

BOARD OF SELECTMEN
Edward H. Dlott Meeting Room
AGENDA
March 5, 2018
6:00 PM

Open Session Begins at 7:00 PM

EXECUTIVE SESSION

Deployment of Security Personnel or Devices, or Strategies with Respect Thereto

- a. Sign Agreement with Natick Police Officers' Association for Establishment of Rescue Task Force
- b. Request to Appoint Temporary Sergeant

Real Property: Determine Process for Cloverleaf 40B Discussion

Approve Executive Session Meeting Minutes

Collective Bargaining: Negotiation Parameters

ANNOUNCEMENTS

ASK THE TOWN

CITIZEN'S CONCERNS

CONSENT AGENDA

1. Approve Meeting Minutes
2. Approve Natick Youth Football & Cheerleading Banner 4/2-4/8/18 & 6/4-6/10/18
3. Approve Natick Service Council Week Banner 5/14-5/20/18
4. Approve Parade Permit: Three Squares Ride for Food 9/23/18
5. Approve Request to Bag Parking Meters for Farmers' Market 5/12-9/29/18 & 10/6/17-5/4/18
6. Weekly Warrant Reviews: 2/5/18, 2/9/18, 2/23/18
7. NAIL Communications-Gatorade Endurance Campaign-3/13 & 3/14/18
 - a. Approve Town Common Use Contingent Upon Rec & Parks Approval 8:00-4:00
 - b. Approve Runners for Videotaping
8. Accept the Resignation of Sean Nabi from the Zoning Board of Appeals

APPOINTMENTS

9. Joint Meeting of Board of Selectmen and School Committee with Massachusetts Legislators
10. Director of Public Health and Prevention & Outreach Program Manager: Opioid Task Force Update
11. Public Hearing: Agostino's-Transfer of an All Alcohol On Premises License
12. Z&M Corporation d/b/a Agostino's
 - a. Application for a Common Victualer License
 - b. Application for a Weekday Entertainment License

DISCUSSION AND DECISION

13. Review of Fiscal Year 2019 Budgets: Department of Public Works
14. Update on South Main Street Timeline and Process
 - a. Eliminate Option #2
 - b. Option #3 Alternative
15. Amend Friday Parking Regulations in Town Hall Parking Lot
16. Reappointment of Acting Town Administrator

TOWN ADMINISTRATOR NOTES

SELECTMEN'S CONCERNS

CORRESPONDENCE

Correspondence 3/5/18

ITEM TITLE: Deployment of Security Personnel or Devices, or Strategies with Respect Thereto

ITEM SUMMARY: a. Sign Agreement with Natick Police Officers' Association for Establishment of Rescue Task Force
b. Request to Appoint Temporary Sergeant

ATTACHMENTS:

Description	Upload Date	Type
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ITEM TITLE: Approve Meeting Minutes

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
2/12/18	2/23/2018	Cover Memo
10/24/16	2/23/2018	Cover Memo
11/2/16	2/24/2018	Cover Memo
11/21/16	2/25/2018	Cover Memo
11/14/16	2/26/2018	Cover Memo
2/28/18	3/2/2018	Cover Memo

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

February 12, 2018

5:00 PM

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

ALSO PRESENT: Acting Town Administrator Bill Chenard and Executive Assistant Trish O’Neil

The Chairman called the meeting to order at 5:10 p.m., noting that a quorum was present and that the meeting had been duly posted, and requested a motion to enter into Executive Session to discuss matters pertaining to Collective Bargaining, Litigation, Deployment of Security Personnel or Devices, Real Property, and Executive Session Minutes, announcing that discussion of Executive Session matters in Open Session would have a detrimental effect on the Board of Selectmen’s negotiating position and the Town’s interests. Ms. Mistrot, seconded by Ms. Salamoff, moved to enter into Executive Session and, by a roll call vote, all Board Members voted in favor of the motion. The Board entered into Executive Session at 5:19 p.m., the Chair announcing that the meeting would return to Open Session at approximately 7:00 p.m.

Open Session reconvened at 7:08 p.m. The Pledge of Allegiance was led by Cub Scout Pack 7 and a moment of silence was observed for those protecting our country. Items were discussed out of order due to the presence of many residents regarding concerns about recent coyote attacks and sightings.

ANNOUNCEMENTS: Mr. Freedman extended an invitation to anyone interested in attending the Swearing-In Ceremony for the new Fire Chief, Michael Lentini, on Wednesday, February 28th, from 4:00-6:00 P.M., at the Morse Library in the Lebowitz Room.

CITIZEN’S CONCERNS

Julian Munnich, a Town Meeting Member from Precinct 5, addressed the Board in his capacity as Planning Board Member regarding the 40B Development at Clover Leaf Mall, which he feels is proceeding as a “privileged” project, without any review or vetting by any Town policy board. He suggested the Town issue an RFI to see what affordable housing/40B projects other applicants might propose.

Problem Animal Control Agent (PACA)/Coyote Attacks: A two-hour discussion was held regarding recent coyote attacks on dogs with multiple residents speaking about their experiences and what measures should or should not be undertaken in response. Mr. Chenard provided a synopsis of the issue, indicating there had been two attacks on dogs by coyotes in which each dog was killed as well as reports of smaller incidents and other sightings of coyotes. Mr. Chenard stated he had spoken with a biologist from the Massachusetts Division of Fisheries and Wildlife for guidance about the actions of the coyotes and what types of responses residents who encounter them should have. The Town also engaged a “Problem Animal Control Agent” recommended by the State to assess the coyote situation. The PACA reported back that there are likely nine or 10 coyotes in the Town Forest, some part of a family led by an alpha (dominant) male and female and others transient animals. According to the PACA, there have been sightings all over the state. It is mating season, a time when coyotes are much more visible. Some have become “habitualized” in that there is a food source readily available to them, whether it be trash, compost piles, etc. In terms of hunting the animals as suggested by some residents, State law dictates that a firearm may not be discharged within 500 feet of a residence or 150 feet of a paved road, limiting the Town’s options should hunting them be determined the best solution to guard against further attacks. Trapping the animals is also limited since many types of traps have been prohibited by the State, and the allowed “box traps” are usually not successful with coyotes due to the intelligence of the animals and their refusal to enter them. As a result of the attacks reported, a Code Red call went out to residents in the areas in close proximity to where the attacks on dogs occurred advising them to be mindful of the fact that there have been coyote attacks. As well, a great deal of information about coyotes, their behavior, and what a person should do if he or she encounters one, has been added to the Town website.

Multiple residents spoke for and against hunting and destroying the coyotes. Deb Nichols, who lives in close proximity to the Honeywell Town Forest, stated that one of her dogs was attacked and killed by two coyotes in her unfenced back yard in front of her 14-year-old son, who was out in the yard with their two

unleashed dogs. In addition to being extremely traumatized, Ms. Nichols felt that her son may have been attacked had he been holding onto a leash since the coyotes did not appear to show any fear of humans. Charlie Orlando was walking his 45-pound dog in the Town Forest when it was attacked and killed and he expressed concern at having sighted coyotes roaming various streets that he felt were terrorizing people. Both incidents were reported to the Police Department. Several residents of Fox Hill Drive, Bacon Street, Nern Street, Digren Road, Meadow Street, and others spoke about various encounters with aggressive coyotes, both on those streets and in the Town Forest, expressing fear and the desire that action be taken, including capture and euthanization, several times to heavy applause from the audience. One resident stated he had video of the “alpha coyotes” that he would be willing to provide to the Board. Of opposing opinions, George Bain of the Conservation Commission and several other residents advised a more measured approach that would include education of and extra precautions taken by residents in an area endemic to wildlife.

The Board Members discussed various options, noting the restrictions on relocation, trapping, hunting, and the discharge of firearms. In the end, the Board advised getting more information from the PACA, including the possibility of identifying the offending coyotes and any course of action he may recommend. Mr. Jennett asked Brian Benson, a local reporter sitting in the audience, to ask his newspaper to publicize information about the attacks as well as what people can do to protect themselves and their pets. Ms. Mistrot asked for a follow-up at the next Selectmen’s Meeting.

CONSENT AGENDA

The Chair asked if any members of the public or the Board would like to discuss any item on the consent agenda. Mr. Freedman removed Item #9 (request to occupy a public way on Adams Street) to set a specific timeline since none was outlined in the request. After deciding on an appropriate length of time, the Chair asked for a motion to approve the Consent Agenda. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to approve the Consent Agenda with the inclusion of a specific timeline for Item #9, conditional upon the fulfillment of all recommendations from Town Agencies and/or Departments. The following items were approved:

- a. Weekly Warrant Review: 1/31/18 and 2/15/18
- b. Meeting Minutes: 12/7/17 and 12/27/17
- c. Banner request: Elizabeth Schickel Foundation “Run Like a Maverick” 5K in Medfield, 4/23-4/29/18
- d. Reappointment of Nancy Northgraves to the Board of Registrars
- e. Appointment of Sarah Burr to the MathWorks Scholarship Committee (term expiration 6/30/2021)
- f. Designation of Officer Keith Tosi as the 2018 Animal Control Officer
- g. Municipal employee exemptions:
 - Alison Carpenter (Substitute Teacher/ASAP Substitute Instructor)
 - Taylor Federico-Grome (Camp Counselor, Recreation Department/ASAP Instructor)
- h. Request of LaBelle Spa to occupy the public way with placement of a dumpster on Adams Street from 2/26-3/16/18
- i. Parade permit for DMSE Sports/Boston Marathon Jimmy Fund Walk on 9/23/18
- j. Town Common use on 6/28/18 and parade permit on 7/4/18 for Natick Friends of the Fourth
- k. Town Common use from 5/12-9/29/18 and request to occupy the public way on Saturdays between 10/6-10/27/18 from 7:00 a.m. to 1:30 p.m. for the Natick Farmers’ Market
- l. Town Common use on 3/25/18 and 3/30/18 by St. Paul’s Episcopal Church
- m. Recreation and Parks Department requests:
 - Town Common Use
 - Summer concerts: Mondays, 6/25-8/6/18 & 8/13/18 rain date, 7:00-9:00 p.m.
 - Kids’ Performances: Wednesdays, 7/11-8/8/18, 6:30-8:00 p.m.
 - Natick Days: 9/8/18 & 9/9/18 rain date, 10:00 a.m.-3:00 p.m.
 - Spooktacular: 10/27/18 & 10/28/18 rain date, 12:00-3:00 p.m.
 - Holiday Lighting: 11/25/18, 3:00-5:00 p.m.
 - Street Closings
 - Natick Days: 9/8/18 & 9/9/18 rain date, 10:00 a.m.-3:00 p.m., Park St. & Rt. 135
 - Spooktacular: 10/27/18 & 10/28/18 rain date, 12:00-3:00 p.m., Park & Common Sts.
 - Banner: Natick Days, 8/27-9/9/18
- n. Signing of 3/27/18 Town Election Warrant
- o. Signing of 2018 Spring Annual Town Meeting Warrant

APPOINTMENTS WITH THE BOARD OF SELECTMEN

1. **Steve Levinsky, Chair, Town Administrator Screening Committee:** Mr. Levinsky presented the final report of the Committee. Community Paradigm Associates provided the Committee with the names of 24 candidates, which the Committee then narrowed down, first to 12, then to six, and, finally, to three final candidates: Bill Chenard (current Acting Town Administrator for the Town of Natick), Melissa Malone (COO for the City of Providence, Rhode Island), and Michael Walters Young (Budget Manager for Franklin, Tennessee and previous Deputy Town Administrator for the Town of Natick). Mr. Levinsky thanked the Committee Members for their work and recommended the Board review the Committee's report, which includes the guiding principles used and the focus of the interviews, as well as to reach out to Bernie Lynch, Founder and Principal of Paradigm and present in the audience, for his input. Mr. Lynch confirmed that all candidates have been notified that three final candidates were chosen. Mr. Freedman thanked the Committee and Mr. Lynch for their work and announced that public interviews would take place on Thursday, February 15th starting at 6:00 p.m. Discussion ensued among the Board Members regarding the upcoming interview process.
2. **Public Hearing – Grant of Location, Crosspoint Associates, 223 North Main Street:** Mr. Jennett read the Public Hearing Notice and moved, seconded by Ms. Salamoff, to open the Public Hearing, which motion passed on a vote of 5-0-0. Kerry McCormack, Director of Development for Crosspoint Associates, gave an overview of the building refurbishment being done at the former Building 19 property, which is slated to become a drive-through Dunkin' Donuts. Here on the advice of Eversource, Mr. McCormack asked for a grant of location for overhead wires that cross a public way to power the building. Mr. Chenard had previously brought to the Board's attention that Town Bylaws (Article 78) require underground wires but also that the particular circumstances in this case will allow for overhead wires. The Board Members questioned why the request was not coming from Eversource and noted the appearance that Eversource had performed certain related work prior to seeking permission from the Town. Crosspoint's Attorney, Jim Hanrahan, stated that Eversource made the choice to place a pole and a transformer across the street from the location and seemed to be unaware of the limitations set by Article 78 and so advised Crosspoint to obtain the necessary authorization. Mr. Chenard recommended the Board issue a temporary grant of location, expiring on February 12, 2019, at which point the issue can be reevaluated by the Board. Julian Munnich of the Planning Board opined that Town bylaws do not allow for overhead wiring and that Crosspoint trusted and relied on poor advice from the utility company but suggested granting temporary authorization to allow the company time to resolve the situation on their property by drawing from the preexisting poles that already power the plaza behind their building. Mr. McCormack cited the planned opening of the Dunkin' Donuts in two months and that the existing feed does not have the capacity to power the building. Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 5-0-0 to close the Public Hearing. Mr. Jennett moved for approval of a temporary grant of location, with recognition of Article 78, Section 5, to expire on February 12, 2019, at which time it will be subject to reconsideration by the Board. Seconded by Mr. Hickey, the motion passed on a vote of 5-0-0. Mr. Jennett advised Crosspoint to try and remedy the situation in the meantime by finding a solution to run the lines underground.
3. **Kate Stinchon, MA Brewers Guild – Request for One-Day Alcohol License:** Kate Stinchon, Executive Director of the Massachusetts Brewers Guild, presented to request a one-day alcohol license to be used at a fundraising event at Lookout Farm on March 3rd. Nine breweries will be asked to the event to present their stories and provide samples of their beer, the purpose being to educate attendees about the brewing industry. Jay Mofenson, the Manager of Lookout Farm, stated that the event will take place in a barn on the property that will not conflict with Lookout Farm's alcohol license. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to approve the one-day license.
4. **Police Chief – Safety Committee Recommendations:** Postponed to February 26th Selectmen's Meeting.
5. **Contracts:**
 - a. **Springvale No. 4 Well Reconditioning:** Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 5-0-0 to award the contract for the complete main bid work to Scherbon Consolidated, Inc. in the amount of \$638,400.
 - b. **Camp Arrowhead Demolition:** Mr. Freedman asked Mr. Chenard, who agreed, to check the term of the contract. Moved by Mr. Jennett and seconded by Ms. Mistrot, the Board voted 5-0-0 to award the contract to Aldore Tetreault & Sons, Inc. in the amount of \$31,624.

- c. **CRT Appraisal:** Moved by Mr. Jennett and seconded by Ms. Mistrot, the Board voted 5-0-0 to award the contract to Foster Appraisal & Consulting Company, Inc., d/b/a The Foster Company, in the amount of \$25,000 for the required main appraisal services.
- d. **Mechanic Street Appraisal:** This topic was not discussed and no contract was awarded.

DISCUSSION AND DECISION

6. **Kennedy Middle School – Recommendation for Town Meeting:** Anna Nolin, Assistant School Superintendent, gave a presentation regarding plans for the new Kennedy Middle School and information about upcoming community forums. The Board discussed their objective of providing a recommendation about the project for Town Meeting. Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 5-0-0 to recommend the Kennedy School Project move forward.
7. **2018 Spring Annual Town Meeting Articles:** Mr. Ostroff thanked the Board for sponsoring his Article that proposes a moderate change to Article 50, Section 18B of the Town Bylaw related to snow removal, the idea being to disallow the deposit of snow by residents in any public way, either before or after the public way has been plowed. Moved by Mr. Jennett and seconded by Ms. Mistrot, the Board voted 5-0-0 to recommend favorable action.
8. **Review of Fiscal Year 2019 Budgets – Police and Fire:** This topic was postponed to the February 26th Selectmen's Meeting.
9. **Reconstitution of the Parking Advisory Committee and New Committee Charge:** Mr. Jennett stated that he had met with a working group of town staff the week prior to gain their input on how to move forward with a new committee and charge. The consensus was that it was too early to create a new committee and that this working group of current staff, who deal with parking issues on a daily basis, would first evaluate the various parking issues, including financial and safety issues, and come up with ideas and a formula for moving forward, as well as recommendations for the Board. Ted Fields in Community Development has been asked to provide an update on the Middlesex Ave feasibility study. Ms. Mistrot, recognizing the late hour, thought the topic deserved better attention and asked to discuss it at a future meeting. Mr. Jennett will not be present for the February 26th Selectmen's Meeting so the topic will be included on the March 5th agenda. Mr. Fields will be asked to attend that meeting and provide his update.
10. **Problem Animal Control Agent (PACA)/Coyote Attacks:** See above. This topic was discussed at the beginning of the meeting.

TOWN ADMINISTRATOR NOTES

Mr. Chenard noted that the West Suburban Health Group has not appointed him as a Steering Committee member as requested in a letter from Mr. Freedman. Three people are up for two slots and the topic was deferred to their next meeting. Mr. Freedman will write another letter.

SELECTMEN'S CONCERNS

Ms. Salamoff would like to announce a timeline to residents regarding the South Main Street Project. Mr. Chenard stated he would work on this and that there will be another informational session in March.

ADJOURNMENT

On a motion by Ms. Mistrot, seconded by Mr. Hickey, the Board unanimously voted on a roll call vote to adjourn the Board of Selectmen's Meeting at 11:19 p.m.

Richard P. Jennett, Jr., Clerk

February 12, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on February 26, 2018

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

<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=497&MinutesMeetingID=-1&doctype=Agenda>

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

February 24, 2016

5:30 PM

PRESENT: Chairman Richard P. Jennett, Jr., Vice Chair Nicholas S. Mabardy, Clerk Jonathan Freedman, John Connolly, and Susan G. Salamoff

ALSO PRESENT: Town Administrator Martha L. White and Executive Assistant Trish O'Neil

The Chairman called the meeting to order at 5:33 p.m. and requested a motion to enter into Executive Session to discuss matters pertaining to Litigation, Real Property, and Trade Secrets or Confidential or Proprietary Information Regarding Activities by a Governmental Body as Energy Supplier, Municipal Aggregator, or Energy Cooperative, announcing that discussion of Executive Session matters in Open Session would have a detrimental effect on the Board of Selectmen's negotiating position and the Town's interests. Mr. Connolly, seconded by Mr. Freedman, moved to enter into Executive Session and, by a roll call vote, all Board Members voted in favor of the motion. The Board entered into Executive Session at 5:35 p.m., the Chair announcing that the meeting would return to Open Session at approximately 7:00 p.m.

Open Session reconvened at 6:55 p.m. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

PRIORITY DISCUSSION – CRT UPDATE: Josh Ostroff, the CRT Advisory Committee Chair, provided an update related to the Cochituate Rail Trail. The Finance Committee joined the meeting to hear Mr. Ostroff's update.

- a. **Acceptance of Gifts to Acquire CSX Saxonville Branch:** The lack of response from MassDOT to the Town's request for financial assistance has complicated private fundraising efforts by the Friends of Natick Trails but there have been many pledges made of private donations and future donations from local businesses to help offset the cost of acquiring this land. Both Steve Levinsky and Josh Katzen of Cloverleaf have made donations and Mr. Ostroff requested that the Board accept those gifts offered for purchase of the land. Moved by Mr. Connolly and seconded by Ms. Salamoff, the Board voted 5-0-0 in favor of accepting the donations.
- b. **State Assistance Update:** Mr. Ostroff reported that no response has been received from MassDOT and stated his position that the Town should move forward on the assumption that it will not be receiving State assistance for the Cochituate Rail Trail.
- c. **TJX/Route 30 Project Update:** The CRT project was recently complicated by the planned expansion of the TJX campus, which is right next to the rail trail, but the CRT design will not be significantly affected. The CRT project may be slightly expanded as a result but with no significant cost to the Town.
- d. **Revised Motion and Funding Sources for Special Town Meeting #2, Article 3:** A revised recommended motion for acquisition of CSX land confirms the earlier vote to appropriate \$2.5 million from the FAR Bonus Stabilization Fund. The additional funding sources are the FAR Bonus Stabilization Fund (\$2.1 million), borrowing (up to \$1,471,000), and gifts. The amount of gifts will reduce the amount of borrowing. The benefits of this approach are that it preserves as much Free Cash as possible for anticipated capital projects, and borrowing can be paid back early. Mr. Connolly pointed out that he had been on the losing end of a 3-2 vote by the Board to fund the purchase with Free Cash. Mr. Jennet indicated that the Board would be reconsidering that vote this evening. Mr. Connolly and Mr. Mabardy voiced their resistance to borrowing, noting that if no gifts were forthcoming, the burden of repayment would fall on the taxpayers. Ms. White and Mr. Jennett noted that they had been approached by corporate sponsors strongly supportive of the project, though they could not reveal which ones, and Mr. Jennett gave his personal assurance that these corporate sponsors would donate at the appropriate time and stressed the urgency of completing the purchase by December so as not to forfeit the Federal Government's financial commitment to the project. Ms. White did agree with Mr. Connolly that if those gifts did not come to fruition, the burden would indeed fall on the taxpayers but, noting her confidence in the anticipated corporate sponsorship, recommended the Board approve the new recommendation. After the Board heard several comments from the public, a motion was made by Ms. Salamoff, seconded by Mr. Mabardy, to reconsider their

previous recommendation to Town Meeting for funding of the Rail Trail and the motion passed on a vote of 5-0-0. Ms. Salamoff then moved that the Board adopt the recommendation as recommended by the Town Administrator and outlined above. Mr. Freedman seconded the motion. Mr. Connolly recommended against it because of the Board's previous promise to not use taxpayer monies and Mr. Mabardy agreed with him. Mr. Freedman noted that he took Mr. Connolly's and Mr. Mabardy's points very seriously but that the chance of forfeiting federal funding was great, making the risk was worth taking. Mr. Jennett expressed much the same opinion and noted that the Town Meeting vote would take place on November 1st. The motion passed by a vote of 3-2 with Mr. Mabardy and Mr. Connolly casting the dissenting votes.

ANNOUNCEMENTS:

Ms. White reminded citizens about early voting at Town Hall between October 24 and November 4. Ms. White announced that the Opioid Task Force has scheduled another public meeting for questions and discussion on November 15th at the Morse Library Institute from 6:30-8:30 p.m.

Ms. Salamoff stated that a presentation of the Town's Master Plan is scheduled for November 29 at the Wilson School.

WHAT'S NEW

Present were Jillian Wilson Martin, the Sustainability Coordinator, and Jay Turner and Leo Ryan, the lead volunteers for Solarize Mass Natick, which launched in May and ended on October 1 of 2016. Ms. Wilson Martin announced the donation of a solar array to a local nonprofit and Mr. Turner stated that the selection process is in its final stages with selection of that nonprofit to be made in the next week. Mr. Jennett thanked the Solarize Mass Natick volunteers and read aloud a letter of recognition from the Board of Selectmen.

CITIZEN'S CONCERNS

None.

CONSENT AGENDA

The Chair asked if any members of the public or the Board would like to discuss any item on the consent agenda and no discussion was requested. Moved by Mr. Connolly and seconded by Mr. Freedman, the Board voted unanimously to approve the Consent Agenda conditional upon the fulfillment of all recommendations from Town Agencies and/or Departments. The following items were approved:

- Veterans' Service's Veterans' Day Parade Permit on November 11, 2016
- Recreation and Parks' request to close Common Street for the Spooktacular event on October 29, 2016 (with a rain date of October 30, 2016).

APPOINTMENTS WITH THE BOARD OF SELECTMEN

1. **Sustainability Committee Appointments:** Ms. White reminded the Board that the Recycling Committee had been disbanded over the summer with a plan to form a more broad-based committee. With specific skill sets and expertise required, 20 applications were received and seven Committee Members were chosen. Ms. White asked for the Board's endorsement of those chosen. Moved by Ms. Salamoff and seconded by Mr. Connolly, the Board voted 5-0-0 to confirm the recommended appointments as follows: Leo Ryan, Amy Boyd Rabin, Katie Schindall, Patrick Haswell, Patrick Conaway, Matthew Gardner, and Paul Lucot.
2. **Interviews for Appointments to the Zoning Board of Appeals:** Daiva Izbickis Verselis and Paul Piccioli talked about their backgrounds and reasons they would be good choices for the Zoning Board. By a ballot vote, Ms. Verselis was appointed to the Board by a vote of 3-2.
3. **Natick Center Associates:**
 - a. **Natick Center Cultural District First Quarter Update:** Deb Sayre presented on behalf of Mr. Levinsky and provided the Board with the NCCD quarterly report.
 - b. **Request to Bag Parking Meters During Holiday Season (11/26/16-1/2/17):** Moved by Ms. Salamoff and seconded by Mr. Connolly, the Board voted 5-0-0 in favor.
 - c. **Approve Proposed Art for Electrical Boxes:** Mr. Connolly asked if the artwork depicting fireworks could be shared with the veterans and was told it could. On a motion by Mr. Connolly, seconded by Ms. Salamoff, the Board voted 5-0-0 in favor of the artwork barring

any objections from the Natick Veterans' Council. On a motion by Mr. Freedman, seconded by Ms. Salamoff, the Board voted 5-0-0 in favor of artwork depicting robots.

4. **Treasurer:**

a. **Establish Useful Life for Equipment in Anticipation of Borrowing:** Steve Price, Treasurer/Collector, explained that anything exceeding five years of useful life must be voted by the Board according to MGL Chapter 44, Section 9. Moved by Ms. Salamoff and seconded by Mr. Freedman, the Board voted 5-0-0 to approve the useful life expectancy of several DPW vehicles.

b. **FY 2016 Year End Treasurer's Cash Report:** No voted needed; presented for informational purposes. The balance as of June 30th was \$84 million plus.

5. **Deputy Town Administrator/Operations on Behalf of Fire Chief – Acceptance of \$2500**

Donation from Cognex: Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted 5-0-0 to approve Chief White's request to accept a \$2500 donation from Cognex, which will be used to install smoke and carbon monoxide detectors in the homes of seniors. Ms. White accepted the donation for the Chief and Mr. Connolly asked that a thank you letter be sent to Cognex from the Board.

DISCUSSION AND DECISION

6. **2016 Fall Annual Town Meeting Warrant Articles – 24, 25, 26, 27, 29, 30, 33, 34:**

a. **Article 24** – Amend Zoning By-Laws Regarding Micro Breweries: This Article was acted on by Town Meeting so there was no need for Board discussion.

b. **Article 25** – Amend Zoning By-Laws Regarding Dimensional Requirements: Moved by Mr. Mabardy and seconded by Mr. Freedman, the Board voted 4-0-1 to refer to the Planning Board. Mr. Connolly abstained, stating he did not know enough about it. On a second vote, moved by Mr. Mabardy and seconded by Mr. Freedman, the Board voted 5-0-0 to rescind their recommendation and pass.

c. **Article 26** – Amend Zoning By-Laws to Add Definition for "Special Care Residence:" Pass.

d. **Article 27** – Amend Zoning By-Laws Regarding Driveways and Parking Dimensions: Pass.

e. **Article 29** – Amend the Natick Zoning Bylaw to Create an Assisted Living Option Overlay District (ALOOD): Moved by Mr. Connolly and seconded by Mr. Mabardy, the Board voted 5-0-0 to refer the Article back to the Planning Board.

f. **Article 30** – Include Certain Parcels of Land on Eliot Street and Everett Street in the Assisted Living Option Overlay District ("ALOOD"): Moved by Mr. Connolly and seconded by Mr. Mabardy, the Board voted 5-0-0 to refer the Article back to the Planning Board.

g. **Article 33** – Amend the Town of Natick By-laws to Ban the Use of Polystyrene: Pass.

h. **Article 34** – Acquisition of 218 Speen Street: Moved by Mr. Freedman and seconded by Mr. Connolly, the Board voted 5-0-0 No Action.

7. **2016 Special Town Meeting #2 Warrant Articles – 2, 3, 4, 5, 7, 8, 9, 10, 11:**

a. **Article 2** – Appropriate Funds for the Design and Development of the Cochituate Rail Trail: Previously voted on October 5, 2016 as follows: Moved by Mr. Freedman and seconded by Mr. Connolly, the Board voted 5-0-0 that the Town vote to appropriate the sum of \$50,000 to be expended under the direction of the Board of Selectmen for design and related services for the proposed Cochituate Rail Trail, and that the sum of \$50,000 be raised from MathWorks Mitigation Fees. e. Special Town Meeting #2, Article 3: Appropriate Fund

b. **Article 3** – Acquisition of the CSX Saxonville Branch: Previously voted this meeting 3-2 favorable action.

c. **Article 4** – Amend the Natick Zoning By-Law to Create a Transitional Overlay Option Plan (TOOP): Moved by Mr. Jennett and seconded by Mr. Connolly, the Board voted 5-0-0 to refer the Article back to the Planning Board at the request of the sponsor.

d. **Article 5** – Include Certain Parcels of Land Located on the Southerly Side of East Central Street, the Easterly Side of Lincoln Street, the Easterly and Westerly Side of Wilson Street and the Westerly Side of Grant Street in the Transitional Overlay Option Plan (TOOP): Moved by Mr. Jennett and seconded by Mr. Connolly, the Board voted 5-0-0 to refer the Article back to the Planning Board at the request of the sponsor.

e. **Article 7** – Amend Zoning By-Laws: SPGA Designation – Industrial I & II: Postponed to November 2nd

f. **Article 8** – Amend Zoning By-Laws: Motor Vehicles: Postponed to November 2nd

g. **Article 9** – Amend Zoning By-Laws : Remove Ambiguous Wording from Section 323.3: Postponed to November 2nd

- h. **Article 10** – Amend Zoning By-Laws: 55 Years of Age Amenity Housing: Postponed to November 2nd
- i. **Article 11** – Amend Zoning By-Laws: Elderly Family Residence: Postponed to November 2nd
- 8. **Discussion Regarding Fiscal Year 2017 Selectmen’s Goals**: Postponed to November 2nd.
- 9. **2017 Liquor License Renewals**: Moved by Mr. Jennett and seconded by Mr. Connolly, the Board voted 5-0-0 to renew 2017 liquor licenses.

TOWN ADMINISTRATOR NOTES

Ms. White stated that she had an emergency item for discussion and a vote. The Senior Center’s part-time transportation coordinator recently resigned for personal reasons with no notice and Ms. White asked that the Board waive the 15-day approval period to hire John Rourke, a part-time employee who has expressed interest in the position, because the transportation program at the Senior Center cannot run without a coordinator. Moved by Mr. Freedman and seconded by Mr. Connolly, the Board voted 5-0-0 to waive the 15-day waiting period and appoint Mr. Rourke to the position.

SELECTMEN’S CONCERNS

Mr. Mabardy encouraged citizens to contact their public servants with any problems or issues.

ADJOURNMENT

On a motion by Mr. Connolly, seconded by Ms. Salamoff, the Board unanimously voted on a roll call vote to adjourn the Board of Selectmen’s Meeting at 11:26 p.m.

Richard P. Jennett, Jr., Clerk

October 24, 2016 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on February 26, 2018

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

<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=310&MinutesMeetingID=-1&doctype=Agenda>

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

November 2, 2016

6:00 PM

PRESENT: Chairman Richard P. Jennett, Jr., Vice Chair Nicholas S. Mabardy, Clerk Jonathan Freedman, John Connolly, and Susan G. Salamoff

ALSO PRESENT: Town Administrator Martha L. White and Executive Assistant Trish O’Neil

The Chairman called the meeting to order at 6:06 p.m. and requested a motion to enter into Executive Session to discuss matters pertaining to Litigation and Deployment of Security Personnel or Devices, or Strategies with Respect Thereto, the Chair announcing that discussion of Executive Session matters in Open Session would have a detrimental effect on the Board of Selectmen’s negotiating position and the Town’s interests. Mr. Connolly, seconded by Mr. Freedman, moved to enter into Executive Session and, by a roll call vote, all Board Members voted in favor of the motion. The Board entered into Executive Session at 6:08 p.m., the Chair announcing that the meeting would return to Open Session at approximately 7:00 p.m.

Open Session reconvened at 7:15 p.m. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

ANNOUNCEMENTS:

Ms. White announced that early voting will continue through this coming Friday at the Town Hall with Friday hours extended through 5:00 p.m. Election Day is Tuesday, November 8th and the polls will be open from 7:00 a.m. until 8:00 p.m.

Ms. Salamoff stated that she was informed by the Town Clerk this evening that approximately 6,600 people have already voted, i.e., over 20% of registered voters.

WHAT’S NEW

Linda Stetson, Director of the Morse Library Institute, introduced high school freshman Evan Sepe, who is working on his Eagle Scout project, using the library’s 3D printer to print multi-sized, prosthetic hands for donation through a global volunteer initiative called Enable to residents of third world countries. Twelve prosthetic hands were recently sent to Nigeria. Dave Bartos, Evan’s father, thanked the library staff for their assistance and stated that project could not be done without their help. All supplies and use of the printer are offered free of charge.

CITIZEN’S CONCERNS

Adrian Jaho, a Wellesley Ave. resident, complained about demolished buildings adjacent to his property that have dirt piled up three feet higher than his property. He indicated that surface water is invading his property, with four to five floods in the last year. He has spoken to the Board of Health about the problem. A drain built by the Town is not sufficiently able to drain the area. Ms. White obtained the resident’s contact information and will have staff reach out to him.

CONSENT AGENDA

The Chair asked if any members of the public or the Board would like to discuss any item on the consent agenda and no discussion was requested. Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted unanimously to approve the Consent Agenda conditional upon the fulfillment of all recommendations from Town Agencies and/or Departments. The following items were approved:

- Parade permit for Katie V Road Race on 5/21/16
- Surface water sampling in Natick for General Chemical

APPOINTMENTS WITH THE BOARD OF SELECTMEN

1. **Public Hearing – Eversource Grant of Location:** Mr. Freedman read the Public Hearing Notice. Moved by Mr. Freedman and seconded by Mr. Connolly, the Board voted 5-0-0 to open the Public Hearing. Christine Cosby of Eversource Energy requested permission to install a pole for electric service for a car-charging station at the Fire Station. There were no public comments. Mr. Connolly, seconded by Mr. Freedman, moved to close the Public Hearing and the motion passed 5-0-0. Moved by Mr. Connolly and seconded by Mr. Freedman, the Board voted 5-0-0 to approve the request. Mr. Connolly asked for and was given Ms. Cosby's card, indicating his desire to discuss low-hanging wires that were recently hit by a truck, causing a fire.
2. **MASFannon, d/b/a Austin's Liquor Store – Application for Change in Manager – Sean Anderson:** Noting that the previous manager had been terminated on March 31st, Mr. Anderson stated he had been managing the store since April 1st. Mr. Connolly stressed that it is the responsibility of the license-holder to ensure that the establishment is in compliance in order to avoid revocation of the license. Moved by Mr. Connolly and seconded by Ms. Salamoff, the Board voted 5-0-0 to approve the change in manager application.
3. **Procurement Officer – Recommendations for Award of Contracts:**
 - a. **Springvale Well No. 4 Replacement:** Moved by Mr. Connolly and seconded by Ms. Salamoff, the Board voted 5-0-0 to award the contract to Maher Services, Inc. in the amount of \$127,305 with the stipulation that the Board be notified of any change orders.
 - b. **On-Call Electrical Maintenance and Repair Services:** Moved by Mr. Freedman and seconded by Mr. Connolly, the Board voted 5-0-0 to award the contract to Lantern Light & Electric, Inc. in the amount of \$80 per hour for a period of one year with two one-year options for renewal.

Mr. LeBlanc explained that the contracts for janitorial services and carbon monoxide approved at the last meeting were mailed out on October 21st but have not been received by the vendors and requested that the Board Members sign the contracts again so that they can be resent.

4. **Josh Ostroff, CRT Advisory Committee Chair – Cochituate Rail Trail Update:**
 - a. **CRT Update:** Town Meeting continued the discussion on the acquisition last evening because there was an issue with the motion and the Town Moderator requested specific dates for the purchase & sale as well as all of the amendments. CSX accepted the most recent amendment and agreed to all its terms. The Secretary of Transportation sent a letter indicating that no funding would be provided for the purchase by MassDOT but expressing support of construction funding. If Town Meeting votes favorable action, there is still a tight timetable to make the December 1st closing date. CSX is willing to extend the date. Mr. Ostroff advised allowing Town Meeting to make its decision and, if the vote is favorable, to then get the process underway and map out the time it will take to secure BANs.
 - b. **Status of Wonderbread Spur Taking:** Mr. Ostroff stated that there is nothing to report from Town Counsel, but that Town Counsel will be talking to CSX and there will likely be something to report in the next couple of days.
 - c. **Acceptance of Gifts:** There are multiple gifts on this evening's agenda that, if accepted by the Board, would decrease the amount that needs to be borrowed. Mr. Ostroff requested that the Board accept gifts from himself and Mrs. Ostroff (\$500), the Distinctive Hospitality Group (\$5,000), and John Gregory & Mary Fenelon (\$200) for a total of \$5,700. Moved by Ms. Salamoff and seconded by Mr. Connolly, the Board voted 5-0-0 to accept the gifts. Mr. Jennett thanked all for their commitment to the project.

A Natick resident, A. Richard Miller, requested the opportunity to speak. He proposed taxing CSX at a higher rate based on CSX's claimed value of the property, stating that claimed amount was \$11 million. Mr. Ostroff explained that any deduction CSX could claim on their taxes would, legally, have to be based on the appraised value.

DISCUSSION AND DECISION

5. **2016 Special Town Meeting #2 Warrant Articles – 7, 8, 9, 10, 11:**
 - a. **Article 7 – Amend Zoning By-Laws: SPGA Designation – Industrial I & II:** Since no Planning Board representative was present, no vote was taken, thus no recommendation.
 - b. **Article 8 – Amend Zoning By-Laws: Motor Vehicles:** Since no Planning Board representative was present, no vote was taken, thus no recommendation.

