Health Act., and any and all regulations promulgated by the Massachusetts Department of Public Safety pursuant to MGL c.82A and 520 CMR 7.00 (as amended).

If a State Street Opening Permit is required due to the location of the proposed work, it must be obtained by the applicant prior to the filing of the application for the Town permit. Upon application for the Town Permit, the State Street Opening Permit will be attached to and become part of the Town permit if it is so approved.

3.0 APPLICATION FEE

At the time of application, all fees associated with the permit must be paid by the applicant. The fee schedule shall be as follows:

Up to 30 linear feet of roadway affected	\$200.00
Each additional 50 linear feet of roadway affected	\$50.00

This charge is in addition to any charges assessed by any other Department, Board or Agency as well as in addition to any charges that may be incurred from a Water and Sewer Permit or a Trench Permit that is also assessed by the Engineering Department.

4.0 PERFORMANCE GUARANTEE

A satisfactory bond of a surety company authorized to do business in the Commonwealth of Massachusetts or a cash bond, in the minimum sum of five thousand dollars (\$5,000.00), conditioned substantially that the applicant shall guarantee the faithful and satisfactory performance of the work in all respects, and shall replace or restore that portion of any street, highway, way or road in which said applicant, his employees or agents shall make such excavation.

The Town Engineer in his sole discretion may require a bond in an amount greater than that stated above, if in his consideration the scope of the work requires a larger amount. Additionally, the Town Engineer, may accept one \$5,000.00 bond for multiple excavations if the total value of work does not exceed \$5,000.00

No Street Opening Permit shall be issued until a proper Bond has been submitted and accepted.

The Town will not accept cancellation notices on bonds submitted by an applicant for a permit for which the One Year Period of Responsibility has not expired. Coverage must remain in full force for the entire One Year Period. It is the responsibility of the applicant to ensure coverage is maintained. The Town requires a Street Opening be covered by the Bond for one full year from date of completion of work

5.0 INSURANCE

The Contractor shall not commence work until all insurance and bonds required have been obtained and until copies of policies and certificates thereof are submitted to the Engineering Department.

Such insurance shall protect the Town of Natick, its agents, elected and appointed officials, commission members and employees against liability, loss or expense on the account of damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way out of or in connection with or resulting from the work or service performed on behalf of the Town of Natick. The Town of Natick shall be listed as Certificate Holder.

COMPENSATION AND EMPLOYER'S INSURANCE:

*(REQUIRED ONLY IF THE CONTRACTOR IS DOING WORK FOR THE TOWN)

The Contractor agrees to comply with Workers' Compensation Laws of the State and to maintain a Workers' Compensation and Employer's Liability Policy. This policy shall be endorsed to provide All States Coverage and Voluntary Compensation Coverage. The policy will also include coverage for United States Longshoreman's and Harbor workers' coverage. No Street Opening Permit shall be issued until a proper Certificate of Insurance has been submitted for the applicant and their subcontractors.

Worker's Compensation And Employer's Liability Statutory Limits	Each Accident	\$500,000
	Disease – Policy Limit	\$500,000
	Disease – Each Employee	\$500,000

COMMERCIAL GENERAL LIABILITY INSURANCE:

The Contractor shall provide Commercial General Liability Insurance, Blanket Broad Form Contractual Liability, explosion, collapse or structural injury to property of others including underground utility facilities, contractor's protective liability, if subcontracting is authorized, and products and completed operations for a minimum of one year after acceptance of the work. Any renewal certificates shall be filed with the Engineering Department.

Bodily Injury and Property Damage	General Aggregate	\$2,000,000
	Products – Comp/Op Agg.	\$2,000,000
	Each Occurrence	\$2,000,000
	Personal Injury	\$1,000,000
	Fire Damage	\$100,000
	Medical Payments	\$10,000

OWNER'S PROTECTIVE LIABILITY INSURANCE:

The Contractor shall provide Owner's Protective Liability Insurance in the name of the Town of Natick, including Officers and employees of the Town of Natick, insuring against bodily injury

and property damage liability for which they may become legally obligated to pay as damages sustained by any persons, caused by accident and arising out of operations performed for the named insured by independent contractors and general supervision thereof.

Bodily Injury and Property Damage: \$ 2,000,000 (Minimum)

BUSINESS AUTOMOBILE POLICY:

The contractor shall provide Automobile Liability insurance which shall include coverage for all leased, owned, non-owned and hired vehicles

Combined Single Limit for Bodily Injury and Property Damage: \$1,000,000

COVERAGE FOR HAZARDS:

Policies submitted to the Town must include coverage for explosion, collapse or underground hazards. XCU Exclusions must be "waived" or "included" and this must be so stated on the Certificate of Insurance

INSURANCE SUMMARY:

The Contractor may, at his option, provide the limit of liability as set out above by a combination of the above described policy forms, including an Umbrella or Excess liability Policy. The Excess or Umbrella must provide coverage on at least a following form basis.

It is a condition of this policy that the insurance policies waive any and all government immunity as a defense in any action brought against the insured or any other party.

The Contractor shall provide insurance to cover operating hazards during the period of placing the facility in operation and during testing, and until such times as the facilities are completed and accepted for operation by the Town and written notice of that fact has been issued by the Town.

Approval of the insurance by the Town shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Town does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

The Town shall be given at least 30 days written notice of cancellation, non-renewal, or material change of the required insurance coverage

All responsibility for payment of any sums resulting from any deductible provisions, or self-insured retention conditions of the policy or policies shall remain with the Contractor

The insuring company or agent shall deliver to the Engineering Department, certificates of all insurance required signed by an authorized representative of the insurance company and stating

that all provisions of the specified insurance requirements are satisfied. The certificates shall be submitted directly to the Engineering Department for review and approval.

The Contractor shall not begin any work until the Town has reviewed and approved the insurance certificates and so notified the Contractor directly in writing. Any notice to proceed that is issued shall be subject to such approval by the Town.

ADDITIONAL INSURED:

The Town must be named as an additional insured and this must be so shown on the Certificate of Insurance. Refer to Attachment 3 for sample form.

GENERAL INDEMNITY:

The Contractor shall indemnify, defend and save harmless the Town of Natick, its appointed or elected officials, commission members, employees, agents and each of them for any and all suits, actions, legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind or nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control of on its behalf in connection with or incident to its performance of the Contract.

Property Damage Liability shall include damage to property caused by explosives and blasting, or by vehicles or equipment, or on account of trenches or from any other cause. The Town Engineer may, in his sole discretion, require increased limits of insurance for property damage.

Utility companies that are self-insured must present a certificate or document proving their financial responsibility in at least the minimum limits as are herein described.

The applicant, their subcontractors and agents shall carry, at a minimum, the above insurance limits.

No Street Opening Permit shall be issued until a proper Certificate of Insurance has been submitted for the applicant, their subcontractors and agents.

If a Contractor carries an excess liability policy (an "umbrella" policy), the Engineering Department reserves the right to verify that the policy meets at least the minimum insurance requirements of these Rules and Regulations.

It is the responsibility of the applicant to ensure that his insurance coverage remain in full force for the entire One Year Period of Responsibility. If the policy submitted by an applicant expires before the expiration of the One Year Period, he must present the Engineering Department with a new Certificate of Insurance covering the remainder of the One Year Period.

The instrument must be so written so as to allow the Town of Natick to perform work deemed necessary by the Town Engineer to correct any deficiencies and all costs incurred by the Town may be applied against the Performance Bond if they are not recovered after billing to the Permittee. Public Utility Companies, State and Federal Agencies are exempt from this section. The Town will give the Permittee eight (8) hours notice to make the necessary repairs.

Insurance Certificates shall be provided in the name of the permit applicant only.

Any subsequent agreements between said applicant and a subcontractor engaged by him shall be considered a private matter, as the Town considers all issues having to do with obtaining the permit and performance of the work the responsibility of the permit holder.

The Town Engineer may at any time cancel or suspend permits (licenses) for cause. Cancellation of insurance endorsement automatically cancels the permit.

Any Subcontractor (refer to Section 1) planning to undertake a Street Opening must, before such excavation commences, present the Engineering Department with insurance certificates and bonds in amounts identical to those specified elsewhere in these Regulations. Failure to do this may result in immediate shutdown of the work

It shall be the sole responsibility of the Permit Holder to submit the proper bonds and insurance. Failure to do so may result in denial of future permits.

6.0 START OF WORK AND INSPECTIONS

Work shall start as near to the starting date, as specified in the permit, as possible. A twenty-four (24) hour notice to the Town Engineer or his designee prior to start of work is required, except in critical areas. In critical areas, a forty-eight (48) hour notice to the Town Engineer or his designee prior to start of work is required. Critical areas are considered to be street intersections, arterial routes and streets within the downtown shopping and business areas. Streets considered as arterial routes are:

West Central Street, East Central Street, Speen Street, Hartford Street, South Main Street, North Main Street, Eliot Street, Pond Street; Union Street, Pleasant Street, Marion Street, Bacon Street, Oak Street, Washington Ave., Mill Street, Cottage Street, and Walnut Street.

All trenches, excavations, and utility installations for which a Street Opening Permit is required and for which one is granted, must be inspected by the Town Engineer or his designee before any part of the work is backfilled. It is the responsibility of the applicant to properly notify the Engineering Department and request the inspection. If the trench is not properly inspected, the Engineering Department reserves the right to require the applicant to re-excavate all or a portion of the work.

In addition to the requirements of the previous paragraph, the Contractor must also call the Engineering Department by 7:30 A.M. on the day the work is to begin in order to schedule inspections by Engineering Department personnel. Not properly notifying the Engineering

Department as is herein described may result in the Contractor being held responsible for the trench for a period longer than one year. Such a failure may also result in further permits being delayed or denied.

7.0 EMERGENCY ACTION

Nothing in these rules shall be construed to prevent the making of such excavations as may be necessary for the preservation of life or property or for the location of trouble in conduit, cable, or pipe, or other buried structure or appurtenance. The entity making such excavation shall apply to the Engineering Department for such a permit on the first working day after such emergency work is commenced.

The person engaged in emergency action shall notify the Engineering Department, Police Department, Dig Safe, and the Public Utility companies at the start of the emergency work.

8.0 TRAFFIC SAFETY

The Permittee shall take appropriate measures to ensure that during the performance of the excavation so far as is practicable, normal traffic conditions be maintained at all times, causing as little inconvenience as possible to the occupants of abutting property and to the general public

The Permittee, where possible, shall maintain safe crossings for two lanes of vehicular traffic at all public intersections, as well as safe crossings for pedestrians at intervals of not more than three hundred feet. If any excavation is made across a public way, it shall be made in sections to ensure safe crossing for both vehicles and pedestrians. If the way is not wide enough to hold the excavated material for part-time storage and still allow safe passage of traffic, the material shall be immediately removed from the location.

The Traffic Safety Officer may permit the closing of streets and walks to all traffic for a period of time prescribed by him if, in his opinion, it becomes necessary. If a street is so closed, it is the applicant's responsibility to notify the ***Police, Fire*** and ***School*** Departments.

Warning signs shall be placed at sufficient distance from the construction operation to alert all traffic coming from both directions. Cones or other approved devices shall be placed to channel traffic, all in accordance with any requirements of the Traffic Safety Officer.

Warning signs, lights, and other precautions as may be necessary for the purpose, unless specified by the Town Engineer or Traffic Safety Officer shall conform to the latest requirements and practice of the Massachusetts Department of Public Works. All costs incurred, including those for traffic warning signs, barriers, flagman, policeman, etc. shall be fully borne by the Permittee.

All Street Openings may require the presence of a Police Officer or a certified Road Flagger to be on duty for traffic safety. If, in the determination of the Police Chief (or his designee), a Police detail officer or certified Road Flagger will not be necessary then the Permittee will be required to return to the Engineering Office a copy of the Street Opening Permit with the appropriate Police Department signatures stating a detail will not be required.

9.0 ACCESS TO VITAL STRUCTURES

The excavation work shall be performed and conducted so as not to interfere with access to fire hydrants, fire stations, fire escapes, water gates, underground vaults, catch basins, or any other vital public necessity as designated by the Town Engineer or his designee.

10.0 RELOCATION AND PROTECTION OF UTILITIES

The Permittee shall not interfere with any existing utility without the written consent of the Town Engineer and the owner of the utility. If it becomes necessary to relocate an existing utility, this shall be done by its owner and the cost of such work borne by the permittee. The permittee shall inform itself as to the existence and location of all underground utilities and protect the same against damage. The permittee shall adequately support and protect (by timbers, sheeting, etc) all pipes, conduits, poles, wires, cables or other appurtenance *which* may be in any way affected by the excavation work, and do everything necessary to support, sustain and protect them under, over, along or across such work area. In the event any of said pipes, conduits, poles, wires, cable or appurtenance be damaged (and for this purpose pipe coatings or outer encasements or similar type protective devices are to be considered as part of a sub-structure), such damage shall be repaired by the agency or persons owning them and the expense of such repairs borne by the permittee. The permittee shall be responsible for any damage done to any public or private property by reason of the breaking of any water pipes, sewer gas pipe, electric conduit or other such similar type appurtenance.

11.0 NOTIFICATION TO PUBLIC UTILITY COMPANIES

The permittee shall in accordance with the General Laws of the Commonwealth of Massachusetts, currently in effect, give notice to public utility companies before making excavation in a public way.

12.0 DIG SAFE

A valid "Dig Safe" number shall be obtained for each application. No application will be accepted without it. It will be the applicant's responsibility to comply with all Dig Safe rules, regulations and guidelines.

13.0 PROTECTION OF ADJOINING PROPERTY

The permittee shall at all times and at his own expense preserve and protect from injury any adjoining property by providing proper foundations, and by taking such other precautions as may be necessary for the purpose. The permittee shall, at his own expense, shore up and protect buildings, trees, walls, fences or other property likely to damage during the process of the excavation work and shall be responsible for all damage to public or private property or highways resulting from its failure to properly protect and carry out said work. The permittee shall not remove, even temporarily, any trees or shrubs which exist in planting step areas without first obtaining the consent of the Town Engineer or his designee. The following policy will be

adhered to in the case a tree is destroyed by the permittee or a tree is authorized for removal by the Town Engineer or his designee:

- All tree stumps and debris resulting from the work **shall** be removed from the location.
- A replacement shall be made by the permittee for each tree removed or destroyed with a minimum caliper of 2-1/2 inches or greater; the species and place of relocation to be designated by the Tree Warden planted in place and it must be balled and burlapped.
- The permittee shall deliver to the Town Engineer a bonafide order, placed with a recognized established nursery before installing the authorized trees. The order shall include in it a statement that the size and species required will be in accordance with "USA Standard for Nursery Stock" and that planting will be done in accordance with the applicable provisions of "Massachusetts Department of Public Works Standard Specifications".
- **All protective work carried out or deemed necessary affecting buildings must be approved by the Building Inspector.**
- For roadside planting the following type trees will be acceptable subject to approval by the Tree Warden as to which specific species is best for the location where the tree is planted: Norway Maple, Sugar Maple, Crimson King Maple, European linden or approved Equal.
- In certain areas of the Town, ornamental trees, such as Flowering Crab, European Mountain Ash, Japanese Flowering Cherry, Moraine Ash and Washington Hawthorne are acceptable as replacement trees. These trees are purchased by height and not by caliper and must be balled and burlapped.
- They must conform to the following minimum heights: 5'-6' Flowering Crabs and Flowering Cherries, and 6'-8', Moraine Ash, European Mountain Ash and Washington Hawthorne. In areas under utility wires, the tree replacement policy will be governed by both the Town Tree Warden and the Electric Company's standards at the time of the work being completed.

