

BOARD OF SELECTMEN
Edward H. Dlott Meeting Room
AGENDA
April 17, 2018
5:30 PM

Open Session Begins at 7:15 PM

Litigation

- a. Massachusetts Opioid Litigation Attorneys (MOLA)
- b. 42 West Central Street Settlement Agreement
- c. Appeal of Navy Yard Field/Mechanic Street

Real Property

- a. CRT Abutters & License Agreement
- b. Sawin House
- c. 22 Pleasant Street
- d. Appeal of Navy Yard Field/Mechanic Street

Negotiations with Nonunion Personnel: Town Administrator
Contract Update

Approve Executive Session Meeting Minutes

ANNOUNCEMENTS

- 1. James White, Director of Public Health: Recipient of MetroWest Health Foundation Deborah Blumer Community Health Leadership Award
- 2. Camp Arrowhead Residential Program
- 3. MBTA Station Public Meeting
- 4. Water Main/Hydrant Flushing
- 5. Housing Subcommittee Two-Part Workshop

WHAT'S NEW

- 6. Council on Aging Director: VIBRANT (Visually Impaired and Blind Recipients Accessing New Technology) Program

CITIZEN'S CONCERNS

APPOINTMENTS

- 7. Public Hearing: Dedication of the Square at Marion & Mansfield Street
- 8. Prevention & Outreach Program Manager
 - a. Approve Acceptance of Donation to Opioid Task Force from the Natick Elks, Represented by Richard "Butch"

Donavan

b. Approve use of Town Common, Contingent Upon
Recreation & Parks Commission Approval, for Opioid Task
Force Community Awareness Event & Art Project

9. Kristin Gentili, NPS: Request for a One Day Alcohol License
10. Red Mango: Application for a Common Victualler's License
POSTPONED AT APPLICANT'S REQUEST
11. United Auto: Application to Amend a Class II License
12. Family Promise: Request for Waiver of Trash and Recycle
Policy to Allow for Pick Up at a Commercial Building
13. Council on Aging Director: Approve MOU with the Friends of
the Natick Senior Center for the Lincoln Cafe

DISCUSSION AND DECISION

14. South Main Street Decision
15. William Chase Arena Rates
16. Marijuana Update
17. Director of Public Works
 - a. Complete Streets Grant Application
 - b. Five-Year Roadway Improvement Plan Update
 - c. Storm Water Management Oversight Committee
18. Board of Selectmen Meeting Dates
POSTPONED
19. Office Hours Schedule - April 2018-March 2019
20. Appoint Town Counsel: Murphy, Hesse, Toomey, & Lehane

COMMITTEE/PROJECT UPDATES

21. West Natick Fire Station Update
22. Camp Arrowhead Update

CONSENT AGENDA

23. Approve Parade Permit & Banner Request for Rotary Club of
Natick-15th Annual Tour de Natick Bike Ride-6/17/18
24. Approve Banner Request: Natick Youth Football &
Cheerleading 5/28-6/3/18
25. Approve Request for One-Day Entertainment Permit: Natick
Elks
26. Vote to Renew 2018 Billiards, Junk Dealer, & Taxi Cab/Livery
Licenses
27. Vote to Renew Flammable Storage Registrations

28. Approve Meeting Minutes

29. Application for a Change in Corporate Name for Bob & Holly's, LLC d/b/a Zaftigs

SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

SELECTMEN'S CONCERNS

TOWN ADMINISTRATOR NOTES

CORRESPONDENCE

Correspondence 4/17/18

Agenda Revised 4/13/18 11:00 AM

ITEM TITLE: James White, Director of Public Health: Recipient of MetroWest Health Foundation Deborah Blumer Community Health Leadership Award

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
MWHF Press Release	4/11/2018	Cover Memo

METROWEST HEALTH FOUNDATION

FOR IMMEDIATE RELEASE:
March 29, 2018

Contact: Martin Cohen
508-879-7625, ext.204
mcohen@mwhealth.org

MetroWest Health Foundation Honors Needham Board of Health and Natick's James White, Jr.

Framingham, MA – The MetroWest Health Foundation presented its 2018 Deborah Blumer Community Health Leadership Award to the **Needham Board of Health** and Natick's Director of Public Health, **James White, Jr.**

The Needham Board of Health was chosen for its decision in 2005 to set the minimum age for tobacco purchases in the town at age 21. As the first public health agency in the country to go to *Tobacco 21*, Needham set a standard that is now being replicated in cities and states across the country thereby reducing teen tobacco use rates.

James (Jim) White, Jr. is being honored for his leadership in launching the MetroWest Tobacco Control Program - a nine-town consortium that has helped align tobacco regulations and control measures across multiple jurisdiction. Through Jim' work, the MetroWest area leads the state in communities adopting 21 as the minimum purchase age for tobacco products.

The Deborah Blumer Community Health Leadership Award is named for the late State Representative Deborah Blumer, who served as the founding chairwoman of the foundation's board of trustees.

About the MetroWest Health Foundation:

The MetroWest Health Foundation is a catalyst for a healthy MetroWest, providing more than \$5 million in annual financial support for preventative and responsive health programs. Through its work on issues such as adolescent health, healthy aging and access to care, the foundation seeks to develop and support programs that have a positive impact on the health of the 25 communities in the MetroWest area of Massachusetts. To date, the foundation has provided more than \$56 million in financial support that helps residents and their families lead healthier lives.

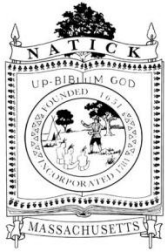
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ITEM TITLE: Camp Arrowhead Residential Program

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Memo-B. Chenard	4/12/2018	Cover Memo



Town Administrators Office

To: Board of Selectmen

From: William Chenard, Acting Town Administrator

Date: 4/12/2018

Re: Camp Arrowhead Residential

This memo outlines our recommendation for continuing the Camp Arrowhead residential program (Big RES). We will be continuing the overnight program again this year with the following recommendations;

1. Develop SOP's (I am reviewing a draft). I have asked a handful of prior staff and experts to review them. I will be reviewing and editing them prior to dissemination.
2. All staff and volunteers will complete a training program that consists of the following;
 - o Camp Policy and Procedures
 - o M.G.L Ch. 51A Mandatory Reporter Training
 - o Medication Administration Plan
 - o CPR/First Aid including Epipen
 - o Red Cross Lifeguard Certification (Lifeguards only)
 - o Waterfront Familiarization and Hazards Identification (Lifeguards)
 - o Safety Care Crisis Prevention
 - o Fire Drill and Emergency Procedures
3. Junior Counselors will age 16 and up. We may accept a limited number of volunteers below age 16.
4. Counselors/Staff who have a Bachelors Degree in a related field, or are enrolled in a Bachelors program, or have experience will be given hiring preference.
5. Program Participants will be limited to those who are 16 or older. Prior participants who are not 16 will be considered.
6. Adding some staff to cover breaks and cabin checks.
7. Performance Evaluation Procedures for staff

We will be returning to Lions Pride Camp in New Durham, NH. The camp will run seven (7) days. I would like to thank everyone who helped make this possible; especially PATH for their generous donation to help defray the costs.

ITEM TITLE: MBTA Station Public Meeting

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Meeting Announcement	4/11/2018	Cover Memo

On Wednesday, May 23 at 7PM at the Morse Institute Library, the MBTA will hold the first public meeting for the Natick Center MBTA Station Accessibility Improvement Project. This meeting will include a presentation on the new station prior to submission of the 30% design in June. The MBTA and AECOM, the project design firm, will present, answer questions and take public comment. Materials will be available for viewing after 6pm in the Lebowitz Room on the lower level. A formal announcement from the MBTA will be available in the coming weeks, including contact information for individuals who need accessibility accommodations for this meeting. This meeting will also be televised on Natick Pegasus.

ITEM TITLE: Water Main/Hydrant Flushing

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Water Main/Hydrant Flushing	4/11/2018	Cover Memo

TOWN OF NATICK
DEPARTMENT OF PUBLIC WORKS

Beginning April 23rd 2018, the Department of Public Works Water Division will begin the annual Spring Water Main and Hydrant Flushing Program throughout Town. This work will be conducted Sunday through Thursday nights during the months of April, May and June. The Department appreciates your patience with this necessary maintenance activity. Water main flushing improves water quality, ensures proper fire hydrant operation, and prolongs the life of the Town's water infrastructure. We attempt to schedule and conduct flushing in a manner that minimizes customer disruptions. However the flushing may cause some discoloration/sediment in your water. If this occurs please run your cold water faucet (preferably tub or outside spigot) until the water runs clear.

Please check the Town of Natick, Public Works Water/Sewer website at <http://www.natickma.gov/1198/HYDRANT-FLUSHING> for timely updates and locations. If you have any questions, contact the Natick Water Division at 508-647-6557.

ITEM TITLE: Housing Subcommittee Two-Part Workshop

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Workshop/Staying Put Guide	4/11/2018	Cover Memo

Our 2 part workshop will be Thursdays, May 17 and 24, from 6—8 pm. It is titled, *Home Sweet Home or Is It?* The workshop is free and sandwiches and beverages will be served.

The presenter, architect Deborah Pierce, is an expert and her published book has won praise from the Christopher Reeve Foundation as well as noted architect, Michael Graves.

The attached file was developed some time ago and illustrates the kind of assessment people will do on their current homes. We'd love to attract some empty nesters thinking of renovating their kitchens, baths, etc. so that they might incorporate changes they may need later.



STAYING PUT

A Guide to Aging in Place

by Fiorente Media
with Deborah Pierce, AIA, CAPS

STAYING PUT

Enjoying Your Home for Many Years to Come

How fortunate we are to be able to live longer! We have made great strides in disease prevention and treatment. Our reward is a longer, more vital life. Given a choice, most of us would want to stay right in our own homes as we age – close to family, friends, and a familiar community.

However, living longer presents us with new challenges. We may not want to admit it to ourselves, but our bodies will change as we age. After age 60, 1 out of every 8 men and 1 out of every 12 women report arthritis in at least one knee. One out of 6 older adults have some type of vision impairment. One out of 4 have impaired hearing.

These are not life-threatening conditions, yet they present challenges that older adults need to confront each day. More concerning, if older adults do not adapt their living environment to the needs of their changing bodies, they are more likely to have accidents. A sudden fall may jeopardize the high quality-of-life most people desire for their years in retirement. Falls account for 80% of disability (excluding

automobile crashes), and the home is where these falls are likely to happen.

Fortunately, there is a solution. With a little planning, you can adapt your home for your needs. You should start with an assessment of how well your home can be adapted to your changing needs. To help you make this assessment, we have partnered with architect Deborah Pierce, AIA, CAPS, Principal of Pierce Lamb Architects and author of *The Accessible Home* from Taunton Press.

Deborah is a renowned expert in the specialized field of Universal Design. She has worked with us at Fiorente Media to put together this very practical guide to help you evaluate your home for your changing needs. In the following pages, Deborah has broken down the home into different functional areas and listed key adaptations for each area. You will be able to calculate a score for each functional area in your home and then prioritize areas that may need to be adapted.

At Fiorente Media, we are using the power of media to improve your health and the health of your loved ones. If this guide helps you anticipate and plan changes to your home that reduce the risk of injury and improve the quality of your life as you age, then we will have fulfilled our mission.

To your good health and happiness,



Craig S. Ross, PhD, MBA

Founder, Fiorente Media, Inc.



csr@fiorentemedia.com



*Kathy Tarantola Photography
Janis Herman, Designer
(New York, NY)*

YOUR HEALTH AND YOUR HOME



Our physical health is inextricably tied to Place. So it's no surprise that so many injuries occur in the home. Slippery floors and raised thresholds make falls unavoidable, as do showers without grab bars and stairs without handrails. High bathroom humidity levels foster mildew growth and a host of breathing problems. Most people see a doctor when injury and illness occur. But with a house-call from an accessibility expert, you can avoid the pain, expense, and inconvenience of medical treatment.

When Fiorente Media asked me to collaborate on this Resource Guide I was delighted. There is a natural affinity between health care and design

professions. Architects need a clear prognosis for the processes of both aging and healing to proscribe appropriate environments. We all need homes that are safe, comfortable, and user-friendly – in other words, accessible.

The World Health Organization defines "Disability" as a mis-match between a person and the environment. In the right setting, then, disabilities actually disappear. One may still use a walker, cane, or wheelchair, but if he/she can get around the house, there is only Ability.

The US Census predicts that, by year 2035, there will be more people over-65 than under-15 in this country. The impact of this

Today's homes were built for another era – growing young families of baby-boomers. The places that sheltered children no longer work for the adults they've become.

prediction is staggering! This means fewer caregivers for a larger elderly population. Prolonging independence is not an option – it's a necessity!

There's no time like the present to begin planning for an age-friendly home! After many years in one place, though, change can be daunting. We hear about remodeling projects run amuck – endless construction and runaway budgets. We wonder if the effort and disruption is justified. The answer is a resounding "yes!" Renovation increases property value, accessible homes widen the pool of prospective buyers, and a happier you is priceless.

Around the country, homeowners are taking a second look at the building that houses so many memories. Some choose to downsize, move closer to family, or enter a senior living facility. But many are taking the plunge into renovation projects.


The design process begins with an inventory of your home. For a week, keep

a list of what you like, what's a problem, what's broken, and what could be improved upon. Having a clear description of your needs puts you squarely on track to getting them met. The next step is to seek out solutions. That's where this Resource Guide comes in. In reading through the pages that follow and doing the exercises, you'll develop a prioritized list of the activity centers that could use some improvement. With a clear set of goals, you'll be ready to put your project in motion and find the helpers who can make your dreams a reality. Relax and embrace the challenge of transforming your home. You'll be rewarded with a home that reflects who you are and all you can be. Enjoy!



Architect Deborah Pierce, AIA, CAPS

Principal Pierce Lamb Architects, Newton, MA

 csr@fiorentemedia.com

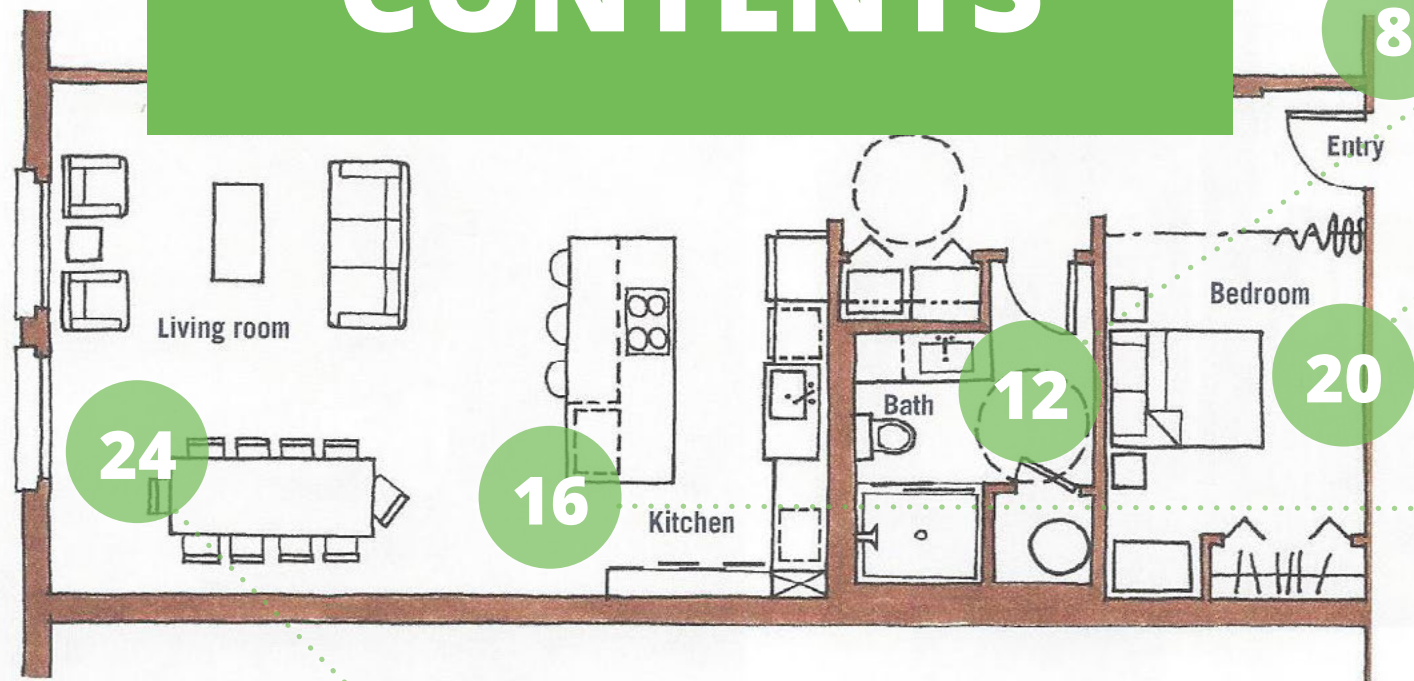
 www.fiorente.tv

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Resource Guide

ARRIVING HOME

Your home is your sanctuary.
It's a great feeling to arrive home.

Take a moment to stand in front of your home and try to imagine yourself as an older adult walking through the door. Imagine you have more difficulty moving, you are using a walker, your eyesight is poor. Your hands are stiff and your grip weak. How will these changes in your body affect the experience of arriving home? Consider these questions.

What is the lay of the land? Do you have a wide, gently sloping path to your door? How many steps are there and are they well-lit? Is there a sturdy handrail?

Take a close look at stairs leading up to the house. The steps should be evenly spaced with treads that are at least 11 inches deep and risers no more than 7.5 inches high. The handrail should be a comfortable height and solidly anchored.

Picture your approach to the house in bad weather. Is there a shelter at your front door to protect you and a friend or helper from the elements? Does the front door have a levered latch instead of a doorknob?

When you step into your home, do you have a transition space for sitting down to take off boots, hang up a coat, and stow a walker? Is there a convenient place to put down packages, keys or a purse? Is the floor space clear without mail dropping through a slot or loose rugs?

Use the table on the next page to score how easy it may be to approach and access your home as you age. You will be able to use this score as part of an overall assessment of your home as a place to stay as you age and your needs change.

An accessible entry doesn't need to be complicated: a level walkway and landing, a roof, a view, and lighting.

*Kathy Tarantola Photography
John Gordon Architect
(Bucksport, ME)*

A gently-sloped pathway complements the stairs in this Bungalow.

*Kathy Tarantola Photography
B.H. Bocook Architects
(Palo Alto, CA)*

Keyless entry systems make it easier to gain access to your home.

Yale



CHECK ONE BOX PER ROW

ARRIVING HOME SCORE	Not at all like my home	Somewhat like my home	A lot like my home
PARKING Parking or drop-off area is flat, with minimum slope for drainage, near entry to home.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
APPROACH Pathway to home is well-lit, has level surfaces, with 3 low steps or fewer.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ARRIVAL Landing is large enough for a few people, covered with a canopy or roof.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENTRY Door is easy-to-use, has lever-type hardware. Mailbox rather than door slot to keep floor areas clear.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRANSITION SPACE Mudroom/foyer with a shelf (for keys, handbag) or bench, window/sidelight	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NUMBER OF CHECKED BOXES IN THE COLUMN

POINTS

x1x2x3

NUMBER OF CHECKED BOXES x POINTS

+ + =

subtotal

BONUS

Add 1 point if your home has any of the following:

Zero steps from public way to interior of home

Handrails at both sides of each ramp or stairs

Elevator or lift, either to enter or within home


PENALTY

Subtract 1 point for any of the following:

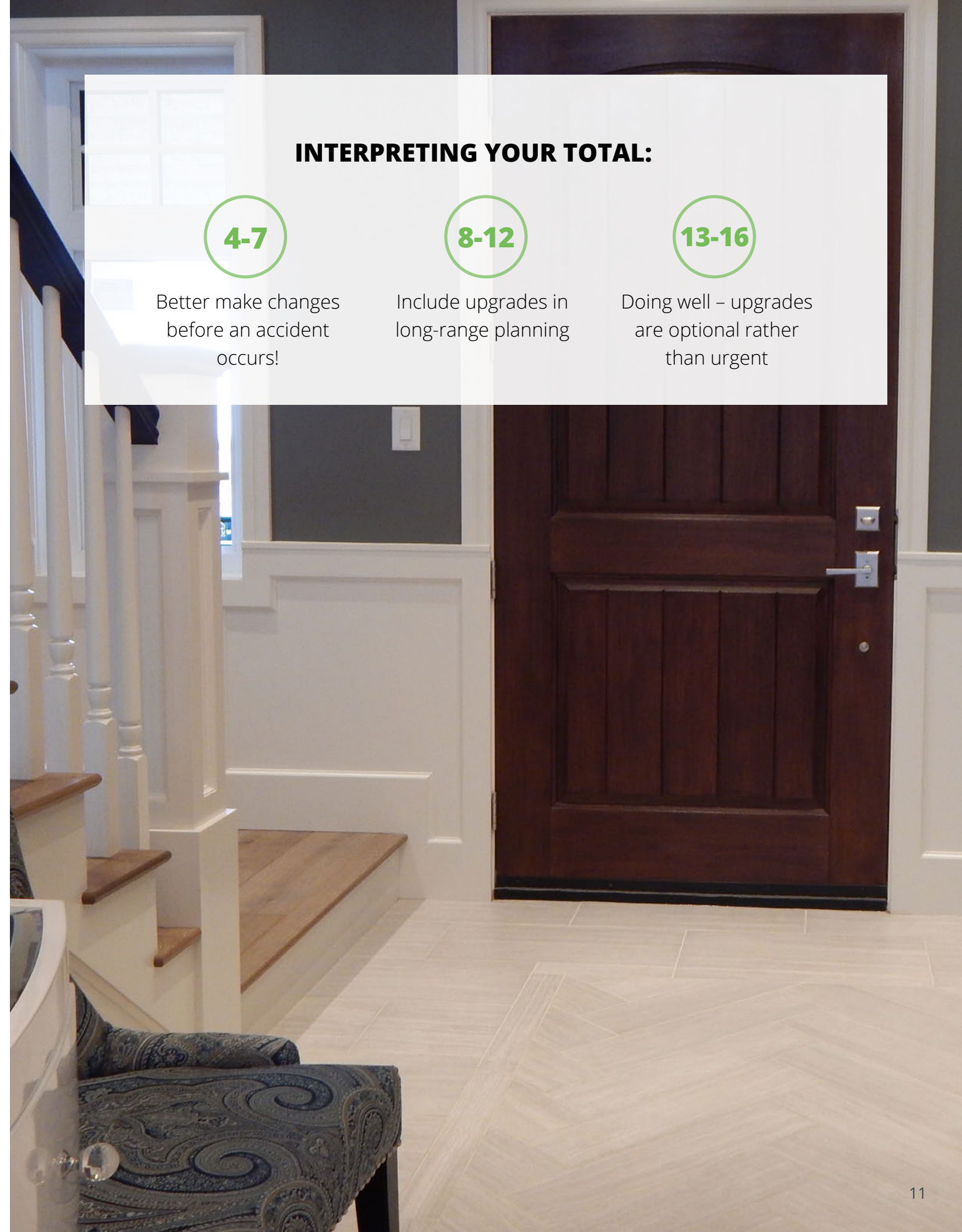
Peephole in door, no window in or beside door.

Address not visible from public way

total



Scoring Table copyright Fiorente Media, Inc. 2017, All Rights Reserved



INTERPRETING YOUR TOTAL:

4-7

Better make changes before an accident occurs!

8-12

Include upgrades in long-range planning

13-16

Doing well – upgrades are optional rather than urgent

BATHING AND TOILETING – SAFETY FIRST!

The bathroom is the most dangerous room for older adults. Consider these adaptations to avoid an embarrassing visit from your local paramedics.

BATHING AND SHOWERING

Think about replacing your bathtub with a zero-threshold shower stall with solidly anchored grab bars. Add a shelf to move shampoo and other items off the floor. Install a handheld shower-head with a separate temperature mixing valve. Add a shower chair or bench. Two things to consider about tub conversions: (a) older adults find it difficult to get in and out of a low tub and (b) walk in tubs with a raised seat are an option, but you may feel cold waiting for the tub to fill or drain before you can open the door.

TOILETING

Toilets should be 18 inches from the wall – accessible from the front and side. Consider a tankless toilet, which saves space and can be set to the perfect height for you. If not using a tankless toilet, purchase a “comfort height” toilet 17-19 inches high. A washlet or bidet is very

convenient for hygiene. Have storage near toilet for wipes, extra toilet paper, catheters or other medical products.

HAND WASHING/DENTAL HYGIENE

Consider a wall-hung sink and set at a height where the sink can be used comfortably from a sitting position. The sink should be shallow and the sink rim should be low-profile. Countertop edges should be rounded without any sharp corners. Use a lever-type faucet mounted to the side rather than the back of the sink. The mirror should be usable from a seated position.

SAFETY

Make sure you have good lighting. Porcelain or smaller tiles and larger grout lines make for a better slip-resistant surface. Resilient flooring may be cheaper than tile and can be made of non-slip materials.

A design accommodating two sinks at different heights

*Karen Tarantola, Photography
Rom Architecture Studio and Studio Pacifica, Architects (Seattle, WA)*



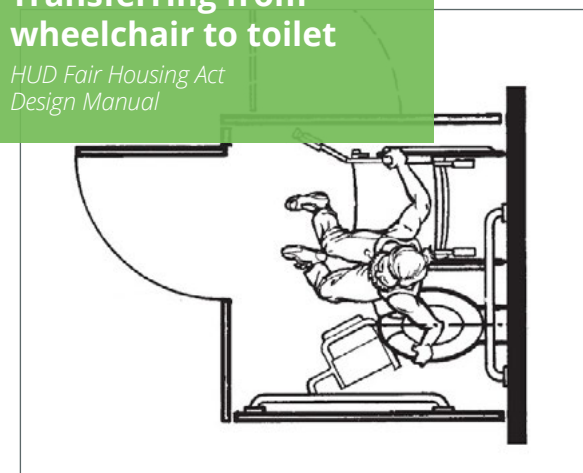
A well-designed bathroom with transfer space beside toilet

*Kathy Tarantola Photography
Architect: Burks Toma Architects
and Min/Day, Joint Venture
(Berkeley, CA)*



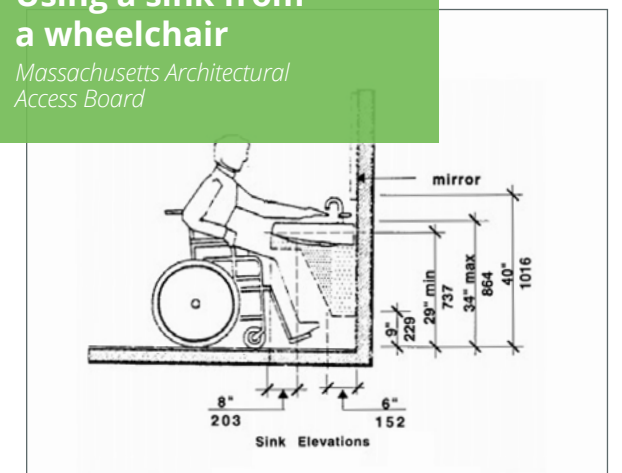
Transferring from wheelchair to toilet

*HUD Fair Housing Act
Design Manual*



Using a sink from a wheelchair

*Massachusetts Architectural
Access Board*



Visit www.fiorente.tv for a video tour of an adapted bathroom.

CHECK ONE BOX PER ROW

BATHING AND TOILETING SCORE	Not at all like my home	Somewhat like my home	A lot like my home
BATHING/SHOWERING Easy entry/exit at tub/shower areas, grab- bars, hand-shower, thermostatic mixing valve.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOILETING Comfort-height toilet, space for assisted use, flush-valve and paper dispenser within reach.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINK AREA Comfort height sink with space for personal care items, lever-type faucets.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STORAGE Dedicated areas for medicines, health and hygiene products, first aid, dental and hair care products, toilet paper.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ACCESSORIES Mirror, medicine cabinet, robe hooks, toilet paper dispenser all within seated reach, grab bars, easy-to-use shower enclosure.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NUMBER OF CHECKED BOXES IN THE COLUMN

POINTS

NUMBER OF CHECKED BOXES x POINTS

x1

x2

x3

+

+

=

subtotal

BONUS

Add 1 point if your home has any of the following:

- Bidet or self-washing toilet
- Space under sink for seated use
- Non-slip, non-trip flooring

PENALTY

Subtract 1 point for any of the following:

- Tub-only, no shower
- Plumbing controls requiring a twisting/gripping motion

INTERPRETING YOUR TOTAL:

4-7

Better make changes before an accident occurs!

8-12

Include upgrades in long-range planning

13-16

Doing well – upgrades are optional rather than urgent

PREPARING MEALS AND CLEANING UP

Functionality and flexibility are keys to adapting a kitchen space for people to enjoy into their senior years.

LAYOUT

Your kitchen layout should feature a U-shaped or L-shaped configuration with a work island or peninsula. There should be room for two people to work comfortably together in the space. All work and storage areas should minimize bending and stretching motions.

COUNTERS AND WORK SURFACES

Counters should be set at different heights to facilitate working while standing or sitting. A total of 6 feet of counter space is a comfortable minimum, with special attention to space near the sink and cooktop. Plan space for coffee-makers, toasters, and other small appliances.

CABINETS AND STORAGE

Storage cabinets and shelves should be accessible from seated and standing positions (9-54 inches above the floor).

Plan for at least one base cabinet that can be easily removed to accommodate a wheelchair. Consider cabinets with pull-out drawers and shelves to avoid the need to reach in to access items. Use “D-pull” hardware instead of knobs on cabinets.

APPLIANCES AND FIXTURES

The sink should be shallow with space underneath to use from a seated position and faucets should have lever controls. Lighting should illuminate cabinets and travel paths. Countertops should be lit with under-cabinet lighting. Refrigerator should have freezer below or to the side. Consider a countertop cook-surface with knee-space below to use from a seated position. Cooktop controls should be to the front or side of the heating elements. A separate wall oven should be set to a comfortable height for seated and standing use.

An accessible kitchen doesn't have to be big – just smart

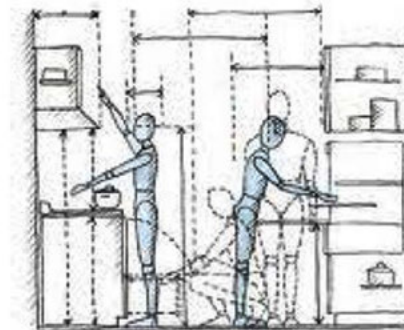
*Kathy Tarantola Photography
Janis Herman, Designer
(New York, NY)*

High and low storage makes for easy access in the kitchen

*Dale Christopher Lang, Photographer
Röm Architecture Studio and Studio
Pacifica, Architects
(Seattle, WA)*

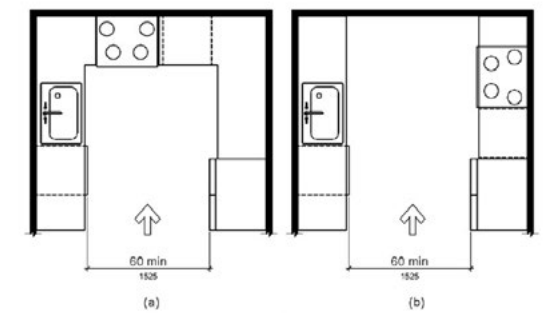
Measure your body, not just your space for ergonomic design

ADA Accessibility Guidelines



Sample U-shaped kitchen layouts

ADA Accessibility Guidelines



CHECK ONE BOX PER ROW

PREPARING MEALS AND CLEANING UP SCORE	Not at all like my home	Somewhat like my home	A lot like my home
LAYOUT Wide passageways, room for two chefs, space at major appliances for comfortable access and use.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
APPLIANCES Side-by-side fridge doors or bottom-freezer, lever faucet at sink, oven and microwave within reach.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COUNTERTOPS Counters at varied heights, adequate workspace beside sink and cooktop.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CABINETS Storage within easy reach, base cabinets with drawers, corner lazy susans, D-looped pulls.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ADAPTABILITY At least one work area can be converted for a seated user, with easily removable cabinet and flooring that extends under cabinets.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NUMBER OF CHECKED BOXES IN THE COLUMN	_____	_____	_____	
POINTS	x1	x2	x3	
NUMBER OF CHECKED BOXES x POINTS	_____	_____	_____	= _____
				subtotal

BONUS

Add 1 point if your home has any of the following:

Separate cooktop and wall-oven

Tactile/visual/audible controls at major appliances

PENALTY

Subtract 1 point for any of the following:

Sink and cooktop in separate areas of the kitchen

No under-cabinet lights

Cooktop controls at back edge (not front/side)

total



INTERPRETING YOUR TOTAL:

4-7

Better make changes before an accident occurs!

8-12

Include upgrades in long-range planning

13-16

Doing well – upgrades are optional rather than urgent

LIVING AND SLEEPING

Open living spaces offer flexibility and improve communication and functionality for visually or hearing impaired older adults. Quiet sleep spaces devoid of televisions and other screens improve sleep quality.

LAYOUT

An open floor plan for dining and socializing provides best maneuverability. If hallways connect spaces, make sure they are wide enough for 2 people, with doors that have at least 32" clear openings in case mobility devices are needed. Avoid changes in floor levels, or gently ramp or bevel floor surfaces. Consider a lift or elevator to link living areas vertically.

DINING

Formal dining rooms are falling out of fashion as people create casual eating areas around the TV or in the kitchen. If space allows, consider an island or peninsula snack bar space for meals with family and friends.

SOCIALIZING

Configure furniture arrangements for both large and small groups. Allow enough clear space for people to maneuver with walkers or wheelchairs.

SLEEPING

Insomnia is common among older adults. Create quiet sleeping spaces with sound

absorptive materials such as curtains and carpets, wall hangings, or acoustic construction details such as double-layer drywall on resilient clips. Isolate mechanical noise by mounting attic equipment on neoprene pads and insulating ductwork. Research has shown that computer screens and television may interfere with sleep, so plan for a radio or music system instead of a screen in your bedroom.

DRESSING

Consolidate all clothing in one area to dress from a single spot - near a bench or chair with a solidly anchored grab bar. Install built-in bureaus with low drawers and higher shelves for easy access, seated or standing. Install closet rods at double height to hang clothes in easy reach. Modular closet systems make efficient use closet space. Measure and organize clothing to make sure you have the right amount and types of storage and give away items that you no longer need. As with all living areas, adequate even illumination is an important safety feature to minimize the chance of injury.

Armoires and built-in bureaus can be customized to the reach-range and clothing needs of the user

*Kathy Tarantola Photography
Janis Herman, Designer
(New York, NY)*



Eliminating walls between living areas effectively enlarges each space and makes more room for maneuvering

*Kathy Tarantola Photography
Ross Chapin, Architect
(Seattle, WA)*



Plan the furniture arrangement to allow space for people using mobility devices to move about and join a social gathering

*Kathy Tarantola Photography
Pierce Lamb Architects
(Newton, MA)*



CHECK ONE BOX PER ROW

LIVING AND SLEEPING SCORE	Not at all like my home	Somewhat like my home	A lot like my home
LIVING/DINING Home has a variety of appealing spaces for being alone or with others, active and passive recreation, indoors and out.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PATH OF TRAVEL Generous halls, doorways, aisles between furnishings, comfort-height stairs and handrails.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SLEEPING Quiet area of home, generous space beside bed for wheelchair or assisted access, near bathroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DRESSING Sufficient storage to avoid clutter, with drawers and shelves for clothing, closet rod, adequate lighting.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SENSORY ISSUES Noise-reducing materials, visual links between activity areas, generous lighting, glare-free surfaces and fixtures, electrical outlets and controls within reach.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NUMBER OF CHECKED BOXES IN THE COLUMN

POINTS

NUMBER OF CHECKED BOXES x POINTS

x1

+

+

=

x2

subtotal

x3

BONUS

- Add 1 point if your home has any of the following:
- Open plan living (combined living/dining areas)
- Bedroom and bathroom on main living floor
- Built-in storage

PENALTY

- Subtract 1 point for any of the following:
- Narrow doorways (less than 32-in.)
- Tripping hazards: steep stairs, doorway thresholds.

INTERPRETING YOUR TOTAL:



Better make changes before an accident occurs!



Include upgrades in long-range planning



Doing well – upgrades are optional rather than urgent



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WORKING AND CARETAKING

Older adults today are more active than ever, and many wish to stay that way, even if they face some physical impediments. Planning for adaptable workspaces makes these wishes come true.

HOBBY AND PHYSICAL ACTIVITY AREAS

Provide appealing, well-lit areas for reading, doing arts and crafts, writing, exercising, and yoga. Place craft areas near a water source and provide for good ventilation, for convenient cleanup or odor control. Work surfaces should accommodate seated use, so install low storage with pull-out drawers. Exercise areas near a bathroom are convenient for post-workout showers. Use durable finishes with non-slip flooring.

PET AREAS

Pets provide companionship and may help soothe anxiety, provide security and peace of mind. Service dogs are being used to assist people with a variety of physical and emotional challenges. Provide space for feeding pets and storing pet food in bulk.

LAUNDRY

The laundry should be located near living spaces, ideally near sleeping and dressing areas, to minimize travel distances. Choose a side-by-side washer and dryer if space

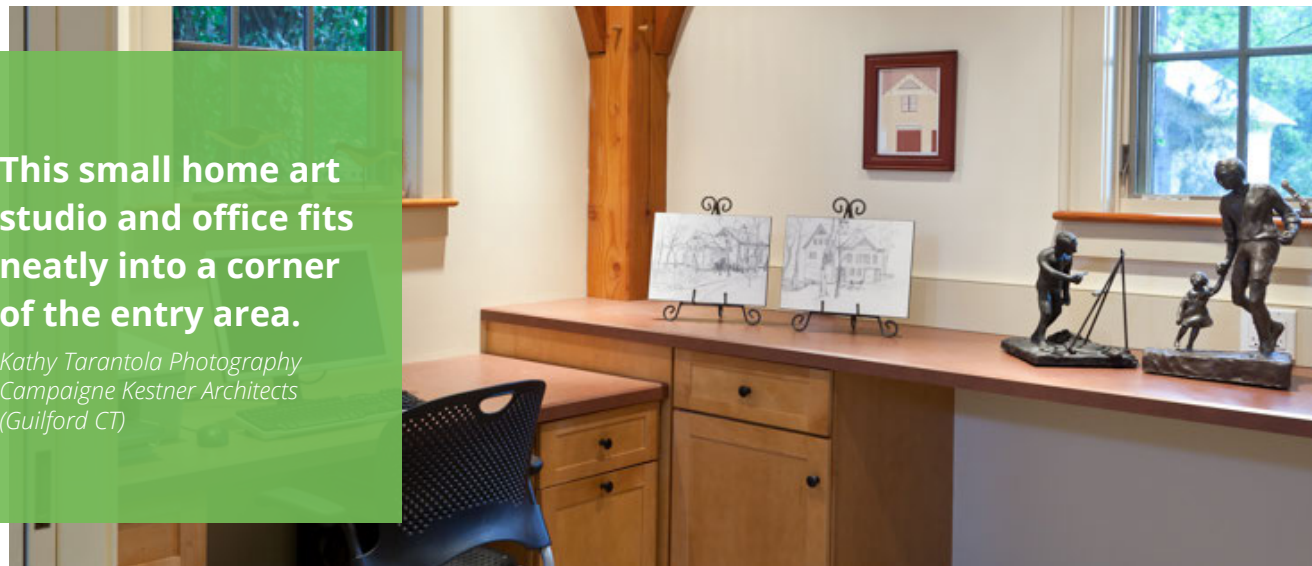
permits and install on a base or platform for easier access. Choose machines with easy-to-use controls with clear displays. Put supplies such as detergent or bleach on easily-reachable shelves. If space permits, provide a counter for folding laundry with kneespace below for a seated user.

STORAGE

Plan storage to be in easy-to-reach heights (typically 9-54 inches from the floor) and locate it near areas of use. Keep items off the floor. Plan storage for luggage, seasonal clothing, holiday decorations, and specialized activity gear such as golf bags, skis, or tennis rackets.


HEATING/ELECTRICAL SYSTEMS

Purchase thermostats that are easy to use. Radiant in-floor heat makes bathrooms and living areas comfortable and allows radiators to be eliminated. Consider a generator or battery backup to provide power for any specialized medical equipment.




This small home art studio and office fits neatly into a corner of the entry area.

*Kathy Tarantola Photography
Campagne Kestner Architects
(Guilford CT)*



Lining the wall with books makes a hallway more functional, and window seats add a welcome respite to the journey

*Kathy Tarantola Photography
Ralph Rorem Architect (Kankakee IL)*



Washer and dryer are within easy reach when placed side by side with a laundry-folding surface above

*Kathy Tarantola Photography
Campagne Kestner Architects
(Guilford CT)*

CHECK ONE BOX PER ROW

WORKING AND CARETAKING SCORE	Not at all like my home	Somewhat like my home	A lot like my home
LAUNDRY Near living/sleeping areas, front-loading easy-to-use appliances, space for hamper, and folding clothes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HOBBY/WORK AREAS Enjoyable areas for reading, arts, crafts, study, computer-use, yoga, exercise, with appropriate surfaces and plumbing/electrical services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STORAGE Space for everyday and seasonal items, easy to reach and use, hazardous areas locked or isolated.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TECHNOLOGY Comfortable indoor climate/temperature, easy-to-use controls, convenient electrical outlets/switches.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
UTILITY AREAS Durable non-slip floors and walls, easy care without self-injury, adequate light and power.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NUMBER OF CHECKED BOXES IN THE COLUMN

POINTS

NUMBER OF CHECKED BOXES x POINTS

x1

+

+

=

subtotal

BONUS

Add 1 point if your home has any of the following:

- Radiant heat in at least one room.
- Built-in storage systems
- Electricity generator

PENALTY

Subtract 1 point for any of the following:

- Pet feeding and elimination intrudes on living areas.
- Hard to clean surfaces and spaces

INTERPRETING YOUR TOTAL:

4-7

Better make changes before an accident occurs!