- c. **Article 9** – Amend Zoning By-Laws : Remove Ambiguous Wording from Section 323.3: Moved by Mr. Jennett and seconded by Mr. Freedman, the Board voted 5-0-0 to support favorable action on Article 9 contingent upon Article 11 passing at Town Meeting.
 - d. **Article 10** – Amend Zoning By-Laws: 55 Years of Age Amenity Housing: Moved by Mr. Connolly and seconded by Ms. Salamoff, the Board voted 5-0-0 for indefinite postponement of Article 10.
 - e. **Article 11** – Amend Zoning By-Laws: Elderly Family Residence: The Board voted 5-0-0 on two motions and two votes to support a revised Article 11 with changes as follows. Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted to delete the second sentence in the definition of “Elderly Family Residence” and to delete the parenthetical phrase “co-head.” Moved by Ms. Salamoff and seconded by Mr. Mabardy, the Board voted to change the age from 62 to 55.
6. **Discussion Regarding Banner Policy & Banner Request:**
- a. **Banner Request, Brochu Bros., 11/13-12/24/16:** Mr. Mabardy stated that a charitable event is to be held on the Brochu Bros. property at no charge and with no benefit to the Brochu Bros. However, a new request is required from Brochu Bros. since it is unclear whether the charitable event they wish to advertise relates to the Wounded Warriors Fund or the Flutie Foundation.
 - b. **Discuss Change in Banner Policy:** The Town’s Banner Policy states that no banner will be hung between December 1st and spring. Mr. Mabardy pointed out that a banner is hung in March to advertise the Election and since it snows in March and banners can be hung then, they should be allowed at other times in the winter. Mr. Mabardy stated he would like to change the policy. Ms. Salamoff pointed out that the Banner Policy states that only banners for nonprofits will be hung and questioned whether allowing a business to hang a banner would be acceptable; if so, that would require an additional change to the policy. Mr. Jennett stated that if it were not a commercial banner, but a banner advertising a fundraiser, that should be acceptable. After a great deal of discussion, no vote was taken regarding amending the Banner Policy until a new request from Brochu Bros. is received.
7. **Discussion Regarding Fiscal Year 2017 Selectmen’s Goals:** Moved by Mr. Connolly and seconded by Mr. Mabardy, the Board voted 5-0-0 to adopt the FY 2017 Goals as compiled by the Selectmen with quarterly updates to be provided by the Town Administrator. The first update will be expected during the second meeting in January.
8. **Discussion Regarding Formation of a Citizens’ Committee to Provide Input for Garage Feasibility Analysis:** According to Ms. White, FinCom discussed whether a citizens’ professional group should be put together to help in the garage feasibility analysis and suggested perhaps making it a building committee. Mr. Freedman stated he would like more definition on what the committee would be doing, its composition, term, function, charge, etc., and wondered how it would interact with consultants, the Board, and other constituents. Ms. White offered to compose a charge for the committee but Mr. Jennett stated he would like to have further discussions with staff regarding what skill sets potential committee members should be required to have. No decision was made this evening.
9. **2017 Parking Permit Fees:** Ms. White recommended no change to the current fees since there is no driver to do so. Mr. Freedman moved, seconded by Mr. Connolly, to accept the Town Administrator’s recommendation and leave fees as they are and the motion passed 5-0-0.
10. **2017 Board of Selectmen Meeting Dates – January to May 2017:** Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted 5-0-0 to approve the proposed meeting dates.

TOWN ADMINISTRATOR NOTES

None.

SELECTMEN’S CONCERNS

Mr. Connolly requested that MassDOT come to a Selectmen’s Meeting to explain what is happening with the Marion Street Bridge project. Ms. White said she would arrange for this to happen. Mr. Connolly also stated he would like to have a conversation with Jamie Sheridan and others about Camp Arrowhead. Mr. Jennett agreed that a “clear the air” meeting should be held. Ms. White stated that at the present time, there is no lease, license, or memorandum of agreement with anyone so no one has the rights to the property.

Mr. Freedman stated he would not be available for the November 14th meeting.

Ms. Salamoff stated she would be unavailable during the last week in December. Ms. Salamoff also noted that a Master Plan Forum is scheduled for Monday, November 29th at the Wilson Middle School at 7:00 p.m. and that an Opioid Forum is scheduled for November 15th at the Morse Library.

Mr. Mabardy stated that three years ago, Town Meeting appropriated money for a survey to solicit opinions on the Town's activities and performance. Ms. White stated she had been discussing this with the Community Services Director, Jemma Lambert, who would be coming forward with a proposal. Mr. Mabardy noted that a suicide prevention forum will be held by the Veterans' Council on November 17th at the Community-Senior Center.

Mr. Jennett expressed frustration that no Town Meeting information is on the front page of the Town's website.

ADJOURNMENT

On a motion by Mr. Connolly, seconded by Mr. Mabardy, the Board unanimously voted on a roll call vote to adjourn the Board of Selectmen's Meeting at 11:17 p.m.

Richard P. Jennett, Jr., Clerk

November 2, 2016 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on February 26, 2018

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<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=305&MinutesMeetingID=-1&doctype=Agenda>

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

November 21, 2016

5:30 PM

PRESENT: Chairman Richard P. Jennett, Jr., Vice Chair Nicholas S. Mabardy, Clerk Jonathan Freedman, John Connolly, and Susan G. Salamoff

ALSO PRESENT: Town Administrator Martha L. White and Executive Assistant Trish O'Neil

The chair called the Public Meeting to order at 5:30 p.m., noting that Executive Session would be held following the close of the Public Meeting to discuss matters pertaining to Non-Union Personnel Negotiations and Collective Bargaining. The Pledge of Allegiance was recited and a moment of silence observed to honor those protecting our country and in remembrance of Mary Brown, a long-time Natick resident, described by Mr. Jennett as a 50-year Town Meeting Member who was big of heart and held a great commitment to the community, who recently passed away.

CITIZEN'S CONCERNS

None.

APPOINTMENTS WITH THE BOARD OF SELECTMEN

Chief of Police:

- a. **Request to Accept Donations:** Moved by Mr. Connolly and seconded by Ms. Salamoff, the Board voted 5-0-0 to accept donations from residents Mary C. Connelly and Paula K. Reuters to be expended at the direction of Chief Hicks.
- b. **Request to Appoint Permanent Police Officer:** Following the resignation of Officer Brandon Hanss, the Chief requested Board approval of the appointment of Jennifer Stoller as a permanent, full-time police officer effective January 9, 2017, which is the next Academy start date. With this appointment, Ms. Stoller is anticipated to be working as an officer by July. Moved by Ms. Salamoff and seconded by Mr. Connolly, the Board voted unanimously to approve the appointment. Ms. Stoller thanked the Board, the Chief, and her family.

DISCUSSION AND DECISION:

1. **Ratification of Public Employees Local Union 1116 of the Laborers' International Union of North America Contract – DPW (MOA signed 5/16/16):** Ms. White stated that the Board approved the Memorandum of Agreement in Executive Session for fiscal years 2016, 2017, and 2018 (7/1/15-6/30/18) and is asked now to ratify the MOA publicly. The MOA covers all DPW laborers. Moved by Mr. Connolly and seconded by Ms. Salamoff, the Board voted 5-0-0 to ratify the MOA.
2. **Discussion Regarding Community Unity:**
 - a. **Board of Selectmen Statement of Values / Natick United Statement with BoS Signatures:** Ms. Salamoff talked about the Board generating a statement of values in response to the recent incident in Natick in which threatening, racist letters were sent to a resident, and in response to the general tone present in the country following the presidential election. Ms. Salamoff stated she spoke at three events, including a rally, over the weekend and indicated there is a call for the Board of Selectmen to make a statement. She encouraged the Board to adopt the Natick United "Stand Up" statement, with or without modifications, issued by members of the clergy, community leaders, and residents or to issue its own statement as a means of showing leadership and intolerance of hate in any sphere. Mr. Connolly indicated that he would not sign such a statement because he, and all of the Board Members, exhibit all of the attributes mentioned in the "Stand Up" statement in every aspect of daily life and so he does not need the Board of Selectmen to serve as his moral compass. He stated that the recent incident was not indicative of life in Natick. Part of Mr. Connolly's resistance to signing such a statement was that he did not feel that he could respect and embrace all people, such as people whose sexual preference is children or people who want to kill Americans. Mr. Mabardy stated that long

before the current statement was issued, he belonged to a group called “Joining Hands for Peace” and has lived his entire life as a caring, respectful, welcoming person. He as well felt that he did not need to be told to be more tolerant, more considerate, or more caring. Ms. Salamoff stated that what is important is to show that the Selectmen are taking a leadership role. Mr. Jennett agreed that Mr. Connolly and Mr. Mabardy embody the values noted in the “Stand Up” statement but noted that the Board Members are leaders and role models in the community, and the idea of a statement would be to show what the Natick community is all about in that the incident that occurred is such a glaring misrepresentation of the Town and its people. Noting his belief that Ms. Salamoff is trying to set a tone and show the rest of the world what Natick’s values are, Mr. Jennett asked the Board to return to the table at the next meeting with a statement that encompasses all of their thoughts, and he thanked Ms. Salamoff for taking this initiative.

- b. **Peace Lights on Natick Common Gazebo:** A minister from the Eliot Church, describing himself as a part of the Rainbow Peace Flag Movement, stated he had attended two meetings of interfaith clergy held in response to the incident that occurred in Natick and at one of those meetings, Representative David Linsky, noting that the peace flag had become a unifying symbol in Natick, suggested having it displayed on the Town Common. The minister’s initial thought was to wash the gazebo in a rainbow of lights but, realizing the gazebo would already be covered with lights and wreaths for the holidays, the concept now is to display a lighted peace sign that would be in keeping with the other displays on the Common (the Christmas Crèche and the Menorah). The minister showed the Board two light prototypes, stating he would like to place one on the Common prior to the tree lighting ceremony on November 27th and in time for a planned vigil following the tree lighting ceremony. Mr. Jennett pointed out the requirement for Recreation Department approval. Ms. White noted that the previous Saturday rally did not receive approval but for the Board to have disallowed it would have been inappropriate and suggested that the Board may want to give the upcoming vigil its blessing. However, Ms. White stated that a discussion would definitely need to take place with the Recreation Department because the power required for the light could interfere with the Common’s irrigation system. Mr. Connolly stated that if a positive vote were taken by the Board, perhaps the minister could share that with the Recreation Department Director to encourage approval. Mr. Connolly moved to support the effort and Ms. Salamoff seconded the motion. The Board voted unanimously to support the erection of a lighted peace sign on the Common from November 27th until the holiday lighting is taken down.
3. **Discussion Regarding Banner Policy & Banner Request:**
- a. **Banner Request – Brochu Bros. – 11/13-12/24/16:** The Brochu Bros. request has been withdrawn.
 - b. **Discuss Change in Banner Policy:** Martin Kessel, a Water Street resident, stated that there is so much information crammed onto banners that people stopping to read them has become a safety issue. He suggested, if consideration is given to revising the policy, that guidelines regarding size and a limit on the number of words a banner can contain be considered. No action was taken by the Board on the Banner Policy this evening.

TOWN ADMINISTRATOR NOTES

None.

SELECTMEN’S CONCERNS

Mr. Connolly stated that Ed Carr, a former Natick Selectman, will be unveiling a Vietnam Memorial on November 27th on Blandford Ave in Framingham honoring veterans killed in the line of duty. Mr. Carew, the Veterans’ Services Officer, also asked Mr. Connolly to remind people of the December 7th Pearl Harbor observation at the Community-Senior Center. Mr. Connolly asked for follow-up on why the senior citizens’ craft fair had to be held at the Elks and not at the Community-Senior Citizen. Ms. Salamoff stated that it was the fair organizers’ decision to hold the event at the Elks because they felt they did not have enough room at the Community-Senior Center the previous year. There was back-and-forth discussion about whether or not senior citizens are charged for use of the space.

Mr. Jennett stated that work on the Marion Street Bridge is progressing with completion projected for 2017.

Ms. Salamoff wished everyone a Happy Thanksgiving.

ADJOURNMENT

On a motion by Mr. Connolly, seconded by Mr. Freedman, the Board unanimously voted on a roll call vote to adjourn the Board of Selectmen's Meeting at 7:03 p.m. and to move into Executive Session, noting that the Public Meeting would not reopen.

Richard P. Jennett, Jr., Clerk

November 21, 2016 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on February 26, 2018

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BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

November 14, 2016

6:00 PM

PRESENT: Chairman Richard P. Jennett, Jr., Vice Chair Nicholas S. Mabardy, John Connolly, and Susan G. Salamoff

ALSO PRESENT: Town Administrator Martha L. White and Executive Assistant Trish O'Neil

ABSENT: Clerk Jonathan Freedman

The Chairman called the meeting to order at 6:05 p.m. and requested a motion to enter into Executive Session to discuss matters pertaining to Real Property, Litigation, and Executive Session Minutes, announcing that discussion of Executive Session matters in Open Session would have a detrimental effect on the Board of Selectmen's negotiating position and the Town's interests. Mr. Connolly, seconded by Ms. Salamoff, moved to enter into Executive Session and, by a roll call vote, all Board Members voted in favor of the motion. The Board entered into Executive Session at 6:08 p.m., the Chair announcing that the meeting would return to Open Session at approximately 7:00 p.m.

Open Session reconvened at 7:08 p.m. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

ANNOUNCEMENTS:

- 1. Discussion Regarding Community Unity:** Mr. Jennett opened the meeting with a discussion about a recent incident in the community that he felt residents should be aware of. He introduced the Chief of Police who stated that a resident had reported that on November 10th and November 11th, letters had been left at a resident's home that had racial overtones and contained threats to the resident. Chief Hicks stated that the Department is taking the matter very seriously and it will be investigated, taking it to the federal level and partnering with the Attorney General's Office to help with the investigation and prosecution. Noting the negative rhetoric permeating the news of late, the Chief reinforced that Natick is an inclusive and welcoming community that will not condone nor accept the presence of hate crimes. Ms. White stated that the rhetoric that is prevalent now has caused people to be fearful because others have felt emboldened to contribute to it. Mr. Connolly stated he stopped by the resident's home today to declare his support and solidarity and reiterated to the resident and the family that everyone is taking the incident very, very seriously. Mr. Mabardy expressed similar thoughts. Ms. Salamoff stated that the recent presidential election both disappointed and exhilarated people but regardless of which, all people should be treated with dignity and respect. Mr. Jennett urged the community to have faith in the good and that people come together to fight incidents like this and show the goodness inherent in Natick. Mr. Jennett stated a vigil is being planned.
- 2. Opioid Task Force Public Meeting:** Katie Sugarman, the Town's Prevention and Outreach Program Manager, stated that a public meeting will be held tomorrow night at the Morse Institute Library from 6:30-8:30 to follow up on the previous meeting and to allow community members to talk about their ideas, concerns, and solutions to the problem of opioid use and abuse.

Ms. White announced the Town Hall schedule for the upcoming holidays. Town Hall will be open Thanksgiving week from Monday-Wednesday from 8:00-5:00 and will be closed on Thanksgiving Day and the day after. For the weeks of the Christmas and New Year's holidays, Town Hall will be closed on the Monday following each holiday.

WHAT'S NEW

Kelsey Hampton, the Director of Volunteer and Food Services, presented on behalf of Greg Tutuny, Executive Director of the Natick Service Council, and stated that meals will begin to be available for pick-up this Thursday. There have been 225 requests for assistance this year and the Natick Service Council has been working to match them with sponsors to supply a full, uncooked meal for those homes. There are currently 47 single seniors left to match with sponsors. The annual "Fill the Cruiser" event is

scheduled for November 19th and the items donated will fill holiday baskets for children and seniors. There are currently 258 requests for help. The Police Department also has a “Giving Tree” – community members may take a tag off the tree and provide a requested item as a gift. Ms. White thanked Kathy Lentini, the Town’s Information Officer, for organizing the drive to have two baskets filled by Town employees.

CITIZEN’S CONCERNS

None.

CONSENT AGENDA

The Chair asked if any members of the public or the Board would like to discuss any item on the consent agenda and no discussion was requested. Moved by Ms. Salamoff and seconded by Mr. Connolly, the Board voted 4-0-0 to approve the Consent Agenda conditional upon the fulfillment of all recommendations from Town Agencies and/or Departments. The following items were approved:

- The request of St. Patrick’s Church to display the Christmas Crèche on Town Common from 12/8/16-1/7/17
- Town Common use for Natick Earth Day event on 4/23/17 (rain date: 4/30/17)

APPOINTMENTS WITH THE BOARD OF SELECTMEN

1. **Chief of Police – Safety Committee Recommendations:** Moved by Mr. Mabardy and seconded by Mr. Connolly, the Board voted 4-0-0 to approve the following Safety Committee recommendations:
 - a. Installation of MUTCD stop sign on Ingleside at Peterson
 - b. Removal of “No Right Turn on Red” sign at Oak and Bacon Streets
 - c. Construction of a median with a crosswalk and midway island in accordance with MUTCD standards at Lake Street at Route 27Ms. White stated that she has also submitted a request for a light near the post office since it is a very dark walk at night for staff who park there. Chief Hicks stated it will be discussed at the November Safety Committee Meeting.
2. **Matt Steinberg – Interview for Appointment to the Information System Advisory Board:** Mr. Steinberg noted that he had been appointed an associate member several months ago and, with the recent resignation of a member, would like to become a full voting member. Moved by Mr. Mabardy and seconded by Ms. Salamoff, the Board voted 4-0-0 to appoint Mr. Steinberg as a full voting member.
1. **Interviews for Appointment to the Community Services Advisory Board:** After each candidate provided background information and reasons they would be good additions to the Board, Ms. Salamoff moved to appoint all three candidates to the Board. Mr. Connolly seconded the motion and the Board voted 4-0-0 in favor of appointing Linda Vitagliano, Fona Mangino, and Sue Shea.
2. **Application for Common Victualler’s License – B. Good, LLC:** Christian Contarino presented to apply for a common victualler’s license for his restaurant that will serve fast casual food, using locally sourced produce and beef. He stated that he intends to give back to the community by providing food for the homeless and for school children. He anticipates opening by the end of the year, but it could potentially be after the first of the new year. Moved by Ms. Salamoff and seconded by Mr. Connolly, the Board voted 4-0-0 to grant a common victualler’s license.
3. **Farmers’ Market Application for Section 15F Wine License – La Cantina Winery Co:** Robert Vozzella presented to request permission to sell wine at the Farmers’ Market. Deb Sayre, Director of the Farmers’ Market, stated that Mr. Vozzella’s would be one of two wine licenses that will alternate on a weekly basis. Mr. Mabardy noted that the Police Department requires TIPS certification and not STOP, as is the certification Mr. Vozzella has. Moved by Mr. Connolly and seconded by Mr. Mabardy, the Board voted 4-0-0 to approve the wine license with the stipulation that Mr. Vozzella obtain TIPS certification.
4. **Public Hearing – Application for On-Premises Beer and Wine License – La Fete, LLC:** Ms. White read the Public Hearing Notice. Moved by Mr. Connolly and seconded by Mr. Mabardy, the Board voted 4-0-0 to open the Public Hearing. Margaret Nichols, owner of La Fete, stated she and her husband, Kevin, have been business owners in Natick for 17 years with a full-service catering company. Having purchased Bakery on the Common and hoping to open around Thanksgiving to serve breakfast, lunch, and other prepared foods, Ms. Nichols requested approval of a license to serve beer and wine. There were no comments from the public. Moved by Mr. Mabardy and

seconded by Mr. Connolly, the Board voted 4-0-0 to close the Public Hearing. On a motion by Mr. Connolly, seconded by Mr. Mabardy, the Board voted 4-0-0 to issue a Downtown Beer & Wine License.

5. **Public Hearing – Cable Television License Transfer:** Mr. Jennett read the Public Hearing Notice. Moved by Ms. Salamoff and seconded by Mr. Connolly, the Board voted 4-0-0 to open the Public Hearing. Thomas K. Steel, Vice President and Regulatory Counsel for RCN Telecom Services, stated that his company, now TPG Capital, an investment firm, is seeking to purchase RCN and asked for approval under the terms of cable license and state law and regulations to transfer the license. Among several minority investors are Google and Dragonstone. The name of the company will remain RCN. Mr. Chenard stated that proper application was received to transfer the license. There were no public comments. Moved by Mr. Connolly and seconded by Ms. Salamoff, the Board voted 4-0-0 to close the Public Hearing. Mr. Connolly, seconded by Ms. Salamoff, moved to approve transfer of the license and the motion carried by a vote of 4-0-0.
6. **Public Hearing – Fiscal Year 2017 Property Tax Classification:** Present were Jan D'Angelo, Director of Assessing and Chair of the Board of Assessors, Eric Henderson, Assistant Assessor, and Molly Reed, a member of the Board of Assessors. Ms. D'Angelo requested a vote on the property tax rate classification, a residential exemption, and a small commercial exemption. Following her presentation and a question and answer period with much statistical review, and with no questions from the public, Mr. Connolly, seconded by Ms. Salamoff moved to close the Public Hearing. The motion passed by a vote of 4-0-0. Ms. Salamoff made a motion to adopt a residential factor of 1.00 resulting in a single tax rate. Mr. Connolly seconded the motion, which passed by a vote of 4-0-0. Mr. Jennett asked if the Board wished to consider a residential or small commercial exemption and, seeing no interest, no vote was taken.
7. **Tim Kelley, JFK Transportation, Inc. – Request for Taxicab Rooftop Signage:** Mr. Kelley described the signs he would like to have on the top of his cabs, stating that he has an arrangement with Mutual One. Mr. Mabardy noted Lt. Lauzon's request that the Board vote pending his inspection, when he will ensure that the signs are safe and that the blinking cab lights show. Mr. Mabardy moved, seconded by Mr. Connolly, to approve Mr. Kelly's request contingent upon Lt. Lauzon's recommendations. The Board approved the motion on a vote of 4-0-0. Mr. Jennett stated that advertising on JFK Transportation vehicles would now be included as part of Mr. Kelley's annual taxicab licensing, i.e., if Mutual One decides not to continue advertising with JFK, JFK may go with another advertiser and will not need to come before the Board for any additional approval.
8. **Nick Hall, Points North – Request to Occupy a Public Way:** Mr. Hall, the Manager of Points North Construction Management, has met with Officer Lauzon to discuss occupying the public street in front of 13 and 15 West Central Street on November 18th between 6:30 a.m. and 3:00 p.m. with a concrete pump and truck to pour the foundation for their new building. Discussion ensued about the logistics of the project and notice to businesses in the area. Noting that the job would involve 50 concrete trucks moving about the area, Mr. Jennett suggested consulting again with Lt. Lauzon about possibly queuing the trucks up in a specific location rather than having all of them driving throughout the town. Mr. Chenard suggested speaking to the Elks about using their location. Moved by Mr. Connolly and seconded by Mr. Mabardy, the Board voted 4-0-0 to allow Points North to occupy the public way as requested contingent upon compliance with Lt. Lauzon's recommendations and the conditions discussed in this evening's meeting.
9. **Sassamon Trace Golf Course Manager – Award of Contract for Irrigation Pond Liner at the Golf Course:** Kurt McDowell, the Sassamon Trace Manager, requested that the Board vote to award this contract to Atlantic Lining Co., Inc. in the amount of \$99,450 as recommended by the Town's Procurement Officer, Bryan LeBlanc. Ms. Salamoff moved, seconded by Mr. Mabardy, moved to award the contract as stated and the motion passed by a vote of 4-0-0.
10. **Sustainability Coordinator – Discussion Regarding Potential Aggregation:** Ms. White, noting that the past aggregation program had not been a success, urged the Board to consider Ms. Wilson Martin's proposal, with assurances that the result would be different this time. Ms. Wilson Martin explained that the current aggregation program would be ending in January of the coming year. The first option would be to terminate the aggregation program with all ConEdison customers being switched back to Eversource basic service, giving them a basic rate of 0.996 per kWh. The second option would be to procure a six-month aggregation program that would guarantee savings. The Eversource basic rate changes every six months and aggregation would occur only if a rate lower than that of Eversource could be procured. Current customers would be placed into the new aggregation program and people not currently participating would be able to opt in. The Board would be asked to authorize the Town Administrator to procure bids from electricity supply services and then to sign a contract with the chosen provider. If a contract is signed, it would end in six months and a similar request would be made of the Board at that time. The lowest rate for

ConEdison is currently 11 cents, so the Eversource rate is lower. There are indications that there are even lower prices available from other suppliers. Mr. Connolly felt he could not go this route again considering what happened last time. Ms. Salamoff moved to approve the proposal, authorizing the Town Administrator to solicit electricity supply bids and, if there is a rate lower than the Eversource basic rate, to execute a contract, noting that the Town would be remiss if it did not try to secure a lower rate for residents. Mr. Chenard stated that even if a supplier offered a rate a tenth of a percent lower, the Town would still be saving residents money. Mr. Jennett seconded Ms. Salamoff's motion, indicating that the period of time for a new contract would run from January 1, 2017 – June 1, 2017. The motion passed by a vote of 3-1-0, with Mr. Connolly casting the dissenting vote.

11. **Josh Ostroff, CRT Advisory Committee Chair – Cochituate Rail Trail/Possible Time Extension to Purchase and Sale Agreement:** Ms. White spoke on behalf of Mr. Ostroff, who could not be present this evening. The request is to authorize the Chair to exercise an extension for the closing date of the purchase to December 14, 2016. Mr. Connolly thought there had been a "drop dead" date for the closing of December 1st and Ms. White stated that CSX has agreed to an extension. Mr. Jennett asked Mr. Townsend, Deputy Town Administrator/Finance Director, to speak to the process of borrowing. Mr. Townsend stated the Board would need to meet on December 5th to prepare for the closing on December 14th and that the Town would be going with short-term BANs. Mr. Mabardy asked about the projected cost for the average taxpayer and Mr. Townsend stated he would be able to discuss that when things were more firmed up. Any gifts received will go towards paying for borrowing. Ms. White stated gift donations would be placed in a special account for the Rail Trail and would be used only to pay debt incurred by the purchase of the Rail Trail. Ms. Salamoff, seconded by Mr. Jennett, moved to extend the closing date from 12/1/16 to 12/14/16 and to allow the Chair to sign that agreement. The motion passed by a vote of 4-0-0.

DISCUSSION AND DECISION

12. **2017 Liquor License Renewals:** Moved by Mr. Connolly and seconded by Ms. Salamoff, the Board voted 4-0-0 to approve license renewals for all businesses except for those owing taxes and/or fees subject to submission of all necessary paperwork.
13. **Public Records Request for BoS Executive Session Meeting Minutes for 2010-2015 by MuckRock.com:** Ms. White explained that this company has reached out to many communities with the same request. Natick's minutes have all been drafted but very few have been approved for release and the Town is working with Town Counsel to get more sets of minutes released. Ms. White stated that the Town Counsel will acknowledge the request and assured the Board that the Town is working to comply with it. Mr. Jennett stated that the Board is working to develop a process to expedite review and release of minutes with Town Counsel.
14. **1 Dorset Lane – Notice of Intent to Convert:** Ms. White stated that this 65-acre parcel of land, under Chapter 61 status, is designated as forestry. The owners are proposing to convert 40,000 square feet containing a house and conveying it to the current caretaker of the property, pointing out that the Town has the right of first refusal. Ms. White strongly urged the Board not to exercise that right and allow this less than one-acre parcel of land to be conveyed. Moved by Ms. Salamoff and seconded by Mr. Mabardy, the Board voted 4-0-0 in favor of not purchasing the property as open space.

TOWN ADMINISTRATOR NOTES

None.

SELECTMEN'S CONCERNS

Mr. Mabardy brought up the Banner Policy and the Brochu Bros. request to hang a banner advertising a fundraiser and asked that the request be included on the November 28th agenda, noting that proceeds from the event would go to the Flutie Foundation.

Ms. Salamoff noted that the Community-Senior Center has a welcoming statement and encouraged the Board to come up with a basic statement regarding mutual respect and diversity in the Natick community, offering to compile a statement for the Town of Natick.

ADJOURNMENT

On a motion by Mr. Connolly, seconded by Ms. Salamoff, the Board unanimously voted on a roll call vote to adjourn the Board of Selectmen's Meeting at 10:42 p.m.

Richard P. Jennett, Jr., Clerk

November 14, 2016 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on February 26, 2018

po'n

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

<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=313&MinutesMeetingID=-1&doctype=Agenda>

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

MORSE INSTITUTE LIBRARY, SUITE 1A

FEBRUARY 28, 2018

3:30 PM

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

ALSO PRESENT: Acting Town Administrator William Chenard

The Chairman called the meeting to order at 3:50 p.m., noting that a quorum was present and that the meeting had been duly posted, and requested a motion to enter into Executive Session to discuss matters pertaining to Non-Union Personnel Negotiations with the Chair announcing that discussion of Executive Session matters in Open Session would have a detrimental effect on the Board of Selectmen's negotiating position and the Town's interests. Ms. Mistrot seconded by Mr. Hickey, moved to enter into Executive Session and, by a roll call vote, all Board Members voted in favor of the motion. The Board entered into Executive Session at 3:50 p.m., the Chair announcing that the meeting would return to Open Session at approximately 3:55 p.m.

Open Session reconvened at 3:55 p.m.

DISCUSSION AND DECISION

On a motion by Ms. Mistrot, seconded by Mr. Hickey, the Board unanimously voted to approve the contract for Fire Chief Michael Lentini effective March 1, 2018 through December 31, 2020, provided that the first six (6) months of the Term shall be considered a probationary period.

ADJOURNMENT

On a motion by Mr. Jennett, seconded by Ms. Salamoff, the Board unanimously voted on a roll call vote to adjourn the Board of Selectmen's Meeting at 4:00 p.m.

Richard P. Jennett, Jr., Clerk

ITEM TITLE: Approve Natick Youth Football & Cheerleading Banner 4/2-4/8/18 & 6/4-6/10/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	2/27/2018	Cover Memo



**NATICK YOUTH
FOOTBALL & CHEERLEADING
ASSOCIATION**

February 23, 2018



Board of Selectmen
Attn: Patricia O'Neil
Natick Town Hall
13 East Central Street
Natick, MA 01760

RE: Natick Youth Football and Cheerleading Banner

Dear Ms. O'Neil:

Please let this letter serve as a formal request from Natick Youth Football and Cheerleading to hang our banner in town for the week of April 1, 2018 to April 7, 2018 and June 3, 2018 to June 9, 2018 or any further week(s) that is available if those are not. We also ask that this request be put on the Selectmen's agenda.

Please let me know if you need anything further from me in this regard.

Thank you again for all you help with this matter.

Very truly yours,

Suzanne Lucien
Cheer Director/Vice President
Natick Youth Football and Cheerleading

ITEM TITLE: Approve Natick Service Council Week Banner 5/14-5/20/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	3/1/2018	Cover Memo
After Prom Banner-Revision	3/1/2018	Cover Memo



Patricia O'Neil <poneil@natickma.org>

Natick Service Council Week

4 messages

Lauren Mann <lmann@natickservicecouncil.org>
To: poneil@natickma.org

Tue, Feb 27, 2018 at 1:38 PM

Hi Trish,

Just to follow up on our discussion, Natick Service Council would like to request the banner for the week of 5/21 to celebrate Natick Service Council Week. I appreciate you going to ask the After Prom Party which week they would like to give up.

Our preference would be the week of 5/21, but would obviously take the week before.

Thank you!

Lauren

Patricia O'Neil <poneil@natickma.org>
To: Lauren Mann <lmann@natickservicecouncil.org>

Wed, Feb 28, 2018 at 1:23 PM

You're welcome Lauren. I'm going to try to get this on the 3/5 agenda. I'm waiting to hear back from the After Prom Party Committee. I'll get back to you, if not this week, then next.

[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

Lauren Mann <lmann@natickservicecouncil.org>
To: Patricia O'Neil <poneil@natickma.org>

Wed, Feb 28, 2018 at 3:28 PM

Wonderful thank you!

Get [Outlook for iOS](#)

From: Patricia O'Neil <poneil@natickma.org>
Sent: Wednesday, February 28, 2018 1:23:08 PM
To: Lauren Mann
Subject: Re: Natick Service Council Week

[Quoted text hidden]

Patricia O'Neil <poneil@natickma.org>

Thu, Mar 1, 2018 at 9:06 AM

To: Lauren Mann <lmann@natickservicecouncil.org>

Hi Lauren. The After Prom would like to have the week of 5/21. I will put your request on the agenda for the week of 5/14. I hope that will work out for you -- our custom has been to allow the first requester to keep the week of their choice. Of course, your week will still have to be approved by the Board -- it will be on the 3/5 agenda.

On Tue, Feb 27, 2018 at 1:38 PM, Lauren Mann <lmann@natickservicecouncil.org> wrote:

[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



Patricia O'Neil <poneil@natickma.org>

After Prom Party Banner

3 messages

Patricia O'Neil <poneil@natickma.org>
To: KIMBERLY CHAMBERLAIN <kchamba@comcast.net>

Tue, Feb 27, 2018 at 5:30 PM

Ms. Chamberlain, I am writing regarding your October 18, 2017 approval to hang the After Prom Party banner from May 14-27, 2018. As you will recall, the Board of Selectmen's approval was conditioned upon limiting that time frame to one week of your choice should another organization request the same period. Another Natick nonprofit has indeed requested one of those weeks and we will therefore have to limit your time to either the week of May 14th or the week of May 21st. Please let me know which week you would prefer and I will issue you a new approval letter. Thanks.

--

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

Kim <kchamba@comcast.net>
To: Patricia O'Neil <poneil@natickma.org>, rschneekloth@natickps.org, cgoldman4@gmail.com

Tue, Feb 27, 2018 at 6:08 PM

Thanks for your email. I am no longer co chair for APP. Rebecca has taken on this roll and is cced here. She will respond.
Thank you
Kim

Sent from my iPhone
[Quoted text hidden]

Caroline Goldman <cgoldman4@gmail.com>
Cc: Patricia O'Neil <poneil@natickma.org>, Rebecca Schneekloth <rschneekloth@natickps.org>

Thu, Mar 1, 2018 at 6:35 AM

Hi Patricia,
I hope you are doing well.
My name is Caroline Goldman and I am one of the Co-chairs of the APP this year, along with Becky Schneekloth. We would like to have our banner hung the week of May 21st if possible.

Thank you and please let me know what we need to do to finalize this.

Caroline



Virus-free. www.avast.com

[Quoted text hidden]

ITEM TITLE: Approve Parade Permit: Three Squares Ride for Food 9/23/18
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	2/27/2018	Cover Memo
Police Approval	2/27/2018	Cover Memo



Feb 22, 2018

Ms. Donna Donovan
Board of Selectmen
Town of Natick
13 East Central Street
Natick, MA 01760

Dear Donna Donovan,

I am writing to request permission to direct a portion of our sixth annual bicycle Ride for Food through Natick on Sunday morning September 23, 2018. As in the past, the purpose of the Ride for Food is to raise awareness and funds to combat hunger in New England communities. This year the Ride for Food will benefit the food pantries of Dedham, Needham, Newton and Wellesley as well as the following hunger relief organizations, A Place to Turn, Boston Area Gleaners, Brookwood Community Farms, Food for Free, Food Link, The Food Project, Gaining Ground, JF&CS Family Table, Lovin' Spoonfuls, Norwell Community Farms, Open Table, Ripples of Hope, The Urban Farming Institute of Boston, The Women's Lunch Place, and the Waltham Fields Community Farm.

Only riders choosing the 25 mile and 50 mile routes will travel through Natick, and should be coming through between 9:00 and 11:30AM. Based on last year's percentages of riders choosing the 25 and 50 mile options, we estimate that approximately 250 riders will be cycling through Natick, and will do so on a staggered basis leaving Dedham at between 7:00 and 8:00AM for the 50 mile riders and between 9:00 and 9:15AM for the 25 mile riders. All riders coming through Natick will go up Glen Street from Dover, take a right onto Pleasant Street and a left onto Claybrook. **We would like a police detail at the intersection of Glen and Pleasant and Pleasant and Claybrook if possible.**

I will include a copy of our insurance certificate in the next month or so.

For more information about the Ride for Food, please go to our website at www.threesquaresne.org. Thank you for considering this proposal. Please contact me at 617-365-7761 or kati@threesquaresne.org if you have any questions.

Best Regards,

Katherine Sigel
Executive Director



Patricia O'Neil <poneil@natickma.org>

Requesting Permission to ride through your town

5 messages

Kati Sigel <kati@threesquaresne.org>
To: ddonovan@natickma.org, poneil@natickma.org

Thu, Feb 22, 2018 at 2:05 PM

Hello Donna,

Thank you for taking my call. As discussed, please find our letter to request for permission to use your roads for our 7th annual Ride for Food, which takes place on Sunday, September 23, 2018.

I will follow-up with an insurance certificate in the next few weeks.

Thank you for your consideration.

Best regards,
Kati

--

Katherine (Kati) Sigel
Executive Director
Three Squares New England
www.threesquaresne.org
[617-365-7761](tel:617-365-7761)



3S - Natick 2018.docx
70K

Patricia O'Neil <poneil@natickma.org>
To: Kati Sigel <kati@threesquaresne.org>
Cc: Donna Donovan <ddonovan@natickma.org>

Thu, Feb 22, 2018 at 2:22 PM

Kati, I will forward your request to the Police Department for their approval and will get back to you. This will likely go on the March 5th 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>
To: Brian Lauzon <lauzon@natickpolice.com>

Thu, Feb 22, 2018 at 2:23 PM

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



3S - Natick 2018.docx

70K

Kati Sigel <kati@threesquaresne.org>

Thu, Feb 22, 2018 at 3:31 PM

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

Cc: Donna Donovan <ddonovan@natickma.org>, Clint Moon <clint@threesquaresne.org>

Thank you Patricia.

Regards,
Kati

[Quoted text hidden]

Brian Lauzon <lauzon@natickpolice.com>

Fri, Feb 23, 2018 at 8:26 AM

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

Trish,

After review, we would recommend approval of this request as proposed. Please advise the petitioner to contact Sgt. Forde at ([508-647-6400](tel:508-647-6400) ext. 9540) approximately two weeks in advance of the ride so that they can schedule the request for the two proposed police detail officers.

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]

ITEM TITLE: Approve Request to Bag Parking Meters for Farmers' Market 5/12-9/29/18 & 10/6/17-5/4/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	3/2/2018	Cover Memo
Police Approval	2/28/2018	Cover Memo



February, 2018

Board of Selectmen
Town Hall
Natick, Ma. 10760

Dear Board Members,

I apologize for not including parking requests for the market. We are once again asking permission to bag all meters along the Natick Common on S. Main St., 6 spaces along the Natick Common side of Common Street and 6 spaces along the Natick Common side of Park Street.

This would be from 7 am until 1:30 every Saturday from May 12 to September 29.

Once the market moves to Common Street, and then indoors from October 6, 2018 to May 4, 2019, we would like to continue to only bag the 6 parking spaces along the Natick Common side of Park Street.

Thank you for your consideration.

Sincerely,

Debra Sayre, Market Manager



Sponsored by

Cc: Lt. Lauzon



fm meter letter.docx
94K

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

Wed, Feb 28, 2018 at 8:42 AM

Trish,

Yes, and we can ask Deb to continue to coordinate with us on the bagging of meters.