14.0 PROTECTIVE MEASURES

It shall be the duty of every person cutting or making any excavation in a street to place and maintain such barriers and devices necessary for the "Public Safety" as may be required by the Town Engineer immediately following said excavation

Barriers shall meet the requirements of the Town Engineer or Traffic Safety Officer. Warning lights shall be flares, torches, lanterns, electric markers or flashers and used to indicate the hazard to traffic from sunset of each day to sunrise the next day. Lanterns shall have clear, red or ruby globes. Electric markers or flashers shall emit light at sufficient intensity and frequency to be visible at a reasonable distance for safety. Reflectors or reflecting material may be used to supplement, but not replace, light sources. The type of warning lights to be used in any particular

location is subject to the approval of the Town Engineer or Traffic Safety Officer. Flares or lanterns should be used on all single or small excavation within pavement lines.

15.0 EXCAVATED MATERIAL

All material excavated shall be removed from the site, except in such cases as the material is deemed suitable for backfill by the Town Engineer or his designee. Any material excavated and deemed unsuitable for backfill shall be both removed and replaced with suitable material at the permittee's expense. It is the sole responsibility of the applicant to remove and dispose of all excess material at a legally approved site.

16.0 CONSTRUCTION MATERIALS AND EQUIPMENT

Construction materials and equipment on the site shall be limited in quantity and space occupying area so as to not unduly hinder and block the way.

17.0 DUST AND CLEAN-UP

As the excavation work progresses, all ways shall be thoroughly cleaned of all rubbish, excess earth, rock and other debris. The permittee shall take necessary precautions to prevent and avoid dust and to keep the ways clean each day. All cleaning operations shall be accomplished at the expense of the permittee and shall be carried out to the satisfaction of the Town Engineer or his designee.

18.0 PROTECTION OF GUTTERS AND BASINS

The permittee shall maintain all gutters free and unobstructed for the full depth of the adjacent curb and for at least 3' in width from the face of such curb at the gutter line. Catch basins shall be kept clear and serviceable.

The appropriate environmental protection methods should be employed to ensure that run-off from construction does not cause problems with the town storm drainage system. The appropriate combination of hay bales and erosion control barriers shall be incorporated onto the site. A catch basin filter bag shall be installed in catch basins downstream of the construction site (as directed by the Town Engineer or his designee) to prevent harmful silt and debris from entering the storm water inlet.

The permittee shall make provisions to take care of all surface water, mud, silt, residue or other run-off pumped or removed from excavations and shall be responsible for any damages resulting from his failure to so provide.

19.0 HOURS OF OPERATION

Each permittee shall conduct and carry out excavation work in such a manner as to avoid unnecessary, inconveniences and annoyance to the general public and occupants of neighboring property. Work covered under the Street Opening Permit shall be restricted to 7:00am to 4:00pm,

Monday through Friday unless prior approval is given by the Town Engineer or in cases of an emergency as defined in Section 1.0H.

20.0 TRENCHES

The maximum length of open trench permissible at any time shall be in accordance with existing normal municipal standards or as may be specified by the Town Engineer or his designee. No greater length shall be open for pavement removal, excavation, construction, backfilling, patching and other operations without the written permission of the Town Engineer.

The permit applicant shall comply with the Federal Occupational Safety and Health Act., and any and all regulations promulgated by the Massachusetts Department of Public Safety pursuant to MGL c.82A and 520 CMR 7.00 (as amended).

No trench shall be left open over night unless specifically authorized by the Town Engineer or his designee. Proper protection (i.e. plates) must be employed on construction sites to ensure the appropriate protection during non-working hours.

21.0 PROMPT COMPLETION OF WORK

After an excavation is commenced, the permittee shall prosecute with diligence and expedition, all excavation work covered by the excavation permit and shall promptly complete such work and restore the way to its original condition or as near as may be, so as not to obstruct the way or travel thereon more than is reasonably necessary.

22.0 BREAKING THROUGH PAVEMENT

The use of hydro-hammers or heavy duty pavement breakers for breaking pavement are limited on all streets unless written permission is granted by the Town Engineer for their use after due consideration of the location, the condition of the street and the depth of saw cutting required ahead of the use of the hammers.

Approved cutting of bituminous pavement surface ahead of excavation is required to confine pavement damage to the limits of the trench. Sections of bituminous or cement concrete sidewalks shall be removed to the nearest score-line or approved saw cut edge.

Unstable pavement shall be removed over cave-outs and over breaks and the sub-grade shall be treated as the main trench.

Pavement edges shall be trimmed to a vertical face and neatly aligned with the center line of the trench. Cut-outs outside of the trench lines must be normal or aligned parallel to the center line of the trench

Generally excavations shall be made in open cut. Tunneling will be allowed by special permission of the Town Engineer.

Before the permittee starts any excavations, he must confer with the Gas, Telephone and Electric companies, Highway Division, Water and Sewer Division and the Engineering Division to obtain all information from each as to the depth of trench, location of all utilities, and other conditions as to where and how the excavation shall be made. All safeguards such as lanterns, barriers, and signs shall be maintained at all times by the permittee (licensed installer) while the work is in progress.

Street surface openings will not be allowed during the Street Opening Moratorium Period (as defined in Section 1.0G) except in cases of extreme emergency (as defined in Section 1.0H) or in cases where during the 5th year of the moratorium a homeowner desires to connect to a natural gas line for home heating purposes. In cases where street openings are allowed during the Street Opening Moratorium Period the permit applicant will be required to backfill the trench with Excavatable Controlled Density Fill as specified in Section 23.0 below.

23.0 BACKFILLING

The trench in the street must be filled the same day it is opened unless the applicant is otherwise directed by the Town Engineer or his designee. The trench shall be backfilled to existing line and grade to accommodate the thickness of asphalt required. Refer to the Typical Street Replacement detail (Attachment 2).

The permittee shall maintain the surface of the trench and shall promptly replace or fill with similar material any depression, dip, pothole or other defect that appears during the period of responsibility.

Trenches shall be backfilled in 12" lifts from the bottom of the excavation. Each lift shall be thoroughly compacted by means of a vibratory or mechanical compactor before the next lift is laid in place. Bituminous concrete, cement concrete, sticks, logs, metal, loam, organic materials, etc. shall not be used as backfill. When, in the opinion of the Town Engineer, the excavated material is not available as backfill, it shall be removed from the site and the trench shall be backfilled with approved bank run gravel.

The Town Engineer or his designee may require the use of Excavatable Controlled Density Fill (Flowable Fill) during backfilling. Within the limits of the pavement, the trench shall be backfilled with Flowable Fill to an elevation of four (4) inches below the top of the paved surface. The adjacent material extending one (1) foot beyond each side of the trench shall be removed, to a depth of four (4) inches. The perimeter of the trench shall be saw cut to provide a clean vertical joint. The vertical faces of the adjoining pavement shall then be coated with a Rapid Setting Type 1 (RS-1) emulsion. The pavement shall be installed as specified in Section 25.0 (Restoration of Permanent Paving).

Puddling of the trench backfill material will not be allowed, unless prior authorization is obtained from the Engineering Department.

24.0 TEMPORARY PAVEMENT RESURFACING

If temporary resurfacing is to be placed due to location of work, time of year, or other applicable reason, the temporary pavement shall be plant mixed hot asphalt as produced in accordance with the Standard Specifications of the Massachusetts Highway Department and is to be a minimum of three inches thick.

As soon as is consistent with the final permanency of the work, or as required by the Town Engineer, the temporary pavement shall be excavated to the required grade in order to place the permanent bituminous concrete pavement.

25.0 RESTORATION OF PERMANENT PAVING

All permanent paving shall be done in accordance with the specifications of the Engineering Department of the Town of Natick by and at the expense of the permittee.

The permittee shall remove and acceptably dispose of **all** excavated material before proceeding with the remainder of the work and shall thoroughly compact the surface of the sub-base. Any broken or irregular edges of existing pavements shall be cut away in straight lines as directed leaving a sound vertical face at least twelve inches back from the edge of the existing pavement.

The bituminous concrete base and top shall be laid and rolled in two courses. The binder (base course) shall be a minimum two and one half inches in depth and the top course shall be a minimum one and one half inches in depth. The base course of the permanent pavement shall be placed and carefully raked to a minimum surface and thoroughly rolled to the required thickness. Before placing the base course of the permanent pavement, the edge of the original bituminous surfacing shall receive an application of approved asphalt emulsion so that the new pavement material may be properly bonded to the old. The top course of the permanent paving shall be placed to a grade that will match the existing bituminous surface after rolling.

The permanent paving shall not overlap the existing pavement and will not have to be applied with a mechanical spreader unless otherwise directed.

The Permittee shall furnish, place, grade, and compact Bituminous Concrete Pavement of Class 1, Type I-1 as shown and specified in the latest Massachusetts Highway Department Standard Specifications for Highways and Bridges.

Under certain circumstances where trenches are considered extensive it may be required, upon completion of patching trenches, to overlay the affected area for the full width of roadway and at least 30 ft. beyond the affected area with one and one half inch of dense graded bituminous concrete.

Curb to curb overlays 15 feet either side of the trench will be required for pavements which are less than five years old and for other pavements which are void of cracks, potholes, patches, and are in good condition, in the opinion of the Town Engineer. The Town Engineer shall, in all cases, have the sole discretion as to the restoration of the pavement.

If, upon excavation of the trench, it is discovered that existing pavements thickness is greater than the replacement thickness herein specified, the Town Engineer reserves the right to require the applicant to match the existing thickness when the trench is re-paved.

The Town Engineer may, at his discretion, require a roadway surface be given infrared treatment, if he determines it is warranted by the age or condition of the roadway surface.

All sidewalks dug through shall be carefully patched after backfilling a bituminous concrete sidewalk shall be squared off and patched with the same material and rolled so as to provide a continuous smooth surface. Cement concrete sidewalks shall be repaired by making a new concrete block or blocks through which the trench passes. Pre-formed expansion joints, when deemed necessary, will be installed against buildings, walls, steps, foundations or existing concrete blocks. The new cement concrete square shall be made of Air Entrained Class "A" (4000 psi.) mix or better and be matched in color with the remaining sidewalk as nearly as possible. All concrete must be cured by covering with material in accordance with the best known concrete curing procedures. All walks shall be laid over a minimum of 12 inches of well compacted gravel cement concrete and shall be treated with silicone or linseed oil sealer for salt damage prevention. The permittee shall be responsible for repairing any damage done to public utilities (water, sewer, gas, electric, telephone, etc.) or to Town trees, shrubs, poles or signs which may be disturbed or damaged while doing the work or account thereof. The permittee shall be responsible for the maintenance of the street opening excavation trench for one year after the date of completing the installation except where such maintenance is made necessary by the act or neglect of another.

26.0 CEMENT CONCRETE PATCH PAVING

All restoration of cement patch paving areas shall be done at the expense of the permittee and must meet the specification of the Town Engineer.

In instances when an open cut is permitted, provisions for patching will require wherever practical, that a six inch reinforced or precast concrete slab be laid over the backfilled trench extending one foot beyond either side of the edge of surface and allowing for a three inch Bituminous Concrete Type I-1 surface all as shown on the detail sheet Attachment 2 entitled "Typical Street Replacement Detail."

When approved, the concrete slab may be cast-in-place conforming to Massachusetts Standard Specifications for Class "F" Cement concrete and additionally, shall be High-Early Strength. The slab shall have steel reinforcing for tensile strength placed in accordance with good engineering practices. The permittee must place temporary heavy duty steel plating adequate to carry heavy traffic over the trench area until the concrete is sufficiently cured

Consideration may under certain limited conditions be given to the elimination of the concrete patch, allowing underground utility installations to be made where the permittee agrees to replace foundation and base material in kind, and to satisfactorily maintain a temporary (plant mixed hot-asphalt) bituminous concrete Type I-1 patch for a period of one year at which time a permanent patch with approved material shall be installed. In this case, a specific bond may be

required to insure the continued maintenance of the temporary patch and the construction of the permanent patch at the end of the one year period.

27.0 RESTORATION OF PAVEMENT MARKING

All permanent paving markings (crosswalks, traffic center lines, etc.) that are obliterated or damaged during construction shall be repainted by or under the direction of the Town Engineer of the Town of Natick at the expense of the permittee.

28.0 RESTORATION OF GRASS PLOTS/LOAM STRIPS

Upon completion of excavation, all grassed areas and loam strips within the Town way that have been disturbed, shall be restored with sod or loam and grass seed. The One Year Period of Responsibility also applies to these surfaces.

ATTACHMENTS

The following attachments are incorporated and made part of these Rules and Specifications:

- Attachment #1: Copy of Street Opening Permit
- Attachment #2: Typical Street Replacement Detail
- Attachment #3 Typical Insurance Certificate
- Attachment #4: Trench Permit

Attachment #1: Copy of Street Opening Permit

TOWN OF NATICK

DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION

508-647-6551



Street Opening Permit

Permit Number	<input type="text"/>	Date	<input type="text"/>
Location (Street)	<input type="text"/>	Dig Safe Number	<input type="text"/>
House Number(s)	<input type="text"/>	Contractor	<input type="text"/>
Telephone #	<input type="text"/>	Emergency #	<input type="text"/>
		Available 24 hours	<input type="text"/>
Police Signature *	<input type="text"/>		
	Print Name	Signature	

* A Police Detail or Certified Road Flagger is required unless the applicant has obtained the signature above noting that one is not required for this location. If this area is not signed by the Police Chief or his designee, it will be the responsibility of the Applicant to obtain a Police Detail or Certified Road Flagger.

Grant of location issued by Board Of Selectman ☐ Yes ☐ N/A

Is the street currently under the 5-year no-dig moratorium? ☐ Yes ☐ No

Trench Permit Required ☐ Yes ☐ No If Yes, Trench Permit #:

Approved By Signature: Permit is not valid until signed

Comments

The applicant accepts compliance with the rules and regulations governing street excavations. A twenty-four (24) hour notice to the Engineering Department before the start of said excavation is required. The Insurance Bond obtained by the Town for this permit shall be in effect for a minimum of 1 year from the date of excavation.

This Permit expires NOVEMBER 15th of the year issued.