8-12

Include upgrades in long-range planning

13-16

Doing well – upgrades are optional rather than urgent



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total



PROJECT PLANNING AND COST

GETTING ESTIMATES

Now that you know what you’d like to do, it’s time to consider cost and priorities. Find people who have done similar projects and reach out to general contractors. Remember that estimates can be low, in the absence of a detailed work plan with drawings and product selections, so allow for a hefty contingency of 30% to 50% this early in the process. (The contingency gets reduced as the project nears completion.)

CURRENT CONDITIONS

The current condition of your home is an important factor affecting construction cost and design. Renovations can trigger requirements for building code upgrades, or simply replacing damaged building materials such as rotted framing or mildewed drywall.

ECONOMIES OF SCALE

Small bathrooms require all the same tasks and trades as larger bathrooms, which means there’s an economy of scale to consolidating several areas into one bigger job.

MATERIALS

Materials can have a large influence on total project costs. Consider balancing style and novelty with purchasing overstock products or gently-used appliances. If you purchase certain big-ticket items such as cabinets or fancy tile yourself, you’ll avoid the builder’s markup. Of course, saving money requires time, so you’ll need to consider whether the savings are worth the extra effort.

SOFT COSTS

In addition to “hard” costs of construction, most projects also entail “soft” costs for design services such as architecture, engineering, interiors, and landscaping. If you’re planning an addition, your town may require a site survey and, depending on the location or nature of your project, additional approvals such as historic, conservation, zoning variances or special permits. And of course that new room will need new furniture!

FINANCING

You’ll need to balance costs with financial resources. Talk with banks about loan amounts and terms. Check out construction loans and home equity lines of credit. Explore grants and low-interest loan programs, which may be available in many states (for an example, see the Massachusetts Home Modification Loan Program). When renovations are medically-based, your insurance may cover part of the costs. Talk with your accountant as well, for such expenses may be tax deductible and should be itemized by the builder and designer.

The chart below illustrates how to prioritize projects to adapt your home for your future needs. Just write the topic area in the first column next to its score and add any additional comments. For example, if your score for “Arriving Home” was a 10 and the major issues you noted were lack of handrails and poor lighting, then you would write “Arriving Home” in the row labeled “10” and write “handrails/lighting” under comments.

	SCORE	PROJECT AREAS	COMMENTS
URGENT	4		
	5		
	6		
	7		
LONG-RANGE	8		
	9		
	10		
	11		
	12		
OPTIONAL	13		
	14		
	15		
	16		

FINAL WORDS



Your home is filled with memories and your neighborhood is likely home to many of your closest friends. Staying put is often people's first choice when expressing a preference for a place to enjoy into their senior years. We hope this guide has provided you with valuable information about adapting your home to your changing needs so that your home remains a sanctuary, and not a trap, as you age.

You have other options for your senior years. You may find that your home has too many urgent projects and that the cost of adapting your home to your changing needs is too high. You may also consider that many of the people with whom you have shared the neighborhood for all these years may choose to move somewhere else to enjoy their senior years.

Fiorente Media will be producing additional guides for other senior living choices. If you wish to receive any of these guides, you can email us at: **info@fiorentemedia.com** with the subject line: SENIOR LIVING CHOICES.

To provide us with any feedback about this guide, please send an email to: **info@fiorentemedia.com** with the subject line: STAYING PUT GUIDE.

We have included a resource guide in the following pages for your convenience. The resource guide lists companies that provide products and services that you may find valuable as you adapt your home.



 www.facebook.com/fiorentemedia

 www.twitter.com/FiorenteMedia



RESOURCE GUIDE

Sources for faucets, toilets, and other adapted bathroom fixtures



www.shop.ferguson.com

Boston, MA 400 Lynnway Rt 1A 781-592-1200

Newton, MA 56 Ramsdell St 617-630-0100

Marlboro, MA 405 Maple St 508-481-4221

Franklin, MA 22 National Drive 508-528-0006

Manchester, NH 293 Abby Rd 603-669-8100

Portsmouth, NH 126 Bridge St 603-436-3550

Mashpee, MA 106 Falmouth Rd 508-539-8704



www.us.kohler.com/us

Natick, MA Kohler Signature Store 323 Speen St
508-720-3820

Newton Upper Falls, MA Splash 244 Needham St
617-332-6662

Waltham, MA Bath Showcase 290 2nd Ave
781-487-2211

Westborough, MA Ultimate Bath Store 74 Otis St
508-768-0365

Burlington, MA Kohler Signature Store 19 Third
Ave 781-365-0168

Worcester, MA Spritzo 660 Lincoln St
508-853-5912

Roslindale, MA Threthewey Brothers 4280
Washington St 617-325-3283

Sources for bathtub and shower conversions



www.bathfitter.com

Nationwide 888-724-6173



www.operationindependence.net

Watertown, MA 325 School St 617-923-4545

info@operationindependence.net



www.rebath.com

Nationwide 1-800-BATHTUB

Manchester, NH 61 Elm Street 603-625-0303



massachusettswalkinbathtubs.com

Massachusetts 617-209-2881



www.safesteptub.com

Nationwide 800-810-5811



bostonwalkinbath.com

Massachusetts 781-229-0072



[americanstandard-us.com/bathroom/
walk-in-tubs](http://americanstandard-us.com/bathroom/walk-in-tubs)

Nationwide



www.hydrotherapybathing.com

Nationwide 888-323-4405



www.baystatebath.com

Pembroke, MA 55B Corporate Park Drive

508-534-2262



www.ameriglide.com

Nationwide 800-347-9076



www.cleancutbath.com

Nationwide 877-882-7837



Miracle Method®
SURFACE REFINISHING

www.miraclemethod.com

Nationwide 888-271-7690



www.bathplanet.com

Woburn, MA 2 Gill St Suite J 617-202-3422



stepthroughstore.com

Nationwide 866-400-4084



freedomshowers.com

Nationwide, 877-947-7769



www.bathwraps1day.com

Nationwide 877-727-7920

Advocacy and Community Organizations



www.ageinplace.org

Boston Chapter Ryan Cook, Chair
ryan@ExpectFirstClass.com



www.mcoaonline.com

Easthampton, MA 413-527-7138



www.livinginplace.institute

Nationwide, 888-467-3220



www.nahb.org/en/learn/designations/certified-aging-in-place-specialist.aspx

Certified Aging-in-Place Specialists (CAPS)

Nationwide, 800-368-5242

Bathroom remodeling Contractors



www.colonyhome.com/our-services/bathroom-remodel

Needham, MA 280 Hillside Avenue 781-917-3090

Wellesley, MA 781-235-7799

Norwood, MA 781-278-9977



www.custombathremodeling.com

Boston, MA 855-228-4863

Metrowest Boston, MA 508-202-0017



seniorbathroommakeover.com

Nationwide 888-364-5949



www.coreremodelingservices.com

Oxford, MA 9 Malden St MA 888-959-2673



safety-care.com/bathroom_kitchen_accessible.html

Woburn, MA 781-933-7205



www.accessibleconstruction.com

Nationwide, 866-902-9800

Medical supplies



www.medicalsupplydepot.com

Nationwide, 888-476-6545



www.byrnemedicalsupplies.com

/medical-supplies/2702782

Natick, MA 16 Main St 508-545-3494



www.fdimedical.com

Natick, MA 17 South Ave 888-300-6057



www.discountmedicalsupsplies.com

Nationwide, 888-444-6741



www.hdsupplysolutions.com

Nationwide, 877-694-4932

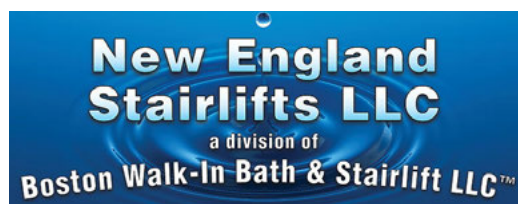
Stairlifts



www.stannah-stairlifts.com

Franklin, MA 20 Liberty Way

888-663-8401



www.nestairlifts.com

Boxborough,

MA 781-229-0072



www.liftandcaresystems.com/bruno-stair-lifts



H.D. BENNETT
Enterprises LLC

www.mobilityservicesworchester.com/stair_lift.html

New Braintree, MA 781-570-8014



www.mobilityandmore.com

Newburyport, MA 978-463-3640



www.operationindependence.net

Watertown, MA 325 School St 617-923-4545

info@operationindependence.net



FREEDOM LIFTS LLC

www.freedomliftsonline.com

Connecticut: 860-774-0736

Massachusetts: 508-669-7969

Rhode Island: 401-348-2033



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CONNECT

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FIORANTE
HEALTHDESK

Your most trusted source for health news & information

ITEM TITLE: Council on Aging Director: VIBRANT (Visually Impaired and Blind Recipients Accessing New Technology) Program

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Memo-S. Ramsey	4/13/2018	Cover Memo

April 13, 2018

TO: Board of Selectmen

FR: Susan Ramsey, COA Director

RE: VIBRANT Center at the CSC

The Massachusetts Association for the Blind & Visually Impaired (MAB) are partnering with the Natick Council on Aging to bring a VIBRANT Center to Natick. Of note is Natick resident Elaine Ellenbogan is funding the start up of this new assistive technology center for individuals who are blind or visually impaired at the Community-Senior Center. The program will operate on Tuesdays, from 9:00 am – 12:30 pm and on Fridays, from noon – 4pm by appointment.

VIBRANT Centers teach assistive technology to seniors with vision loss. A trained site coordinator oversees each center, and brings in volunteer instructors from the community who are blind or low vision assistive tech users themselves, and volunteer their time to train consumers who are new to assistive tech. Training on everything from iOS, iPhone and iPad to Mac, Windows, screen magnification and audio screen reading text to speech to Amazon's Alexa, Dragon Dictation, Comcast X1 voice system, braille lessons is available. VIBRANT staff are trained and also work closely with (MAB) occupational therapists to work with people with multiple disabilities.

Successful programs are running in senior centers in Worcester and Brookline.

WINTER

V · I · B · R · A · N · T

Visually Impaired Blind Recipients Accessing New Technologies

MASSACHUSETTS ASSOCIATION
for the
Blind and Visually Impaired
CONFIDENT LIVING WITH VISION LOSS



The Boston
Foundation



Executive Office of Elder Affairs

The VIBRANT program is a program funded through grants from the Massachusetts Councils on Aging, the Highland Street Foundation, The Boston Foundation, with guidance and assistive technology from the Massachusetts Commission for the Blind, and assistance in Worcester County from the Memorial Foundation.

Program Overview

VIBRANT was established to serve seniors not actively seeking employment. It is also inclusive to other blind and low vision individuals who are not eligible for assistive technology instruction through the standard state-funded programs. A large portion of the disabled and elderly population cannot gain access to the assistive technology training they need, therefore the Vibrant program creates a sustainable model that bridges the gap in access to these resources for seniors.

Vibrant Culture

A foundational component to vision loss is acclimating oneself by learning assistive technology. Changes in vision requires both cognitive and emotional adjustment. It can give rise to emotions of fear, which can make a person feel emotionally challenged and overwhelmed. Learning a new way to accomplish everyday tasks as your brain and body age, can be difficult. However, the quality of life a person regains through this experience is worth the investment of time and energy required.

We're here to offer guidance and support to our clients. Teaching alone is not sufficient in conveying the message that it is okay to trust this technology. Accepted interdependence toward independence reduces depression and anxiety, thus removing the stigmas attached to vision loss, aging, learned helplessness, and fear.

"You don't have to do it alone. I'm here, and I don't mind if you ask me for something. You can talk to me. I can help **YOU** do it." We teach toward the welfare of the whole person, and self-advocated success defined by the consumer, not the professional--when healthy and applicable". Sassy Outwater-Wright

We're here to take the fear out of learning new technology through repetition, laughter, shared experiences, and conversations. We use all human connections we can to facilitate comfort and trust in technology.

To find a program near you, or to become a volunteer trainer, please contact:

Phone 617-443-6636

Email ATCenter@mabcommunity.org

Email Jfeliz@mabcommunity.org

ITEM TITLE: Public Hearing: Dedication of the Square at Marion & Mansfield Street

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	4/12/2018	Cover Memo
Memo RE: Fahey Brothers Square Dedication 4/28/18-P. Carew	4/11/2018	Cover Memo

PUBLIC HEARING
BOARD OF SELECTMEN
TOWN OF NATICK

The Board of Selectmen will conduct a public hearing on Tuesday, April 17, 2018, 7:00 p.m., Natick Town Hall, Edward H. Dlott Meeting Room, 13 East Central Street, Natick, MA on the request to dedicate the square at Marion & Mansfield Street in honor of the Fahey brothers; SFC Vincent Fahey, SGT Richard Fahey, PSC Leroy Fahey, Jr., and SGM James Fahey. Anyone wishing to be heard on this matter is asked to attend the meeting at the date and time mentioned above.

Michael J. Hickey, Jr., Clerk



Paul E. Carew
Director Veterans Services
VVA Accredited Service Representative

Sheila Young
Executive Assistant

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

March 19, 2018

Board of Selectman

I am presenting the Fahey Brothers for a square dedication. We wish to have this at Marion and Mansfield Streets. We are looking at Saturday April 28 at noon. I am waiting for word on family members living out of state. Richard Fahey was a retired NFD Chief and decorated WWII Marine having fought in the islands of the South Pacific.

There are four brothers as follows. Korea and WWII.

***Vincent Dalton Fahey Navy / Seaman First Class
World War II Victory Medal, American Campaign Medal, Asiatic-Pacific Medal
**Richard Dennis Fahey Marines / Sergeant
WWII Victory Medal, Asiatic-Pacific Medal
**Fahey, Leroy G Jr Army / Private First Class
WWII Victory Medal,, Army of Occupation Medal
**Fahey, James Patrick Army / Sergeant Major
Bronze Star Medal, Army Commendation Medal w/3 oak leaf clusters, National Defense Service Medal w/1 oak leaf cluster, Korean Service Medal, United Nations Service Medal, Vietnam Service Medal, Vietnam Campaign Medal, Vietnam Cross of Gallantry w/palm, Armed forces Expeditionary Medal Korea, Good Conduct Medal eighth award, Meritorious Service Medal, Legion of Merit*

There could be some minor changes to the awards, medals section. I have gave a copy to a member of the Fahey Family, Richard Fahey who proposed this square.

Thank you

Paul E. Carew

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

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

Ms. Young: 508-647-6400 ext 1900

Fax: 508-647-6549

Email: pcarew@natickma.org "We fought together now let's build together"

ITEM TITLE: Prevention & Outreach Program Manager

ITEM SUMMARY: a. Approve Acceptance of Donation to Opioid Task Force from the Natick Elks, Represented by Richard "Butch" Donovan
b. Approve use of Town Common, Contingent Upon Recreation & Parks Commission Approval, for Opioid Task Force Community Awareness Event & Art Project

ATTACHMENTS:

Description	Upload Date	Type
Request to Accept Donation-J. White	4/11/2018	Cover Memo
Town Common Application	4/11/2018	Cover Memo
Town Common Event	4/12/2018	Cover Memo



NATICK BOARD OF HEALTH
13 East Central Street
Natick, MA 01760

Phone 508-647-6460
Fax 508-647-6466

MEMO

DATE: March 29, 2018
TO: Amy K. Mistrot, Chair Board of Selectmen
FROM: James M. White, Jr., Director of Public Health
RE: Donation



The Natick Board of Health requests permission to accept a check in the amount of \$2,069.00 as a donation from the Natick Lodge B.P.O. Elks, No. 1425, Inc.

This is a thoughtful and generous donation to the Natick Opioid Task Force.

I am requesting the check be deposited and held to be expended for the use of the Opioid Task Force at the discretion of the Public Health Director, under the direction of the Natick Board of Health.

Thank you for your consideration.



Natick Recreation and Parks Department

"Create Community through People, Parks and Programs"

Common Use Application

Please Print

Organization Town of Natick opioid Task Force Contact Person Katie Sugarman
 Address 117 E. Central St. Town, State, ZIP Natick, MA 01760
 E-mail Address csugarman@natickma.org
 BUSINESS Tel # (508) 647-6623 CELL Phone (617) 877-1014
 Activity Natick Opioid Task Force Community Awareness Event & Art Project
 Date May 19, 2018 Time Set-up: 11:00 AM - Breakdown: 4:00 PM
Event: 12:30 PM - 2:30 PM
 Start End

Will income be derived? Yes ☐ No ☒ Is affair open to public? Yes ☒ No ☐ Est. attendance 200
 Is Electricity Needed? Yes ☒ No ☐
 Additional Barrels? Yes ☒ No ☐
 Additional Needs? Yes ☒ No ☐

Please list all additional needs Electricity at gazebo for microphone/PA system, possibly water for art project clean-up. Event partners will bring tables and tents (weighted per Rec. & Parks guidelines) for educational information, resources and art project.

OFFICE USE ONLY

Deposit Received \$ _____ Fee Received \$ _____



Cash



Check # _____



Visa/MC/Discover

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

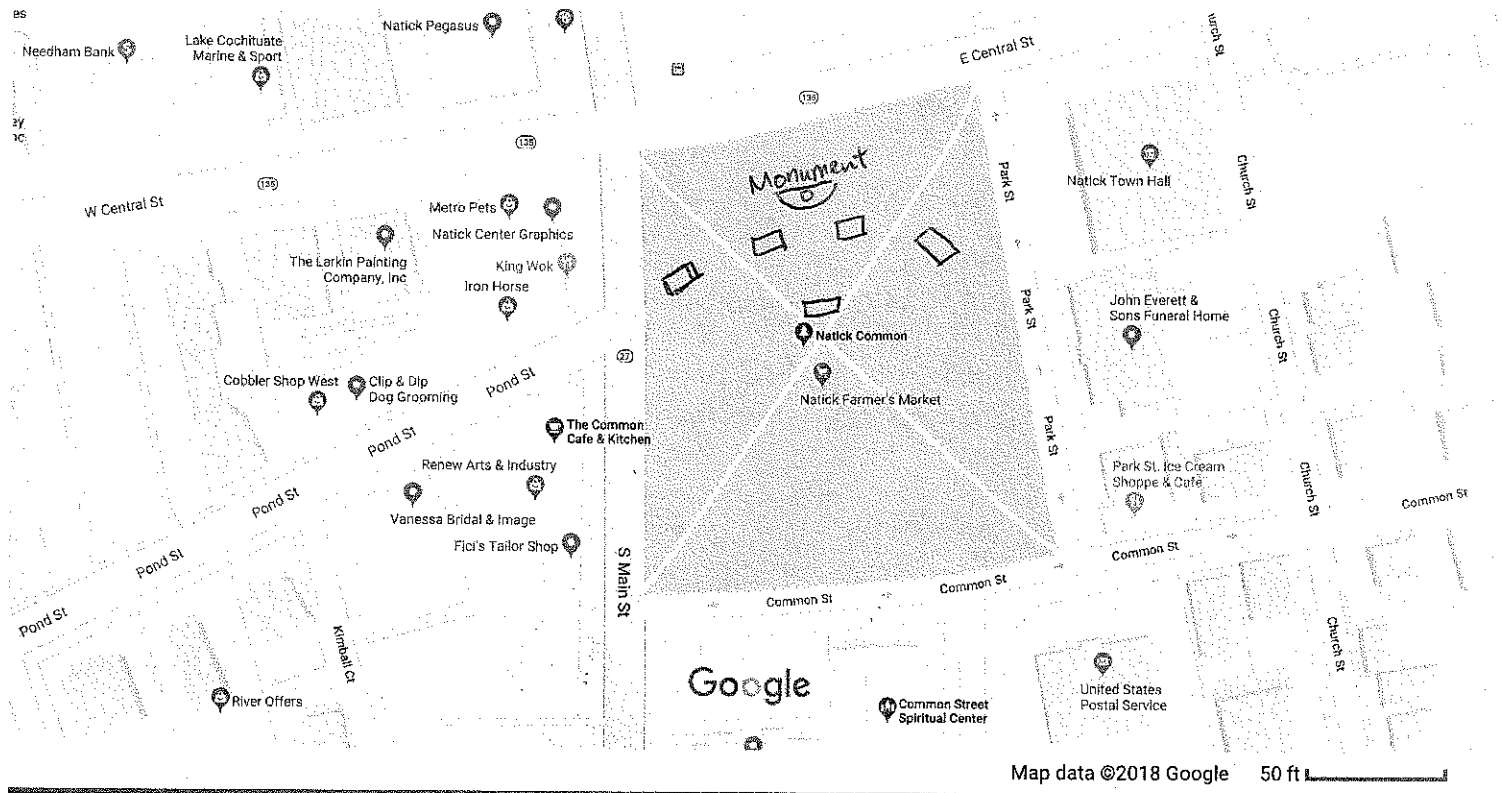
I have read the Policies Governing use of the Natick Common, and I agree to abide by said policies for the event that I and/or my organization is sponsoring on the Natick Common. My signature also guarantees that I assume the responsibility for any or all violations of Common Policies that occur on the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

SIGNATURE: _____

TITLE: _____

DATE: _____

Google Maps natick center common



□ = Tables with tents to create "stations" for different topic areas. The numbers of tables and tents are still being determined.

Opioid Task Force Community Awareness Event & Art Project

While an increasing number of Natick residents are aware of the opioid crisis in Massachusetts and across the nation, many remain unaware of the Natick's response to the crisis, how to reduce the risk of addiction in their homes, what to do if their family experiences a substance use disorder, and what they can do to reduce stigma and support community efforts to stem the tide of the opioid crisis. 'Stations' touching upon these themes will be set up on the north side of the Common with volunteers and signage that will direct community members towards information on these topics. Additionally, residents of all ages will be engaged in the creation of a community art project that will be publicly displayed in Natick after the event.

ITEM TITLE: Kristin Gentili, NPS: Request for a One Day Alcohol License

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	4/12/2018	Cover Memo
Police Recommendation	4/12/2018	Cover Memo



Natick Public Schools

13 East Central Street
Natick, Massachusetts 01760
FAX (508) 647-6506

Building the Future, One Child at a Time

Kristin Gentili

Director of Food Services
(508) 647-6611

Dear Selectman,

Aramark at Natick Public Schools will be collaborating with the Natick Athletic Hall of Fame to host the Athletic Hall of Fame dedication event, for our fourth year. This event will be held on May 19, 2018 at the Community Center, 117 East Central Street, with the expectation of 300 guests. A one day liquor license is requested to serve beer and wine to the past and present inductees. Aramark will be handling the purchase of the alcohol as well as hiring tip certified bartenders for the event.

If you have any questions or concerns, please contact me at 508-647-6611.

Sincerely,

Kristin Gentili

Kristin Gentili RD, LDN
Director of Food Services
15 West Street
Natick MA 01760
508-647-6611
kgentili@natickps.org

Donna Donovan <ddonovan@natickma.org>

Re: Athletic Hall of Fame - Liquor Approval by Selectman

1 message

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

Wed, Mar 28, 2018 at 5:22 PM

Donna,

Upon review we would recommend approval and as in past years request that one police detail officer be requested as part of the permitting process. We would also request that all servers of alcoholic beverages be given a copy of the Town's policy regarding this service and be in compliance during the event.

Respectfully,

Lt. Brian G. Lauzon

On Mon, Mar 26, 2018 at 1:01 PM, Donna Donovan <ddonovan@natickma.org> wrote:

>

> Donna Donovan

> Senior Executive Assistant

> Town of Natick

> 508-647-6410

>

> ----- Forwarded message -----

> From: Gentili, Kristin <kgentili@natickps.org>

> Date: Mon, Mar 26, 2018 at 12:54 PM

> Subject: Athletic Hall of Fame - Liquor Approval by Selectman

> To: Donna Donovan <ddonovan@natickma.org>

>

>

> Hi Donna,

>

> I am reaching out for our annual Athletic Hall of Fame one day liquor and
> malt license for this year. The Hall of Fame is on May 19th at the Community
> Center. I attached the updated letter. Alcohol will be served from 5pm-9pm.

>

> Please let me know if there is anything else you need from me!

>

>

> Kristin Gentili RD, LDN

> Foodservice Director

> 508-647-6611

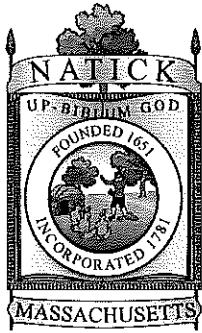
>

ITEM TITLE: Red Mango: Application for a Common Victualler's License

ITEM SUMMARY: POSTPONED AT APPLICANT'S REQUEST

ATTACHMENTS:

Description	Upload Date	Type
Application	4/11/2018	Cover Memo
Police Recommendation	4/12/2018	Cover Memo



Office Use Only:

Date Pmt Rec'd: _____ Fee Paid: \$ _____ Check No: _____

Does application meet all applicable zoning by-laws? _____

TOWN OF NATICK

COMMON VICTUALER LICENSE APPLICATION

For Calendar Year 2018 Date Submitted _____

☒ 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:

OSHIBI GROUP, LLC

Name of Establishment (d/b/a) Red mango

Address of Establishment 1245 Worcester St Suite 2042, Natick MA 01760

Mailing address (if different from establishment) same as establishment

62 Rockland St N Easton MA 02356

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

Hyeri Yi

Email Address redmango617@gmail.com Phone 617-543-8277

Manager of Establishment Hyeri Yi

Email Address redmango617@gmail.com Phone 617-543-8277

If Business is a Corporation, Corporate Name and Officers NA

If Business is an LLC, List of Members Hyeri Yi

Establishment's Days and Hours of Operation Monday - Saturday 10Am-9pm, Sunday 11Am-6pm

Number of Staff 4 Number of Seats 11

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

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

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

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

Date of Birth 01/04/1972

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 Hyan Yi Date 3/24/2018

By Corporate Officer HA Hyan Yi Date 3/24/2018
(If applicable) HY 3/24/18

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)



UTICA NATIONAL INSURANCE GROUP
180 Genesee Street
New Hartford, NY 13413

WC 000001A

Issuing Company: Utica National Assurance Company
MEMBER OF UTICA NATIONAL INSURANCE GROUP

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Information Page

1. The Insured and Mailing Address:

Oshibi Group LLC DBA Red Mango
c/o Hyeri Yi
62 Rockalnd Street
NORTH EASTON

MA 02356

Policy Number: 5128679

Prior Policy Number:

Producer: G B Nickerson Ins Agy Inc
321 Boston Post Rd, Suite 4c
Sudbury, MA 01776

Entity of Insured: LLC

Producer Number: 70124

Other workplaces not shown above:

SIC#: 58127

Insured's I.D. Number: 824671797

NCCI Company Number: 36587

Risk I.D. Number:

2. The policy period is from 05/01/2018 to 05/01/2019 12:01 AM Standard Time at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: MA

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A.
The limits of our liability under Part Two are:

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Policy Limit
Bodily Injury by Disease	\$1,000,000	Each Employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

All States except those listed in Item 3.A., ND, OH, WA, WY

D. This policy includes these endorsements and schedules:

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans.
All information required below is subject to verification and change by audit.

<input type="checkbox"/> See Extension of Information Page Classifications	Code No.	Premium Basis Total est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Minimum Premium: \$ 216	MA	Expense Constant		\$
Employer's Liab Minimum Premium: \$		Total Estimated Annual Premium		\$ 733
If indicated below, interim adjustments of premium shall be made:		Deposit Premium		\$ 733

Issuing Office: New Hartford, NY 13413

Date of Issue: 03-29-2018

Countersigned by

Shannon C Peck

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
EXTENSION OF INFORMATION PAGE**

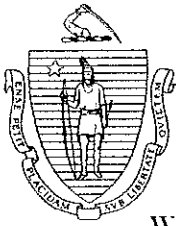
Item 4. Continued

Page: 1

NCCI Company Number: 36587

Policy Number: 5128679

Classifications	Code No.	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
State: MA Location #:1 Store: Retail Noc (8017) 8017 Term: (05/01/18-05/01/19)	8017	40,000 S	1.07	\$428
Term: (05/01/18-05/01/19)				
Manual Premium				\$428
Rate Deviation	9037		- .20	-\$86
Employers Liability	9812		2%	\$7
Employers Liability to Minimum	9848			\$68
Waiver of Subrogation	0930		.040	\$14
Subject Premium				\$431
Standard Premium				\$431
Loss Constant	0032			\$20
Expense Constant	0900			\$250
Certified Acts of Terrorism (CAOT)	9740		.0300	\$12
DIA Assessment			.0456	\$20
Total State Premium				\$733



The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: Builders/Contractors/Electricians/Plumbers.
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Name (Business/Organization/Individual): Red Mango/ OSHIBI GROUP LLC/ Hyeri Yi

Address: 1245 Worcester St, Suite 2042

City/State/Zip: Natick/ MA/ 01760

Phone #: 617-543-8277

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 4 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required.]
3. ☐ I am a homeowner doing all work myself. [No workers' comp. insurance required.]†
4. ☐ I am a homeowner and will be hiring contractors to conduct all work on my property. I will ensure that all contractors either have workers' compensation insurance or are sole proprietors with no employees.
5. ☐ I am a general contractor and I have hired the sub-contractors listed on the attached sheet. These sub-contractors have employees and have workers' comp. insurance.‡
6. ☐ We are a corporation and its officers have exercised their right of exemption per MGL c. 152, §1(4), and we have no employees. [No workers' comp. insurance required.]

Type of project (required):

7. ☐ New construction
8. ☐ Remodeling
9. ☐ Demolition
10. ☐ Building addition
11. ☐ Electrical repairs or additions
12. ☐ Plumbing repairs or additions
13. ☐ Roof repairs
14. ☐ Other _____

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

†Homeowners who submit this affidavit indicating they are doing all work and then hire outside contractors must submit a new affidavit indicating such.

‡Contractors that check this box must attach an additional sheet showing the name of the sub-contractors and state whether or not those entities have employees. If the sub-contractors have employees, they must provide their workers' comp. policy number.

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

Insurance Company Name: Utica National Insurance Group

Policy # or Self-ins. Lic. #: 5128679

Expiration Date: 5/1/2019

Job Site Address: 1245 Worcester St, Suite 2042 City/State/Zip: Natick/MA/01760

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

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

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

Signature: Hyeri Yi

Date: 3/30/2018

Phone #: 617-543-8277

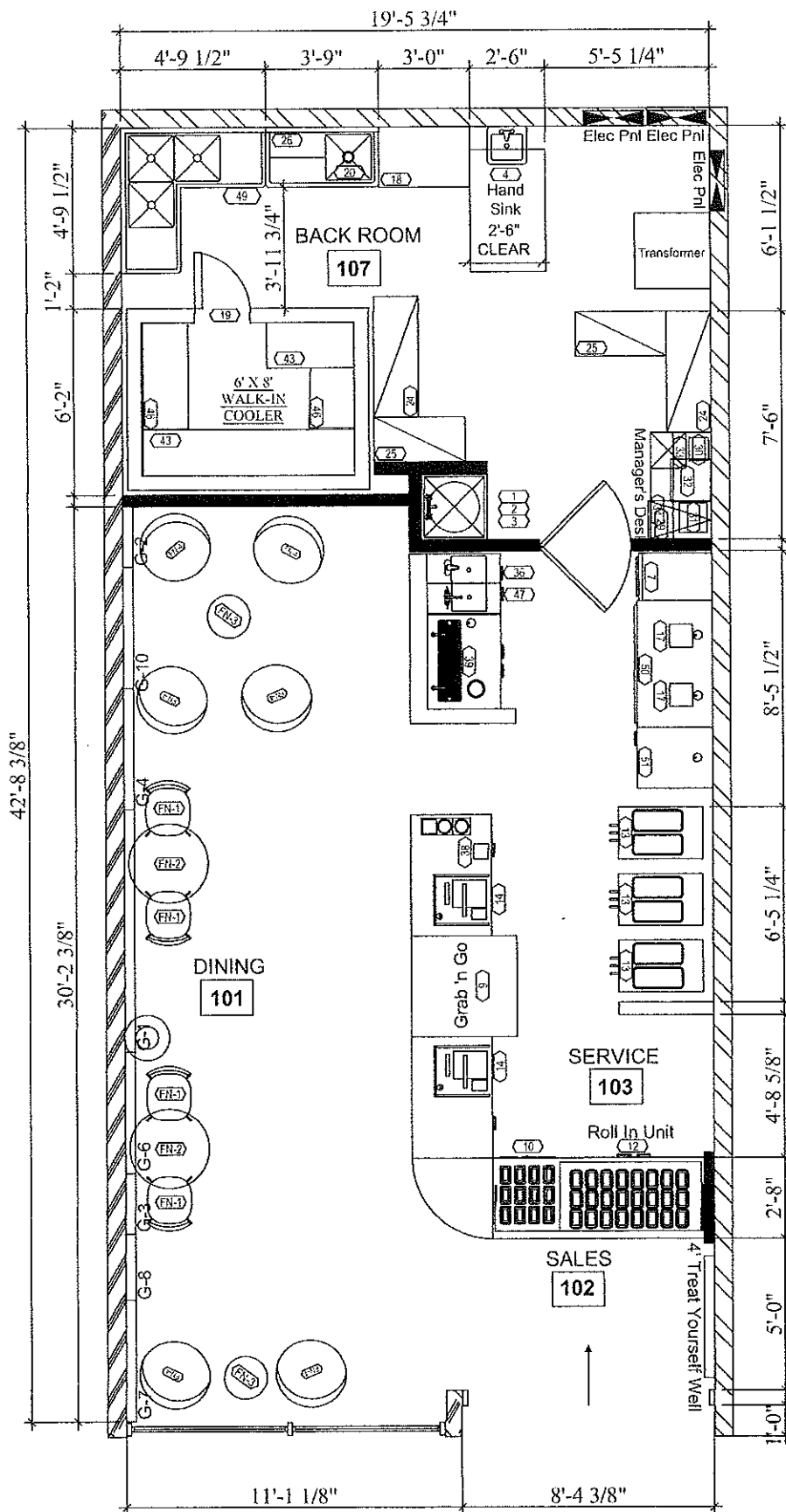
Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Electrical Inspector 5. Plumbing Inspector
6. Other _____

Contact Person: _____ Phone #: _____



Design Intent Layout
NOT TO SCALE

2.1.10

1245 Worcester Street, Suite 2042
Natick Mall
Natick, MA 01760

878 SF

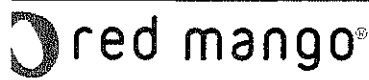
red mango®

FOOD SERVICE EQUIPMENT LIST
FOR
RED MANGO - CEDAR SPRINGS

FOOD SERVICE EQUIPMENT LIST					
ITEM NO.	EQUIPMENT DESCRIPTION	MODEL/MFG.	SIZE (WxDxH)	INSTALLATION RESPONSIBILITY	REMARKS
1	Stainless Steel Map and Brown Rack	#223 x 24, Seabak Stainless Equipment, Inc.	24"x24"	Provided and installed by General Contractor	Mount @ 9" below underside of outer header platform
2	Map Sink	#2000-24, Zurn Light Commercial Plumbing Products	24x24x10	Provided and installed by General Contractor	
	Faucet (goosene bracket mount w/ threaded outlet, and bronze end pullout)	#2343K1, Zurn Light Commercial Plumbing Products	N/A	Provided and installed by General Contractor	
3	Electric Water Heater	See Plumbing Drawings	See Plumbing Drawings	Provided and installed by General Contractor	Provide drain pan w/ overflow drain piping to mop sink
4	Hand Sink w/ Faucet	#880-1480-BMT, Action Sales	15-3/4"x13"	Provided by RM and installed by General Contractor	
	Towel Dispenser and Soap Dispenser	#1407BK, San Janitor®	6.5"x11.825"	Provided and installed by RM Vendor	*Towel towel dispenser can be provided by Syco and installed by GC; countertop dispensing unit using 8" diam. roll
		#3007BK, San Janitor®	4.5"x3.75"x10.5"	Provided and installed by RM Vendor	*Soap dispenser can be provided by Ecolab through Syco and installed by Ecolab; use RM roll soap-dispensing soap
5	Metal Lockers (2-lock)	Provided by Red Mango	12"x15"x18"	Provided and installed by RM Vendor	*Installed to verify size of locker compartment required by building/health departments
6	Double Swing Self-Closing Door w/ 18"1/2" x 11" glass	A-89-4, Olean Color Match with color	30"x64"x1"	Provided and installed by General Contractor	*Installed to specify door plastic laminate color to match rest of color; laminate to be 18 gc stainless steel
7	Ab-coated Ice Maker and Built-in Storage Bin	#04-038M, Hoshizaki America, Inc.	18"x24"x20"	Provided and set in-place by RM Vendor*	*General Contractor to provide final plumbing connections
8	Water Filter	MC-1, Hoshizaki America, Inc.	3" diam. x 30"	Provided and set in-place by RM Vendor*	*General Contractor to provide final plumbing connections
9	Quick 'n' Go Chest	Metabo Solutions AST-41	41x23.8"x23.5"x15.5"	Provided and installed by RM Vendor	
10	Dry Topping Containers (Bolt Mount)	#862, Browne Hideo	4.875" diam. x 5.5"	Provided and installed by RM Vendor	Containers 01 in toppling for mounting; network vendor to verify dimensions for countertop cut-out
11	Showerguard	Part of fixture package	N/A	Provided and installed by RM Vendor	Integrate with fixture around of refrigerated topping bar
12	Refrigerated Prep Table w/ Refrigerator below (Built-in Topping Bar)	#248-125, Carter/Denverco-Air	44"x23"x41.125" (35.5" to prep table surface)	Provided and installed by RM Vendor	Fix in future around
13	Soft Serve Freezer	#784, Taylor Company	26"x30.25"x20"	Provided and installed by Vendor; see PlanSheet	*Contractor to be present during installation of equipment
14	PDS and Receipt Printer	#PDS 2015/MS 5, Micra	See Equipment Specifications	Provided and installed by Micra Vendor	DLS service required for installation of equipment
15	PDS Cash Drawer	1x 7in Cash Drawer, Micra	See Equipment Specifications	Provided and installed by Micra Vendor	Fix under counter
16	Child Cocking System	N/A	N/A	N/A	
17	Blender	13A, Q-Series, Blendtec	9"x9"x17"	Provided and installed by RM Vendor	
18	Stainless Steel Work Table w/ Underhaul	#705-2430, Aero Manufacturing Company	30"x24"x34"	Provided and installed by RM Vendor	*To agree on approved by Red Mango, Inc.
19	W6-In Cooler	#087706, Inc-Lake, Inc.	6'-0"x15'-0"x7'-7"	Provided and installed by RM Vendor	
20	1-comp Prep Sink w/ Drainboard	#986-16-17-10-N, Action Sales	24"x10"x15" (36" to drainboard surface)	Provided and set in-place by RM Vendor*	*General Contractor to provide final plumbing connections
	8" Backsplash Control Valve w/ 2" Sheld Spout Faucet	#1353 w/ #3061, Fisher Manufacturing Company	See Equipment Specifications	Provided and set in-place by RM Vendor*	*General Contractor to provide final plumbing connections
21	Pre-rinse w/ 12" Sheld Spout Faucet	#438K, Fisher Manufacturing Company	See Equipment Specifications	Provided and set in-place by RM Vendor*	Pre-rinse unit may arrive as assembled unit or component parts requiring assembly as part of installation
					*General Contractor to provide final plumbing connections
22	SL 33, 3-comp Sink w/ Drainboards each side	#986-16-27-20, Action Sales	34"x24"x10" (36" to drainboard surface)	Provided and set in-place by RM Vendor	
23	SL 33, 3-comp Sink w/ Drainboards each side	Action Sales	57.5"x24"x10"	Provided and set in place by RM Vendor	
24	Adj. Zinc Wire Shelving (48" Wide)	SHELF-29C, Action Sales	48"x18"x8"	Provided and installed by RM Vendor	
25	Adj. Zinc Wire Shelving (36" Wide)	SHELF-29C-103A, Action Sales	36"x18"x8"	Provided and installed by RM Vendor	

FOOD SERVICE EQUIPMENT LIST
FOR
RED MANGO - CEDAR SPRINGS

FOOD SERVICE EQUIPMENT LIST					
ITEM NO.	EQUIPMENT DESCRIPTION	MODEL/MFG.	SIZE (WxDxH)	INSTALLATION RESPONSIBILITY	REMARKS
26	SL 33, 3-comp Sink w/ Drainboard each side (48" Wide)	#986-1448336C, Action Sales	48"x14"	Provided and installed by RM Vendor	
27	SL 33, 3-comp Sink w/ Drainboard each side (36" Wide)	#986-1436336C, Action Sales	36"x14"	Provided and installed by RM Vendor	
28	SL 33, 3-comp Sink w/ Drainboard each side	Provided by RM	20"x18" (approx.)	Provided and installed by RM Vendor	
29	2-Drawer File Cabinet w/ Lock	(Part of Staples office supplies order)	15"x25"x20"	Provided and installed by RM Vendor	File under Manager's desk
30	Main Player	Provided by RM	6"x12"x6" (approx.)	Provided and installed by DMO Vendor	Player is proprietary and is required; speakers and amp are preferred, but not required; use space for speaker and amp controls
31	Printer/For	#P2010, Hewlett Packard	17.0"x10.2"x5.5"	Provided and installed by RM Vendor	Fix on shelf above desk
32	Digital Video Recorder	Provided by ADP	14"x10"x2" (approx.)	Provided and installed by ADP	*Security system vendor is RM's choice; ADP is preferred vendor
33	Cash Safe	#0020-002, Amerex	14"x14"x20"	Provided by RM and installed by General Contractor	Fix under Manager's desk
34	Manager's Desk	Built-in counter by GC	Field verify dimensions	Provided and installed by General Contractor	*RM choice to provide free-standing desk; minimum size to be 36"x24"
35	Dirty Towel Storage	Provided by RM	20" Diam.	Provided and installed by RM	
36	Drop-In Hand Sink	#89-10-14-6.5-1, Eagle Group (w/ goosene faucet and strainer)	10"x14"x8.5" (bowl size)	Provided and installed by RM Vendor	*General Contractor to provide final plumbing connections
	Towel Dispenser and Soap Dispenser	#1407BK, San Janitor®	6.5"x11.825"	Provided and installed by RM Vendor	*Towel towel dispenser can be provided by Syco and installed by GC; countertop dispensing unit using 8" diam. roll
		#3007BK, San Janitor®	4.5"x3.75"x10.5"	Provided and installed by RM Vendor	*Soap dispenser can be provided by Ecolab through Syco and installed by Ecolab; use RM roll soap-dispensing soap
37	BOH Computer (Uninterrupted Power Source)	Provided by Micra	13.4"x15"x5.94" (#3700)	Provided and installed by Micra Vendor	Fix on desk or on shelf above desk
		#PC Base-UP 500 VA (Part of Staples order)	3.5"x11.2"x5.5"	Provided by RM Vendor and installed by Micra Vendor	Fix on desk or on shelf above desk
	17" Microstream LCD Monitor	#M17C, Compex Frontiers (Part of Staples order)	6"x18"x20"	Provided by RM and installed by Micra Vendor	Fix on desk
38	PDS Label Printer	#PM-190, Epson	5.5"x5.5"x4"	Provided and installed by Micra Vendor	Fix on counter
39	Glove Filter w/ Sink Assembly	#1400, Fisher Manufacturing Company	10.125"x8.5"x10"	Provided and set in-place by RM Vendor	*General Contractor to provide final plumbing connections
40	Cup Dispenser	#2410C, San Janitor	5.75"x13.75"	Provided and installed by RM Vendor	Installed in millwork by Millwork Vendor
41	Cup Dispenser	#2010C, San Janitor	3.25"x13.75"	Provided and installed by RM Vendor	Installed in millwork by Millwork Vendor
42	Not Used	N/A	N/A	N/A	
43	Adj. Epoxy-coated Wire Shelving (48" Wide)	#943F-08-1800, Action Sales	50"x18"x8"	Provided and installed by RM Vendor	
44	Adj. Epoxy-coated Wire Shelving (48" Wide)	N/A	N/A	Provided and installed by RM Vendor	
45	Adj. Epoxy-coated Wire Shelving (36" Wide)	N/A	N/A	Provided and installed by RM Vendor	
46	Adj. Epoxy-coated Wire Shelving (24" Wide)	#102F-08-1024, Action Sales	24"x18"x8"	Provided and installed by RM Vendor	
47	Drop-In Hand Sink	#89-10-14-6.5-1, Eagle Group (w/ goosene faucet and strainer)	10"x14"x8.5" (bowl size)	Provided by RM Vendor and installed by General Contractor	
48	Counter-mounted Spinkguard	Provided as part of Millwork package	20"x18"x1" (approx.)	Provided and installed by RM Vendor	
49	Adj. Epoxy-coated Wire Shelving (24" Wide)	N/A	N/A	Provided and installed by RM Vendor	
50	Undercounter Refrigerator (40")	#UC-48, Eco	48.5"x20.25"x20.75"	Provided and installed by RM Vendor	
51	Storage Cabinet	N/A	24"x20"x20.75"	Provided and installed by RM Vendor	



1245 Worchester Street, Suite 2042 - Natick Mall
Natick, MA 01760

Equipment List
2.1.10

List of Equipment and Estimated Cost

POS System \$5000.