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]

ITEM TITLE: Weekly Warrant Reviews: 2/5/18, 2/9/18, 2/23/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
2/5/18	2/20/2018	Cover Memo
2/9/18-Revised	3/5/2018	Cover Memo
2/23/18	3/1/2018	Cover Memo



Office of the Comptroller

Town of Natick
Massachusetts 01760

Date: February 5, 2018

From: Cyndi Tomasetti
Staff Accountant

To: Board of Selectmen

Subject: Warrant Review

In accordance with Board of Selectmen's procedures, the Chairperson was sent the following warrants for review and signature on February 5, 2018

Warrant Type	Warrant Number	Check date	Amount
Payroll	2018-33P	2/6/2018	1,361,855.76
Accounts Payable	2018-33S	2/6/2018	312,737.59
Accounts payable	2018-33R	2/6/2018	1,880.59
Accounts payable	2018-33T	2/6/2018	548,407.64
Accounts payable	201833NC	2/6/2018	246,560.15

If you wish to review the details regarding any of these warrants please feel free to contact this office.

Office of the Town Comptroller • 13 East Central Street • Natick, Massachusetts 01760 • (508) 647-6437 • Fax (508) 655-6980





Office of the Comptroller

Town of Natick
Massachusetts 01760

Date: February 9, 2018

From: Cyndi Tomasetti
Staff Accountant

To: Board of Selectmen

Subject: Warrant Review

In accordance with Board of Selectmen's procedures, the Chairperson was sent the following warrants for review and signature on February 9, 2018

Warrant Type	Warrant Number	Check date	Amount
Payroll	2018-34P	2/13/2018	2,345,736.96
Accounts Payable	2018-34S	2/13/2018	554,258.53
Accounts payable	2018-34R	2/13/2018	25,171.98
Accounts payable	2018-34T	2/13/2018	213,630.18
Accounts payable	201834vb	2/13/2018	3,782.05
Accounts payable	201834NC	2/613/2018	481,125.30

If you wish to review the details regarding any of these warrants please feel free to contact this office.

Office of the Town Comptroller • 13 East Central Street • Natick, Massachusetts 01760 • (508) 647-6437 • Fax (508) 655-6980





Office of the Comptroller

Town of Natick
Massachusetts 01760

Date: February 23, 2018

From: Cyndi Tomasetti
Staff Accountant

To: Board of Selectmen

Subject: Warrant Review

In accordance with Board of Selectmen's procedures, the Chairperson was sent the following warrants for review and signature on February 23, 2018

Warrant Type	Warrant Number	Check date	Amount
Payroll	2018-356P	2/27/2018	2,496,317.15
Accounts Payable	2018-36S	2/27/2018	617,086.75
Accounts payable	2018-36T	2/27/2018	362,109.10
Accounts payable	201837nc	2/27/2018	2,308,894.80
Accounts payable	201836VB	3/1/2018	3,950.77

If you wish to review the details regarding any of these warrants please feel free to contact this office.

Office of the Town Comptroller • 13 East Central Street • Natick, Massachusetts 01760 • (508) 647-6437 • Fax (508) 655-6980



ITEM TITLE: NAIL Communications-Gatorade Endurance Campaign-3/13 & 3/14/18
ITEM SUMMARY: a. Approve Town Common Use Contingent Upon Rec & Parks Approval
8:00-4:00
b. Approve Runners for Videotaping

ATTACHMENTS:

Description	Upload Date	Type
Request	2/28/2018	Cover Memo
Police Approval for Video Recording Runners	3/2/2018	Cover Memo

To the Natick Recreation and Parks Department,

Hello, my name is Nicole Brazier and I am an Account Manager at NAIL Communications in Providence, Rhode Island - a small advertising agency. We are working on a campaign for Gatorade Endurance that will celebrate runners in the Boston Marathon on April 16.

The campaign will run on social media and will feature short video clips of runners offering pieces of advice for participants at every mile of the race. For example, a runner might say, "at mile 15 Heartbreak hill starts so you might want to grab some water or an energy chew for an extra boost," or some other piece of advice like that.

We'll be video recording our runners (about 16 of them) on 3/13 and 3/14 along various points of the course. We will have a small footprint of about 10 or so people out of the van and recording at any given point in time. We'd like permission to shoot in the Natick Town Common on at least one of those days (both would be great, but at least one would likely work) so that we can get the runner in focus and the background out of focus and we can be near the course without being on the street and distracting to traffic, etc. We'd like permission to be there between 8 am and 4pm (daylight) though I don't believe we'd really be there that long.

This is a fast project with a quick turnaround and we greatly apologize for the speedy request but if there's any way for us to make this work we would so appreciate it!

Thanks so much,
Nicole Brazier

NAIL

ESTIMATE

Nail Communications
83 Eddy Street
Providence, RI 02903
www.nail.co
TEL 401.331.6246

Susan Greenhalgh, Chief Operating Officer
Rhode Island Public Radio
One Union Station
Providence, RI 02903

Date: 11/01/2017

Title: RIPR Manifesto/name/logo Work Estimate #: 6829 r2

Prepared By: Niki Brazier

Campaign Description: Rhode Island Public Radio is undergoing changes at its core and shifting its journalistic focus from national syndicated broadcasting, to local fostering of public discourse.

NAIL will help redefine RIPR's new positioning through a brand manifesto. The manifesto is a brand statement will help articulate what RIPR stands for, how it operates, and what its fundamental belief structure looks like to the public. This typically also leads us to a word or a few words that encapsulate the brand/issue. This work will then result in the suggestion of a new name and new logo, now that NPR will not be a pillar of the new station and its reach will soon extend far beyond the borders of Rhode Island.

PROCESS:

NAIL will get smart on the state of the industry by using syndicated and available data, to understand how this new benchmark might be best positioned for success. NAIL will also host a question-storming session where we evaluate where we've landed with our own research against additional information provided by the RIPR team.

NAIL will present 1-2 different versions of a working manifesto document and will continue to refine one option as chosen by RIPR through two additional rounds of review.

MANIFESTO PROCESS TIMELINE:

3-5 weeks

NAME PROCESS TIMELINE:

3-5 weeks

LOGO PROCESS TIMELINE:

3-5 weeks

NAIL will work backwards from a delivery date of mid-late March for final files and will work closely with the web development team to ensure the files are delivered and implemented into the new website.

The full scope of a manifesto, name, and logo project typically accrues fees of \$80K+. Because NAIL is approaching this as a phase-based partnership, we propose quoting a NAIL fee for the totality of that scope to not exceed \$40K + \$40K in an underwriting trade.

Billing:

NAIL will bill for 50% of phase 1 at the start, 50% upon completion followed by 50% of phases 2+3 up front, and 50% upon completion.

NAIL

ESTIMATE

Nail Communications
63 Eddy Street
Providence, RI 02903
www.nail.cc
TEL. 401.331.6246

Date: 11/01/2017

Title: RIPR Manifesto/name/logo Work Estimate #: 6829 r2

Scope of Work

Cost

Campaign Concept Development

This estimate covers time for ideation of campaign manifesto/name/logo.

\$40,000.00

NAIL to present 1-2 options of each and revise based on RIPR decisions.

Timelines will be dependent on adhering to feedback schedules. A delay in feedback will cause a delay in delivery of final assets.

NAIL fees

\$40,000.00

on-air trade value (see separate contact for details) - value of \$40,000

\$0.00

Total

\$40,000.00

Terms & Conditions

This price quotation will be honored for 30 days from the day it was sent.

Any deviation from original project scope as described in this document may result in a change in price. Should this occur, Client will be made aware of change as soon as possible. All additional costs exceeding the original estimate will be quoted to and approved by Client before costs are incurred. Furthermore, NAIL does not mark-up any outside expenses. Therefore, all third party services commissioned by NAIL on the client's behalf must be paid in advance in order to maintain price competitiveness.

signature

printed name

TORRY MALONE

date

11/16

Approved to proceed and have read and agree with terms and conditions.

signature

printed name

Jeanette Palmer

date

11/16



Natick Recreation and Parks Department

"Create Community through People, Parks and Programs"

Common Use Application

Please Print

Organization NAL Communications Contact Person Nicole Bruzer
Address 63 Eddy St. Town, State, ZIP Providence, RI 02903
E-mail Address NBruzer@NAL.cc
BUSINESS Tel # () CELL Phone (671) 792-0702
Activity Video shoot
Date 3/13 - 3/14 Time 8am - 4pm
Start End
Will income be derived? Yes ☒ No ☐ Is affair open to public? Yes ☐ No ☒ Est. attendance _____
Is Electricity Needed? Yes ☐ No ☒
Additional Barrels? Yes ☐ No ☒
Additional Needs? Yes ☐ No ☒
Please list all additional needs _____

OFFICE USE ONLY

Deposit Received \$ _____ Fee Received \$ _____
☐ Cash ☐ Check # _____
☒ Visa/MC/Disc _____ Exp. Date ____/____/____ CVC # ____
By _____ Date Received ____/____/____
Utilities Needed Water ☐ Electricity ☐
Layouts for Event Received Yes ☐ No ☐
Indemnification Agreement Yes ☐ No ☐
Insurance Policy Received Yes ☐ No ☐
Permits Obtained:
Selectmen Yes ☐ No ☐ Health Department Yes ☐ No ☐
Parking Yes ☐ No ☐ Number Needed _____
Meeting w/Sponsor _____ Time _____
Employee Assigned _____ Telephone # (____) _____
Condition Following Event _____
Deposit Returned Yes ☐ No ☐ Date Returned ____/____/____
Additional Fees \$ _____ For _____

(Common Use Policy Revised 07/16)

Policies Governing the Use of the Common
Page Two

4. PROHIBITED ITEMS:

Alcohol, Tobacco, and Controlled Substances: are prohibited for use or sale at any time.

Vehicles (motorized and non-motorized): are not allowed on the Common. Roller blades, bicycles, skateboards are prohibited during organized scheduled events.

Weapons: Knives, billy clubs, fireworks of any kind (caps, snaps, etc.), or like recognized weapons of a dangerous nature are **NOT TO BE SOLD**, traded or exchanged on the Common during a sponsored event.

Dogs/Animals: are not allowed on Common **unless on a leash**. Owners are required to pick up after animals per the Town By-laws. It is requested that there are no pets at larger events.

5. TABLES, TOILET FACILITIES, ETC.

Booths, Displays or Tables: will be located only on one side of designated Common Interior Crosswalks away from all plantings and other structures at this site. Maximum amount of tables allowed is **100**, 9' index 10' deep) spaces with front legs of any table to be **ON the Common Crosswalk**. The location of tables in a pattern other than front legs on the sidewalks is permissible with permission from the Recreation and Parks Department. Please note that **NO ITEMS** may be hung from Common trees or plantings.

Public Toilet Facility: Portable toilet facilities must be provided by the user for large events as determined by the Recreation & Parks Department. One such facility must be handicapped accessible. The location of these facilities will be next to the Natick Common Bus Stop on E. Central St. A permit is required by the Board of Health for all portable toilet facilities.

6. FEES:

Fees include park employee coverage:

User Fees Are:

Natick Town Agency/Committee Uses	\$125.00
Natick Resident/Non-Profit Groups & Organizations (non-business type ventures)	\$125.00
Natick Resident/Non-Profit Groups & Organizations (business type ventures)	\$200.00
Profit Groups/Organizations/Businesses	\$300.00

Deposit/Fine: A Deposit of \$200.00 will be required for all uses of the Common. This deposit is refundable in full if the Common is left clean and in good condition and no violations of the policies have occurred. If additional cleaning or repair of damage is needed these costs will be deducted from the deposit. For damage repair the user is responsible for the actual cost; for additional clean up users will be charged at \$40/person/hour.

Note: Additional cost beyond those noted above will be the responsibility of the sponsor (i.e., Police Department fees, Board of Health Fees, Building Department Fees, Additional Support Fees, etc.)

7. MEETING FOR FINAL REVIEW:

One Week in Advance: of the event a meeting will be scheduled by the sponsor for the purpose of reviewing and making final arrangements for the event.

User's Guarantee of Policy Enforcement

I have read the Policies Governing use of the Natick Common, and I agree to abide by said policies for the event that I and/or my organization is sponsoring on the Natick Common. My signature also guarantees that I assume the responsibility for any or all violations of Common Policies that occur on the day of our event.

SIGNATURE: _____

TITLE: _____

DATE: _____

[Handwritten Signature]
Account Manager
2/23/18

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]n]

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

Fri, Mar 2, 2018 at 11:54 AM

Trish,

As mentioned earlier today, for timing purposes, we would recommend approval of this request with the understanding that the petitioners follow the basic recommendations by public safety such as staying out of the roadway, and not blocking access to the sidewalks while filming. A follow up conversation between myself and the petitioners would be beneficial.

Respectfully submitted,

Lt. Brian G. Lauzon
[Quoted text hidden]

ITEM TITLE: Accept the Resignation of Sean Nabi from the Zoning Board of Appeals
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Resignation	3/1/2018	Cover Memo

Donna Donovan <ddonovan@natickma.org>

Fwd: resign.

1 message

Amanda Molina Dumas <amolinadumas@natickma.org>

Mon, Feb 26, 2018 at 11:55 AM

To: Donna Donovan <ddonovan@natickma.org>Cc: Scott W Landgren <landgrensw@cdmsmith.com>, James Errickson <jerrickson@natickma.org>

Hi Donna,

Please see the resignation email below from Sean Nabi.

Thank you,
Amanda

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

From: **Sean Nabi** <seansnabi@gmail.com>

Date: Sun, Feb 25, 2018 at 8:49 AM

Subject: resign.

To: amolinadumas@natickma.org

Hello Amanda,

I must regretfully resign from my role on the ZBA. Scott made it clear that if I am unable to make time as requested that I should resign. As it looks likely I will not be able to make Mondays meeting as I am flying to DC to appear before a Congressional hearing for work, I no longer want to cause issues for the ZBA.

I wish you all the best.

Sean

Respectfully,

--

Sean S. Nabi, Esq., CIPP/US

Cell #: [617-543-0756](tel:617-543-0756)

--

Amanda Molina Dumas

Administrative Assistant

Community Development & Zoning Board of Appeals

Town of Natick

[13 East Central Street](#)[Natick, MA 01760](#)phone: [508-647-6450](tel:508-647-6450)email: amolinadumas@natickma.org

Please consider your environmental responsibility before printing this email

ITEM TITLE: Joint Meeting of Board of Selectmen and School Committee with
Massachusetts Legislators

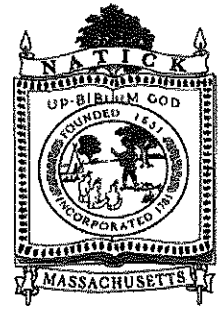
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Topics of Discussion	3/2/2018	Cover Memo

Town of Natick

Massachusetts 01760
Home of Champions



Jonathan Freedman, Chair
Susan G. Salamoff, Vice Chair
Richard P. Jennett, Jr., Clerk
Michael J. Hickey, Jr.
Amy K. Mistrot

February 26, 2018

Senator Karen Spilka
State House, Room 511C
Boston, MA 02133

Senator Richard Ross
State House, Room 520
Boston, MA 02133

Representative David P. Linsky
State House, Room 146
Boston, MA 02133

RE: Discussion Topics with Board of Selectmen and School Committee at March 5, 2018 Meeting

Honorable Senators and Representative:

The Board of Selectmen has compiled the following list of topics for discussion at their joint meeting on March 5th, 2018. We appreciate each of you taking the time to discuss these and other issues and to update us on pending legislative initiatives. Discussion topics that have been identified by the Board are as follows:

- State aid and Cherry Sheet assessments – prognosis regarding final numbers for FY 2019; concern about sharp unexpected increase in assessments related to charter schools and regional transit that have resulted in a net loss to the town of approximately \$100K.
- State funding for roads and sidewalks (Chapter 90 funds), including Complete Streets programs, which have generally been level-funded for many years, whereas labor and material costs associated with this work have increased substantially, as has the need for road improvement work and associated community expectations.
- Programs and funding available to cities and towns to increase safety in the public schools.
- As in previous years, we would also ask for your continued leadership and collaboration in the development of policies, incentives and initiatives in support of affordable housing, with priority for senior housing, and particularly programs designed to keep seniors in their own communities; we would also ask for your support to promote state support to prepare for aging and longer-living senior population through life-cycle living, a goal shared by the Natick Board of Selectmen, the Affordable Housing Trust, the Natick Housing Authority and the Housing Subcommittee of the Council of Aging.
- State assistance to rebuild affordable housing and improve living conditions and quality of life for residents of the housing, with particular respect to Natick's Cedar Gardens.¹

¹ Cedar Gardens is composed of 259 units of State-Aided Housing that are more than seventy years old. Admission to the aged garden apartments is determined by net Income limits and size of household.

- Additional funding for prevention work to be done with students (schools) and with families (communities) on mental health and risks of substance misuse.
- Greater bed availability after detox (current statistics show that there are half the number of beds than are needed for the next level of care (CSS/TSS); moving to this level of care is a 'best practice' and produces greater success in recovery.
- Increased oversight and/or licensing of halfway and sober houses.
- Substantial underfunding of the Mass Cultural Council ("MCC"); new Cultural Districts are only granted \$5,000 by the MCC. The State needs to substantially fund the MCC and appreciate and encourage the arts and culture atmosphere that we are striving to create in our towns. It takes time to establish a district and the foundation is set within the first five years. The \$5K as a one-time grant isn't enough to establish a solid district. Towns themselves eventually have to pick up the slack to help fund the districts but in the initial stages it is vital to have the state's support to get started on solid ground.
- Status of the pending special legislation (H3836) to allow naming rights in connection with the Cochituate Rail Trail (currently in Third Reading in the House Committee on Bills).
- Update on double pole legislation; the legislature is due to receive the second annual report from the utilities on the status of this problem. The Town is interested in a report from the legislative committee (Telecom, utilities and energy) that makes clear what has changed, and what still needs to change to help Natick (and other communities) get better responses from the utilities.
- Current status of the draft regulations under consideration relating to recreational marijuana, the need for clarification on a variety of issues embedded in the draft regulations, and the apparent push by the governor to encourage the Cannabis Control Commission to implement a phased rollout.
- Allowing towns and cities to treat Airbnb places like hotels for purposes of local excise taxes.

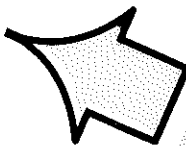
Again, thank you for the service and support each of you provides to the Natick community and its residents. We look forward to our upcoming meeting.

Respectfully,


Jonathan Freedman
Chairman, Natick Board of Selectmen

JF/lo

cc: Natick School Committee



ITEM TITLE: Director of Public Health and Prevention & Outreach Program Manager:
Opioid Task Force Update

ITEM SUMMARY:

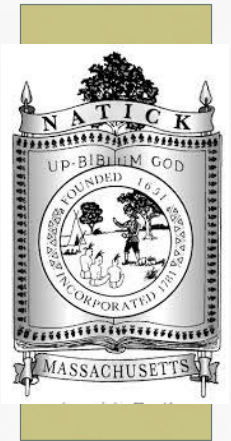
ATTACHMENTS:

Description	Upload Date	Type
Presentation	3/2/2018	Cover Memo

NATICK OPIOID TASK FORCE REPORT

MARCH 5, 2018

JAMES WHITE &
KATIE SUGARMAN



PARTNERSHIP DEVELOPMENT

- Building upon existing partnerships
 - SOAR Natick
 - SPARK Kindness
 - Natick Rotary & Charles River Rotary
- Enhancing behavioral health supports in Natick
 - South Middlesex Opportunity Council (SMOC)
 - Justice Resource Institute (JRI)
 - Advocates
- Existing regional collaborations:
 - Naloxone grant through the MetroWest Health Foundation
 - MA Dept. of Public Health Grants (MOAPC & SAPC)
- Emerging partnership: Leonard Morse Hospital/MetroWest Medical Center

EDUCATIONAL EVENTS: COMMUNITY

- Recent

- October 2017: Screening of *Breaking Points*
- January 2018: Chris Herren
- Monthly Addiction Resource Center

- Upcoming

- March 19th, 6:30-8:30 PM @ Community Senior Center: Addiction Resource Center
- March 20th, 7:00-9:00 PM @ Natick High School: Dr. Ruth Potee
- April 2nd, 6:45-8:45 PM @ Morse Institute Library: *Drugs: True Stories* workshop

EDUCATIONAL EVENTS: MUNICIPAL STAFF

- 2017: Opioid overdose prevention & response trainings delivered to NPD, NFD, Morse Institute Library, Human Services staff
- January 2018 trainings delivered by Justice Resource Institute (JRI)
 - Psychological First Aid training (attended by representatives from NPS, NPD, NFD, Natick Health Department)
 - Naloxone distribution Training of Trainers (TOT) for Health Department staff
- March 2018: Dr. Ruth Potee (NPS & NPD)

NALOXONE DISTRIBUTION

- Free training and Naloxone distribution for community members who are at risk of witnessing or experiencing an overdose.
- Provided through the Natick Health Department.
- Funded by the MetroWest Health Foundation.

STRATEGIC PLANNING PROCESS

- January 29th: Health Resources in Action (HRiA) contract approved
- March 7th: Rapid strategic planning process kick-off meeting w/ OTF
- March/April: Stakeholder interviews/focus groups
- April 26th: Full-day strategic planning meeting
- May: Strategic plan report with recommendations on strategy and structure

NEXT STEPS

- Expand partnership with hospital
- Grant application(s)
- Complete strategic planning process
- Support MA Opioid Litigation Attorneys (MOLA) litigation on behalf of Natick and other municipalities
- \$20K requested to carry consultant through early FY'19
- Present structure and staff position request at 2018 Annual Fall Town Meeting

ITEM TITLE: Public Hearing: Agostino's-Transfer of an All Alcohol On Premises License

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	3/1/2018	Cover Memo
Application	3/1/2018	Cover Memo
Police Approval	3/5/2018	Cover Memo
floor plan	3/5/2018	Cover Memo
Certificate of Good Standing	3/5/2018	Cover Memo

TOWN OF NATICK

PUBLIC HEARING NOTICE

The Board of Selectmen will hold and conduct a public hearing on Monday, March 5, 2018 at 7:00 p.m., Edward H. Dlott Meeting Room of Natick Town Hall, 13 East Central Street, upon the application for the transfer of the All Alcoholic Common Victualer's license held by Angelo & Garif, Inc. d/b/a Agostino's Restaurant to Z & M Corp. d/b/a Agostino's Restaurant (Zissis Klisiaris, Manager) to be located at 23 Washington Street and 25 Washington Street, Suite 2. The premises consist of 7,144 square feet with 2 entrances and 4 exits with a proposed seating capacity of 120.

All persons interested in this application may appear and be heard at the time and place mentioned above.

Richard P. Jennett, Jr., Clerk

CASSIS & CAYER
ATTORNEYS AT LAW
18 RUSSELL PARK
QUINCY, MASSACHUSETTS 02169

LOUIS A. CASSIS
CYNTHIA M. CAYER
JON D. AIETA

TELEPHONE: AREA CODE 617
778-7000
TELECOPIER: 472-9028

February 1, 2018

Board of Selectmen
TOWN OF NATICK
13 East Central Street
Natick, MA 01760

**RE: TRANSFER AND PLEDGE OF ALL ALCOHOLIC BEVERAGES RESTAURANT
LICENSE, NEW ENTERTAINMENT AND COMMON VICTUALLER LICENSES
FROM ANGELO AND GARIF, INC. D/B/A AGOSTINO'S RESTAURANT
TO Z & M CORPORATION D/B/A AGOSTINO'S RESTAURANT
23 WASHINGTON STREET, NATICK, MASSACHUSETTS 01760**

Dear Madam or Sir:

Enclosed please find the following documents in connection with Z & M Corporation d/b/a Agostino's Restaurant's application for Transfer and Pledge of the All Alcoholic Beverages Restaurant License, New Entertainment and Common Victualler Licenses from Angelo and Garif, Inc., to be exercised on the premises located at 23 Washington Street and 25 Washington Street, Suite 2, Natick, Massachusetts:

1. Monetary Transmittal Form;
2. ABCC Filing Fee Confirmation;
3. Retail Application with Applicant's Statement;
4. Pledge of License Application with Applicant's Statement;
5. Beneficial Interest - Individual Forms;
6. ABCC CORI Request Forms;
7. Proof of Citizenship of Manager of Record;
8. Vote of the Corporate Board;
9. Articles of Organization;
10. Asset Purchase and Sale Agreement;
11. First Amendment to Asset Purchase and Sale Agreement;
12. Purchase and Sale Agreement - 23 Washington Street;
13. First Amendment to Purchase and Sale Agreement;
14. Lease Agreement for 23 Washington (subject to taking title); and
15. Lease Agreement for 25 Washington, Suite 2 (to be signed at closing);
16. Application for Common Victualler License;
17. Application for Weekday Entertainment License; and
17. \$275.00 filing fees to the Town of Natick (Alcohol, CV and Entertainment).

RECEIVED

FEB 2 2018

BOARD OF SELECTMEN
NATICK, MA

CASSIS & CAYER
ATTORNEYS AT LAW

Natick Board of Selectmen
Application for License Transfer
23 Washington Street
Page Two

Kindly assign this matter for hearing at the next available meeting date and contact me regarding the legal notice requirements.

Thank you for your attention to and courtesy in this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,



Jon D. Aieta

JDA:vb
Enclosures

cc: Z & M Corporation

MONETARY TRANSMITTAL FORM



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

Print Form

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
LICENSING AUTHORITY.

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

ADDRESS

CITY/TOWN

Z & M Corporation d/b/a Agostino's Restaurant

23 Washington Street

Natick

STATE MA

ZIP CODE

01760

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> New Officer/Director | <input checked="" type="checkbox"/> Transfer of License |
| <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Transfer of Stock |
| <input type="checkbox"/> Change of License Type | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> More than (3) §15 | <input checked="" type="checkbox"/> Pledge of License | <input type="checkbox"/> 6-Day to 7-Day License |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> New License | <input type="checkbox"/> Seasonal to Annual | |
| <input type="checkbox"/> Other | | | |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE
CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396

Your Payment Has Been Approved

License Number 076800006

License Type Retail License Filing Fee

Method Of Payment Checking

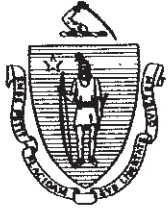
Bank Account Number ****9417

Your Confirmation Number Is 030002.

[Exit](#)

[Print](#)

RETAIL APPLICATION



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF PROPOSED LICENSEE (Business Contact)

This is the corporation or LLC which will hold the license, **not** the individual submitting this application. If you are applying for this license as a sole proprietor, **not** an LLC, corporation or other legal entity, you may enter your personal name here.

2. RETAIL APPLICATION INFORMATION

There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license ☐ New ☒ Transfer
or the transfer of an existing license?

If transferring, please indicate the
current ABCC license number you
are seeking to obtain:

If applying for a new license, are you applying for this license
pursuant to special legislation?

If transferring, by what method
is the license being transferred?

☐ Yes ☒ No

Chapter

Acts of

3. LICENSE INFORMATION / QUOTA CHECK

City/Town

On/Off-Premises

TYPE

CATEGORY

CLASS

4. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name:

Middle:

Last Name:

Title:

Primary Phone:

Email:

5. OWNERSHIP Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a **direct beneficial interest** in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an **indirect beneficial interest** if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

- A. All individuals listed below are required to complete a **Beneficial Interest Contact - Individual form**.
- B. All entities listed below are required to complete a **Beneficial Interest Contact - Organization form**.
- C. Any individual with any ownership in this license and/or the proposed manager of record must complete a **CORI Release Form**.

Name	Title / Position	% Owned	Other Beneficial Interest
Zissis Klisiaris	Pres., Treas., Dir. & Manager	50%	
Maria M. Klisiaris	Sect. & Director	50%	

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

Please provide a complete description of the premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage.

Floor Number	Square Footage	Number of Rooms
1	2070	2
2	2070	1
Basement	2070	1
1 (25 Washington)	934	1

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

Please indicate by what right the applicant has to occupy the premises Landlord Name

Lease Beginning Term Landlord Phone

Lease Ending Term Landlord Address

Rent per Month

Rent per Year

If leasing or renting the premises, a signed copy of the lease is required.

If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.

Please indicate if the terms of the lease include payments based on the sale of alcohol: ☐ Yes ☒ No

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINESS CONTACT

The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.

* Please see last page of application for required documents based on Legal Structure *

Entity Name:	Z & M Corporation	FEIN:	47-2797062
DBA:	Agostino's Restaurant	Fax Number:	
Primary Phone:	617-448-6155	Email:	chefz@comcast.net
Alternative Phone:	508-655-6643	Legal Structure of Entity	Corporation

Business Address (Corporate Headquarters)

☐ Check here if your Business Address is the same as your Premises Address

Street Number:	111	Street Name:	Edwards Street
City/Town:	Quincy	State:	MA
Zip Code:	02169	Country:	USA

Mailing Address

☐ Check here if your Mailing Address is the same as your Premises Address

Street Number:	111	Street Name:	Edwards Street
City/Town:	Quincy	State:	MA
Zip Code:	02169	Country:	USA

Is the Entity a Massachusetts Corporation?

☒ Yes ☐ No

If no, is the Entity registered to do business in Massachusetts?

☐ Yes ☐ No

If no, state of incorporation

Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? ☐ Yes ☐ No

If yes, please complete the following table.

Name of License	Type of License	License Number	Premises Address
N/A			

Prior Disciplinary Action:

Has any alcoholic beverages license owned by the proposed licensee ever been disciplined for an alcohol related violation?

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
N/A				

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? ☒ Yes ☐ No

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No
If yes, attach an affidavit that lists your convictions with an explanation for each

Have you ever been Manager of Record of a license to sell alcoholic beverages? ☒ Yes ☐ No

If yes, please list the licenses for which you are the current or proposed manager:

prior Manager of:
Z & M Corporation d/b/a
Big Z's Pizzeria (formerly Lucioso's
Pembroke, MA

Do you have direct, indirect, or financial interest in this license? ☒ Yes ☐ No

If yes, percentage of interest

If yes, please indicate type of interest (check all that apply):

<input checked="" type="checkbox"/> Officer	<input type="checkbox"/> Sole Proprietor
<input checked="" type="checkbox"/> Stockholder	<input type="checkbox"/> LLC Manager
<input type="checkbox"/> LLC Member	<input checked="" type="checkbox"/> Director
<input type="checkbox"/> Partner	<input type="checkbox"/> Landlord
<input type="checkbox"/> Contractual	<input type="checkbox"/> Revenue Sharing
<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Other

Please indicate how many hours per week you intend to be on the licensed premises

Employment Information of Proposed Manager

Please provide your employment history for the *past 10 years*

Date(s)	Position	Employer	Address	Phone
2015 - 2017	Owner/Operator	Z & M Corporation	264 Washington St., Pembroke, MA	781-829-1855
1995 - 2015	Owner/Operator	Astakos Incorporated	203 Newbury Street, Peabody, MA	978-535-6057

Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
N/A				

APPLICANT'S STATEMENT

I, Zissis Klisiaris the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member
Authorized Signatory


Of Z & M Corporation, hereby submit this application for transfer of Sec. 12 All Alcohol Restaurant License
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature:



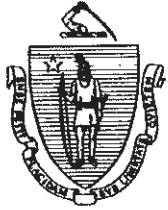
Date:

1-16-18

Title:

President and Treasurer

PLEDGE OF LICENSE APPLICATION



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

AMENDMENT APPLICATION FOR A PLEDGE OF COLLATERAL

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF LICENSEE (Business Contact)

Z & M Corporation

ABCC License Number

00006-RS-0768

City/Town of Licensee

Natick

2. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: Jon

Middle: D.

Last Name: Aieta

Title: Attorney

Primary Phone: 617-773-7000

Email: jaieta@cassiscayer.com

3. BUSINESS CONTACT

Please complete this section ONLY if there are changes to the Licensee phone number, business address (corporate headquarters), or mailing address.

Entity Name: Z & M Corporation

Primary Phone: 617-448-6155

Fax Number:

Alternative Phone: 508-655-6643

Email: chefz@comast.net

Business Address (Corporate Headquarters)

Street Number: 111

Street Name: Edwards Street

City/Town: Quincy

State: MA

Zip Code: 02169

Country: USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number: 111

Street Name: Edwards Street

City/Town: Quincy

State: MA

Zip Code: 02169

Country: USA

4. PLEDGE INFORMATION

Are you seeking approval for a pledge? ☒ Yes ☐ No

To whom is the pledge is being made: Eastern Bank/SBA

Please indicate what you are seeking to pledge (check all that apply)

Does the lender have a beneficial interest in this license?

☐ Yes ☒ No

☒ License ☐ Stock / Beneficial Interest ☐ Inventory

Does the lease require a pledge of this license?

☐ Yes ☒ No

APPLICANT'S STATEMENT

I, Zissis Klisiaris the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member
Authorized Signatory

of Z & M Corporation, hereby submit this application for pledge of Sec. 12 All Alcohol Restaurant License
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: [Handwritten Signature]

Date: 1-16-18

Title: President and Treasurer

BENEFICIAL INTEREST FORMS

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST CONTACT - Individual

Please complete a Beneficial Interest - Individual sheet for **all** individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. All individuals with direct or indirect ownership must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation		First Name	Maria	Middle Name	Margarita	Last Name	Klisiaris	Suffix	
Title:	Owner		Social Security Number					Date of Birth	11/01/1955
Primary Phone:	617-448-6341			Email:	mklisiaris@comcast.net				
Mobile Phone:	617-448-6341			Fax Number					
Alternative Phone:	508-655-6643								

Business Address

Street Number:	23	Street Name:	Washington Street
City/Town:	Natick	State:	MA
Zip Code:	01760	Country:	USA

Mailing Address

☐ Check here if your Mailing Address is the same as your Business Address

Street Number:	111	Street Name:	Edwards Street
City/Town:	Quincy	State:	MA
Zip Code:	02169	Country:	USA

Types of Interest (select all that apply)

<input type="checkbox"/> Contractual	<input checked="" type="checkbox"/> Director	<input type="checkbox"/> Landlord	<input type="checkbox"/> LLC Manager
<input type="checkbox"/> LLC Member	<input type="checkbox"/> Management Agreement	<input checked="" type="checkbox"/> Officer	
<input type="checkbox"/> Partner	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Sole Proprietor	<input checked="" type="checkbox"/> Stockholder
			<input type="checkbox"/> Other

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☒ Yes ☐ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☒ Direct ☐ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

50%

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
N/A			

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
N/A				

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST CONTACT - Individual

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. All individuals with direct or indirect ownership must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation		First Name	Zissis	Middle Name		Last Name	Klisiaris	Suffix	
Title:	Owner		Social Security Number				Date of Birth		10/28/1965
Primary Phone:	617-448-6155			Email:	chefz@comcast.net				
Mobile Phone:	617-448-6155			Fax Number					
Alternative Phone:	508-655-6643								

Business Address

Street Number:	23	Street Name:	Washington Street
City/Town:	Natick	State:	MA
Zip Code:	01760	Country:	USA

Mailing Address

☐ Check here if your Mailing Address is the same as your Business Address

Street Number:	111	Street Name:	Edwards Street
City/Town:	Quincy	State:	MA
Zip Code:	02169	Country:	USA

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|---|---|
| <input type="checkbox"/> Contractual | <input checked="" type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input checked="" type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input checked="" type="checkbox"/> Stockholder |
| | | | <input type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No

Are you a Massachusetts Resident? ☒ Yes ☐ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, please provide an affidavit explaining the charges.

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☒ Direct ☐ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

50%

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
N/A			

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
N/A				

ABCC CORI REQUEST FORMS



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)		LICENSEE NAME:	Z & M Corporation	CITY/TOWN:	Natick
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APPLICANT INFORMATION

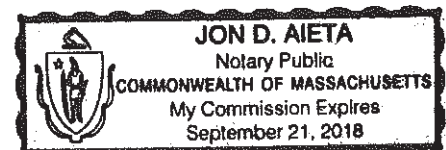
LAST NAME:	Klisiaris	FIRST NAME:	Maria	MIDDLE NAME:	Margarita			
MAIDEN NAME OR ALIAS (IF APPLICABLE):	Andronico	PLACE OF BIRTH:	Quincy, MA					
DATE OF BIRTH:	11/01/1955	SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Faiella	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts			
GENDER:	FEMALE	HEIGHT:	5	2	WEIGHT:	150	EYE COLOR:	Brown
CURRENT ADDRESS:	111 Edwards Street							
CITY/TOWN:	Quincy	STATE:	MA	ZIP:	02169			
FORMER ADDRESS:	283 Billings Street							
CITY/TOWN:	Quincy	STATE:	MA	ZIP:	02171			

PRINT AND SIGN

PRINTED NAME:	Maria M. Klisiaris	APPLICANT/EMPLOYEE SIGNATURE:	<i>Maria M. Klisiaris</i>
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NOTARY INFORMATION

On this	16th day of Jan. 2018	before me, the undersigned notary public, personally appeared	Maria M. Klisiaris
(name of document signer), proved to me through satisfactory evidence of identification, which were		MA. Driver's License	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
		<i>Jon D. Aieta</i> NOTARY	



DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)	LICENSEE NAME: Z & M Corporation	CITY/TOWN: Natick
--	----------------------------------	-------------------

APPLICANT INFORMATION

LAST NAME: Klisiaris	FIRST NAME: Zissis	MIDDLE NAME:
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: Rodea, Greece	
DATE OF BIRTH: 10/28/1965	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Koyios	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT: 5 7	WEIGHT: 200
	EYE COLOR: Green	
CURRENT ADDRESS: 111 Edwards Street		
CITY/TOWN: Quincy	STATE: MA	ZIP: 02169
FORMER ADDRESS: 283 Billings Street		
CITY/TOWN: Quincy	STATE: MA	ZIP: 02171

PRINT AND SIGN

PRINTED NAME: Zissis Klisiaris	APPLICANT/EMPLOYEE SIGNATURE:
--------------------------------	-------------------------------

NOTARY INFORMATION

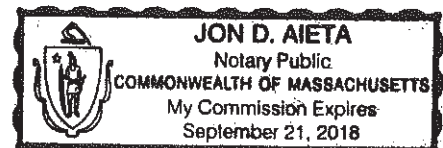
On this 16th day of Jan 2018 before me, the undersigned notary public, personally appeared Zissis Klisiaris
(name of document signer), proved to me through satisfactory evidence of identification, which were MA Driver's License
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF CORI-AUTHORIZED EMPLOYEE
---------------	---------------------------------------

The DCJH Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJH. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCJH via mail or by fax to (617) 660-4614.



PROOF OF CITIZENSHIP

UNITED STATES DEPARTMENT OF JUSTICE



No. A 755350

ORIGINAL

Application No. A34 455 793

ORIGINAL

Personal description of holder as of date of issuance of this certificate. Sex male date of birth October 28, 1965
country of birth Greece complexion medium color of eyes blue color of hair brown
height 5 feet 3 inches weight 115 pounds visible distinctive marks none marital status single

I certify that the description above given is true, and that the photograph affixed hereto is a likeness of me.