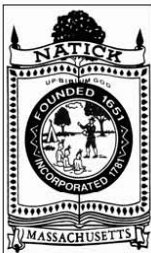
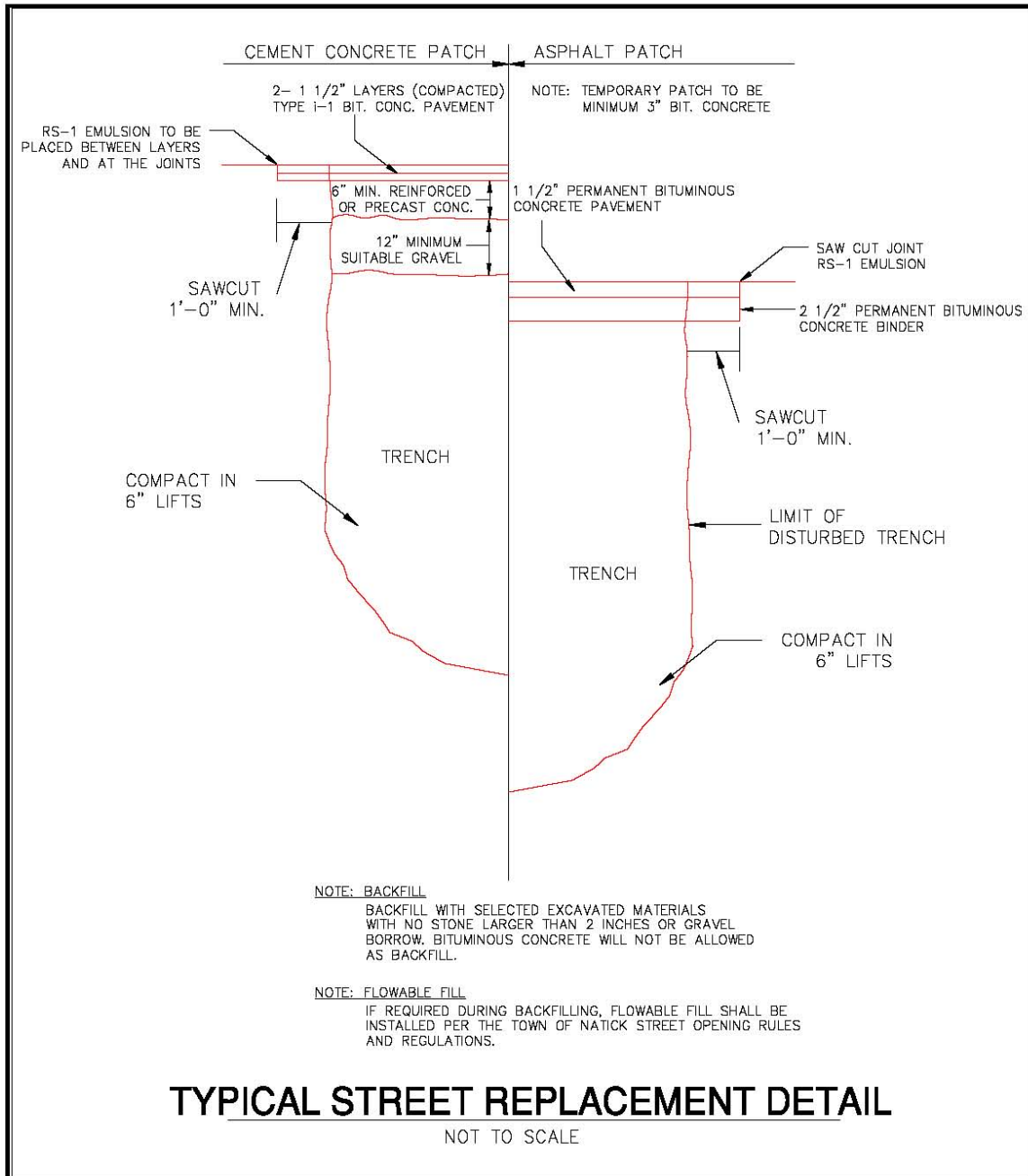
All Permit Applications must be received by NOVEMBER 1st of the year issued.

Tuesday, February 10, 2009

Page 1 of 1

NOTE: THIS IS NOT AN OFFICIAL COPY OF THE STREET OPENING PERMIT APPLICATION. IT CAN NOT BE USED TO APPLY FOR A STREET OPENING PERMIT. ALL PERMIT APPLICATIONS MUST BE FILLED OUT AT THE DEPARTMENT OF PUBLIC WORKS IN THE ENGINEERING DIVISION.

Attachment #2: Typical Street Replacement Detail



TOWN OF NATICK, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION

75 WEST STREET NATICK, MA 01760

Attachment #2

Detail Name:
STREET REPLACEMENT DETAIL

Date Last Updated:
MARCH 26, 2007

Attachment #3: Typical Insurance Certificate

ACORD™ CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY)	
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED			INSURERS AFFORDING COVERAGE		NAIC #
			INSURER A:		
			INSURER B:		
			INSURER C:		
			INSURER D:		
		INSURER E:			

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;"><input type="checkbox"/> WC STATU-TORY LIMITS</td> <td style="width: 40%;"><input type="checkbox"/> OTH-ER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE \$</td> </tr> <tr> <td colspan="2">DISEASE - POLICY LIMIT \$</td> </tr> </table>	<input type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$		E.L. DISEASE - EA EMPLOYEE \$		DISEASE - POLICY LIMIT \$	
<input type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER													
E.L. EACH ACCIDENT \$														
E.L. DISEASE - EA EMPLOYEE \$														
DISEASE - POLICY LIMIT \$														
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS														

CERTIFICATE HOLDER <div style="text-align: center;"> Town of Natick 13 Central Avenue Natick, MA 01760 </div> Certificate Holder is additional insured	CANCELLATION <small>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</small> AUTHORIZED REPRESENTATIVE
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Attachment #4: Trench Permit

Town of Natick
Department of Public Works
75 West Street
Natick, MA 01760
Phone (508) 647-6550
FAX (508) 647-6560

Permit Number _____
Date Issued _____
Expiration Date _____

TRENCH PERMIT
Pursuant to G.L. c. 82A §1 and 520 CMR 7.00 et seq.(as amended)

THIS PERMIT MUST BE FULLY COMPLETED PRIOR TO CONSIDERATION

Name of Applicant			Phone		Cell
Street Address					
City/Town	MA	ZIP			
Name of Excavator (if different from applicant)			Phone		Cell
Street Address					
City/Town	MA	ZIP			
Name of Owner(s) of Property			Phone		Cell
Street Address					
City/Town	MA	ZIP			
Other Contact			Permit Fee Received No () Yes ()		
Description, location and purpose of proposed trench: Please describe the exact location of the proposed trench and its purpose (include a description of what is (or is intended) to be laid in proposed trench (eg; pipes/cable lines etc..) Please use reverse side if additional space is needed.					
Insurance Certificate #:					
Name and Contact Information of Insurer:					
Policy Expiration Date:					

Attachment #4: Trench Permit (Cont'd)

Dig Safe #:	
Name of Competent Person (as defined by 520 CMR 7.02):	
Massachusetts Hoisting License #	
License Grade:	
Expiration Date:	

BY SIGNING THIS FORM, THE APPLICANT, OWNER, AND EXCAVATOR ALL ACKNOWLEDGE AND CERTIFY THAT THEY ARE FAMILIAR WITH, OR, BEFORE COMMENCEMENT OF THE WORK, WILL BECOME FAMILIAR WITH, ALL LAWS AND REGULATIONS APPLICABLE TO WORK PROPOSED, INCLUDING OSHA REGULATIONS, G.L. c. 82A, 520 CMR 7.00 et seq., AND ANY APPLICABLE MUNICIPAL ORDINANCES, BY-LAWS AND REGULATIONS AND THEY COVENANT AND AGREE THAT ALL WORK DONE UNDER THE PERMIT ISSUED FOR SUCH WORK WILL COMPLY THEREWITH IN ALL RESPECTS AND WITH THE CONDITIONS SET FORTH BELOW.

THE UNDERSIGNED OWNER AUTHORIZES THE APPLICANT TO APPLY FOR THE PERMIT AND THE EXCAVATOR TO UNDERTAKE SUCH WORK ON THE PROPERTY OF THE OWNER, AND ALSO, FOR THE DURATION OF CONSTRUCTION, AUTHORIZES PERSONS DULY APPOINTED BY THE MUNICIPALITY TO ENTER UPON THE PROPERTY TO MONITOR AND INSPECT THE WORK FOR CONFORMITY WITH THE CONDITIONS ATTACHED HERETO AND THE LAWS AND REGULATIONS GOVERNING SUCH WORK.

THE UNDERSIGNED APPLICANT, OWNER AND EXCAVATOR AGREE JOINTLY AND SEVERALLY TO REIMBURSE THE MUNICIPALITY FOR ANY AND ALL COSTS AND EXPENSES INCURRED BY THE MUNICIPALITY IN CONNECTION WITH THIS PERMIT AND THE WORK CONDUCTED THEREUNDER, INCLUDING BUT NOT LIMITED TO ENFORCING THE REQUIREMENTS OF STATE LAW AND CONDITIONS OF THIS PERMIT, INSPECTIONS MADE TO ASSURE COMPLIANCE THEREWITH, AND MEASURES TAKEN BY THE MUNICIPALITY TO PROTECT THE PUBLIC WHERE THE APPLICANT OWNER OR EXCAVATOR HAS FAILED TO COMPLY THEREWITH INCLUDING POLICE DETAILS AND OTHER REMEDIAL MEASURES DEEMED NECESSARY BY THE MUNICIPALITY.

THE UNDERSIGNED APPLICANT, OWNER AND EXCAVATOR AGREE JOINTLY AND SEVERALLY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE MUNICIPALITY AND ALL OF ITS AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY, CAUSES OR ACTION, COSTS, AND EXPENSES RESULTING FROM OR ARISING OUT OF ANY INJURY, DEATH, LOSS, OR DAMAGE TO ANY PERSON OR PROPERTY DURING THE WORK CONDUCTED UNDER THIS PERMIT.

APPLICANT SIGNATURE

_____ **DATE** _____

EXCAVATOR SIGNATURE (IF DIFFERENT)

_____ **DATE** _____

OWNER'S SIGNATURE (IF DIFFERENT)

_____ **DATE:** _____

For City/Town use -- Do not write in this section	
PERMIT APPROVED BY PERMITTING AUTHORITY Date CONDITIONS OF APPROVAL 	\$_____ Application Fee

Attachment #4: Trench Permit (Cont'd)

CONDITIONS AND REQUIREMENTS PURSUANT TO G.L.C.82A AND 520 CMR 7.00 et seq. (as amended)

By signing the application, the applicant understands and agrees to comply with the following:

- i. No trench may be excavated unless the requirements of sections 40 through 40D of chapter 82, and any accompanying regulations, have been met and this permit is invalid unless and until said requirements have been complied with by the excavator applying for the permit including, but not limited to, the establishment of a valid excavation number with the underground plant damage prevention system as said system is defined in section 76D of chapter 164 (DIG SAFE);
- ii. Trenches may pose a significant health and safety hazard. Pursuant to Section 1 of Chapter 82 of the General Laws, an excavator shall not leave any open trench unattended without first making every reasonable effort to eliminate any recognized safety hazard that may exist as a result of leaving said open trench unattended. Excavators should consult regulations promulgated by the Department of Public Safety in order to familiarize themselves with the recognized safety hazards associated with excavations and open trenches and the procedures required or recommended by said department in order to make every reasonable effort to eliminate said safety hazards which may include covering, barricading or otherwise protecting open trenches from accidental entry.
- iii. Persons engaging in any in any trenching operation shall familiarize themselves with the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CFR 1926.650 et.seq., entitled Subpart P "Excavations".
- iv. Excavators engaging in any trenching operation who utilize hoisting or other mechanical equipment subject to chapter 146 shall only employ individuals licensed to operate said equipment by the Department of Public Safety pursuant to said chapter and this permit must be presented to said licensed operator before any excavation is commenced;
- v. By applying for, accepting and signing this permit, the applicant hereby attests to the following: (1) that they have read and understands the regulations promulgated by the Department of Public Safety with regard to construction related excavations and trench safety; (2) that he has read and understands the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CMR 1926.650 et.seq., entitled Subpart P "Excavations" as well as any other excavation requirements established by this municipality; and (3) that he is aware of and has, with regard to the proposed trench excavation on private property or proposed excavation of a city or town public way that forms the basis of the permit application, complied with the requirements of sections 40-40D of chapter 82A.
- vi. This permit shall be posted in plain view on the site of the trench.

For additional information please visit the Department of Public Safety's website at www.mass.gov/dps

Attachment #4: Trench Permit (Cont'd)

Summary of Excavation and Trench Safety Regulation (520 CMR 14.00 et seq.)

This summary was prepared by the Massachusetts Department of Public Safety pursuant to G.L.c.82A and does not include all requirements of the 520 CMR 14.00. To view the full regulation and G.L.c.82A, go to www.mass.gov/dps. Pursuant to M.G.L. c. 82, § 1, the Department of Public Safety, jointly with the Division of Occupational Safety, drafted regulations relative to trench safety. The regulation is codified in section 14.00 of title 520 of the Code of Massachusetts Regulations. The regulation requires all excavators to obtain a permit prior to the excavation of a trench made for a construction-related purpose on public or private land or rights-of-way. All municipalities must establish a local permitting authority for the purpose of issuing permits for trenches within their municipality. Trenches on land owned or controlled by a public (state) agency requires a permit to be issued by that public agency unless otherwise designated.

In addition to the permitting requirements mandated by statute, the trench safety regulations require that all excavators, whether public or private, take specific precautions to protect the general public and prevent unauthorized access to unattended trenches. Accordingly, unattended trenches must be covered, barricaded or backfilled. Covers must be road plates at least ¾" thick or equivalent; barricades must be fences at least 6' high with no openings greater than 4" between vertical supports; backfilling must be sufficient to eliminate the trench. Alternatively, excavators may choose to attend trenches at all times, for instance by hiring a police detail, security guard or other attendant who will be present during times when the trench will be unattended by the excavator.

The regulations further provide that local permitting authorities, the Department of Public Safety, or the Division of Occupational Safety may order an immediate shutdown of a trench in the event of a death or serious injury; the failure to obtain a permit; or the failure to implement or effectively use adequate protections for the general public. The trench shall remain shutdown until re-inspected and authorized to re-open provided, however, that excavators shall have the right to appeal an immediate shutdown. Permitting authorities are further authorized to suspend or revoke a permit following a hearing. Excavators may also be subject to administrative fines issued by the Department of Public Safety for identified violations.

Attachment #4: Trench Permit (Cont'd)

Summary of 1926 CFR Subpart P -OSHA Excavation Standard

This is a worker protection standard, and is designed to protect employees who are working inside a trench. This summary was prepared by the Massachusetts Division of Occupational Safety and not OSHA for informational purposes only and does not constitute an official interpretation by OSHA of their regulations, and may not include all aspects of the standard.

For further information or a full copy of the standard go to www.osha.gov.