Three Taylor Yogurt Machines \$10,000 (each)

Walking Cooler \$4000.

Grab N Go \$1000.

Ice Machine \$4000.

Two Blenders \$500. (each)

One door small refrigerator \$600.

Two doors refrigerators(two) \$800.(each)

Safe \$300.

SHORT FORM LEASE AGREEMENT

THIS SHORT FORM LEASE AGREEMENT (hereinafter referred to as the "Lease"), dated March 9, 2018 (the "Effective Date"), is by and between **NATICK MALL, LLC**, a Delaware limited liability company (the "Landlord"), and **OSHIBI GROUP, LLC**, a Massachusetts limited liability company (the "Tenant").

Tenant is desirous of entering into a short term lease for the operation of a **Red Mango** (the "Trade Name") retail location at **Natick Mall**. In consideration of good and valuable consideration (the receipt and sufficiency of which are acknowledged) the parties agree as follows:

1. **Leased Premises:** Landlord leases to Tenant and Tenant leases from Landlord certain space consisting of approximately 869 square feet commonly referred to as **2042** and which is shown on the attached Exhibit A (the "Leased Premises") located at **Natick Mall**, in the City of **NATICK**, State of **Massachusetts** (the "Shopping Center").
2. **Term:** The term of this Lease shall commence on the Effective Date and shall expire on **June 30, 2020** (the "Expiration Date") and shall be known as the "Term." In no event shall Landlord deliver possession of the Leased Premises to Tenant prior to **May 1, 2018**. Tenant shall open for business to the public no later **May 1, 2018** (the "Opening Date").
3. **Rent:** Rental Payments shall begin to accrue on the earlier of the Opening Date or the date on which Tenant opens the Leased Premises for business to the public ("Rental Commencement Date").

a. **Monthly Rental:** On the first day of each month of the Term, Tenant shall pay Landlord a monthly rental ("Monthly Rental") which amount shall be as follows:

Rental Commencement Date - 6/30/2020 \$55,972.29 per year (\$4,664.36 per month)

b. **Percentage Rental:** Tenant shall pay Landlord **10%** of Net Sales in excess of the Monthly Sales Base as shown below ("Percentage Rental"). Percentage Rental shall be due and payable within twenty (20) days after the end of each month or partial month, based on Net Sales for the immediately preceding calendar month. Tenant will deliver to Landlord a statement of each month's sales with Tenant's payment of Monthly Rental. Net Sales during any calendar month in which Tenant does not continuously and without interruption conduct its business shall be treated in accordance with applicable provisions of the Lease.

Rental Commencement Date - 6/30/2020 \$550,000 per year (\$45,833.33 per month)

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

c. Net Sales shall include (as of the date of the transaction) the entire amount of the sale price of all goods and merchandise sold (including gift and merchandise certificates when redeemed), leased, rented or licensed and the charges for all services and all other receipts in, upon or from any part of the Leased Premises or as a result of Tenant's agreement, if any, to link its website to the Shopping Center's website, whether (wholly or partially) for cash or credit, and shall include sales from vending machines (including but not limited to mechanical and electronic machines, except telephone and postage stamp machines); mail and telephone orders received or filled at the Leased

Premises; equipment leased; reimbursements; uncollected and uncollectible credit accounts and bank checks and charges for bank credit cards; all deposits not refunded to purchasers; orders taken, although the orders may be filled elsewhere (including, but not limited to, orders which are accepted or transmitted by means of electronic, telephonic, video, computer or other electronic or technology based system, regardless of whether the orders are accepted or filled at the Leased Premises or accepted or filled by Tenant or its parent, subsidiary or affiliate at any other location); all monies or other things of value which Tenant is entitled to receive. The following shall be deducted or excluded, as the case may be, from Net Sales, provided such exclusions are specifically itemized: (a) refunds to customers to the extent that such refunds relate to (i) a prior inclusion of the same transaction or (ii) returns of merchandise purchased from other physical store locations of Tenant; (b) sales, use, excise, retailer's, occupation or similar taxes imposed in a specific amount, or percentage upon, or determined by, the amount of sales; (c) interest, service, finance or sales carrying charges paid by customers for extension of credit on sales, if not included in the merchandise sale price; (d) returns to shippers and manufacturers; (e) sales not in the ordinary course of Tenant's business, of machinery or equipment which Tenant has the right to remove from the Leased Premises; and (f) the value of any exchange or transfer of merchandise between stores of Tenant if it is made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale made in, at, or from the Leased Premises.

d. Tenant agrees to accurately record all sales in accordance with generally accepted accounting practices (showing all of its sales separately from its other stores), and to maintain sufficient original records which accurately summarize all transactions relating to the Leased Premises (including the sales of any subtenant, licensee or concessionaire). Original records shall include but not be limited to: sales documents, sequentially numbered tapes and readout totals of cash registers or point of sale devices, sales returns and allowance detail, cash receipts, payroll journals, accounts receivable, disbursement journals, bank statements, deposit slips, inventory records, purchase orders, receiving records, sales journals or daily sales reports, orders accepted by means of electronic, telephonic, video, computer or another electronic or other technology based system, state sales and use tax returns (and all documentation used to prepare the returns), and a complete general ledger. Documentation and itemization of specific sales exclusions shall also be maintained. Records shall be preserved (properly totaled) by Tenant either (a) at the Leased Premises or (b) at the home or regional offices of Tenant (provided Landlord shall be notified in writing of the address at which the records are maintained) and made available to Landlord at the Leased Premises or the offices, upon demand, for a period of at least 3 years after the year in which the sales occurred (however, if any audit is begun by Landlord or if there is a dispute regarding Tenant's Net Sales, Tenant's records shall be retained by Tenant until a final resolution of the audit or dispute). The receipt by Landlord of a statement of Net Sales or Percentage Rental shall not constitute an admission of its correctness. Tenant agrees to deliver to Landlord a statement of each month's sales on or before the 20th day of the following month, and by January 31 of each year of the Term an annual statement certified by a Certified Public Accountant or by a financial officer, owner or partner of Tenant, of the Net Sales made during the preceding year. If the Term expires or is terminated on a date other than December 31, then a like statement for the partial calendar year in which expiration or termination occurs shall be delivered within 30 days after expiration or termination. Landlord shall be entitled, at Landlord's expense, to have at any time and from time to time an audit of the Net Sales made during any period covered by the annual statement and account and to recalculate the rental payable for that period. If there is a deficiency in the payment of percentage or additional rental, the deficiency shall be immediately due and payable with interest at the Interest Rate, and the interest shall be additional rental, from the date when the payments should have been made. If there is an overpayment by Tenant, it shall be credited by Landlord against payments due. If Net Sales have been understated by more than 2% or Tenant fails to record, maintain or make available the required sales supporting documentation, Tenant shall be in default, and shall pay the cost of the audit and all other related costs and expenses. If Tenant is late furnishing Landlord any monthly sales statement, Landlord shall have the right, without notice, to conduct an audit at Tenant's sole cost. If Tenant does not furnish the sales documentation referred to above or otherwise impedes Landlord's audit of Tenant's Net Sales, Landlord shall be entitled, in addition to Landlord's other rights and remedies, to estimate Tenant's annual Net Sales as 125% of the Net Sales for the preceding year, and bill Tenant for any Percentage Rental which may be due based upon the estimated Net Sales.

e. For purposes of this Lease, the Interest Rate shall be the rate of 2% above the Prime Rate (as defined below), not to exceed the maximum rate of interest allowed by law in the state where the Shopping Center is located. "Prime Rate" wherever it appears in the Lease means the prime rate (or base rate) reported in the Money Rates column or section of The Wall Street Journal as being the base rate on corporate loans at large U.S. money center commercial banks (whether or not that rate has been charged by any bank). If the Wall Street Journal ceases

publication of the prime rate, "Prime Rate" shall mean the highest rate charged by Chase (or its successor) on short term unsecured loans to its most creditworthy large corporate borrowers.

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

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

(c) If Landlord contests, reviews or negotiates any tax or assessment upon the Shopping Center, Tenant agrees to pay its proportionate share of Landlord's expenses, whether third party or internal, including but not limited to legal, tax consultant and appraisal fees.

(d) Notwithstanding anything to the contrary contained in the Lease, an outparcel may at Landlord's sole discretion be considered part of the Shopping Center for purposes of the definition of Property Taxes and the calculation of Tenant's share of Property Taxes under Paragraph 4, provided that if the Landlord considers an outparcel to be part of the Shopping Center for such purposes Landlord shall include any payments toward Property Taxes actually made by the outparcel occupant before the calculation of Tenant's share of Property Taxes.

(e) From time to time, Landlord shall notify Tenant in writing of Landlord's estimate of Tenant's monthly installments due with respect to Property Taxes. Such monthly installments shall be paid on or before the 1st day of each calendar month, in advance. Upon confirmation of all Property Tax bills attributed to any calendar year during the Term, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of the Property Taxes for that year. If the total amount paid by Tenant for any calendar year during the Term

is less than the actual amount due from Tenant for that year, as shown on the statement, Tenant shall pay Landlord the deficiency within 10 days after demand by Landlord. If the total amount paid by Tenant for any calendar year exceeds the amount due from Tenant for that calendar year, Landlord shall credit the excess against payments due. Landlord's and Tenant's obligations under this Paragraph 4 shall survive the expiration of the Term.

(f) Notwithstanding anything to the contrary in this Paragraph 4 or elsewhere in this Lease, any excise, transaction, sales or privilege tax (except income, transfer, estate or inheritance tax) imposed upon Landlord on account of, attributed to, or measured by rental or other charges payable by Tenant shall be paid by Tenant to Landlord.

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

(b) Landlord shall, subject to events beyond its reasonable control, maintain or cause to be maintained the Joint Use Areas in good order and repair. The Joint Use Areas and other facilities in and about the Shopping Center shall at all times be subject to the control and management of Landlord and other parties that Landlord may designate. Landlord shall have the right at any time to redesignate, modify, alter, close, restrict, expand, reduce and change the Joint Use Areas.

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

(ii) Commencing on the Rental Commencement Date, Tenant shall pay an Operating Expenses Payment in the amount of \$ 37,957.92 (\$43.68 per square foot) per year for the calendar year 2018 payable in equal monthly installments, subject to the annual increases provided in this Paragraph 5(c)(ii). On the first day of each month of the Term, Tenant shall pay, without deduction or set-off of any kind, the Operating Expenses Payment. Tenant's Operating Expenses Payment shall increase on the 1st day of each subsequent calendar year by 5.00 %. As Tenant's obligation to pay the Operating Expenses Payment is predetermined and not subject to adjustment. Tenant shall have no express or implied right to examine, inspect or audit Landlord's records pertaining to the Operating Expenses Payment.

6. Anchors: An "anchor" for all purposes under this Lease is any operation, land, building, store or business, whether occupied or vacant and whether owned or leased, which leases or occupies 30,000 square feet or more of

space in the Shopping Center. A "variety or specialty store" is (aa) an occupant which leases or occupies between 10,000 and 29,999 square feet of space in the Shopping Center, or (bb) a restaurant occupant having an exterior entrance. An "outparcel" is any operation, land, building, store or business whether occupied or vacant and whether owned or leased, that is not an anchor or variety or specialty store and is separated by vehicular access or parking area from the Main Mall Building(s) or does not have an entrance accessible to the customers of the Shopping Center directly from the Main Mall Building(s).

7. Utilities: Tenant shall pay for all utilities used in the Leased Premises and pay for HVAC services as provided in Exhibit F attached hereto]. Tenant shall, if required by Landlord or applicable code and not included within the Landlord's Work, provide and pay for its own meters for heat, air conditioning, water, gas, electricity and all other utilities, and shall pay all water and sewage charges (and all other charges for utilities used in the Leased Premises), rentals and taxes imposed by governmental authority or otherwise.

If Landlord furnishes any utilities to the Leased Premises, Tenant shall pay, without deduction set-off of any kind, a charge to Landlord for any utility services furnished by Landlord to the Leased Premises (the "Environmental Charge"). The Environmental Charge shall be adjusted from time to time by Landlord.

8. Permitted Use: Tenant shall use the Leased Premises only for the operation of a Red Mango frozen dessert shop which shall offer for retail sale for consumption on and off the Leased Premises: (a) frozen yogurt served in a variety of flavors; (b) frozen yogurt served with toppings such as fruits, nuts and cereals; (c) frozen yogurt pies and similar desserts; (d) frozen yogurt served with shaved ice; (e) beverages limited to bottled water and Red Mango branded yogurt beverages; (f) Red Mango product based smoothies; (g) hot and cold soft beverages; and (h) other Red Mango branded items as may be offered in Tenant's other stores provided such items do not conflict with any restriction existing in the Shopping Center at such time the product is offered and for no other use or purpose whatsoever. Tenant does not have exclusive rights to sell any particular merchandise or provide any particular services in the Shopping Center.

Tenant covenants to continuously and uninterruptedly operate within the entire Leased Premises the business it is permitted to operate as stated above. Tenant agrees to conduct its business at all times in a first-class manner consistent with reputable business standards and practices, and to maintain within the Leased Premises a stock of merchandise and trade fixtures adequate to service and supply the usual demands of its customers. Tenant shall keep the Leased Premises in a neat, safe, clean and orderly condition. Tenant further agrees to keep open the Leased Premises and operate its business at the hours and on the days and evenings of the week established from time to time as the normal operating hours of the Shopping Center.

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

10. Tenant's Work: All work by Tenant shall be made under the supervision of a competent architect or competent licensed structural engineer (if required) and (if Landlord's consent is required) shall be in accordance with plans and specifications approved in writing by Landlord before the start of the work. Landlord's approval of Tenant's plans and specifications shall not create a responsibility or liability of Landlord for their accuracy, sufficiency or compliance with laws or rules and regulations. The work shall be in accordance with necessary governmental approvals and permits. Tenant shall obtain approvals and permits at its sole expense. The work shall be done in a good and workmanlike manner and diligently prosecuted to completion. **Tenant has no remodel obligations as of the date of this Lease.**

All construction, improvements, additions, alterations and fixtures except for Tenant's point-of-sale equipment, security systems, free-standing display racks, other personal property and trade fixtures, and goods held for sale to

the public (the "Leasehold Improvements") will at all times be the sole property of Landlord and Tenant will have no ownership interest in the Leasehold Improvements. It is the intention of Landlord and Tenant that the Leasehold Improvements will be qualified long term real property in accordance with Section 110 (a) of the Internal Revenue Code and the regulations thereunder. Each party shall prepare its federal, state and local income tax forms and schedules, and calculate taxable income, in a manner consistent with Landlord's ownership of such Leasehold Improvements for all taxable years, and shall furnish the information described in Treasury Regulations Section 1.110-1(c) in the time and manner specified therein.

Tenant shall not permit a lien or claim to attach to the Leased Premises and shall promptly cause such lien or claim to be released. If Tenant contests the lien or claim, Tenant shall indemnify Landlord and, if requested, deposit with Landlord a cash or surety bond in a form and with a company satisfactory to Landlord in an amount equal to twice the amount of the contested lien or claim. If Tenant shall fail to cause a lien to be discharged or bonded, within 10 days after being notified of the filing of the lien, in addition to any other right or remedy, Landlord may discharge the lien by paying the amount claimed to be due.

11. Repairs and Maintenance: (a) Landlord shall be responsible for all structural repairs of the Leased Premises **as well as Landlord's responsibilities under Exhibit F**. Landlord shall not be responsible for damage or personal injury caused by any defects or other conditions, or the consequences thereof, except in the case of Landlord's willful misconduct **or gross negligence**. Landlord shall not be liable to Tenant for any damage to merchandise, trade fixtures or personal property of Tenant in the Leased Premises, including without limitation damage by water leakage, seepage, water discharge from a sprinkler system or water damage caused by leakage from other occupants.

(b) Tenant shall be liable for the repairs, replacements and maintenance of the Leased Premises, except those for which Landlord is responsible under this Paragraph 11 **and Exhibit F**. Tenant shall keep the Leased Premises in good order and repair, clean, sanitary and safe and shall notify Landlord, in writing, prior to beginning any repair. The notice shall specify the repair work to be performed. Tenant's repairs, replacements and maintenance obligations shall include, but not be limited to, its heating and cooling equipment **(except as set forth as Landlord's responsibility under Exhibit F)**; other equipment; fixtures; improvements; floor covering; the exterior and interior portions of all doors, door locks, security gates, and windows; plumbing and sewage facilities which are not Landlord's obligation; walls; ceilings; and plate glass. Tenant shall be solely responsible for maintenance and repair costs related to the Leased Premises. Tenant agrees to keep the interior of the Leased Premises in a clean and sightly appearance. If Tenant refuses or neglects to make repairs or maintain the Leased Premises, in a manner reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant reasonable written notice, to make the repairs or perform the maintenance on behalf of Tenant. Tenant shall reimburse Landlord promptly upon receipt of a bill. Landlord has no obligation to do work which Landlord is not expressly required to perform under this Lease or which, under this Lease, Tenant is required to perform. The performance of that work by Landlord shall not constitute a waiver of Tenant's default.

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

12. Insurance:

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

- (i) Workers' Compensation Insurance in statutory amounts;
- (ii) Employer's Liability Insurance in the amount of \$1,000,000 per person for each accident, or disease;

(iii) Commercial General Liability Insurance on the common areas providing coverage of not less than \$1,000,000 per occurrence, with a \$2,000,000 aggregate.

(iv) Commercial Property Insurance including special form perils endorsement insuring Landlord's property in the Shopping Center for the full replacement value. This insurance will exclude Tenant's Work and Tenant's merchandise, signs, goods, trade fixtures, furnishings, equipment, furniture and other personal property).

(v) Landlord will have the right to carry or cause to be carried additional types of insurance in whatever limits Landlord chooses, including coverage under blanket insurance policies which may be allocated by Landlord among the properties owned or managed by Landlord which in Landlord's opinion Landlord deems appropriate.

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

(i) Workers' Compensation Insurance in statutory amounts.

(ii) Employer's Liability Insurance in the amount of \$1,000,000 per person for each accident, or disease.

(iii) Commercial General Liability Insurance including products and completed operations coverages of not less than \$1,000,000 per occurrence, with a \$2,000,000 per location aggregate (for Shopping Centers in the states of New York, Texas, and California these limits shall be not less than \$3,000,000 per occurrence with a \$5,000,000 per location aggregate). The fire legal liability limit shall be not less than \$1,000,000. This policy shall contain a Contractual Liability Endorsement. This policy shall also include an Additional Insured Endorsement containing the names of the Additional Insureds identified below. The policy must have a Waiver of Subrogation endorsement in favor of all Additional Insureds. Any deductible/self-insured retention in excess of \$5,000 per occurrence requires Landlord's written consent.

(iv) Commercial Property Insurance including special form perils endorsement-insuring Tenant's property, including plate glass, in the Shopping Center for the full replacement value, without deduction for depreciation. This policy shall have an Agreed Value Endorsement. This insurance must include all of Tenant's Work, improvements and betterments, Tenant's inventory, merchandise, signs, goods, trade fixtures, furnishings, equipment, furniture, wall coverings, floor coverings, and other personal property). Tenant shall insure for loss from flood, including coverage for water damage from all causes including but not limited to sprinkler damage, sewer discharge or backup, water line breakage, and overflow from other Tenant's spaces or from the Joint Use Areas. Where available, Tenant shall insure for earthquake. Landlord shall be named as a loss payee with respect to the coverage for Tenant's betterments and improvements. The policy must have a Waiver of Subrogation endorsement in favor of all Additional Insureds. The deductible/self-insured retention shall not exceed \$5,000 per occurrence without Landlord's written consent.

(v) Loss of Business Income Insurance, including Extra Expense and Contingent Business income coverage. The insurance limits for this insurance shall be based upon a minimum of 12 months business income with a 60-day extended period of indemnity endorsement.

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

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

(viii) Automobile liability coverage, including owned, non-owned and hired automobiles, with limits of

not less than \$1,000,000 combined single limit for bodily injury and property damage.

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

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

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

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

14. Relocation and Early Termination:

(a) Landlord shall have the right at any time during the Term of this Lease, to relocate Tenant to another space in the Shopping Center ("Substitution Space"). Tenant shall, within 30 days after receipt of Landlord's notice of relocation, notify Landlord that it either accepts or rejects the Substitution Space. If Tenant rejects the Substitution Space, then Landlord shall have the right to terminate this Lease upon 90 days' written notice to Tenant given within 30 days after receipt of Tenant's rejection notice and Tenant shall vacate the Leased Premises no later than the date contained in Landlord's termination notice. If Tenant accepts the Substitution Space, Landlord shall deliver the Substitution Space to Tenant in the same condition that the Leased Premises were required to be in upon delivery of possession to Tenant.

~~(b) Landlord shall have the right at any time during the Term of this Lease, to terminate this Lease upon not less than 90 days' prior written notice to Tenant. Tenant shall vacate the Leased Premises and this Lease shall terminate at the close of business on the date contained in Landlord's termination notice. Notwithstanding the foregoing, such date of termination shall not occur during November or December.~~

15. Laws and Ordinances:

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

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

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

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

16. Signage: Tenant shall not put on the glass and supports of the windows, doors or exterior walls of the Leased Premises any signs, advertising placards, names, insignias, trademarks or descriptive material. No signs or other items shall be placed within the Leased Premises if they materially obstruct a view of the Leased Premises. Tenant shall not place vents, structures, improvements or material obstructions on the exterior of the Leased Premises

without Landlord's written consent. Landlord shall have the right, upon notice to Tenant and without liability, to restore the Leased Premises and remove property from the Leased Premises unless the size, type, color, location, copy, nature and display qualities of the property were approved by Landlord in writing if such approval was required. The cost of the restoration and removal of property shall be paid for by Tenant promptly upon receipt of a bill. Tenant shall not place a sign on the roof of the Leased Premises notwithstanding anything in this Lease to the contrary.

17. Assignment, Subletting and Ownership:

Tenant shall not transfer, assign, sublet, enter into license or concession agreements or hypothecate this Lease or Tenant's interest in and to the Leased Premises in whole or in part, or otherwise permit occupancy of all or any part of the Leased Premises by anyone with, through or under it, without first procuring the written consent of Landlord, which may be granted or withheld in the sole and absolute discretion of Landlord. In any event, Landlord may upon receipt of a request to transfer, instead of consenting to or denying the proposed transfer, terminate Tenant's obligations under the Lease and regain possession of the Leased Premises. If Landlord exercises its termination right, then this Lease shall terminate effective 60 days following Landlord's receipt of Tenant's written request for consent.

18. Notices: Notices and demands shall be given in writing by personal delivery or sent by certified mail or via a nationally recognized courier service addressed to Landlord and to Tenant at the addresses specified below or at the addresses which were last specified by notice by Landlord or Tenant. Notices or demands shall be deemed to have been given, made or communicated on the date they were received or refused by the intended party as evidenced on the return receipt or delivery report.

If to Landlord:

Notice:

Landlord's Notice Address
NATICK MALL, LLC
c/o Natick Mall
350 N. Orleans St.
Suite 300
Chicago, IL 60654-1607
Attn: Law/Lease Administration
Department

Landlord's Payment Address:
NATICK MALL, LLC
NATICK MALL, SDS-12-3111, PO BOX
86
MINNEAPOLIS, Minnesota 55486-3111

With a copy to:
Natick Mall
1245 WORCESTER STREET, SUITE 1218
NATICK, Massachusetts 01760-1553
Attn: General Manager

If to Tenant:

Notice:
OSHIBI GROUP LLC
62 Rockland Street
North Easton, MA 02356

Billing:
OSHIBI GROUP LLC
62 Rockland Street
North Easton, MA 02356

For billing, invoices and copies of notices of monetary default:

OSHIBI GROUP LLC
625 Rockland Street
North Easton, MA 02356

19. Default: (a) The following shall be a default by Tenant:

- (i) The failure to pay when due an installment of rental, or any other payment required to be made in whole or in part, if the failure shall continue for 10 days after the date when due; and/or
- (ii) The abandonment or vacation of the Leased Premises or any part of it; and/or
- (iii) The failure to observe or perform any other provision of this Lease, if the failure continues for 10 days after written notice to Tenant; if the default cannot reasonably be cured within 10 days, Tenant shall not be in default if Tenant begins to cure the default within 10 days and diligently cures the default; and/or
- (iv) The making by Tenant of a general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless a petition filed against Tenant is dismissed within 90 days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease if possession is not restored to Tenant within 30 days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises, or of Tenant's interest in this Lease, if the seizure is not discharged within 30 days; and/or
- (v) The failure more than twice within a 12 month period to make any payment of rental, provided Landlord has given Tenant the required written notices in each case. The 3rd failure shall be a non-curable default.

(b) In addition to any other remedies available to Landlord at law or in equity for default, Landlord shall have the immediate option to terminate this Lease and the rights of Tenant by written notice to Tenant.

(c) Landlord shall also have the right if Tenant defaults under the Lease to reenter the Leased Premises pursuant to legal process and remove all persons and property from the Leased Premises. The property may be stored at Tenant's cost. Landlord shall not be liable to Tenant for loss or damage resulting from an entry by Landlord. Tenant shall pay as additional rental, upon demand, expenses incurred or paid by Landlord because of Landlord's entry. If either party institutes legal suit or action for enforcement of an obligation the venue shall be the jurisdiction where the Shopping Center is located. To the extent permitted by applicable law, Tenant waives notice of reentry (or institution of legal proceedings), including the right to receive notice pursuant to any statute or judicial decision of law. Notwithstanding anything to the contrary contained in this paragraph, any written notice, other than as specifically set forth in this paragraph, required by a statute or law enacted now or later is waived by Tenant, to the extent permitted under that statute or law.

20. Damage and Destruction: If the Leased Premises are damaged, destroyed or rendered partially or totally untenantable by fire or other casualty, this Lease shall immediately terminate as of the date of the casualty.

21. Subordination:

(a) Tenant's rights shall be subordinate to the interest of any ground lessor and to the lien of any mortgage or deed of trust in force or later placed against the Shopping Center, upon any building placed later upon the Shopping Center and to all advances made upon the security thereof. The ground lessor or the mortgagee or beneficiary named in the mortgage or trust deed shall agree that Tenant's peaceable possession of the Leased Premises shall not be disturbed if Tenant is not in default under this Lease. Any mortgagee or beneficiary of Landlord may, at its option, subordinate its mortgage or trust deed to this Lease. This Paragraph 19(a) is self-operative, and no further documentation of Tenant's subordination and attornment is required, however Tenant shall execute any subordination agreement requested by Landlord, any mortgagor or beneficiary of Landlord upon written request.

Within 30 days of either party's written request, the other party shall without charge execute, acknowledge and deliver to the requesting party an instrument required under this Lease or an instrument prepared by the requesting party containing the rent commencement date and Expiration Date of this Lease, and if true, that (a) this Lease is a true copy of the Lease between the parties, (b) there are no amendments (or stating the amendments), (c) the Lease is in full force and effect and that, to the best of such party's knowledge, there are no offsets, defenses or counterclaims of rental or in the performance of the other covenants and conditions to be performed by the other party, and (d) no default has been declared by either party and that such party has no knowledge of any facts or circumstances which it believes would constitute a default by the other party.

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

22. Rules and Regulations: Tenant shall require its employees, agents and contractors to comply with the reasonable rules and regulations made by Landlord from time to time regarding the operation of the Shopping Center or the Leased Premises.

23. Security Deposit: (a) Tenant has deposited with Landlord the sum of \$16,736.00 which shall be held by Landlord, without liability for interest, as security for the performance by Tenant of Tenant's obligations. The deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without Landlord's written consent, and any such act by Tenant shall be without force and effect and not binding on Landlord. If Tenant performs the covenants and agreements in this Lease, the deposit, or the portion of the deposit not previously applied, shall be returned to Tenant after the expiration of the Term, if Tenant has surrendered possession at the expiration of the Term, and has left the Leased Premises in the condition required under this Lease.

(b) Landlord may commingle the deposit with its other funds. If the rental or any other sum is overdue, if Landlord makes payments for Tenant, or if Tenant fails to perform any of its obligations, Landlord may (without affecting any remedy Landlord may have), apply this deposit, or so much of it to be necessary, to compensate Landlord for rental, additional rental and any loss or damage sustained by Landlord. Tenant shall, upon demand, restore the deposit to the original amount. If a bankruptcy or other creditor-debtor proceedings against Tenant occurs, the deposit and all other securities shall be applied first to the payment of rental and other charges due Landlord for periods prior to the filing of the proceedings. Landlord may deliver the deposit to the transferee of Landlord's interest in the Leased Premises. If that interest is transferred, upon notice to Tenant, Landlord shall be discharged from further liability, and this provision shall also apply to subsequent transferees. Tenant hereby grants Landlord a security interest in the deposit, and to execute the necessary Uniform Commercial Code filing to perfect the security interest granted Landlord; this provision shall survive the expiration or termination of the Lease.

(c) Neither Landlord's right to possession of the Leased Premises for non-payment of rental or for any other reason, nor any other right of Landlord, shall be affected because Landlord holds the deposit

24. Miscellaneous:

(a) Enforceability: If any provision of this Lease or any paragraph, sentence, clause, phrase or word is judicially or administratively held invalid or unenforceable, that shall not affect, modify or impair any other paragraph, sentence, clause, phrase or word. The parties acknowledge that certain charges, fees and other payments are deemed "additional rental" in order to enforce Landlord's remedies, and shall not be construed to be "rent" if rent controls are imposed.

(b) Landlord's Liability: Landlord's liability under this Lease or arising out of the relationship of the parties shall be limited to Landlord's interest in the Shopping Center. Judgments rendered against Landlord shall be satisfied solely out of the proceeds of the sale of Landlord's interest in the Shopping Center which have been received by Landlord. No personal judgment shall apply against Landlord upon extinguishment of its rights in the Shopping Center. A personal judgment shall not create a right of execution or levy against Landlord's assets. The provisions of this Paragraph 24(b) shall inure to Landlord's successors and assigns. These provisions are not designed to relieve Landlord from the performance of its obligations under this Lease, but to limit the personal liability of Landlord in

case of a judgment against Landlord. Tenant's right to obtain injunctive relief or specific performance or to have any other right or remedy which may be awarded Tenant by law or under this Lease shall not be limited however. No personal liability is assumed by nor shall at any time be enforceable against Landlord.

(c) Corporate Tenant: If Tenant is or will be a corporation or partnership of any kind, Tenant covenants and represents that Tenant is a duly incorporated or duly qualified (if foreign) corporation or partnership, as the case may be (including without limitation a limited liability corporation and a limited liability partnership) and is authorized to do business in the State where the Shopping Center is located (evidence shall be supplied Landlord upon request). Tenant also covenants and represents that the person, partner or member executing this Lease on behalf of Tenant is (if a corporation) an officer of Tenant, and is (if a corporation or partnership of any kind) authorized to sign and execute this Lease.

(d) Entire Agreement: This Lease is the only agreement between the parties for the Leased Premises. An amendment, modification or supplement to this Lease shall not be effective unless it is in writing and executed by the parties.

(e) Ownership: If the ownership of the Shopping Center is in a Real Estate Investment Trust, then Landlord and Tenant agree that Monthly Rental and all additional rental paid to Landlord under this Lease (collectively referred to in this Section as "Rent") shall qualify as "rents from real property" within the meaning of Section 856(d) of the Internal Revenue Code of 1986, as amended (the "Code") and the U.S. Department of Treasury Regulations (the "Regulations"). Should the Code or the Regulations, or interpretations of them by the Internal Revenue Service contained in Revenue Rulings, be changed so that any Rent no longer qualifies as "rent from real property" for the purposes of Section 856(d) of the Code and the Regulations, other than by reason of the application of Section 856(d)(2)(B) or 856(d)(5) of the Code or the Regulations, then Rent shall be adjusted so that it will qualify (provided, however, that any adjustments required pursuant to this Paragraph shall be made so as to produce the equivalent (in economic terms) Rent as payable prior to the adjustment).

(f) Force Majeure: If either party is delayed, hindered or prevented from the performance of an obligation because of strikes, lockouts, labor troubles, the inability to procure materials, power failure, restrictive governmental laws or regulations, riots, insurrection, war or another reason not the fault of the party delayed, but not including financial inability, the performance shall be excused for the period of delay. The period for the performance shall also be extended for a period equal to the period of delay. Tenant shall not be excused from the prompt payment of rental, additional rental or other payments.

(g) Quiet Enjoyment: Landlord has the right, power and authority to enter into this Lease. Tenant, or any permitted assignee or sublessee of Tenant, upon the payment of the rental and performance of Tenant's other covenants, shall and may peaceably and quietly have, hold and enjoy the Leased Premises during the Term. This covenant shall be construed as a covenant running with the land. It shall not be construed as a personal covenant of Landlord.

(h) Successors: All covenants, promises, conditions, representations and agreements shall be binding upon, apply and inure to Landlord and Tenant and their heirs, executors, administrators, successors and assigns. The provisions of Paragraph 15 hereof shall not be affected by this Paragraph 21(h).

(i) Attorneys' Fees: If, during the Term or afterwards, either party institutes an action, proceeding or counterclaim against the other relating to this Lease, or a default, the unsuccessful party shall reimburse the successful party for the total amount of court costs, expenses and reasonable attorneys' fees actually incurred, the parties waiving any statute, rule of law or public policy to the contrary. The parties agree to confirm this agreement in writing at the start of the action, proceeding or counterclaim. The giving of a notice of default shall constitute part of an action or proceeding under this Lease, entitling the party giving the notice to reimbursement of its reasonable expenses of attorneys' fees and disbursements, even if an action or proceeding is not commenced in a court of law and whether or not the default is cured. This Paragraph shall survive the expiration or termination of this Lease.

25. Special Provisions: (a) The definition of "Hazardous Material" contained in ARTICLE 15(d) also includes the Massachusetts Hazardous Waste Management Act, M.G.L. Chapter 21C, as amended, and the Massachusetts Oil and Hazardous Material Release and Response Act, M.G.L. Chapter 21E, as amended, and regulations adopted thereunder.

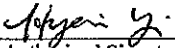
The exhibits are incorporated by reference into this Lease.

If Tenant is a CORPORATION, the authorized signatory shall sign on behalf of the corporation and indicate the capacity in which they are signing. The Lease must be executed by the president or vice president and attested by the secretary or assistant secretary, unless the bylaws or a resolution of the board of directors provides otherwise. In that case, the bylaws or a certified copy of the resolution shall be attached to this Lease. The appropriate corporate seal must be affixed to the Lease.

TENANT:

OSHIBI GROUP, LLC, a Massachusetts limited liability company

dba "Red Mango"

By: 
Authorized Signatory

LANDLORD:

NATICK MALL, LLC, a Delaware limited liability company

By: 
Authorized Signatory



HVAC CHARGE SCHEDULE

EXHIBIT F

Natick Mall
NATICK, Massachusetts

ALL TENANTS

I. GENERAL

The charges described in this EXHIBIT F shall be deemed a portion of the Environmental Charges for purposes of ARTICLE 16 and shall be deemed additional rental under this Lease. The methods of computation and the factors and assumptions contained herein are subject to periodic adjustment and modification by Landlord in order to more accurately reflect changing operating conditions including, without limitation, changes in applicable codes, statutes, laws, ordinances and regulations.

As part of Tenant's plan submittal, Tenant shall provide to Landlord a complete description of all electrical, natural gas, water and sewer devices and equipment serving the Leased Premises. Such description shall include detailed specifications for such devices and equipment including, without limitation, the quantities and capacities.

II. ENVIRONMENTAL CHARGE FOR HEATING, VENTILATION, AIR CONDITIONING (the "HVAC Environmental Charge")

A. CHARGE FOR LANDLORD PROVIDED HVAC EQUIPMENT, MAINTENANCE AND NON-ENERGY OPERATION EXPENSES

Tenant shall be obligated to pay a HVAC Equipment, Maintenance and Non-Energy Operation Charge in the amount of \$4.35 per square foot of the Leased Premises, subject to an increase in the amount of 4% each January 1 following the Opening Date. This charge is for the cost and expense of the Landlord provided HVAC system to the Leased Premises, together with its repairs and maintenance, materials and supplies, wages and other compensation (including supervisory personnel), Workers' Compensation, payroll taxes and compressor or boiler insurance and all other non-energy costs or expenses. As Tenant's payments due hereunder are predetermined and not subject to adjustment except as expressly provided herein, Tenant shall have no express or implied right to examine, inspect or audit Landlord's records pertaining to the HVAC Equipment, Maintenance and Non-Energy Operation Expenses.

B. LANDLORD PROVIDED HVAC SYSTEM ENERGY EXPENSE

1. Tenant shall also pay its share of the energy expenses necessary to operate the Landlord provided HVAC System. Landlord's engineer shall calculate Tenant's share of the HVAC System Energy Expense based on the anticipated cooling load required for the Leased Premises based upon Tenant's Plans. The calculation may be further adjusted to the extent Tenant varies the temperature of the Leased Premises from the standard Shopping Center temperature set point or otherwise modifies the Leased Premises such that the cooling load might be affected.
2. Tenant's share of HVAC System Energy Expense shall be computed by multiplying the applicable energy expenses and costs incurred by Landlord in connection with operating the Landlord provided HVAC System (i.e., electricity, natural gas, water, steam and sewer (as the case may be)), by a fraction, the numerator of which shall be Tenant's relative cooling load factor, and the denominator of which shall be the total of all relative cooling load factors for non-Anchor spaces in the Shopping Center which are leased, open and operating, and which utilize the corresponding Landlord provided HVAC system.