Zisis Klisiaris
(Complete and true signature of holder)



Best known, that -----ZISIS KLISIARIS-----
now residing at 193 Belgrade Avenue, Roslindale, Massachusetts 02131
having applied to the Commissioner of Immigration and Naturalization for an certificate of
citizenship pursuant to Section 344 of the Immigration and Naturalization Act, having been duly
adjudicated by the Commissioner of Immigration and Naturalization of the United States of America, became
a citizen thereof on December 5, 1978 and is now in the United States.

It is therefore in pursuance of the authority conferred in Section 344 of the Immigration
and Naturalization Act, this certificate of citizenship is issued this twenty-seventh
day of July, in the year of our Lord nineteen hundred
and seventy-nine, and the seal of the Department
of Justice is hereby pursuant to the statute

Seal

Leonard J. Coe, Jr.

IT IS PUNISHABLE BY U. S. LAW TO COPY,
PRINT OR PHOTOGRAPH THIS CERTIFICATE.

COMMISSIONER OF IMMIGRATION AND NATURALIZATION

DEPARTMENT OF JUSTICE

VOTE OF THE CORPORATE BOARD

CORPORATE VOTE

At a meeting of the Board of Directors of Z & M Corporation held at 111 Edwards Street, Quincy, Massachusetts on January 16, 2018, it was duly voted that the corporation apply to the Town of Natick Board of Selectmen and the Massachusetts Alcoholic Beverages Control Commission for the transfer and pledge of the All Alcoholic Beverages Restaurant License from Angelo & Garif, Inc. d/b/a Agostino's Restaurant to be exercised on the premises located at 23 Washington Street and 25 Washington Street, Suite 2, Natick, Massachusetts.

VOTED: To authorize Zissis Klisiaris of the Corporation to sign the application for the license in the name of the Corporation, and to execute in its behalf any necessary papers, and to do all things required relative to the granting of the transfer of the All Alcoholic Beverages Restaurant License.

VOTED: To authorize Zissis Klisiaris of the Corporation to sign the application for the license in the name of the Corporation, and to execute in its behalf any necessary papers, and to do all things required relative to the granting of the pledge of license to Eastern Bank and/or the US Small Business Administration.

VOTED: To appoint Zissis Klisiaris of the Corporation, as its manager or principal representative, with as full authority and control of the premises described in the license of the Corporation and of the conduct of all business therein relative to alcoholic beverages as the licensee itself could in any way have and exercise if it were a natural person resident in the Commonwealth of Massachusetts and that a copy of this vote duly certified by the Secretary of the Corporation and delivered to said manager or principal representative shall constitute the written authority required by Sec. 26, Chap. 138, G.L.

This is to certify that all directors of Z & M Corporation, a Corporation duly organized under the laws of the Commonwealth of Massachusetts, are residents of the Commonwealth of Massachusetts and citizens of the United States.

This Corporation has not been dissolved.

Z & M Corporation

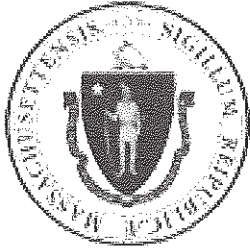


By: Maria M. Klisiaris

Its: Secretary

Dated: January 16, 2018

BUSINESS STRUCTURE DOCUMENTS



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Annual Report

(General Laws, Chapter 156D, Section 16.22; 950 CMR 113.57)

Identification Number: 001158167

1. Exact name of the corporation: Z & M CORPORATION

2. Jurisdiction of Incorporation: State: MA Country:

3,4. Street address of the corporation registered office in the commonwealth and the name of the registered agent at that office:

Name: ZISSIS KLISIARIS
 No. and Street: 111 EDWARD ST.
 City or Town: QUINCY State: MA Zip: 02169 Country: USA

5. Street address of the corporation's principal office:

No. and Street: 264 WASHINGTON ST.
 City or Town: PEMBROKE State: MA Zip: 02359 Country: USA

6. Provide the name and addresses of the corporation's board of directors and its president, treasurer, secretary, and if different, its chief executive officer and chief financial officer.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	ZISSIS KLISIARIS	111 EDWARD ST. QUINCY, MA 02169 USA
TREASURER	ZISSIS KLISIARIS	111 EDWARD ST. QUINCY, MA 02169 USA
SECRETARY	ZISSIS KLISIARIS	111 EDWARD ST. QUINCY, MA 02169 USA
DIRECTOR	ZISSIS KLISIARIS	111 EDWARD ST. QUINCY, MA 02169 USA
DIRECTOR	MARIA KLISIARIS	111 EDWARD ST. QUINCY, MA 02169 USA

7. Briefly describe the business of the corporation:

PIZZERIA

8. Capital stock of each class and series:

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments Num of Shares	Total Issued and Outstanding Num of Shares
CNP	\$0.00000	275,000	0

9. Check here if the stock of the corporation is publicly traded: ☐

10. Report is filed for fiscal year ending: 12/31/ 2016

Signed by ZISSIS KLISIARIS , its PRESIDENT
on this 3 Day of March, 2017

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All Rights Reserved

PURCHASE AND SALE DOCUMENTATION

ASSET PURCHASE AND SALE AGREEMENT

This Asset Purchase and Sale Agreement (hereinafter referred to as "Agreement") made this 28 day of ~~November~~ ^{December} 2017 by and between **Angelo & Garif, Inc.**, a Massachusetts corporation with an address of 23 Washington Street, Natick, Massachusetts 01760 (hereinafter referred to as "Seller") and **Z & M Corporation**, a Massachusetts corporation with a mailing address of 111 Edwards Street, Quincy, Massachusetts 02169 (hereinafter referred to as "Buyer").

WITNESSES AS FOLLOWS:

WHEREAS, the Seller owns and operates a full-service restaurant known as "Agostino's Italian Restaurant" (hereinafter referred to as the "Business"), at the premises located at 23 Washington Street, Natick, Massachusetts 01760 (hereinafter referred to as the "Premises");

WHEREAS, the Seller is the holder of all licenses and permits required by the Town of Natick and the Commonwealth of Massachusetts to operate the Business; and

WHEREAS, the Seller is the holder and owner of certain assets of the Business, including certain furniture, fixtures, equipment, licenses, permits, food and alcohol inventory, leasehold improvements, rights to lease, name and good will of the business located at 23 Washington Street, Natick, Massachusetts 01760 and 25 Washington Street, Suite 2, Natick, Massachusetts 01760 (hereinafter referred to as the "Business Assets" or "Assets");

WHEREAS, the Seller desires to sell, assign and transfer to Buyer and Buyer desires to purchase the aforementioned Business Assets and related tangible and intangible property, upon the terms and subject to the conditions hereinafter set forth;

NOW THEREFORE, in consideration of the purchase price hereinafter set forth to be paid and the mutual agreements and covenants contained herein, and for other good and valuable consideration, it is mutually agreed and covenanted by and between the parties to this Agreement as follows:

1. **Sale of Assets:** The Seller agrees to sell, convey, transfer, and deliver to the Buyer, effective as of the Closing Date, as defined herein, the following assets:
 - a) the furniture, fixtures, equipment owned by the Seller, together with parts and accessories thereto and all other personal property hereinafter used in connection with the business;
 - b) all of Seller's rights to and under the licenses and permits used by it in connection with the operation of the Business;
 - c) all of Seller's inventory, including food and alcohol, on hand at the time of Closing;

- d) all of Seller's rights and interest in the lease for 25 Washington Street, Suite 2, Natick, Massachusetts 01760;
- e) the goodwill, phone numbers and customer lists used by Seller in connection with the operation of the Business; and
- f) all signs, signage rights, trademarks or asserted trademarks developed in connection with the operation of the Business and the business name "Agostino's Italian Restaurant".

A list of equipment, furniture and fixtures to be included in the sale is attached hereto as **Schedule "A"** and incorporated herein by reference.

2. Excluded Assets. Notwithstanding anything in this Agreement to the contrary, but without limiting or intending to limit in any way the Buyer's rights and remedies under this Agreement or otherwise, and subject to the other terms, provisions and conditions of this Agreement, the Assets shall exclude, and the Buyer shall not purchase, the following assets, properties and rights of the Seller (collectively, hereinafter referred to as the "Excluded Assets"):

- a) accounts receivable generated by the Seller through the Closing Date in connection with the operation of the Business;
- b) any vehicles owned by the Seller, providing that any logos, tradenames and references to the Business, its websites and telephone numbers must be removed prior to the Closing;
- c) any liabilities, whether tax- or trade-related or otherwise, of any of the Seller relating to the Business;
- d) those funds held as of the Closing in the checking and other depository accounts in the name of the Seller.

3. No Assumption of Liabilities. Buyer does not assume and shall not be liable for any debt, obligation, responsibility or liability of the Seller, or any claim against Seller whether known or unknown, contingent or absolute, or otherwise, which accrued prior to the Closing. Without limiting the foregoing, Buyer shall have no responsibility with respect to the following, whether or not disclosed in a schedule or exhibit hereto:

- a) Liabilities and obligations arising from transactions with any officer, director of shareholder of the Seller, if applicable, or any person or organization controlled by controlling or under common control with any of them or liabilities to any dissenting stockholder;
- b) Liabilities and obligations for taxes of any kind, specifically including meals taxes, sales taxes, withholding taxes, employment and payroll-related taxes, franchise and corporate

income taxes, and taxes related to or arising from the transfers undertaken pursuant to this Agreement; and

- c) Legal fees and costs incurred by Seller in connection with the negotiation and preparation of this Agreement and closing the transaction contemplated herein.

4. Payment of Purchase Price. The purchase price of Four Hundred Seventy-Five Thousand and 00/100 (\$475,000.00) Dollars shall be paid in the following manner:

\$ 2,500.00 have been paid as a deposit at the time of the execution of the Offer to Purchase (hereinafter referred to as "Initial Deposit") held in a non-interest bearing escrow account by Corbett Restaurant Group, Ten Post Office Square, 8th Floor, Boston, Massachusetts 02109;

\$ 36,500.00 to be paid as a deposit at the execution of this Agreement (hereinafter referred to as "Earnest Money Deposit") in cash or certified check to be held in a non-interest bearing escrow account by Corbett Restaurant Group; and

\$436,000.00 are to be paid at the time of closing by cash, certified check, or attorney's IOLTA check.

\$475,000.00 TOTAL PURCHASE PRICE

5. Use of Purchase Money. To enable the Seller to make conveyance herein provided, the Seller may at the time of the delivery of the Bill of Sale, use the purchase money or any portion thereof to clear title of any or all encumbrances or interests, provided that all instruments so procured are delivered at closing or within a reasonable time thereafter as agreed upon by the parties.

6. Cooperation. Seller and Buyer agree to take whatever steps shall be necessary, in a diligent and expeditious manner, to have all licenses and permits used in the operation of the Business transferred and/or issued to Buyer. Seller and Buyer agree to work cooperatively with the Town of Natick and the Commonwealth of Massachusetts and any local law enforcement agency in their respective investigations of the transfer and/or issuance and to promptly execute and deliver any legal instruments and applications of any nature or kind which may be necessary to effect and consummate this transaction. It is understood that time is of the essence. Buyer shall endeavor to secure the approval of the transfer and/or issuance by the Town of Natick and the Commonwealth of Massachusetts, and any local law enforcement agency on or before ninety (90) days from the date of the public hearing before the Town of Natick. If the Town of Natick or Commonwealth of Massachusetts, or any local law enforcement agency has not completed its investigation and approval process by such date, then the parties agree to extend the Closing an additional thirty (30) days. After the expiration of the additional 30-day period, all obligations of all parties hereto shall

cease, and the deposits held hereunder shall be returned to the Buyer, unless the parties mutually agree in writing to further extend the agreement. In the event of governmental inaction, additional extensions of time to close shall not be unreasonably withheld.

7. **Closing:** The Seller shall sell and transfer all assets of the business in accordance with the terms and conditions of this Agreement and the Bill of Sale shall be delivered within ten (10) business days after the issuance of all necessary licenses and permits, including the Liquor License, following the approval of the transfer of Liquor License by the Town of Natick and the Alcoholic Beverages Control Commission in connection with sale of the business known Agostino's Italian Restaurant operated at 23 Washington Street and 25 Washington Street, Suite 2, Natick, Massachusetts 01760, at the offices of BUYER'S counsel, Cassis & Cayer, 18 Russell Park, Quincy, Massachusetts 02169, or at the office of counsel for BUYER'S lender (hereinafter referred to as the "Closing Date" or the "Closing").

8. **Final Inspection.** Full possession of said premises is to be delivered at the time of Closing, said premises to be then in the same condition as they now are, reasonable use and wear thereof excepted and in compliance with the provisions of any instrument referred to herein. The Buyer shall inspect the premises and all of the Seller's equipment on the Closing date to determine that it is in good working order, reasonable wear and tear excepted. Acceptance of the Bill of Sale from the Seller by the Buyer shall be deemed satisfaction of this clause.

Notwithstanding the foregoing, the Seller agrees to professionally clean the kitchen exhaust system, including but not limited to, the grease exhaust fans, grease ducts, hood plenums, interior of the hoods, grease trays and grease cups, grease filters and any access panels no later than thirty (30) days prior to the Closing.

9. **Insurance.** Until the Closing, the Business shall be kept insured against fire and other casualty losses in the amount of the present insurance coverage. In the event of any fire or other casualty loss prior to the closing, the Seller shall notify the Buyer of such damage and the Buyer shall have the option to terminate this Agreement within five (5) days of receipt of such notice or the Closing Date, whichever shall first occur. If the Buyer does not exercise its option to so terminate this Agreement, then the Agreement shall be consummated as herein provided except that all monies recoverable under any insurance policy of the Seller shall be assigned and/or transferred to the Buyer.

10. **Business Debt.** All debts arising out of the operation of the business to the Date of Closing, including but not limited to, any and all wages, withholding and sales taxes, general trade debt, liens and security interests, utility charges, phone charges, advertising expenses are to be paid by the Seller.

The Buyer shall be under no obligation to ascertain the extent and nature of the Seller's trade debt prior to the closing and may rely on the covenant and agreement of the Seller that all such debt shall be paid and extinguished from the sale proceeds. Notwithstanding the foregoing,

the Buyer may elect to insist that any sums required to obtain the discharge of any liens or security interests on the business assets to be conveyed, be paid in full from the sale proceeds at the time of closing.

11. Default. In the event that the Buyer shall default under the terms hereof, then all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages for said non-performance and all other obligations of the parties shall cease, the deposits held hereunder shall be immediately tendered to Seller, and the same shall constitute Seller's sole and exclusive remedy, and this Agreement shall be void and without recourse to the parties hereto. In the event that the Seller shall default under the terms hereof, then, at Buyer's option, Buyer shall be entitled to exercise any legal and equitable remedies that may be available to Buyer, including but not limited to specific performance, or all deposits made hereunder by Buyer shall be immediately returned to the Buyer for said Seller's non-performance and all other obligations of all parties hereto shall cease, and this Agreement shall be void and without recourse to the parties hereto.

12. Conditions of Sale. The obligation of Buyer to purchase and pay for the Business Assets at the Closing is subject to the fulfillment or waiver, prior to or at the Closing, of the following conditions and the parties hereto agree that the sale of the Business Assets is expressly conditioned upon the following provisions:

- a) Transfer of the Licenses and Permits. The Buyer shall have obtained final written and unconditional approval from the Town of Natick and the Commonwealth of Massachusetts for the transfer and/or issuance of all licenses and permits currently issued to Seller and required to operate a full-service restaurant at 23 Washington Street, Natick, Massachusetts 01760 and 25 Washington Street, Suite 2, Natick, Massachusetts 01760, upon the same terms and conditions as presently held.
- b) Transfer of All Alcoholic Beverages Restaurant License. The Buyer shall have obtained final written and unconditional approval from the Town of Natick and the Commonwealth of Massachusetts for the transfer of the All Alcoholic Beverages Restaurant License (License No. 00006-RS-0768) exercised on the premises located at 23 Washington Street, Natick, Massachusetts 01760 and 25 Washington Street, Suite 2, Natick, Massachusetts 01760, upon the same terms and conditions as presently held.
- c) Payment of Obligations. Seller shall have paid any and all outstanding liabilities and obligations related to the operation of the Business or in connection with the Business Assets, including, but not limited, to all amounts owed to vendors and suppliers. Seller shall obtain a complete release and clearance of any and all liens and encumbrances associated with the Business and Business Assets. Failing such release and clearance, it is expressly agreed and understood that at Buyer's option the Buyer may proceed with the transaction and withhold any required funds from the amount due at Closing, to satisfy any such liens or encumbrances. In the event that Buyer exercises this election additional funds shall be withheld from the Purchase Price due to the Seller for the payments of any and all

costs and fees associated with satisfaction of such liens or encumbrances including but not limited to Buyer's attorney's fees.

- d) Discharge of Recorded Liens and Encumbrances. Seller shall at its sole expense obtain and record any and all documents requested by Buyer to discharge any recorded lien or encumbrance of the Seller.
- e) Financing Contingency. This agreement is contingent on the BUYER'S ability to obtain a loan commitment in the combined amount of \$900,000.00 for the purchase of the real property and the business assets located at 23 Washington Street, Natick, Massachusetts 01760. If the BUYER having used all due diligence fails to obtain a firm commitment for such a loan on or before forty-five (45) days from the execution of this agreement the Buyer may terminate this Agreement by written notice to the Seller prior to the expiration of such time, whereupon all payments made hereunder by the BUYER shall be forthwith refunded and all obligations of the parties hereto shall cease and this agreement shall be void and without recourse to the parties hereto. The submission of one loan application to one lender by BUYER shall constitute due diligence on the part of the BUYER.
- f) Purchase of Real Property. The Seller and Buyer acknowledge that they or their affiliated companies or assigns have entered into a Purchase and Sale Agreement for the real property known as 23 Washington Street, Natick, Massachusetts 01760, of which the Premises is a part. The Buyer's obligations under this agreement are expressly conditioned upon the purchase of the real property, with title transferring to Zissis Klisiaris, or his nominee, by the Closing Date. If the said real property is not so transferred, then the Buyer shall be entitled to the return of all monies deposited and this agreement shall be of no further legal effect, unless otherwise waived or agreed to by Buyer.
- g) Lease. The Seller and Buyer acknowledge that Buyer's performance hereunder is specifically contingent upon and subject to the Buyer, or Buyer's affiliate or nominee, negotiating and executing an assignment of the existing lease or a new commercial lease with the landlord of the premises located at 25 Washington Street, Suite 2, Natick, Massachusetts 01760, containing such rental terms and conditions as are reasonably acceptable to the Buyer and the Landlord. In the event that the Buyer is unable to negotiate a lease assignment or new lease, then the Buyer may terminate this Agreement upon written notice to the Seller, whereupon any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties made under this Agreement shall cease and this Agreement shall be void without recourse to the parties hereto.
- h) Closing Documents. The Seller executing, at the time of closing, a Bill of Sale, and any and all other necessary and appropriate closing documents, as more fully set forth herein below.

13. Representations, Warranties and Covenants of Seller: The Seller guarantees and warrants and agrees to re-guarantee and re-warrant at the time of closing that:

- a) Title to all assets and personal property to be conveyed and transferred hereunder shall be a good and clear marketable title free from all liens, security interests and encumbrances; that the Seller will deliver to the Buyer a standard form warranty Bill of Sale at the time of the closing, which Bill of Sale shall contain covenants on the part of the Seller of lawful ownership, free and clear of any liens, encumbrances and security interests and that it has good right to sell same and warranty to defend the same against the lawful claims of all persons.
- b) The Seller is not party to any judicial or quasi-judicial lawsuits, proceedings or injunction or any local or state regulatory proceedings.
- c) All taxes that Seller is aware of will be paid in full by the date of closing. No taxing authority is now asserting, or threatening to assert against Seller any deficiency or claim for additional taxes or interest thereon, or penalties in connection therewith.
- d) To the best of Seller's knowledge, there are no unpaid judgments outstanding relative to the Business or Business Assets and that there are no pending claims against the Business or Business Assets.
- e) At the Closing, the Seller will be a validly existing Massachusetts corporation, will have good and merchantable title to the assets which the Buyer hereby agrees to purchase, pursuant to the terms hereof, and has full rights and authority to execute this Agreement and will have full rights and authority to transfer and convey to the Buyer the assets as herein contemplated, free and clear of all claims, liens and encumbrances whatsoever.
- f) At the Closing, all payables due vendors and suppliers of the business, including but not limited to any food, beverage and alcoholic beverage vendors, are current.
- g) On the closing date, the Seller will have no creditors. The Seller will not be on the delinquent list of licensees pursuant to M.G.L. c.138, Sec. 25.
- h) The Seller has timely filed all federal, state and local tax returns, which are required to be filed.
- i) On the Closing Date, the Seller will deliver to the Buyer assignments of all warranties and service agreements, if any, relating to the Assets.
- j) The Seller represents and warrants that to the best of the Seller's knowledge Seller has obtained and is operating in compliance with all necessary zoning approvals required to conduct the Business situated on the premises either as allowed or permitted uses or

structures, or as lawful pre-existing non-conforming uses or structures. Seller represents and warrants to the best of Seller's knowledge that all licenses and permits of the Business, including but not limited to the License, are now and at the time of the Closing shall be validly existing and in compliance with the required standards of any and all local, state and federal governmental agencies including but not limited to renewals of the same.

- k) The Seller materially represents that the person or persons signing this Agreement on behalf of the corporation has/have been duly authorized by the corporation to do so and that the same constitutes a binding and legal obligation upon the corporation.

The foregoing representations and warranties shall be deemed to be restated by Seller at the time of the closing of this sale. The said representations and warranties do not lose their efficacy with the closing of the sale, but shall survive and be operative and efficacious beyond the closing.

14. Representations, Warranties and Covenants of Buyer. The Buyer guarantees and warrants and agrees to re-guarantee and re-warrant at the time of closing that:

- a) At the time of Closing, the Buyer shall be a duly organized and existing Massachusetts corporation in good standing, and the Buyer has the power and authority to execute, deliver, and perform this Agreement, and all other agreements, documents and instruments to be executed and delivered by Buyer pursuant hereto.
- b) The Buyer materially represents that the person or persons signing this Agreement on behalf of the corporation has/have been duly authorized by the corporation to do so and that the same constitutes a binding and legal obligation upon the corporation.

15. Covenant Against Competition. The Seller and Angelo Souliopoulos and George Souliopoulos, individually agree to enter into a Covenant Against Competition with the BUYER not to engage in a competing business with the BUYER for a period of five (5) years within a six (6) mile radius of the Business.

16. Indemnification. The Seller exonerates and indemnifies the Buyer against all claims, suits, obligations, liabilities and damages including reasonable attorney's fees, based upon, arising out of or resulting from any outstanding debts of Seller or claims of third parties against the Seller existing or occurring prior to the date of Closing. The Buyer shall release, defend and indemnify the Seller from any and all third-party claims against the Seller for any cause of action occurring on the date of closing or after the date of closing.

17. Closing Documents. The Seller shall provide to the Buyer at the Closing documents of transfer and assignment as are customary in similar transactions including but not limited to the following documents:

- a) A Bill of Sale, including all assets set forth within this agreement and listed on Exhibit A;
- b) A duly executed "Waiver of Corporate Excise Tax Lien" from the Massachusetts Department of Revenue, as set forth in M.G.L. Chapter 62C Section 52, or within a commercially reasonable time following the closing;
- c) A Certificate of Good Standing from the Commonwealth of Massachusetts Secretary of State's Office;
- d) A Certificate of Good Standing from the Massachusetts Department of Revenue;
- e) A duly executed Certificate regarding all relevant corporate resolutions, authorizing the sale of said assets;
- f) A Covenant Against Competition Agreement in the form and substance as set forth in Paragraph 15 of this Agreement;
- g) An Indemnification Agreement in the form and substance as set forth in Paragraph 16 of this Agreement;
- h) Such other documents relating to the transactions contemplated by this Agreement as Buyer or Buyer's attorney may reasonably request.

18. Notices. Any and all notices required or permitted hereunder shall be in writing and deemed properly given when delivered by facsimile or first-class mail and sent to all parties to this Agreement at the addresses or facsimile numbers, as follows:

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|----|---|--|
| a) | If to the Seller, addressed to: | with a copy to: |
| | Angelo & Garif, Inc.
23 Washington Street
Natick, MA 01760 | Dennis R. Brown, Esq.
Dennis R. Brown, PC
869 Concord Street
Framingham, MA 01701
(781) 431-1340
(781) 237-8906 fax
dennis@drblaw.com |
| b) | If to the BUYER, addressed to: | with a copy to: |
| | Zissis Klisiaris
Z & M Corporation
111 Edwards Street
Quincy, MA 02169 | Jon D. Aieta, Esq.
Cassis & Cayer
18 Russell Park
Quincy, MA 02169 |

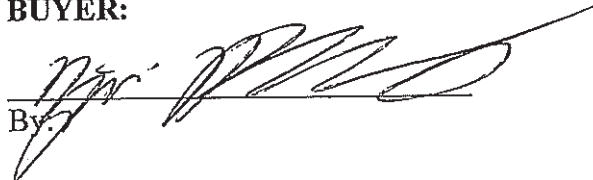
jaieta@cassiscayer.com

19. Construction of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and shall be governed by the laws of the Commonwealth of Massachusetts, and shall be binding upon the parties' respective legatees, administrators, executors, legal representatives, successors and assignees. In case any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term of this Agreement shall in any way be affected thereby.

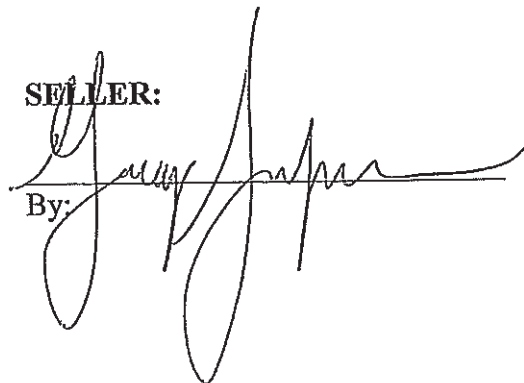
20. Entire Agreement. Except where specifically indicated, this instrument contains the entire agreement between the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof and may not be modified except in writing signed by the parties hereto. No other warranties or representations of any type or nature have been made by either party other than the warranties and representations contained in this instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument this 28 day of December 2017.

BUYER:

By: 

SELLER:

By: 

**FIRST AMENDMENT TO
ASSET PURCHASE AND SALE AGREEMENT**

This First Amendment to Asset Purchase and Sale Agreement (the "Agreement") entered into this 30 day of January 2018 by and between Angelo & Garif, Inc. (the "Seller") and Z & M Corporation (the "Buyer");

WHEREAS, Buyer and Seller entered into an Asset Purchase and Sale Agreement dated December 28, 2017 (the "Asset P&S Agreement") pursuant to which Seller intends to convey to Buyer and Buyer intends to purchase from Seller certain assets of the restaurant business known as "Agostino's Restaurant" located at 23 Washington Street, Natick, Massachusetts 01760; and

WHEREAS, the parties desire to amend the Asset P&S Agreement;

NOW, THEREFORE, for consideration paid the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

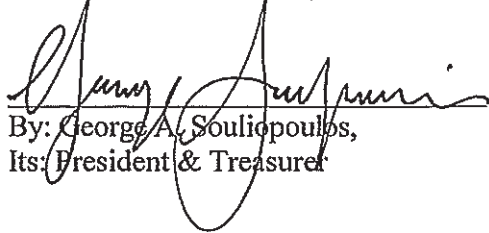
1. Paragraph 4 of the Asset P&S Agreement, entitled "Purchase Price", shall be deleted in its entirety and the following new Paragraph 4 shall be inserted in its place:
 4. **Purchase Price:** The purchase price of One Hundred Forty-Five Thousand and 00/100 (\$145,000.00) Dollars shall be paid in the following manner:
 - \$ 2,500.00 have been paid as a deposit at the time of the execution of the Offer to Purchase (hereinafter referred to as "Initial Deposit") held in a non-interest bearing escrow account by Corbett Restaurant Group, Ten Post Office Square, 8th Floor, Boston, Massachusetts 02109;
 - \$ 36,500.00 have been paid as a deposit at the execution of the Asset P&S Agreement (hereinafter referred to as "Earnest Money Deposit") in cash or certified check to be held in a non-interest bearing escrow account by Corbett Restaurant Group; and
 - \$106,000.00 are to be paid at the time of closing by cash, certified check, or attorney's IOLTA check.
 - \$145,000.00 TOTAL PURCHASE PRICE
2. Paragraph 7 of the Asset P&S Agreement, entitled "Closing", shall be deleted in its entirety and the following new Paragraph 7 shall be inserted in its place:
 7. **Closing:** The Seller shall sell and transfer all assets of the business, as more particularly described in Paragraphs 1 and 2 above, in accordance with the terms and conditions of this Agreement and the Bill of Sale shall be delivered within ten (10) business

days after the later of: (i) the issuance of all necessary licenses and permits, including the Liquor License, following the approval of the transfer of Liquor License by the Town of Natick and the Alcoholic Beverages Control Commission in connection with sale of the business known Agostino's Italian Restaurant operated at 23 Washington Street and 25 Washington Street, Suite 2, Natick, Massachusetts 01760; and (ii) the date Seller is reopened for business following receipt of a Certificate of Occupancy. The closing shall take place at the offices of BUYER'S counsel, Cassis & Cayer, 18 Russell Park, Quincy, Massachusetts 02169, or at the office of counsel for BUYER'S lender (hereinafter referred to as the "Closing Date" or the "Closing").

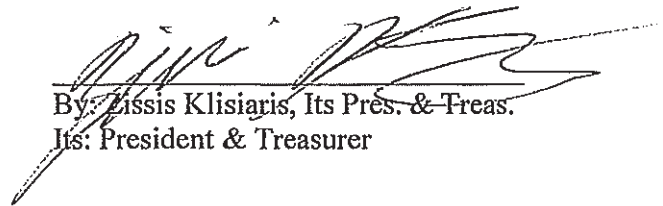
3. Except as herein amended, the terms of the Asset P&S Agreement shall remain in full force and effect.

Executed as a sealed instrument as of the 30 day of January 2018.

SELLER:
ANGELO AND GARIF, INC.


By: George A. Souliopoulos,
Its: President & Treasurer

BUYER:
Z & M CORPORATION


By: Zissis Klisiaris, Its Pres. & Treas.
Its: President & Treasurer

PURCHASE AND SALE AGREEMENT

Agreement made this 28 day of December 2017.

1. **PARTIES:** By and between **George A. Souliopoulous**, an individual with an address of 43 Gorman Road, Framingham, Massachusetts 01702, hereinafter called the SELLER, and **Zissis Klisiaris**, an individual with an address of 111 Edwards Street, Quincy, Massachusetts 02169, or his nominee, hereinafter called BUYER or PURCHASER.

2. **DESCRIPTION:** The SELLER agrees to sell, and the BUYER agrees to buy, upon the terms hereinafter set forth, the following described premises: The land with the buildings thereon known as and numbered as 23 Washington Street, Natick, Massachusetts 01760 (the "Premises") said Premises being further described in the Legal Description attached hereto at "Exhibit A."

3. **BUILDINGS, STRUCTURES, IMPROVEMENTS AND FIXTURES, PERSONAL ITEMS TO STAY:** Included in the sale as a part of said Premises are the usual fixtures belonging to the SELLER and used in connection herewith including, if any, all furnaces, heaters, oil and gas burners and fixtures appurtenant thereto, hot water heaters, electric and other lighting fixtures, window shades, screens, screen doors, storm or other detached windows and doors, blinds, awnings, bathroom fixtures and hardy shrubs, and trees.

4. **TITLE DEED:** Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

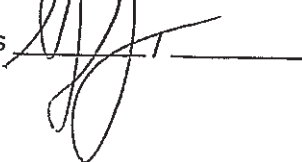
- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current years as are not due and payable on such date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this agreement;
- (d) All easement, restrictions and rights of way, if any, of record to the extent the same are now in force and applicable, provided they do not substantially interfere with the current use of the Premises.

The SELLER agrees to execute and deliver an affidavit to BUYER'S Title Insurance company indicating that there are no mechanic's liens and such other reasonable documentation as may be required.

5. **PLANS:** If said deed refers to a plan necessary to be recorded therewith, the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. **REGISTERED TITLE:** In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

Seller's Initials



- 1 -

Buyer's Initials

ZK /

7. **PURCHASE PRICE:** The agreed purchase price for said Premises is Five Hundred Thousand and 00/100 (\$\$500,000.00) Dollars of which:

\$ 2,500.00 have been paid as a deposit at the time of the execution of the Offer to Purchase (hereinafter referred to as "Initial Deposit") held in a non-interest bearing escrow account by Corbett Restaurant Group, Ten Post Office Square, 8th Floor, Boston, Massachusetts 02109;

\$ 36,500.00 to be paid as a deposit at the execution of this Agreement (hereinafter referred to as "Earnest Money Deposit") in cash or certified check to be held in a non-interest bearing escrow account by Corbett Restaurant Group; and

\$461,000.00 are to be paid at the time of closing by cash, certified check, or attorney's IOLTA check.

\$500,000.00 TOTAL PURCHASE PRICE

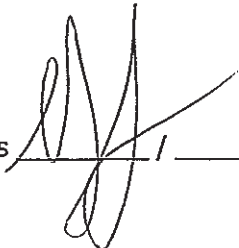
A. **SELLER'S COSTS:** The SELLER shall pay for the Massachusetts Excise Stamps on the Deed, recording mortgage discharge(s) and any other discharges which are needed to be recorded in order to give the BUYER a clear title.

B. **BUYER'S COSTS:** The BUYER shall pay for the recording of the deed, recording of mortgage(s), recording of certificate of municipal liens as well as for Title Insurance if required or requested.

C. **FINANCING CONTINGENCY:** This agreement is contingent on the BUYER'S ability to obtain a loan commitment in the combined amount of \$900,000.00 for the purchase of the real property and the business assets located at 23 Washington Street, Natick, Massachusetts 01760. If the BUYER having used all due diligence fails to obtain a firm commitment for such a loan on or before forty-five (45) days from the execution of this agreement the Buyer may terminate this Agreement by written notice to the Seller prior to the expiration of such time, whereupon all payments made hereunder by the BUYER shall be forthwith refunded and all obligations of the parties hereto shall cease and this agreement shall be void and without recourse to the parties hereto. If such notice is not received on or before the expiration date herein above specified, the BUYER shall be bound to perform BUYER'S obligations under this agreement. The submission of one loan application to one lender by BUYER shall constitute due diligence on the part of the BUYER.

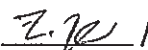
8. **ADJUSTMENTS TO PURCHASE PRICE:** Real estate taxes for the then current year, water and sewer use charges and fuel oil, if applicable, to be apportioned and adjusted as of the day of performance of this agreement and the amount of such adjustment shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of the delivery of the deed.

Seller's Initials



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Buyer's Initials



9. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES:** If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

10. **BROKER'S FEE:** Both the BUYER and the SELLER warrant to each other that neither has engaged a broker in this matter, except Corbett Restaurant Group. The SELLER shall pay Corbett Restaurant Group any commissions due pursuant to an agreement between broker and SELLER, upon the closing of the sale.

11. **TIME FOR PERFORMANCE - DELIVERY OF DEED:** Such deed is to be delivered at 12:00 p.m. within ten (10) business days after the issuance of all necessary licenses and permits, including the Liquor License, following the approval of the transfer of Liquor License by the Town of Natick and the Alcoholic Beverages Control Commission in connection with sale of the business known Agostino's Italian Restaurant operated at 23 Washington Street and 25 Washington Street, Suite 2, Natick, Massachusetts 01760, at the offices of BUYER'S counsel, Cassis & Cayer, 18 Russell Park, Quincy, Massachusetts 02169, or at the office of counsel for BUYER'S lender (hereinafter referred to as the "Closing Date" or the "Closing").

12. **POSSESSION - CONDITION OF PREMISES:** Full possession of said Premises, free of all tenants and occupants, except as herein provided, is to be delivered at the time of recording of the deed, said Premises to be then

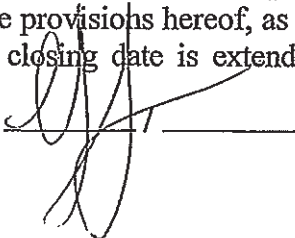
- (a) In the same condition as they now are, reasonable use and wear thereof excepted, and
- (b) not in violation of said building and zoning laws (except as a pre-existing non-conforming structure and lot if applicable), and
- (c) in compliance with the provision of any instrument referred to in Clause 4 hereof.

The SELLER agrees that the Premises will be delivered to BUYER in "broom clean" condition.

The BUYER shall be entitled to personally inspect the Premises prior to the closing for compliance with this paragraph upon reasonable notice to the SELLER'S Broker.

13. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM:** If the SELLER shall be unable to give title or to make conveyance or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then the SELLER may give written notice to the BUYER, at or before the time for performance thereof, of the extension of the time for performance for a period of thirty (30) days, but not beyond the expiration of BUYER'S loan commitment or rate lock. Upon giving such notice to BUYER, the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be. Notwithstanding anything to the contrary, in the event the closing date is extended by SELLER pursuant to this clause beyond the date of

Seller's Initials



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Buyer's Initials

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BUYER'S mortgage commitment expiration date or BUYER'S rate lock expiration date, without BUYER'S written consent, then BUYER may terminate this agreement by notice to SELLER as herein provided, whereupon any payments made under this agreement, including any interest earned thereon, shall be forthwith refunded to BUYER and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

14. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC:** If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then, , any payments made under this agreement shall be forthwith refunded and all other obligations of all parties thereto shall cease and this agreement shall be void without recourse to the parties thereto.

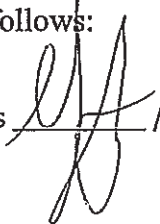
15. **BUYER'S ELECTION TO ACCEPT TITLE:** The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to pay therefor the Purchase Price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if said Premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the Premises to their former condition, either (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or (b) if a holder of a mortgage on said Premises shall not permit the insurance proceeds or a part thereof to be used to restore the said Premises to their former condition or to be paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

16. **ACCEPTANCE OF DEED:** The acceptance and recording of a deed by the BUYER or his nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof to be performed after the delivery of said deed.

17. **USE OF PURCHASE MONEY TO CLEAR TITLE:** To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded within a reasonable period of time after delivery of said deed, or in the case of currently outstanding mortgages held by institutional lenders, within a reasonable period of time thereafter in accordance with standard conveyancing practices.