- **Trench Definition per the OSHA standard:**
 - An excavation made below the surface of the ground, narrow in relation to its length.
 - In general, the depth is greater than the width, but the width of the trench is not greater than fifteen feet.
- **Protective Systems** to prevent soil wall collapse are always required in trenches deeper than 5', and are also required in trenches less than 5' deep when the competent person determines that a hazard exists. Protection options include:
 - Shoring. Shoring must be used in accordance with the OSHA Excavation standard appendices, the equipment manufacturer's tabulated data, or designed by a registered professional engineer.
 - Shielding (Trench Boxes). Trench boxes must be used in accordance with the equipment manufacturer's tabulated data, or a registered professional engineer.
 - Sloping or Benching. In Type C soils (what is most typically encountered) the excavation must extend horizontally 1 ½ feet for every foot of trench depth on both sides, 1 foot for Type B soils, and ¾ foot for Type A soils.
 - A registered professional engineer must design protective systems for all excavations greater than 20' in depth.
- **Ladders** must be used in trenches deeper than 4'.
 - Ladders must be inside the trench with workers at all times, and located within 25' of unobstructed lateral travel for every worker in the trench.
 - Ladders must extend 3' above the top of the trench so workers can safely get onto and off of the ladder.
- **Inspections** of every trench worksite are required:
 - Prior to the start of each shift, and again when there is a change in conditions such as a rainstorm.
 - Inspections must be conducted by the competent person (see below).
- **Competent Person(s) is:**
 - Capable (i.e., trained and knowledgeable) in identifying existing and predictable hazards in the trench, and other working conditions which may pose a hazard to workers, and
 - Authorized by management to take necessary corrective action to eliminate the hazards. Employees must be removed from hazardous areas until the hazard has been corrected.
- **Underground Utilities** must be:
 - Identified prior to opening the excavation (e.g., contact Dig safe).
 - Located by safe and acceptable means while excavating.
 - Protected, supported, or removed once exposed.
- **Spoils** must be kept back a minimum of 2' from the edge of the trench.
- **Surface Encumbrances** creating a hazard must be removed or supported to safeguard employees. Keep heavy equipment and heavy material as far back from the edge of the trench as possible.
- **Stability of Adjacent Structures:**
 - Where the stability of adjacent structures is endangered by creation of the trench, they must be underpinned, braced, or otherwise supported.
 - Sidewalks, pavements, etc. shall not be undermined unless a support system or other method of protection is provided.
- **Protection from water accumulation hazards:**
 - It is not allowable for employees to work in trenches with accumulated water. If water control such as pumping is used to prevent water accumulation, this must be monitored by the competent person.
 - If the trench interrupts natural drainage of surface water, ditches, dikes or other means must be used to prevent this water from entering the excavation.
- **Additional Requirements:**
 - For mobile equipment operated near the edge of the trench, a warning system such as barricades or stop logs must be used.
 - Employees are not permitted to work underneath loads. Operators may not remain in vehicles being loaded unless vehicles are equipped with adequate protection as per 1926.601(b)(6).
 - Employees must wear high-visibility clothing in traffic work zones.
 - Air monitoring must be conducted in trenches deeper than 4' if the potential for a hazardous atmosphere exists. If a hazardous atmosphere is found to exist (e.g., O₂ <19.5% or >23.5%, 20% LEL, specific chemical hazard), adequate protections shall be taken such as ventilation of the space.
 - Walkways are required where employees must cross over the trench. Walkways with guardrails must be provided for crossing over trenches > 6' deep.
 - Employees must be protected from loose rock or soil through protections such as scaling or protective barricades

EFFECTIVE DATE: February 9, 2009

BY: Martha White
Martha White
Town Administrator

[Signature]

[Signature]
Kurtne Van Amstel

[Signature]

BOARD OF SELECTMEN



One NSTAR Way
Westwood, Massachusetts 02090

04/28/17

Fee:

Eversource Energy (Gas Company) hereby applies to:

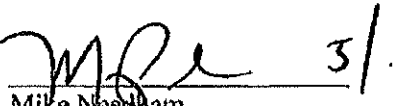
The Department of Public Works for the Town of **NATICK**, Massachusetts,
pursuant to the provisions of Section 70 of Chapter 164 of the General Laws of the
Commonwealth of Massachusetts, for permission to dig up and open the street at:
13 Oak Knoll Rd

DESCRIPTION: Installing Gas Service

OPENING REQUIRED: 6' x 4' x 2.5'

DIGSAFE: 20171715910

BY:

 3/
Mike Needham
Manager, Distribution Department
157 Cordaville Road
Southborough, MA 01772

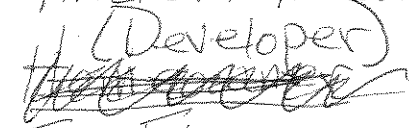
Permission is hereby granted to Eversource Gas Co. 157 Cordaville Road, Southborough, and MA
pursuant to the provision of Section 70 of Chapter 164 of the General Laws of the Commonwealth of
Massachusetts and the by-laws of the above mentioned town to dig up and open ground at the above
location.

SIGNED:

DENIED

5/13/17

Melissa Cote

MILFORD INVESTMENTS, LLC
(Developer)


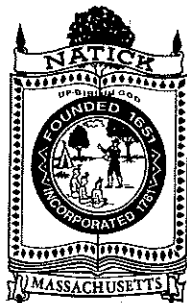
Jim Fletcher

13 Oak Knoll Rd

508-380-3090

5/15/17

On No Dig
moratorium
until 12/31/2020



TOWN OF NATICK DPW ENGINEERING DIVISION

M E M O

DATE: MAY 8, 2017

TO: BOARD OF SELECTMEN

FROM: JOHN DIGIACOMO, P.E. - ASSISTANT TOWN ENGINEER

RE: PETITION - STREET OPENING #13 OAK KNOLL ROAD

Please be advised that Oak Knoll Road is still within the 5 year street opening moratorium period as described in the Rules and Specifications Regulating Street Openings. The moratorium period for Oak Knoll Road expires on 12/31/2020. The Board may wish to waive the moratorium period if it is determined that the request to connect to Eversource Gas is an emergency condition, as described in the street opening rules and regulations.

This request will involve a trench cut within the travelled way from the petitioner. Should the Board vote favorably on this request then I would recommend that as a condition of the street opening that Eversource Gas is required to directional drill the gas service under Oak Knoll Road to the maximum length possible. Any trenches within the travelled way of Oak Knoll Road shall be saw cut, backfilled with excavatable controlled density fill, and trench patched to the requirements of the DPW. Further, the street opening permit must be issued before November 1st with all work completed before November 15th.



Patricia O'Neil <poneil@natickma.org>

Street Opening Permit No-Dig Moratorium - Process Improvements

1 message

Jeremy Marsette <jmarsette@natickma.org>

Wed, May 10, 2017 at 1:11 PM

To: Martha White <mwhite@natickma.org>, Donna Donovan <ddonovan@natickma.org>, Patricia O'Neil <poneil@natickma.org>, "Bill Chenard," <chenard@natickma.org>, Jonathan Freedman <jfreedman@natickma.org>

Cc: John Digiacoia <jdigiacoia@natickma.org>, James Errickson <jerrickson@natickma.org>, Robert LeFrancois <robertl@natickma.org>, Kathy Lentini <klentini@natickma.org>, Tom Hladick <thladick@natickma.org>

Martha,

Per your request the Department of Public Works has discussed and developed some ideas and recommendations to help ensure that the Street Opening Moratorium is working as smoothly as possible. Please note that the moratorium is defined and specified on pages 4 and 15 of the Board of Selectmen's Rules and Specifications on Street Openings.

- Work with the IT Department to incorporate Street Opening Permits into the MuniCity Permit Software. This is the software used by the Building Department to issue building permits. This would help consolidate permit tracking. It's envisioned that the listing of moratorium streets would be included in MuniCity so that building permits and street opening permits would automatically be flagged if on one of these roadways.
- In addition to the current outreach the Department conducts in the lead up to roadway work, we would include an informational door hanger that would be delivered to all project abutters the year (or more) before a project is constructed. This door hanger would coincide with the typical water/sewer service repairs that are conducted a year (minimum) in advance of roadway work. The door hanger would include a brief summary of the service repair work, roadway work, and information about the no-dig moratorium.
- The Department will add a current listing of moratorium roadways to the Engineering Division's website. This information is already available at the Engineering Division's customer service counter. It will also be provided for posting at the Building Department.
- Work with the Building Department to add a one page educational pamphlet to the building permit application package detailing what information is needed if a street opening is to be proposed. If a street opening is to be proposed (As in the case of a gas permit), it MUST be noted in the application and on the plans. Work with the Building Department to help educate them on what issues the Public Works Department may look for in the building permit review process particularly in regards to street openings.
- We have been working with the Town's Communications Officer/Web Master to include a capital projects web page/map on the Department's web site. This could include not only current but future work. It's envisioned that this map would include all of the department's projects (water, sewer, roadway, etc) including project locus, descriptions, schedule, and contact information.
- The Town's Five Year Roadway Improvements Plan, as endorsed by the Selectmen, is currently available on the Engineering Division's web page. This plan is formally provided each year to all of the utility companies servicing Natick. It is intended and communicated with these companies that they should use the five year plan to coordinate their work and to use it to market potential customers. We will reinforce this intent with the utility companies and work with them on any ideas in which we may leverage communications to project abutters.
- To ease the frustration and acknowledge the value of new pavement, some local communities assess an "Extended Maintenance Fee" for roadway cuts in reconstructed pavement less than five years old. The younger the pavement, the higher the fee. Please find the attached samples from

the Town of Wellesley. If assessed these fees could be placed in a revolving fund and the revenues used to supplement roadway resurfacing projects.

We look forward to working with the Board of Selectmen and the Building Department on these improvements.

Thanks,
Jeremy

--

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

2 attachments



Wellesely SOP Policy Extract - ExtMaintFee.pdf
574K



Wellesley trench_excavations_app.pdf
258K

EE. Restoration by Town - Costs

In the event that the permittee is unable to successfully perform a permanent restoration to a street cut or excavation, upon the approval of the Director, the Town, shall perform the permanent restoration.

The permittee shall pay to the Town the total cost of the work based upon the actual cost of the restoration as performed by the Town..

If any charge so made by the Town remains unpaid thirty (30) days after the invoice date, no new permits for any excavation shall be issued to said permittee until the payment is made. If payment is not made, the Director shall be authorized to draw upon the certified bank check account as may be necessary to pay for the costs incurred by the Town, including administrative costs, to perform work. No new Street Occupancy Permits shall be issued to a permittee until the full amount of the certified bank check is restored.

FF. Extended Maintenance Fee - New Pavement

- (a) No newly constructed or reconstructed pavement less than five (5) years old will be cut into except in cases of emergency, in which case an extended maintenance fee will be charged for cuts in newly paved streets as follows:

New pavement, 12 months or less – (\$2,500.00);

13 months to 24 months old – (\$2,000.00);

25 months to 36 months old – (\$1,500.00);

37 months - (\$1,000.00);

49 months to 60 months old – (\$750.00);

61 months or older – standard permit fee

- (b) The extended maintenance fee shall be waived for public and private utilities in all cases where the Town has not provided a minimum advance notice of sixty (60) days of the street improvement work to them so that they can complete all necessary work prior to the street improvement. After receiving the advance notice, the permittee may request a sixty (60) day extension if extensive work is necessary.

- (c) If a newly constructed roadway requires excavation due to an emergency, the following items will be required:

The trench shall be filled with Controlled Density Fill (CDF). The CDF must be batched at a concrete plant, must be flowable, require no vibrating, and the finished product must be excavatable without the use of power tools.

After the excavation work has been completed in accordance with the Town's specifications, the permittee shall restore the paved area as specified by the Director. The

pavement restoration requires cold planing and overlay of the entire frontage, from curb to curb, of the lot where the excavation is performed. For example, if the lot has a frontage of 50-feet, the area to be cold planed and overlay is 50-feet by the entire width of roadway. The joints shall be sealed with emulsion seal and sand cover. There shall be a smooth transition from existing pavement to new pavement.

SECTION III - STREET OR SIDEWALK OBSTRUCTIONS

Street Occupancy Permits – Non Excavation to place material, equipment, or obstruction in a public way.

A. Permit Required

No person shall use any portion of a public way to place material, equipment, or obstruction without prior approval from the Chief of Police and without first obtaining a permit to do so from the Board of Public Works, pursuant to Town Bylaw, Article 49, Police Regulations Section 49.11 which provides in full as follows: No person shall use any portion of any street which the Town is obliged to keep in repair for the purpose of placing building materials containers or rubbish or moving a building on either the sidewalk or roadway without a permit from the Board of Public Works. No person to whom such a permit is issued shall fail to comply with the conditions thereof. Application for such permit shall be made to the Board of Public Works. The Board of Public Works may by vote grant such permit to be in force for a period they may designate, not exceeding ninety (90) days, upon condition that during the whole of every night, from sunset until sunrise, warning lights shall be so placed as to warn travelers of the presence of the obstruction and upon such further conditions as the Board of Public Works may by vote determine. The Board of Public Works may require that a bond be furnished to secure the performance of the provisions of this section. A copy of said vote certified by the Secretary or Clerk of the Board of Public Works shall forthwith be transmitted to the Chief of Police.

B. Insurance

Insurance requirements shall be as defined in Section II - Street Excavations, B Insurance.

C. Bond

Non- Excavation Work (Driveway overlay, scaffolding, dumpster, etc.)

The issuance of a permit shall be conditional upon the permittee filing with the Department of Public Works a satisfactory bond of a Surety Company authorized to do business in the Commonwealth of Massachusetts or a certified bank check in the sum of one thousand dollars (\$1,000), conditioned substantially that the applicant shall faithfully perform said work in all respects.

Board of Public Works “Rules and Specifications Regulating Street Excavations, Obstructions and Driveway Aprons” details permit requirements and application procedures.

Department of Public Works “Construction Requirements for the Installation and/or Repair of Underground Facilities and Paving in the Public Way” details definitive construction specifications.

Board of Selectman “Policy – Driveways and Curb Cuts” specifically governs policy and procedures for location or relocation of driveway aprons and curb cuts in the public right-of-way.

Board of Public Works – “Rules and Specifications, Regulating Street Excavations, Obstructions and Driveway Aprons” Section II – CC entitled “Extended Maintenance Fee – New Pavement” of Board of Public Works “Rules and Specifications Regulating Street Excavations, Obstructions and Driveway Aprons” requires a permit applicant to pay an extended maintenance fee when an excavation will be made in a newly constructed or newly resurfaced pavement. The Director of Public Works may waive the extended maintenance fee in special instances.

Section V – B entitled “Permit and Fees” of the Board of Public Works “Rules and Specifications Regulating Street Excavations, Obstructions and Driveway Aprons” details fees for filing applications, excavations, street or sidewalk obstructions and driveway aprons.

Extended Maintenance Fee – New Pavement

No newly constructed or reconstructed pavement less than sixty (60) months old will be cut into except in case of emergency, in which case an extended maintenance fee will be charged for cuts in newly paved streets.

The extended maintenance fee shall be waived for public and private utilities in all cases where the Town has not provided a minimum advance notice of sixty (60) days of the street improvement work to them so that they can complete all necessary work prior to the street improvement. After receiving the advance notice, the permittee may request a sixty (60) day extension if extensive work is necessary

If a newly constructed roadway requires excavation due to an emergency, the following items will be required:

- a. the trench shall be filled with Controlled Density Fill (CDF).
- b. After excavation work has been completed in accordance with the Town’s specifications, the permittee shall restore the paved area by cold planning and overlay of the entire frontage, from curb to curb, of the lot where the excavation is performed.

(5)

PERMIT FEES

Application Fee (*All Permits Private/Public*) \$150

Excavations – Inspection & Maintenance Fee

150 sq. ft. or less \$185
Each additional 150 sq. ft. \$35

Non Excavating Street or Sidewalk Obstruction

Per Day \$25
Per Month \$200

Moving Building

Minimum Payment \$3,000

Driveways/Aprons

New, Reconstruction or Enlargement
Residential \$65
Commercial \$185

Resurfacing Existing Driveway

Each Driveway \$15
Annual Permit \$135

Coring or Shut Off Holes

Up to 5 Corings \$15
6 Corings or Greater \$35
Shut off holes (*Each*) \$35

Extended Maintenance Fee – New Pavement

0 – 12 Months Old \$2,500
13 – 24 Months Old \$2,000
25 – 36 Months Old \$1,500
37 – 48 Months Old \$1,000
49 – 60 Months Old \$750
61 Months or Older Standard Permit Fee

There shall be no permit fee for that work being done by a contractor performing or accommodating a Town construction contract.