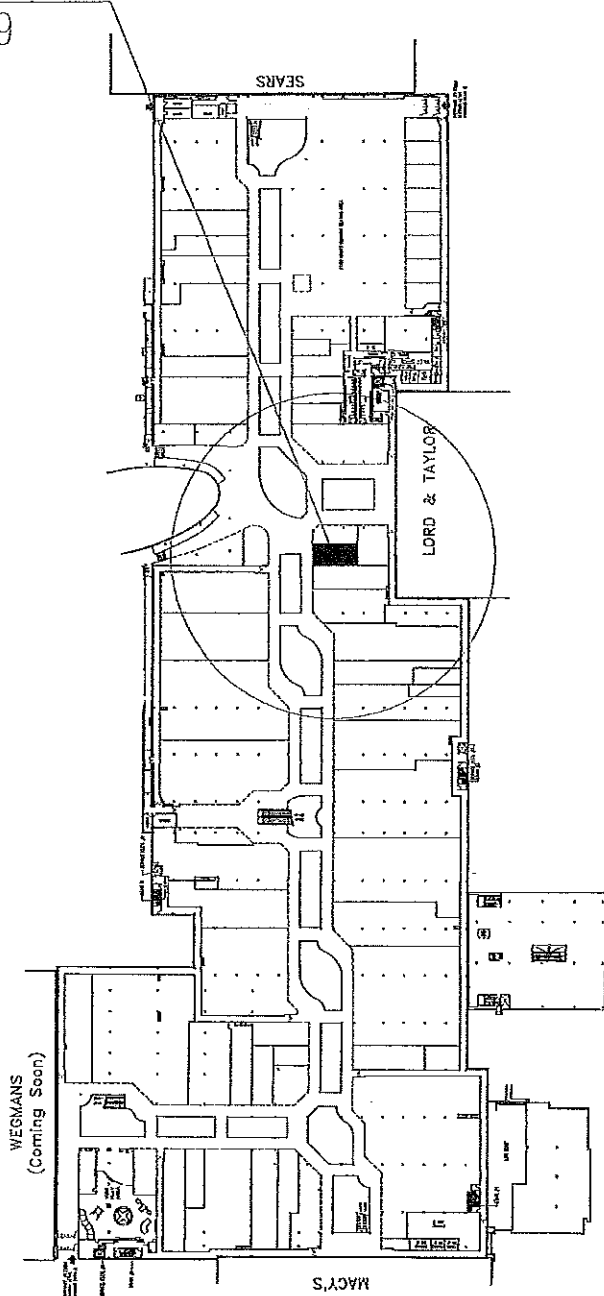
3. Prior to Tenant adding or removing equipment or devices or otherwise modifying the Leased Premises to either increase or decrease usage of HVAC services, or modifying its hours of operations, Tenant shall notify Landlord of such modification or change in writing and shall provide Landlord's engineer with a detailed description of the change or modification. Landlord's engineer shall then recalculate the Tenant's cooling load factor. The revised HVAC load factor shall become effective as of the date the modifications or changes are made. Landlord, at Landlord's Option, may elect to check Tenant's consumption of HVAC services from time to time and adjust the HVAC load factor accordingly.

C. TENANT SUPPLIED HVAC

For Leased Premises for which Tenant supplies its own HVAC services, the provisions of Lease EXHIBIT C and Lease ARTICLE 16 shall apply (in lieu of paragraphs A & B above), and Tenant shall be responsible for all costs and expenses relating to Tenant's own HVAC services.

M:\ORG\Teams\Development\Teams\CAD_Centers\Well Plans\MASSACHUSETTS\NATICK MALL\JP-2\Exhibit\Natick Mall-2042.dwg 1/23/2018 Kubicki, Theresa

SPACE #2042
SQ. FT. 869



NOTE:

EXHIBIT A IS FOR INFORMATIONAL PURPOSES ONLY AND IS INTENDED ONLY AS A GENERAL DESCRIPTION OF EXISTING OR CONTINGUATED IMPROVEMENTS TO BE MADE AS A PART OF THE SHOPPING CENTER, PROVIDED THAT LANDLORD MAKES NO REPRESENTATION THAT ANY FUTURE DEVELOPMENT WILL OCCUR AS SHOWN.

SPECIFIC NAMES, LOCATIONS, DIMENSIONS OF ANY STORES, ENTRANCES, OR IMPROVEMENTS ARE NOT INTENDED TO BE, NOR SHOULD BE RELIED UPON AND ARE SUBJECT TO CHANGE, MODIFICATION AND DELETION BY LANDLORD OR OTHER PARTIES, AND ARE NOT A REPRESENTATION OF, OR WARRANTY AS TO THE OPENING OR CONTINUED OPERATION OF ANY STORE NAMED OR DEPICTED IN THIS EXHIBIT A.

UPPER LEVEL

EXHIBIT A

NATICK MALL
NATICK, MASSACHUSETTS

GGP

OPERATING AGREEMENT FOR MEMBER-MANAGED LIMITED LIABILITY COMPANY

I. PRELIMINARY PROVISIONS

(1) *Effective Date:* This operating agreement of **OSHIBI GROUP, LLC** effective **February 15, 2018**, is adopted by the members whose signatures appear at the end of this agreement (the "Agreement").

(2) *Formation:* This limited liability company (LLC) was formed by filing Articles of Organization, a Certificate of Formation or a similar organizational document with the LLC filing office of the state of **Massachusetts** on **January 23, 2018**. A copy of this organizational document has been placed in the LLC's records book.

(3) *Name:* The formal name of this LLC is as stated above. However, this LLC may do business under a different name by complying with the state's fictitious or assumed business name statutes and procedures.

(4) *Registered Office and Agent:* The registered office of this LLC and the registered agent at this address are as follows:

HYERI YI

62 Rockland street

North Easton, MA 02356

USA

The registered office and agent may be changed from time to time as the members may see fit, by filing a change of registered agent or office form with the state LLC filing office. It will not be necessary to amend this provision of the operating agreement if and when such a change is made.

(5) *Business Purposes:* The specific business purposes and activities contemplated by the founders of this LLC at the time of initial signing of this agreement consist of the following:

To sell frozen yogurt, smoothie and other food.

It is understood that the foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this LLC, which shall be permitted to engage in any and all lawful business activities. If this LLC intends to engage in business activities outside the state of its formation that require the qualification of the LLC in other states, it shall obtain such qualification before engaging in such out-of-state activities.

(6) *Duration of LLC:* The duration of this LLC shall **have a perpetual existence**. Further, this LLC shall terminate when a proposal to dissolve the LLC is adopted by the membership of this LLC or when this LLC is otherwise terminated in accordance with law.

II. MEMBERSHIP PROVISIONS

(1) *Non-liability of Members:* No member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it.

(2) *Reimbursement for Organizational Costs:* Members shall be reimbursed by the LLC for organizational expenses paid by the members. The LLC shall be authorized to elect to deduct organizational expenses and start-up expenditures ratably over a period of time as permitted by the Internal Revenue Code and as may be advised by the LLC's tax advisor.

(3) *Management:* This LLC shall be managed exclusively by all of its members.

(4) *Members' Percentage Interests:* A member's percentage interest in this LLC shall be computed as a fraction, the

numerator of which is the total of a member's capital account and the denominator of which is the total of all capital accounts of all members. This fraction shall be expressed in this agreement as a percentage, which shall be called each member's "percentage interest" in this LLC.

(5) *Membership Voting:* Except as otherwise may be required by the Articles of Organization, Certificate of Formation or a similar organizational document, other provisions of this operating agreement, or under the laws of this state, each member shall vote on any matter submitted to the membership for approval in proportion to the member's percentage interest in this LLC. Further, unless defined otherwise for a particular provision of this operating agreement, the phrase "majority of members" means the vote of members whose combined votes equal more than 50% of the votes of all members in this LLC.

(6) *Compensation:* Members shall not be paid as members of the LLC for performing any duties associated with such membership, including management of the LLC. Members may be paid, however, for any services rendered in any other capacity for the LLC, whether as officers, employees, independent contractors or otherwise.

(7) *Members' Meetings:* The LLC shall not provide for regular members' meetings. However, any member may call a meeting by communicating his or her wish to schedule a meeting to all other members. Such notification may be in person or in writing, or by telephone, facsimile machine, or other form of electronic communication reasonably expected to be received by a member, and the other members shall then agree, either personally, in writing, or by telephone, facsimile machine or other form of electronic communication to the member calling the meeting, to meet at a mutually acceptable time and place. Notice of the business to be transacted at the meeting need not be given to members by the member calling the meeting, and any business may be discussed and conducted at the meeting. If all members cannot attend a meeting, it shall be postponed to a date and time when all members can attend, unless all members who do not attend have agreed in writing to the holding of the meeting without them. If a meeting is postponed, and the postponed meeting cannot be held either because all members do not attend the postponed meeting or the non-attending members have not signed a written consent to allow the postponed meeting to be held without them, a second postponed meeting may be held at a date and time announced at the first postponed meeting. The date and time of the second postponed meeting shall also be communicated to any members not attending the first postponed meeting. The second postponed meeting may be held without the attendance of all members as long as a majority of the percentage interests of the membership of this LLC is in attendance at the second postponed meeting. Written notice of the decisions or approvals made at this second postponed meeting shall be mailed or delivered to each non-attending member promptly after the holding of the second postponed meeting. Written minutes of the discussions and proposals presented at a members' meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's records book after the meeting.

(8) *Membership Certificates:* This LLC shall be authorized to obtain and issue certificates representing or certifying membership interests in this LLC. Each certificate shall show the name of the LLC, the name of the member, and state that the person named is a member of the LLC and is entitled to all the rights granted members of the LLC under the Articles of Organization, Certificate of Formation or a similar organizational document, this operating agreement and provisions of law. Each membership certificate shall be consecutively numbered and signed by one or more officers of this LLC. The certificates shall include any additional information considered appropriate for inclusion by the members on membership certificates. In addition to the above information, all membership certificates shall bear a prominent legend on their face or reverse side stating, summarizing or referring to any transfer restrictions that apply to memberships in this LLC under the Articles of Organization, Certificate of Formation or a similar organizational document and/or this operating agreement, and the address where a member may obtain a copy of these restrictions upon request from this LLC. The records book of this LLC shall contain a list of the names and addresses of all persons to whom certificates have been issued, show the date of issuance of each certificate, and record the date of all cancellations or transfers of membership certificates.

(9) *Other Business by Members:* Each member shall agree not to own an interest in, manage or work for another business, enterprise or endeavor, if such ownership or activities would compete with this LLC's business goals, mission, profitability or productivity, or would diminish or impair the member's ability to provide maximum effort and performance in managing the business of this LLC.

III. TAX AND FINANCIAL PROVISIONS

(1) *Tax Classification of LLC:* The members of this LLC intend that this LLC be initially classified as a **S-corporation** for federal and, if applicable, state income tax purposes. It is understood that all members may agree to change the tax treatment of this LLC by signing, or authorizing the signature of, IRS Form 8832, Entity Classification Election, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

(2) *Tax Year and Accounting Method:* The tax year of this LLC shall be **January 1 to December 31st**. The LLC shall use the **accrual** method of accounting. Both the tax year and the accounting period of the LLC may be changed with the consent of all members if the LLC qualifies for such change, and may be effected by the filing of appropriate forms with the IRS and state tax authorities.

(3) *Tax Matters Partner:* If this LLC is required under Internal Revenue Code provisions or regulations, it shall designate from among its members a "tax matters partner" in accordance with Internal Revenue Code Section 6231(a)(7) and corresponding regulations, who will fulfill this role by being the spokesperson for the LLC in dealings with the IRS as required under the Internal Revenue Code and Regulations, and who will report to the members on the progress and outcome of these dealings.

(4) *Annual Income Tax Returns and Reports:* Within 60 days after the end of each tax year of the LLC, a copy of the LLC's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each member of the LLC, together with any additional information and forms necessary for each member to complete his or her individual state and federal income tax returns. If this LLC is classified as a partnership for income tax purposes, this additional information shall include a federal (and, if applicable, state) Form K-1 (Form 1065 - Partner's Share of Income, Credits, Deductions) or equivalent income tax reporting form. This additional information shall also include a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of the LLC.

(5) *Bank Accounts:* The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more members of the LLC shall be designated with the consent of all members to deposit and withdraw funds of the LLC, and to direct the investment of funds from, into and among such accounts. The funds of the LLC, however and wherever deposited or invested, shall not be commingled with the personal funds of any members of the LLC.

(6) *Title to Assets:* All personal and real property of this LLC shall be held in the name of the LLC, not in the names of individual members.

IV. CAPITAL PROVISIONS

(1) *Capital Contributions by Members:* Members shall make the following contributions of cash, property or services as shown next to each member's name below. Unless otherwise noted, cash and property described below shall be paid or delivered to the LLC on or by **2/20/2018**. The fair market values of items of property or services as agreed between the LLC and the contributing member are also shown below. The percentage interest in the LLC that each member shall receive in return for his or her capital contribution is also indicated for each member.

NAME & ADDRESS	CONTRIBUTION	% INTEREST IN LLC
(1) <u>Hyeri Yi</u> <u>62 Rockland Street</u> <u>North Easton, MA 02356</u>	<u>\$ 100</u>	<u>100%</u>
(2) _____	_____	_____
_____	_____	_____
_____	_____	_____

(3) _____

(2) *Additional Contributions by Members:* The members may agree, from time to time by unanimous vote, to require the payment of additional capital contributions by the members, on or by a mutually agreeable date.

(3) *Failure to Make Contributions:* If a member fails to make a required capital contribution within the time agreed for a member's contribution, the remaining members may, by unanimous vote, agree to reschedule the time for payment of the capital contribution by the late-paying member, setting any additional repayment terms, such as a late payment penalty, rate of interest to be applied to the unpaid balance, or other monetary amount to be paid by the delinquent member, as the remaining members decide. Alternatively, the remaining members may, by unanimous vote, agree to cancel the membership of the delinquent member, provided any prior partial payments of capital made by the delinquent member are refunded promptly by the LLC to the member after the decision is made to terminate the membership of the delinquent member.

(4) *No Interest on Capital Contributions:* No interest shall be paid on funds or property contributed as capital to this LLC, or on funds reflected in the capital accounts of the members.

(5) *Capital Account Bookkeeping:* A capital account shall be set up and maintained on the books of the LLC for each member. It shall reflect each member's capital contribution to the LLC, increased by each member's share of profits in the LLC, decreased by each member's share of losses and expenses of the LLC, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations.

(6) *Consent to Capital Contribution Withdrawals and Distributions:* Members shall not be allowed to withdraw any part of their capital contributions or to receive distributions, whether in property or cash, except as otherwise allowed by this agreement and, in any case, only if such withdrawal is made with the written consent of all members.

(7) *Allocations of Profits and Losses:* No member shall be given priority or preference with respect to other members in obtaining a return of capital contributions, distributions or allocations of the income, gains, losses, deductions, credits or other items of the LLC. The profits and losses of the LLC, and all items of its income, gain, loss, deduction and credit shall be allocated to members according to each member's percentage interest in this LLC.

(8) *Allocation and Distribution of Cash to Members:* Cash from LLC business operations, as well as cash from a sale or other disposition of LLC capital assets, may be distributed from time to time to members in accordance with each member's percentage interest in the LLC, as may be decided by NA of the members.

(9) *Allocation of Noncash Distributions:* If proceeds consist of property other than cash, the members shall decide the value of the property and allocate such value among the members in accordance with each member's percentage interest in the LLC. If such noncash proceeds are later reduced to cash, such cash may be distributed among the members as otherwise provided in this agreement.

(10) *Allocation and Distribution of Liquidation Proceeds:* Regardless of any other provision in this agreement, if there is a distribution in liquidation of this LLC, or when any member's interest is liquidated, all items of income and loss shall be allocated to the members' capital accounts, and all appropriate credits and deductions shall then be made to these capital accounts before any final distribution is made. A final distribution shall be made to members only to the extent of, and in proportion to, any positive balance in each member's capital account.

V. MEMBERSHIP WITHDRAWAL AND TRANSFER PROVISIONS

(1) *Withdrawal of Members:* A member may withdraw from this LLC by giving written notice to all other members at least 30 days before the date the withdrawal is to be effective.

(2) Restrictions on the Transfer of Membership: A member shall not transfer his or her membership in the LLC unless all non-transferring members in the LLC first agree to approve the admission of the transferee into this LLC. Further, no member may encumber a part or all of his or her membership in the LLC by mortgage, pledge, granting of a security interest, lien or otherwise, unless the encumbrance has first been approved in writing by all other members of the LLC. Notwithstanding the above provision, any member shall be allowed to assign an economic interest in his or her membership to another person without the approval of the other members. Such an assignment shall not include a transfer of the member's voting or management rights in this LLC, and the assignee shall not become a member of the LLC.

VI. DISSOLUTION PROVISIONS

(1) Events That Trigger Dissolution of the LLC: The following events shall trigger dissolution of the LLC, except as provided:

- (a) the death, permanent incapacity, bankruptcy, retirement, resignation or expulsion of a member, except that within NA of the happening of any of these events, all remaining members of the LLC may vote to continue the legal existence of the LLC, in which case the LLC shall not dissolve;
- (b) the expiration of the term of existence of the LLC if such term is specified in the Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement;
- (c) the written agreement of all members to dissolve the LLC;
- (d) entry of a decree of dissolution of the LLC under state law.

VII. GENERAL PROVISIONS

(1) Officers: The LLC may designate one or more officers, such as a President, Vice President, Secretary and Treasurer. Persons who fill these positions need not be members of the LLC. Such positions may be compensated or non-compensated according to the nature and extent of the services rendered for the LLC as a part of the duties of each office. Ministerial services only as a part of any officer position will normally not be compensated, such as the performance of officer duties specified in this agreement, but any officer may be reimbursed by the LLC for out-of-pocket expenses paid by the officer in carrying out the duties of his or her office.

(2) Records: The LLC shall keep at its principal business address a copy of all proceedings of membership meetings, as well as books of account of the LLC's financial transactions. A list of the names and addresses of the current membership of the LLC also shall be maintained at this address, with notations on any transfers of members' interests to nonmembers or persons being admitted into membership in the LLC.

Copies of the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, a signed copy of this operating agreement, and the LLC's tax returns for the preceding three tax years shall be kept at the principal business address of the LLC. A statement also shall be kept at this address containing any of the following information that is applicable to this LLC:

- the amount of cash or a description and value of property contributed or agreed to be contributed as capital to the LLC by each member;
- a schedule showing when any additional capital contributions are to be made by members to this LLC;
- a statement or schedule, if appropriate, showing the rights of members to receive distributions representing a return of part or all of members' capital contributions; and
- a description of, or date when, the legal existence of the LLC will terminate under provisions in the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement.

If one or more of the above items is included or listed in this operating agreement, it will be sufficient to keep a copy of this agreement at the principal business address of the LLC without having to prepare and keep a separate record of such item or items at this address. Any member may inspect any and all records maintained by the LLC upon reasonable notice to the LLC. Copying of the LLC's records by members is allowed, but copying costs shall be paid for by the requesting member.

(3) *All Necessary Acts:* The members and officers of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently. The Secretary of the LLC, or other officers, or all members of the LLC, may certify to other businesses, financial institutions and individuals as to the authority of one or more members or officers of this LLC to transact specific items of business on behalf of the LLC.

(4) *Indemnification:* The LLC shall indemnify the Member and those authorized officers, agents, and employees of the LLC identified in writing by the Member as entitled to being indemnified under this section for all costs, losses, liabilities and damages paid or accrued by the Member (as the Member or officer, agent, or employee) or any such office, agent, or employee in connection with the business of the LLC, except to the extent prohibited by the laws of the state that governs this Agreement. In addition, the LLC may advance costs of defense of any proceeding to the Member or any such officer, agent, or employee upon receipt by the LLC of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the LLC.

(5) *Mediation and Arbitration of Disputes Among Members:* In any dispute over the provisions of this operating agreement and in other disputes among the members, if the members cannot resolve the dispute to their mutual satisfaction, the matter shall be submitted to mediation. The terms and procedure for mediation shall be arranged by the parties to the dispute. If good-faith mediation of a dispute proves impossible or if an agreed-upon mediation outcome cannot be obtained by the members who are parties to the dispute, the dispute may be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any party may commence arbitration of the dispute by sending a written request for arbitration to all other parties to the dispute. The request shall state the nature of the dispute to be resolved by arbitration, and, if all parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such parties receive a copy of the written request. All parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney fees, costs and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on all the parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

(6) *Governing Law:* This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of the State in which the LLC was formed, without reference to the conflicts of law rules of that or any other jurisdiction.

(7) *Entire Agreement:* This operating agreement represents the entire agreement among the members of this LLC, and it shall not be amended, modified or replaced except by a written instrument executed by all the parties to this agreement who are current members of this LLC as well as any and all additional parties who became members of this LLC after the adoption of this agreement. This agreement replaces and supersedes all prior written and oral agreements among any and all members of this LLC.

(8) *Severability:* If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provisions shall remain in effect and enforceable.

VIII. SIGNATURES OF MEMBERS

Execution of Agreement: In witness whereof, the members of this LLC sign and adopt this agreement as the operating agreement of this LLC.

Date: Feb 2, 2018

Signature: 

Printed Name: Hyeri Yi, Member

Date: _____

Signature: _____

Printed Name: _____, Member

Date: _____

Signature: _____

Printed Name: _____, Member

Donna Donovan <ddonovan@natickma.org>

Re: CV & Change in Manager

1 message

Brian Lauzon <lauzon@natickpolice.com>

Sat, Apr 7, 2018 at 1:34 AM

To: Donna Donovan <ddonovan@natickma.org>

Donna,

Upon review we would recommend that this request be approved.

Respectfully,

Lt. Brian G. Lauzon

On Wed, Apr 4, 2018 at 10:43 AM, Donna Donovan <ddonovan@natickma.org> wrote:

> Hi Brian,

>

> Attached are the applications for Red Mango and Neiman Marcus. We are

> hoping to put Red Mango on the 4/17 agenda.

>

>

> Donna Donovan

> Senior Executive Assistant

> Town of Natick

> 508-647-6410

ITEM TITLE: United Auto: Application to Amend a Class II License

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Application	4/11/2018	Cover Memo
site plan	4/17/2018	Cover Memo

OF

508-823-5534

APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE
OR ASSEMBLE SECOND HAND MOTOR VEHICLES
OR PARTS THEREOF

Arocha @ united
auto network
z.com

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? UNITED AUTO ASSOCIATES INC.

DBA UNITED AUTO NATIONAL

Business address of concern. No. 133/135 W. CENTRAL ST. St.,

Natick MA 01760 City — Town.

2. Is the above concern an individual, co-partnership, an association or a corporation?

CORPORATION

3. If an individual, state full name and residential address.

4. If a co-partnership, state full names and residential addresses of the persons composing it.

5. If an association or a corporation, state full names and residential addresses of the principal officers.

President ARAQUI MEDES ROCHA, 100 TRIPP ST., FRAMINGHAM, MA

Secretary DRUM ROCHA MARTINS

Treasurer ARAQUI MEDES ROCHA, 100 TRIPP ST., FRAMINGHAM, MA

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? YES

If so, is your principal business the sale of new motor vehicles? NO

Is your principal business the buying and selling of second hand motor vehicles? YES

Is your principal business that of a motor vehicle junk dealer? NO

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

THE ADDITIONAL BUILDING (24,000 SF) WILL BE USED AS
OFFICES AND SHOWROOM, FOR BETTER ACCOMMODATES THE
CUSTOMERS.

8. Are you a recognized agent of a motor vehicle manufacturer? *N.P.*
(Yes or No)

If so, state name of manufacturer

9. Have you a signed contract as required by Section 58, Class 1? *N.P.*
(Yes or No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? *YES*
(Yes or No)

If so, in what city — town *NOTEN*

Did you receive a license? *YES* For what year? *SINCE 2015*
(Yes or No)

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? *N.P.*
(Yes or No)

Sign your name in full. *ARQUIMEDOS ROCHA*
(Duly authorized to represent the concern herein mentioned)

Residence *100 TRIPP ST. PRISMINGHAM, MA*

IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH
FULL INFORMATION, AND FALSE STATEMENTS
HEREIN MAY RESULT IN THE REJECTION OF
YOUR APPLICATION OR THE SUBSEQUENT
REVOCATION OF YOUR LICENSE IF ISSUED

NOTE: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)

LEASE

THIS INDENTURE OF LEASE dated as of July 19, 2017, is made by and between South Natick Partners III, LLC, or his assignee with place of business of 245 West Central St., Natick, MA 01760 ("Landlord") and United Auto Natick, LLC, a Massachusetts limited liability company with a place of business at 133 West Central Street, Natick, MA 01760 ("Tenant").

WITNESSETH that for and in consideration of the rents herein reserved and the covenants and agreements herein contained and expressed and to be kept, performed and fulfilled, the parties agree as follows:

Section 1 - Premises.

1.1 Landlord leases to the Tenant, and Tenant hereby leases from Landlord the building at 133 West Central Street, Natick, Massachusetts (the "Building") and the parking spaces all as outlined in green as shown on Exhibit A attached hereto and made a part hereof (the "Premises").

1.2 Tenant hereby accepts the Premises in its current condition, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Premises or the suitability of the Premises for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Premises and is not relying on any representations of Landlord, Landlord's agents with respect thereto. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were in good order and satisfactory condition when Tenant took possession, unless otherwise noted herein.

Section 2 - Term.

The term of this Lease shall begin September 1, 2017 provided that the parking lot of the Premises is completed by said date, and if not, then this Lease shall begin upon the completion of the parking lot of the Premises and shall continue for five successive years to May 31, 2022 (the "Term").

Section 3 - Rent.

Commencing upon the signing of this Lease the Tenant shall:

- 3.1 From October 1, 2017 to August 31, 2018 the Tenant shall pay to the Landlord for the Premises \$71,500.00 payable at the rate of \$6,500.00 per month.
- 3.2 From September 1, 2018 to August 31, 2019 the Tenant shall pay to the Landlord for the Premises \$90,000.00 payable at the rate of \$7,500.00 per month.
- 3.3 From September 1, 2019 to August 31, 2022 (3-years) the Tenant shall pay to the Landlord for the Premises \$324,000.00 payable at the rate of \$9,000.00 per month.

3.4 At the signing of this Lease the Tenant will pay to the Landlord a Security Deposit of \$6500.00 and the last month's Rent of \$9000.00 for a total of \$15,500.00. It is agreed that the Security Deposit and the last month's Rent of this Lease will not be put in escrow by the Landlord but will become funds that the Landlord can use.

Section 4 - Payment of Rent and Late Charges.

Payments due under Sections 3 above shall be made at Landlord's address set forth in Section 28, or such other place as Landlord may designate in writing, on or before the first of each month. If the payment is not received by Landlord on the first day of each month, Landlord shall be entitled to, and Tenant shall pay to Landlord a late fee equal to \$200.00 and if payment is not received by the 10th of the month, Tenant shall be in default of this Lease. All payments under this Lease shall be paid to Landlord without notice or demand, and without abatement, deduction, and counter claim or set-off. Any payment of Rent, Real Estate Tax Rent as hereinafter defined or Common Area Rent as hereinafter defined not received by the first day of each month shall be a default of this Lease.

Section 5 - Taxes and Assessments.

Landlord shall pay and discharge all real estate taxes and levies, and charges and governmental impositions, duties and charges of like kind and nature, which shall or may during the term of this Lease be charged, laid, levied or imposed upon or become a lien or liens upon the Building and the Property. Tenant shall pay all personal property taxes and other governmental impositions on its personal property and fixtures located at the Premises. Tenant shall also pay its proportionate share of the increase in real estate taxes beginning with the state fiscal year of 2017 and shall be based upon the number of square feet it is renting relates to the total rentable area of the entire Building. Said payment shall be called the Real Estate Tax Rent and shall be estimated at the commencement of the Lease and paid each month on a 1/12th basis. At the beginning of February of each year the Real Estate Tax Rent shall be adjusted to reflect the over payment or under payment of the previous months.

Section 6 - Quiet Enjoyment.

The Tenant upon paying all of the rents set forth herein and observing the other covenants and conditions herein upon its part to be observed, shall peaceably and quietly hold and enjoy the Premises without hindrance by, from or through Landlord, subject to the terms of this Lease, including without limitation Landlord's rights of entry delineated in Section 24 hereof.

Section 7 - Signs.

Landlord shall have the right to maintain the sign for the tenants in the Building which is on a pole or poles on the Southerly side of the ORS; Tenant shall maintain a sign identifying the name of its business at all times and must utilize the existing sign location on the property. Tenant shall be responsible at its costs to comply with all the sign laws in the Town of Natick, MA. The sign shall be at Tenant's sole cost and in addition to the specifications in the preceding sentences, must be in compliance with all federal, state and local laws and ordinances. If Tenant proposes to alter the existing signage (other than

changing the name of the business), Tenant shall obtain the prior written consent of the Landlord, and consent of the Town of Natick.

Section 8 - Repairs and Maintenance by Tenant.

8.1 Tenant shall, at its own expense, be responsible for all maintenance and repairs to the IRS including, without limitation, outdoor and indoor light bulbs, ballasts, use-related fixtures such as lifts used to service vehicles (hydraulic or otherwise), alarm system serving the IRS, all interior painting desired by Tenant, and replacement of broken glass within the Premises (which includes the exterior windows). Tenant shall employ suitable contractors (approved by Landlord) to perform maintenance of said items. Tenant shall also promptly make any repairs lawfully required by any public authority as a result of changes in statutes or regulations which become effective subsequent to the beginning of the term of this Lease and which repairs are required because of the nature of the occupancy of the Premises by Tenant or the manner in which it conducts its business therein as a Class II Licensed operator only and not as general retailer of goods. At the expiration of this Lease or earlier termination hereof for any cause herein provided for, Tenant shall deliver up the Premises to Landlord broom clean, free of all the Tenant's property including but not limited to all vehicles, and in the same state of repair as at the beginning of the term hereof, wear and tear, taking by eminent domain and damage due to fire or other casualty insured against excepted.

8.2 Landlord makes no warranties or representations regarding indoor air quality or condition within the Premises. Furthermore, Landlord shall have no responsibility regarding indoor air quality or condition (through rent offset by Tenant or otherwise), such responsibility being solely that of Tenant, unless caused by circumstances solely within the control of the Landlord. Tenant has conducted or has had the opportunity to conduct all testing regarding indoor air quality and condition, and hereby releases Landlord for any claim therefore. Landlord reserves the right to access the leased premises on a monthly basis to inspect and replace if necessary the HVAC filters or any other portion of the Premises to inspect or maintain.

8.3 In the event Tenant fails to make promptly any repairs required of Tenant hereunder, or fails to perform any of its other obligations, Landlord may, at its option, if such failure continues for more than five (5) days after Tenant's receipt of written notice by Landlord, make such repairs or perform such obligations to Tenant's account and the cost thereof will become an obligation of Tenant under this Lease, payable within thirty (30) days of demand and shall be deemed Rent, the nonpayment of which shall be a default under this Lease.

8.4 The Tenant shall be responsible for any sewer line stoppages it causes or for any damage caused by the Tenant to the wiring, electrical panel; conduits, electric lines, lights, light fixtures, and for any damage to any bathroom fixtures and any fixture within the IRS.

8.5 The Tenant will police, sweep and keep free of rubbish the area around the Premises from the exterior edge of the Premises to a point 25 feet therefrom.

8.6 The Tenant will be responsible for the removal of snow from the Premises

Section 9 - Landlord's Maintenance, Repair and Replacement Obligations.

Except for damage caused by any act or omission of Tenant, or Tenant's employees, agents, contractors or invitees, Landlord shall be responsible for structural maintenance, repair, and, if necessary, replacements of the roof, foundation and exterior walls of the Building, plumbing and electrical systems and all common areas of the Building and the Property. In connection with the foregoing, Landlord shall maintain the same during the term hereof consistent with their condition as of the date hereof, reasonable wear and tear, casualty and condemnation excepted, however, Landlord shall not be obligated to maintain, repair or replace any windows, doors, plate glass or interior surfaces of walls contained in the Building. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair or replace. The parties acknowledge that Tenant has responsibility for all other maintenance and repairs to the IRS and the ORS, together with payment of all reasonable costs and expense associated with the IRS and ORS excepting only any responsibility specifically accepted by Landlord hereunder. Tenant hereby waives the benefit of any present or future laws, ordinances and regulations which may provide Tenant the right to repair the Premises or Property at Landlord's expense or to terminate this Lease because of the condition of the Property or Premises. The Landlord shall have the right to maintain the mulch area on the southerly side of the ORS and mulch the area in outside area in front of the IRS. Landlord shall be responsible for snow plowing only in the common areas. Proportionate share shall mean the percentage of space the Tenant is occupying in the Building compared to the entire Building.

Section 10 - Alterations and Additions.

Tenant shall not make structural alterations or additions to the Premises, but may make non-structural alterations provided Landlord consents thereto in writing prior to the commencement of any such proposed alterations. All such allowed alterations shall be at Tenant's sole expense and shall be in quality at least equal to the present construction. Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant and shall cause any such lien to be released of record without cost to Landlord. Any alterations or improvements made by Tenant shall at the option of the Landlord become the property of Landlord at the termination of occupancy as provided herein. Landlord shall have the right to require the Tenant to *remove* said improvement unless agreed to in writing otherwise by the parties prior to the alteration being made by the Tenant. Landlord reserves the right to require that Tenant demolish and remove, at Tenant's sole expense, any alterations or improvements made by Tenant. Such demolition and removal will be completed prior to Tenant vacating the Premises upon the expiration or termination of this Lease.

Section 11 - Machinery, Equipment, Trade Fixtures, Personal Property, Inventory of Vehicles -

11.1 Tenant agrees that it shall not install any machinery, equipment, trade fixtures or appurtenances thereto in the Premises that cannot be removed from the Premises without damage to the Premises, unless required by Tenant's insurer, or any specific

requirements of the manufacturer or installer of any such equipment, and in any such case, not without Landlord's prior written consent.

11.2 Tenant agrees that:

11.2.1 all machinery and equipment, and appurtenances thereto, installed in the Premises by Tenant, or by any employee, agent or subcontractor of Tenant, which may be removed from the Premises without damage to the Premises, and

11.2.2 all moveable trade fixtures, furniture, furnishings installed or located in the Premises, including inventory of vehicles shall be deemed to remain the personal property of Tenant and that all such machinery, equipment, appurtenances and movable trade fixtures, furniture, furnishings and any other personal property, including inventory of vehicles, of Tenant or of any employee, agent or subcontractor of Tenant which is located at the Premises (collectively, the "Personal Property"), must be removed from the Premises, at or prior to the expiration of this Lease or its earlier termination for reason. Tenant shall repair any damage occasioned by such removal and shall restore the Premises to its condition as at the beginning of the term hereof, reasonable wear and tear, taking by eminent domain and damage due to fire or other casualty insured against excepted.

11.3 Any Personal Property, including inventory of vehicles, which remains at the Premises:

11.3.1 after the same are left on the Premises by Tenant (whether at the expiration of the term hereof or otherwise), may be removed from the Premises by Landlord and stored for the account of Tenant, and if Tenant shall fail to reclaim such property within fourteen (14) days following its leaving the Premises (the release of such Personal Property being expressly conditioned upon Tenant's payment in full of all obligations due and owing hereunder), subject to the claims of any secured creditors, such Personal Property may be appropriated, sold, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without obligation to account therefor; or

11.3.2 after the termination of this Lease by summary process, may be removed from the Premises by Landlord or its agent and stored and/or disposed of in accordance with the Massachusetts Law regarding property abandoned or unclaimed by tenants. In any such case, unless prohibited by Massachusetts Law, Tenant shall pay to Landlord all reasonable costs incurred by Landlord in removing, storing, selling, destroying or otherwise disposing of any such Personal Property, including reasonable attorney's fees and expenses, less income from the sale of such Personal Property.

Section 12 - Utilities, Cleaning and Trash Removal.

Tenant shall make arrangements for, and shall pay when due all charges for:

12.1 all separately metered utilities (as applicable), including but not limited to gas, electricity, water, sewer, heat, power, telephone;

12.2 cleaning and janitorial services for the interior of the Premises;

12.3 trash removal services for all wastes from the Premises; and

12.4 any other services supplied to Tenant at the Premises, and shall hold and save Landlord harmless from any expense or liability connected therewith. Landlord shall be

under no responsibility to supply either heat or hot water to the Premises at any time whatsoever. Landlord will provide and maintain in good working order utility connections up to the exterior wall of the IRS. In no event shall Landlord be responsible or liable to Tenant or anyone claiming under Tenant for failure or cessation of supply of any utilities, unless such cessation is due to any acts or omissions of the Landlord. Tenant shall be responsible to maintain the Premises and shall obtain an annual service contract for the same with a service provider reasonably acceptable to Landlord.

Section 13 - Use of the Premises.

13.1 Premises shall be used only for a used vehicle dealership and automobile repair shop for the automobile dealership only and not for the general public, all subject to appropriate licensing and permitting by the Town of Natick, including but not limited to the number of automobiles/vehicles that can be stored on the Property, and in accordance with G.L. c. 140, as amended, and any other applicable law. **It is acknowledged and understood by the Parties that no auto body work, as such term is commonly understood in the industry, including but not limited to painting of automobiles or other vehicles shall be conducted by Tenant. It is also acknowledged, understood and agreed to by Tenant that the Premises may be used for one business, and one business only, as prescribed by the applicable Town license.** In its use of the Premises, the Tenant shall not allow any vehicle on the ORS which is in excess of nine (9) feet tall. The Tenant may temporarily store vehicles over 9 feet tall in the area on the east side of the Premises where the approximately 15 spaces are located but not for more than one

13.2 Tenant shall:

13.2.1 take all reasonable measures to minimize any damage to the Premises, the Building and the Property incidental to such use, including without limitation, the installation of lifts (hydraulic or otherwise), and

13.2.2 comply with all statutes, ordinances and regulations applicable to the use thereof, including, without limiting the generality of the foregoing, the Zoning Ordinance of the Town of Natick, Massachusetts, as now in effect or as hereafter amended. In addition, if the applicable laws, ordinances, codes or regulations require or if Landlord's insurance underwriter suggests that Tenant's use suggests or requires that any additional safety sprinklers or safety appliances be installed, Tenant shall furnish such items at its sole cost and expense.

13.2.3 notwithstanding any provision to the contrary in this Lease, may provide maintenance service only to those customers the Tenant has sold vehicles and no others and mandatory (by law because of said sale) repair services to those customers.

13.2.4 notwithstanding any provision to the contrary in this Lease, not put up any sign advertising the maintenance or repair of vehicles.

13.3 Tenant shall not injure or deface, or commit waste with respect to the Premises, nor occupy or use the Premises in such manner as to constitute a nuisance of any kind, nor for any purpose nor in any manner in violation of any present or future laws, rules, requirements, orders, directions, ordinances or regulations of any governmental or lawful authority including Boards of Fire Underwriters. Tenant shall, immediately upon the discovery of any unlawful, illegal, disreputable or extra hazardous use, take all necessary steps to discontinue such use. Tenant shall pay all extra insurance premiums, which may be caused by the use that Tenant may make of the Premises.

13.4 Tenant shall procure all licenses or permits required by Tenant's use of the Premises.

13.5 Tenant's use of entrance and exists to the Premises, and designated parking areas on the Property shall be subject to any reasonable rules or regulations that may be established from time to time by Landlord. Tenant shall be required, at its own cost and expense, to clear the Premises of snow and ice when necessary and to clear the walkways and entrances from the common area from the entrance/exit doors of the IRS out into the common area five 5feet.

13.6 Tenant shall not permit any employee, servant, agent, invitee or visitor of Tenant to violate the covenants or obligations of Tenant hereunder.

Section 14- Assignment.

(a) Tenant shall not, without the prior written consent of Landlord, assign or sublease this Lease in whole or in part, or mortgage, pledge or encumber its leasehold interest hereunder. With respect to an assignment, the Landlord's consent will not be unreasonably withheld if the assignee's use, financial capacity, and use requirements are acceptable to Landlord. Any request for such consent shall be accompanied with reasonably detailed information regarding the creditworthiness and business experience of the proposed assignee. The proposed new tenant shall submit a financial statement and such other information the Landlord shall reasonably require. In the event of such assignment, Tenant may assign liability to new occupant for all the rental payments called for under the terms of this Lease and for the performance of all covenants herein to be performed by Tenant. If the Tenant is allowed to assign this Lease by the Landlord and the assignee is paying more rent either in a lump sum or otherwise then the Landlord shall have the right to 50% of the lump sum or increase in rent.

Section 15 - Mechanic's Lien.

In the event of the filing in the Middlesex (or any other) County Registry of Deeds of any notice of a builder's, supplier's or mechanic's lien on the Premises arising out of any work performed by or on behalf of Tenant, Tenant shall cause said lien to be released and discharged within thirty (30) days of the filing of the lien, or otherwise consistent with Massachusetts law.

Section 16 - Liability.