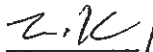
18. **INSURANCE:** Until delivery of the deed, SELLER shall maintain insurance on said Premises as follows:

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Buyer's Initials



(a)	Fire and Extended Coverage	\$	AS CURRENTLY
(b)	Hazard/Liability	\$	INSURED

19. **DEPOSIT:** All deposits made hereunder shall be held in escrow by SELLER'S Broker, Corbett Restaurant Group, Ten Post Office Square, 8th Floor, Boston, Massachusetts 02109, as Escrow Agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event that the transaction is not completed due to a failure of a condition upon which BUYER'S obligations are contingent as set out herein, or due to SELLER'S default hereunder, the Initial Deposit and Earnest Money Deposit is refundable to BUYER as the BUYER'S sole and exclusive remedy at law or in equity, and the Escrow Agent shall immediately return the deposits to BUYER. In the event that the transaction is not completed due to BUYER'S default of its obligations under this Agreement, then this Agreement shall terminate and the deposits will be forfeited as liquidated damages to SELLER as SELLER'S sole and exclusive remedy at law or in equity and the Escrow Agent shall immediately turn over the deposits to SELLER. In the event of a dispute between BUYER and SELLER as to the right to receive the deposit amount, the Escrow Agent shall not be made a party to any litigation between the parties, but shall be obligated to deliver the deposit amount to the appropriate party at any time upon the written agreement of the parties, or as determined by a judgment of a court of competent jurisdiction. The parties acknowledge that SELLER has no adequate remedy in the event of BUYER'S default hereunder because it is impossible to compute exactly the damages which would accrue to the SELLER in such event. The parties have therefore taken these facts into account in setting the amount of the deposit hereunder and hereby agree that: (i) the deposit is the best pre-estimate of such damages which would accrue to SELLER in the event of BUYER'S default hereunder: (ii) said deposit represents damages and not any penalty against BUYER and (iii) if BUYER shall fail to fulfill BUYER'S obligations hereunder, said deposit shall be due the SELLER from the BUYER as its full damages in lieu of other rights and remedies which SELLER may have against BUYER at law or in equity.

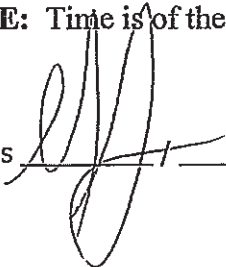
20. **BUYER'S DEFAULT:** If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, which shall be SELLER'S sole and exclusive remedy, at law and in equity.

21. **SELLER'S DEFAULT:** If the SELLER shall fail to fulfill the SELLER'S agreements herein, all deposits made hereunder by the BUYER shall be refunded to the BUYER as liquidated damages, which shall be BUYER'S sole and exclusive remedy, at law and in equity.

22. **NO BUYER BROKER:** Except for any Broker(s) named herein, BUYER represents to SELLER that BUYER has not directly or indirectly been introduced to the Premises or the SELLER through any Broker(s) and BUYER agrees to indemnify and hold harmless the SELLER against any claims of any Broker(s), having so introduced the BUYER including attorney's fees and expenses. The provisions of this paragraph shall survive the closing and the delivery of the deed.

23. **TIME:** Time is of the essence of this Agreement.

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Buyer's Initials



24. **TITLE STANDARD:** Any matter relating to the performance of this Agreement which is not provided for in this Agreement and which is the subject to a title, practice of ethical standard of the Real Estate Bar Association of Massachusetts Real Estate Bar Association (REBA) shall be governed by the provisions of such standard to the extent applicable.

25. **PLOT PLAN:** The BUYER or his agents, may at his option and expense, enter the Premises to be conveyed for the purposes of having a survey or plot plan made.

26. **ACCESS TO PREMISES:** BUYER, BUYER'S lender(s), and its/their agents and assigns shall have the right of access to the Premises prior to the time specified for delivery of SELLER'S deed for the purpose of inspecting and/or appraising the Premises, taking measurements and/or obtaining a plot plan survey. BUYER shall have the right to inspect the Premises twenty-four (24) hours prior to closing and/or twenty-four (24) hours prior to taking possession and at other reasonable times with notices to SELLER.

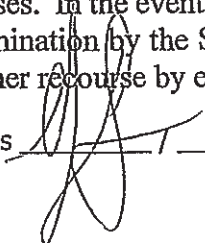
27. **REAL ESTATE TAXES:** All references to the "then current year" and like references with respect to real estate taxes payable for the Premises shall be construed to mean the then current fiscal tax period within which such taxes are payable.

28. **INFORMATION; DOCUMENTATION:** SELLER shall cooperate with BUYER in obtaining mortgage financing by furnishing to BUYER'S prospective lender such information as the said lender may request, and SELLER shall execute and or deliver such documents as may be reasonably required by BUYER'S counsel, BUYER'S lender or BUYER'S lender's counsel and their successors and assigns. Said documents shall be those documents commonly used in conjunction with commercial conveyances involving mortgage lenders and shall include, but not be limited to, all other documentation that is required to convey title.

29. **UNDERGROUND STORAGE TANKS:** The parties acknowledge that the Massachusetts Board of Fire Prevention has issued regulations governing the maintenance, repair and removal of underground storage tanks to prevent and detect leakage of tank contents into surrounding soil and water supplies. The SELLER hereby discloses that there are no underground storage tank(s) at the Premises. If there are one or more underground tanks at the Premises, the SELLER further discloses that the tank(s) have not been used within the past six (6) months exclusively for the storage of fuel oil or consumption on the Premises and to the best of the SELLER'S knowledge there has been no release or leaking of oil from such tank(s). In the event that such tanks have not been so used, SELLER agrees that SELLER will comply with the applicable provisions of 527 CMR 9.00 et seq. Regarding the removal/filling of such tanks so that at the time of the delivery of the Deed, the Premises will be in compliance with the provisions of the aforesaid regulations.

30. **SEPTIC SYSTEM:** If there is a Septic System servicing the said premises herein conveyed, the SELLER will provide BUYER with a copy of the Title V certificate. The SELLER represents and warrants that the septic system for the Premises lies wholly within the boundaries of the Premises. In the event the system is deemed "failed", this agreement shall terminate. In the event of termination by the SELLER due to failure of the system, all deposits shall be refunded, without further recourse by either party.

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31. **RIGHT TO INSPECT; ACKNOWLEDGMENT:** This Agreement is subject to the right of the BUYER to obtain at BUYER'S own expense as an inspection of the Premises and written report to include, but not be limited to, the structural condition of the building(s), other structures, if any, the condition of the systems of the dwelling(s) or on the Premises, the existence and condition of underground storage tanks, if any, the presence of insect infestation, the presence of hazardous materials on the Premises or the likelihood of release of hazardous materials on or from the Premises, the adequacy and suitability of the water supply and the condition and adequacy of the sewerage system, by the consultant(s) of the BUYER'S own choosing. The BUYER'S right to inspect shall expire on or before ten (10) business days from the execution of this agreement.

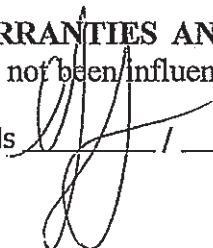
The BUYER and the BUYER'S consultant(s) shall have the right to access to the Premises at reasonable times with reasonable advance notice to the SELLER'S Broker, for the purpose of inspecting as aforesaid, the condition of the Premises. If the BUYER is not satisfied with the results of such inspection(s) this Agreement may be terminated by the BUYER, at BUYER'S election, without legal or equitable recourse to either party, the parties thereby releasing each other from all liability under this Agreement, and the deposit shall be returned to the BUYER, provided however, that the BUYER shall have notified the SELLER in writing on or before the inspection expiration date herein above specified, of the BUYER'S intention to so terminate. If such notice is not received on or before the inspection expiration date herein above specified, the BUYER shall be bound to perform BUYER'S obligations under this agreement.

32. **SALE OF BUSINESS CONTINGENCY:** SELLER and BUYER acknowledge that they or their affiliated entities have entered into an Asset Purchase and Sale Agreement, of even date, for the business operated at 23 Washington Street and 25 Washington Street, Suite 2, Natick, Massachusetts 01760 and known as "Agostino's Italian Restaurant". BUYER'S obligations under this agreement are expressly conditioned upon the sale of the business Agostino's Italian Restaurant to BUYER, or BUYER'S nominee, by the Closing Date. If the said business is not so transferred, BUYER shall be entitled to the return of all monies deposited and this agreement shall be of no further legal effect, as long as said failure to transfer the business was not the result of BUYER'S failure to satisfy any condition required of it pursuant to this Agreement.

33. **LEASE CONTINGENCY:** SELLER and BUYER acknowledge that BUYER'S performance hereunder is specifically contingent upon and subject to the BUYER, or BUYER'S affiliate or nominee, negotiating and executing an assignment of the existing lease or a new commercial lease with the landlord of the premises located at 25 Washington Street, Suite 2, Natick, Massachusetts 01760, containing such rental terms and conditions as are reasonably acceptable to the BUYER and the Landlord. In the event that the BUYER is unable to negotiate a lease assignment or new lease, then the BUYER may terminate this Agreement upon written notice to the SELLER, whereupon any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties made under this Agreement shall cease and this Agreement shall be void without recourse to the parties hereto.

34. **WARRANTIES AND REPRESENTATIONS:** The BUYER acknowledges that the BUYER has not been influenced to enter this transaction nor has he relied upon any warranties or

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Buyer's Initials



representations not set forth or incorporated in this agreement, or previously made in writing, except for the following additional warranties and representations, if any made by either the SELLER or SELLER'S BROKER: NONE, except as herein written.

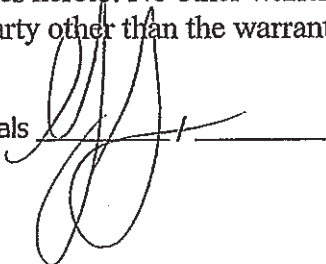
35. **NOTICES:** Any and all notices required or permitted hereunder shall be in writing and deemed properly given when delivered by facsimile or first class mail and sent to all parties to this Agreement at the addresses or facsimile numbers, as follows:

- a) If to the Seller, addressed to: with a copy to:
- | | |
|--|--|
| George A. Souliopoulos
43 Gorman Road
Framingham, MA 01702 | Dennis R. Brown, Esq.
Dennis R. Brown, P.C.
869 Concord Street
Framingham, MA 01701
(781) 431-1340
(781) 237-8906 fax
dennis@drblaw.com |
|--|--|
- b) If to the BUYER, addressed to: with a copy to:
- | | |
|--|---|
| Zissis Klisiaris
111 Edwards Street
Quincy, MA 02169 | Jon D. Aieta, Esq.
Cassis & Cayer
18 Russell Park
Quincy, MA 02169
(617) 773-7000
(617) 472-9028 fax
jaieta@cassiscayer.com |
|--|---|

36. **CONSTRUCTION OF AGREEMENT:** This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, and sets forth the entire contract between the parties and is binding upon and ensures to executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it. The contracting parties agree that this contract contains all the terms and conditions of this sale. It is mutually agreed that any oral representation made by either party prior to the signing of this agreement is null and void.

37. **ENTIRE AGREEMENT.** Except where specifically indicated, this instrument contains the entire agreement between the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof and may not be modified except in writing signed by the parties hereto. No other warranties or representations of any type or nature have been made by either party other than the warranties and representations contained in this instrument.

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Buyer's Initials

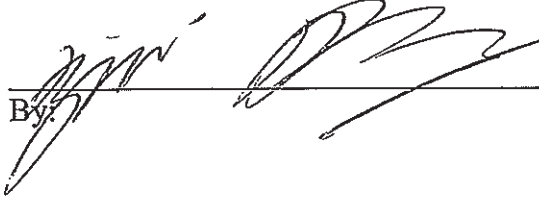


38. **ADDENDA TO AGREEMENT.** Attached hereto is/are addenda which is/are incorporated herein and made a part hereof: (If none, state "none")

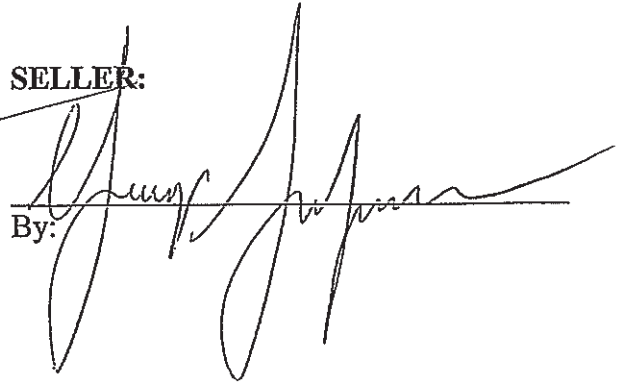
See Addendum "A" attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument this 28 day of December 2017.

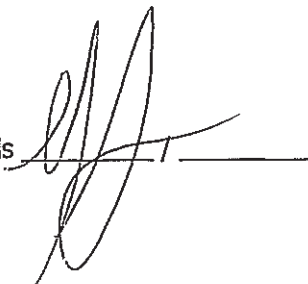
BUYER:

By: 

SELLER:

By: 

Seller's Initials



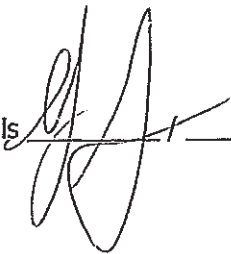
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Buyer's Initials



Exhibit A
Legal Description

Seller's Initials



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Buyer's Initials




EXHIBIT "A"

the land in Natick, Middlesex County, Massachusetts, with the buildings thereon, bounded and described as follows:

WESTERLY	by Washington Street, 30 feet;
NORTHERLY	by land formerly of Edmund M. Wood, 85.00 feet;
EASTERLY	by land formerly of Felch, 30 feet; and
SOUTHERLY	by land formerly of Katzeff, 85.00 feet.

Be any or all of said measurements more or less.

The premises are conveyed subject to a Taking by the Town of Natick for the relocation of said Washington Street as set forth in Instrument dated April 9, 1931 recorded with Middlesex South District Registry of Deeds in Book 5556, Page 475 and subject to restrictions of record insofar as the same are now in force and applicable.

The subject premises is a commercial property and is used for commercial purposes and no part of the subject premises is used for residential purposes and I state under the pains and penalties of perjury that no person has rights of Homestead in such property.

For reference to title see deed of George Gizelis, Trustee of the A&G Realty Trust to the Grantor dated August 29, 2017 and recorded with Middlesex South District Registry of Deeds at Book 70079 Page 298.

ADDENDUM "A"

This document constitutes Addendum "A" to a Purchase and Sale Agreement by and between George A. Souliopoulous, an individual with an address of 43 Gorman Road, Framingham, Massachusetts 01702, hereinafter called the SELLER, and Zissis Klisiaris, an individual with an address of 111 Edwards Street, Quincy, Massachusetts 02169, or nominee, hereinafter called the BUYER.

39. In addition to the delivery of the deed, the Seller agrees to execute and deliver at the time of delivery of the deed:

either (i) affidavits setting forth that the Seller is not a foreign person or foreign corporation and providing the Seller's United States Taxpayer Identification Numbers, or (ii) such other documentation as is required by Section 1445 of the Internal Revenue Code and any regulations promulgated thereunder to except the Seller and/or the sale of the premises from the provisions of Section 1445.

40. **TITLE PROVISIONS:** Buyer's performance hereunder is conditioned upon title to the premises being insurable on a standard ALTA title insurance policy issued by a company licensed to do business in the Commonwealth of Massachusetts without exception for any matters not expressly permitted hereunder, subject only to those printed exceptions to title customarily included in the form of said policy commonly known as the Survey Exception (as to the owner's policy only) and the Real Estate Tax Exception (which shall only except real estate taxes not yet due and payable), and those exceptions otherwise contained in the Agreement. This provision shall survive delivery and recording of the deed.

It is understood and agreed by the parties that the premises shall not be in conformity with the title provisions unless:

- (1) all building, structures and improvements including, but not limited to, any utility lines, driveways, garages and cesspools, and all means of access to the premises including access for all utilities, shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entities;
- (2) no buildings, structures or improvements of any kind belonging to any other person or entity shall encroach upon or under said premises;
- (3) the premises has access to a public way (or a private way having legal access to and from a public way), duly laid out or accepted as such by the city or town in which the premises is located; and
- (4) in the event any Orders of Conditions of record are applicable to the premises, Seller shall obtain and record at or prior to the closing such certificates of Compliance as are necessary to release such Orders of Condition.

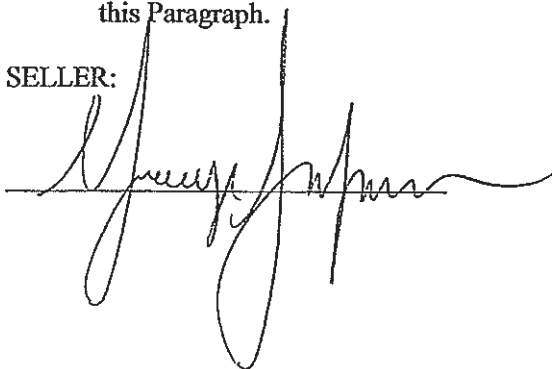
41. **SELLER'S REPRESENTATIONS AND WARRANTIES:** The Seller warrants, represents and agrees as follows:

- (i) The Seller has not received written notice of any pending condemnation, expropriation, eminent domain or similar proceeding affecting all or any portion of the premises and has no knowledge that any such proceeding is contemplated.
- (ii) The Seller has not received written notice from the holder of any mortgage of the premises, any insurance company that has issued a policy with respect to the premises, or any board of fire underwriters (or other body exercising similar functions) claiming any outstanding defect or deficiency in, or requesting the performance of any repairs, alterations or other work to, the premises not completed as of the date hereof.
- (iii) There are no management, service, equipment, supply, labor, maintenance or similar agreements with respect to or affecting all or any of the portion of the premises which shall be binding upon the Buyer subsequent to the delivery of the deed.
- (iv) The Seller has paid or will pay in full prior to the delivery of the deed all outstanding bills and invoices for utility charges, labor, goods, materials and services of any kind relating to the premises except to the extent that such payment is the responsibility of tenants.
- (v) There is no action, suit, proceeding or investigation pending against the Seller with respect to this agreement, the transactions contemplated hereby, all or any portion of the premises or the ownership thereof, in any court or before any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.
- (vi) The Seller has not received written notice of any outstanding violation of any federal, state, county or municipal laws, ordinances, orders, codes, rules, regulations, or requirements affecting all or any portion of the premises, or of the presence or suspected presence in or under the premises of any materials which might be classified as hazardous or toxic pursuant to applicable law.
- (vii) The Seller has not received written notice of any proposed governmental assessment for public improvements to or for the benefit of the premises.
- (viii) All structures and improvements on the premises including, but not limited to any driveway(s), garage(s), and all means of access to said premises shall be wholly within the lot lines of said premises and shall not encroach upon or under any property not within such lot lines.
- (ix) No building, structure, improvement, way or property of any kind encroaches upon or under said premises from other premises.
- (x) To the best of the Seller's knowledge the property is serviced by municipal water and sewer.
- (xi) To the best of Seller's knowledge, the use of the Premises as full-service restaurant is a permitted and allowed use within the zoning district in which the Premises is located.

These warranties shall survive the delivery of the deed.

42. **ACCESS:** The Seller shall allow the Buyer to have reasonable access to the premises upon reasonable notice for the purpose of the mortgage lender's appraisal of the property and measurements. Said right of access shall be exercised only after reasonable prior notice and only in the presence of Seller or Seller's agent.
43. **DOCUMENTS TO BE DELIVERED BY SELLER:** On the closing date, Seller shall deliver:
- (i) A Massachusetts statutory form of Quitclaim Deed conveying to Buyer title in fee simple to the Premises.
 - (ii) Such other affidavits, documents and certificates including, without limitation, parties-in-possession and mechanics' liens affidavits, affidavit stating Seller is not a foreign person or entity within the meaning of Section 1445, and any other documents as may be required by any lender or title insurance company which is providing title insurance coverage to the BUYER for this transaction;
 - (iii) Keys to the Premises;
 - (iv) Certificates to be recorded as evidence of the authority of persons executing this Agreement, duly executed and acknowledged as provided therein;
 - (v) A certificate of Seller dated the Closing Date certifying that the representations and warranties of Seller contained in this Agreement are true and correct on and as of the Closing Date as if made on the Closing Date and attaching appropriate evidence of requisite action with respect thereto, including, but not limited to, votes/resolutions or consents of governing bodies of Seller;
 - (vi) Final water and sewer Certificate; and
 - (vii) Certificates to be recorded as evidence of the authority of persons executing this Agreement, duly executed and acknowledged as provided therein.
44. **MECHANIC'S LIENS:** Notwithstanding anything herein to the contrary: (a) to the best of Seller's knowledge, the Seller hereby warrants and represents that, as of the date of the closing, there shall be no sums due and owing for work and/or materials with respect to the subject Premises and related improvements which could form the basis of a mechanic's lien pertaining to the Premises and/or related improvements; (b) the Seller represents that, as of the date of the closing, there shall be no tax and/or water and sewer liens; and (c) the Seller does hereby agree to indemnify the Buyer and hold the Buyer harmless with respect to any such lien affecting the Premises arising out of a breach of the representations set forth in this Paragraph.

SELLER:



BUYER:



**FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

This First Amendment to Purchase and Sale Agreement (the "Agreement") entered into this 30 day of January 2018 by and between George A. Souliopoulos (the "Seller") and Zissis Klisiaris, or his nominee (the "Buyer");

WHEREAS, Buyer and Seller entered into a Purchase and Sale Agreement dated December 28, 2017 (the "P&S Agreement") pursuant to which Seller intends to convey to Buyer and Buyer intends to purchase from Seller certain property known as 23 Washington Street, Natick, Massachusetts 01760; and

WHEREAS, the parties desire to amend the Agreement;

NOW, THEREFORE, for consideration paid the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. Paragraph 7 of the P&S Agreement, entitled "Purchase Price", shall be deleted in its entirety and the following new Paragraph 7 shall be inserted in its place:

7. **PURCHASE PRICE:** The agreed purchase price for said Premises is Eight Hundred Thirty Thousand and 00/100 (830,000.00) Dollars of which:

\$ 2,500.00 have been paid as a deposit at the time of the execution of the Offer to Purchase (hereinafter referred to as "Initial Deposit") held in a non-interest bearing escrow account by Corbett Restaurant Group, Ten Post Office Square, 8th Floor, Boston, Massachusetts 02109;

\$ 36,500.00 have been paid as a deposit at the execution of the P&S Agreement (hereinafter referred to as "Earnest Money Deposit") in cash or certified check to be held in a non-interest bearing escrow account by Corbett Restaurant Group; and

\$791,000.00 are to be paid at the time of closing by cash, certified check, or attorney's IOLTA check.

\$830,000.00 TOTAL PURCHASE PRICE

A. SELLER'S COSTS: The SELLER shall pay for the Massachusetts Excise Stamps on the Deed, recording mortgage discharge(s) and any other discharges which are needed to be recorded in order to give the BUYER a clear title.

B. BUYER'S COSTS: The BUYER shall pay for the recording of the deed, recording of mortgage(s), recording of certificate of municipal liens as well as for Title Insurance if required or requested.

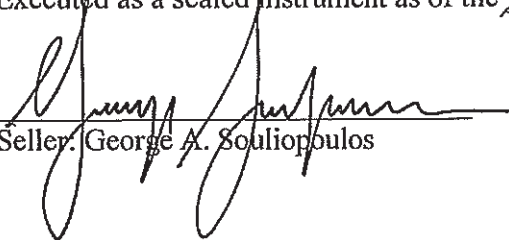
C. FINANCING CONTINGENCY: This agreement is contingent on the BUYER'S ability to obtain a loan commitment in the combined amount of \$900,000.00 for the purchase of the real property and the business assets located at 23 Washington Street, Natick, Massachusetts 01760. If the BUYER having used all due diligence fails to obtain a firm commitment for such a loan on or before forty-five (45) days from the execution of this agreement the Buyer may terminate this Agreement by written notice to the Seller prior to the expiration of such time, whereupon all payments made hereunder by the BUYER shall be forthwith refunded and all obligations of the parties hereto shall cease and this agreement shall be void and without recourse to the parties hereto. If such notice is not received on or before the expiration date herein above specified, the BUYER shall be bound to perform BUYER'S obligations under this agreement. The submission of one loan application to one lender by BUYER shall constitute due diligence on the part of the BUYER.

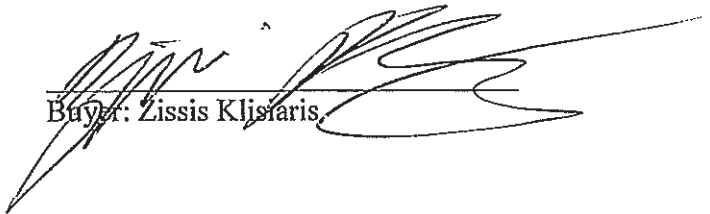
2. Paragraph 11 of the P&S Agreement, entitled "Time for Performance-Delivery of Deed", shall be deleted in its entirety and the following new Paragraph 11 shall be inserted in its place:

11. TIME FOR PERFORMANCE - DELIVERY OF DEED: Such deed is to be delivered at 12:00 p.m. within ten (10) business days after the later of: (i) the issuance of all necessary licenses and permits, including the Liquor License, following the approval of the transfer of Liquor License by the Town of Natick and the Alcoholic Beverages Control Commission in connection with sale of the business known Agostino's Italian Restaurant operated at 23 Washington Street and 25 Washington Street, Suite 2, Natick, Massachusetts 01760; and (ii) the date Seller is reopened for business following receipt of a Certificate of Occupancy. The closing shall take place at the offices of BUYER'S counsel, Cassis & Cayer, 18 Russell Park, Quincy, Massachusetts 02169, or at the office of counsel for BUYER'S lender (hereinafter referred to as the "Closing Date" or the "Closing").

3. Except as herein amended, the terms of the P&S Agreement shall remain in full force and effect.

Executed as a sealed instrument as of the 30 day of January 2018.


Seller: George A. Souliopoulos


Buyer: Zissis Klistaris

LEASE

COMMERCIAL LEASE

1. PARTIES: ZETAMUKAPPA, LLC, LESSOR, which expression shall include its successors and assigns where the context so admits, does hereby lease to Z & M CORPORATION, LESSEE, which expression shall include its successors and assigns where the context so admits, and the LESSEE hereby leases the following described premises:
2. PREMISES: 23 Washington Street, Natick, Massachusetts 01760, being the entire two-story building, containing approximately 2,070 square feet on each floor with a restaurant and kitchen, and additional 2,070 square feet of storage in basement.
3. TERM: The term of this lease shall be for five (5) years commencing on the later of: (a) March 1, 2018; or (b) the date LESSOR takes title to the real property, and ending on a date five (5) years later. LESSEE shall have the option to extend this lease for one (1) additional period of five (5) years. This option for the LESSEE shall be automatically exercised unless LESSEE sends written notice to LESSOR six (6) months prior to the expiration of the original term.
4. RENT: The LESSEE shall pay to the LESSOR rent in the amount of Four Thousand and 00/100 (\$4,000.00) Dollars per month.
5. TAXES/RENT ADJUSTMENT: The LESSEE shall pay to the LESSOR as additional rent the real estate taxes and any increase in real estate taxes levied against the land and building, of which the leased premises are a part. The LESSEE shall make payment within thirty (30) days of written notice from the LESSOR that such operating expenses, or increased taxes, are payable by the LESSOR.
6. UTILITIES: The LESSOR shall provide and LESSEE shall pay for all electricity and other utilities, water and sewer use charges.
7. USE OF LEASED PREMISES: The LESSEE shall use the leased premises only for the purpose of a full service restaurant.
8. COMPLIANCE WITH LAWS: The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated.
9. FIRE INSURANCE: The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE'S use of the premises.
10. MAINTENANCE OF PREMISES: The LESSEE shall pay all costs associated with the non-structural upkeep of the leased premises, including snow removal, landscaping and upkeep of the facade of the leased premises. The LESSEE agrees to maintain the leased premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, and whenever

necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. It is understood and agreed that the LESSOR is not responsible for making any non-structural repairs whatsoever to the Premises, all of which LESSEE shall make. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises. LESSOR shall be responsible for the structural integrity of the building, including the walls, beams, structural ceilings and roof. All other repairs to the building or mechanical systems shall remain the responsibility of the LESSEE.

11. ALTERATIONS - ADDITIONS: The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.
12. ASSIGNMENT - SUBLEASING: The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.
13. SUBORDINATION: This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.
14. LESSOR'S ACCESS: The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.
15. INDEMNIFICATION AND LIABILITY: The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the roof of the building or from the sidewalks bordering upon the premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be LESSEE'S responsibility.
16. LESSEE'S LIABILITY INSURANCE: The LESSEE shall maintain with respect to the leased

premises and the property, of which the leased premises are a part, comprehensive public liability insurance in the amount of Five Hundred Thousand (\$500,000.00) Dollars with property damage insurance in limits of One Hundred Thousand (\$100,000.00) Dollars in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each assured named therein.

17. LIQUOR LIABILITY INSURANCE: The LESSEE shall maintain with respect to the lease premises and the property, of which the lease premises are a part, a liquor legal liability insurance policy for bodily injury or death in the amount of Two Hundred Fifty Thousand (\$250,000.00) Dollars on account of injury to or death of one (1) person, and Five Hundred Thousand (\$500,000.00) Dollars on account of any one (1) accident resulting in injury to or death of more than one (1) person.
18. FIRE, CASUALTY - EMINENT DOMAIN: Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:
 - a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
 - b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty, or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE'S fixtures, property, or equipment.

19. DEFAULT AND BANKRUPTCY: In the event that:
 - a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
 - b) The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
 - c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE'S property for the benefit of creditors,

then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of six (6) percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

20. NOTICE: Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or, if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent and notices shall be paid and sent to the LESSOR at 23 Washington Street, Natick, MA 01760.
21. SURRENDER: The LESSEE shall at the expiration or other termination of this lease remove all LESSEE'S goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of LESSEE'S property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE'S expense, or to retain same under LESSOR'S control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.
22. OTHER PROVISIONS: This Lease shall be governed by the law of Massachusetts and shall be deemed to have been made, executed, delivered and accepted by the respective parties in that state.

If any term or provision of this Lease, or the application thereof to any person or circumstances is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. It is the intention of the parties hereto that

if any provision of this Lease is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid.

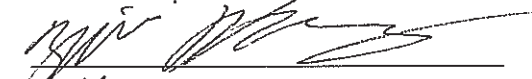
The terms and conditions in this Lease shall apply to and be binding upon the parties herein and their respective successors and assigns except as expressly otherwise provided.

This Lease and any and all exhibits and riders attached hereto and made a part of this Lease constitute the entire agreement of the parties concerning this Lease, and any and all other or prior agreements, representations or warranties are hereby terminated, canceled and agreed to be void and of no force or effect. No change, amendment, deletion or addition to this Lease shall be effective unless in writing and signed by the parties.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereunto set their hands and common seals this 16 day of January, 2018.

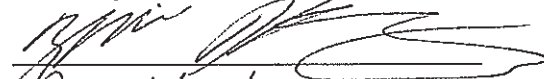
LESSOR:

ZETAMUKAPPA, LLC


Manager

LESSEE:

Z & M CORPORATION


President

COMMERCIAL LEASE

This Lease agreement made this _____ day of December, 2017 by and between **LB LIMITED, LLC.**, with a principal place of business at 17 South Avenue, Natick, Massachusetts, (hereinafter called "Lessor"), and **Z & M Corporation** with a principal place of business at 111 Edward Street, Quincy, Massachusetts (hereinafter called "Lessee").

WITNESSETH that the Lessor does hereby lease and let a portion of the property at **25 WASHINGTON STREET, NATICK, MASSACHUSETTS** numbered as **SUITE 2** as depicted on Exhibit A attached hereto (hereinafter called the "demised premises"), containing approximately 934 square feet upon the following terms and conditions:

1. The term of this Lease shall be for **SEVEN (7) years** commencing on or about **March 1, 2018 and ending February 29, 2025**. Exact dates to coincide with closing of business assets/transfer of liquor license from Agostino's to Z&M Corporation. Provided that this Lease is still in force and effect at the end of the initial term, and that Lessee is in faithful performance of all the terms, conditions, covenants and/or agreements herein, the Lessee shall have the option to renew this Lease for Two (2) additional Five (5) Year Terms, upon the same terms and conditions as herein contained except for the **Annual Base Rent** which shall be increased based on the Consumer Price Index as defined in 2. d. below. The Lessee shall give Lessor 120 days notice by certified mail of his intent to renew under said option.

2. The Lessee shall pay to the Lessor **Base Rent** as follows:

a. **Annual Base Rent** in the amount of **\$18,480.00** at a monthly rate of **\$1,540.00 per month** from March 1, 2018 through February 29, 2020;

b. **Annual Base Rent** in the amount of **\$19,404.00** at a monthly rate of **\$1,617.00 per month** from March 1, 2020 through February 28, 2023; and

c. **Annual Base Rent** in the amount of **\$20,376.00** at a monthly rate of **\$1,698.00 per month** from March 1, 2023 through February 28, 2025

d. **Optional five year extensions:** the monthly rate shall, on March 1, 2025 and annually thereafter, be increased based on the Consumer Price Index as follows:

The **Annual Base Rent** on March 1, 2023 in the amount of \$20,376.00 shall be multiplied by the percentage increase in the "Consumer Price Index for All Urban Consumers (CPI-U) Boston, Mass., published by the Bureau of Labor Statistics of the U.S. Department of Labor (see attached Exhibit B), or any comparable successor or substitute index designated by the Lessor, appropriately adjusted. The increase shall be measured by dividing the CPI-U for January 2023 (the Base Year) into the CPI-U for calendar September prior to each year of the renewal, rounded to the nearest thousandth (e.g., in calculating the increase for March 1, 2025 the dividend shall be the CPI-U for September, 2024, etc.). Multiply that number times the **Annual Base Rent** on March 1, 2023 and divide the product by twelve (12) to determine

the new Base Rent, which shall be paid monthly until the next adjustment date. In no event shall said adjustment reduce the **Annual Base Rent** previously payable.

In the event the price index ceases to use the 1982-1984 average of 100 as a basis of calculation, or if a substantial change is made in the terms or number of items contained in the price index, then the price index shall be adjusted to the figure that would have been arrived at had the manner of computing the price index in effect on the date of this lease not been changed.

The Lessee does promise to pay the aforesaid **Base Rent** and any **Additional Rents** herein described in equal successive monthly installments for each month under this Lease, said rent to be payable in advance on the **First** day of each and every month during the term of the Lease. If any monthly installment of rent shall be unpaid for more than 20 days, the amount remaining unpaid shall be increased by five percent (5%) or at the interest rate allowed by law whichever is less and an additional similar charge shall be levied for each thirty (30) days it remains unpaid. This charge shall be considered a service charge for the purpose of defraying the expenses incident to handling delinquent payments. In addition, a service charge of twenty-five dollars (\$25.00) will be added to any monthly installment which requires handling a returned check.

The Lessee shall have, as appurtenant to the demised premises, the non-exclusive right to use in common with those legally entitled to the same, the sidewalks, lavatories, hallways, corridors and other common elements of the property.

Should the Lessee hold over after the initial term or any renewal thereof has expired the Lessee shall become a tenant at will and the **Base Rent** shall be the **Annual Base Rent** on December 31 of the last year of said term increased by twenty (20%) percent plus any **Additional Rents** as herein described.

3. The Lessee shall pay to the Lessor the following **Additional Rents** on the first of each month, in advance, together with and in addition to the **Base Rent**:

- (a) The Lessee shall pay to the Lessor each month, in advance, as **Additional Rent**, one-twelfth of the Lessee's Common Area Maintenance Share upon the demised premises as hereinafter defined. The Lessee's Common Area Maintenance Share shall be determined by multiplying the total of all costs and expenses paid or incurred by or on behalf of the Lessor in operating, managing, insuring, equipping, supplying, lighting, repairing, replacing and maintaining the property (including, without limitation, snow and rubbish removal) by 9% (calculated as the demised premises in proportion to the gross rentable square footage of said building) for each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a calendar year. If the total of such monthly installments paid in any given year is less than Lessee's total obligation, Lessee shall promptly pay the difference. Any overpayment shall be credited to Lessee's obligation for the next succeeding period; and

- (b) The Lessee shall pay to the Lessor each month, in advance, as **Additional Rent**, one-twelfth of the Lessee's Real Estate Tax Share (as hereinafter defined) upon the demised premises for each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year. The Lessee's Real Estate Tax Share shall be determined by multiplying the total Real Estate Tax on the property for the then current fiscal year by 9% (calculated as the demised premises in proportion to the gross rentable square footage of said building). If the total of such monthly installments paid in any given year is less than Lessee's total obligation, Lessee shall promptly pay the difference. Any overpayment shall be credited to Lessee's obligation for the next succeeding period. Real Estate Tax as referred to herein shall mean taxes and assessments, special or otherwise, upon or with respect to the building and the land upon which it is located, assessed, levied, or imposed by any governmental authority having jurisdiction.

Lessee's **Additional Rents** for the first year of this lease are \$270.00 per month or 1/12 of total annual NNN costs.

4. The Lessee agrees to pay as they become due all charges for electricity, gas, water, sewer, telephone, and other utilities furnished to the demised premises and used by the Lessee. All applications and connections for said utility services on the demised premises shall be made in the name of and billed directly to the Lessee

5. The Lessor shall pay to the Lessee the sum of **\$1,540.00** as a **Security Deposit**. Said Security Deposit (which shall not bear interest) shall be considered as security for the payment and performance of the obligations, covenants, conditions and agreements contained herein. The Security Deposit shall not constitute an advance payment of any amounts owed by Lessee under this Lease, or a measure of damages to which Lessor shall be entitled upon a breach of this Lease by Lessee or upon termination of this Lease. Lessor may, without prejudice to any other remedy, use the Security Deposit to the extent necessary to remedy any default in the payment of Base Rent or Additional Rent or to satisfy any other obligation of Lessee hereunder, and Lessee shall promptly, on demand, restore the Security Deposit to its original amount. If Lessor transfers its interest in the Premises during the Term, Lessor may assign the Security Deposit to the transferee who shall become obligated to Lessee for its return pursuant to the terms of this Lease, and thereafter Lessor shall have no further liability for its return. If the Lessee, upon the termination of this Lease or any extension thereof, is not in default of any obligations, covenants, conditions and agreements contained herein, said security deposit shall be returned to the Lessee less any amount necessary to restore the demised premises in as good order and repair as the same are in at the commencement of the term, reasonable use and wear excepted. In the event the Lessee shall, for any reason other than the fault of the Lessor, fail to occupy the demised premises at the commencement of the term, all deposits made hereunder shall be retained by the Lessor as damages.

6. The demised premises are to be used solely for the purpose of operating a restaurant

with a bar and lounge. Lessee shall be required to procure all permits necessary to operate said business. No signage visible from the street may be placed on the premises without Lessor's written approval (backlit or neon signs are not allowed).