Penalties

Failure to obtain a Street Occupancy Permit as required in the regulations “*Utility and Work in Public Way Rules and Specifications Regulating Street and Trench Excavations, Obstructions and Driveway Aprons*” before commencing the work or, having obtained a permit, failure to comply with the regulations, shall be subject to a fine not exceeding \$50 for each offense. Each day in which the violation continues shall constitute a separate offense. The Director reserves the right to suspend or revoke Street Occupancy Permits at any time. Three documented incidents of poor quality work or failure to comply with these regulations shall result in the suspension of the privilege to work within the public way for one year.

(6)

PUBLIC/PRIVATE TRENCH EXCAVATIONS & WORK IN THE PUBLIC WAY



Town of Wellesley Department of Public Works

20 Municipal Way
Wellesley, Massachusetts 02481
(781) 235-7600 x 3319
www.wellesleyma.gov

Prepared by: Town of Wellesley, DPW
Engineering Division

May 15, 2009
(Revised January 17, 2017))

Why permits are necessary?

Working in the right-of-way or private property without knowing the rules and regulations could result in damage to gas lines, telephone lines, television cables, streetlights or other utility lines risking both lives and property.

Permits require that individuals performing work in the right-of-way or private property be properly insured against personal injury and property damage.

They ensure that work is being done in accordance with all Town of Wellesley specifications, codes and requirements, thereby providing for proper restoration of public property.

They help coordinate schedules among numerous agencies and individuals so that they do not attempt to perform work at the same location at the same time.

Permits provide a record of who performed what kind of work and where (in case problems are discovered after work has been completed).

They ensure that vehicular and pedestrian traffic are adequately maintained or provide for in order to guarantee public safety.

Permits are required to prevent unauthorized access by the general public to unattended trenches (Jackie's Law).

Permits from the Board of Public Works are required for:

- Any type of excavation in the public right-of-way such as installing, repairing or replacing water services, sewer laterals or any type of underground utilities, etc. (*Water and sewer utilities shall be placed in separate trenches (ten feet apart) in accordance with Mass DEP Guidelines.*)
- Any subsurface excavation on private property greater than 3' in depth, and is 15' or less between soil walls as measured from the bottom.
- Repairing or replacing any sidewalk in the public right-of-way.
- Resurfacing, widening or closing in an existing driveway.
- Installing a new driveway or walkways.
- Installing, replacing or removing street curbing.
- Storing materials, dumpsters or equipment in the public right-of-way.
- Parking any heavy equipment such as cranes in a public street.
- Moving any oversized vehicles or overweight equipment or loads on public streets.
- Moving a building on public streets.
- Installing a new street, which will become officially dedicated to the town upon completion.
- Installing or placing planters or other decorative ornaments in the public right-of-way.

(2)

To obtain a Street Occupancy Permit, you must pay the permit fee and submit:

1) Excavation Work (Public Way)

A certified bank check with the Department of Public Works in the amount of one thousand dollars (\$1,000) for driveway permits and five thousand dollars (\$5,000) for excavation permits. The certified bank check shall be paid to the order of the Town of Wellesley – DPW. All certified bank checks will be deposited in a Street Occupancy Permit Account for a period of two years for driveway permits and 5 years for excavation permits.

Non-Excavation Work (Public Way)

A satisfactory bond of a surety company authorized to do business in the Town of Wellesley in the sum of one thousand dollars (\$1000), condition substantially that the applicant shall faithfully perform said work in all respects, for non-excavating work that may result in damage to pavement, sidewalks, curbing or any other portion of the public way.

- 2) Insurance under which the Town shall be named as an assured, carried with an insurance company licensed to write such insurance in the Commonwealth of Massachusetts. See copy of Town's Insurance Requirements.

A. Worker's Compensation

1. Statutory State – Massachusetts
2. Coverage Limit \$100,000 each employee
3. Additional Endorsements
 - a. Voluntary Compensation

B. General Liability (Comprehensive Form of Policy)

1. Limits of Liability
 - a. Bodily Injury and Property Damage - Combined Single Limit of \$1,000,000 with a \$2,000,000 Annual Aggregate Limit. The Town should be named as "Additional Insured."
 - b. Property Damage
2. Arrangement of Coverage
 - a. Premises Operations
 - b. Products – Completed Operations
 - c. Owners & Contractors Protective
 - d. Explosion, Collapse and Underground
 - e. Broad Form Comprehensive General Liability endorsement or equivalent (to include Broad Form Contractual, Personal Injury, Broad Form Property Damage, Incidental Malpractice, etc.).
 - f. Cross Liability

C. Umbrella

Limit of Liability: \$2,000,000 (minimum) occurrence, \$2,000,000/aggregate. The Town should be named as "Additional Insured."

(3)

D. Automobile Liability (Comprehensive Form of Policy)

1. Limits of Liability
 - a. Bodily Injury and Property Damage and Combined Single Limit of \$1,000,000
The Town should be named as "Additional Insured."
2. Arrangement of Coverage
 - a. Employer Non-Owned
 - b. Hired Car
 - c. All Owned or Leased Vehicles

All policies shall provide the Town of Wellesley fifteen (15) days notice of cancellation, non-renewal or material change. Certificates are to evidence notice. Certificate wording to the effect that carriers will "endeavor to" provide notice and failure to provide notice "shall not impose liability or obligation" are not acceptable.

- 3) Scaled drawings, plans of the property and the area of proposed work (depending on the type of permit applied for).
- 4) The appropriate fee for the type of work to be performed.
- 5) Erosion and sedimentation control plan at all excavation sites

To obtain a Trench Excavation Permit on Private Property, you must pay the permit fee and submit:

Certificate of insurance with general liability coverage of \$100,000 per person and \$300,000 per claim or provide evidence of self-insurance in equal amounts.

For additional information on Trench Excavation Permits, please visit the Department of Public Safety's website at www.mass.gov/dps.

Additional Requirements

Permit applicants planning on doing work in the Town of Wellesley for the first time will also be required to submit:

- a. At least 3 letterhead references
- b. Copy of their Class B or C Hoist Engineer's License
- c. List of available equipment.

References should be from various municipalities where the applicant has done similar work and successfully completed in the past three years. All existing contractors and excavators will be responsible to resubmit an updated copy of their hoisting license and certificate of insurance.

General Information

All contractors must contact the Engineering Division a minimum of 72 hours before work begins (excluding weekends and holidays). When working within 25 feet of any public shade tree, the Park & Tree Division must be notified at 781-235-7600 ext. 3335.

(4)



Patricia O'Neil <poneil@natickma.org>

Street Opening Rules and Specifications - Additional Information

1 message

Jeremy Marsette <jmarsette@natickma.org>

Mon, May 15, 2017 at 3:53 PM

To: Martha White <mwhite@natickma.org>, Jonathan Freedman <jfreedman@natickma.org>, Patricia O'Neil <poneil@natickma.org>, "Bill Chenard," <chenard@natickma.org>

Jon,

The current "Rules and Specifications Regulating Street Openings Town of Natick, Massachusetts" were adopted on March 9, 1998 with latest Amendments dating February 9, 2009. According to the the Town Natick Charter and Bylaws (as enabled by Massachusetts General Law) the Board of Selectmen function as the Roadway Commissioners. Accordingly, they may adopt policies, regulations and standards on the use and construction of roadways.

The "Street Opening Moratorium" is defined solely in the Rules and Specifications adopted by the Board of Selectmen. The definition may be found on page 4 of the Board's rules along with the definition for "Emergency". The Moratorium is further explained on page 15 of the Rules.

The Rules as they are currently written do not explicitly allow for "waivers" nor do they outline a procedure for obtaining said waivers. However at its discretion, the Board may change, modify, rescind, replace (or other) the adopted Rules and Specifications. It has been past practice to term the case-by-case application of the moratorium as a "waiver of the moratorium period". These "waivers" have been brought before the Selectmen for consideration.

Please note that Street Opening requests on recently paved roads that, in the determination of the Engineering Division, meet the definition of "Emergency" are issued with increased restoration requirements as allowed by the Board's Rules.

The current Rules do specifically allow Street Openings, "in cases where during the 5th year of the moratorium a homeowner desires to connect to a natural gas line for home heating purposes."

Please let me know if I can help with any additional questions.

Thanks,
Jeremy

--

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

ITEM TITLE: Review Board of Selectmen Committee Assignments

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Committee Assignments Effective 5/1/17	5/9/2017	Cover Memo



Board of Selectmen Committees

Effective May 1, 2017

Committee	Member 1	Member 2
Affordable Housing Trust Board	Sue Salamoff	
Audit Advisory Committee	Jon Freedman	
Cochituate Rail Trail Advisory Committee	Josh Ostroff (BOS Rep)	
Community Development Advisory Committee	Sue Salamoff	
Economic Development Committee	Rick Jennett	
Facilities Management Committee	Amy Mistrot	
Financial Planning	Jon Freedman	Amy Mistrot
Golden Triangle/Exit 13 Study Committee		
Kennedy Middle School Building Committee	Jon Freedman	
Lookout Farm Advisory Committee	Mike Hickey	
Mass Area Planning Council (w/Alternate)	James Errickson	Josh Ostroff (Alternate)
MetroWest Regional Collaborative	Rick Jennett	
MetroWest Regional Transit Authority	James Errickson	
Natick Center Associates	Susan Salamoff	
Natick Together for Youth	Amy Mistrot	
Parking Advisory Committee	Rick Jennett	
Rink Oversight Committee	Amy Mistrot	
West Natick Fire Station Building Committee	Mike Hickey	
Zoning Bylaw Rewrite Oversight Committee	Mike Hickey	

ITEM TITLE: Board of Selectmen Office Hours Schedule

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Office Hours 5/2017-3/2018	5/9/2017	Cover Memo

BOARD OF SELECTMEN OFFICE HOURS SCHEDULE
MAY 2017 – MARCH 2018

1st Thursday of Month – Town Hall 6:00-7:00 p.m.

4th Thursday of Month – Community-Senior Ctr 9:00-10:00 a.m.

May 25, 2017	Mike Hickey	Community-Senior Ctr
June 1, 2017	Jon Freedman	Town Hall
June 22, 2017	Sue Salamoff	Community-Senior Ctr
July 6, 2017	Rick Jennett	Town Hall
July 27, 2017	Amy Mistrot	Community-Senior Ctr
August 3, 2017	Jon Freedman	Town Hall
August 24, 2017	Mike Hickey	Community-Senior Ctr
September 7, 2017	Sue Salamoff	Town Hall
September 28, 2017	Jon Freedman	Community-Senior Ctr
October 5, 2017	Amy Mistrot	Town Hall
October 26, 2017	Rick Jennett	Community-Senior Ctr
November 2, 2017	Jon Freedman	Town Hall
November 23, 2017	Mike Hickey	Community-Senior Ctr

December 7, 2017	Rick Jennett	Town Hall
December 28, 2017	Sue Salamoff	Community-Senior Ctr
January 4, 2018	Amy Mistrot	Town Hall
January 25, 2018	Mike Hickey	Community-Senior Ctr
February 1, 2018	Jon Freedman	Town Hall
February 22, 2018	Sue Salamoff	Community-Senior Ctr
March 1, 2018	Amy Mistrot	Town Hall
March 22, 2018	Rick Jennett	Community-Senior Ctr

5/15/17

ITEM TITLE: Special Town Meeting #1 Warrant Articles 1 & 2

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
2017 Special Town Meeting #1 Warrant	5/1/2017	Cover Memo
Article 1 Q & A	4/28/2017	Cover Memo
Article 1 Memo-J. Errickson	5/15/2017	Cover Memo
Article 1-Proposed Motion	5/15/2017	Cover Memo
Article 1-Before Map	5/15/2017	Cover Memo
Article 1-After Map	5/15/2017	Cover Memo
Article 2 Q & A	4/28/2017	Cover Memo
Article 2 Motion	5/11/2017	Cover Memo
Article 2 Excerpt	5/11/2017	Cover Memo

**WARRANT
2017 SPECIAL TOWN MEETING #1
MAY 9, 2017**

THE COMMONWEALTH 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 Natick High School, Natick on **Tuesday Evening May 9, 2017 at 7:30 PM**, then and there to act on the following Articles:

- Article 1 Amendments to the Town of Natick Zoning By-Law and Zoning Map
- Article 2 Application of Bond Premiums to Project Costs or Other Capital Projects
- Article 3 Amend Zoning By-Laws: Reasonable Regulation of Uses Exempted from Permitting
- Article 4 Home Rule Petition – Cochituate Rail Trail Bridge Sponsorship

**ARTICLE 1
Amendments to the Town of Natick Zoning By-Law and Zoning Map
(Town Administrator)**

To see if the Town will vote to:

- 1) Amend the Town of Natick Zoning Map, as referenced in the Town of Natick Zoning By-Law under Section II-B Location of Districts (Zones) subsection 1, by rezoning from Industrial II (INII) to Highway Mixed Use I (HMI) or other zoning district as appropriate the following properties:
 - a.) Town of Natick Assessors' Map 17, Lot 8, including approximately to the center line of Route 9 to the south [including but not limited to a portion of the property known as 1185 Worcester Street]
 - b.) Town of Natick Assessors' Map 17, Lots 10, 11, 12; Map 25, Lots 252A, 252B, 253, 253A, 253B; and Map 26 Lot 168C; including approximately to the center line of Route 9 to the south [including but not limited to properties known as 1065-1085 Worcester Street]; and including the portion of Lake Cochituate surrounded by these lots;
- 2) Amend the Town of Natick Zoning Map, as referenced in the Town of Natick Zoning By-Law under Section II-B Location of Districts (Zones) subsection 1, by rezoning from Highway Corridor (HC) Overlay District to Regional Center (RC) Overlay District or other overlay district as appropriate, the following properties:
 - a) Town of Natick Assessors' Map 17, Lots 10, 11, and 12; Map 25, Lots 252A, 252B, 253, 253A, 253B; and Map 26 Lot 168C; including approximately to the center line of Route 9 to the south; and including the portion of Lake Cochituate surrounded by these lots;

- 3) Amend the Town of Natick Zoning By-Law, Section III-B (3), (4), and (5) regarding Large Parcels, by amending and/or altering the minimum parcel threshold for Large Parcels;
 - 4) Amend the Town of Natick Zoning By-Law, Section II-B Location of Districts, by deleting and/or amending any or all subsections from subsection 7 to the end of Section II-B;
- or otherwise act thereon.

ARTICLE 2
Application of Bond Premiums to Project Costs or Other Capital Projects
(Town Administrator)

To see if the Town will vote to (i) appropriate the premium paid to the Town upon the sale of bonds issued on April 27, 2017 to pay costs of capital projects and to reduce the amounts appropriated for such projects by the same amount, and (ii) supplement each prior vote of the Town that authorizes the borrowing of money to pay costs of capital projects to provide that, in accordance with Chapter 44, Section 20 of the General Laws, the premium received by the Town upon the sale of any bonds or notes thereunder, less any such premium applied to the payment of the costs of issuance of such bond or notes, may be applied to pay project costs and the amount authorized to be borrowed for each such project shall be reduced by the amount of any such premium so applied; or otherwise act thereon.

ARTICLE 3
Amend Zoning By-Laws: Reasonable Regulation of Uses Exempted from Permitting
(Cathleen Collins et al.)