Landlord shall not be liable for any injury or damage to any person happening on the Premises or for any injury or damage to the Premises or to any property of Tenant or to any property of any third person, firm, association or corporation on the Premises. Tenant shall indemnify and save Landlord harmless from and against any and all liability and damages, costs and expenses, including reasonable attorney fees and expenses, and from and against any and all suits, claims and demands of any kind or nature, by and on behalf of any person, firm, association or corporation, arising out of or based upon any incident, occurrence, injury or damage which shall or may happen on the Premises and from and against any matter or thing growing out of the condition, maintenance, repair,

alteration, use, occupation or operation of the Premises or the installation of any property therein or the removal of any property therefrom. It is understood and agreed that all covenants of Landlord contained in this Lease shall be binding upon Landlord and Landlord's successors only with respect to breaches during Landlord's and Landlord's successors' respective ownership of Landlord's interest hereunder. In no event shall Landlord be liable to Tenant for any indirect, special, or consequential damages suffered by Tenant from whatever cause.

Section 17 - Liability Insurance.

Tenant shall throughout the term hereof procure and carry, at its expense, commercial general liability insurance on the Premises with an insurance company authorized to do business in Massachusetts and reasonably acceptable to Landlord. Such insurance shall be carried in the name of and for the benefit of Tenant and Landlord; shall be written on an "occurrence" basis; and shall provide coverage of at least \$1,000,000.00 in case of death of or injury to one person; at least \$2,000,000.00 in case of death of or injury to more than one person in the same occurrence; and at least \$1,000,000.00 in case of loss, destruction, or damage to property. Tenant shall also maintain workers' compensation insurance and commercial automobile insurance as required by applicable law. Tenant shall furnish to Landlord a certificate of such insurance that shall provide that the insurance indicated therein shall not be canceled without at least thirty (30) days' written notice to Landlord. Tenant will provide such insurance at the signing of this Lease and at each renewal.

Section 18 - Waiver of Subrogation.

All insurance policies carried by either party covering the Premises, including but not limited to contents, fire and casualty insurance, shall expressly waive any right on the part of the insurer against the other party. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefor, so long as the other party pays such extra cost. If extra cost shall be chargeable therefor, each party shall advise the other thereof and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so. Each of the parties hereby waives all claims for recovery from the other party for any loss or damage to any of its property insured under such insurance policies not containing such subrogation waivers.

Section 19 - Condemnation, Destruction or Damage.

If the Premises, or any material portion thereof, are taken by eminent domain, or condemned for public use, this Lease may be terminated by either party except as provided below, and any and all awards for such taking shall be the exclusive property of Landlord. Nothing contained herein shall be construed to preclude Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business or depreciation to, damage to, or cost of removal of, equipment and other personal property belonging to Tenant, provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or the award to any mortgagee. As to all other claims that the Tenant may have it expressly assigns such claim to the Landlord.

Section 20 - Repossession by Landlord.

At the expiration of this Lease or upon the earlier termination of this Lease for any cause herein provided for, Tenant shall peaceably and quietly quit the Premises and deliver possession of the same to Landlord.

Section 21 - Mortgage Lien.

Tenant agrees that this Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of:

21.1 any mortgage constituting a lien of the Property, or any part thereof, at the date hereof,

21.2 the lien of any mortgage hereafter executed to a bank, trust company or other recognized lending institution to provide permanent financing or refinancing of the land and improvements containing the Premises, and

21.3 any renewal, modification, consolidation or extension of any mortgage referred to in clauses 21.1 and 21.2. Tenant shall, upon demand at any time or times with at least ten (10) business days prior written notice, execute, acknowledge and deliver to Landlord, any and all instruments that may be requested to evidence or confirm the subordination this Lease and all rights of Tenant hereunder to the lien of any mortgage referred to in clauses 21.1, 21.2, or 21.3, of the preceding sentence. Upon request of Tenant, Landlord agrees to use good faith commercially reasonable efforts to cause its mortgage lender to enter into a subordination, non-disturbance and attornment agreement with Tenant on such mortgage lender's standard form.

Section 22 - Environmental Matters.

22.1 Except as explicitly authorized by Tenant's government-issued license(s), permits or otherwise by applicable local state or federal law pursuant to Tenant's use of the Premises as an automobile dealership and repair shop, Tenant represents and covenants that it shall not dispose of any Hazardous Waste nor shall it use the Premises for the Storage, Treatment or Disposal of Hazardous Wastes, except in full compliance with all applicable laws, regulations and requirements of Governmental Authorities (as hereinafter defined). For the purposes of this Lease, the terms Hazardous Waste, Storage, Treatment and Disposal are defined by cumulative reference to the following sources, as amended from time to time: (1) The Resource Conservation and Recovery Act of 1976, 42 USC §6901 et seq (RCRA); (2) EPA Federal Regulations promulgated thereunder and codified in 40 C.F.R. Parts 260-265 and Parts 122-124; (3) Chapter 21C and 21E of the Massachusetts General Laws; and regulations promulgated thereunder by any agency or department of the Commonwealth of Massachusetts. Promptly, upon the request of Landlord, Tenant shall provide Landlord with a list of all Hazardous Materials generated, stored, treated, or used on the Premises.

22.2 As used in this Section, the term "Hazardous Material" shall mean any substance, water or material which has been determined by Massachusetts, federal or local government authority to be capable of posing a risk of injury to health, safety and property, including, but not limited to, all of those materials, wastes and substances

designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation, and/or any other governmental agency, federal, state, or local, now or hereafter authorized to regulate materials and substances in the environment (collectively "Governmental Authority(ies)").

22.3 Tenant agrees to take responsibility for any remedial action required by Government Authorities having jurisdiction regarding any Hazardous Material or Hazardous Waste owned, controlled, used or manufactured by Tenant, or for which Tenant is otherwise legally responsible. Tenant shall pay all costs in connection with any such investigation or remedial activity including, without limitation, all installation, operation, maintenance, testing, and monitoring costs, all power and utility costs and any and all pumping taxes or fees that may be applicable to Tenant's activities. Tenant shall perform all such work in a good, safe and workmanlike manner, in compliance with all laws and regulations thereto, and shall diligently pursue any required investigation and remedial activity until Tenant is allowed to terminate these activities by those Government Authorities having jurisdiction.

22.4 Tenant shall conduct any testing, monitoring, reporting and remedial activities in connection with the Premises in a good, safe and workmanlike manner, and in compliance with all laws and regulations applicable thereto. Tenant shall promptly provide Landlord with copies of any testing results and reports that are generated in connection with Tenant's activities and unless required by law the Tenant shall not submit any finding to any Government Authority.

22.5 Tenant shall use its best efforts (including payment of money) not to cause or suffer any lien to be recorded against the land and building containing the Premises as a consequence of, or in any way related to, the presence, remediation or disposal of Hazardous Material or Hazardous Waste in or about the Premises, including any mechanics' liens and any so-called state, federal or local "superfund" lien relating to such matters.

Section 23 - Americans With Disabilities Act.

After the Commencement Date, Tenant shall comply with the Americans with Disabilities Act of 1990 as the same has been or may be amended from time to time ("ADA") and the regulations promulgated thereunder. Tenant hereby expressly assumes all responsibility for compliance with the ADA relating to the Premises and the activities conducted by Tenant within the Premises. Any alterations to the Premises made by Tenant for the purpose of complying with the ADA or which otherwise require compliance with the ADA shall be done in accordance with this Lease; provided, that Landlord's consent to such alterations shall not constitute either Landlord's assumption in whole or in part, of Tenant's responsibility for compliance with the ADA, or representation or confirmation by Landlord that such alterations comply with the provisions of the ADA.

Section 24-Default.

24.1 In the event

24.1.1 any installment of rent shall not be paid by the tenth day of each month; or

24.1.2 any installment of rent not paid by the first day of the month and paid by the tenth day of the month without the late fee of \$200,00 for such late payment; or

24.1.3 Tenant defaults in the performance or observance of any other covenant or condition in this Lease and such default of such performance (other than the payment of rent) or observance remains not remedied for fifteen (15) days after written notice thereof has been received by Tenant; or

24.1.4 Tenant makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver or any trustee of or for Tenant of any substantial part of its property, commences any proceeding relating to Tenant or any substantial part of its property under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or there is commenced against Tenant any such proceeding which remains un-dismissed for a period of ninety (90) days, or any order approving the petition in any such proceeding is entered, or Tenant by any act indicates its consent to, or acquiescence in any such proceeding or the appointment of any receiver of or trustee for Tenant of any substantial part of its property, or suffers any such receivership or trusteeship to continue not discharged for a period of sixty (60) days, then in any of such events, Landlord may immediately or at any time thereafter and without demand terminate this Lease by written notice to Tenant thereof, or, without demand or notice enter upon the Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove their effects forcibly, if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant.

24.2 Upon such termination notice or entry this Lease shall terminate, and Tenant shall then immediately quit and surrender the Premises to Landlord, but Tenant shall be liable for not more than six month rent together with the cost or re-renting the Premises which shall include but be limited to any real estate brokerage fee and the reasonable attorney fees for reviewing the new lease.

24.3 Following termination, without prejudice to other remedies Landlord may have by reason of Tenant's default or of such termination, Landlord may

24.3.1 peaceably reenter the Premises upon voluntary surrender by Tenant or remove Tenant therefrom and any other persons occupying the Premises, using such legal proceedings as may be available;

24.3.2 repossess the Premises or re-let the Premises or any part thereof for such term (which may be for a term extending beyond the remainder of the Lease term), at such rental and upon such other terms and conditions as Landlord in Landlord's sole discretion shall determine, with the right to make alterations and repairs to the Premises; and

24.3.3 remove all personal property of the Tenant therefrom and dispose of the property as the Landlord determines in the Landlord sole judgment.

24.4 Following termination, Landlord shall have all the rights and remedies of a landlord provided at law and in equity. The amount of damages Tenant shall pay to Landlord following termination shall include all rent unpaid up to the termination of this Lease.

24.5 Landlord shall not be in default on any of its obligations under this Lease, unless it shall fail to cure said default within forty-five (45) days after Tenant has provided Landlord with written notice of such default; provided, however, if the default cannot be cured within

said forty-five (45) day period, Landlord shall have such further period as may be required by Landlord as long as it is reasonably proceeding to cure said default, but in no event shall such further period exceed an additional one hundred twenty (120) days.

Section 25 - Attorneys Fees and Expense Reimbursement.

If either party becomes a party to any third-party litigation concerning this Lease, the Premises or the Property by reason of any act, omission, or breach of representation by the other party, the party that causes the other party to become involved in the litigation shall be liable to that party for that party's reasonable attorneys' fees and costs incurred in such litigation. Notwithstanding any provision in the Lease to the contrary, and in addition to any other remedies Landlord may have at law or equity and/or under this Lease, in the event that Landlord incurs attorneys' fees or costs in connection with the collection of rent or other amounts due hereunder, or in connection with the enforcement of any provision hereof, Tenant shall pay such reasonable attorneys' fees and costs to Landlord immediately upon demand, unless such enforcement results in litigation and Tenant prevails in such action, in which case the subsequent sentence shall apply. If either party commences an action against the other party arising out of or in connection with this Lease, upon obtaining a final unappealable or unappealed judgment from a court of competent jurisdiction, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

Section 26 - Access to Premises.

Landlord or its representatives and agents shall have free access to the Premises at reasonable intervals, including during normal business hours (upon at least 24 hours written notice to Tenant (including via email) except in an emergency in which event, no notice shall be required) for the purpose of inspection, or for the purpose of showing the Premises to prospective purchasers, lenders or tenants, or for the purpose of conducting maintenance, making repairs or installing replacements which Landlord is obligated to do hereunder or which Tenant is obligated to do hereunder but has failed or refused to do. The preceding sentence does not impose upon Landlord any obligation to conduct maintenance, make repairs or install replacements. Landlord also reserves the right to alter, change, close or limit access to any portion of the common areas in the Building or on the Property or to designate portions of such common areas for use by a single tenant of the Property, so long as prior written notice is given to Tenant (including via email) and as long as such designation does not materially and adversely impede Tenant's use of the Premises, as such is defined in Section 13 hereof, although Tenant acknowledges that such activities may result in inconvenience to Tenant.

Section 27 - Holding Over.

Except for written mutual consent by Landlord and Tenant, any holding over by Tenant after the expiration of the term of this Lease shall be treated as a daily tenancy at sufferance at a rate equal to two hundred percent (100%) of the rent and additional rent herein provided (prorated on a daily basis) and shall otherwise be on the terms and conditions set forth in this Lease as far as applicable.

Section 28 - Notices.

All notices, requests and other communications required or permitted under this Lease shall be in writing and shall be:

28.1 personally delivered; or

28.2 sent by certified mail, return receipt requested, postage prepaid; or

28.3 sent by a national overnight delivery service which maintains delivery records with signature required;. Notices shall be delivered or mailed to the addresses indicated below. All notices shall be effective and deemed received upon delivery (or refusal to accept delivery). Either party may change its notice address upon written notice to the other party.

If to Landlord:

South Natick Partners III, LLC.
c/o Lance LaFave
245 West Central Street
Natick, MA 01760
Email: lance@newtondistributing.com

With a Copy to:

Matthew Henson
Henson Klein LLP
120 Water Street
Boston, MA 02109

If to Tenant:

United Auto Natick, LLC
c/o Arquimedes Rocha
and/or Bruno Medina
135 West Central Street
Natick, MA 01760
Email:
arocha@unitedautonatick.com;
bmedina@unitedautonatick.com

With a Copy to:

Section 29 - Succession.

This Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto. The Landlord shall have with notice to the Tenant to assign this Lease to any third party or entity and such third party or entity shall without further notice become the Landlord to the extent it or he/she had been named as Landlord in the first instance. This Section shall not be construed to give Tenant the right to assign this Lease, which shall be governed by Section 14 hereof.

Section 30- Waiver.

Any consent, expressed or implied, by either party to any breach by the other party of any covenant or condition of this Lease shall not constitute a waiver of any prior or succeeding breach of the same or any other covenant or condition of this Lease. Acceptance by Landlord of rent or other payment with knowledge of a breach or default under any term hereof by Tenant shall not constitute a waiver by Landlord of such breach or default. This Lease shall not be modified or canceled except by writing executed by Landlord and Tenant.

Section 31 Landlord's and Tenant's Representations.

31.1 Landlord represents that no other leases for this Premises exists as of June 2013, and that all prior leases for the Premises have terminated. No other representations of any kind or nature concerning the Premise or any part thereof not contain herein. have been made to the Tenant either before or at the time of the execution of this Lease.

31.2 The Tenant represents to the Landlord that it does hereby relinquish to the Landlord any rights that the former tenant may have granted to the Tenant by way of an assignment of the former tenant's lease for the Premises to the Tenant.

Section 32 - Entire Agreement.

This Lease is the only agreement between the parties pertaining to the Lease of the Premises, and no other agreements shall be effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendments shall be void.

Section 33 - Tenant Authority.

If Tenant is a partnership or limited liability company, each person or entity signing this Lease for Tenant personally represents and warrants that he/she/it is a general partner of the partnership or a manager or managing member of the company, that he/she/it has full authority to sign for the partnership and that this Lease binds the partnership or company and all general partners of the partnership or the company and its members.

Section 34 - Execution of Lease.

This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Submission of this Lease to Tenant shall not constitute an option to Lease, and this Lease shall not be effective until execution and delivery by both Landlord and Tenant.

Section 35 - Brokerage.

The parties represent and warrant to each other that they had no contact with any real estate broker, salesman or finder in connection with the transaction resulting in this Lease. Each of Landlord and Tenant hereby agrees to indemnify and hold the other harmless from and against any claims for brokerage commissions, if such party has misrepresented the statements set forth in this Section; such indemnification to include reasonable attorneys' fees and costs incurred in connection with defending any such claims.

Section 36 -Construction.

In the event it shall be necessary to determine the meaning of this Lease, of any part thereof, this Lease shall be read in its entirety to determine such meaning. There shall be no favorable construction imposed upon or against either party resulting from any perceived imbalance in either party's bargaining power. Although the printed provisions of this Lease were drawn by Landlord, this Lease shall be construed not for or against Landlord or Tenant but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

Section 37 - Governing Law.

This Lease shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

Section 38 - Force Majeure.

With respect to any services, including, without limitation, electric current or water to be furnished by Landlord to Tenant, or obligations to be performed by Landlord hereunder, Landlord shall in no event be liable for failure to furnish or perform the same when (and the date for performance of the same shall be postponed so long as) Landlord is prevented from doing so by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services, or perform such obligations or because of war or other emergency, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant or Tenant's servants, agents, employees, licensees, invitees or any person claiming by, through or under Tenant.

Section 39 - Invalidity of Particular Provisions.

If any term or provisions of this Lease or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions 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 enforceable to the fullest extent permitted by law.

Section 40 - Recording.

Tenant agrees not to record this Lease.

Section 41 - Status Report.

Recognizing that Landlord may find it necessary to establish to third parties, such as accountants, prospective purchasers, banks, mortgagees or the like, the then current status of performance hereunder, Tenant, on the request of Landlord made from time to time, shall within ten (10) days furnish to Landlord, a statement of the status of any matter pertaining to this Lease, including without limitation, acknowledgments that (or the extent to which) each party is in compliance with its obligations under the terms of this Lease.

Section 42 -Performance Contingent Upon License Transfer.

The parties' intent to execute this Lease agreement upon agreement of all terms and conditions, however, Parties acknowledge and agree that performance of the Lease is contingent upon the Tenant successful obtaining a Class II Dealership License from the Town of Natick Massachusetts which the Tenant shall actively pursue. The Tenant also agrees to pay rent for the month of June which will be nonrefundable if it does not receive said License. The Parties agree to cooperate and participate in the process to obtain the license.

Section 43- Vehicles.

The Tenant will dispose of in any lawful manner the vehicles that were left by the previous tenant to the Premises.

Section 44 -Environmental Remediation.

Tenant acknowledges that the Premises may be contaminated by oil or hazardous substances that may require remediation, and agrees that it shall cooperate with the Landlord and its Contractors, agents, and representatives in any and all efforts related to the testing, treating, and remediation of said Premises. Landlord shall use his best effort to provide the Tenant with at least 24-hour notice of any remediation activity.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed under seal and delivered by their respective duly authorized representatives as of the

day and year first above written.

LANDLORD:
Natick Partners III, LLC

WITNESS:

By: _____
Name: Lance LaFave

Name

TENANT:
United Auto Natick, LLC

By: _____
Name:

By: _____
Name

EXHIBIT A

DEPICTION OF PREMISES
CALCULATION OF INTERIOR SQUARE FOOTAGE

(SEE ATTACHED)



***COMMUNITY AND ECONOMIC
DEVELOPMENT***

BUILDING

PLANNING

ZONING

CONSERVATION

No. 41

BUILDING DEPARTMENT

13 EAST CENTRAL ST. NATICK, MA 01760

Date: April 9, 2018

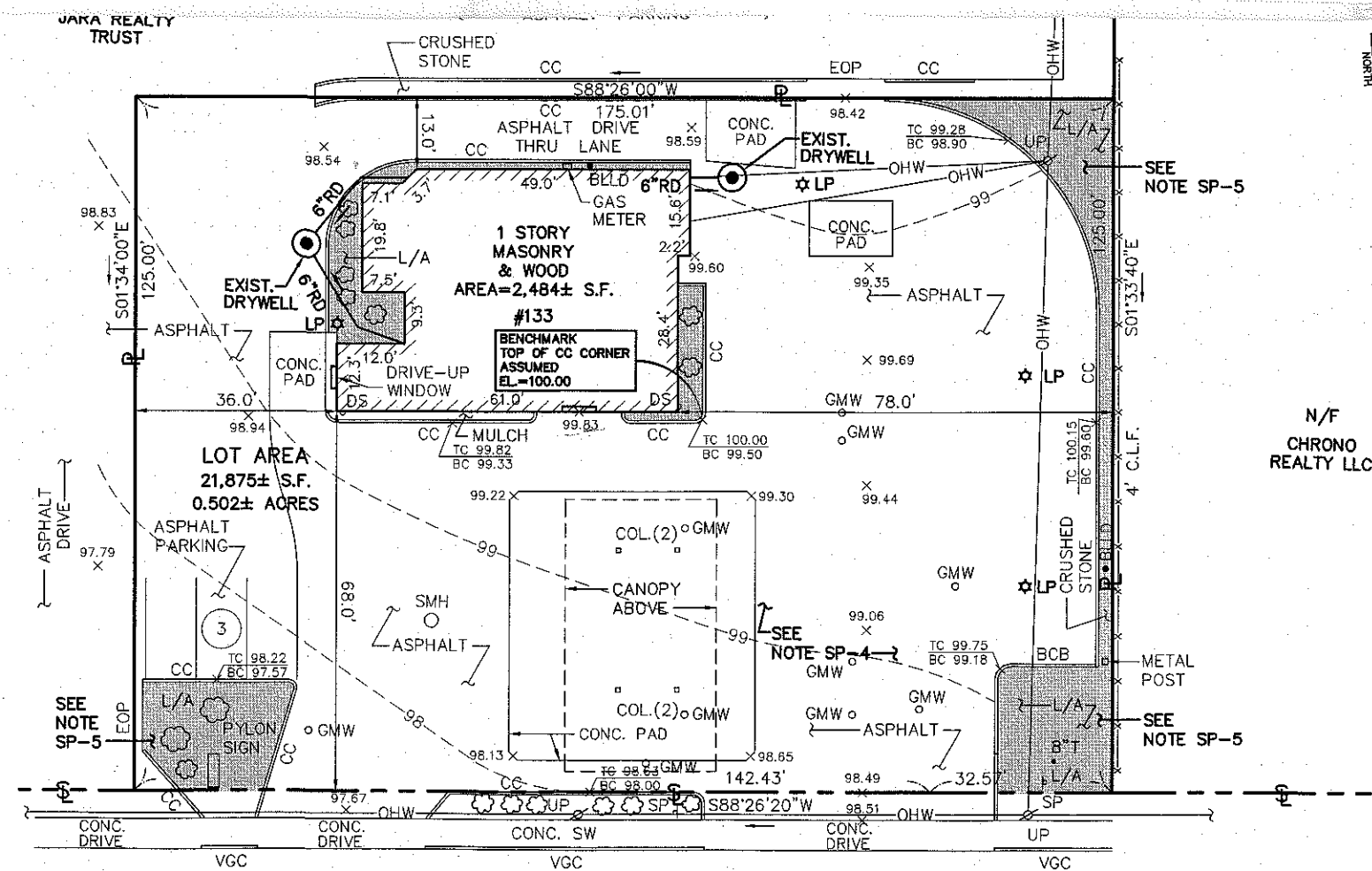
CERTIFICATE OF OCCUPANCY

United Auto Natick

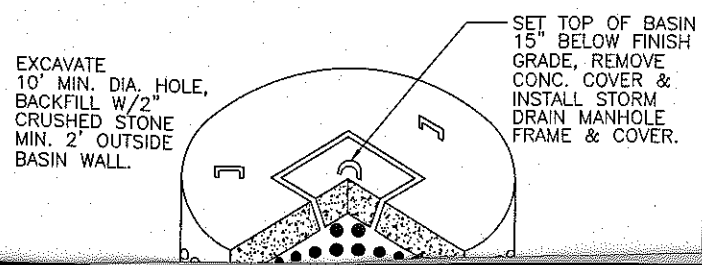
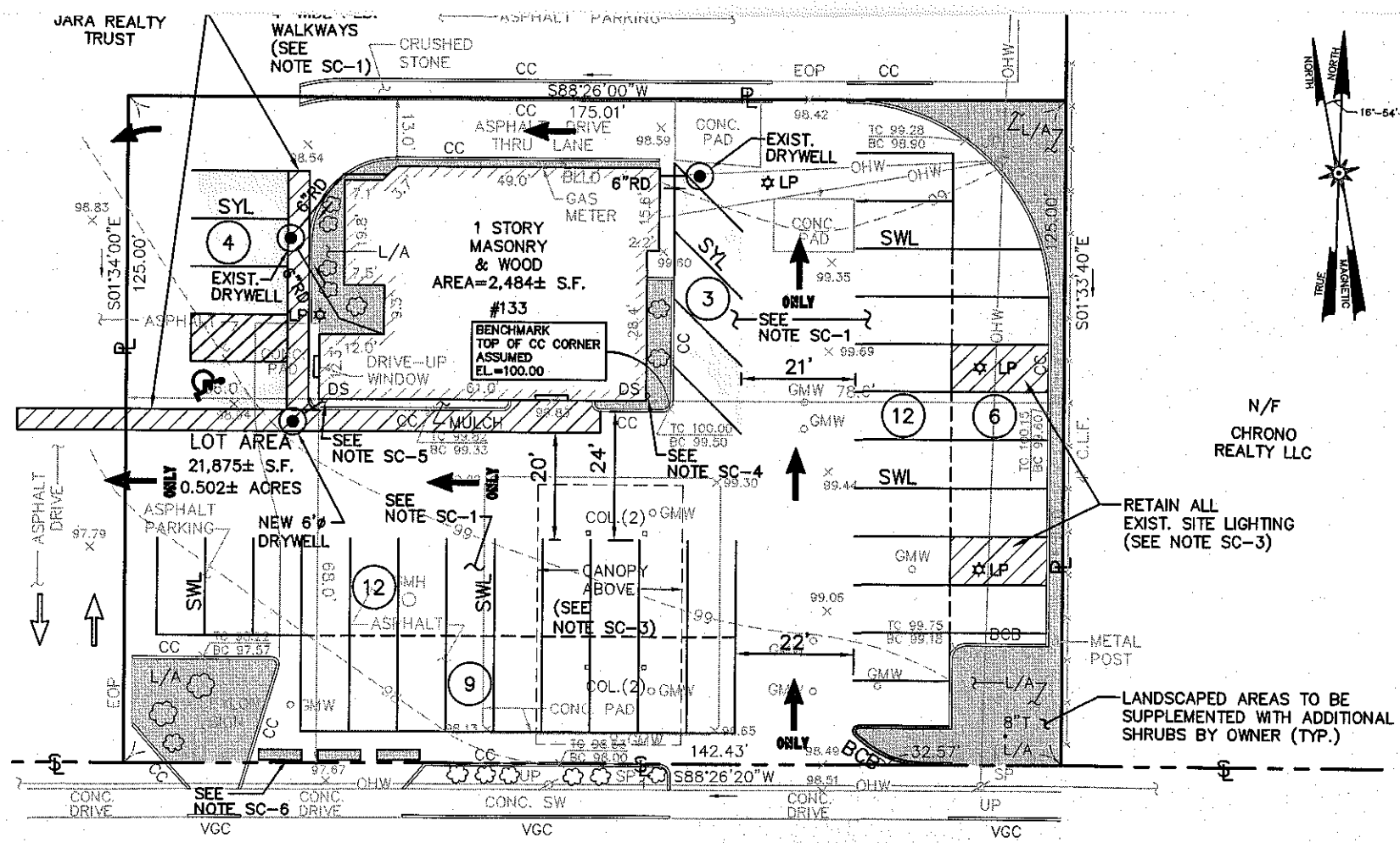
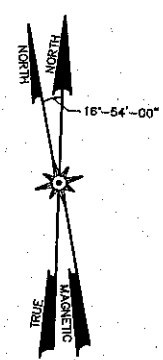
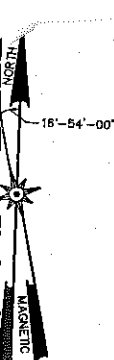
This is to certify that permission is granted under Sec. 120 of the State Building Code and granted under Sec. VID of the Natick Zoning Bylaws for the OCCUPANCY as a used car sales lot located at *133 West Central Street*, Natick, MA.

A handwritten signature in black ink, appearing to read "David Gusmini".

David Gusmini
Building Commissioner



N/F
CHRONO
REALTY LLC



WEST CENTRAL (1903 STATE LAYOUT - 60' WIDE) STREET

SITE CONSTRUCTION PLAN

ITEM TITLE: Family Promise: Request for Waiver of Trash and Recycle Policy to Allow for Pick Up at a Commercial Building

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request for Trash/Recycling Pickup	4/11/2018	Cover Memo
Rubbish Collection Policy	4/11/2018	Cover Memo



March 29, 2018

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

Dear Board Members,

Family Promise Metrowest is a 501 C3 organization who moved March 28, 2018 from the Common Street Spirituality Center to our new home at 6 Mulligan Street. Our mission is to transform the lives of families with children who are homeless by mobilizing a diverse community to provide shelter, education and comprehensive support.

We are requesting that the Town of Natick DPW make an exception and allow trash and recycling collection from our new facility. Even though we are a non-profit, we are paying property taxes for 2018.

We look forward to coming before the board at the earliest date with our request.

Thank you,

Sue Crossley
Executive Director



Town of Natick
Massachusetts
Home of Champions

01760

Paul R. McKinley, Chairman
Jay H. Ball, V. Chairman
Edward J. Carr, Clerk
Mel Willens
Charles M. Hughes

February 23, 2000

TO: Planning Board
Zoning Board of Appeals
Charles Sisitsky, DPW Director
FROM: Board of Selectmen

At our meeting of February 7, 2000, the Board of Selectmen adopted the attached Rubbish Collection Policy for the Town of Natick. The terms of this policy are effective immediately.



TOWN OF NATICK

RUBBISH COLLECTION POLICY

Effective 2/7/00, it shall be the policy of the town of Natick that Town-provided trash and rubbish collection be the following:

1. The town will pick-up curbside trash and rubbish at:
 - all single-family residences (i.e., one lot with one single family house);
 - and
 - at any residential building on a single lot which contains four (4) or fewer residential units (including but not limited to multi-family dwelling, apartment building or condominium building) and which is not part of a larger residential complex.
2. The Town will not pick up trash and rubbish at any other building or site, including without limitation any other building, complex or development which has been given relief from the density requirements of the Zoning By-Law.
3. Notwithstanding Sections 1 and 2 above, the Town will continue to collect trash and rubbish from properties at which it did pick up trash and rubbish as of January 1, 2000, but which do not conform to the standards of sections 1 and 2 above. This 'grandfathering' provision shall not apply subsequent to any increase in the size or intensity of a structure or use at such property.
4. The Town will not pick up trash and rubbish at any non-residential property.
5. Any current ZBA or Planning Board requirements or conditions, either by decision or agreement, relating to trash and rubbish collection shall remain in full force and effect and are not affected by this policy.
6. The Planning Board or ZBA, when setting conditions involving trash pickup on any development, will notify the Board of Selectmen in writing.

Rubbish Collection Policy
Page Two

7. The Board of Selectmen will review this policy with the Town Administrator and the Department of Public Works at least annually.

Paul R. McKinley

Jay H. Ball
Jay H. Ball, V. Chairman

Edward J. Carr
Edward J. Carr, Clerk

Mel Willens

Charles M. Hughes
Charles M. Hughes

The Board voted to adopt the above policy at their meeting of February 7, 2000 on a 2-1 vote. Edward Carr and Charles Hughes voted in favor of the policy. Jay Ball was opposed. Because of a possible conflict of interest, Paul McKinley and Mel Willens recused themselves from this matter.

ITEM TITLE: Council on Aging Director: Approve MOU with the Friends of the Natick Senior Center for the Lincoln Cafe

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
MOU	4/11/2018	Cover Memo

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made as of this 2 day of February, 2018 between the Town of Natick, Massachusetts ("The Town") acting by its Board of Selectmen, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, and the Friends of Natick Senior Center, Inc. ("the Friends"), a Massachusetts corporation with a principal place of business at 117 East Central Street, Natick MA 01760.

1. INTRODUCTION

In the interest of supporting programs which improve the nutritional and social well being of Natick residents, in this case principally Natick's elder population, the Town will provide kitchen, dining and office space at the Community-Senior Center to the Friends so that they may run a program entitled "The Lincoln Café." Such space will be provided free of charge.

2. ADMINISTRATIVE AND OPERATION REQUIREMENTS

- a. The Friends shall oversee the operation of the Lincoln Café project which will provide healthful, affordable meals to any interested individual.
- b. The Friends shall be responsible for the safe and healthful preparation of lunchtime meals in compliance with all local and state-wide health regulations. All food is to be prepared on-site by Serve Safe trained staff. Program volunteers assisting with preparation shall be supervised at all times by Serve Safe personnel. All individuals participating in the preparation of meals shall have completed Allergen Awareness training. At least one person per shift shall be Choke Saver certified.
- c. Any employee(s) of the Friends shall be fully vetted, compensated and properly classified as regular employee(s) of the Friends. The Friends shall ensure that all required paperwork, withholdings, etc. are in order in compliance with State law.
- d. The Lincoln Café project will share space with many others including but not necessarily limited to: the Home Delivered Meals and Congregate Meals Programs as well as Council on Aging/Senior Center participants who wish to eat their brown bag lunch in the dining room. The Friends shall ensure that the dining room remains an open and welcoming place for all.
- e. The Friends shall operate the Lincoln Café from 11:00 AM – 2:00 PM Monday through Friday, except in the summer when the project will not open on Fridays. The Town recognizes that program preparation will require staff and volunteers to occupy the kitchen and dining room beginning at or around 10:00 AM.
- f. Operating in a public facility, the Lincoln Café project will at times be unable to occupy the dining and kitchen facilities. Such examples would be local, state and federal elections, designated holidays, weather emergencies and the like. Determination of the need to close the café will rest solely with Town of Natick

- Director of Community Services ("the Director of Community Services") or his/her designee and is not negotiable.
- g. The Friends shall work cooperatively with Town of Natick Department of Community Services' ("the Department of Community Services") staff for the proper use of any/all space provided for their use. Expansion of Lincoln Café programming which extends hours or increases the use of space requires the express permission of the Department of Community Services staff.
 - h. The Friends shall operate the Lincoln Café project within the confines of the Community-Senior Center; a facility under the management of the Department of Community Services. The Director of Community Services and or her/his designee is solely responsible for all decisions regarding the use of such kitchen, dining and office space.

3. TERM OF MOU

The term of this MOU shall be one (1) year. The term of this MOU may be extended upon written agreement of the parties. Breach by the Friends of any provision of this MOU which is not cured to the satisfaction of the Town will be basis for termination of this MOU upon written notice from the Town to the Friends.

Either the Town or the Friends may terminate this MOU at any time upon written notice to the other party.

4. COMPLIANCE WITH LAW

The Friends shall comply with all provisions of law applicable to its work including without limitation statutes, by-laws, rules, regulations, orders and directives, and including, without limitation the Williams-Steiger Occupational Safety and Health Act of 1970, as amended. This MOU shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

5. DELAYS

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

6. INSURANCE

The Friends shall provide and maintain throughout the term of this MOU and any extension or renewal thereof workers' compensation insurance as required by Massachusetts law and employer's liability insurance in the amount of Five Hundred Thousand Dollars/Five Hundred Thousand Dollars/Five Hundred Thousand Dollars (\$500,000/ \$500,000/\$500,000) and commercial general liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.

All certificates and policies shall contain the following provision:

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

The Town shall be named as an additional insured on each such policy of insurance. The Friends shall provide to the Town at the time of execution of this MOU an endorsement to each applicable policy of insurance which confirms that the Town of Natick has been named as an additional insured on each such policy.

No insurance shall be obtained from an insurer which:

- a. is not licensed to transact business or sell insurance in Massachusetts; or
- b. is not authorized to provide insurance as an excess or surplus lines insurer in Massachusetts, and does not have a current Best's rating of A or better.

Failure to provide and continue in force such insurance shall be deemed a material breach of this MOU and shall be grounds for immediate termination thereof, at the discretion of, and upon written notice from, the Natick Board of Selectmen.

7. INDEMNIFICATION

The Friends shall compensate the Town of Natick for all damages to the Town property of any nature arising out of the Friends work. The Friends shall indemnify, defend and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages and liability of any kind, including without limitation consequential damages, attorney's fees, collection fees and interest arising out of or resulting directly or indirectly from the services to be performed pursuant to this MOU, provided that any such claim, cause of action, suit, cost, demand, damage or liability, (1) in any way grows out of bodily injury, sickness, disease or death, or injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Friends, anyone directly or indirectly employed by any of them or anyone

for whose acts or omissions any of them may be liable. Said costs shall include without limitation reasonable legal costs, collection fees and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit. At the written request of the Town the Friends shall, at its own expense, defend the Town in any claim, action or suit that may be instituted by reason of any such misconduct, act, omission, infringement or use.

8. INDEPENDENT CONTRACTOR STATUS

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

9. USE OF ALCOHOL AND CONTROLLED SUBSTANCES PROHIBITED

The Friends hereby acknowledge that the use of alcoholic beverages, narcotics, and mood altering substances, except under current valid, legal prescriptions, by any officer, employee, agent, or representative of the Friends is prohibited on Town property which is the subject matter of this MOU and during all hours of work under this MOU. If any officer, employee, agent, or representative of the Friends violates the foregoing provision, the Town shall have the right to order that such officer, employee, agent, or representative of the Friends shall not be permitted to return to work on this MOU. Under such circumstances, the Friends shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this MOU.

10. NO SMOKING

Pursuant to Massachusetts General Laws (M.G.L.) c.270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Friends, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town.

11. CRIMINAL BACKGROUND SCREENING

No employee or volunteer of the Friends shall perform services under this MOU unless such employee or volunteer passed a criminal background screen conducted by or on behalf of the Town. In the event that any employee or volunteer refuses to permit such criminal background screen to be performed, the Friends shall not assign such employee or volunteer to perform services for the Friends, and such employee or volunteer shall not be authorized to perform services for the Friends.

12. NOTICES

Except as otherwise provided in this MOU all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 12.

If to the Town: Natick Town Administrator
Natick Town Hall
13 East Central Street
Natick, MA 01760

With copies to: John P. Flynn, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Friends: President
Friends of Natick Senior Center, Inc.
117 East Central Street
Natick, MA 01760

13. MISCELLANEOUS PROVISIONS

- a. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under this MOU, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing by the parties. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Friends shall constitute a waiver of any subsequent default or breach.
- b. The Friends acknowledge that it has not been influenced to enter into this MOU, nor have the Friends relied upon any warranties or representations not set forth in this MOU.
- c. The Friends shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- d. Prior to commencing services under this MOU, the Friends shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal officers, employees or representatives of its business who are to be contacted in the event of an after-hours emergency.

- e. By entering into this MOU, the Friends certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- f. The Friends understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Friends with respect to the services required to be provided under this MOU. The Friends and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- g. The Friends shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment or volunteer service; employment upgrading; transfer; demotion; layoff; and termination. The Friends shall take affirmative actions to insure that applicants are employed, and that employees and volunteers are treated during their employment without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- h. The Friends shall not assign or subcontract in whole or in part this MOU or in any way transfer any interest in this MOU without the prior express written approval of the Town.
- i. This MOU may be amended only by written consent of the parties.
- j. This MOU constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this MOU. When executed, this MOU supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- k. If any provision, or portion thereof, of this MOU shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.

- l. The provisions of this MOU shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.
- m. This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- n. This MOU is executed in duplicate as a sealed instrument.

The Town of Natick, Massachusetts
by: The Natick Board of Selectmen

Jonathan Freedman, Chairman

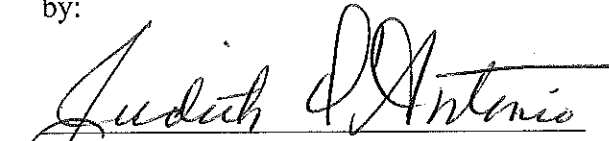
Susan Salamoff, Vice Chairman

Richard P. Jennett, Jr., Clerk

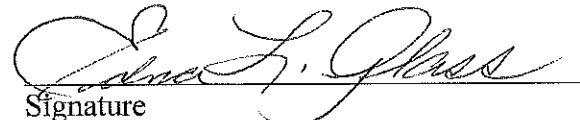
Amy K. Mistrot, Member

Michael J. Hickey, Jr., Member

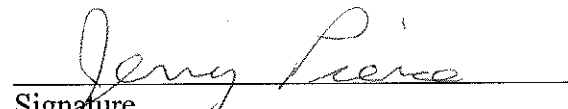
Friends of Natick Senior Center, Inc.
by:




Signature
Judith D'Antonio, President



Signature
Edna Glass, Vice President



Signature
Jerry Pierce, Treasurer



Signature
Elizabeth Rosa, Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/22/2018

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 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 Fair & Yeager Insurance 10 Main Street Natick MA 01760	CONTACT NAME: Brenda Hovey PHONE (A/C, No, Ext): (508) 653-3131 E-MAIL ADDRESS: bhovey@fyins.com FAX (A/C, No): (508) 651-0129
INSURED Friends of Natick Senior Center 117 E Central Street Natick MA 01760	INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Company of INSURER B: Ohio Security Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 17-18

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PAC0736810-05	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XWO(18) 57121413	12/9/2017	12/9/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Subject to policy terms, forms, and conditions.