7. Lessee shall make all repairs and replacements made necessary as a result of negligence or misuse by Lessee and Lessee's invitees and all interior nonstructural repairs and replacements (including repairs to heating system, air conditioning system, electrical system, plumbing, and sprinkler system) necessary to keep and maintain the demised premises in good order and state of repair as the same are in at the commencement of the term, reasonable use and wear excepted. The Lessee shall be responsible for monitoring, stocking and cleaning the Common Area restrooms after 5 p.m. each and every day. The Lessee shall keep the demised premises heated to a minimum of 60 degrees. Lessor shall promptly make all repairs (other than those specifically required to be made by Lessee) necessary to put and maintain the exterior structural portions of the roof, walls, foundations, and utility systems of the demised premises in a safe and tenantable condition, and in good order and repair. Lessee agrees to notify Lessor of all repairs necessary to maintain the structure, utility systems, and equipment (that are the Lessor's responsibilities) in good repair. Lessor warrants that all utility systems and equipment are in good repair and operating condition as of the commencement of the term of this Lease.

The Lessee shall not make structural alterations or additions to the demised premises. Lessee may make non-structural alterations provided the Lessor consents thereto in writing which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at Lessee's expense, shall be in quality at least equal to the present condition, and shall become part of the demised premises upon the expiration of this Lease. Lessee shall not permit any mechanic's liens or similar liens to remain upon the demised premises for labor and materials furnished to Lessee or claim to have been furnished to Lessee in connection with work of any character performed or claim to have been performed at the discretion of the Lessee.

8. The Lessee shall carry public liability insurance written on a comprehensive policy form on the demised premises in the sum of \$ 1,000,000.00 per occurrence and \$ 500,000.00 property damage coverage, and to list Lessor as a named insured on such policies. Endorsements and/or Certificates of Insurance showing such coverage and naming Lessor as an insured shall be forwarded to the Lessor prior to the commencement of this term, and within thirty (30) days prior to the expiration date of said policies. All of said policies shall contain a clause requiring the insurer to give Lessor ten (10) days written notice prior to cancellation. The Lessee agrees that the above stated limits of coverage are minimum limits, and that Lessee shall provide such insurance as set forth above, with limits that are adequate to satisfy the underlying limits of Lessor's umbrella policies, if any.

The Lessee shall hold the Lessor harmless against any and all claims, damages, or cause of action for damages arising after the commencement of the term hereof and any orders, decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property or from loss of life sustained in or about the said demised premises. It is the intention and agreement that the Lessor shall not be liable for any personal injuries or damage to the Lessee or its officers, agents, employees, invitees and all persons having business

with the Lessee, or to any other persons or to any occupant of any part of the demised premises, or for any injury or damage to any goods, wares, merchandise, property of the Lessee or of any occupant of any part of the said demised premises, unless such injuries or damage is a result of the negligence or misconduct of the Lessor.

9. The Lessee shall and will indemnify and save harmless the Lessor of and from any and all liability, loss, damage or expense, causes of action, suits, claims and judgment, including reasonable legal expenses in connection with defending against any such action, suit or claim arising from injury to persons or property of any and every nature and for any matter or thing growing out of the occupation of the demised premises, occasioned by the Lessee, its agents, employees, assigns or occupants of any part of the demised premises, or by their agents, or employees, respectively.

10. This Lease and all of the rights of the Lessee hereunder are and shall be subject and subordinate to the lien of any mortgage or mortgages hereinafter placed on the demised premises or any part thereof, except the Lessee's personal property or trade fixtures, and to any and all renewals, modifications, consolidations, replacements, extensions or substitutions of any such mortgage or mortgages (all of which are hereinafter termed the mortgage or mortgages) provided, nevertheless, the holder of such mortgages shall enter into a written agreement with the Lessee that so long as the Lessee is not in default under this Lease, or any renewal thereof no foreclosure of the lien of said mortgage or any other proceeding in respect thereof shall divest, impair, modify, abrogate or otherwise adversely affect any interests or rights whatsoever of the Lessee under the said Lease.

Such subordination shall be automatic. If, however, a written subordination agreement, consistent with this provision, is required by a mortgagee, Lessee agrees to execute, acknowledge and deliver the same and in the event of failure so to do, Lessor may, in addition to any other remedies for breach of covenant hereunder, execute, acknowledge and deliver the same as the agent or attorney in fact of Lessee, and Lessee hereby irrevocably constitutes Lessor its attorney-in-fact for such purpose.

11. The Lessee covenants and agrees with the Lessor that it will keep all the glass on the demised premises whole and in good condition with glass of the same quality as that broken or injured; and shall keep the demised premises in as good order and repair as the same are in at the commencement of the term or may be put in by the Lessee, reasonable use and wearing thereof, fire and other unavoidable insured casualty excepted; except as provided herein, that it will save the Lessor harmless from all loss or damage occasioned by the use or misuse of water fixtures, plumbing drains and gas fixtures; except such as is caused by the Lessor or its agents; and that the Lessee will, at the expiration of the Lease quit and deliver up the demised premises to the Lessor clean and in good repair, reasonable use and wearing thereof and damage by fire or other insured unavoidable casualties and Lessor's acts excepted.

12. The Lessee agrees to quit and deliver up the demised premises to the Lessor or its representatives peaceably and quietly at the end of said term or extensions hereof, broom clean and free and clear of all Lessee's personal property and equipment; that Lessee shall not make any

major alterations which shall include any structural or nonstructural partitions therein without the written consent of the Lessor; that Lessee will not make or suffer any waste, or any unlawful, improper, noisy or offensive use of the demised premises nor the property.

13. The Lessee shall not assign, sublet, transfer, mortgage or otherwise encumber its interest under this Lease or its right of possession of the whole or any part of the demised premises to any other firm, person or persons without prior written consent of the Lessor, which content shall not be unreasonably withheld, further provided that any such transferee shall assume and agree, in writing, to perform the Lessee's obligations. Any waiver of the foregoing restriction or any portion of same by the Lessor or any consent by the Lessor, express or implied, to any such transfer shall not constitute a waiver or consent in any other instance. Each subsequent holder of such interest or right shall be bound by the foregoing restriction, notwithstanding such prior consent or waiver and notwithstanding the fact that such holder may have acquired such interest or right by operation of law or otherwise, and provided any such transferee shall assume and agree to perform the Lessee's obligations thereunder by written instrument in form acceptable to Lessor, and if such instrument is accepted by the Lessor, then the Lessee's obligations hereunder shall be terminated. As used in the paragraph, "transfer" shall apply to absolute transfers as well as transfers by way of security, and shall include but not be limited to an assignment of the whole or any part of the Lessee's interest, here hereunder and any sublease, license, use, benefit or enjoyment of or in the demised premises or any part of same. The Lessee shall reimburse the Lessor for any and all costs and expenses, including without implied limitation, reasonable attorney's fees and expenses, incurred by Lessor in conjunction with any requested assignment, sublet or transfer of the Lease. Said reimbursement shall be paid within thirty (30) days following receipt of an invoice from Lessor.

14. Provided, also, that in case the demised premises or any part thereof during said term or extension thereof shall be destroyed or damaged by fire or other unavoidable casualties so that the same shall be rendered unfit for the use as intended, then and in such case the rent hereinabove reserved or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until the demised premises shall have been put in proper condition for use and occupation by the Lessor at Lessor's cost and expense. It is agreed that if the repairs cannot be completed within 60 days from the date of the damage, that either party shall have the option to terminate this Lease.

In the event that the destruction of the demised premises shall be deemed to be a total loss then the estate hereby created may be terminated at the option of either party.

If the within Lease is not terminated for any of the above reasons, then the Lessor shall diligently commence making repairs so that the Lessee may once again use and enjoy the entire demised premises. Rent shall commence upon a new occupancy permit being issued by the proper governmental issuing authority.

15. All notices required to be given hereunder shall be mailed by certified mail, return receipt requested, to the Lessor at 17 South Avenue, Natick, MA 01760, Attention: Stephen Brayman, and to the Lessee at the demised premises or at such other place as either party may

designate in writing to the other.

16. In the event that the Lessee shall default in the payment of any monthly rental herein provided for or in the payment of any additional rental hereunder and such default shall continue for fourteen (14) days after written notice from Lessor to Lessee to cure same; or in the event that Lessee shall default in the performance of any covenant, promise or agreement herein set forth and contained for the Lessee to keep and perform hereunder and such default shall continue for thirty (30) days after the Lessor shall have notified the Lessee in writing of the existence of such default; or if the Lessee is adjudicated a bankrupt; or if whether voluntarily or involuntarily, the Lessee takes advantage of any debtor relief proceeding under any present or future laws whereby the rent or any part thereof is or is supposed to be reduced or payment thereof deferred; or if the Lessee makes an assignment for the benefit of its creditors; or if the demised premises or Lessor's fixtures shall be levied upon or attached under process due to a creditor of the Lessee, and the same is not satisfied or dissolved within thirty (30) days after written notice from the Lessor to the Lessee to obtain satisfaction or dissolution thereof; then, and in any of such events, (said events hereinafter referred to as "events of default") this Lease shall terminate and the Lessor shall have the right to:

(a) Enter the demised premises and all rights of the Lessee regarding the use and occupancy of the demised premises shall terminate and the Lessee will at once surrender possession of the demised premises to the Lessor and remove all of the Lessee's effects therefrom. If the Lessee shall fail to remove his possessions from the demised premises, the Lessor shall have the right to re-enter, by force if necessary, and have the same removed and properly stored, all at the expense of the Lessee. The Lessor may then re-rent the demised premises at the best price obtainable by reasonable efforts.

(b) The Lessee shall thereupon become and thereafter be liable and indebted to the Lessor for and, upon demand then or from time to time thereafter made, shall promptly pay to the Lessor the difference between the amount of rent herein specified and the amount of rent which shall be collected and received from the demised premises, if any, for each month during the residue of the term herein provided remaining after the termination of this Lease by the Lessor and shall also pay to the Lessor all of the costs of reverting the demised premises (including brokerage fees) and the costs of putting same in a rentable condition for a new lessee.

(c) The rights herein provided for are cumulative to and not restrictive to any other and further rights provided by law; and no delay or failure of the Lessor to exercise any rights herein or by law provided, or to insist upon strict compliance by the Lessee with the terms and provisions hereof, shall constitute a waiver of the Lessor's right thereafter to exercise and avail itself of said right or thereafter to demand strict compliance by the Lessee with the terms and provisions hereof.

(d) In addition to the above, Lessee shall be liable for the payment of all costs of collection of rent and all other expenses necessary to enforce Lessee's covenants hereunder including reasonable attorney's fees.

17. The Lessee agrees to comply with all laws of the United States, Commonwealth of Massachusetts, all ordinances of the Town of Natick and all lawful orders of Commissions, Boards

or authority of the Town of Natick respecting the use of the demised premises, and all requirements and regulations imposed by a nationally recognized insurance company to insure the premises against loss by fire or other casualty.

18. The Lessor hereby certifies and represents that it has full right and authority to make and execute this Lease, and further certifies and represents that the demised premises are at the time of the entering into this Lease free and clear of any liens and other encumbrances (except any mortgage to an accredited lending institution or real estate taxes) which, if proceeded upon, could or might divest this Lease.

19. (a) Lessor covenants and agrees with the Lessee that upon Lessee paying said rent and performing all the covenants and conditions aforesaid on Lessee's part to be observed and performed, Lessee shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid. It is understood however, that Lessor's liabilities under this clause shall be only for the period during which it shall be the owner of the demised premises.

(b) The term "Lessor", as used in this Lease, means only the owner for the time being of the demised premises, so that, in the event of any sale of said demised premises, the Lessor shall be and hereby is entirely freed and relieved of all liabilities and obligations of the Lessor hereunder which accrue from or after the date of such sale, and it shall be deemed and construed, without further agreement between the parties or between the parties and the purchaser of the demised premises, that such purchaser has assumed and agreed to carry out any and all covenants and obligations of the Lessor hereunder from and after such date.

20. Lessor and Lessee each hereby waives all claims, causes of action and rights of recovery against the other, and their respective agents, officers and employees, for any damages to or destruction of persons, property or business, including but not limited to Lessor's and/or Lessee's improvements, which shall occur on or about the demised premises and shall result from any of the perils insured under any and all policies of insurance maintained by Lessor and Lessee, regardless of cause, including the negligence and intentional wrongdoing of either party and their respective agents, officers and employees, but only to the extent of recovery, if any, under such policy or policies of insurance. Each party agrees that their fire and extended coverage insurance policies will include such a clause so long as the same is obtainable and is includable without extra cost, or if extra cost is chargeable therefore, each party will advise the other thereof and of the amount thereof. Each party, at its option, may pay the same, but shall not be obligated to do so.

21. The Lessor and its representatives shall have the right (but not the obligation) to enter into and upon the demised premises or any part thereof at all reasonable hours for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof, which right to make repairs or alterations shall, however, be subject and subordinate to each and every provision contained in this agreement applicable to repairs or alterations, and Lessor agrees that except for emergencies, Lessor will give Lessee ten (10) days notice before making any repairs or alterations upon the demised premises. Lessee affirmatively covenants to make all repairs and replacements to the demised premises during the term of this Lease as set forth in Paragraph 3 herein. In the event the Lessee fails to make such

repairs and replacements, and Lessor elects to do so (which it is under no obligation to do), then the cost of same shall be paid by Lessee to Lessor, upon demand, as additional rental hereunder.

22. If any term or provision of this Lease, or the application thereof, to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

23. The covenants and agreements herein contained shall, subject to the provisions of this Lease, bind and inure to the benefit of the Lessor and Lessee, their successors and assigns, except as otherwise provided herein.

24. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

25. The parties further expressly agree as follows:

- (a) The acts or omissions of the servants and agents of the Lessee, and of all persons who are invited upon the demised premises during the term, or any extensions hereof, shall be construed to be the acts or omissions of the Lessee.
- (b) It shall not be necessary that the Lessor demand the performance of this Lease by the Lessee; nor shall it be necessary for the Lessor to notify the Lessee of any breach hereunder.
- (c) Time shall be construed to be of the essence hereof, wherever any act hereunder is required to be done at a certain time, or within a prescribed period of time.
- (d) This Lease, and any amendments which the parties may execute hereto, sets forth all of the promises, agreements, conditions and understandings between Lessor and Lessee relative to the demised premises, and there are no other promises, agreements, conditions and understandings, either oral or written, between them.
- (e) No subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Lessor or Lessee, unless same had been reduced to writing and executed by Lessor and Lessee.
- (f) This Lease is executed under and pursuant to the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Indenture of Lease the day and year above first written.

LESSOR, LB LIMITED, LLC., by:

Stephen Brayman, Manager

Gregory Lunt, Manager

LESSEE, Z & M CORPORATION., by

Zissis Klisiaris, President & Treasurer

Maria M. Klisiaris, Director

Personal Guarantees

To induce the Lessor to enter into this Lease Agreement, we , Zissis Klisiaris and Maria M. Klisiaris, the undersigned hereby, jointly and severally, personally guarantee the indebtedness which may be incurred by the Lessee to the Lessor for the first twelve months of this lease equaling 12 payments of \$1,810.00 per month, and in the event of any default by the Lessee, the Lessor shall be entitled to immediate payment from us without prior notice or demand.

Zissis Klisiaris, Individually

Maria M. Klisiaris, Individually



Patricia O'Neil <poneil@natickma.org>

Agostino's

3 messages

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



[Redacted]

Brian Lauzon <lauzon@natickpolice.com>

Mon, Mar 5, 2018 at 9:30 AM

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

Donna,

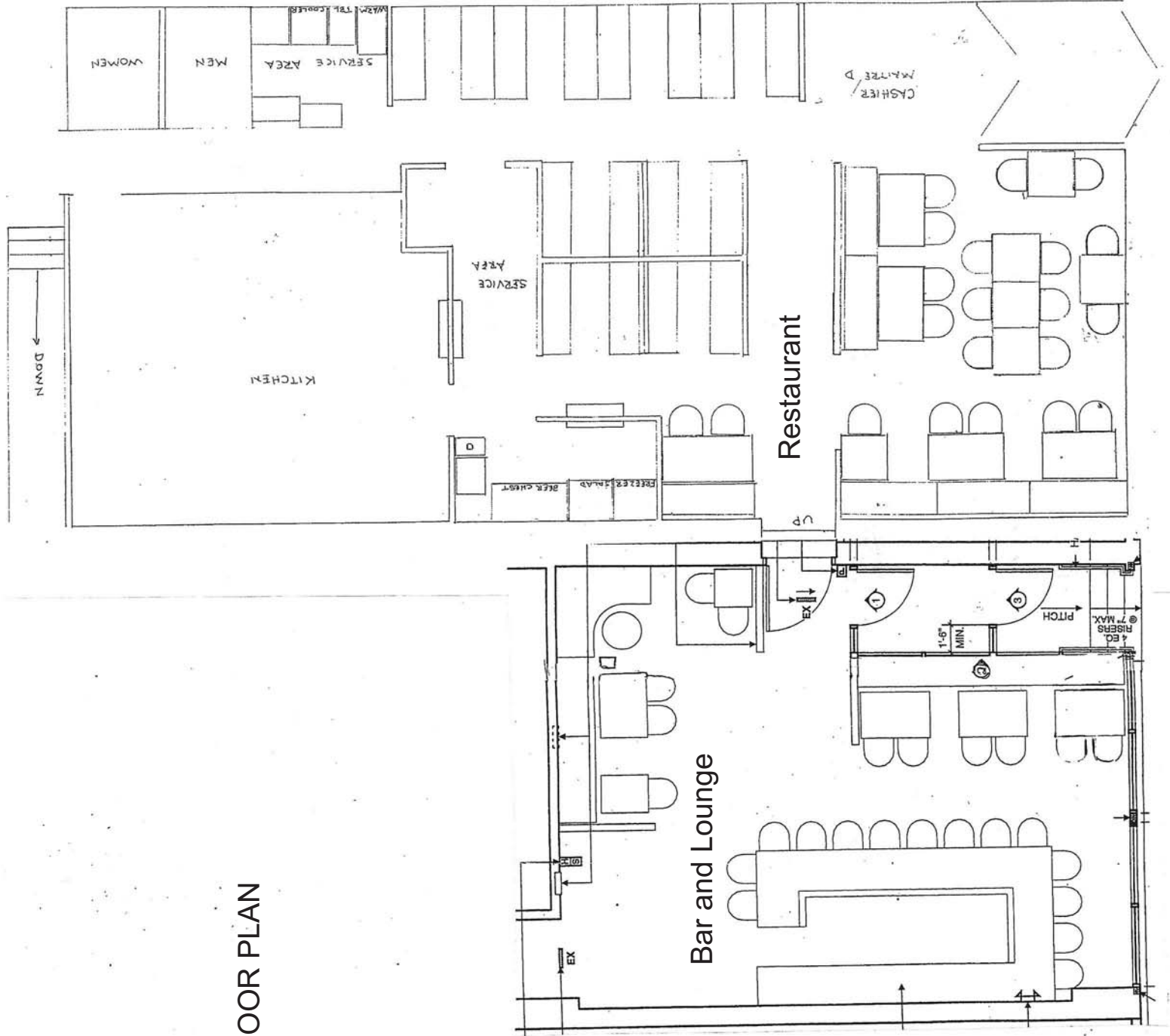
After a review we would recommend approval of this request. As a reminder, Manager of Record, just like waitstaff and other servers, must have an approved Alcohol Beverage Server training certificate within 30 days of employment.

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]

FLOOR PLAN



Agostino's Restaurant
 23-25 Washington Street
 Natick, Massachusetts 01760



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0924602112
Notice Date: February 20, 2018
Case ID: 0-000-337-000



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



ANGELO & GARIF INC
23 WASHINGTON ST
NATICK MA 01760-4625

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, ANGELO & GARIF INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1998343936
Notice Date: February 20, 2018
MA Taxpayer ID: 10380387



CERTIFICATE OF GOOD STANDING REQUEST VERIFICATION



ANGELO & GARIF INC
23 WASHINGTON ST
NATICK MA 01760-4625

Why did you receive this notice?

This notice is to let you know that SOLOMON & COMPANY CPA INC recently used our website to request a **Certificate of Good Standing** on your behalf. To request the certificate, SOLOMON & COMPANY CPA INC entered information specific to your account and indicated that you gave your permission for this request.

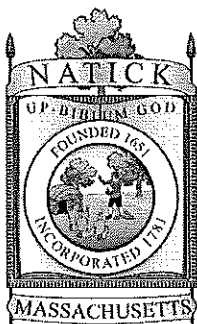
What steps should you take?

If you didn't give permission for this request, or if you have any questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m.

ITEM TITLE: Z&M Corporation d/b/a Agostino's
ITEM SUMMARY: a. Application for a Common Victualer License
b. Application for a Weekday Entertainment License

ATTACHMENTS:

Description	Upload Date	Type
CV Application	3/5/2018	Cover Memo
Weekday Entertainment Application	3/1/2018	Cover Memo
Police Recommendation	3/1/2018	Cover Memo
WC Insurance	3/5/2018	Cover Memo



Office Use Only: Date Pmt Rec'd: 2/1 Fee Paid: \$ 25 Check No: 14302
Does application meet all applicable zoning by-laws? yes

TOWN OF NATICK

COMMON VICTUALER LICENSE APPLICATION

For Calendar Year 2018 Date Submitted Feb 2, 2018

☒ 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:

Z & M Corporation

Name of Establishment (d/b/a) Agostino's

Address of Establishment 23 Washington Street

Mailing address (if different from establishment) 111 Edwards Street, Quincy, MA 02169

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

Zissis Klisiaris

Email Address chefz@comcast.net Phone 617-448-6155

Manager of Establishment Zissas Klisiaris

Email Address chefz@comcast.net Phone 617-448-6155

If Business is a Corporation, Corporate Name and Officers Z&M Corporation, Zissas Klisiaris, Maria Klisiaris

If Business is an LLC, List of Members _____

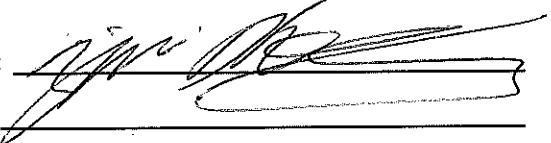
Establishment's Days and Hours of Operation 11:00 am-12:00 Mon-Sat., 10:00 - 12:00 am, Sun
Number of Staff 14-20 Number of Seats 137
Has a Certificate of Occupancy been issued? No If not, expected date of issuance _____
Have Board of Health Permits been issued? No If not, expected date of issuance _____

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

Applicant's Social Security Number or Employee I.D. Number 47-2797062
Date of Birth 10/28/65

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

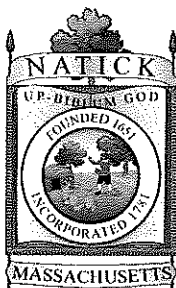
Furthermore, Pursuant to MGL Ch. 62C, Sec 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Signature of Applicant  Date March 1, 2018
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. \$75.00 Application fee (checks made payable to the Town of Natick)

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



For Calendar Year: 2018

TOWN OF NATICK

APPLICATION FOR A WEEKDAY ENTERTAINMENT LICENSE

The undersigned hereby applies for a Weekday Entertainment License in accordance with the provisions of the statutes relating thereto:

Name of Establishment: Agostino's Restaurant

Applicant (*must be an individual*): Zissis Klisiaris

If Business is a Corporation / Corporate Name and Officers: _____

Z & M Corporation Zissis Klisiaris, Pres. & Treas.; Maria Klisiaris, Sect.

If Business is not a Corporation, Name of Owner: _____

Address of Establishment: 23 Washington Street, Natick, MA

Mailing Address: 111 Edwards St., Quincy, MA Telephone Number: (617) 448-6155

Email Address: chefz@comcast.net Fax Number: _____

Describe the type of entertainment at your Establishment: For Live Music - Friday and Saturday, DJ, Karaoke, 1-2 Musicians, Trivia

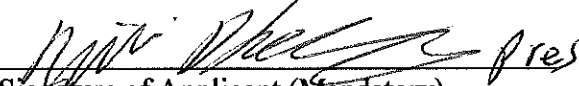
Proposed hours of Entertainment 11 AM - Midnight Mon. - Sat.

Signature of Applicant: [Signature] Date: 1-16-18

A certificate of insurance showing evidence that the applicant has workers' compensation insurance must be included with this completed application.

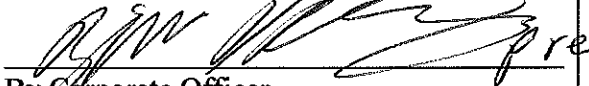
Pursuant to M.G.L. Ch. 62C, Sec. 49A:

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.

 pres.
Signature of Applicant (Mandatory)

47-2797062

Either a Social Security Number
Or Federal Identification Number
Must Be Supplied

 pres.
By Corporate Officer
(If applicable)

1-16-18
Date (required)

This License will not be issued unless this certification clause is signed by the applicant.

FOR OFFICE USE ONLY:

Fee Paid: \$ 100 Check # 14302

Does Application meet all applicable zoning by-laws _____ (Signed by
Community & Development)

Date of BoS Meeting 3/5/8

____ Approved

____ Approved with Conditions (attach statement of conditions)

____ Denied (attach statement of reasons)

Donna Donovan <ddonovan@natickma.org>

Re: Agostino's

1 message

Brian Lauzon <lauzon@natickpolice.com>

Mon, Feb 12, 2018 at 11:05 AM

To: Donna Donovan <ddonovan@natickma.org>

Donna,

After a review we would recommend approval of this request. As a reminder, Manager or Records just waitstaff and other servers must have an approved Alcohol Beverage Server training certificate within 30 days of employment.

Respectfully,

Lt. Brian G. Lauzon

On Thu, Feb 8, 2018 at 2:39 PM, Donna Donovan <ddonovan@natickma.org> wrote:

Hi Brian,

Attached is Agostino's alcohol, CV and entertainment applications.

Thanks.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/08/2018

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

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

PRODUCER	Nicholas A. Consoles Insurance Agency, Inc. 200 Lake Street 201B Peabody, MA 01960	CONTACT NAME: Debbie Papanastasiou PHONE (A/C, No, Ext): (978) 223-4037 FAX (A/C, No): (978) 656-6389 E-MAIL ADDRESS: debbie@consolesinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Insurance Company of the Midwest INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED	Z & M Corporation Big Z's Pizzeria c/o Zissis Klislaris 111 Edward St Quincy, MA 02169	NAIC # A0075

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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 <input type="checkbox"/> OTHER:						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"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						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 N	N/A	08WECAB2E0H	02/08/2018	02/08/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100 E.L. DISEASE - EA EMPLOYEE \$ 100 E.L. DISEASE - POLICY LIMIT \$ 500

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ITEM TITLE: Review of Fiscal Year 2019 Budgets: Department of Public Works
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
DPW Budget	3/5/2018	Cover Memo

Public Works



FY 2019 Operational Budget Request

Jeremy Marsette PE, Director of Public Works

Mission:

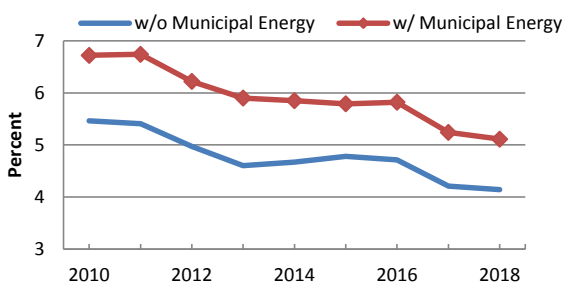
- The mission of the Natick Department of Public Works is to maintain and improve in a cost-efficient manner the infrastructure, vehicles, equipment, and recreational facilities of the Town and be ready and available to provide immediate and professional response to emergency situations.
- The Department will maintain and improve the Town's roadway and sidewalk network. The Department will provide dependable and reliable trash collection and recycling services to the residents of the Town.
- The Department will assist, support and cooperate with other Town departments, boards and commissions as well as other municipalities, State and Federal agencies in all relevant activities that promote and benefit the Town and the quality of life for the citizens of the Town.

Budget Highlights for FY 2019:

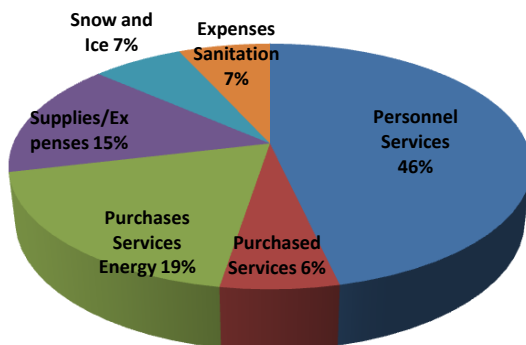
- Municipal Energy Budget stable with proposed 2.59% increase in expenses
- Engineering Expenses increase in Consultant Expenses to support easement and street acceptance work
- Transfer of stormwater facility cleaning expenses from Engineering Division to Highway & Sanitation Division
- Increase in cost of vehicle inspections
- Generator Maintenance Contract Scope and Pricing Changes
- MS4 Stormwater Permit Effective July 1, 2018 - Additional Compliance Activities and Larger Scope
- Municipal Landfill Maintenance and Environmental Monitoring
- Solid Waste Tipping Fees (disposal costs) indexed to CPI
- Tree Service Contract for School Grounds
- Cochituate Rail Trail Vegetation Management
- East School Park, Navy Park, and Dog Park Maintenance

Budget Summary:

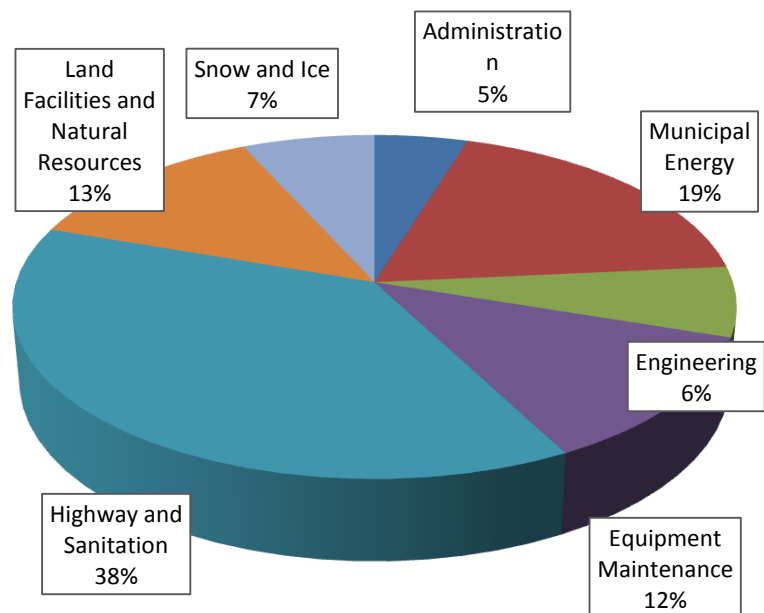
Public Works as % of General Fund Budget



Budget Distribution by Category - FY 2017



Budget Distribution by Division - FY 2019

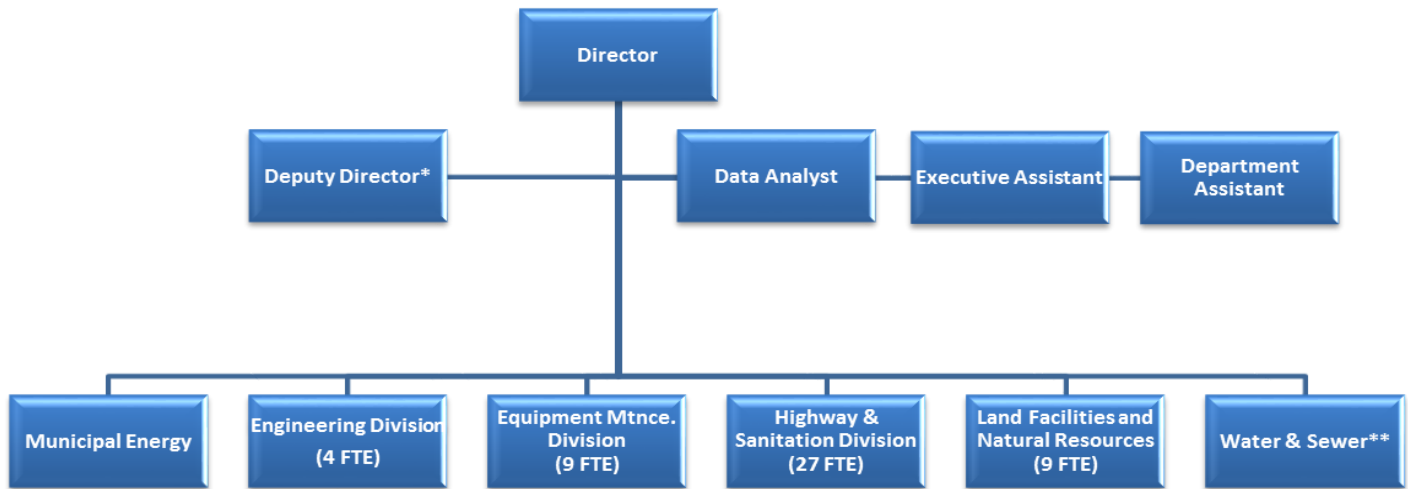


Public Works

Public Works	2016 Actual	2017 Actual	2018 Revised Budget	2019 Original Budget	2018 vs. 2019	
					\$ (+/-)	%(+/-)
Personnel Services	3,295,298	3,466,312	3,692,360	3,758,357	65,997	1.79%
Expenses Municipal Energy	1,156,905	1,275,894	1,479,112	1,517,450	38,338	2.59%
Expenses (less snow and ice)	1,852,200	1,899,104	2,066,132	2,267,555	201,423	9.75%
Snow and Ice	685,406	1,004,843	550,000	550,000	-	0.00%
Total Public Works	6,989,809	7,646,154	7,752,905	8,093,362	302,119	4.39%

Public Works - Administration

Department - Organizational Summary



Total Administration Division Staff - 4 FTEs (number per position in parantheses)

Total Public Works Department Staff - 53 FTEs

Notes

* The Deputy Director's primary responsibility is serving as the Highway & Sanitation Division Supervisor. The Highway & Sanitation Division Supervisor is budgeted under the Highway & Sanitation Division.

** Water and Sewer Division staffing is budgeted through the Water and Sewer Enterprise Fund.

Administration Division by the Numbers

- Administrative and customer service support for Public Works, Purchasing and Sustainability
- Weekly payroll and managing staff time usage
- Preparing and processing over 5,000 purchase orders and invoices
- Handling emergency and storm-related inquiries
- Preparation and management of the annual operating and capital budgets
- Mananagement and monitoring of municipal energy usage and budget
- Working with the Procurement Officer in preparation and review of bids and contracts
- Collecting fees for street openings, water and sewer permits, bulk waste pick-up, maps, and recycling bins
- Scheduling final water readings, high water bill inspections, irrigation meter appointments
- Management of municipal street light and traffic light maintenance

Public Works - Administration



Department: Line item budget

Description		2016 Actual Expense	2017 Actual Expense	2018 Revised Budget	2019 Preliminary Budget	2018 vs. 2019 \$ (+/-) % (+/-)	
SALARIES MANAGEMENT	¹	126,104	132,486	135,000	138,400	3,400	2.52%
SALARIES OPERATIONAL STAFF	²	108,237	125,033	149,076	154,647	5,571	3.74%
SALARIES PART TIME OPERATIONAL	³	0	0	12,107	14,200	2,093	17.29%
TEMP OPERATIONAL STAFF		5,130	0	10,815	11,035	220	2.03%
SALARIES ADD'L COMP OPER		2,500	3,500	2,500	3,500	1,000	40.00%
SALARIES PER (FLSA)	⁴	2,106	2,062	5,000	5,000	-	0.00%
Personnel Services		244,077	263,081	314,498	326,782	12,284	3.91%
EQUIPMENT REPAIRS/SERVICING		188	0	300	300	-	0.00%
TELEPHONE		6,723	9,172	8,313	8,500	188	2.26%
POSTAGE		960	2,269	1,020	1,020	-	0.00%
PURCHASED SERVICES MISC	⁵	3,245	812	2,450	2,450	-	0.00%
PRINTING/ADVERTISING		5,216	4,007	1,250	1,500	250	20.00%
Purchased Services		16,331	16,260	13,333	13,770	438	3.28%
TRAINING & EDUCATION		10,480	7,819	10,000	10,500	500	5.00%
COMPLIANCE INSP & TRAINING	⁶	12,817	6,412	12,750	12,750	-	0.00%
LICENSES CDL & SPECIAL		0	0	200	225	25	12.50%
Technical & Professional Services		23,297	14,231	22,950	23,475	525	2.29%
OFFICE SUPPLIES		9,386	8,132	8,750	9,250	500	5.71%
GIS SUPPLIES	⁷	9,686	8,912	9,000	9,200	200	2.22%
Supplies		19,073	17,044	17,750	18,450	700	3.94%
PROTECTIVE CLOTHING		2,286	0	3,500	3,500	-	0.00%
Other Supplies		2,286	0	3,500	3,500	-	0.00%
Total Administration		305,064	310,617	372,031	385,977	13,947	3.75%

Footnotes:

Salaries:

¹ Management - Salary for the Director of Public Works

² Operational - Salaries for the Executive Assistant, Department Assistant, and Data Analyst

³ Temporary Operational Staff - Salaries for part-time interns

⁴ Additional compensation for Department staff per Fair Labor Standards Act (FLSA) - Additional compensation for overtime to employees who have applicable stipends

Purchased Services:

⁵ Purchased Services Misc. - Professional memberships to various organizations.

Technical & Professional Services:

⁶ Compliance Inspection & Training - Inspection and testing of oil/water separators, stage II gas pump, above ground tanks, overhead equipment, bucket trucks, and the fire suppression system at the fuel depot

Supplies:

⁷ GIS Supplies - GIS Services costs to support other Town Departments including training, supplies, computer hardware/software, consultants, and software licences

Public Works - Municipal Energy

Municipal Energy Division - Organizational Summary

Total Staff - 0 FTEs

Notes

* The Municipal Energy Division includes no staff. The Administration Division of Public Works manages and monitors the municipal energy budget.