To see if the Town will vote to amend the Zoning Bylaws including but not limited to adding new sections and/or definitions, and/or amending existing sections and/or definitions and/or applying existing regulations in order to provide for Site Plan Review and reasonable regulations concerning the bulk and height of structures and determining yard size, lot area, setbacks, open space, parking, and building coverage requirements of land, structures, and uses as provided in and/or otherwise exempted from any local permitting and/or local zoning control per Massachusetts General Laws chapter 40A, section 3, the so-called Dover Amendment, relevant case law and/or other State or Federal statute; or otherwise act thereon.

ARTICLE 4
Home Rule Petition – Cochituate Rail Trail Bridge Sponsorships
(Town Administrator)

To see if the Town will vote to authorize the Board of Selectmen to petition the General Court to enact legislation in substantially the following form, provided that the General Court may reasonably vary the form and substance of the requested legislation within the scope of the general public objectives of this petition.

“AN ACT AUTHORIZING THE MUNICIPALITIES OF NATICK AND FRAMINGHAM TO NAME CERTAIN BRIDGES

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. Notwithstanding the provisions of Chapter 85 and Chapter 30B of the General Laws, or any other general or special law to the contrary, the municipalities of Natick and Framingham are authorized to offer, execute agreements for, and receive revenues from the sponsorship of bridges crossing state highways on or along the Cochituate Rail Trail.

SECTION 2. All revenues received from said sponsorships shall be used for open space and/or park purposes.

SECTION 3. All revenues received from said sponsorships of a bridge across Route 9 shall be exclusively for the town of Natick.

SECTION 4. All revenues received from said sponsorships for a bridge across Route 30 shall be evenly divided between the municipalities of Natick and Framingham.

SECTION 5. The form, material and size of signage to be installed within any state layout pursuant to this act are subject to the approval and regulations of the Massachusetts Department of Transportation.

SECTION 6. This act shall take effect upon its passage.”

or otherwise act thereon.

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, TCAN, 14 Summer 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 May 9, 2017; also by causing the titles of the articles on the Warrant for the 2017 Special Town Meeting #1 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 April 24, 2017.

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 18th day of April, 2017.

Board of Selectmen for the Town of Natick

Jonathan Freedman
Chair

Susan G. Salamoff
Vice Chair

Richard P. Jennett, Jr
Clerk

Amy Mistrot
Member

Michael J. Hickey, Jr.
Member

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.

Warrant Article Questionnaire
Non Standard Town Agency Articles

Section III – Questions with Response Boxes – To Be Completed By Petition Sponsor

Article # 1	Date Form Completed: 4/19/17
Article Title:	
Sponsor Name: Town Administrator	Email: mwhite@natickma.org or jerrickson@natickma.org

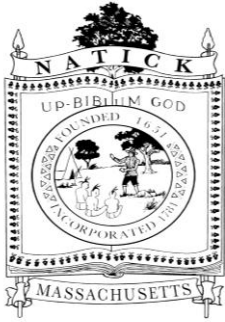
Question	Question																								
1	Provide the article motion exactly as it will appear in the Finance Committee Recommendation Book and presented to Town Meeting for action.																								
Response	Please see attached Draft Motion																								
2	At a summary level and very clearly, what is the proposed purpose and objective of this Warrant Article and the accompanying Motion?																								
Response	<p>The purpose of these proposed zoning amendments are to:</p> <ul style="list-style-type: none"> 1) replace the Industrial II (INII) zoning district with the Highway Mixed Use I (HMI) on certain Worcester St. (RT. 9) lots; 2) replace the Highway Corridor (HC) Overlay District with the Regional Center (RC) Overlay District on Worcester St. (RT. 9) certain lots; 3) Amend the Section III-B (3), (4), and (5) regarding Large Parcels – lower minimum parcel threshold for large parcels from 200,000 square feet to 160,000 square feet; 4) Amend Section II-B Location of Districts to remove all sections including subsection 7 to the end of Section II-B. <p>More detail is provided in the proposed motion, maps, and materials provided.</p>																								
3	Has this article or one of a very similar scope and substance been on a previous Warrant Article and what has been the actions taken by Finance Committee, other Boards or Committees and Town Meeting?																								
Response	<p>No</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 25%;">Warrant Period</th> <th style="width: 25%;">Other Committees</th> <th style="width: 25%;">FinCom Action</th> <th style="width: 25%;">Town Meeting</th> </tr> </thead> <tbody> <tr> <td>FTM 2016</td> <td></td> <td></td> <td></td> </tr> <tr> <td>SATM 2016</td> <td></td> <td></td> <td></td> </tr> <tr> <td>FTM 2015</td> <td></td> <td></td> <td></td> </tr> <tr> <td>SATM 2015</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Prior</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Warrant Period	Other Committees	FinCom Action	Town Meeting	FTM 2016				SATM 2016				FTM 2015				SATM 2015				Prior			
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FTM 2016																									
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Prior																									

Warrant Article Questionnaire
Non Standard Town Agency Articles

	Comments:
4	Why is it required for the Town of Natick and for the Town Agency sponsor(s)?
Response	Per MGL Chapter 40A, Zoning Amendments must be reviewed and approved by Town Meeting. Further, the amendments will encourage a more highly sought after redevelopment of the properties discussed in this article. For more detail, please see materials provided.
5	Does this article require funding, how much, from what source of funds and under whose authority will the appropriation be managed and spent?
Response	No funding required
6	Does this article act in any way in concert with, in support of, or to extend any prior action of Natick Town Meeting, Massachusetts General Laws or CMR's or other such legislation or actions? Does this article seek to amend, rescind or otherwise change any prior action of Natick Town Meeting?
Response	No recent prior action – zoning map and language date back to 1960s, with amendments in the 1980s/90s.
7	How does the proposed motion (and implementation) fit with the relevant Town Bylaws, financial and capital plan, comprehensive Master Plan, and community values as well as relevant state laws and regulations?
Response	The proposed zoning article and map changes were previously discussed at length by the Planning Board and identified as items that needed to be completed to “clean up” the zoning map and zoning bylaw. The need to complete these in a timely manner is in order to support the redevelopment of a soon-to-be vacated/underutilized warehouse property zoned for industrial use. The amendment will encourage higher value, contextually sensitive commercial uses, which are consistent with considerable feedback received/expressed throughout the Natick 2030+ Master Plan process and throughout the Targeted Economic Development Plan work, recently completed by the Economic Development Committee.
8	Who are the critical participants in executing the effort envisioned by the article motion?

Warrant Article Questionnaire
Non Standard Town Agency Articles

Response	Planning Board and Town Meeting – along with private sector investment
9	<p>What steps and communication has the sponsor attempted to assure that:</p> <ul style="list-style-type: none"> • 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
Response	<p>All impacted property owners were contacted by Town staff, are aware and supportive of these proposed zoning map amendments. All were invited to and provided the chance to participate in the process (and some have).</p> <p>Public meetings were held with the Planning Board (including the required public hearings) and Board of Selectmen. Notification was also sent to the Economic Development Committee – all are supportive of the proposed amendments</p>
10	<p>Since submitting the article have you identified issues that weren't initially considered in the development of the proposal?</p>
Response	Only minor language adjustments/technical corrections to the motion.
11	<p>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?</p>
Response	<p>Possible redevelopment of the properties highlighted in the warrant article may not be realized in a timely manner and/or by the current potential future owner - an existing Natick business seeking possible consolidation and substantial expansion of their operations (currently located in Natick and one other Massachusetts community) and development of a 60,000 +/- square foot facility to serve as their east coast headquarters; a Silicon Valley location serves as their main headquarters</p>



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

MEMORANDUM

TO: Martha White, Town Administrator

FROM: Jamie Errickson, Director

DATE: May 15, 2017

RE: **2017 Special Town Meeting #1 Article #1**

Please accept this memo pertaining to the 2017 Special Town Meeting #1 Article #1, a proposed zoning amendment (see attached language and maps) for properties shown on Assessors' Map 17, Lots 10, 11, and 12; Map 25, Lots 252A, 252B, 253, 253A, 253B; and Map 26 Lot 168C. These lots are located along Route 9, near the crossing of the Cochituate Rail Trail, and are currently occupied by an office building of various users, a warehouse building owned by Toolmex, and the Department of Conservation and Recreation (DCR).

The purpose of these proposed zoning amendments are to:

- 1) replace the Highway Corridor (HC) Overlay District with the Regional Center (RC) Overlay District on the above referenced lots;
- 2) Amend Section II-B Location of Districts to remove all sections including and following subsection 7.

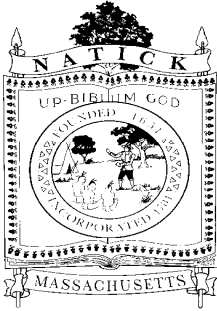
As noted in my memorandum to the Board of from April requesting the scheduling of the Special Town Meeting, these proposed changes have been discussed by members of the Planning Board at various times over the last 2+ years. As recently as this winter, the Planning Board was considering sponsoring these articles for the Spring 2017 Annual Town Meeting, but was unable to sponsor.

Coincidentally, several months ago, representatives of the Toolmex company informed me of their intentions to relocate from their site on Route 9. In discussing the opportunities for future uses of the property with the current property owner, local brokers, and community members, it became apparent that the site, being located within the Highway Corridor Overlay District (HC), did not have the appropriate zoning to accommodate many of the identified uses/users the Town's recently completed Targeted Economic Development Plan seeks to locate in Town. This is largely due to the limitations on scale and type of development allowed within these zoning districts – specifically in regards to the Floor to Area Ratio (FAR) allowed within the HC overlay zoning district.

Over the past several months, further discussions with Toolmex representatives have led to the Town's knowledge of interest in the site from a number of life-science, engineering and technology firms currently located in Natick, which seek to expand and remain in Town. This site is ideal for the expansion of such firms, but for the current zoning of the property. This led to the Board of Selectmen scheduling the Special Town Meeting.

Please note that I have talked with all of the impacted property owners about the proposed zoning amendments and all are supportive of the proposal.

As always, please let me know if you have any questions on this matter.



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

2017 Special Town Meeting #1 Amendments to the Town of Natick Zoning By-Law and Zoning Map Article #1 May 9, 2017

Proposed Motion

Move that the zoning bylaws be amended as follows:

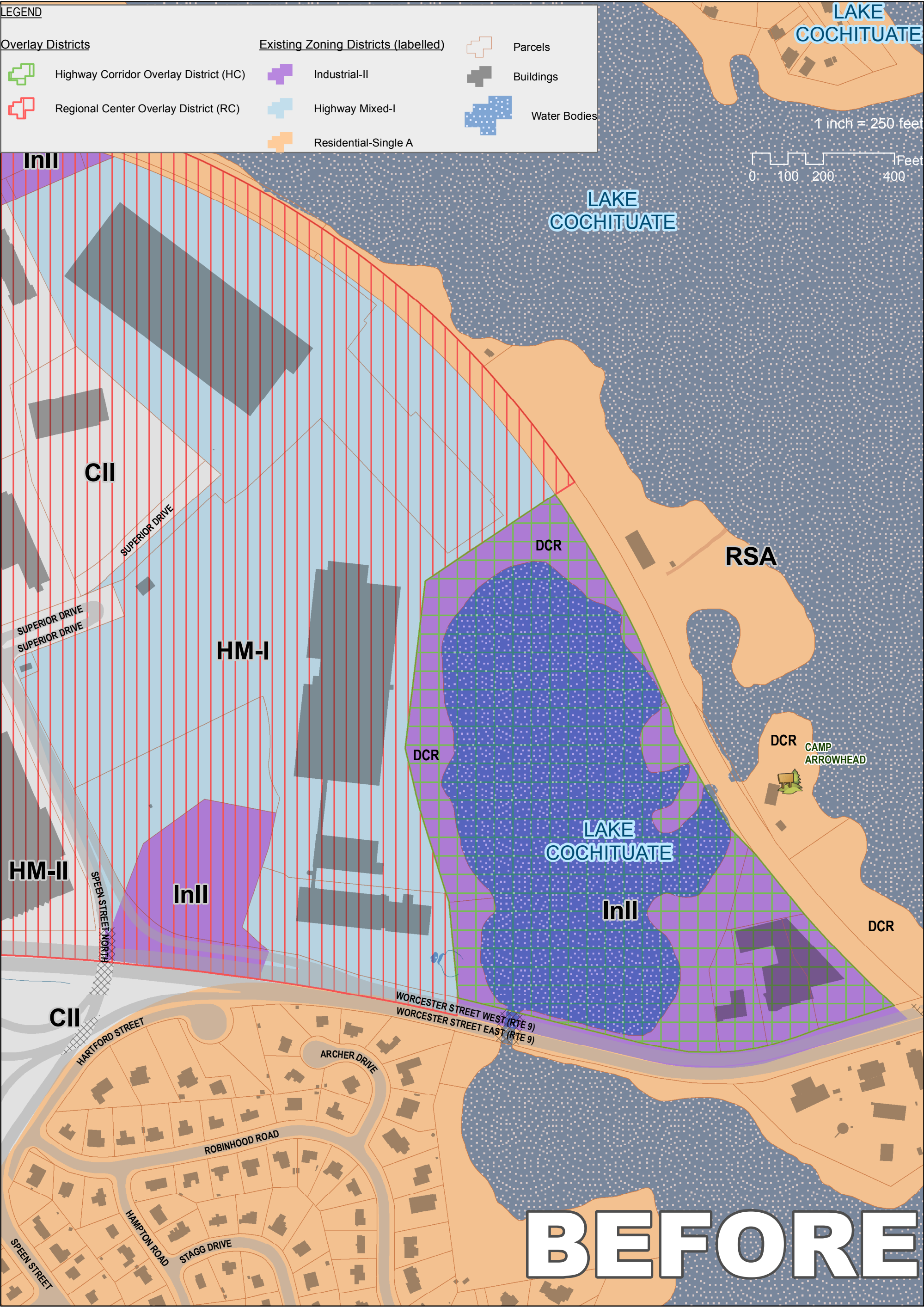
- 1) Amend the Town of Natick Zoning Map, as referenced in the Town of Natick Zoning By-Law under Section II-B Location of Districts (Zones) subsection 1, by rezoning from Highway Corridor (HC) Overlay District to Regional Center (RC) Overlay District the following properties:
 - a. Town of Natick Assessors' Map 17, Lots 10, 11, and 12; Map 25, Lots 252A, 252B, 253, 253A, 253B; and Map 26 Lot 168C; including approximately to the center line of Route 9 to the south; and including the portion of Lake Cochituate surrounded by these lots;
- 2) Delete the text of Section II-B Location of Districts after subsection 6.

As amended Section II-B Location of Districts shall read:

II-B LOCATION OF DISTRICTS (Zones)

1. Said districts (Paragraph II-A above) are located and bounded as shown on a map entitled "Zoning Map of Natick, Massachusetts.", on file in the offices of the Town Clerk and Town Planning Board dated February 10, 1960. The Zoning Map, with all explanatory matter thereon, is hereby made a part of this bylaw and shall be re-issued annually by the Planning Board to incorporate such amendments as may be made by Town Meeting action and approved as required by the Attorney General of the Commonwealth of Massachusetts.
2. Where a boundary is shown as following a street, railroad or utility, the boundary shall be the center line thereon unless otherwise indicated.
3. Where a boundary is shown outside of a street, railroad or utility and approximately parallel thereto, the boundary shall be deemed parallel to the center line thereof, and the figure placed on the zoning map between the boundary and such line shall be the distance in feet between them, as measured at a right angle from such line unless otherwise indicated.
4. Where a boundary is shown as following a water-course, the boundary shall coincide with the center line thereof as said line existed at the date of the zoning map.