CERTIFICATE HOLDER**CANCELLATION**

Town of Natick
13 East Central Street
Natick, MA 01760

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

AUTHORIZED REPRESENTATIVE

A Fair III/BRENDA

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Coverage Is Provided In:

The Ohio Casualty Insurance Company

Policy Number:

XWO (17) 57 12 14 13

Prior Policy Number:

XWS (16) 57 12 14 13

NCCI Co. No. 11363

**Workers Compensation and
Employers Liability Insurance Policy
Information Page****ITEM 1: The Insured & Mailing Address**FRIENDS OF NATICK SENIOR CENTER
117 E Central St
Natick, MA 01760**Agent Mailing Address & Phone No.**(508) 653-3131
FAIR & YEAGER INS AGENCY INC
10 MAIN ST
NATICK, MA 01760-4530☒ **Individual** ☐ **Partnership**
Corporation or

FEIN: 046571234

NAICS: 722511

Other workplaces not shown above:**ITEM 2** The policy period is from 12/09/2016 to 12/09/2017 12:01 am Standard Time at the insured's mailing address.**ITEM 3** **A. Workers Compensation Insurance:** Part One of the policy applies to the Workers Compensation Law of the states listed here: MA**B. Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A.
The limits of our liability under Part Two are:

Bodily Injury by Accident	\$500,000	each accident
Bodily Injury by Disease	\$500,000	policy limit
Bodily Injury by Disease	\$500,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: See Extension of Information Page**D. This policy includes these endorsements and schedules:** See Policy Forms and Endorsements Summary**ITEM 4** The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis - Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
-----------------	----------	---	--------------------------------	--------------------------

See Extension of Information Page(s)

Total Estimated Annual Premium	\$374.00
--------------------------------	----------

Total Surcharges and Assessments	\$8.00
----------------------------------	--------

Minimum Premium	\$267.00	MA	Total Estimated Cost	\$382.00
-----------------	----------	----	----------------------	----------

If indicated below, interim adjustments of premiums shall be made.

Deposit Premium	\$382.00
-----------------	----------

Servicing Office and Issue Date Mass/Connecticut/Rhode Island 10/10/16

Countersigned by: _____

To report a claim, call your Agent or 1-800-362-0000

WC 00 00 01 A (WC 30 10 E)

ITEM TITLE: South Main Street Decision

ITEM SUMMARY:

ATTACHMENTS:

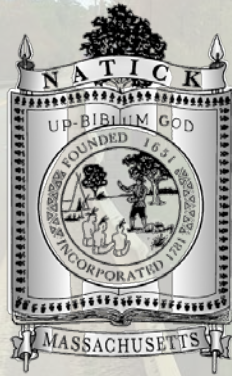
Description	Upload Date	Type
Design Options-Power Point	4/12/2018	Cover Memo
South Main Street Memo-J. Marsette/Green International	4/12/2018	Cover Memo
Utility Poles Memo-J. Marsette	4/12/2018	Cover Memo

Improvements to South Main Street

Roadway Section Alternatives Presentation

South Main Street Public Forum

March 28, 2018



GREEN INTERNATIONAL AFFILIATES, INC.
Civil and Structural Engineers

Purpose of Meeting

- Provide Project Update
- Discuss Project Goals
- Present Two Design Alternatives
- Discuss Recommended Revised Alternative 3
- Obtain Input on Alternatives and Answer Questions

Project Update

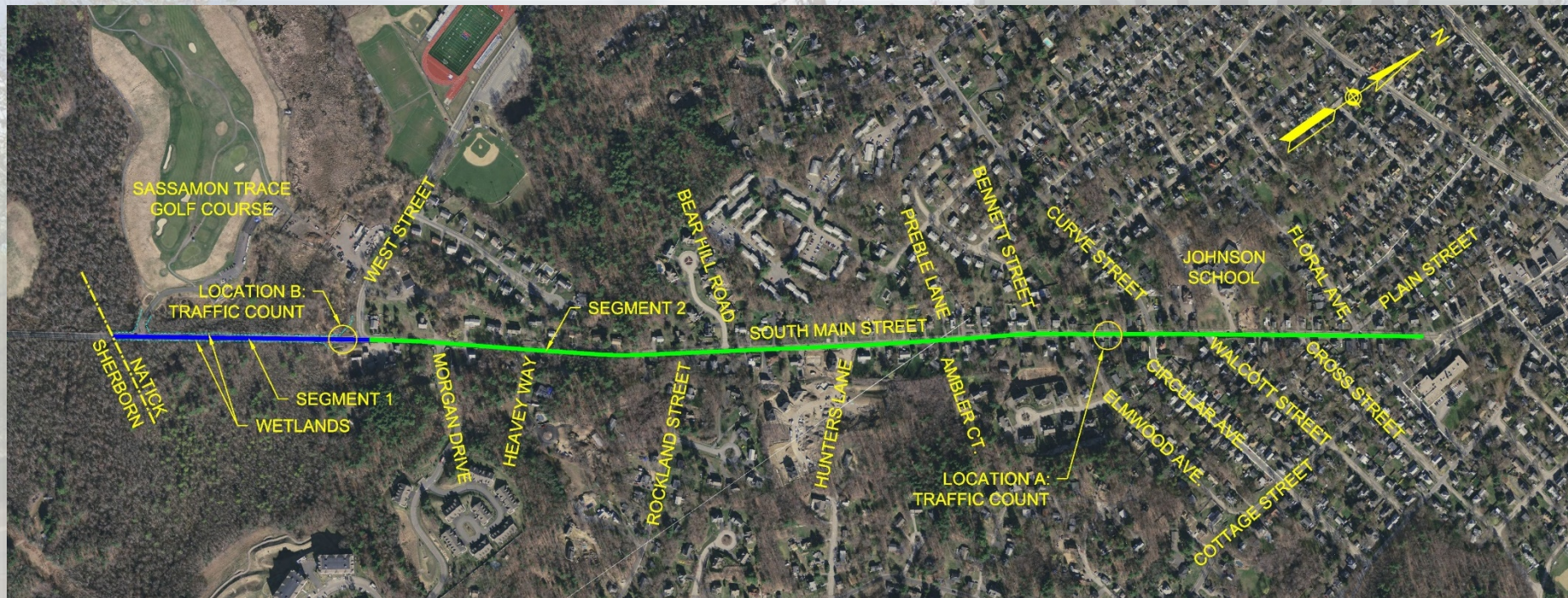
- Met with Transportation Advisory Committee (TAC) on 3 occasions to present alternatives and obtain input
- Presented 3 alternatives to TAC and BOS to seek input on alternative on 9/25/2017
- Presented 3 alternatives to residents to seek input on preferred alternative on 11/28/2017
- Based upon input received, the BOS voted to eliminate Alternative 2 on 3/5/18
- Alternative 3 was revised based on input received
- Presenting revised Alternative 3 tonight

Project Overview

Suggest considering roadway as two segments

- **Segment 1** – Sherborn town line to West Street
- About 1,200 feet long
- Bordered by wetlands on both sides of road
- Guardrail on both sides
- **Segment 2** – West Street to Cottage Street
- About 5,600 feet long
- Densely developed
- Generally has sidewalk on both sides

Project Overview



Project Goals

Do this...

- Improve pavement condition
- Improve pedestrian accommodations (i.e. ADA compliance, improved crossings)
- Implement Traffic Calming
- Extend sidewalk on east side
- Implement Complete Streets

While doing this...

- Avoid/minimize impacts to abutters
- Avoid/minimize disturbances to wetlands
- Avoid/minimize disturbances to utilities
- Maintain character of roadway
- Consider available funding

Segment 1 Summary

- Provide 10.5 Foot Travel Lanes and 4 Foot Shoulders
- Improve pavement condition
- Replace guardrail
- Improve drainage/sheet flow
- Avoid/minimize disturbances to wetlands
- Maintain character of roadway
- Improve sight distance at Sassamon Trace

Segment 2 Summary

- Alternative 1
 - Maintains existing roadway footprint
 - Reconstructs sidewalks
 - Provides new sidewalk to West St.
 - Not a complete street
 - Can implement traffic calming
- Revised Alternative 3
 - Widens shoulders for bicycles
 - Reconstructs sidewalks
 - Provides new sidewalk to West St
 - Provides a complete street
 - Can implement traffic calming
 - Consolidates utility poles to west side at front of sidewalk

Alternative 1

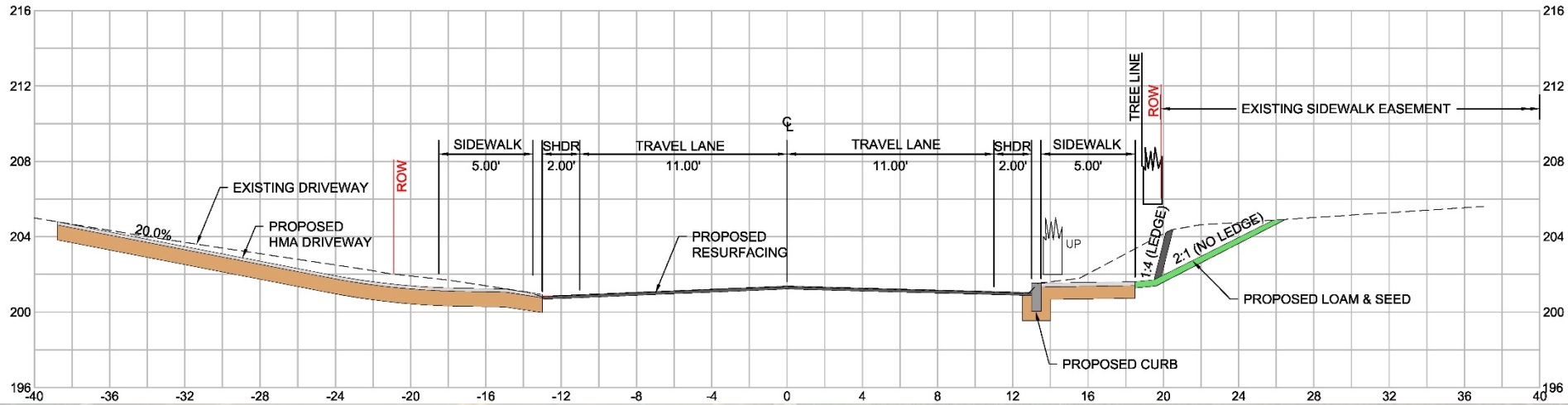
Rebuild Sidewalks and Pave Road

- Provide consistent 2-foot shoulders for entire length (essentially same roadway footprint that is there today)
- Resurface roadway
- Provides ADA compliant sidewalks
- Provide signage for bicyclists
- Relatively low cost
- Minor Impacts
- Assumes sidewalk extends to West Street on east side
- No dedicated bicycle accommodations



Alternative 1

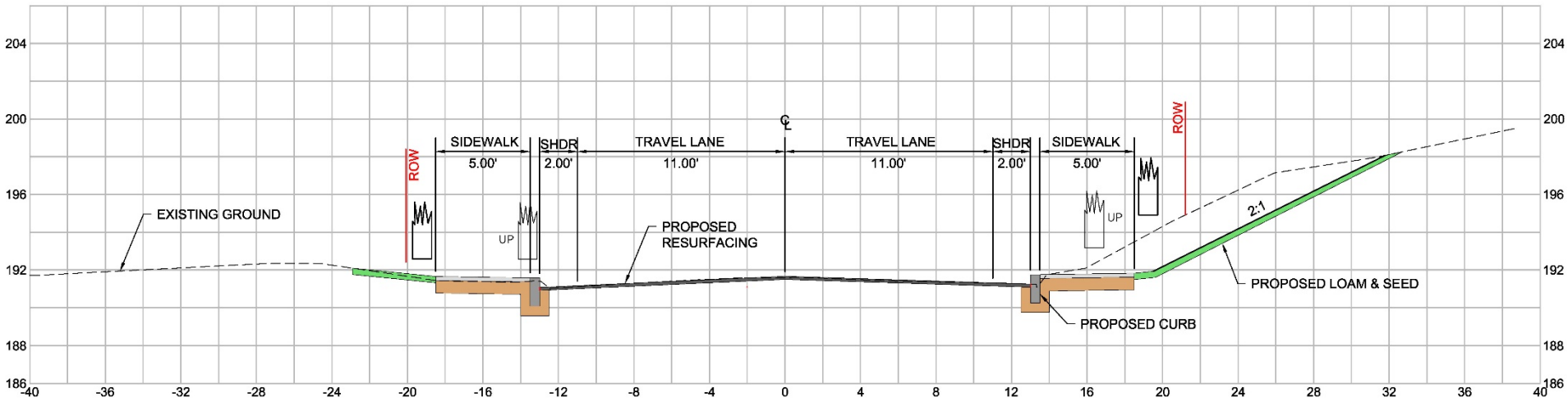
Rebuild Sidewalks and Pave Road



Segment 2 Typical Sections

Alternative 1

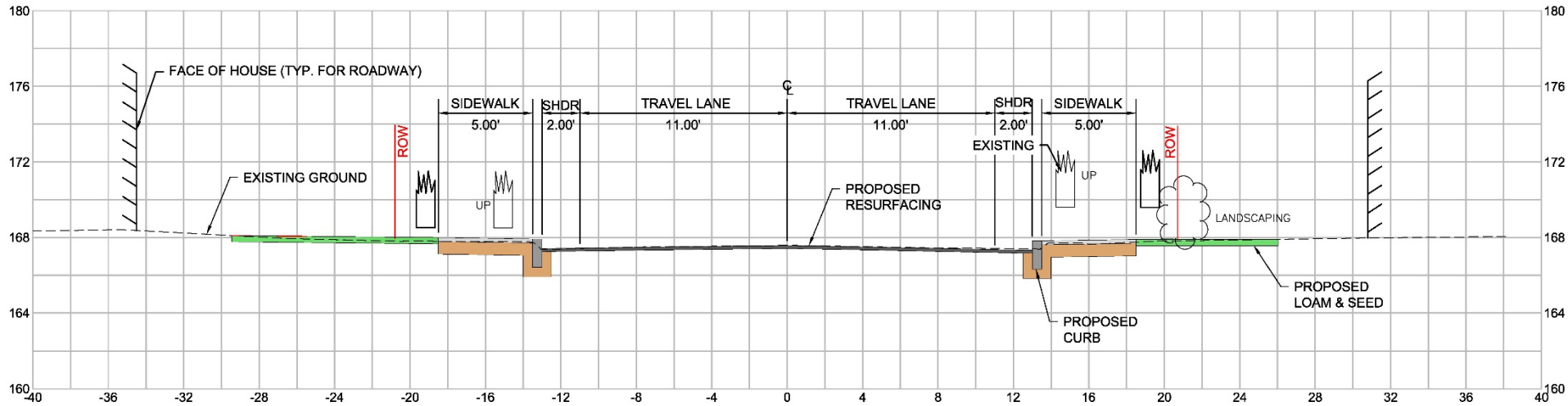
Rebuild Sidewalks and Pave Road



Segment 2 Typical Sections

Alternative 1

Rebuild Sidewalks and Pave Road



Segment 2 Typical Sections

Alternative 1

Impacts

- Utility poles moved outside of sidewalk or sidewalk widened at utility poles
- Approximately 21 trees removed, potential for additional 5 trees
- 1 fence relocated
- Increased grades at several driveways
- Ledge removal
- 1 potential new retaining wall, 2 potential reconstructed retaining walls
- Minor drainage improvements
- Minor land acquisitions and/or easements
- Rights of entry required for construction

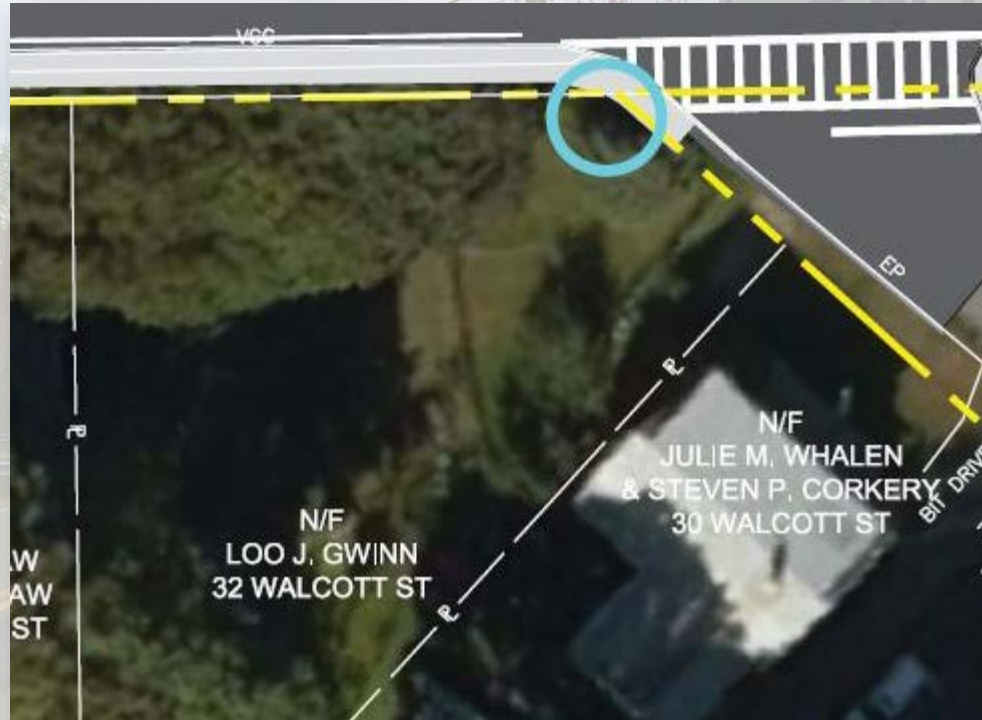
Potential Easements

Alternative 1 - #104 West Street



Potential Easements

Alternative 1 - #32 South Main Street



Alternative 2

Provide 10-foot Shared Use Path

- No longer under consideration



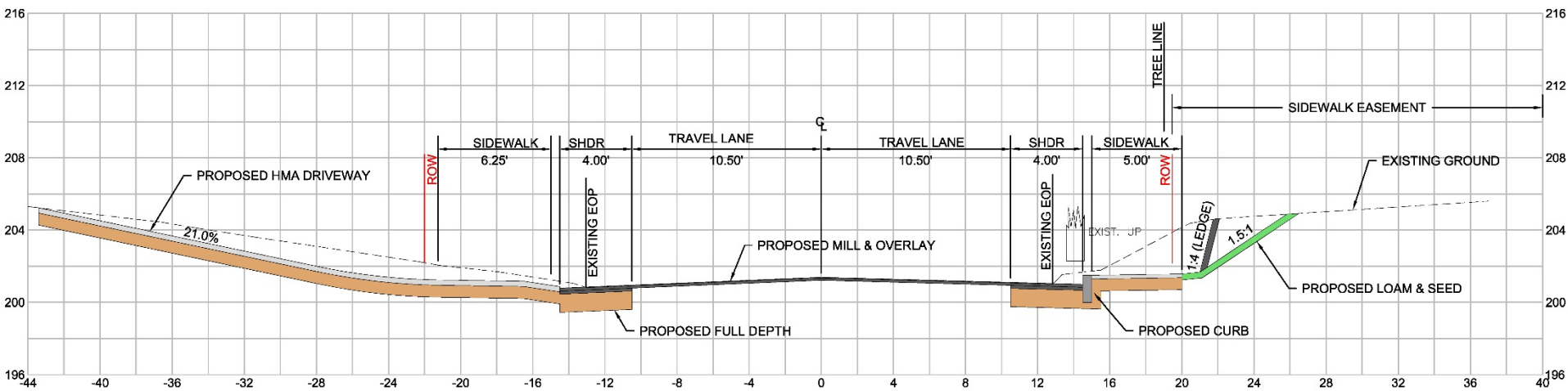
Revised Alternative 3

New Sidewalks & Provide Wider Shoulders

- Widen shoulder to accommodate bicycles (4 feet wide)
- Reduced lane width
- Provides ADA compliant sidewalks
- Consolidate utility poles along west side
- Moderately costly
- Minor easements are necessary
- Assumes sidewalk extends to West Street on east side
- Accommodates bicycles

Revised Alternative 3

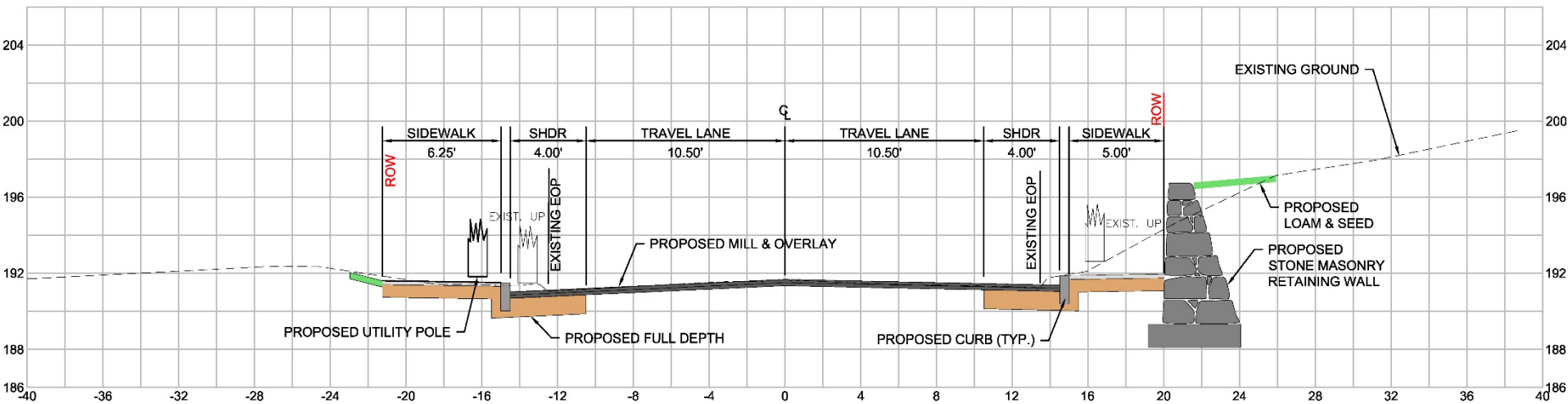
New Sidewalks & Provide Wider Shoulders



Segment 2 Typical Sections

Revised Alternative 3

New Sidewalks & Provide Wider Shoulders



Segment 2 Typical Sections

Revised Alternative 3

New Sidewalks & Provide Wider Shoulders



Segment 2 Typical Sections

Revised Alternative 3

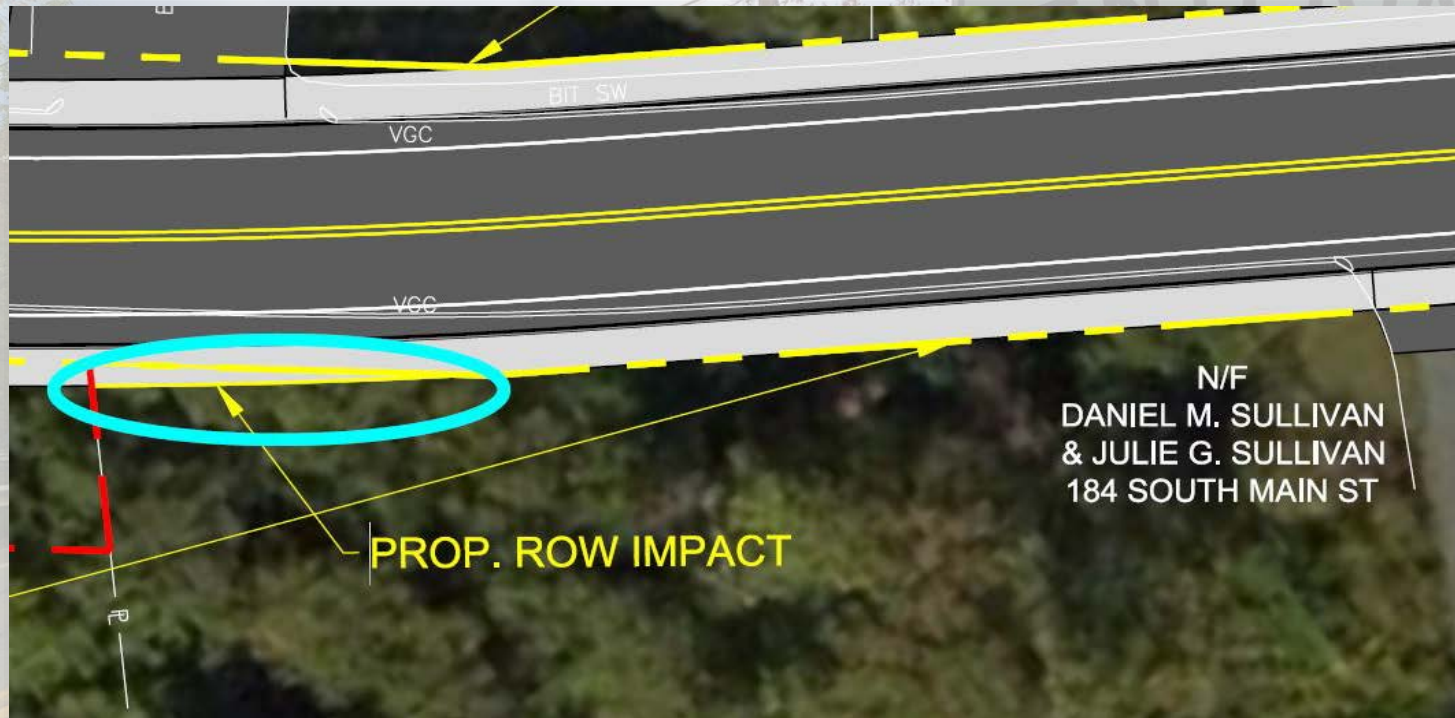
Impacts

- Utility poles relocated to west side along road
- 31 Trees removed, potential for removing additional 13 trees
- 6 fences relocated, potential for relocating additional 6 fences
- Increased grades at several driveways
- Ledge removal
- New drainage structures and pipe entire length of project
- 3 new retaining walls, 2 walls reconstructed, potential 2 additional walls
- Hedges removed at 11 locations
- Landscape area disturbed at 6 locations, potential to disturb 3 additional areas
- Minor land acquisitions and/or easements
- Rights of entry required for construction

Revised Alternative 3 - #104 West Street

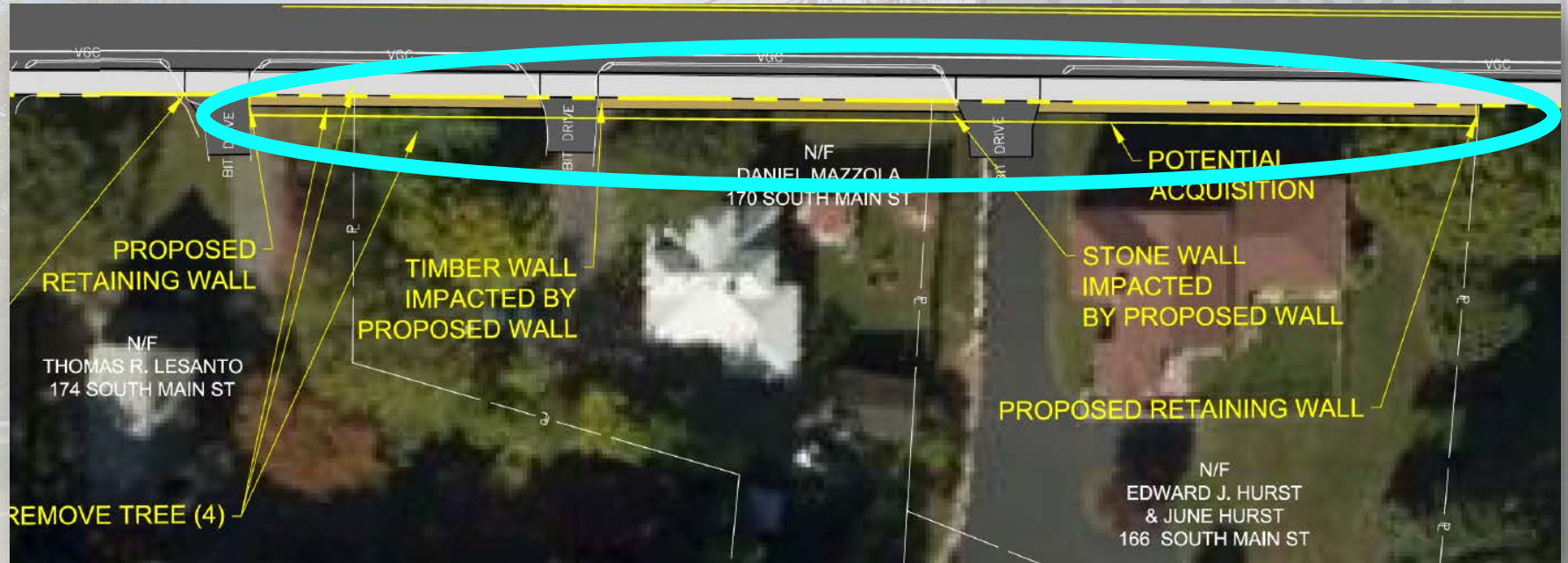
Potential Easements

Revised Alternative 3 - #184 South Main Street



Potential Easements

Revised Alternative 3 - #166 South Main Street



Potential Easements

Revised Alternative 3 - #119 & 121 South Main Street **



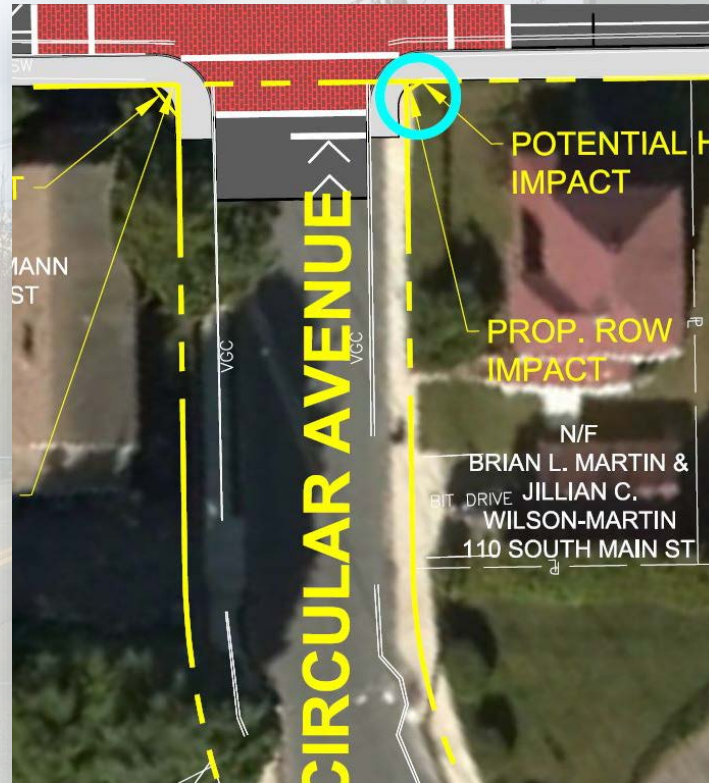
Potential Easements

Revised Alternative 3 - #112 South Main Street



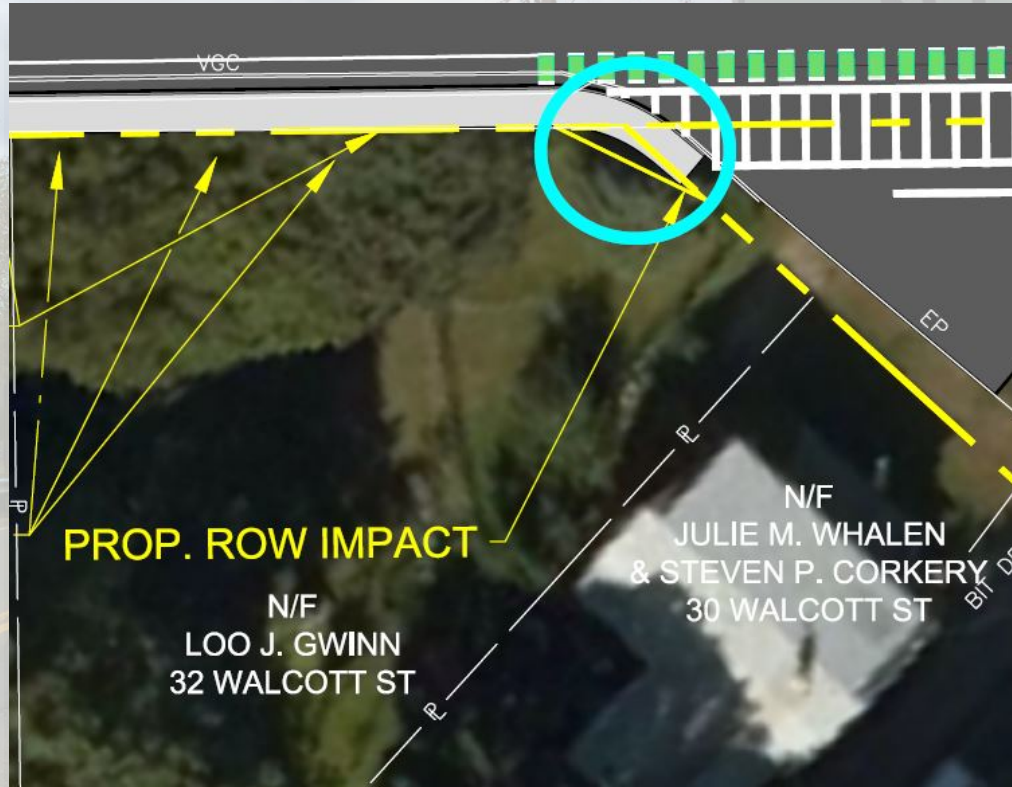
Potential Easements

Revised Alternative 3 - #110 South Main Street



Potential Easements

Revised Alternative 3 - #32 Walcott Street



Potential Easements

Revised Alternative 3 - #23 Walcott Street



Segment 2 Alternatives Matrix

	Alternative 1	Revised Alternative 3
Roadway Cross Section	11 Foot Vehicle Lanes 2 Foot Shoulders 5 Foot Sidewalks	10.5 Foot Vehicle Lanes 4 Foot Shoulders 5 Foot or wider Sidewalks
Curb to Curb Width	26 Feet	29 Feet
Number of Right of Way Actions	2	9
Area of Right of Way Acquisitions/Easements	80	300
Consolidate Utility Poles	No	Yes
Private Improvements Impacted	10	54

Segment 2 Alternatives Matrix

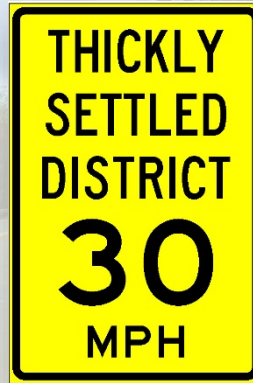
	Alternative 1	Revised Alternative 3
Bicycle Accommodation	No Separate Accommodation	Separate on Road
Pedestrian Accommodation	Full/ADA	Full/ADA
Complete Street	No	Yes
Traffic Calming Features	Yes	Yes
Construction Impacts	Minor	Moderate
Estimated Construction Duration	1 Season	1.5 Seasons
Estimated Construction Cost*	\$2.0 Million	\$3.0 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.*

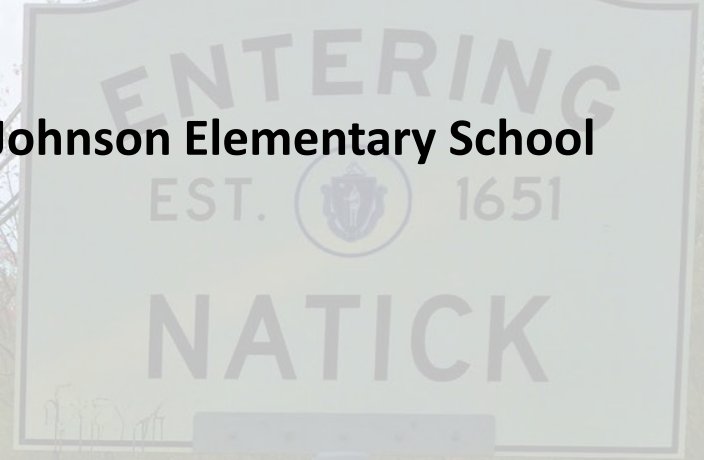
Traffic Calming Measures

Thickly Settled Speed Limit Signs Placed at Each End of Project



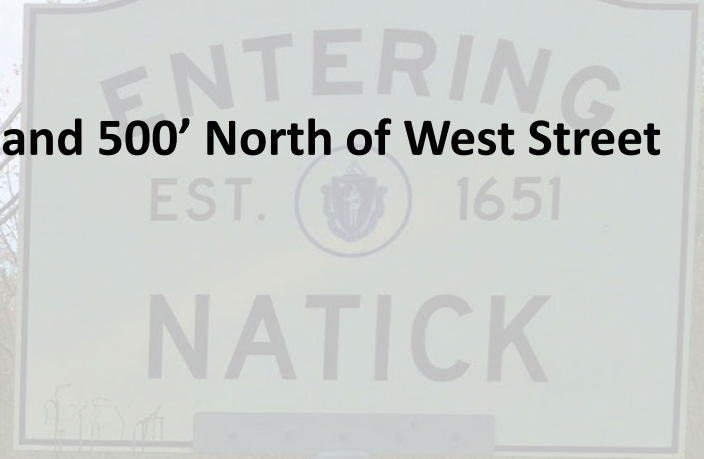
Traffic Calming Measures

School Zone with Speed Feedback Signs at Johnson Elementary School



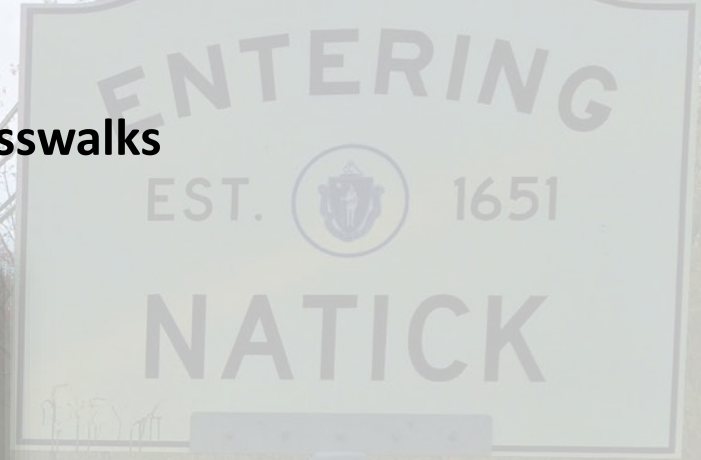
Traffic Calming Measures

Speed Feedback Signs at South of West Street and 500' North of West Street



Traffic Calming Measures

Flashing Beacons at Crosswalks



Traffic Calming Measures

Imprinted Colored Crosswalks



Traffic Calming Measures

Vegetated Median Just South of West Street



Traffic Calming Measures

Bike Markings at Side Roads



Traffic Calming Measures

Speed Limit Pavement Markings



North Main Street Project

- MassDOT Project
- 2019 Construction
- Must meet higher standards for state and federal funding
- Following MassDOT and FHWA Design Standards
 - 11 Foot Travel Lanes
 - 5 Foot Shoulders
 - 5 Foot Sidewalks with 3 Foot Grass Strip



Comparison with No. Main Street

	Alternative 1	Revised Alternative 3	North Main Street
Travel Lane Width	11 Feet	10.5 Feet	11 Feet
Shoulder Width	2 Feet	4 Feet	5 Feet
Curb to Curb	26 Feet	29 Feet	32 Feet
Sidewalks	5 Feet	5/6.25 Feet	5 Feet
Grass Strip	No (Limited Right of Way)	No (Limited Right of Way)	3 Feet
Funding	Town	Town	State and Federal

Benefits of Revised Alternative 3

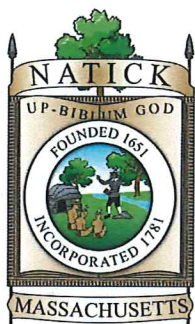
- Addresses feedback from previous meetings
- Provides more of a complete street
- Compromise between North Main Street and Alternative 1 to better achieve a complete street without the impacts
- Consolidates utility poles on west side
- Increases offset from vehicular traffic to pedestrians in sidewalk
- Minimizes utility easements

Anticipated Project Timeline

- Select preferred alternative (April)
- Incorporate approved comments into design (May)
- Advance approved alternative through design (Spring through Fall)
- Permitting (Summer)
- Utility Coordination and Utility Relocation (Summer through Spring)
- Construction Funding at Fall Town Meeting
- Construction (Spring 2019)

Questions/Comments





TOWN OF NATICK

MASSACHUSETTS

JEREMY MARSETTE, P.E.

DIRECTOR

To: Jonathan Freedman, Chair Board of Selectmen
Joshua Ostroff, Chair Transportation Advisory Committee
William Chenard, Acting Town Administrator

From: Jeremy Marsette, PE
Director of Public Works *JM*

Subject: South Main Street Roadway Improvement Project - Update

Date: March 16, 2018

South Main Street from Cottage Street south to the town line with Sherborn has been included on the Town's Five Year Roadway Improvement Plan. At the 2016 Fall Town Meeting funds were appropriated for the study and design of improvements. A Request for Proposal process was used to select a transportation consultant to perform the study and design. The consultant has completed a full on-the-ground topographical survey of the roadway, developed a complete base plan including property line information, collected vehicle counts and speed information, gathered pedestrian and bicycle counts, performed pavement cores to analyze its condition, and have developed several proposed alternatives for the Town's consideration.

As part of the design development process, several public meetings were held with the Transportation Advisory Committee and the Board of Selectmen. A Public Information Meeting was also held on November 28th at the Morse Institute Library (consultant notes of this meeting are attached). A second Public Information Meeting is scheduled for the evening of March 28th.