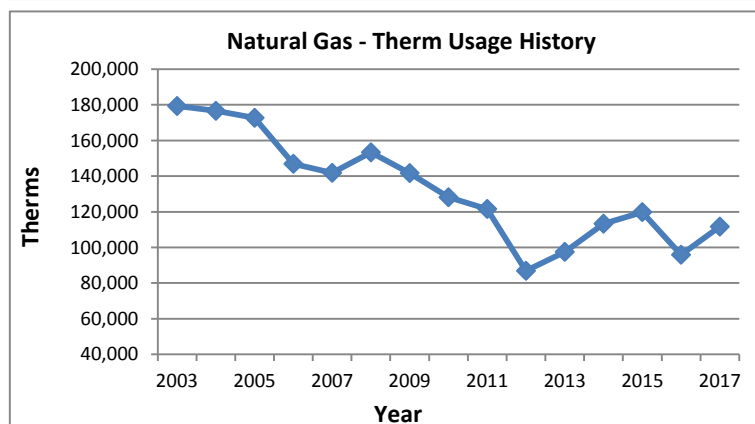
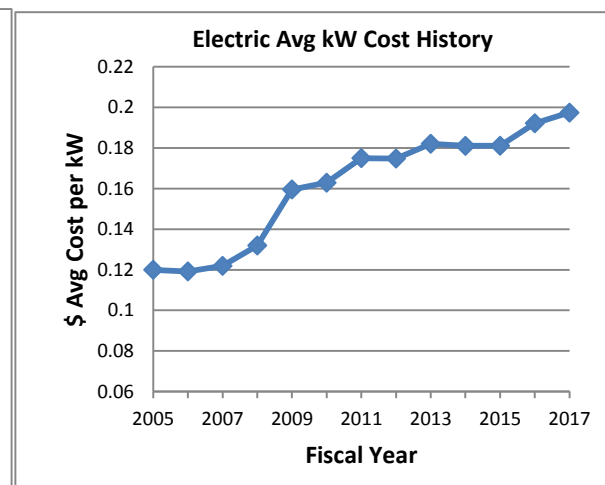
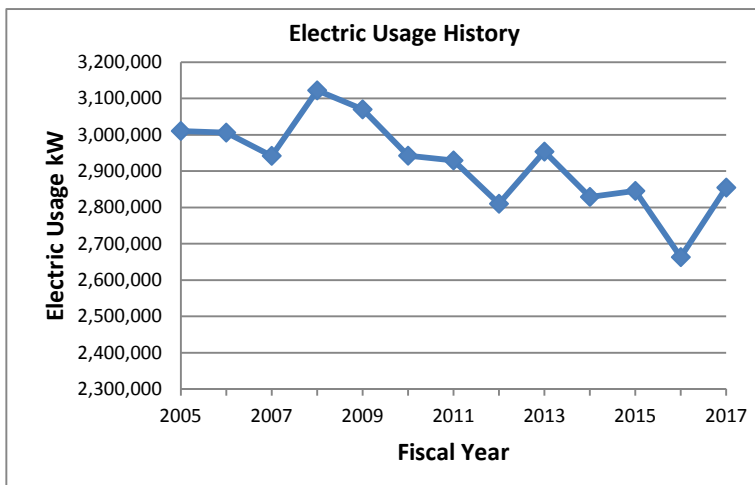
Municipal Energy Division by the Numbers

* Estimated

	2015	2016	2017	2018*	2019*
Workload Indicators					
Street Lights	2550	2550	2550	2550	2550
Traffic Signal Locations	21	21	21	21	21
Natural Gas Use (Therms)	119,841	95,906	111,701	115,000	115,000
Electrical Use (kW)	3,463,875	2,662,869	2,854,471	2,900,000	2,890,000
U. L. Sulfur Diesel Use (Gallons)	109,305	94,542	103,510	100,000	105,000
Unleaded Fuel Use (Gallons)	81,950	74,994	72,008	85,000	85,000

* Estimated

	2015	2016	2017	2018*	2019*
Efficiency Indicators					
Municipal Buildings	11	11	12	12	12
Gross S.F. of General Fund Mun. Bldgs.	374,821	374,821	377,570	377,570	377,570
Building Energy Costs/Gross S. F.	\$ 1.79	\$ 1.59	\$ 1.79	\$ 2.04	\$ 2.13



Public Works - Municipal Energy



Department: Line item budget

Description		2016 Actual Expense	2017 Actual Expense	2018 Revised Budget	2019 Preliminary Budget	2018 vs. 2019 \$ (+/-) % (+/-)	
Street Lighting							
Street Lighting	¹	98,828	106,116	95,812	98,700	2,888	3.01%
Contractual Services	²	127,928	92,435	85,500	86,850	1,350	1.58%
Buildings							
Building Electricity	³	511,678	563,436	624,100	658,000	33,900	5.43%
Building Fuel Oil & Natural Gas	⁴	85,001	112,340	145,000	145,200	200	0.14%
Vehicles							
Gasoline	⁵	331,836	400,452	526,700	526,700	0	0.00%
Total Purchased Services		1,155,271	1,274,780	1,477,112	1,515,450	38,338	2.60%
Holiday Lighting	⁶	1,634	1,115	2,000	2,000	0	0.00%
Supplies		1,634	1,115	2,000	2,000	0	0.00%
Total Energy Expense		1,156,905	1,275,894	1,479,112	1,517,450	38,338	2.59%

Footnotes:

Purchased Services:

¹ Street Lighting - Energy and hardware costs for all street and traffic lights

² Contractual Services - Cost to maintain and repair street and traffic lights throughout the town. Consulting and contracting for energy management services.

³ Building Electricity - Cost of electricity for municipal buildings.

⁴ Building Fuel Oil & Natural Gas - Cost for natural gas and fuel oil for hot water and heat for municipal buildings.

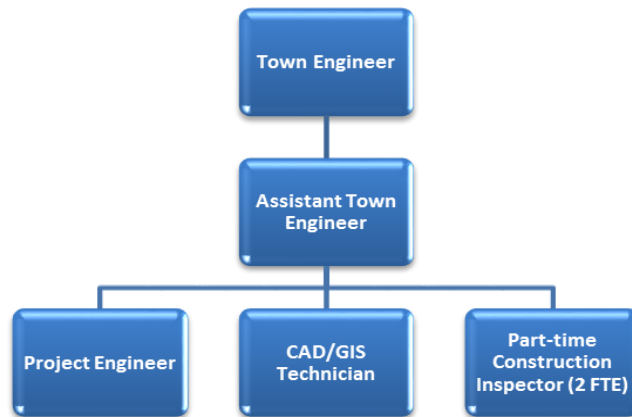
⁵ Gasoline - Cost of all fuel used in municipal vehicles. Includes unleaded fuel, ultra-low sulfur diesel, efficiency additives, and propane gas.

Supplies:

⁶ Holiday Lighting - Costs associated with holiday lighting.

Public Works - Engineering

Engineering Division - Organizational Summary



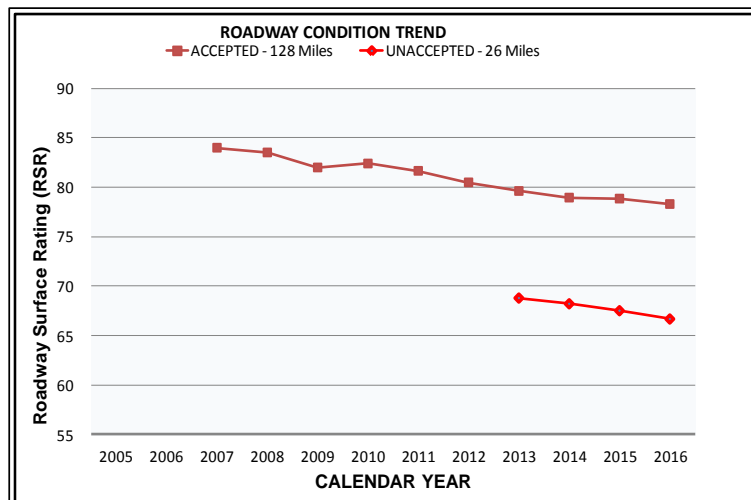
Total Division Staff - 4 FTEs (number per position in parentheses)

Notes

Engineering Division by the Numbers

	2015	2016	2017	2018*	2019*
Workload Indicators					
Value of Town Roadway Improvement Projects	\$4,100,000	\$4,500,000	\$5,000,000	\$5,750,000	\$6,500,000
Number of Water and Sewer Service Permits Issued - Provided Inspections and As-built Plan Revisions	123	160	130	150	150
Number of Street Opening Permits Issued - Provided Necessary Inspections	205	193	244	250	250
Number of Utility Mark-outs Provided for Town Wide Construction Activities	300	301	325	330	330
Building Permit Reviews	295	345	350	350	350
Planning Board & ZBA Plan Reviews	65	64	67	70	70

* Estimated



Public Works - Engineering



Department: Line item budget

Description		2016	2017	2018	2019	2018 vs. 2019	
		Actual Expense	Actual Expense	Revised Budget	Preliminary Budget	\$ (+/-)	% (+/-)
SALARIES SUPERVISORY	¹	103,521	84,484	102,657	107,465	4,808	4.68%
SALARIES TECHNICAL/PROFESSNL	²	235,236	259,313	244,135	262,100	17,965	7.36%
SALARIES OPERATIONAL	³			17,948	0	-17,948	-100.00%
SALARIES PART-TIME	⁴	47,614	58,036	65,928	70,950	5,022	7.62%
SALARIES ADDL COMP SUPERVISORY		27,000	34,184	32,600	32,600	0	0.00%
Personnel Services		413,370	436,017	463,268	473,115	9,847	2.13%
LICENSES CDL & SPECIAL	⁵	3,349	2,223	4,500	4,500	0	0.00%
EQUIPMENT REPAIRS/SERVICING	⁶	2,221	2,869	3,000	3,750	750	25.00%
Purchase Services		5,570	5,092	7,500	8,250	750	10.00%
ENGINEERING CONSULTANT	⁷	10,676	13,814	10,500	15,000	4,500	42.86%
STORM WATER PERMIT COMPLIANCE	⁸	88,837	22,502	80,000	30,000	-50,000	-62.50%
Technical & Professional Services		99,513	36,316	90,500	45,000	-45,500	-50.28%
ENGINEERING SUPPLIES	⁹	5,200	2,842	5,300	5,500	200	3.77%
Other Supplies		5,200	2,842	5,300	5,500	200	3.77%
Total Engineering		523,653	480,267	566,568	531,865	-34,703	-6.13%

Footnotes:

Salaries

¹ Supervisory - Salary for the Town Engineer

² Professional Technical - Salaries for the Assistant Town Engineer, Project Engineer, and CAD/GIS Technician

³ Operational - ART 1 FTM 2017

⁴ Part-Time - Salaries for the part-time Co-Op Student and part-time Construction Inspectors

Purchased Services

⁵ Licenses CDL & Special - Massachusetts Professional Engineer license fees, yearly dues and memberships to various engineering organizations, and costs for misc. seminars and technical training.

⁶ Equipment Repairs/Servicing - Repair and yearly service contract costs for engineering plotters, copy machines, survey equipment, and misc. office equipment

Technical & Professional Services

⁷ Engineering Consultant - Costs for outside consulting services for preparing easement plans. Misc. engineering software training. Phase I inspections for the Charles River Dam and Jennings Pond Dam as required by the Department of Conservation and Recreation Office of Dam Safety. Preparation and recording costs associated with street acceptance plans and documents.

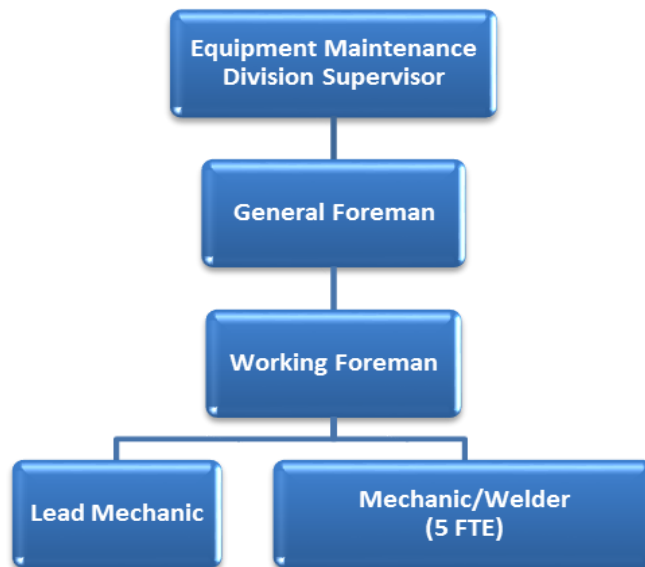
⁸ Storm Water Permit Compliance - Costs to implement and complete stated goals for MS4 Stormwater Permit. EPA unfunded mandate.

Other Supplies

⁹ Engineering Supplies - Misc. costs for office supplies including specialty paper for plotters, printers, and engineering copy machine. Costs for survey supplies such as stakes, measuring tape, and marking paint, etc.

Public Works - Equipment Maintenance

Equipment Maintenance Division - Organizational Summary



Total Division Staff - 9 FTEs (number per position in parentheses)

Notes

Equipment Maintenance Division by the Numbers

	2015	2016	2017	2018*	2019*
<i>Workload Indicators</i>					
Total Pieces of Equipment	490	491	491	498	500
Registered Vehicles	N/A	N/A	238	245	246
Backup Generators	N/A	N/A	23	23	23

** Estimated*

Public Works - Equipment Maintenance



Department: Line item budget

Description		2016 Actual Expense	2017 Actual Expense	2018 Revised Budget	2019 Preliminary Budget	2018 vs. 2019 \$ (+/-) % (+/-)	
SALARIES SUPERVISORY	¹	99,112	64,409	98,285	93,650	(4,635)	-4.72%
SALARIES OPERATIONAL STAFF	²	353,335	375,782	427,939	450,015	22,076	5.16%
SALARIES OPERATIONAL O/T		37,372	30,750	28,578	29,150	572	2.00%
SALARIES ADDL COMP SUPERVISORY		19,584	3,038	13,084	8,300	(4,784)	-36.56%
SALARIES ADD'L COMP OPER		1,933	4,084	3,505	3,510	5	0.14%
Personnel Services		511,335	478,063	571,391	584,625	13,234	2.32%
RENTAL OF UNIFORMS		5,813	6,218	5,000	5,500	500	10.00%
VEHICLE INSPECTION - STICKERS		12,056	11,991	14,500	17,400	2,900	20.00%
VEHICLE SUPPLY OIL		17,221	20,457	20,000	20,500	500	2.50%
RADIO EQUIP REPAIRS/REPLCMNT		5,109	3,997	5,800	5,800	-	0.00%
Purchased Services		40,199	42,663	45,300	49,200	3,900	8.61%
CLOTHING OPERATIONAL	³	4,667	5,637	4,200	5,000	800	19.05%
LICENSES CDL & SPECIAL		1,305	626	400	450	50	12.50%
VEHICLE SUPPLIES TIRES/TUBES		56,308	69,007	66,000	70,000	4,000	6.06%
VEHICLE SUPPLIES PARTS		249,759	253,017	210,000	230,000	20,000	9.52%
VEHICLE BODY DAMAGE & REPAIRS		3,064	7,426	7,500	7,500	-	0.00%
SHOP SUPPLIES	⁴	9,381	15,243	10,000	10,500	500	5.00%
GENERATOR MAINTENANCE	⁵	0	9,944	16,000	28,000	12,000	75.00%
Supplies		324,485	360,901	314,100	351,450	37,350	11.89%
SURPLUS EQU PURCHASE	⁶	1,751	4,948	5,000	5,000	-	0.00%
Other Capital Outlay		1,751	4,948	5,000	5,000	-	0.00%
Total Equipment Maintenance		877,770	886,575	935,791	990,275	54,484	5.82%

Footnotes:

Salaries:

¹ Supervisory - Equipment Maintenance Supervisor

² Operational - Mechanic/Welders for fleet and equipment maintenance

Supplies:

³ Clothing Operational - Tool allowance, seasonal safety clothing, safety boots per union contract

⁴ Shop Supplies - Shop tools, rags, small equipment, misc. supplies, and meeting registrations.

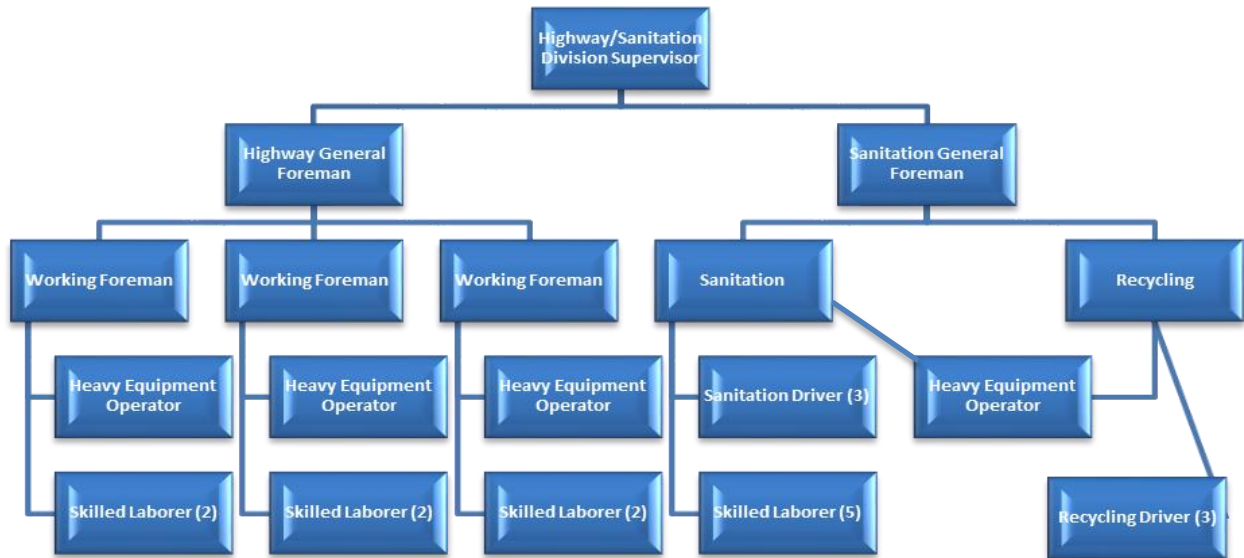
⁵ Generator Maintenance - Parts and services for repair and routine maintenance of stand-by electrical generators for all Town buildings

Other Capital Outlay:

⁶ Surplus Equipment - Purchase of surplus, demo, and used equipment and trucks

Public Works - Highway & Sanitation

Highway & Sanitation Division - Organizational Summary



Total Division Staff - 27 FTEs (number per position in parentheses)

Notes

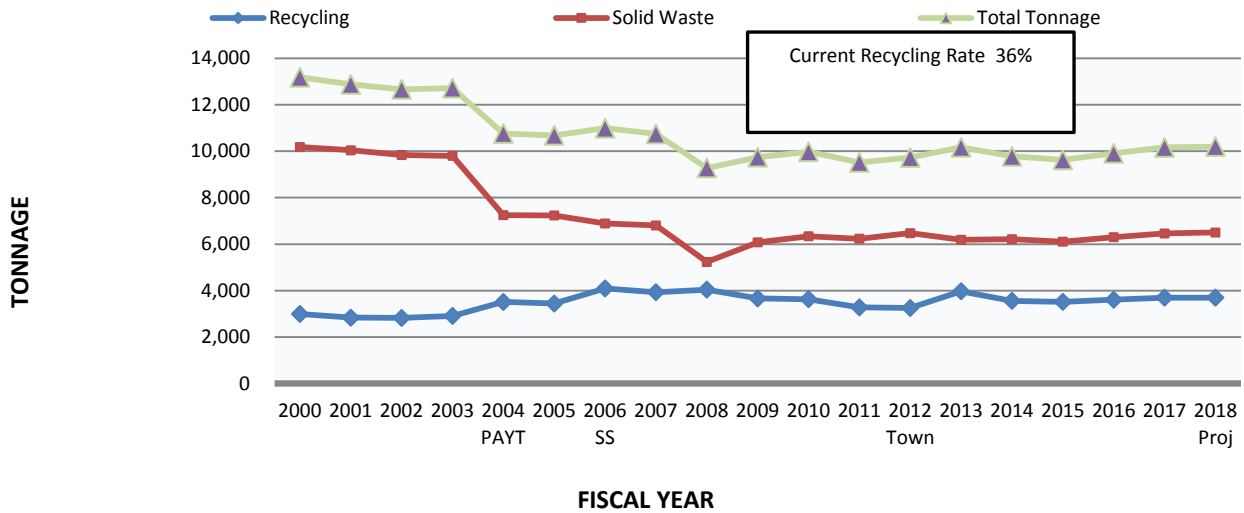
* The Highway & Sanitation Division Supervisor also serves as the Deputy Director.

Highway & Sanitation Division by the Numbers

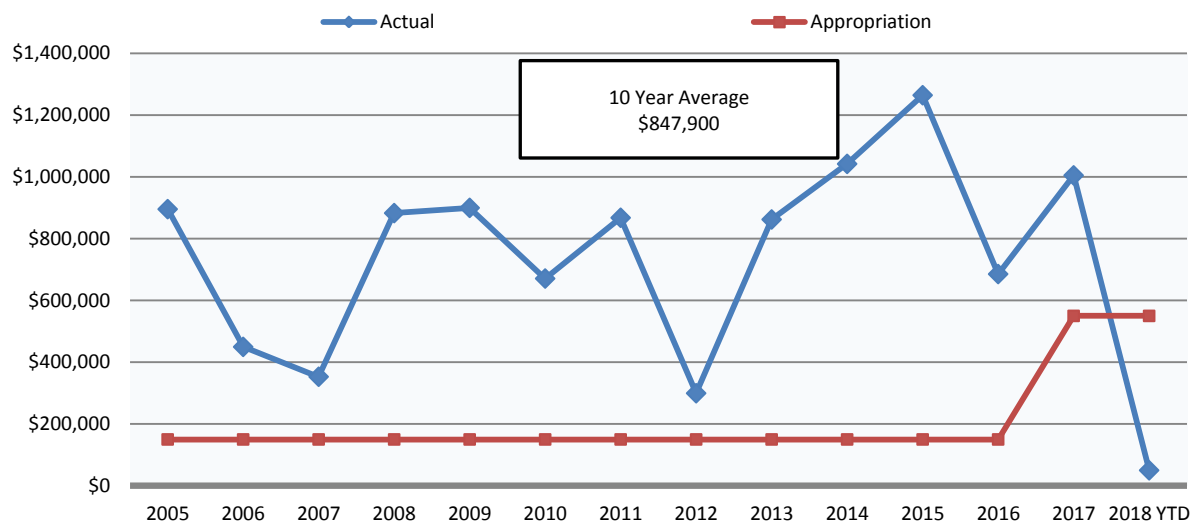
<i>Fiscal year</i>	2015	2016	2017	2018*	2019*
Workload Indicators					
Highway					
Total miles of accepted roadways	128	128	128	128	129
Total miles of sidewalk	138	138	138	140	140
Total miles of unaccepted roadways	26	26	26	26	25
Total number of wheelchair ramps	1,530	1,540	1,540	1,550	1,550
Number of catch basins cleaned	1,800	1,285	1,500	4,175	2,500
Sanitation					
Total tons of municipal solid waste collected curbside	6,142	6,299	6,137	6,500	6,500
Total number of households provided with sanitation collection	9,435	10,020	10,040	10,100	10,125
Total tons of recyclables collected					
- Curbside	3,518	3,608	4,232	4,250	4,250
- At Recycling Center	656	660	699	700	700
Total tons of yard waste collected at curbside	6,000	5,800	5,700	5,700	5,700
Number of curbside yard waste collection days	8	8	8	8	8
Total tons of yard waste and brush accepted at Recycling Center	4,500	4,500	4,020	4,100	4,100
Snow & Ice Removal					
Number of snow events					
- Minor storms	38	16	25	26	26
- Major storms	7	5	6	6	6
Materials used to treat Natick Streets					
- Salt (Ton)	5,280	2,853	4,560	4,600	4,600
- Sand (Ton)	4,845	1,100	1,123	1,200	1,200
- Liquid (Gallons)	4,050	2,000	4,500	4,500	4,500
Sidewalk & Curb Repair					
Curbing (lf)	3,645	1,974	3,700	4,000	4,000
Sidewalks (lf)	-	7,404	9,306	8,000	8,000
Street and Traffic Signs					
New	98	113	110	125	125
Repaired & replaced	300	289	273	275	275
Catch Basin & Manhole Repair					
Manholes	13	6	13	15	15
Catch basins	59	33	34	35	35
New structures	4	2	-	4	4
Line Painting					
Crosswalks (Each)	288	293	300	304	306
Center & fog Lines (Miles)	305	305	305	305	305

* Estimated

Solid Waste and Recycling Tonnage



Snow and Ice Expense History



Public Works - Highway & Sanitation



Department: Line item budget

Description		2016 Actual Expense	2017 Actual Expense	2018 Revised Budget	2019 Preliminary Budget	2018 vs. 2019 \$ (+/-) % (+/-)	
SALARIES SUPERVISORY	¹	102,418	107,970	107,780	107,780	0	0.00%
SALARIES OPERATIONAL STAFF	²	1,275,771	1,359,651	1,385,321	1,408,635	23,314	1.68%
SALARIES PART TIME OPERATIONAL	³	56,026	37,911	40,500	40,500	0	0.00%
SALARIES OPERATIONAL O/T		177,538	179,188	165,548	168,860	3,312	2.00%
SALARIES ADDL COMP SUPERVISORY		6,000	13,922	6,720	13,215	6,495	96.65%
SALARIES ADD'L COMP OPER		15,078	18,532	17,178	17,850	672	3.91%
Personnel Services		1,632,831	1,717,173	1,723,047	1,756,840	33,793	1.96%
REPAIRS/MAINTENANCE OTHER	⁴	4,517	4,484	3,319	3,400	81	2.44%
ENVIRON MONITORING ENGINEER	⁵	29,597	42,813	31,500	34,000	2,500	7.94%
BRUSH GRINDING		324	13,500	9,600	12,500	2,900	30.21%
TEST/DISPOSAL ST SWEEPINGS		14,140	14,000	22,000	30,000	8,000	36.36%
PURCHASE OF SAND/GRAVEL		13,582	9,064	12,000	14,000	2,000	16.67%
PURCHASED SERVICES MISC	⁶	2,245	20	2,100	2,500	400	19.05%
PURCH SERV-CRACKED SEALING		30,000	24,877	36,300	40,000	3,700	10.19%
LANDFILL CAP MAINTENANCE	⁷	0	0	6,500	6,500	0	0.00%
GAS/FLARING STA MAINTENANCE	⁸	23,259	25,625	17,500	25,000	7,500	42.86%
CONDENSATE DISPSL FLARING STA	⁹	0	0	2,500	3,000	500	20.00%
Purchased Services		117,664	134,382	143,319	170,900	27,581	19.24%

Footnotes:

Salaries:

¹ Supervisory - Supervisor of Highway and Sanitation

² Operational - Twenty-six support staff to maintain roads, collect trash & recycling, and operate the recycling center

³ Part Time Operational - Police details, and seasonal employees for highway and sanitation related work

Purchased Services

⁴ Repairs/Maintenance Other - Communications telephone, cable, mobile phone services, misc. purchased services.

⁵ Environ Monitoring Engineer - Compliance costs for West Street municipal landfill.

⁶ Purchased Services Misc - Membership dues, training, certifications, etc.

⁷ Landfill Cap Maintenance - Repairs and maintenance of the 34 acre West Street municipal landfill in accordance with State and Federal Regulations.

⁸ Gas/Flaring Sta. Maintenance - Maintenance and operational expense for the natural gas collection system and flaring station at the West Street municipal landfill.

⁹ Condensate Displ. Flaring Sta. - Testing and disposal of liquid condensate from the operation of the flaring station at the West Street municipal landfill.

Public Works - Highway & Sanitation

Description		2016	2017	2018	2019	2018 vs. 2019	
		Actual Expense	Actual Expense	Revised Budget	Preliminary Budget	\$ (+/-)	% (+/-)
CLOTHING OPERATIONAL		9,100	9,100	9,100	9,100	0	0.00%
LICENSES CDL & SPECIAL		1,024	450	1,150	1,150	0	0.00%
TRAFFIC MARKS & SIGNS		95,777	76,113	95,000	98,000	3,000	3.16%
PAY AS YOU THROW SUPPLIES		100,818	138,425	155,700	161,500	5,800	3.73%
RECYCLING CENTER MAINT/SUPPLY	¹⁰	2,997	2,450	5,000	5,000	0	0.00%
MAINTENANCE MATERIALS	¹¹	39,981	60,024	52,500	54,000	1,500	2.86%
OFF STREET DRAINAGE	¹²	10,616	9,150	14,000	16,500	2,500	17.86%
CATCH BASIN CLEANING	¹³	0	0	0	70,000	70,000	
COMPOST/RECYCLING BINS		6,376	15,080	13,000	13,000	0	0.00%
OTHER SUPPLIES MISCELLANEOUS	¹⁴	7,257	5,396	8,000	8,300	300	3.75%
Supplies		273,946	316,188	353,450	436,550	83,100	23.51%
HOUSEHOLD HAZARDOUS WASTE	¹⁵	14,905	16,766	16,000	18,500	2,500	15.63%
SNOW & ICE REMOVAL	¹⁶	685,406	1,004,843	550,000	550,000	0	0.00%
TIPPING FEE YARD WASTE		19,441	19,200	21,500	24,000	2,500	11.63%
TIPPING FEE SOLID WASTE	¹⁷	456,685	479,542	474,300	485,000	10,700	2.26%
RECYCLING CURBSIDE	¹⁸	5,000	0	5,000	5,000	0	0.00%
RECYCLING PUBLIC EDUCATION		2,700	0	3,500	3,500	0	0.00%
TRASH HAULING TOLLS		3,113	5,166	4,000	4,100	100	2.50%
STREET & SIDEWALK MAINTENANCE	¹⁹	149,403	107,478	165,000	170,000	5,000	3.03%
Other Charges/Expenses		1,336,653	1,632,995	1,239,300	1,260,100	20,800	1.68%
Total Highway, Sanitation, Recycling		3,361,094	3,800,739	3,459,116	3,624,390	165,274	4.78%

Footnotes:

Supplies:

¹⁰ Recycling Center Maint/Supply - Supplies for operations at the West Street Recycle Center, including tarps for roll-off containers, spill containment items, cleaning supplies, etc.

¹¹ Maintenance Materials - Tools (saws, blowers, rollers, wheel barrows, shovels, etc.), safety equipment, cold patch, and other equipment.

¹² Off Street Drainage - Drainage system repair materials (block, brick, catch basins, manholes, pipe, etc.) and other equipment for stormwater drainage work.

¹³ Catch Basin Cleaning - Cost to cleaning stormwater drainage system and remove sediment and debris from catch basins, manholes, and stormwater detention/treatment facilities. Compliance requirements of the Town's MS4 Stormwater Permit issued by the US EPA and MaDEP.

¹⁴ Other Supplies Misc. - Gloves, cleaning products, dumpster covers, spill equipment, and safety supplies.

Other Charges/Expenses:

¹⁵ Household Hazardous Waste - Costs associated with the proper disposal of household and municipal hazardous waste (waste oil, paint and paint related materials, fluorescent lamps, light ballast, etc.).

¹⁶ Snow & Ice Removal - Includes road salt/sand, staff over-time, equipment repair, and contractors for snow removal services.

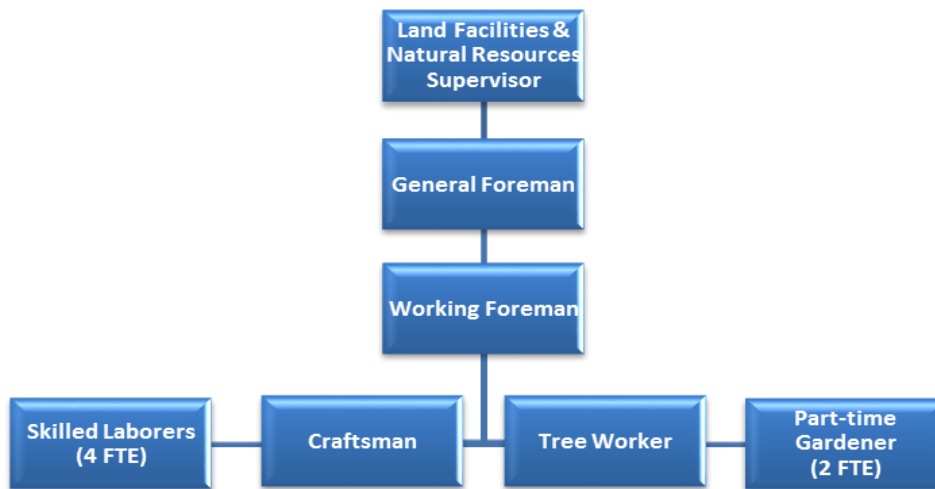
¹⁷ Tipping Fees Solid Waste - Disposal costs of household and municipal solid waste.

¹⁸ Recycling Curbside - Disposal costs for household and municipal recyclable materials.

¹⁹ Street & Sidewalk Maintenance - Costs to repair roadways, curbing, wheelchair ramps, and sidewalks (bituminous concrete, cement concrete, curbing, castings, roadway base course, etc.).

Public Works - Land Facilities & Natural Resources

Land Facilities & Natural Resources Division - Organizational Summary



Total Division Staff - 9 FTEs (number per position in parentheses)

Land Facilities & Natural Resources Division by the Numbers

Performance Indicators	2015	2016	2017	2018*	2019*
Workload Indicators					
Land Facilities					
Number of fields & parks maintained	62	62	62	62	63
Total Acreage Maintained	212	212	212	212	212
Active Acres Maintained	165	165	165	165	165
Passive Acres Maintained	47	47	47	47	47
Acres Mowed by LFNR	22.5	22.5	22.5	22.5	38
Acres Mowed Via Contract	57.5	57.5	57.5	57.5	42
Forestry					
Number of trees removed	37	32	49	50	50
Number of trees pruned	31	21	32	60	60
Number of stumps removed	29	62	35	50	50

* Estimated

Public Works - Land Facilities & Natural Resources



Department: Line item budget

Description		2016 Actual Expense	2017 Actual Expense	2018 Revised Budget	2019 Preliminary Budget	2018 vs. 2019 \$ (+/-) % (+/-)	
SALARIES SUPERVISORY	¹	99,112	104,484	104,300	104,300	\$0	0.00%
SALARIES OPERATIONAL STAFF	²	310,239	353,202	429,432	420,540	-\$8,892	-2.07%
SALARIES PART TIME OPERATIONAL	³	35,042	45,050	38,723	44,790	\$6,067	15.67%
SALARIES OPERATIONAL O/T		34,085	51,894	32,786	33,600	\$814	2.48%
SALARIES ADDL COMP SUPERVISORY		9,300	10,100	9,800	9,800	\$0	0.00%
SALARIES ADD'L COMP OPER		5,907	7,248	5,115	5,415	\$300	5.87%
Total Personnel Services		493,685	571,977	620,156	618,445	-\$1,711	-0.28%
PURCHASED SERVICES MISC		5,550	5,167	5,250	5,350	\$100	1.90%
Total Purchased Services		5,550	5,167	5,250	5,350	\$100	1.90%
CLOTHING OPERATIONAL		2,100	2,800	2,500	2,800	\$300	12.00%
LICENSES CDL & SPECIAL		235	494	300	350	\$50	16.67%
FIELD MAINTENANCE MATERIALS	⁴	91,311	115,155	132,250	155,950	\$23,700	17.92%
PLAYGROUND MATERIALS	⁵	23,226	29,058	30,000	35,000	\$5,000	16.67%
BEACH MAINTENANCE MATERIALS	⁶	175	155	600	600	\$0	0.00%
TOOLS & HARDWARE		13,298	21,385	21,120	22,750	\$1,630	7.72%
PLANTING SUPPLIES	⁷	11,168	11,852	10,000	16,300	\$6,300	63.00%
IRRIG PUMP TEST & CALIBRATION	⁸	4,839	2,997	6,000	7,500	\$1,500	25.00%
Supplies		146,352	183,897	202,770	241,250	\$38,480	18.98%
TREE SERVICE CONTRACT	⁹	57,005	66,782	75,300	95,300	\$20,000	26.56%
MOWING SERVICE CONTRACT	¹⁰	62,730	64,239	71,510	84,510	\$13,000	18.18%
Technical & Professional Services		119,735	131,020	146,810	179,810	\$33,000	22.48%
Total LFNR		765,322	892,062	974,986	1,044,855	69,869	7.17%

Footnotes:

Salaries:

¹ Supervisory - Division Supervisor and Tree Warden

² Operational - Eight support staff to maintain land facilities, parks, athletic fields, and street trees.

³ Part Time Operational - Police details and seasonal employees for grounds-related work

Supplies:

⁴ Field Maintenance Materials - Pellet lime, fertilizer, infield conditioner, infield mix, pesticides, contractual pesticides and herbicides applications, bark mulch, grass seed, loam, topdressing materials, fencing, etc.

⁵ Playground Materials - Resilient playground surfacing replacement and misc. supplies for repair.

⁶ Beach Maintenance Materials - Beach sand, turn boards, fence repairs, and repairs to the piers and playground equipment.

⁷ Planting Supplies - Replacement and supplemental landscape plantings and supplies (trees, flowers, etc.).

⁸ Irrig. Pump Test & Calibration - Lawn/field irrigation parts, tests, maintenance/upgrades, and contracted services.

Technical & Professional Services:

⁹ Tree Service Contract - Pruning and removal work done by outside contractors. This also includes poison ivy control for parks and school grounds. Various treatments for tree care and health.

¹⁰ Mowing Service Contract - Mowing of 16 sites covering 54 acres of grass and other grounds services performed by outside contractors.