5. Where the location of a boundary line is otherwise uncertain, the Building Inspector shall determine its position in accordance with the distance in feet from other lines as given or as measured from the scale.
6. Where a boundary is shown as following a contour line, this line shall be the contour line of the indicated elevation above mean sea level as shown on all applicable topographic maps of Natick by the Geological Survey, United States Department of the Interior, or any other Town accepted survey map, corrected to the U.S.G.S datum plane.



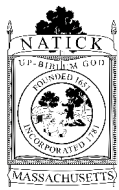
Natick: Proposed Zoning and Zoning Overlay Revision

Assessors' Map 17, Lot 8, and;Town of Natick Assessors' Map 25, Lots 252A, 252B, 253, 253A, 253B; Map 26 Lot 168C; Map 17, Lots 10, 11, 12



Natick: Proposed Zoning and Zoning Overlay Revision

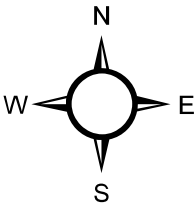
Assessors' Map 17, Lot 8, and;Town of Natick Assessors' Map 25, Lots 252A, 252B, 253, 253A, 253B; Map 26 Lot 168C; Map 17, Lots 10, 11, 12



Natick Community & Economic Development Department

April 27, 2017 Map data derived from Natick municipal GIS and Assessors records.

The Town of Natick is not responsible for any errors or omissions in the data on this map, which is subject to change without notice.



Warrant Article Questionnaire
Non Standard Town Agency Articles

Section III – Questions with Response Boxes – To Be Completed By Petition Sponsor

Article #2	Date Form Completed: 04-13-2017
Article Title: Application of bond premiums to project costs or other capital projects	
Sponsor Name: Town Administrator	Email: mwhite@natickma.org

Question	Question
1	Provide the article motion exactly as it will appear in the Finance Committee Recommendation Book and presented to Town Meeting for action.
Response	See attached.
2	At a summary level and very clearly, what is the proposed purpose and objective of this Warrant Article and the accompanying Motion?
Response	<p>The Town receives a premium on a bond sale, over and above the amount of bonds sold, derived from the excess funds generated in the reoffering of the bonds by the purchaser in the secondary market. With interest rates expected to rise, purchasers put higher coupon rates on the bonds than the yields on the bonds, in order to provide coupon protection to investors should they sell their bonds before they mature. In exchange for this optionality, purchasers are willing to pay higher than par, to purchase the bonds. This "excess" purchase price results in a "premium" paid to the issuer of the bonds. It is highly effective to use the premium from the sale of bonds, to reduce how many bonds are actually sold, by a like amount. The use of premium in this way is now mandated by the Municipal Modernization Act, MGL c.44 sec.20, and its use in this manner automatically reduces the authorization amount of the bonds, so there is no excess funds being used for the project.</p> <p>For bonds issued subsequent to the enactment of the Act for which there was no authorization to appropriate the premium to reduce the sale of bonds, Town Meeting is required to appropriate the premium received from such sale of bonds to pay directly for the capital costs of those projects in lieu of selling bonds for that same amount. This is how the Town's most recent bond sale in April, 2017, was sold. We reduced the amount of bonds sold by the amount, net of costs of issue, that the Town received in premium. So now Town Meeting will be asked at the May Special Town Meeting to vote to appropriate that premium to the projects to complete the total financing costs authorized in the vote approving those bonds.</p>
3	Has this article or one of a very similar scope and substance been on a previous Warrant Article and what has been the actions taken by Finance Committee, other Boards or Committees and Town Meeting?
Response	No
4	Why is it required for the Town of Natick and for the Town Agency sponsor(s)?
Response	This vote is required to bring the debt authorized but not issued prior to November 2016 into compliance with the Municipal Modernization Act, MGL c.44 sec.20.

Warrant Article Questionnaire
Non Standard Town Agency Articles

5	Does this article require funding, how much, from what source of funds and under whose authority will the appropriation be managed and spent?
Response	No funding is required for this article.
6	Does this article act in any way in concert with, in support of, or to extend any prior action of Natick Town Meeting, Massachusetts General Laws or CMR's or other such legislation or actions? Does this article seek to amend, rescind or otherwise change any prior action of Natick Town Meeting?
Response	This article is in concert with the provisions of MGL. c. 40 sec. 20. It will amend each prior vote of the Town for authorized unissued debt to apply premiums earned from the sale to pay costs of capital projects.
7	How does the proposed motion (and implementation) fit with the relevant Town Bylaws, financial and capital plan, comprehensive Master Plan, and community values as well as relevant state laws and regulations?
Response	It will have no effect on the Town Bylaws and complies with the provisions of Municipal Modernization Act, MGL c.44 sec.20.
8	Who are the critical participants in executing the effort envisioned by the article motion?
Response	Deputy Town Administrator/Finance Director and Treasurer.
9	What steps and communication has the sponsor attempted to assure that: <ul style="list-style-type: none"> • 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

Warrant Article Questionnaire
Non Standard Town Agency Articles

Response	None. The proposal is in conformance with Massachusetts General Laws and has been approved by Bond Counsel.
10	Since submitting the article have you identified issues that weren't initially considered in the development of the proposal?
Response	No
11	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	The Town will not be in compliance with Municipal Modernization Act, MGL c.44 sec.20 for debt authorized but not issued prior to November 2016.

2017 Special Town Meeting #1
Article 2 MOTION

Move that the Town vote to (i) appropriate \$1,468,000 from the premium paid to the Town upon the sale of bonds issued on April 27, 2017 (the Bonds”) to pay costs, on a pro-rata basis, of the projects financed with the proceeds of such Bonds; and (ii) supplement each prior vote of the Town that authorizes the borrowing of money to pay costs of capital projects to provide that, in accordance with Chapter 44, Section 20 of the General Laws, the premium received by the Town upon the sale of any bonds or notes thereunder, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to pay project costs and the amount authorized to be borrowed for each such project shall be reduced by the amount of any such premium so applied.

(excerpt from) **An Act to Modernize Municipal Finance and Government**

Bond Premiums and Surplus Proceeds (67) – Amends current law by providing communities with a choice regarding how to treat bond premiums (net of issuance costs). Communities will be able to either apply it to the issuance, thereby reducing the amount needed to borrow, or place it in a separate fund and appropriate it for a capital project. It also amends current law by increasing the amount of surplus bond proceeds that can be applied to debt service from \$1,000 to \$50,000.

ITEM TITLE: Distribution of the 2017 BAA Funds

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Distribution of Funds	5/12/2017	Cover Memo
Recreation & Parks Request for Funds	5/9/2017	Cover Memo

BAA FUNDS DISTRIBUTION

	2012	2013	2014	2015	2016	2017
	Distribution	Distribution	Distribution	Distribution	Distribution	Proposed Distribution
BAA Contribution to Natick	\$40,000	\$44,000	\$61,500	\$61,500	\$61,500	\$61,500
Fire Dept expenses (1)	\$4,181	\$4,844	\$6,760	\$8,550	\$7,934	\$8,026
DPW Dept expenses (1)	\$7,394	\$6,258	\$14,750	\$18,612	\$19,085	\$20,566
Police Dept expenses (1)	\$9,859	\$10,113	\$19,790	\$17,956	\$22,295	\$22,295
Recreation Dept funding (2)	\$17,046	\$12,000	\$20,000	\$16,382	\$25,000	\$18,781
T-Shirts for Natick runners						\$970
Total Expenses	\$38,480	\$33,215	\$61,300	\$61,500	\$74,314	\$70,638
Surplus/(Deficit) (3)	\$1,520	\$10,785	\$200	\$0	(\$12,814)	(\$9,138)

(1) Represents actual department costs associated with the Boston Marathon

(2) See attached memo from Karen Partenan, Director of Recreation and Parks

(3) Surplus/(Deficit) represents the difference between BAA Contribution and Total Expenses. Surplus funds are deposited to the BAA Marathon Special Revenue Fund. Distribution of funds in excess of BAA Contribution (i.e. Deficits) are supplemented from the Special Revenue Fund. The Fund's current balance is \$90,207; subsequent to this proposed distribution, the balance will be \$19,569.



**Natick Community Services
Recreation and Parks**
COMMUNITY THROUGH PEOPLE, PARKS & PROGRAMS

MEMO

To: Martha White, Town Administrator
Cc: Jemma Lambert, Community Services Director
From: Karen Partanen, Recreation & Parks Director
Re: Request for BAA Funds for Recreation and Parks – Dug Pond Playground
Date: 4/7/17

In cooperation with the Recreation and Parks Commission, we request \$18,781 from the BAA fund for the following project.

- \$15,502 for an Apollo Rope Climber for Dug Pond. The climber is recommended for children aged 5-12 years old and has the capacity for 15-20 children.
- \$1,279 for an Early Childhood “T” Swing to be installed in the area designated as “baby land” at Dug Pond. The swings are recommended for children aged 2-5 years old and have the capacity for 2 children.
- \$2,000 for miscellaneous removal & installation labor costs and concrete

Dug Pond has been a popular spot for our youth and the current playground equipment receives significant use throughout the day. Camp Woodtrail visits the beach 3 - 4 times each week during the summer months and not all campers have the same interest level of water play.

It has become critical we replace the aging and deteriorating playground equipment so our youth have a safe alternative to playing in the water. Upgrading our playground equipment would provide an active activity that promotes imagination, enhancing coordination and encourages team building.

Thank you for your consideration and should you have any questions, please do not hesitate to be in touch

ITEM TITLE: Fire Chief Screening Committee

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Memo re Composition of the Committee	5/11/2017	Cover Memo
Memo RE: BOS-Appointment-M. White	5/12/2017	Cover Memo
Moderator's Designee	5/10/2017	Cover Memo
Fire Chief's Designee	5/10/2017	Cover Memo
Personnel Board Designee	5/15/2017	Cover Memo
FinCom Designee	5/15/2017	Cover Memo
Application-Michael Barry	5/12/2017	Cover Memo
Application-Alan Grady	5/12/2017	Cover Memo



Town of Natick

Town Administrator's Office

DATE: April 20, 2017

TO: Lisa Tabenkin, Chair School Committee
Patrick Hayes, Chair Finance Committee
Steven Levinsky, Chair Personnel Board
Frank Foss, Town Moderator
Martha White, Town Administrator
Richard White, Fire Chief
James Hicks, Police Chief

FROM: Martha White, Town Administrator

SUBJ: Fire Chief Screening Committee

Richard White has indicated his intent to resign as the Natick Fire Chief effective January 1, 2018. In accordance with the Natick By-Laws, Article 24, Section 15 (copy attached), at the meeting of March 13th the Board of Selectmen gave notice of its intention to establish a screening committee to review applicants for the position of Fire Chief.

The composition of the nine member Fire Chief Screening Committee is as follows:

- (1) Natick resident to serve as Citizen-at-large appointed by the Board of Selectmen
- (1) School Committee Appointee (need not be a member)
- (1) Finance Committee Appointee (need not be a member)
- (1) Personnel Board Appointee (need not be a member)
- (1) Member of Town Meeting designated by the Town Moderator
- (1) The most senior member of the Fire Department in the 2nd highest non-chief rank who is not a candidate for the position of Fire Chief
- (1) Fire Chief from another community designated by the Town Administrator

- (1) Town Administrator
- (1) Police Chief

In addition, the Personnel Director will serve as a nonvoting member.

This will be a lengthy process and the Board would like to get the committee underway as soon as possible. The Board of Selectmen intends to make final appointments to the screening committee at their meeting of May 15, 2017 and would ask that you forward the name of your respective designee to our office no later than May 12, 2017.

We thank you for your cooperation.



Patricia O'Neil <poneil@natickma.org>

please include this email with Fire Chief Screening Committee materials

1 message

Martha White <mwhite@natickma.org>

Fri, May 12, 2017 at 2:32 AM

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

There are two applicants for the one Selectmen-appointed position on the Fire Chief Screening Committee: Michael Barry and Alan Grady.

Mr. Grady is not available Monday night (5/15) so we'll postpone these interviews until your 5/30 meeting. I believe we may also be waiting to hear from one or more committees as to their designee(s).

Thank you
Martha

Martha White
Town Administrator
Town of Natick
[508-647-6410](tel:508-647-6410)

Please note that emails are generally considered a public record.



FRANK W. FOSS
NATICK TOWN MODERATOR

13 East Central Street
Natick, MA 01760

Jonathan Freedman, Chairman
Natick Board of Selectmen
Town of Natick
13 East Central Street
Natick, MA 01760

RE: Moderator Fire Chief Screening Committee Designee

Chairman Freedman and Members:


Consistent with the Natick By Laws, Article 24, Section 15.2c, I write noticing you that I designate the following Natick Town Meeting Member to serve as a member on the soon to be constituted Fire Chief Screening Committee:

James L. Everett, 6 Wedgewood Road, Natick, MA 01760.

I know Mr. Everett is known to the board members as he has most honorably served our community as a Finance Committee Member and Chairman. I am confident that his other volunteer service in conjunction with his life and professional experiences will add to the Natick Fire Chief Screening Committee duties and process.

Please advise Mr. Everett as to how he should proceed with finalizing his appointment to this committee.

Respectfully submitted,


Frank W. Foss, Natick Town Moderator



Donna Donovan <ddonovan@natickma.org>

Re: Fire Chief Screening Committee

1 message

Rick White <rickw@natickma.org>
To: Martha White <mwhite@natickma.org>

Mon, Apr 24, 2017 at 4:00 PM

Hi Martha,

Captain Rocco Franciose is willing to serve on the Screening Committee. He is the senior captain. Have a good day and see you tomorrow night.

Sincerely,
Chief White

Chief Richard A. White
Natick Fire Department
22 East Central Street
Natick, MA 01760-4631
[508-647-9559](tel:508-647-9559) (office)
[508-647-9597](tel:508-647-9597) (fax)
[508-745-7506](tel:508-745-7506) (mobile)

On Thu, Apr 20, 2017 at 3:27 PM, Martha White <mwhite@natickma.org> wrote:

Hi Rick

the make up of the Fire Chief Screening Committee (Per Article 24, section 15 of the By-Laws) provides that the most senior member of the Fire Department in the second-highest non-chief rank who is able to serve and is not a candidate for the position of Fire Chief shall serve on the screening committee. In the event that no member of that rank is able to serve, the most senior member of the next lowest rank who is able to serve and is not a candidate for the position of Fire Chief shall serve on the screening committee.

Can you identify the most senior Fire Captain and determine if he/she is planning to apply for Chief, and if not if he/she would be willing to serve on the Screening Committee? If this person does not work out, keep going down the line of seniority. If no captains work out, you'll have to start over with most senior Lt. and so on.

Thanks!

Martha

Martha White
Town Administrator
Town of Natick
[508-647-6410](tel:508-647-6410)

Please note that emails are generally considered a public record.



Patricia O'Neil <poneil@natickma.org>

Fwd: Perl Board Rep for Fire Chief Screening

1 message

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

Mon, May 15, 2017 at 1:34 PM

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

From: Steve Levinsky <sdlevinsky@me.com>

Date: Mon, May 15, 2017 at 1:16 PM

Subject: Perl Board Rep for Fire Chief Screening

To: Richard Tranfaglia <rtranfaglia@natickma.org>, Sarah Farrar <sfarrar@natickma.org>, Donna Donovan <ddonovan@natickma.org>

Hi Donna,

The Personnel Board Rep will be Kathleen Turcot.