South Main Street is classified as an Urban Principal Arterial and is a state numbered route (Route 27). The roadway carries 10,020 vehicles per day (average annual daily traffic) and about 4% of this traffic are classified as trucks. The regulated and posted speed limit for the northern section of South Main Street is 30 mph. The measured "85 percentile speed" was 33 mph. The pavement condition (RSR) is currently 70 out of 100, indicating it is in fair to poor condition. The sidewalks and wheelchair ramps are in fair to poor condition and are not compliant with current Americans with Disability Act (ADA) and Massachusetts

Architectural Access Board (MAAB) regulations and requirements. Many utility poles fall within the middle of the sidewalk or in close proximity to the vehicle path of travel. These utility poles make sidewalk maintenance (snow plowing and sweeping) a challenge and contribute to non-compliance with ADA/MAAB. *Any alternative for the reconstruction of South Main Street will involve considerable relocations of existing utility poles.* The existing roadway layout (public right-of-way) width is 41.25 feet and the current curb-to-curb roadway width is 26 feet.

North Main Street (Route 27) from North Avenue to the town line with Wayland will be reconstructed using state and federal funding. This \$11 million construction project is included on the Boston Metropolitan Planning Organization's Transportation Improvement Program and will be constructed in Federal Fiscal Year 2019. USDOT and MassDOT design standards require North Main Street to be reconstructed with 11-foot wide travel lanes, 5-foot wide shoulders, and 5-foot wide sidewalks. A 3-foot wide grass set back is also to be provided between the shoulder and sidewalk. Therefore, the foot print width of the proposed roadway cross-section for North Main Street is 48 feet (curb-to-curb width of 32 feet). This curb-to-curb width is the narrowest allowed by standards to receive State and Federal funding.

On March 23, 2015 the Board of Selectmen adopted a Policy on Complete Streets. A copy of the policy is attached and additional information may be found on the Town's website at <http://www.natickma.gov/1331/Complete-Streets>. The town's transportation consultant was charged with considering this Policy during the development of proposed alternatives for the reconstruction of South Main Street.

During discussions of design alternatives for South Main Street the roadway has been considered in two segments. Segment 1 runs from the Sherborn town line to West Street and Segment 2 from West Street to Cottage Street. The focus of discussion has been Segment 2. The attached Alternatives Matrix provides a summary of the range of alternatives presented for Segment 2. Alternative 1 is a "foot print" reconstruction retaining the existing curb-to-curb width, Alternative 2 provides a separate off road multi-use path (Alternative 2 was removed from consideration by vote of the Selectmen at their March 5th meeting), and Alternative 3 provides a reconstructed roadway that fully considers the Town's Complete Street Policy. Revised Alternative 3, also included in the Matrix, presents the narrowest roadway cross-section that fully considers complete streets principles. To help visualize the alternatives please find the attached renderings (perspective color drawings).

Revised Alternative 3 was developed to provide an alternative that would provide a proposed roadway cross-section for South Main Street that might balance many competing needs of the Town, increase safety, and respect properties along the corridor. The revised alternative would narrow the proposed roadway travel lanes to 10.5 feet (to help control vehicle speeds); provide bicycle accommodation along the roadway; provide more offset between vehicle travel lanes and pedestrians on the sidewalk (improving safety and the pedestrian environment); fully reconstruct the curbing, sidewalks, and wheelchair ramps; provide a uniform location for the consolidation of overhead wires; set back utility poles from the vehicle travel lanes to improve safety (an issue noted by the Safety Committee); provide clear space for the proper removal of snow from sidewalks; and place the general cross-section of improvements within the existing Town roadway layout (minimizing impacts to adjacent properties). The attached sketch helps depict the revised alternative.

Common to all alternatives will be the incorporation of traffic calming and pedestrian safety features. The conceptual plans of Alternative 1 and Revised Alternative 3 to be presented at the next public information meeting will highlight the locations of these improvements. It is envisioned that all pedestrian crosswalks on South Main Street (6 locations) will be provided with contrasting colored/textured pavement and high visibility pedestrian crossing signals. A raised intersection would be provided at the intersection of South Main Street/Circular Avenue/Curve Street with the same colored/textured pavement as the sidewalks. Raised crosswalks may be provided for the two most northern crosswalks on South Main Street (these locations could also include curb bump outs under Revised Alternative 3). Landscaped median islands may be provided on South Main Street at Cottage Street and West Street (these islands would promote slower vehicle speeds and raise motorist awareness of pedestrians – these would also provide a visual gateway for the approach to Natick Center). The existing school zone warning signs would be replaced with modern high visibility active flashing signage. Traffic speed feedback signage will be provided at a couple strategic locations. Also the project will include a program to plant additional street trees (we will encourage interested project abutters to request “setback” plantings). These plantings would be in addition to those required to mitigate impacts. The incorporation of these improvements will improve safety, contribute to the aesthetics of the corridor, and increase the enjoyment of this roadway by residents.

Once the Community selects a design alternative (generally via the Board of Selectmen as Roadway Commissioners), we will be able to continue design refinements and coordination with utility companies. For planning purposes, we would anticipate direction from the Board of Selectmen this spring (early April 2018), discussions for utility pole relocations with utility companies May to June so that they may begin relocations this Fall, capital funding request for construction at this Fall Town Meeting, and a construction start next Spring (March 2019).

**GREEN INTERNATIONAL AFFILIATES, INC.**

239 LITTLETON ROAD, SUITE 3, WESTFORD, MA 01886

TEL (978) 923-0400 FAX (978) 399-0033

MEETING MINUTES

Project Name: Roadway Improvements to South Main Street
(Green No. 17008.01X)
Subject: Public Informational Meeting – BOS & TAC
Date / Time: November 28, 2017
Location: Morse Library, Lebowitz Meeting Hall
Prepared By: John Maidrand, Green International Affiliates (Green)

The meeting was held at the Morse Library in the Lebowitz Meeting Hall meeting room on November 28, 2017 at 7:00 pm to present the 3 alternatives for the South Main Street Project. Jonathan Freedman, chairman of the Board of Selectmen (BOS), opened the meeting and provided a brief summary of the intent of the meeting. Joshua Ostroff, chairman of the Transportation Advisory Committee (TAC), provided a brief introduction of the TAC's role. Jeremy Marsette, DPW Director, provided an overview of the project. Erik Atkins, Green International, presented the project to the audience.

The following is a summary of the comments and questions that were presented and the responses that were provided at the meeting. This is not a verbatim transcript but only a general account of the comments/questions and responses to those questions.

#140 So. Main St:

- Are any residential properties required to be purchased in their entirety?
No.
- Are easements only required for the work or will utility easements also be required?
Takings and easements will depend on which Alternative is selected. Alternatives 1 and 3 will require minimal takings, Alternative 2 will require takings the length of the project.
- What is a right of entry?
Allows the contractor to perform work within your property to match the proposed work to existing conditions and is only for a limited time period.
- Will anyone lose frontage or acreage?
Takings will depend on the selected Alternative.
- Do we get to vote or how will the final Alternative be determined?
BOS makes the decision on the final Alternative. This public meeting is part of the determination process.

Did not identify:

- Explain why Alternative 2 is preferred by TAC.
Town has adopted the Complete Streets Policy which tries to take into account the needs for all road users. Alternative 3 provides a safe path for bicyclists beyond the roadway and accommodates pedestrians. Town has received grants for several Complete Streets projects in Town.
- How is this project budgeted?
Construction funds have not been set aside yet but those funds will include the cost of ROW takings.

#178 So. Main St:

- Alternative 2 is my least favorite. What grants does the Town gain or lose by selecting or not selecting Alternative 2?
The Town does not anticipate receiving any grants for this project.

Did not identify:

- What is the rough cost of each Alternative?
Alternative 1 is about \$1.7 million, Alternative 2 about \$4 million and Alternative 3 about \$2.5 million. These are very preliminary costs.

#153 So. Main St:

- As a bicyclist, the wider shoulders are good. You need to consider the character of the street. It's an old neighborhood and the houses are set back a minimal distance from the street. I'm not in favor of Alternative 2. Selected alternative should maintain the character of the neighborhood.

Did not identify:

- Will the project begin in the Spring?
This is contingent upon funding for the project.
- Will the project be constructed in phases, say Segment 1 first then Segment 2?
Construction would be phased if it's advantageous to the Town. We usually let the contractor decide how to phase the work within the parameters set by the Town.

Did not identify:

- Given the options, considering the loss of trees, losing character of the neighborhood, removing fences, recommend Alternative 1.

#163 So. Main St:

- If Town owns 10 feet into property would the taking be 10 feet?
The Town owns 41.25 feet generally centered within the existing paved roadway. Takings would depend on which Alternative is selected. The takings in Alternative 2 are about 3 feet along both sides. May be a little more on one side than the other in certain locations due to the angle points in the layout.
- What material would the sidewalks be?
Bituminous concrete.
- Would the grass strip, or dirt strip because grass doesn't grow, be eliminated?
Yes, under Alternatives 1 and 3 the grass strip is eliminated. Alternative 2 proposes a 3' grass strip between the roadway and the shared use path.

Tom Collins:

- One other project that was done was a complete disaster. Why can't they fix road and sidewalk and go away?

Did not identify:

- Has a study of the usage by bicyclist been done? Where are they going, Sherborn, high school?
Traffic and bicycle counts have been taken but a study of the bicycle traffic was not done.
- Will the sidewalk extend to Sherborn?
Sidewalk may be extended depending on impacts and final design will try to minimize impacts to the wetlands.

#140 So. Main St:

- Who's paying for this?
The Town through capital expenditure funds.
- Will this project increase my taxes?
No, but there are other upcoming projects, like the new middle school, which will increase taxes.
- I'm pro-biker but I knew my kids would not be biking along South Main Street when I purchased the house. My kids walk their bikes to the side street where their friends live and ride there. Natick is not a bicycle town.

#15 Morgan Dr:

- Residents have expressed a concern about the speed on South Main Street. Has there been an analysis to determine if wider roads increase speeds?
Yes, studies have shown that speed can increase on wider roads. We can suggest ways to help control speed such as speed feedback signs or police enforcement.

Ken Worthing:

- Logical reason for the shared use path is for safety reasons considering speed of traffic. Town has not made an effort to use speed lights to slow down traffic.

#127 So. Main St:

- My property will be impacted by Alternative 2. The neighborhood will lose character and there will be minimal usage of shared path. Has the shared use path been used anywhere and how was it used?
Have not been used in Natick but is used in other communities like Cambridge.
- The grass strip is not wanted. Why not brick or some other material?
Other materials could be used and we will evaluate options with the Town.

#110 So. Main St:

- Is the 5-6 foot taking a reasonable assumption?
In the south section near the hill, 6 feet is probably the maximum width. Closer to the center of Town the taking equalizes on both sides, about 3 feet.
- Project is removing a number of trees. Will they be replaced?
That is to be determined by the Town but most likely there will be replacement trees.
- What is the cost benefit of Alternative 2? What are we getting out of it?
A cost-benefit analysis has not been performed.

BOS:

- Clarify the cost. Is it in the current capital plan?
The project is not in the current capital plan but will be presented at Town meeting in the capital plan.
- How is the project funded?
Town will use the money allotted to capital improvements.

Mike Hickey BOS:

- Where will the utility poles be relocated?
For Alternatives 1 and 3 utility poles will be relocated behind the sidewalk. For Alternative 2 they would be relocated to the buffer between the roadway and shared use path. It's hoped that the utility companies will consolidate the poles to one side of the street.

Did not identify:

- I'm in favor of Alternative 3. I'm a bike rider and the wider shoulder is also good for the motorist.

#97:

- This is a continuation of the rail trail. Opposed to Alternative 2.

Did not identify:

- Does the owner have any say in where the fences will be relocated?
Yes, the owner can request a location outside the ROW.

#148:

- Parking could be an issue if project requires taking land. Some driveways are barely long enough for 1 car now and some cannot be extended.

#146:

- Alternate 2 would eliminate the driveway at #148. Are there any other shared use paths?
This would be the first one in Natick.
- Does anyone support Alternative 2?
(One member of TAC raised hand)

Did not identify:

- Hard to imagine the scale of the project. How does this project compare to Cottage Street?
Cottage Street is a little different in that it is a scenic road and has sidewalk on only one side. Also, existing pavement was reclaimed.
- What is the cost comparison of this project with Cottage Street?
Cottage Street was \$1.5-1.7 million (actually \$2.5) and Alternative 1 is about \$1.7 million, Alternative 2 about \$4 million and Alternative 3 about \$2.5 million.

Did not identify:

- Why did TAC recommend Alternative 2?
TAC looked to implement the Complete Streets policy and provide for the safety of bikers. The TAC recommendation is part of the process as is this public meeting and BOS will make the final decision.
- Their recommendation did not account for impact to abutters. Would like some assurance the public has been heard.
All BOS members are present and they have been listening to all of the comments.

#120:

- I'm an occasional biker but do not like Alternative 2. Prefer Alternative 1 or 3. Does the Town compensate the property owner for the takings?
Yes, but the value is a lot less than what most people think. Evaluation for the land is not as high as for the house. The value for an easement is negotiated with the property owner.
- After this meeting, the BOS will make a decision. Will this be a separate line item or included with something else?
This will be included with the capital improvements. Town meeting can vote to remove specific expenditures from the capital improvements.

Sue BOS:

- When the BOS considers which alternative to approve, it will be an open meeting and the public is welcomed.

#163:

- Against Alternative #2.

#161:

- Prefers Alternative 3, against Alternative 2. Widening roadway would improve safety.

#153:

- Needs more information.
Detailed plans will be provided as the project advances once the preferred alternative is selected.

Did not identify:

- Need to clarify the ROW limits. Also, the postcards arrived one week before the meeting and the notice should have been sent earlier.

The selectmen asked for a tentative show of hands for the preferred alternative. There was no actual count but visually it appeared more hands were raised for Alternative 1.)

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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 of 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.

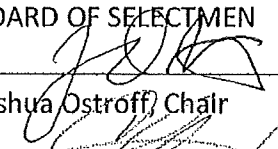
The Town will consider capital planning and funding to encourage implementation of Complete Streets implementation.

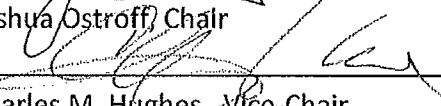
The Town will train pertinent town staff and decision-makers on the content of Complete Streets principles and best practices for implementing policy through workshops, reference materials, and other appropriate means.

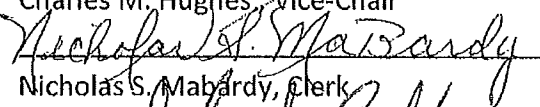
The Town will utilize inter-department coordination to promote the most responsible and efficient use of resources for activities within the public way.

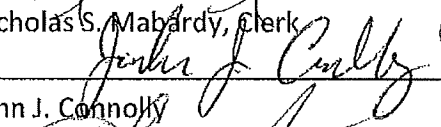
The Town will seek out appropriate sources of funding and grants for implementation of Complete Streets policies, and advocate for such funding directly or through affiliations.

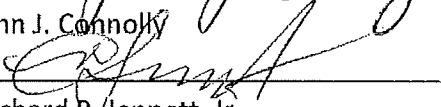
BOARD OF SELECTMEN


Joshua Ostroff, Chair


Charles M. Hughes, Vice-Chair


Nicholas S. Mabardy, Clerk


John J. Connolly


Richard P. Jennett, Jr

Adopted: March 23, 2015

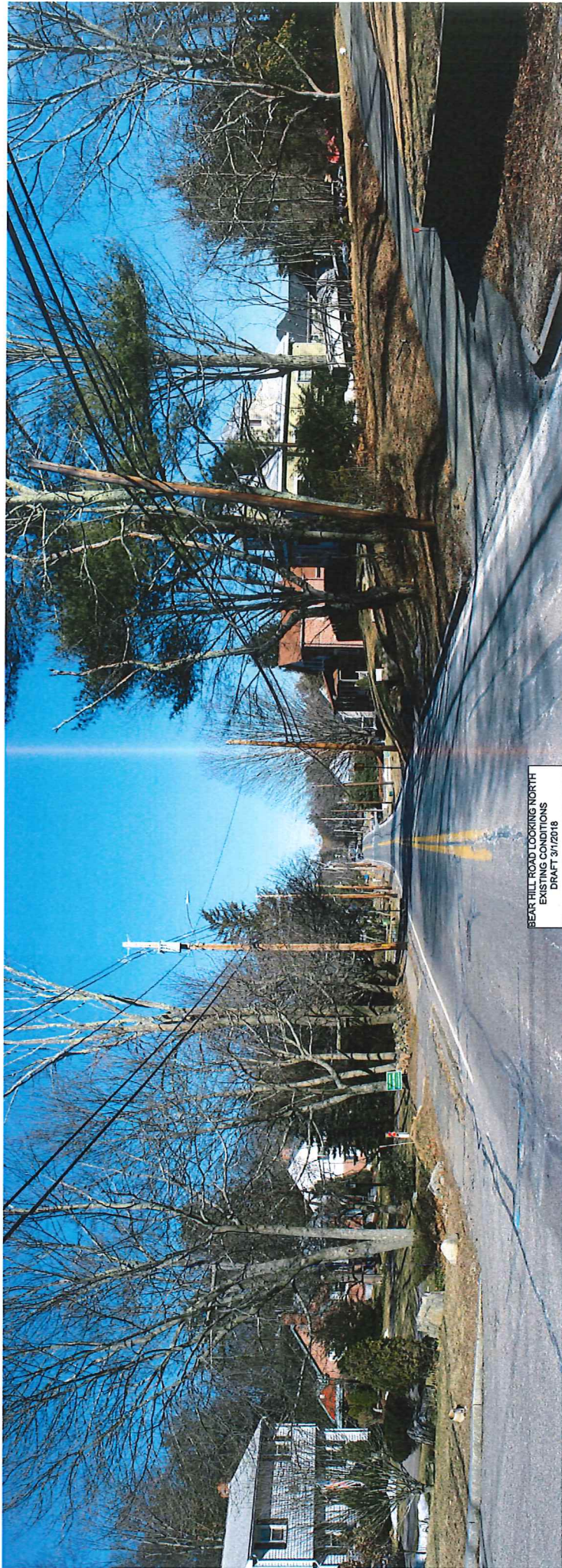
ALTERNATIVES MATRIX - SEGMENT 2

SOUTH MAIN STREET

3/16/2018

Cottage Street to West Street

	Alternative 1	Alternative 2	Alternative 3	Alternative 3 Revised
	Maintain Existing Curblane Width	Adjacent Shared Use Path	Shoulders for Pedestrian Separation and Bicycle Use	Shoulders for Pedestrian Separation and Bicycle Use
Roadway Cross-section	11 foot vehicle lanes 2 foot shoulders 5 foot sidewalk	11 foot vehicle lanes 2 & 4 foot shoulders 10 foot shared use path - 5 foot shared use path	11 foot vehicle lanes 4 foot shoulders 5 foot sidewalk	10.5 foot vehicle lanes 4 foot shoulders 5 foot sidewalk
Curb-to-curb Width	26 feet	28 feet	30 feet	29 feet
Number of Right of Way Actions	5	99	9	9
Area of Right of Way Acquisitions/Easements	80 sf	32,000 sf	300 sf	300 sf
Utility Pole Impacts	Moderate	Major	Major	Major
Utility Pole Relocations	In Roadway Layout	In Roadway Layout	Outside Roadway Layout	In Roadway Layout
Private Improvements Impacted	10	76	54	54
Bicycle Accommodation	No Separate Accommodation	Full Off Road	Separate On Road	Separate On Road
Pedestrian Accommodation	Full/ADA	Full/ADA	Full/ADA	Full/ADA
Complete Street	No	Yes	Yes	Yes
Traffic Calming Features	Yes	Yes	Yes	Yes
Construction Impacts	Minor	Major	Moderate	Moderate
Estimated Construction Duration	1 Season	2.5 Seasons	1.5 Seasons	1.5 Seasons
Estimated Construction Cost	\$2.3 Million	\$4.0 Million	\$3.0 Million	\$3.0 Million



BEAR HILL ROAD LOOKING NORTH
EXISTING CONDITIONS
DRAFT 3/12/2016



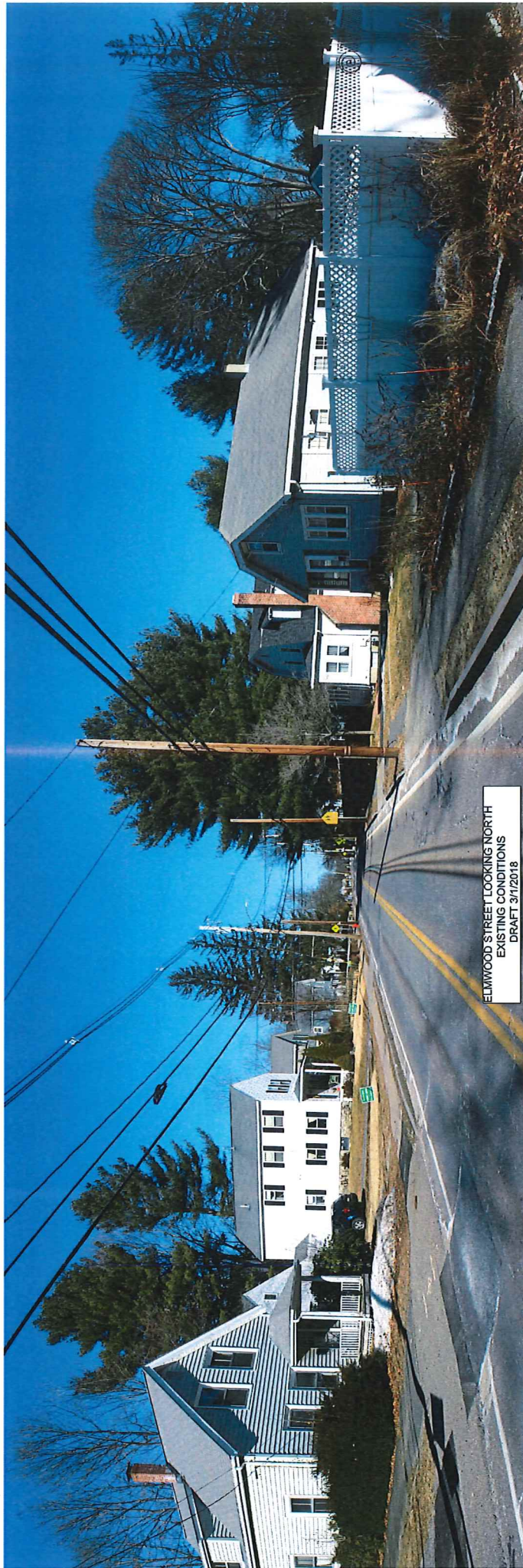
BEAR HILL ROAD LOOKING NORTH
OPTION 1
5 FT SIDEWALKS W/ 2 FT SHOULDERS
DRAFT 3/1/2018



BEAR HILL ROAD LOOKING NORTH
OPTION 2
SHARED USE PATH
DRAFT 2/1/2016



BEAR HILL ROAD LOOKING NORTH
OPTION 3
5 FT SIDEWALKS ON LEFT & RIGHT
4' PLANTERS
DRAFT 3/1/2018



ELMWOOD STREET LOOKING NORTH
EXISTING CONDITIONS
DRAFT 3/1/2018



ELMWOOD STREET LOOKING NORTH
OPTION 1
5 FT SIDEWALKS & 2 FT SHOULDERS
DRAFT 3/1/2018

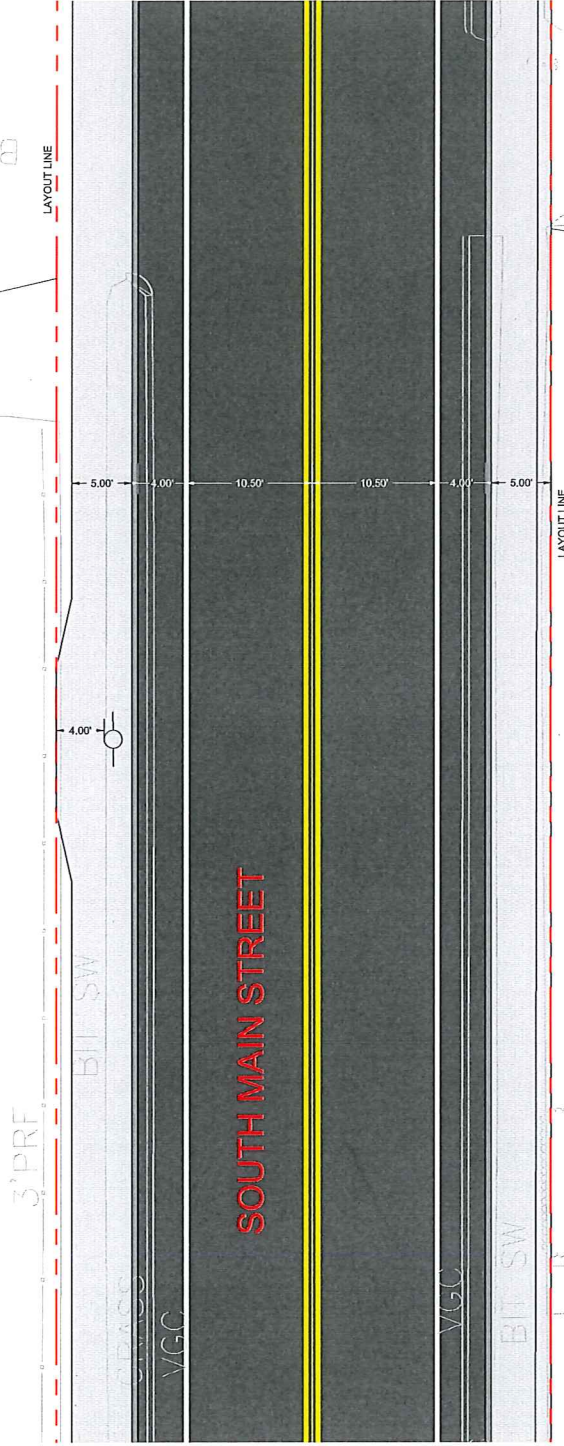
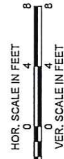
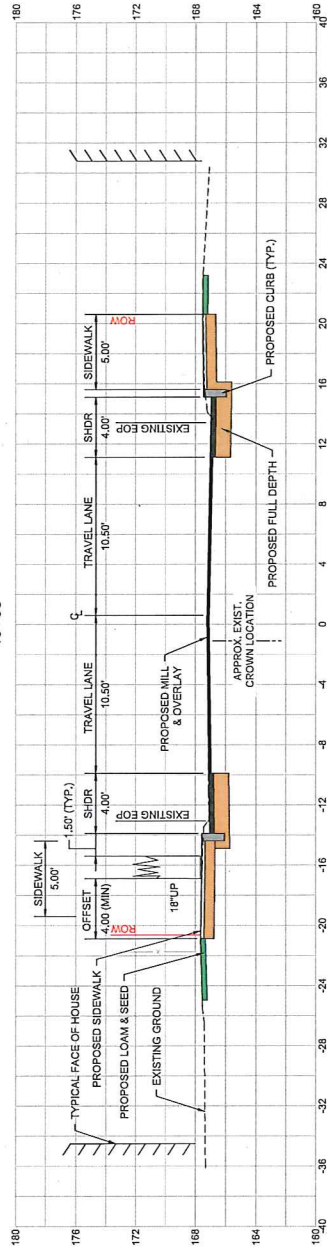


ELMWOOD STREET LOOKING NORTH
OPTION 2
SHARED USE PATH
DRAFT 3/1/2018

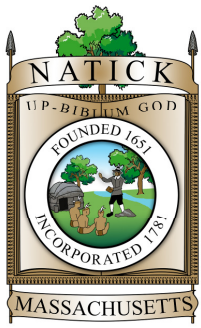


ELMWOOD STREET LOOKING NORTH
OPTION 3
5 FT SIDEWALKS & 4 FT SHOULDERS
DRAFT 3/1/2018

49+68



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. (978) 923-0400 Civil and Structural Engineers Westford, Massachusetts Greenintl.com	
SCALE: AS NOTED	DESIGNED BY: MB	DRAWN BY: MB	SHEET NO. 1 OF 1
DATE: 2/12/2018	CHECKED BY: EAUM		
PROJECT NO. 17008			



TOWN OF NATICK MASSACHUSETTS

TO: Amy Mistrot, Chair Board of Selectmen
William Chenard, Acting Town Administrator

FROM: Jeremy Marsette, P.E.
Director of Public Works

DATE: April 10, 2018

**SUBJECT: SOUTH MAIN STREET ROADWAY IMPROVEMENT PROJECT
RESPONSE TO QUESTIONS DATED MARCH 20, 2018 – UTILITY POLES**

Utility Pole Relocation

- * *What is the rationale to move the electrical poles from the east to the west side of the street?*
- * *Do the poles have to be moved?*
- * *How many poles would be eliminated and remain if moved?*
- * *It was confirmed that the poles could be moved in Alternative 1 as well as Alternative 3A. Why is the recommendation currently only for Alternative 3A?*
- * *Would moving the poles require that electrical wires to be strung over the Johnson School playground?*

Any improvement, road resurfacing, sidewalk paving, or the like on South Main Street would require the relocation of existing utility poles. The location of many existing poles create compliance issues with the federal Americans with Disability Act (ADA) and Massachusetts Architectural Access Board (MAAB) Regulations. Utility poles or other obstructions may not be located within wheelchair ramps, driveway ramps, or at locations that restrict travel by pedestrians. Additionally, the existing utility poles are not offset adequately from the vehicle travel lanes, presenting a safety hazard. Please note that merely resurfacing the roadway pavement from curb to curb would trigger compliance with ADA and MAAB.

For Alternative 3A, consolidating the utility poles to one side of the roadway would provide the minimum required clearance around poles for the proper maintenance (snow plowing, sweeping, etc) of the sidewalk. A slightly wider sidewalk on one side of the roadway would provide the required clearance.

For Alternative 1, utility poles will also need to be relocated to meet ADA and MAAB requirements and to provide adequate clearance around poles for maintenance. It was envisioned that utility poles may be placed within the roadway layout beyond the back side of the sidewalk or placed in a wider sidewalk (similar to Alternative 3A). The proposed alternative cross-sections and renderings have depicted potential locations for utility poles.

The consolidation of utility poles to one side of the roadway would eliminate the need for approximately 30 of the existing poles along South Main Street (that represents about 1/3 of the total poles on this roadway). From our consultant's preliminary analysis it seems desirable to relocate the poles to the west

South Main Street – Utility Poles
April 10, 2018

side of South Main Street. However should the utility companies have preference, the poles may be located to the east side and the design intent of the alternatives maintained.

All proposed relocations of utility poles and overhead electrical wires would be within the existing roadway layout of South Main Street. No wires are proposed to be strung over the playground at Johnson Elementary School.

Eversource

- * *Has Eversource been consulted on this project?*
- * *If yes, are they willing/able to perform the move as planned?*
- * *Do they think they can accommodate this extensive move within the town's timeline?*
- * *Would there be any expense to Natick for this pole relocation strategy?*

Prior to meaningful coordination with Eversource Electric, a design alternative should be chosen and the design advanced to depict the proposed locations of each utility pole. South Main Street is a significant local and regional arterial roadway that provides key north-south access through and around Natick. The last reconstruction of South Main Street occurred over 35 years ago. It's hoped that the current project would have a similar or longer lifespan. We would recommend that the Town chose a design alternative that best meets its needs and then work with the utility companies to relocate their facilities to accommodate the design (the roadway design should drive the location of utility poles, not vice versa).

The existing private utilities are located within the public roadway layout South Main Street by Grant of Location approved by the Board of Selectmen. These grants require the utilities to move their poles and facilities (at their cost) to accommodate the needs of the public roadway (and any modifications thereof). It is likely that new or revised Grants of Location will be needed for the new locations of poles.

As noted previously, coordination and scheduling of utility pole relocations will be the primary schedule driver for the completion of the project. It would be our goal to have the relocations occur in advance of the roadway reconstruction, however the project may be constructed with some overlap of the two activities.

ITEM TITLE: William Chase Arena Rates

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Email from Karen Partanen	4/17/2018	Cover Memo
rate increase request	4/17/2018	Cover Memo



Donna Donovan <ddonovan@natickma.org>

Fee Increase for the William Chase Arena

1 message

Karen Partanen <kpartanen@natickma.org>
To: Donna Donovan <ddonovan@natickma.org>

Tue, Apr 17, 2018 at 1:44 PM

Hi Donna,

On February 2, 2018 the Recreation and Parks Commission voted to approve a rate increase from \$250.00 to \$255.00 for the William Chase Arena.

On April 17, 2018 the Rink Advisory Committee voted to approve the rate increase as well.

The attached documentation shows the averages in the area and also notes that the last increase was in 2016. If approved tonight by the Board of Selectman, the rate increase would go into affect on

Karen Partanen**Town of Natick**

Recreation and Parks, Director

address: 179 Boden Lane ~ Natick, MA 01760**office:** 508-647-6532 **site:** www.natickma.gov**FMC - Natick 2018 Ice Rate Increase Request.pdf**

192K

FACILITY MANAGEMENT CORPORATION

PH: 781.826.3085 FAX: 781.826.3089

RATE INCREASE REQUEST MEMORANDUM

TO: KAREN PARTANEN – DIRECTOR OF RECREATION & PARKS
FROM: PATRICK FURZE
SUBJECT: ICE RENTAL FEES AT WILLIAM L. CHASE ARENA
DATE: 3/2/2018

Dear Karen:

Following is a request for approval of rate increases at the William L. Chase Arena operated by FMC.

We propose a 2% rate increase at the facility, raising the ice rental rate to \$255.00 (based on a 50-minute hour).

Current Rate Charged in the William L. Chase Arena: \$250.00

Proposed Rate: \$255.00

Last Rate Increase: 2016

Average fee in the metro-west area: \$316.00 (all)

The requested fee equals 81% of the average private rink fee.

We request approval of this proposed rate to help cover the increased operating costs for the facility:

- Cost of living increases for staff (3% of total payroll) - Projected at \$8,000.00
- Increase in health insurance costs (14% increase in 2018) - Projected at \$2,000.00
- New energy supply contract with a higher cost per kwh – Projected at \$6,000.00

In order to provide a quality experience for arena patrons and retain talented staff, ice rates need to adjust based on the real incurred expenses of the facility. These increased costs along with the recent hike in the minimum wage and the full implementation of the Massachusetts mandatory sick leave law are having a significant impact on our operating budgets. While we have made concerted efforts to reduce costs through more strategic use of personnel, energy conservation, reductions in our overhead, etc., cutbacks alone cannot make up for the inflation in operating costs.

Attached is an analysis showing the rates charged by rinks in the same general service area as the William L. Chase Arena. As you can see, the requested rate maintains a very competitive and affordable user fee in comparison to the marketplace. Based on the feedback we received in compiling the rate survey for this request, we anticipate that many rinks will be increasing their rates (some significantly) in the next season.

Please let me know if you have any questions or need further information to evaluate this request.

Sincerely,



Vice President of Marketing & Development
Facility Management Corporation

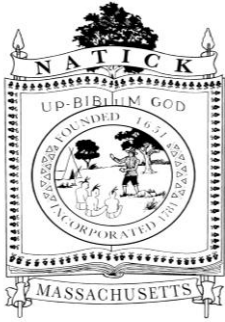
FMC Rink	Current Rate	Proposed Rate	Area Rinks	Current Rate	Average
William L. Chase Arena, Natick	\$250.00 (per 50-mins)	\$255.00 (per 50-mins)	Dexter School, Brookline	\$340.00	\$316.00
			Boch Ice Center, Dedham	\$350.00	
			Babson College, Wellesley	\$336.00	
			Rodman Arena, Walpole	\$350.00	
			Rivers School, Weston	\$320.00	
			New England Sports Center, Marlboro	\$294.00	
			Loring Arena, Framingham	\$225.00	

ITEM TITLE: Marijuana Update

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Memo RE: Special Legal Counsel-J. Errickson	4/13/2018	Cover Memo
Proposed Terms of Engagement-KP Law	4/11/2018	Cover Memo
Jonathan Silverstein-Bio	4/11/2018	Cover Memo
Katherine Laughman-Bio	4/11/2018	Cover Memo
Guide to Legalizing Nonmedical Marijuana-KP Law	4/11/2018	Cover Memo
eUpdate-KP Law	4/11/2018	Cover Memo



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

MEMORANDUM

To: Amy K. Mistrot, Chair, Board of Selectmen

From: Jamie Errickson, Director

CC: Bill Chenard, Acting Town Administrator

Date: April 12, 2018

RE: Update on the Recreational Marijuana – Special Legal Counsel

As you may recall, in January the Board of Selectmen (BOS) met on multiple occasions to discuss the recently released draft regulations of adult use marijuana from the State's Cannabis Control Commission (CCC). Following these discussions and with careful consideration of the Town's interests, the BOS directed Town Staff to move forward with drafting reasonable local regulations necessary to govern/permit adult use marijuana establishments in Natick per the CCC regulations once finalized. Since that time, the CCC released final regulations in early March 2018 (see link below), which are in effect as of the beginning of this month (April).

Over the past year, a Town Staff Working Group (Town Staff) has been monitoring the progress of the CCC regulations to best understand how this use can be reasonably regulated at the local level. Most recently, Town Staff met on March 29 (also attended by Chairperson Mistrot) to discuss the updated CCC regulations and outline a rough timeline of the Town's efforts to establish appropriate regulations based on the new CCC regulations.

Approximate Timeline of events to date:

- **2017 Fall Annual Town Meeting** – Town Moratorium approved by Town Meeting (subsequently approved by the AG's office in March 2018)
- **December 23** – Draft CCC adult use marijuana regulations released
- **January 2018** – Board of Selectmen review of draft regulations and subsequent direction to Town Staff to begin work on reasonable regulations for such uses.
- **March 9** - New adult use marijuana regulations were voted by the CCC
- **March 23** - New regulations were published
- **April 2** - CCC begins to accept applications for recreational marijuana projects
- **Late spring/early summer** – draft local regulations (zoning/general bylaw amendments, Board of Health regulations, etc) to be
- **2018 Fall Annual Town Meeting*** – review/approval of any zoning/general bylaw amendments and/or other regulations, policies, approvals desired for the Town to most effectively regulate marijuana establishments.

- **December 31** – Town moratorium on adult use marijuana establishments expires
- **January 1, 2019** – Prior medicinal marijuana state regulations convert to new CCC regulations.

* Town Administration is exploring the possibility of scheduling a Special Town Meeting for the first night of the 2018 Fall Annual Town Meeting to review and vote on any new zoning and/or general by-law amendments. A Special Town Meeting would allow these amendments to be forwarded to the Attorney General's office for approval prior to the closure of the 2018 Fall Annual Town Meeting, and well in advance of January 1, 2019 so that such regulations can be approved prior to the expiring Town moratorium.

Looking at the schedule, which is quite aggressive in order to accomplish what needs to be completed in the coming months, at the meeting on March 29 Town staff expressed the desire to have specialized legal and consultant support to help augment Town Counsel guidance provided to date. Such support will assist with drafting and reviewing and proposed Town regulations or bylaw amendments as they relate to the various implications/interpretations of the CCC Regulations. Chairperson Mistrot concurred and asked that Staff prepare such request for the BOS's April 17 meeting.

Given the newness of the CCC regulations and adult use marijuana in Massachusetts, there are few "experts" in the field with extensive knowledge and/or experience with both the CCC Regulations and Massachusetts municipal government processes. Through research, KP Law, and in particular Katherine Laughman, rose as a leader in this new sector. With this memo, please find a draft agreement, the bio of Attorney Laughman and Attorney Silverstein, along with other materials from KP Law displaying the experience/background of the firm with adult use marijuana and related fields.

As Town Staff work to draft reasonable regulations, additional support, feedback, and guidance from the BOS will be necessary and desired. Further, as discussed at the March 29 meeting of Town Staff, a "Working Group of Boards" comprised of a representative from the BOS, Planning Board, Board of Health, and other boards/committees in Town, may be beneficial to assist Town Staff in expeditiously drafting local regulations and working through local review processes prior to 2018 Fall Annual Town Meeting.

As always, please feel free to contact me with any questions or suggestions as this process moves forward.

Related Information:

- CCC Final Regulations titled "Filed Regulations for the Implementation of the Adult Use of Marijuana Industry in Massachusetts" located at <https://mass-cannabis-control.com/documents/>
- Presentation provided by Attorney Laughman at the 2018 MMA Conference. https://www.mma.org/sites/default/files/resources/marijuana_law_workshop_2018.pdf
- The ad hoc Town Staff Working Group consists of Jim White (Director of Health Department), Police Chief Jim Hicks, Bill Chenard (Acting Town Administrator), Katie Sugarman (Prevention & Outreach Program Manager), Ted Fields (Senior Planner, Community and Economic Development), and Jamie Erickson (Director Community and Economic Development)

April 9, 2018

Jonathan M. Silverstein
jsilverstein@k-plaw.com

BY ELECTRONIC MAIL (jerrickson@natickma.org)

Mr. James Errickson
Director – Community & Economic Development
Natick Town Hall
13 East Central Street
Natick, MA 01760

Re: Proposed Terms of Engagement- Zoning and Regulation of Marijuana Establishments

Dear Mr. Errickson:

I am writing as an officer of KP Law, P.C. (“Firm”). You have indicated that the Town of Natick wishes to retain the services of the Firm to advise and assist with respect to consideration, crafting and adoption of zoning and/or other regulations relative to medical and adult use marijuana establishments (“Project”). At your request, this letter serves as a proposal as to scope of work and fees for legal services in furtherance of the Project.