ITEM TITLE: Update on South Main Street Timeline and Process
ITEM SUMMARY: a. Eliminate Option #2
b. Option #3 Alternative

ATTACHMENTS:

Description	Upload Date	Type
Options Matrix	2/23/2018	Cover Memo
Option 3 Modified	2/23/2018	Cover Memo
Chenard- Memo	3/4/2018	Backup Material
Ostroff-Email	3/5/2018	Cover Memo
Complete Street Policy	3/5/2018	Cover Memo

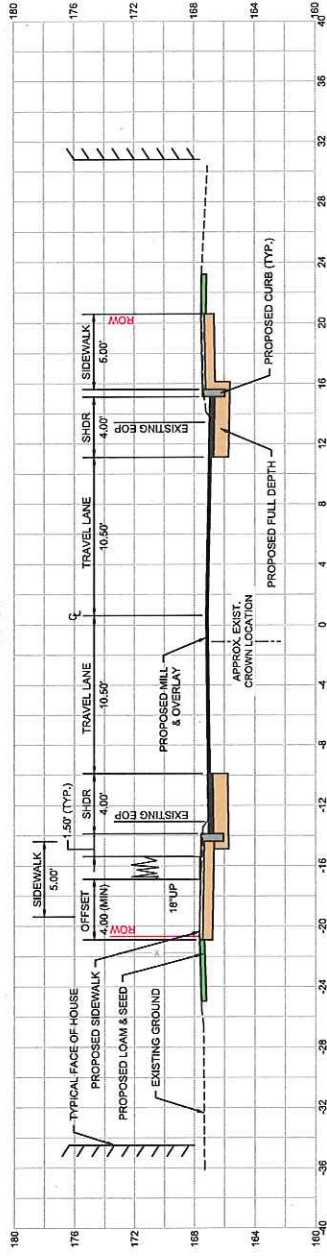
Segment 2 Alternatives Matrix

	Alternative 1	Alternative 2	Alternative 3
Number of Right of Way Actions & Area of Right of Way Acquisitions	0 0 s.f.	99 ±32,000 s.f.	6 ±200 s.f.
Utility Impacts	Moderate	Major	Major
Private Improvements Impacted	10	76	54
Bike Accommodation	Shared	Full Off Road (see guidance)	On Road
Pedestrian Accommodation	Full/ADA	Full/ADA	Full/ADA
Construction Impacts & Estimated Duration	Minor 1 season	Major 2.5 seasons	Moderate 1.5 seasons
Budgetary Estimated Cost*	\$1.7 Million	\$4.0 Million	\$2.7 Million

**All costs are for Segment 2 only, are in 2017 dollars and are estimates based on a conceptual level design for budgeting purposes*

** Costs do not include engineering costs, utility relocation costs, or costs for acquisitions of right-of-way or easements. Includes very approximate estimate of drainage costs.*

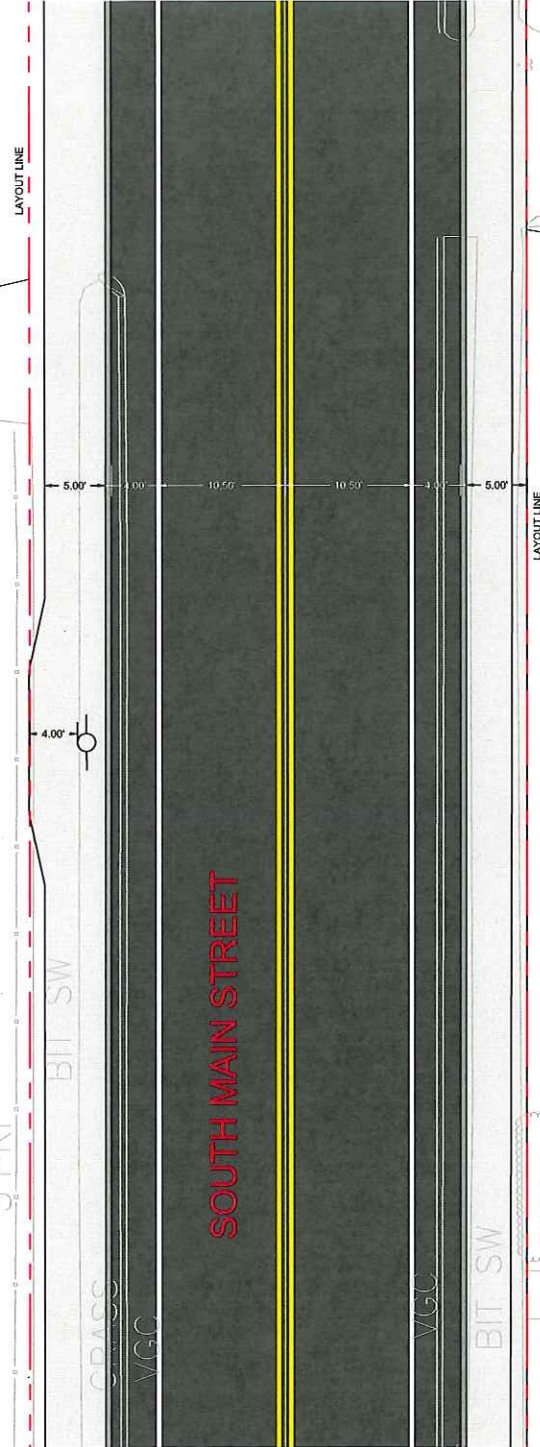
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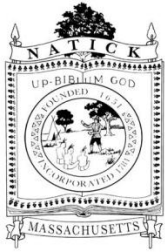
GRASS

3' PRF



3' PRF

PROJECT:		IMPROVEMENTS TO SOUTH MAIN STREET	
DESIGN SUBMISSION:		ALTERNATIVE 3 MODIFIED 10.5 FOOT LANE / 4 FOOT SHOULDER SHIFTED EAST	
PREPARED BY:		GREEN INTERNATIONAL AFFILIATES, INC. (781) 923-0400 Greenintl.com	
SCALE AS NOTED	DESIGNED BY: MB	DRAWN BY: MB	CHECKED BY: ENJAM
DATE: 2/12/2018	PROJECT NO. 17036	SHEET NO. 1 OF 1	



Town Administrators Office

To: Board of Selectmen

From: William Chenard, Acting Town Administrator

Date: 3/3/2018

Re: South Main Street Project

This memo outlines our recommendation for the South Main Street project. We are recommending that the Board not vote to endorse any option until after the public meeting on March 28th. The recommendation is based on the statement from the Administration and the Board that no options would be chosen without further public input.

We are recommending the Board vote to eliminate option 2. We have received overwhelming public input regarding option 2. This recommendation is based on that public input and cost.

Staff is preparing answers to your questions. These will be available for your review prior to your March 19th meeting.



Patricia O'Neil <poneil@natickma.org>

South Main Street and Complete Streets - for 3/5 agenda

3 messages

Josh Ostroff <jostroff@natickma.org>

Sun, Mar 4, 2018 at 9:34 PM

To: poneil@natickma.org, Jonathan Freedman <jfreedman@natickma.org>, Michael Hickey <mhickey@natickma.org>, Sue Salamoff <ssalamoff@natickma.org>, Amy Mistrot <amistrot@natickma.org>, Rick Jennett <rjennett@natickma.org>
Cc: chenard@natickma.org, jmarsette@natickma.org

Board members:

As the Board works through the process of South Main Street design, I wanted to share some information that may be helpful for both your discussion on March 5 and as we approach the March 28 public meeting on this project.

For context, this and all Town projects since the adoption of the Town's Complete Streets policy in 2015 have been guided by core principles, which is that we will design and build our public streets to accommodate all users to the maximum extent feasible. In some cases, we can't do so - for example, Woodland and Rockland pose challenges by geology. For other narrow streets in developed neighborhoods, Palmer Street being an example that has been brought forward, we need to reevaluate whether streets can be bidirectional and made safe for pedestrians. So we do have our work cut out for us. This is a challenge in many communities, and one that the State has agreed to help fund.

On South Main Street, we can design a roadway that does work for all users - not optimally within the layout, but with some reasonable accommodations. We cannot, however, design a complete street if we are limited to the existing pavement.

Civil Engineering is a process of balancing interests through a public process, and where those interests are of direct abutters, it is often contentious. The public has the right, and should always have the opportunity to engage on these issues. Board members often have a challenge in weighing the letter of policy, seldom more so than in this situation.

Please note that the Complete Streets policy provides various exemptions, noted in the attached document, which are subject to the approval of the DPW Director and the Board. Those are noted on page 2, excerpted here:

Transportation infrastructure may be excluded, upon approval by the Complete Streets Committee, where documentation and data indicate that:

- 1. Facilities where specific users are prohibited by law, such as interstate freeways or pedestrian malls. An effort will be made in these cases for alternative accommodations.*
- 2. Where cost or impacts of accommodation are excessively disproportionate to the need or probable use or probable future use.*
- 3. Where the constraints of the roadway preclude a design that can safely accommodate all users. An effort will be made in these cases for alternative accommodations.*
- 4. Where such facilities would constitute a threat to public safety in the determination of the Town Engineer in consultation with the Natick Police Department Safety Officer.*


I provide this information to advise that, if the Board were to elect to pursue Option 1 - rebuilding the existing roadway in place - that would constitute an exemption from the policy requiring the concurrence of the DPW Director and the Board. Of course, the Board is not bound by policy, but since I have mentioned this clause at a previous meeting, I wanted to memorialize it for you as well.

I also want to share the observation that for a project of this scale, we will be well served by a project manager, for which our capacity is limited under current staffing. Town staff are better equipped to speak to this and how we address it going forward.

Thank you, and please let me know how I can be of assistance to the Board.

Josh

Josh Ostroff
Chair, Cochituate Rail Trail Advisory Committee and Transportation Advisory Committee
Town of Natick
508 654-3330
jostroff@natickma.org

 **Complete%20Streets%20Policy%203-23-15(1).pdf**
165K

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

Mon, Mar 5, 2018 at 9:26 AM

Josh, do you want any of this included as an attachment for tonight?

[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

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

Mon, Mar 5, 2018 at 9:42 AM

Yes, email and policy. Thanks!

[Quoted text hidden]

TOWN OF NATICK COMPLETE STREETS POLICY

Vision and Purpose:

Complete Streets are designed and operated to provide safety and accessibility for all the users of our roadways, trails and transit systems, including pedestrians, bicyclists, transit riders, motorists, commercial vehicles, and emergency vehicles and for people of all ages and abilities. Furthermore, Complete Streets principles contribute toward the safety, health, economic viability, and quality of life in a community by providing accessible and efficient connections between home, school, work, recreation and retail destinations by improving the pedestrian and vehicular environments throughout communities. The purpose of Natick's Complete Streets policy, therefore, is to accommodate all road users by creating a road network that meets the needs of individuals utilizing a variety of transportation modes. It is the intent of the Town of Natick to formalize the planning, design, operation and maintenance of streets so that they are safe for all users of all ages and abilities as a matter of routine. This policy directs decision-makers to consistently plan, design, and construct streets to accommodate all anticipated users including, but not limited to pedestrians, bicyclists, motorists, emergency vehicles, and freight and commercial vehicles.

Core Commitment:

The Town of Natick recognizes that users of various modes of transportation, including, but not limited to, pedestrians, cyclists, transit and school bus riders, motorists, delivery and service personnel, freight haulers, and emergency responders, are legitimate users of streets and deserve safe facilities. "All Users" includes users of all ages and abilities.

The Town of Natick recognizes that all projects, new, maintenance, or reconstruction, are potential opportunities to apply Complete Streets design principles. The Town further recognizes that many Natick roads are substandard, unaccepted, scenic, and/or constrained by natural features or other limitations. The Town will, to the maximum extent practical, design, construct, maintain, and operate all streets to provide for a comprehensive and integrated street network of facilities for people of all ages and abilities.

Complete Streets principles and design elements shall be considered for all publicly and privately funded projects, and incorporated as appropriate. All transportation infrastructure and street design projects requiring funding or approval by the Town of Natick, as well as projects funded by the state and federal government, such as the Chapter 90 funds, Town improvement grants, Transportation Improvement Program (TIP), the MassWorks Infrastructure Program, Community Development Block Grants (CDBG), Capital Funding and other state and federal funds for street and infrastructure design shall adhere to (comply with) the Town of Natick Complete Streets Policy.

Private developments and related street design components or corresponding street-related components shall adhere to (comply with) the Complete Streets principles. In addition, to the extent practical, state-owned roadways will comply with the Complete Streets resolution, including the design, construction, and maintenance of such roadways within Town boundaries.

Transportation infrastructure may be excluded, upon approval by the Town Engineer with review by the Board of Selectmen, where documentation and data indicate that:

1. Facilities where specific users are prohibited by law, such as interstate freeways or pedestrian malls. An effort will be made in these cases for alternative accommodations.
2. Where cost or impacts of accommodation are excessively disproportionate to the need or probable use or probable future use.
3. Where the constraints of the roadway preclude a design that can safely accommodate all users. An effort will be made in these cases for alternative accommodations.
4. Where such facilities would constitute a threat to public safety in the determination of the Town Engineer in consultation with the Natick Police Department Safety Officer.

Best Practices:

The Town of Natick Complete Streets policy will focus on developing a connected, integrated network that serves all road users. Complete Streets principles will be integrated into policies, planning, and design of all types of public and private projects, including new construction, reconstruction, rehabilitation, repair, and maintenance of transportation facilities on streets and redevelopment projects.

Implementation of the Town of Natick Complete Streets Policy will be carried out cooperatively within all departments in the Town of Natick with multi-jurisdictional cooperation, to the greatest extent possible, among private developers, and state, regional, and federal agencies.

Complete Streets principles include the development and implementation of projects in a context sensitive manner in which project implementation is sensitive to the community's physical, economic, and social setting. The context-sensitive approach to process and design includes a range of goals by considering stakeholder and community values on a level plane with the project need. It includes goals related to livability with greater participation of those affected in order to gain project consensus. The overall goal of this approach is to preserve and enhance scenic, aesthetic, historical, and environmental resources while improving or maintaining safety, mobility, and infrastructure conditions.

The Town of Natick recognizes that "Complete Streets" may be achieved through single elements incorporated into a particular project, or incrementally through a series of smaller improvements or maintenance activities over time.

The latest design guidance, standards, and recommendations available will be used in the implementation of Complete Streets including:

- The Massachusetts Department of Transportation Project Development and Design Guidebook and current Engineering Directives
- The latest edition of American Association of State Highway Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets
- The United States Department of Transportation Federal Highway Administration's Manual on Uniform Traffic Design Controls (2009).
- The Architectural Access Board (AAB) 521CMR Rules and Regulations
- Documents and plans created by or for the Town of Natick, such as bicycle and pedestrian network plans, land use plans, open space and recreation plans, Town of Natick Pavement Management Program Five-year Roadway Improvements Plan.

Complete Streets implementation and effectiveness should be constantly evaluated for success and opportunities for improvement. The town will develop performance measures to gauge implementation and effectiveness of the policies.

The Town will endeavor to ensure that Natick ways, including but not limited to those subject to improvements under this policy, are accessible to all, and that the town employs education, encouragement and enforcement to help ensure the safety of all users.

Implementation:

The Town shall make Complete Streets practices a routine part of everyday operations, shall approach every transportation project and program as an opportunity to improve streets and the transportation network for all users, and shall work in coordination with other departments, agencies, and jurisdictions to achieve Complete Streets.

Town shall review and either revise or develop proposed revisions to all appropriate planning documents (master plans, open space and recreation plan, etc.), zoning and subdivision codes, laws, procedures, rules, regulations, guidelines, programs, and templates to integrate Complete Streets principles in all Street Projects. A committee of relevant stakeholders designated by the Town Administrator may be created to implement this initiative.

The Town shall maintain a comprehensive inventory of pedestrian and bicycle facility infrastructure, including infrastructure in need of maintenance, repair and connectivity, which will prioritize projects to eliminate gaps in the sidewalk and bikeway network.

The Town will consider capital planning and funding to encourage implementation of Complete Streets implementation.

The Town will train pertinent town staff and decision-makers on the content of Complete Streets principles and best practices for implementing policy through workshops, reference materials, and other appropriate means.


The Town will utilize inter-department coordination to promote the most responsible and efficient use of resources for activities within the public way.

The Town will seek out appropriate sources of funding and grants for implementation of Complete Streets policies, and advocate for such funding directly or through affiliations.

BOARD OF SELECTMEN



Joshua Ostroff, Chair



Charles M. Hughes, Vice-Chair



Nicholas S. Mabardy, Clerk



John J. Connolly



Richard P. Jennett, Jr

Adopted: March 23, 2015

ITEM TITLE: Amend Friday Parking Regulations in Town Hall Parking Lot

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Email-M. Hickey	3/2/2018	Cover Memo
Downtown Parking Program	3/2/2018	Cover Memo
Memo- Chenard	3/3/2018	Cover Memo
Email-L. Heyd	3/5/2018	Cover Memo
Email-K. Oakley	3/5/2018	Cover Memo



Town Hall Parking Lot - Permit-only

3 messages

Michael Hickey <mhickey@natickma.org>

To: "Bill Chenard," <chenard@natickma.org>

Cc: Jonathan Freedman <jfreedman@natickma.org>, Patricia O'Neil <poneil@natickma.org>

Fri, Jan 26, 2018 at 12:06 PM

Bill,

I'm following up on our brief discussion last night, and also to bring Jon and Trish up to speed on the potential Board action item. During my BOS office hours yesterday, I had a discussion with West Natick resident Linda Heyd. Mrs. Heyd is active at St. Paul's Church and seemed to be aware of the history of the parking arrangements and the use of the Town Hall lot by church staff and visitors, etc. To cut to the chase, Mrs. Heyd's concern is the fact that the "Permit Only" restrictions extend until 5PM on Fridays, when most Town offices close by 12:30PM. She reports that by 1 or 2PM on Fridays, the Lot is usually "2/3rds empty". Yet, the parking enforcement officers still ticket people through the end of the day. She told me a story involving a recent wedding party that arrived at around 3PM on a Friday for pre-wedding rehearsal and returned to find that all of their cars had been ticketed. Mrs. Heyd's suggestion is that the "Permit Only" restrictions in the Lot (or at least some of them) could be modified such that the restriction ends at, say, 1PM on Fridays. That seemed perfectly reasonable to me, and I told her I'd look into it. I asked you if there were any compelling reasons you felt that we needed to maintain the restriction through 5PM on Fridays, and you didn't think there were. (You also indicated that, typically, the Lot is indeed substantially cleared out by early afternoon on Fridays.) I asked about what could be done, and I believe you indicated that this would need to be Board decision - and that it could probably be handled on our Consent Agenda. Subject to Jon's agreement and, of course, any other "checking" you feel you need to do to confirm that the Board could make this change without creating unintended problems, I would respectfully ask that this item be added to an upcoming agenda for Board action, with the precise action to be based on your recommendation.

Thanks,
Mike



Downtown Natick New Parking Program

These guidelines outline the Parking Program and Procedures
that have been put into effect within the downtown area.

PARKING PERMITS

Permit Parking Areas - Matching Area Permits are required from:

- 7:00 AM - 5:00 PM Monday - Friday (except major holidays)

**** Permit Spaces are Free Parking all other times including Saturday & Sunday ****



Park Street



Downtown



Employee



Commuter



**Council on
Aging**

The permits shown above have the following guidelines:

Each Permit Parking area will have “color coded” street signage to designate the specific permit types allowed within those spaces.

All permitted vehicles, except COA permits, parking in metered or kiosk spaces are subject to the payment and time restrictions of those spaces.

You will be ticketed if you violate these requirements.

Council on Aging Permits (COA) are allowed a maximum of 2 hours at all parking meter and kiosk lot spaces. COA permits are not allowed to park in any of the other permitted spaces.

Commuter Permits are only allowed to park within the South Avenue Commuter Lot and curbside on South Avenue between Hayes Street and the entrance to the Commuter Lot.

**** ALL PERMITS MUST BE DISPLAYED PROPERLY OR YOU WILL BE TICKETED ****

PARKING METERS & KIOSKS

Metered Parking Spaces are in effect: (except major holidays)

- Monday – Friday 9:00 AM - 5:00 PM
- Saturday 9:00 AM - 1:00 PM



Kiosk Parking Spaces are in effect: (except major holidays)

- Monday – Friday 9:00 AM - 5:00 PM

NOTE: HAYES STREET KIOSK IS IN EFFECT ON SATURDAY 9:00 AM – 5:00 PM (SEE MAP)

*** ALL Spaces are FREE Parking during all other times including Sunday.**

- **All Meters & Kiosks** have a 2 hour parking limit with exception of the Pond St. & Summer St. Lots, as well as the Hayes Street Meters towards the South Ave. end of the street, those areas have a 4 hour limit.

- **Parking Meters** provide 15 Minutes Free when the “space selection” button is pushed, which allows the user to park in the space for 15 minutes without adding any additional monies.

The meters are varying rates for each time zone that they are located in. **(See Map)**

Please see over for the NEW Parking Meter Time Zones and Permit Areas





Patricia O'Neil <poneil@natickma.org>

Request for change to permitted spots in the parking lot next to Town Hall

2 messages

Linda Heyd <lindaheyd1@gmail.com>
To: selectmen@natickma.org

Mon, Mar 5, 2018 at 3:54 PM

Board of Selectmen

I am a member of St. Paul's Episcopal church. There are many occasions where we have events on Saturday that require set up on Friday afternoon after 1pm. Even though the majority of the adjoining lot is empty, parking in any permitted spot often results in a ticket, even for those who have senior parking passes. It would be most helpful if volunteers could use an empty permitted parking spots after 1pm on Fridays.

It would also be a bonus for surrounding businesses as well. Anyone coming into town on Friday afternoons will now have more parking options.

Please include this email as part of the record for this evening. Thank you very much for your attention in regard to this matter.

Sincerely,
Linda Heyd

Sent from my iPad

Sent from my iPad

Patricia O'Neil <poneil@natickma.org>
To: Linda Heyd <lindaheyd1@gmail.com>
Cc: Selectmen <selectmen@natickma.org>

Mon, Mar 5, 2018 at 4:00 PM

Thank you for your correspondence. This will be added to tonight's materials.

[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



Patricia O'Neil <poneil@natickma.org>

03/05/2018 Agenda Item # 15

2 messages

'k oakley' via Selectmen <selectmen@natickma.org>
Reply-To: k oakley <koakley@yahoo.com>
To: "selectmen@natickma.org" <selectmen@natickma.org>

Mon, Mar 5, 2018 at 4:19 PM

Dear Selectmen,

I am writing to ask that you take favorable action on Item #15 on this evening's agenda.

I am a resident of Natick for over fifty years and I am also an active member of St. Paul's Episcopal Church. I feel that opening up the permitted parking spaces in the parking lot next to Town Hall to the public after 1 pm on Friday afternoons, when the Town Offices are closed, will be appreciated and beneficial to both the public at large who frequent the shops and/or institutions in the Town as well as St. Paul's which frequently has people in need of parking near the church in order to set up for Friday and weekend church related events, ie. weddings, funerals, other services, fundraisers - the proceeds of which are given to outreach programs.

I know that Acting Town Administration Chenard has looked into this and feels that it would be worthwhile.

I also would like to request that this e-mail be made part of the record of this evenings meeting.

Thank you for your consideration,

Karen Oakley
7 Irving Road
Natick

Patricia O'Neil <poneil@natickma.org>
To: k oakley <koakley@yahoo.com>
Cc: Selectmen <selectmen@natickma.org>

Mon, Mar 5, 2018 at 4:35 PM

Thank you for your email. It will be included in this evening's materials.

[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

ITEM TITLE: Reappointment of Acting Town Administrator

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Town Charter-Article 4, Section 4-3	3/2/2018	Cover Memo
Email-J. Freedman	3/5/2018	Cover Memo

ARTICLE 4

TOWN ADMINISTRATOR

Section 4-1 Appointment, Review, Other Activities

- (a) **Appointment, Term of Office** - The board of selectmen shall appoint a town administrator to serve for a term of not less than three nor more than five years, provided, however, that the first six months of any individual's first appointment to the office shall be considered a probationary period. The board of selectmen shall make the appointment of a town administrator from a list prepared by a screening committee in accordance with procedures and qualifications established by by-law. The town administrator shall be appointed solely on the basis of his executive and administrative qualifications. He shall be a person especially fitted by education, training and previous experience in business or public administration to perform the duties of the office of town administrator.
- (b) **Review of Performance** - The board of selectmen shall annually provide for a review of the job performance of the town administrator which shall, at least in summary form, be a public record.
- (c) **Restriction on Other Activities** - The town administrator shall devote his full time to the duties of his office and shall not hold any other public office, elective or appointive, nor shall he engage in any other business, occupation or profession during his term unless such action is approved, in advance, in writing, by the board of selectmen.

Section 4-2 Powers and Duties

The town administrator shall be the chief administrative officer of the town and shall be responsible to the board of selectmen for the proper administration of all town affairs placed under his charge by or under the charter and by-laws. The powers and duties of the town administrator shall include, but are not intended to be limited to, the following:

- 1) He shall supervise, direct and be responsible for the efficient administration of all functions placed under his control by the charter, by by-law, by town meeting vote, by vote of the board of selectmen, or otherwise, including all officers appointed by him and their respective department.
- 2) He shall coordinate the activities of all town agencies under his control with those under the control of officers and multiple member bodies who are elected directly by the voters of Natick.
- 3) He shall appoint, and may remove, subject to the civil service law and any collective bargaining agreements as may be applicable, all department heads, all officers, subordinates and employees for whom no other method of selection is provided by the charter or by-laws, except persons serving under officers and multiple member bodies directly elected by the voters of Natick. Copies of all proposed appointments of the town

administrator shall be posted forthwith on the town bulletin board. Appointments made by the town administrator shall become effective on the fifteenth day following the day on which notice of the proposed appointment is filed with the board of selectmen, unless the board of selectmen shall within such period by majority vote of the full board vote to reject such appointment or has sooner voted to affirm it.

- 4) He shall, in conjunction with a personnel board established by by-law, be entrusted with the administration of a town personnel system, including, but not limited to personnel policies and practices, rules and regulations, including provisions for an annual employee performance review, personnel by-law and all collective bargaining agreements entered into on behalf of the town. He shall, in conjunction with the personnel board prepare, maintain and keep current a plan establishing the personnel staffing requirements of each town agency, except those under the jurisdiction of the school committee.
- 5) He shall attend all regular and special meetings of the board of selectmen, unless excused at his own request, and shall have a voice, but no vote, in all of its proceedings.
- 6) He shall attend all sessions of the representative town meeting and shall answer all questions addressed to him related to warrant articles and which are related to matters under his general supervision.
- 7) He shall assure that all provisions of state laws, the charter, the by-laws and other votes of the town meeting, votes of the board of selectmen and of other town agencies which require enforcement by him or by officers or employees subject to his general supervision and direction, are faithfully carried out, performed and enforced.
- 8) He shall prepare and submit, in the manner provided in Article 5, the fiscal documents pertaining to the annual operating budget and proposed capital outlay program for the town.
- 9) He shall keep the board of selectmen fully informed as to the fiscal condition and needs of the town, and shall make such recommendations to the board of selectmen and to other elected and appointive officers as he may deem to be necessary or desirable.
- 10) He shall assure that full and complete records of the financial and administrative activities of the town are kept and shall render full reports to the board of selectmen at the end of each fiscal year and at such other periods as it may reasonably require.
- 11) He shall have full jurisdiction over the rental and use of all town facilities except those under the jurisdiction of the school committee. He shall be responsible for the maintenance and repair of all town facilities, including, if authorized by a town meeting vote, those under the jurisdiction of the school committee.
- 12) He may at any time inquire into the conduct of office or performance of duty of any town officer, town employee or town agency under his general supervision.

- 13) He shall assure that a full and complete inventory of all town-owned property, both real and personal, is kept consistent with Generally Accepted Accounting Principles, including all property under the jurisdiction of the school committee and other elected town officers or multiple member bodies.
- 14) He shall be responsible for the negotiation of all contracts with town employees over wages, hours, and other terms and conditions of employment, except those under the jurisdiction of the school committee.
- 15) He shall be responsible for the purchase of all supplies, materials and equipment, and shall award all contracts for supplies, materials and equipment for all departments and activities of the town, except for the school department. He shall examine and inspect, or cause to be examined and inspected, the quality and the condition of all supplies, materials and equipment delivered to or received by any town department, except the school department. He shall, in addition, be responsible for the disposal of all surplus supplies, materials and equipment for all departments and activities of the town, except for the school department.
- 16) He may in the manner provided in Article 6 reorganize, consolidate or abolish town agencies serving under his general supervision in whole or in part, provide for new town agencies and when incident to any such organization, with the approval of the finance committee, transfer all or a portion of the appropriation made for one town agency to another.
- 17) He shall be in charge of all machines and software other than machines and software used for educational or classroom purposes, and shall allocate the use thereof among the several town agencies.
- 18) He may authorize any subordinate officer or employee to exercise any power of duty which he is authorized to perform, however, that all acts which are performed under any such delegation shall be deemed to be his acts.
- 19) He shall perform such other duties as may be required by the charter, by by-law, by town meeting vote, by vote of the board of selectmen, or otherwise.

Section 4-3 Acting Town Administrator

- (a) **Temporary Absence** - The town administrator shall, by letter filed with the board of selectmen and a copy filed with the town clerk, designate a qualified town officer or employee to exercise the powers and perform the duties of his office during his temporary absence. During the temporary absence of the town administrator, the board of selectmen may not revoke such designation until at least ten working days have elapsed, whereupon it may designate another qualified town officer or employee to serve as acting town administrator until the town administrator shall return and assume his duties.

- (b) **Vacancy** - Any vacancy in the office of town administrator shall be filled as soon as possible by the board of selectmen but pending such appointment the board of selectmen shall designate a qualified town officer or employee or other qualified individual to perform the duties of the town administrator on an acting basis. The appointment of an acting town administrator shall be for a term not to exceed three months, provided, however, a renewal, not to exceed an additional three months may be provided.
- (c) **Powers and Duties** - The powers of a temporary or acting town administrator, under (a) or (b) above, shall be limited to matters not admitting of delay and shall include authority to make appointments or designations to town office or employment, except that, for positions reporting directly to the town administrator, only an acting appointment or designation may be made.

Section 4-4 Removal and Suspension

The board of selectmen, by a two-thirds vote taken with the full board present, may terminate the town administrator from his office in accordance with the following procedure:

- (a) During probationary period: notice in writing of termination.
- (b) After probationary period: The town administrator shall not be dismissed except for inefficiency, incapacity, conduct unbecoming the office, insubordination or other good cause, nor unless at least thirty days prior to the meeting at which the vote is to be taken, he shall have been notified of such intended vote; nor unless, if he so requests in writing, he shall have been furnished by the board of selectmen with a written statement of the charge or charges or the cause or causes for which his dismissal is proposed; nor unless, if he so requests in writing, he has been given a hearing before the board of selectmen which may be either public or private at the option of the town administrator, and at which he may be represented by counsel, present evidence, and call witnesses to testify in his behalf and examine them.
- (c) Anything contained in this provision to the contrary notwithstanding, the non-renewal of the term of appointment of the town administrator shall not be considered to be a dismissal and the provisions of this Section, 4-4 (a) and (b), shall not apply.
- (d) The town administrator may be suspended from office by a procedure following the same steps outlined above for a removal.
- (e) The town administrator shall continue to receive his full salary until thirty days following the date a final vote of removal has become effective.



Patricia O'Neil <poneil@natickma.org>

Agenda Item #16 -- Reappointment of Acting Town Administrator

1 message

Jonathan Freedman <jfreedman@natickma.org>

Sat, Mar 3, 2018 at 12:51 PM

To: Selectmen <selectmen@natickma.org>

Cc: Patricia O'Neil <poneil@natickma.org>, Donna Donovan <ddonovan@natickma.org>, Bill Chenard <chenard@natickma.org>

Board members --

You will recall that we appointed Mr. Chenard as Acting Town Administrator at a special meeting on December 7, 2017. That appointment was for a three month period, as allowed under the Natick Town Charter, Article 4, Section 4-3(b), and will expire on March 7, 2018.

Additionally, you are all keenly aware that we are working towards making a permanent appointment to the position of Town Administrator, which is currently targeted for March 14, 2018.

Accordingly, I recommend that at our meeting on March 5, 2018, we exercise our obligation under the Natick Town Charter, Article 4, Section 4-3(b) and renew Mr. Chenard's appointment as Acting Town Administrator up to the date on which a permanent appointment assumes the responsibilities of Natick Town Administrator, but not to exceed three months. This will allow a sufficient period for the Board to make a permanent appointment, negotiate a contract, and for any necessary transition activities.

We can discuss as needed during the meeting on Monday.

Trish & Donna -- please append this email to the agenda materials.

Thanks,

Jon

--

Jonathan Freedman
Chair, Natick Board of Selectmen
Chair, Financial Planning Committee
Chair, Audit Advisory Committee
Vice Chair, KMS Building Committee

Please note that the Massachusetts Secretary of State considers e-mail to be a public record, and therefore subject to the Massachusetts Public Records Law (M.G.L. c. 66 § 10).

ITEM TITLE: Correspondence 3/5/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Correspondence 3/5/18	3/2/2018	Cover Memo



214 Marston Hall, University of Massachusetts, 130 Natural Resources Road, Amherst, MA 01003
413-834-3975 • Fax: 413-545-9569 • mass.gov/baystateroads

February 21st, 2017

Jeremy Marsette
Director of Public Work
75 West Street
Natick, MA 01760

MASTER ROADS SCHOLAR – Jeff Hansen

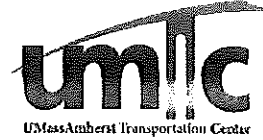
Dear Mr. Marsette:

It is with great pleasure that the Baystate Roads Program recognizes Jeff Hansen as our newest Master Road Scholar. Jeff's level of achievement required attendance at a minimum of twenty-two training seminars presented by the Baystate Roads Program.

Mr. Hansen has demonstrated his continued interest in improving operations at MassDOT by participating in these intensive training workshops. Some of the classes he attended include "All About Asphalt," "Confined Space Training," and Pavement Management Boot Camp." Each workshop requires a minimum of six hours of participation and is taught by transportation experts in specific fields.

The Baystate Roads Program is the Local Technical Assistance Program (LTAP) for the Commonwealth of Massachusetts that is designed to improve access to highway, road, and street technology and technical assistance to rural and local governments. This is accomplished by funding a variety of activities and projects those link local highway agencies, tribal governments, states, universities and the federal government. The national network of LTAP centers brings technology transfer services, products, and educational resources to the local level.

Jeff's accomplishment will be featured in the spring issue of *M3* the quarterly newsletter published by Baystate Roads with a distribution of over 3,100. His achievement as a recent Master Roads Scholar also lends itself very well to articles in local newspapers or agency notifications – a photo can be provided for these purposes. Recognition and appreciation can also be given at municipal meetings bringing his commitment to local attention.



214 Marston Hall, University of Massachusetts, 130 Natural Resources Road, Amherst, MA 01003
413-834-3975 • Fax: 413-545-9569 • mass.gov/baystateroads

In addition, Mr. Hansen will receive an engraved plaque celebrating his achievement, as well as an all-weather jacket for those variable New England seasons. His accomplishment will be announced at the next Baystate Roads Advisory Board meeting where he will be asked to provide valuable input for upcoming training seminars.

Congratulations, again, to MassDOT on the success of Mr. Hansen. Please contact my office if further information would be helpful.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher J. Ahmadian".

Christopher J. Ahmadian, P.E., MBA

Program Manager



[Login / Sign Up](#)



Master Road Scholars

What is a Master Roads Scholar?

In addition to the regular Roads Scholar award, we offer a MASTER ROADS SCHOLAR requiring the completion of 22 courses attended after July, 1995.

As with the basic Roads Scholar program, all submitted workshops must be full-day workshops versus mini-workshops. Other workshops which we co-sponsor will be evaluated individually to determine if they will count toward the 22 courses. The workshop flyer will inform you if credit will be given. All courses attended after July 1, 1995 will be valid, including those used toward a Baystate Roads Scholar certificate. Presentation of the award and an appropriate gift, along with an article of recognition in M3 Quarterly, will bring your achievement to everyone's attention.

Road Scholars

What is a Roads Scholar?

A Roads Scholar has completed 7 Baystate Roads Workshops.

These MUST be Baystate Roads Program full-day workshops. Mini-workshops, although informative, will not count towards the Roads Scholar status. Other workshops which we co-sponsor will be evaluated individually to determine if they will count toward the 7. The workshop flyer will inform you if credit will be given. All courses attended after July 1, 1995 are valid.

Upon completion of the seven workshops, you will be presented with the following:

- Framed Baystate Roads Scholar certificate
- Baystate Roads Scholar T-Shirt
- Letter of recognition to your town or city

You may be asked to confirm class participation by mailing/faxing a copy of your certificates.



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, MassDOT Secretary & CEO

massDOT
Massachusetts Department of Transportation

RECEIVED

FEB 28 2018

February 26, 2018

BOARD OF SELECTMEN
NATICK, MA

Town of Natick
Town Administrator
13 East Central Street
Natick, MA 01760

Dear Town Administrator,

We are pleased to inform you that Chapter 90 local transportation aid funding for Fiscal year 2019 will total \$200 million statewide, pending final legislative approval.

This letter certifies that, pending final passage of the bond authorization, your community's Chapter 90 apportionment for Fiscal year 2019 is \$975338. This apportionment will automatically be incorporated into your existing 10-year Chapter 90 contract, which will be available on the MassDOT website www.massdot.state.ma.us/chapter90.

The Chapter 90 program is an integral part of the maintaining and enhancing your community's infrastructure and is an essential component of our state-local partnership. We look forward to working with you in the coming year to continue the success of this program.

Thank you for all that you do to make the Commonwealth of Massachusetts a great place to live, work and raise a family.

Sincerely,

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor



NORFOLK COUNTY AGRICULTURAL HIGH SCHOOL

The County of Presidents

400 MAIN STREET, WALPOLE, MA 02081

Telephone: (508) 668-0268

Fax: (508) 668-0612

Email: ncahs@norfolkaggie.org

Web Site: www.norfolkaggie.org

TRUSTEES

EDWIN S. LITTLE, Sharon, Chairman Ext. 10599
MICHAEL McFARLAND, Quincy, Vice Chairman
PETER H. COLLINS, Milton
FRANCIS W. O'BRIEN, Dedham
JOSEPH P. SHEA, Quincy
MATTHEW J. SHEEHAN, Dedham
ELIZABETH SMITH, Franklin

TAMMY T. QUINN, Ed. D, Superintendent-Director, Ext. 11207
RICHARD D. FITZPATRICK, Business Manager, Ext. 11211
MICHAEL T. COURNOYER, Principal, Ext. 12102
HEIDI C. BLACK, Director of Special Education, Ext. 12207
LINDA M. RADZVILLA, Vocational Assistant Principal, Ext. 19128
SEAN G. CROWLEY, Academic Assistant Principal, Ext. 15119
DAWN K. CARON, Dean of Students/Director of Guidance, Ext. 13124

February 22, 2018

Town Administrator
135 East Central Street
Natick, MA 01760

Dear Town Administrator:

The Norfolk County Agricultural High School held its February 14, 2018 Board of Trustees meeting. The Board of Trustees voted on the following tuition rates for the 2018 – 2019 school year as follows:

In-County tuition rate: \$1,965.00

Out-of-County tuition rate: \$22,286.00

Currently, the town/city of Natick has the following number of students enrolled at the Norfolk County Agricultural High School:

Grade 9: 0
Grade 10: 2
Grade 11: 1
Grade 12: 0

If you require additional details, please don't hesitate to contact my office directly.

Sincerely,

Tammy T. Quinn, Ed.D.
Superintendent-Director

TTQ/ls

RECEIVED

FEB 23 2018

BOARD OF SELECTMEN
NATICK, MA

The Norfolk County Agricultural High School is an equal opportunity employer who does not discriminate on the basis of race, color, sex, gender identity, sexual orientation, religion, national origin, disability status, genetic information and testing or the Family and Medical Leave Act in its education activities or employment practices as required by Title IX of the 1972 Federal Education Amendments, by Section 504 of the 1973 Rehabilitation Act and by Chapter 622 of the General Laws of the Commonwealth of Massachusetts.

A service to Norfolk County-Regional Government representing twenty-eight communities of: Avon, Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxborough, Franklin, Holbrook, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Plainville, Quincy, Randolph, Sharon, Stoughton, Walpole, Wellesley, Westwood, Weymouth, Wrentham