Thanks,

Steve



TOWN OF NATICK

Finance Committee

May 15, 2017

Mr. Jonathan Freedman
Chair, Board off Selectmen
Town of Natick
13 East Central Street
Natick, MA 01760

In re: Appointment to the Fire Chief Screening Committee

Mr. Freedman,

I am hereby requesting the appointing of Ms. Cathy Coughlin, to serve as the Finance Committee's representative on the Fire Chief Screen Committee, effective May 15,, 2017.

Thank you for your consideration and attention to this matter.

SUBMITTED BY
A. Patrick Hayes
Chair of the Finance Committee

Copy to: Cathy Coughlin
Town Moderator
Diane Packer, Town Clerk



Patricia O'Neil <poneil@natickma.org>

Fire Chief Screening Committee

2 messages

Michael Barry <mbarry@exponent.com>
To: "selectmen@natickma.org" <selectmen@natickma.org>

Thu, May 11, 2017 at 11:35 PM

Dear Board of Selectman,

I have lived and worked in Natick for the last three years, and I would like to volunteer to serve on the fire chief screening committee. I live with my wife, two children, and mother-in-law at 82 Washington Ave. We moved here when I took a job at Exponent's Natick office, which is located off Rt. 9 behind Sherwood Plaza. At Exponent, I am part of our thermal sciences practice, where we investigate all kinds of thermal failures, including fires and explosions. I am a Certified Fire and Explosion Investigator and have worked on fire investigations involving heater failures, candles, lightning, and potentially faulty smoke detectors. My daily work makes me particularly aware of the importance of fire safety, and I think this awareness can make me a useful addition to the committee as a citizen participant. I hope you'll consider letting me participate in this important process. Please let me know if you have any questions.

Best,

Mike

Michael Barry, Ph. D., P.E., CFEI

Senior Engineer

E^xponent[®]

9 Strathmore Road

Natick, MA 01760

[508-652-8505](tel:508-652-8505) (office)

[732-266-5596](tel:732-266-5596) (cell)

Martha White <mwhite@natickma.org>
To: Patricia O'Neil <poneil@natickma.org>

Fri, May 12, 2017 at 2:25 AM

Hi Trish

Here's an application for the Fire Chief Screening Committee. You should be receiving an application from Alan Grady as well.

thanks
Martha

Martha White
Town Administrator
Town of Natick
[508-647-6410](tel:508-647-6410)

Please note that emails are generally considered a public record.
[Quoted text hidden]



Patricia O'Neil <poneil@natickma.org>

Fire Chief Screening Committee

1 message

Alan Grady <alan65v@gmail.com>

Fri, May 12, 2017 at 10:10 AM

To: poneil@natickma.org

Cc: Martha White <mwhite@natickma.org>

Trish, I'd like to express my interest in being appointed to the upcoming Fire Chief Screening Committee

.
As a lifelong resident of Natick I've always had a special interest in working constructively with town government and have endeavored to add value .

I'm currently a member of the Natick Safety Committee , the Charter and By-Law Committee and a Town Meeting Member.

Recently, I retired from ibm where I was Sr VP of Services and Support. I attribute much of my success to my ability to screen, interview, select and manage best-in-class team members.

Thanks for your consideration.

Regards, Alan Grady.

ITEM TITLE: Correspondence 5/15/17

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Correspondence 5/15/17	5/11/2017	Cover Memo

RECEIVED

MAY 10 2017

BOARD OF SELECTS
NATICK MA

May 8, 2017

Dear Selectmen & Selectwomen,

I am writing this note on behalf of my Sisters, Gail, Joan and myself to thank for honoring my brother Paul and his Life at your recent Town Meeting. Our brother Paul achieved much in his too short Life. For All his achievements he knew what really mattered in Living, was to give back and be involved with your community and others.

Thank you again for recognizing my brother's Life and Contributions to the Town of Natick.

MAEK MCKINLEY

RECEIVED

MAY 10 2017

BOARD OF SELECTMEN
NATICK, MA

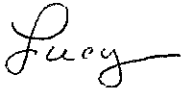
May 4, 2017

Natick Town Hall
Board of Selectman
13 East Central Street
Natick, MA 01760

My family and I would like to thank you and all those responsible for honoring and recognizing Paul for his contribution in helping to make Natick a great place to live by dedicating the Annual Town Report to him.

He truly loved Natick and enjoyed his time as a selectman, being on various committees, working with the businesses and all the departments that run the town. We were deeply touched by the dedication and appreciate your acknowledgement of his community service.

With Warmest Regards,

A handwritten signature in cursive script, appearing to read "Lucy", followed by a horizontal flourish.

Lucy McKinley and Family

Please join us
for an evening of appetizers, drinks and celebration
at our

25th Anniversary Gala Open House

Thursday, May 25, 2017

5:00 – 7:30 pm

Mary Ann Morse Healthcare

45 Union Street
Natick, Massachusetts

RSVP by May 12 to Laura Walsh at lwalsh@maryannmorse.org.



Patricia O'Neil <poneil@natickma.org>

Compliments to the Fire Department Staff

1 message

Patricia O'Neil <poneil@natickma.org>

Wed, May 10, 2017 at 11:52 AM

To: Martha White <mwhite@natickma.org>, Amy Mistrot <amistrot@natickma.org>, Jonathan Freedman <jfreedman@natickma.org>, Michael Hickey <mhickey@natickma.org>, Rick Jennett <rjennett@natickma.org>, Sue Salamoff <ssalamoff@natickma.org>, Susan salamoff <sgsalamoff@gmail.com>, Rick White <rickw@natickma.org>, Donna Donovan <ddonovan@natickma.org>

Good morning. We received a call today from a Mr. Sokol of 3 Carlisle Terrace. He sang the praises of the Natick Fire Department, and especially of Tom Topham and Tanya Quigley Boylan who installed smoke and carbon monoxide detectors free of charge. He said they did a wonderful job and were so pleasant and professional. He expressed his appreciation and was so grateful to have had this done.

Chief White, I will put this in Correspondence on the May 15th agenda, but please forward it along to Mr. Topham and Ms. Quigley Boylan and commend them on a job well done!

--

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

*Natick Fire Department
Mutual Relief Association*

RECEIVED

MAY 10 2017

COMMUNITY OF FIRE
NATICK, MA

May 06, 2017

Dear Natick Board of Selectmen:

The Natick Fire Department Mutual Relief Association cordially invites you to attend the Firefighters Memorial Ceremony. This event will be held at the Natick Fire Headquarters on Sunday June 11, 2017. The Ceremony will begin at 9:00 a.m., come rain or shine. Friends and Families are welcome. Breakfast will be served immediately following the ceremony. If you have any questions, please contact me at 508-207-8999.

Respectfully Yours,


Lieutenant Ciro R. Sansossio



117 Eliot Street
Natick, MA 01760
508-655-2204
www.natickfarm.org

Staff

Lynda Simkins,
Executive Director
Casey Townsend,
Assistant Director
Trish Wesley Umbrell,
Farm Administrator
Heather McClurg, Coordinator of
Public Programs
Christine Schell, Coordinator of
Schools, Scouts, & Volunteers
Jon Young, Coordinator of
Summer Programs
Marcy Bailey Adams,
Coordinator of Membership
Mary Erickson, Coordinator of
Events
Taneeta Bacon, Caretaker

Board of Directors

Devon Long-Lytle, President
Mary DeBlois, Vice President
Randy Gruber, Treasurer
Patti Luke, Clerk
Stephanie Cunningham
Ahsen Malik
Eric Stich
Andrew Williams

Advisory Board

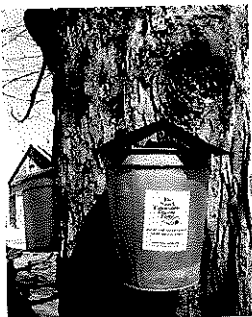
Mary Ellen Ames
Erica Ball
Jay Ball
Bob Brack
David Dimmick
Brian Donahue
Arthur Fair III
Carp Ferrari
George Fiske, Jr.
Rudman Ham
David Krentzman
George Levo
Karen Masterson
Ken Soderholm
Barbara Talkov
Bruce Weisberg
Polly Broman Wright
Chris Yoder

Honorary

George Ames
Frank Paul
Harriet Buckingham

NATICK COMMUNITY ORGANIC FARM

is a nonprofit, certified-organic farm providing productive
open space, farm products, and hands-on
education for all ages year round



April 26, 2017

Martha White, Town Administrator
Donna Donovan, Executive Assistant
Town of Natick Town Hall
13 E. Central St.
Natick, MA 01760

RECEIVED

MAY 3 2017

BOARD OF SELECTMEN
NATICK, MA

Dear Ms. White and Ms. Donovan,

On behalf of Natick Community Organic Farm's Board, Staff, and Community, we would like to thank you for supporting the Farm through the Town's 2017 Boston Marathon Invitational Number Program.

We're thrilled to report that all four of Team Farm's runners finished the marathon, and met their fundraising goals. Collectively, Team Farm raised **\$21,427** for the Farm's Teen Work Crew and the Mentoring Teens through Agriculture program. These programs provide valuable paid, mentored employment and training for 24 community teens.

Our runners asked me to pass along the following thank-yous on their behalf. (See attached.) Thank you again for all your help, and for all that you do to support the Farm. We are so grateful!

Sincerely,

Trish Wesley Umbrell
Farm Administrator



Natick, MA 01760
Ph. (508) 655-2204

Phone (508) 655-2204
Fax (508) 655-7334
www.natickfarm.org

Staff

Lynda Simkins, Executive Director
Casey Townsend, Assistant Director
Trish Wesley Umbrell, Farm Administrator
Heather McClurg, Coordinator of Public Programs
Christine Schell, Coordinator of School Programs
Marcy Bailey Adams, Coordinator of Membership
Jon Young, Summer Programs Coordinator
Mary Erikson, Event Coordinator
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George Fiske, Jr.
Rudman Ham
David Krentzman
Karen Masterson
Kathleen Drumm Rehl
Barbara Talkov
Mare Tomaski
Bruce Weisberg
Ronald Wright
Chris Yoder

Honorary

George Ames
Frank Paul
Harriet Buckingham

NATICK COMMUNITY ORGANIC FARM

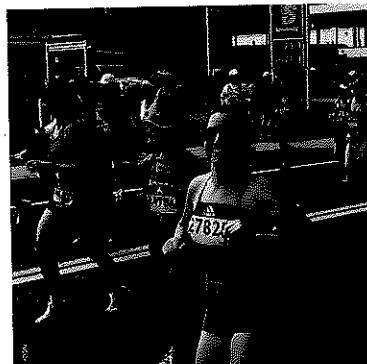
a nonprofit, certified-organic farm providing productive open space, farm products, and hands-on education for all ages year round

Thank You from Team Farm 2017

"I love giving back to the community that nurtured me growing up and being a part of Team Farm lets me bring some of that good energy into my current circles. I'm so humbled by the support I've received and the excitement to get involved with the local community. Running through 135 where I'd watched the marathon every year with my family is the ultimate victory lap! Thanks again for the opportunity."—Abby Luke, #27825 4:18:04

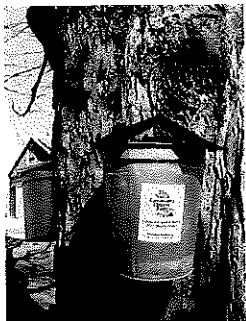
"Thank you for the incredible opportunity to run the Boston Marathon in support of the NCOF. It was extremely rewarding to not only complete the marathon but also to raise money for the farm that has been such an important part of the local community and my family." Thank you.--Erik Simkins, #28540 3:50:54

"I just wanted to write my sincerest thanks and gratitude for the opportunity to run for this year's Boston Marathon. As a lifelong resident of Massachusetts, and 18-year employee in the town of Natick, I've seen firsthand how special and important this race is for this area. Of course there is a bit of selfish agenda in wanting to run the Boston Marathon, but I sincerely could not think of a more deserving cause than the Natick Community Organic Farm. The programs they are teaching local youth are setting the foundation for responsible adulthood, good health,





117 Eliot St.
Natick, MA 01760
Ph. (508) 655-2204
Fax (508) 655-7334
www.natickfarm.org



and awareness of the environment. I could not write enough kudos and thanks to the staff and farmers who supported all of us runners this year (and last). It was an honor to run for them, and I hope many others have the opportunity in the future."—Ken Racicot #27155 5:24:36

Thank you for everything!! It was such an amazing experience running the marathon and working with you all!--Usha Narayana #27382 4:23:58





Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, MassDOT Secretary & CEO

massDOT
Massachusetts Department of Transportation

April 27, 2017

Richard P. Jennett, Jr.
Chair, Natick Board of Selectmen
13 East Central Street
Natick, MA 01760

Dear Chairman Jennett:

In response to your recent letter to Jonathan Gulliver, District 3 Highway Director, regarding the Framingham-Natick Cochituate Rail Trail (CRT) project, MassDOT recognizes that the replacement of the Route 9 Bridge is essential in order to better serve connections to the community from the CRT and Route 9 as well as improve roadway safety. The Highway Division agrees to include the replacement of the Route 9 bridge as part of the project.

Once again, thank you for contacting MassDOT regarding the Framingham-Natick Cochituate Rail Trail project. If you need any additional information or if I can be of any further assistance in the future, please do not hesitate to contact my office.

Sincerely,

Thomas J. Tinlin
Highway Administrator

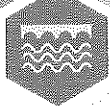
cc: Jonathan Gulliver, District Three Highway Director

RECEIVED

MAY 3 2017

BOARD OF SELECTMEN
NATICK, MA

REVISED LINK



**NATICK
2030+**

The **NEW** Project Survey will help us answer:

WHAT ARE YOUR PRIORITIES FOR THE FUTURE OF NATICK?

WHERE WOULD YOU LIKE TO SEE CHANGES?

ARE THERE PLACES YOU WOULD LIKE TO SEE PROTECTED?

**PLEASE TAKE THE NATICK 2030+METROQUEST SURVEY
BY MAY 19th**

**CLICK HERE TO TAKE THE SURVEY
or visit**

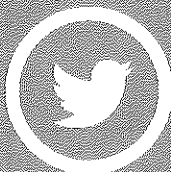
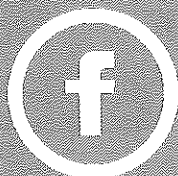
<https://natick2030.metroquest.com>

Survey results will provide the framework for developing a vision at a public meeting later this spring or early summer.

Visit natick2030.com to learn more about the Master Plan.

Please share the survey with friends and neighbors by clicking one of the buttons below or by copying and pasting this link:

<https://natick2030.metroquest.com>



Our mailing address is
Natick 2030 +
East Canal St
Natick, MA 01760

Mass for Public Safety Personnel and Families

His Eminence

Seán P. Cardinal O'Malley, OFM Cap. Archbishop of Boston,

Main Celebrant

Sunday

October 1, 2017

12:00 PM

Saint Theresa of Avila, West Roxbury

SAVE THE DATE



ALL ARE WELCOME

Photo by George Martell

For more information please visit <http://www.bostoncatholic.org/PublicSafetyMass/>

ITEM TITLE: Warrant Articles

ITEM SUMMARY: * A list of Warrant Articles and text are available on the website at Natickma.gov, in the Town Clerk's Office, Selectmen's Office, Post Office, Bacon Free Library, and Morse Institute Library, and at one location in each precinct.