As you know, the Firm serves as town counsel or city solicitor to over one-third of the municipalities in the Commonwealth and as special counsel to many others. The Firm has extensive experience in zoning and other land use law and is uniquely qualified to undertake the Project at your request. In particular, the Firm has been at the forefront of advising municipalities regarding the regulation of marijuana establishments. Katherine Laughman, one of the Firm’s senior land use attorneys, has become the preeminent legal authority in the Commonwealth in the emerging area of marijuana regulation and is a frequent speaker on the subject. In addition to presenting at numerous municipal public forums and hearings related to marijuana regulation, Katherine has been an invited speaker on numerous panels, along with members of the Cannabis Control Commission, including the following:

- Stoughton Wellness Coalition, January 27, 2017
- North Shore Regional Policy Makers Forum, April 28, 2017
- Norther Middlesex Council of Governments – Citizen Planner Training Collaborative Workshop, November 1, 2017
- Old Colony Planning Council – Citizen Planner Training Collaborative Workshop November 14, 2017
- Massachusetts Municipal Association Annual Meeting and Tradeshow, January 19, 2018 (jointly presenting with Commissioner Kay Doyle)
- Central Massachusetts Regional Planning Commission, February 2, 2018 (jointly presenting with Commissioner Kay Doyle)

- Citizen Planner Training Collaborative Annual Conference, March 17, 2018 (jointly presenting with Commissioner Kay Doyle)

Upcoming Speaking Engagements:

- Western New England University – sponsored by the Social Law Library, May 16, 2018 (jointly presenting with Commissioners Britte McBride and Shaleene Title)
- Merrimack Valley Regional Planning Commission – date TBD

Copies of Katherine's resume and brochures/promotional materials for some of these events are enclosed for your reference. In addition, the firm has issued guidance to its client communities as this area of law has developed. Examples of these guidance materials are also enclosed.

In addition to Katherine, I would also assist the Town with this project. I also have advised numerous municipal clients with respect to marijuana related matters, and I have extensive experience negotiating host community and land development agreements with respect to various development and rezoning efforts. I have included my resume with this letter as well.

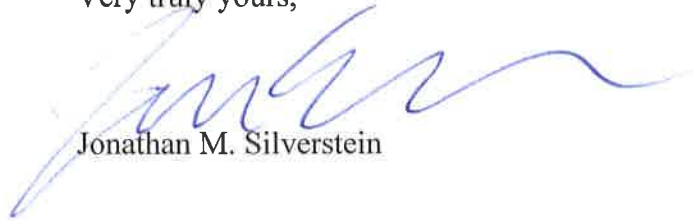
Fees

The Firm proposes that legal services in furtherance of the Project be provided at a rate of \$200.00 per hour, billed in 1/10th hour increments. If utilized, paralegals are charged at \$100.00 per hour. We do not otherwise charge for work by clerical staff or non-attorney personnel. We bill travel time on a portal to portal basis. Mileage is charged at the rate allowed by the Internal Revenue Code. Disbursements are charged at cost, without markup, for out-of-pocket disbursements. We send itemized bills monthly, and can provide interim status reports when and as requested.

As we discussed, the Firm is deeply cognizant of fiscal constraints and pressures facing municipalities. Katherine and I will remain in constant communication with you regarding the time being spent on the Project and will only undertake work on the Project under your direction.

Thank you for the opportunity to work with the Town on this interesting Project. If you need additional information about the Firm, or have any questions concerning the terms of the proposed engagement, please do not hesitate to contact me.

Very truly yours,

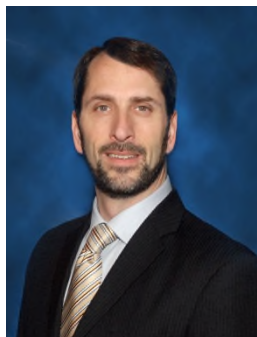


Jonathan M. Silverstein

JMS/sm1

Enc.

621965/90002/0040



JONATHAN M. SILVERSTEIN

Shareholder

E-mail: jsilverstein@k-plaw.com

Phone: 617.654.1729

Practice Areas: General Municipal, Land Use, Litigation

Experience

Attorney Jonathan Silverstein has more than 20 years of experience counseling clients on general municipal law, including municipal finance, conflict of interest, public records and Open Meeting Law, as well as licensing, land use, real estate, zoning, contracts and permitting.

Jonathan has represented clients in a broad range of cases, including land use, civil rights, tort, contract, education, employment, and environmental, before all levels of the Massachusetts and Rhode Island trial courts, the United States District Court (Districts of Massachusetts and Rhode Island), the Massachusetts Appeals Court and Supreme Judicial Court, the Rhode Island Supreme Court, and the United States Court of Appeals for the First Circuit.

Jonathan is also the chair of the firm's active Expanded Gaming and Casino practice. He has represented more than two dozen host and surrounding communities across Massachusetts and New York in negotiating agreements with gaming facility developers as well as ancillary matters, such as establishment of redevelopment authorities, negotiation of urban redevelopment agreements, and large-scale rezoning efforts.

Representative Litigation Matters

Civil Rights/Tort

- Freeman v. Town of Hudson, 714 F.3d 29 (1st Cir. 2013). Federal Court of Appeals upheld dismissal of federal civil rights claims brought by developer against members of Town's Police Department and Conservation Commission, claiming that his development activities were wrongfully scrutinized/regulated and that he was falsely arrested and criminally charged as a result of plaintiff's dispute with his neighbor, who is also a member of the Town's police department.
- Grossi Development LLC v. Town of Rehoboth, U.S.D.C. 1:10-cv-10728-RWZ (Aug. 25, 2011) (Zobel, J.), affirmed 1st Cir. No. 2011-2365 (July 9, 2012). Federal District Court dismissed equal protection and due process claims by Chapter 40B developer, who claimed that Town's Zoning Board of Appeals and Conservation Commission had interfered with ability to permit and construct residential housing development. The District Court's judgment was affirmed by a panel of the United States Court of Appeals.

- Rocheleau v. Town of Millbury, 115 F.Supp. 173 (D.Mass. 2000). Federal District Court awarded summary judgment to the Town and Town officials on various civil rights and tort claims against the Town and police officers, arising out of a pretrial detainee's alleged injuries while in a Town lock-up facility.
- Marinelli v. Stoughton Board of Selectmen, NOCV2008-00121 (2008). Superior Court dismissed equal protection and due process claims arising out of the Board of Selectmen's vote to discontinue maintenance of a private road. Plaintiff claimed he was treated differently from others similarly situated and suffered damages as a result of the Board's decision. The Court also rejected the plaintiff's request for a review of the Board's vote to discontinue maintenance.

Comprehensive Permits/Enforcement

- Town of Boxborough v. Boxborough Meadows, LLC. In the settlement of the first-ever action by a municipality to enforce the profit limitation imposed upon recipients of comprehensive permits for affordable housing projects under G.L.c.40B, the developer agreed to pay \$1.2 million to the Town, to be used for affordable housing purposes.

Constitutional/Licensing

- DHL Associates v. Town of Tyngsborough, 64 Mass.App.Ct. 254 (2005). In a case of first impression, the Appeals Court held that Article 16 of the Massachusetts Declaration of Rights does not afford broader protections to adult entertainment than the First Amendment.

Employment

- Jackson v. Town of Belchertown, 84 Mass.App.Ct. 1107 (2013). Appeals Court upheld dismissal of wrongful termination claim by former police lieutenant, who claimed his position was eliminated in retaliation for his participation in the investigation of a town official's son.
- City of New Bedford v. MCAD, 440 Mass. 450 (2003). SJC reversed MCAD's decision to affirm arbitration award in favor of police officer, who claimed that decision to remove him from City's SWAT teams was based upon unlawful handicap discrimination. In case of first impression, SJC adopted federal courts' definition of "handicap" in ADA cases for purposes of claims under G.L. c.151B.

Education

- Doe v. Superintendent of Schools of Stoughton, 437 Mass. 1 (2002). In the first case to interpret student-discipline provisions of G.L. c.71, §37H½ part of the Education Reform Act, the SJC upheld the decision of the Town's Superintendent of Schools to suspend a student charged with a felony that took place off school premises and during the summer break. This decision reaffirms the broad discretion of school officials with respect to student discipline and safety.

Environmental

- Town of Sturbridge v. Mobil Oil Company. \$1.6 million settlement in groundwater contamination action, pursuant to G.L. c.21E.

Municipal/Presentment

- Antonio v. City of Peabody, 51 Mass.App.Ct. 655 (2001), MLW June 4, 2001 (opinion digest). Appeals Court reversed denial of City's motion for summary judgment on grounds of inadequate presentment and ordered that judgment enter for City.

Municipal Finance

- Iacobucci v. Town of Amesbury, 77 Mass.App.Ct. 1109 (1:28 Decision), further appellate review denied, 458 Mass. 1104 (2010). Appeals Court held that debt authorization for capital expenditure (library renovation project) was not subject to referendum process under municipal charter. Court also held that plaintiffs' Open Meeting Law claim and mandamus claim (seeking enforcement of various charter provisions) were properly dismissed.

Open Meeting Law

- Paicopolis v. Dartmouth School Committee, 72 Mass.App.Ct. 1117, further appellate review denied, 452 Mass. 1109 (2008). Appeals Court rejected a claim that the School Committee held improper executive sessions and also rejected a claim that the School Committee breached obligation of good faith and fair dealing with the public by considering various employment and contract matters in executive session.

Junk Yard/Contempt

- City of Woburn v. Alfred V. Fraumeni, Jr., Inc., MICV1998-1437 and MICV2001-1231 (2006). After trial, Superior Court entered a Contempt Judgment against owner of property being used for storage of approximately 160 junk and disused vehicles. Court ordered repayment of City's costs and attorney fees and provided for appointment of receiver (at property owner's expense) if all vehicles, debris and equipment were not removed by set deadline.

Real Estate (Registered Land)

- Town of Sandwich v. Panciocco, 48 Mass.App.Ct. 556, further appellate review denied, 431 Mass. 1105 (2000). Appeals Court affirmed summary judgment for plaintiff Town in right-of-way case involving inconsistencies between confirmation plan of defendant's property and registration plan of plaintiff's property.

Real Estate (Right of Reverter)

- Faneuil Investors Group v. Board of Selectmen of Dennis, 458 Mass. 1 (2010). Supreme Judicial Court held that Town could enforce right of reverter to void sale of municipal land to housing authority, based upon housing authority's failure to obtain permission of selectmen prior to granting mortgage on property. Mortgagee/Bank claimed that mortgage was not "conveyance" sufficient to trigger reverter clause.

Sewer Connection

- Lemansky v. Charlton Water & Sewer Commission, WOCV2004-01107 (2005). Summary Judgment rejecting the claim of property owners that they were improperly denied connections to municipal sewer for a large-scale development based upon a narrow strip of land connecting the development site to a public way in which municipal sewer line was located. Court also upheld sewer connection moratorium as valid exercise of Commission's authority.

Subdivision Control

- Wine v. Planning Board of Newburyport, 74 Mass.App.Ct. 521 (2009). Appeals Court upheld denial of definitive subdivision approval and rejected property owners' claims that: (1) compliance with current subdivision rules and regulations was not required due to prior approval of subdivision plan for the same property; and (2) that the Planning Board's denial

of a waiver requirement for centerline offset was motivated by an improper attempt to prevent further subdivision of the property in question.

Subdivision Control/Damages

- Arello v. Town of Auburn, WOCV2008-02542 (2009). Superior Court dismissed claims for damages and to remove cloud on title, arising from filing of conditions of subdivision approval approximately fifteen years after the original decision of Planning Board and seven years after the plaintiff purchased subject property.

Zoning

- Barkan v. Town of Truro, Land Court No. 17 Misc. 000371 (2017) and Zehnder v. Town of Truro, Land Court No. 12 Misc.459506 (2017). In this highly publicized zoning enforcement matter, Jonathan secured a settlement for the Town resulting in payments totaling \$3 Million and successfully defended the settlement in subsequent litigation initiated by a group of abutters.
- Palitz v. Tisbury Zoning Board of Appeals, 470 Mass. 795 (2015). In a case of first impression, the Supreme Judicial Court held that endorsement of an Approval Not Required (ANR) plan under the so-called “existing structures exemption” of the Subdivision Control Law does not protect the resultant lots from zoning enforcement, where the division of land results in new zoning nonconformities.
- Kennard v. Zoning Board of Appeals of Eastham, 52 Mass.App.Ct. 1005 (2001), MLW July 23, 2001 (opinion digest). Affirming judgment after trial upholding a decision of the Zoning Board of Appeals to deny plaintiff a special permit for the enlargement of a preexisting nonconforming structure and rejecting plaintiff’s argument that denial of a special permit for “de minimis” enlargement was abuse of discretion.
- Perotti-Cyrus v. Town of Sandwich, BACV2004-0767 (2009). After trial, Superior Court upheld a zoning enforcement order against the use of a cottage that was unlawfully sold into separate ownership from remaining cottages in a former seasonal cottage colony.

Prior Experience

Rhode Island Supreme Court

Law Clerk, Justice Victoria Lederberg (1995-1996)

Honors & Awards

- Named a “Super Lawyer” in Municipal Law in the 2015-2017 editions of *Super Lawyers Magazine*
- Named a “Rising Star” in Municipal Law in the 2010 edition of *Super Lawyers Magazine*
- Named one of five “Up and Coming Lawyers” by *Massachusetts Lawyers Weekly* in 2004

Memberships & Affiliations

- Massachusetts Bar Association, Civil Litigation Division
- Steering Committee Member, Municipal Coalition for Affordable Housing (MCAH)

Bar & Court Admissions

- Massachusetts Bar
- Rhode Island Bar
- U.S. District Court (Mass.)
- U.S. District Court (Rhode Island)
- U.S. Court of Appeals for the First Circuit
- Supreme Court of the United States

Education

Boston College Law School

Juris Doctor, 1995

Editor, *Environmental Affairs Law Review*

Brandeis University

Bachelor of Arts, *cum laude*, with High Honors, 1992

Recent Presentations

- Cannabis & Host Communities: What You Need to Know, Cannabis Society and Prince Lobel Tye LLP, March 2018
- The Zoning Act and Municipal Control of Land Use, Middlesex County Town and City Clerks Association Annual Meeting, December 2017
- Introduction to Subdivision Control, Citizen Planner Training Collaborative, Brewster, MA, November, 2017
- Zoning Exemptions, Citizen Planner Training Collaborative Annual Meeting, March 2017
- Massachusetts Case Study—Host and Surrounding Community Agreements, National Conference of Legislators from Gaming States Annual Meeting, July 2016
- Zoning Code Administration and Enforcement, Eastern States Building Officials Federation Annual Conference, Portsmouth, NH (April 2016).
- Exempt Uses Under the Massachusetts Zoning Act, Massachusetts Building Commissioners and Inspectors Association (July 2015).
- Hot Topics in Zoning Law, Boston Bar Association (May 2015)
- Casino Gaming, State Policy and Local Planning, Massachusetts Association of Planning Directors (MAPD), Westminster, MA (Jan. 2014).
- Surrounding Communities Under the Massachusetts Gaming Act, Massachusetts Continuing Legal Education (MCLE), Boston, MA (Dec. 2013).
- Massachusetts Gaming Law Update 2012, Massachusetts Continuing Legal Education (MCLE), Boston, MA (Dec. 2012).
- Casino Coming to Town, Planning at a Crossroads, presented at the annual conference of the Southern New England American Planning Association (SNEAPA), Hartford, CT (Sept. 2012).
- There's a New Game in Town—What Municipalities Need to Know About the Casino Legislation, Webinar (Jan. 2012), available for viewing at www.k-plaw.com.

Publications

- “Procurement Opportunities in the Gaming Sector: A Good Bet for those Who Play By the Rules,” *Boston Bar Journal*, Summer 2015
- Comment: “Taking Wetlands to the Bank: The Role of Wetland Mitigation Banking in a Comprehensive Approach to Wetland Protection,” *Boston College Environmental Affairs Law Review*, Volume 22, Number 1
- Author, “Lucas One Year Later: Merely a Footnote to the Regulatory Takings Doctrine,” *National Environmental Enforcement Journal*



KATHERINE D. LAUGHMAN

Associate

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Practice Areas: General Municipal, Land Use

Experience

Attorney Katherine Laughman's practice focuses on land use, with particular specialties in telecommunications law and marijuana regulation. In this capacity, she provides counsel to municipalities on all aspects of state and federal land use law, including zoning, subdivision control, historic preservation, environmental matters and zoning enforcement. She is an experienced litigator, frequently representing clients in state and federal courts and before administrative boards, primarily on land use matters.

Katherine is a frequent speaker on the emerging area of marijuana regulation. In addition to presenting at numerous local public forums and hearings related to marijuana regulation, Katherine has also been an invited speaker at the following public events, speaking on panels along with members of the Cannabis Control Commission:

- Stoughton Wellness Coalition, January 27, 2017
- North Shore Regional Policy Makers Forum, April 28, 2017
- Norther Middlesex Council of Governments – Citizen Planner Training Collaborative Workshop, November 1, 2017
- Old Colony Planning Council – Citizen Planner Training Collaborative Workshop November 14, 2017
- Massachusetts Municipal Association Annual Meeting and Tradeshow, January 19, 2018 (jointly presenting with Commissioner Kay Doyle and Chief of the Attorney General's Central Massachusetts Division, Margaret Hurley)
- Central Massachusetts Regional Planning Commission, February 2, 2018 (jointly presenting with Commissioner Kay Doyle)
- Citizen Planner Training Collaborative Annual Conference, March 17, 2018 (jointly presenting with Commissioner Kay Doyle)



Upcoming Speaking Engagements

- Western New England University – sponsored by the Social Law Library, May 16, 2018 (jointly presenting with Commissioners Britte McBride and Shaleene Title)
- Merrimack Valley Regional Planning Commission – date TBD

Clerkships

Massachusetts Appeals Court, Boston, MA

Law Clerk, Honorable Judge Andre Gelinas, 2003-200

Memberships & Affiliations

- Board Member, J. Reuben Clark Law Society, New England Chapter

Bar & Court Admissions

- Massachusetts Bar
- U.S. District Court (Mass.)

Education

Brigham Young University, J. Reuben Clark Law School

Juris Doctor, *cum laude*, 2003

Executive Editor, *BYU Journal of Public Law*

Brigham Young University

Bachelor of Music, 2000

A GUIDE TO THE LAW LEGALIZING NON-MEDICAL MARIJUANA

REVISED JANUARY 2018

At the November 2016 state election, Massachusetts voters approved Question 4, adoption “The Regulation and Taxation of Marijuana Act” (Chapter 334 of the Acts of 2016), allowing non-medical (also known as “adult” or “recreational”) use of marijuana by adults in the Commonwealth and authorizing various commercial non-medical marijuana establishments. We issued a guide to the new law in January, 2017, following the amendments made pursuant to Chapter 351 of the Acts of 2016 (December 30, 2016), and updated that guidance in July, 2017 following enactment of Chapter 55 of the Acts of 2017, “An Act to Ensure Safe Access to Marijuana” (the “Act”). The Act makes numerous changes to the law as approved by the voters, including licensing, the local tax surcharge, and local restrictions and prohibitions. Additionally, the Act will soon repeal the original 2012 marijuana law, and codified in a new G.L. c.941 the statutory requirements for cultivation, distribution, possession and use of marijuana for medical purposes. This guide will address key issues.

CURRENT TIMELINE

 **AUGUST 1, 2017**

Cannabis Advisory Board

Appointment of a 25-member Cannabis Advisory Board, with members appointed by a variety of officials and organizations, charged with making recommendations on guidelines, rules, and regulations for the recreational use of marijuana. The President (or a designee) of the Massachusetts Municipal Association shall hold one seat. See the [Governor's](#) and [Treasurer's](#) press releases for information on the members of the Board.

 **SEPTEMBER 1, 2017**

Cannabis Control Commission

Appointment of a five-member Cannabis Control Commission (“CCC”), by the Governor, Attorney General and Treasurer. The CCC has authority to adopt regulations and issue licenses for commercial production and sale of marijuana, much like the Alcoholic Beverages Control Commission for alcohol. The CCC shall also assume authority over the licensing of medical marijuana treatment centers, which will be transferred from the Department of Public Health before December 31, 2018.

See the CCC's [website](#) for information about the appointees - Mr. Steven Hoffman, Chair; Attorney Kay Doyle; Senator Jennifer Flanagan; Attorney Britte McBride; and Ms. Shaleen Title.

MARCH 15, 2018

CCC Adoption of Regulations

Adoption of regulations, guidelines and protocols by the CCC for the issuance of licenses for recreational marijuana establishments.

The CCC must additionally make necessary accommodations and promulgate special regulations for the counties of Dukes and Nantucket by May 1, 2018.

DRAFT [regulations](#) filed on December 21, 2017

April 1, 2018 License Applications Begin	Acceptance of applications by the CCC for recreational marijuana licenses pursuant to G.L. c.94G will begin not later than April 1. IMPORTANT: The zoning bylaws or ordinances <u>in effect at the time of application</u> will be an essential component of the CCC's ability to grant a license. Municipalities will be asked to inform the CCC of any bylaw or ordinance that would make the application noncompliant with local law if the license is issued.
June 1, 2018 License Issuance	The CCC may begin issuing licenses, prioritizing applications under statutory criteria. The CCC must approve or deny applications within 90 days.

ZONING MORATORIA

The emerging area of marijuana regulation presents many policy and planning issues for municipalities. A zoning moratorium, which would impose a temporary restriction on marijuana establishments within a municipality, is a powerful tool available to municipalities to provide additional time to consider how a community will regulate marijuana uses.

It appears that over one-third of the Commonwealth's municipalities have adopted a moratorium, ban or limitation on marijuana establishments. The Attorney General has approved, and appears likely to continue to approve, such moratoria for towns through December 31, 2018. If a municipality seeks to adopt substantive zoning, but is not ready to enact a bylaw or ordinance prior to April 1, or cannot due to the need for a related election, consideration may be given to adopting a moratorium (sample attached).

LOCAL REGULATION UNDER G.L. c.94G, §3

Municipalities may by bylaw or ordinance: regulate the time, place and manner of marijuana establishment operations; impose reasonable safeguards on such operations, provided that such bylaws or ordinances do not render operations "unreasonably impracticable"; restrict licensed cultivation, processing and manufacturing of marijuana that is a "public nuisance"; establish restrictions on public signs related to marijuana establishments, and establish a civil penalty for violation of an ordinance or bylaw.

Municipalities seeking to prohibit or otherwise limit the number or types of marijuana establishments within a community must follow the applicable statutory procedure to impose such limitations, which procedure depends on whether the municipality voted "yes" or "no" on Question 4, as discussed in further detail below.

Prohibitions or Limitations Permitted by Bylaws or Ordinances

Pursuant to G.L. c.94G, §3, a municipality may, by bylaw or ordinance, exercise the following local controls:

- prohibit the operation of one or more types of marijuana establishments;
- limit the number of marijuana retailers to fewer than 20 per cent of the number of retail off-premises alcoholic beverage licenses issued by the municipality under G.L. c.138; or
- limit the number of any type of marijuana establishment to fewer than the number of medical marijuana treatment centers registered in the municipality to engage in the same type of activity.

For those municipalities that voted against Question 4, the procedure for adopting a bylaw or ordinance to prohibit or limit the number of marijuana establishments has significantly changed:

- If a municipality voted *in favor* of Question 4 on November 8, 2016, then two votes must be taken before an ordinance or bylaw can be effective: (1) approval by the voters at annual or special election; and (2) approval by the local legislative body.
- If a municipality voted *against* Question 4, the ordinance or bylaw must only be adopted by the local legislative body. This special provision will expire on December 31, 2019, after which the two-step process requiring a ballot question and legislative approval will apply to all municipalities.

Chapter 94G, §3 now provides the general form for a ballot question. The question presented to the voters must include the entire proposed bylaw or ordinance and be accompanied by a brief summary prepared by the City Solicitor/Town Counsel identifying the number and types of marijuana establishments that will be permitted to operate. As with all ballot questions, pursuant to G.L. c.54, §42C, no less than 35 days prior to the date of the election at which the questions will appear notice must be provided to the City or Town Clerk, including the statutory form of the question, the full text of the bylaw or ordinance, and the counsel summary. The form of the ballot question is attached.

Additional Issues to Consider When Imposing Prohibitions or Limitations

The Act is silent on several issues concerning the adoption of local legislation, including the following:

Zoning v. General Legislation: The Act does not specify whether a bylaw or ordinance implementing a prohibition or limitation must be zoning or general in nature. The Attorney General has approved zoning bylaws imposing such restrictions on marijuana establishments. However, when approving similar general bylaws, the Attorney General has recommended adoption of a zoning bylaw as well. Based upon the Attorney General's position, we have recommended adoption of a zoning bylaw for such purposes, but, in our opinion, there may nevertheless be some benefit to adopting a general bylaw as well, or, if the zoning fails to pass, in the alternative. This remains a developing issue, dependent upon different policy considerations. Sample bylaw/ordinance language is attached.

Agreement of Bylaw or Ordinance Language with Ballot Question: For municipalities subject to the two-step approval process for implementing a prohibition or limitation on marijuana establishments, it is essential that the bylaw or ordinance approved by ballot be the same as or substantially similar to that approved by the legislative body. While the Attorney General has indicated that either vote can occur first, if the bylaw is presented to the legislative body after approval by the electorate, in our opinion, in order to withstand a challenge, any substantive amendments or revisions will likely necessitate a further vote by the electorate.

Conversion of Existing Marijuana Treatment Centers

The original law required a municipality to allow a recreational marijuana establishment to be located in “any area in which a medical marijuana treatment center is registered to engage in the same type of activity.” The Act rescinded that requirement, adding a new requirement prohibiting a zoning bylaw or ordinance from preventing a medical marijuana treatment center licensed by or registered with the Commonwealth on or before July 1, 2017 from converting to a marijuana establishment engaged in the same type of activity under the Act. It is our opinion, however, that any medical marijuana treatment center licensed or registered after that date could be prevented from converting to a marijuana establishment by the adoption of a bylaw or ordinance prohibiting all marijuana establishments.

Petition for Ballot Question to Permit Marijuana “Cafés”

The procedure for allowing consumption on the premises where marijuana is sold remains unchanged from that presented in Question 4. In our opinion, based on the plain language of the Act, the only mechanism for permitting so-called social consumption is a petition process, which petition must be signed by at least 10% of the registered voters of the municipality. The question can only appear on the ballot at a biennial state election, the next of which will be held in November 2018.

The CCC’s draft regulations suggest a different understanding of the law, however. In their current form, the draft regulations list a “Marijuana social consumption operator” within the definition of “Marijuana retailer”. Such an interpretation suggests that a municipality that allows retail sales of marijuana in any district, without more, will also be authorizing “marijuana social consumption”. Although it is possible this issue will be revisited by the CCC prior to the issuance of final regulations, a municipality that wishes to allow marijuana retailers but prohibit social consumption should specifically so provide in their zoning.

Marijuana Growing and Cultivation

Chapter 351 of the Acts of 2016 amended the Zoning Act, G.L. c.40A, §3, to explicitly provide that the “growing, cultivation, distribution or dispensation of marijuana” does not qualify for the agricultural exemption under G.L. c.40A. The Act expressly adds, however, that municipalities are not precluded “from establishing zoning bylaws or ordinances which allow commercial marijuana growing and cultivation on land used for commercial agriculture, aquaculture, floriculture, or horticulture.”

HOST COMMUNITY AGREEMENTS

The Host Community Agreement (HCA) provision in G.L. c.94G, §3 was substantially revised by the Act to cover both non-medical marijuana establishments and medical marijuana treatment centers. The Act now requires that both types of entities enter into HCAs with host communities. The Act authorizes a “reasonable” community impact fee that “shall not amount to more than 3 percent of the gross sales of the marijuana establishment or medical marijuana treatment center or be effective for longer than five years.” The Act does not preclude renegotiation of a HCA at the end of the initial five-year term. The Act continues to require that a HCA only include community impact fees that are “reasonably related” to the costs imposed upon the municipality by the operation of the marijuana establishment. The municipality is required to document its costs.

TAXATION ON SALE OF RECREATIONAL MARIJUANA

The Act increases from 2% to 3% the amount of local tax that municipalities may impose on the “sale or transfer of marijuana or marijuana products by a marijuana retailer operating within the city or town”. The tax is based on the total sales price.

- If a municipality wishes to adopt the local sales tax, it must accept G.L. c.64N, §3 by a vote of its legislative body and in compliance with its charter, if any. If a municipality has already accepted §3 to impose the 2% tax, and now wishes to increase the tax, a new vote of the legislative body will be required.
- This local tax does not apply to sales of marijuana or marijuana product between marijuana establishments.

The Act revised G.L. c.64N, §2 to increase from 3.75% to 10.75% the state tax on sales of non-medical marijuana.

CHANGES TO MEDICAL MARIJUANA LAWS

The Act makes a number of significant changes to the regulation of medical-use marijuana including:

- The eventual repeal of chapter 369 of the Acts of 2012, “An Act for the Humanitarian Medical Use of Marijuana” and the adoption of a new Chapter 94I - “Medical Use of Marijuana.”
- The transfer of the oversight and regulation of medical-use marijuana from the Department of Public Health to the Cannabis Control Commission on or before December 31, 2018.
- The continuation of Department of Public Health regulation of medical-use marijuana under the existing regulatory scheme, 105 CMR 725, until the transfer to the CCC is complete.

PERSONAL USE OF RECREATIONAL MARIJUANA

The following personal use of recreational marijuana is permitted under the Act:

- Persons 21 years of age or older may possess one ounce or less of marijuana. G.L. c94C, §32L.
- Within a person’s “primary residence,” a person may possess up to 10 ounces of marijuana and any marijuana produced on the premises by not more than six marijuana plants for personal use. If there is more than one grower at the residence, there may be up to 12 plants cultivated on the premises.
- A person may give away or transfer without “remuneration” to a person age 21 years or older up to one ounce of marijuana, of which no more than five grams may be in the form of marijuana concentrate, provided that such transfer is not advertised or promoted to the “public.”
- A person 21 years of age or older may also possess or manufacture marijuana accessories or sell such accessories to a person 21 years of age or older.

The following are significant limitations imposed by the Act on personal use of non-medical marijuana:

- Cultivation and processing marijuana plants may not be visible from a public place.
- Marijuana or marijuana products exceeding 1 ounce within the person's place of residence must be secured by a lock.
- No person shall consume marijuana in a public place or smoke marijuana where smoking tobacco is prohibited. The term "public place" is not defined in the Act but is generally understood to include areas both privately and publicly owned to which the public has rights of access by invitation, either express or implied.
- Open containers of marijuana or marijuana products are prohibited in the passenger area of any motor vehicle.

FURTHER DEVELOPMENTS

We continue to monitor developments in this quickly evolving area of the law. The next significant milestones include the issuance of final regulations, the filing of license applications, and issuance of initial licenses.

If you have any questions concerning regulation of non-medical marijuana, please contact Attorneys Joel Bard (jbard@k-plaw.com), Katherine Laughman (klaughman@k-plaw.com), or Brian Riley (briley@k-plaw.com) at 617.556.0007. Members of our Labor and Employment Practice Group are also available to assist with employment-related questions.

Disclaimer: This information is provided as a service by KP Law, P.C. This information is general in nature and does not, and is not intended to, constitute legal advice. Neither the provision nor receipt of this information creates an attorney-client relationship with KP Law, P.C. Whether to take any action based upon the information contained herein should be determined only after consultation with legal counsel.

MODEL MORATORIUM WARRANT ARTICLE

To see if the Town will vote to amend the Town's Zoning Bylaw by adding a new Section ____, **TEMPORARY MORATORIUM ON RECREATIONAL MARIJUANA ESTABLISHMENTS**, that would provide as follows:

Section ____ Purpose

On November 8, 2016, the voters of the Commonwealth approved a law regulating the cultivation, processing, distribution, possession and use of marijuana for recreational purposes (new G.L. c. 94G, Regulation of the Use and Distribution of Marijuana Not Medically Prescribed). The law, which allows certain personal use and possession of marijuana, took effect on December 15, 2016 and was amended on December 30, 2016 by Chapter 351 of the Acts of 2016 and thereafter, on July 28, 2017 by Chapter 55 of the Acts of 2017. The law requires the Cannabis Control Commission ("CCC") to issue regulations regarding the licensing of commercial activities by March 15, 2018 and to begin accepting applications for licenses no later than April 1, 2018. Currently the Zoning Bylaw does not specifically address marijuana establishments as that term is defined in G.L. c. 94G, §1. The final CCC regulations may provide guidance on certain aspects of local regulation of marijuana establishments. The regulation of non-medical marijuana raises novel legal, planning, and public safety issues, and the Town needs time to study and consider these issues, as well as to address the potential impact of the CCC regulations on local zoning and, in connection therewith, to undertake a planning process to consider amending the Zoning Bylaw regarding regulation of marijuana establishments. The Town intends to adopt a temporary moratorium on the use of land and structures for marijuana establishments so as to allow sufficient time to address the effects of such structures and uses in the Town and to enact bylaws in a consistent manner.

Section ____ Definition

"Marijuana Establishment" shall mean a marijuana cultivator, independent testing laboratory, marijuana product manufacturer, marijuana retailer or any other type of licensed marijuana- related business, all as defined for purposes of G.L. c.94G, §1

Section ____ Temporary Moratorium

For the reasons set forth above and notwithstanding any other provision of the Zoning Bylaw to the contrary, the Town hereby adopts a temporary moratorium on the use of land or structures for a marijuana establishment and other uses related to non-medical marijuana. The moratorium shall be in effect through December 31, 2018. During the moratorium period, the Town shall undertake a planning process to address the potential impacts marijuana establishments, and shall consider adopting new Zoning Bylaws in response to these new issues.

Or take any action relative thereto.



The Leader in Public Sector Law

MODEL MARIJUANA ESTABLISHMENT BAN WARRANT ARTICLES FOR TOWNS REQUIRING A BALLOT VOTE

ZONING BYLAW ARTICLE:

To see if the Town will vote to amend the Town's Zoning Bylaw by adding a new Section [INSERT BYLAW SECTION REFERENCE HERE], **MARIJUANA ESTABLISHMENTS**, that would provide as follows, with the understanding that in accordance with G.L. c.94G, §3(a)(s) such bylaw must also be approved by the voters of the Town at an election:

Section [INSERT BYLAW SECTION REFERENCE HERE]

Consistent with G.L. c.94G, § 3(a)(2), all types of non-medical "marijuana establishments" as defined in G.L. c.94G, §1, including marijuana cultivators, independent testing laboratories, marijuana product manufacturers, marijuana retailers or any other types of licensed marijuana-related businesses, shall be prohibited within the Town of _____.

Or take any action relative thereto.

GENERAL BYLAW ARTICLE:

To see if the Town will vote to amend the Town's General Bylaw by adding a new Section [INSERT BYLAW SECTION REFERENCE HERE], **MARIJUANA ESTABLISHMENTS**, that would provide as follows, with the understand that in accordance with G.L. c.94G, §3(a)(2) such a bylaw must also be approved by the voters of the Town at an election:

Section [INSERT BYLAW SECTION REFERENCE HERE]

Consistent with G.L. c.94G, § 3(a)(2), all types of non-medical "marijuana establishments" as defined in G.L. c.94G, §1, including marijuana cultivators, independent testing laboratories, marijuana product manufacturers, marijuana retailers or any other types of licensed marijuana-related businesses, shall be prohibited within the Town of _____.

This Section shall be effective upon passage by the voters at a Town Election.

Or take any action relative thereto.



ARTICLES FOR MUNICIPALITIES NOT REQUIRING A BALLOT VOTE

ZONING BYLAW ARTICLE:

To see if the Town will vote to amend the Town's Zoning Bylaw by adding a new Section [INSERT BYLAW SECTION REFERENCE HERE], **MARIJUANA ESTABLISHMENTS**, that would provide as follows:

Section [INSERT BYLAW SECTION REFERENCE HERE]

Consistent with G.L. c.94G, § 3(a)(2), all types of non-medical "marijuana establishments" as defined in G.L. c.94G, §1, including marijuana cultivators, independent testing laboratory, marijuana product manufacturers, marijuana retailers or any other types of licensed marijuana-related businesses, shall be prohibited within the Town of _____.

Or take any action relative thereto.

GENERAL BYLAW ARTICLE:

To see if the Town will vote to amend the Town's General Bylaw by adding a new Section [INSERT BYLAW SECTION REFERENCE HERE], **MARIJUANA ESTABLISHMENTS**, that would provide as follows:

Section [INSERT BYLAW SECTION REFERENCE HERE]

Consistent with G.L. c.94G, § 3(a)(2), all types of non-medical "marijuana establishments" as defined in G.L. c.94G, §1, including marijuana cultivators, independent testing laboratory, marijuana product manufacturers, marijuana retailers or any other types of licensed marijuana-related businesses, shall be prohibited within the Town of _____.

Or take any action relative thereto.



The Leader in Public Sector Law

**MODEL RECREATIONAL MARIJUANA ESTABLISHMENT
BALLOT QUESTION FOR IMPOSING LIMITATION OR PROHIBITION**

Ballot Question:

Shall this [City or Town] adopt the following [ordinance or bylaw]?

Summary:

[Insert solicitor/counsel summary]

Full Text:

[Insert full text of bylaw or ordinance]

SJC Issues Important Ruling Concerning Employee Off-Duty Use of Medical Marijuana

On July 17, 2017, the Massachusetts Supreme Judicial Court (SJC), in a precedent-setting decision, ruled that an employer could be liable under the state's anti-discrimination statute for terminating the employment of an employee based on her off-duty use of medical marijuana. The decision is likely to have an immediate impact on public employers' policies concerning drug-testing and off-duty use of medical marijuana.

In Barbuto v. Advantage Sales and Marketing, (SJC-12226), the SJC held that allowing an employee to engage in off-duty medical marijuana use may be a "reasonable accommodation" of a disability under G.L. c. 151B, Massachusetts' anti-discrimination statute. Christine Barbuto, the plaintiff, was offered an entry-level position with the defendant employer. In accordance with the employer's policy, Barbuto was required to take a mandatory pre-employment drug test. Barbuto, who suffered from Crohn's disease, informed the employer that she regularly used medical marijuana and would test positive for that drug. She ensured company officials that she would not consume marijuana before or at work. Even though she was told by a supervisor that her marijuana use would not pose a problem, the company terminated her employment for testing positive for marijuana stating "we follow federal law, not state law."

In response to her firing, Barbuto initially filed a complaint with the Massachusetts Commission Against Discrimination (MCAD) and then subsequently removed her complaint to Superior Court where she alleged that the employer: (1) discriminated against her on the basis of her disability in violation of the state's Anti-Discrimination statute; (2) violated the recently-enacted Medical Marijuana Act; (3) terminated her employment in violation of public policy ("wrongful termination"); and (4) invaded her privacy in violation of G.L. c.214, §1B.

The Superior Court dismissed all of Barbuto's claims except her invasion of privacy claim. However, the SJC reversed the Superior Court's dismissal of Barbuto's discrimination claims, rejecting the defendant employer's argument that Barbuto's requested accommodation, i.e. off-site use of marijuana, was unreasonable because it violated federal law. In so ruling, the SJC reasoned that:

Where, in the opinion of the employee’s physician, medical marijuana is the most effective medication for the employee’s debilitating medical condition, and where any alternative medication whose use would be permitted by the employer’s drug policy would be less effective, an exception to an employer’s drug policy to permit its use is a facially reasonable accommodation.

The SJC also concluded that, even if accommodating medical marijuana use was not reasonable, the employer still owed the plaintiff an obligation, prior to terminating her employment, to participate in an interactive process with her to explore whether there was an alternative, equally effective medication she could use. The Court noted that “where a handicapped employee needs medication to alleviate or manage the medical condition that renders her handicapped, and the employer fires her because company policy prohibits the use of this medication, the law does not ignore the fact that the policy resulted in a person being denied employment because of her handicap.” Although the SJC ruled that Barbuto could proceed on her state handicap discrimination claim, it held that the Medical Marijuana Act (“MMA”) does not provide for a private cause of action and that there was no need to recognize a separate cause of action under the MMA where an adequate remedy, a claim for handicap discrimination, already exists under G.L. c.151B.

Despite overturning the dismissal of the handicap discrimination claim, the SJC emphasized that its ruling does not necessarily mean the employee will prevail in proving handicap discrimination. It stated that the defendant employer could still present evidence that the employee’s use of marijuana would impair her performance, create an “unacceptably significant” safety risk to the public, the employee or to other employees, or cause the employer to be in violation of its “contractual or statutory obligations and thereby jeopardize its ability to perform its business.” Although not applicable to Barbuto’s claims, the Court specifically observed, in apparent reference to this last point, that the U.S. Department of Transportation (DOT) maintains regulations that prohibit certain safety sensitive employees subject to DOT drug testing requirements from using marijuana. Thus, while the SJC allowed Barbuto’s handicap discrimination claim to proceed, it noted that the employer retained the ability to argue that allowing the employee’s requested accommodation to use medical marijuana while off-duty would pose an undue hardship on the employer’s business.

The SJC also noted that the recent legalization of marijuana for recreational purposes in Massachusetts was irrelevant to the issues on appeal.

Thus, the key takeaways from this decision are:

- 1) prior to taking employment action in response to an employee’s off-duty use of medical marijuana, employers must engage in an interactive process with the employee regarding such use;

2) allowing employees to engage in off-duty use of medical marijuana is considered a reasonable accommodation under the state anti-discrimination law, G.L. c.151B; and

3) employers may defend against a discrimination claim by arguing that off-duty use of medical marijuana would impose an undue hardship in that it would:

- (a) impair the employee's performance,
- (b) create an unacceptably significant safety risk to the public; the employee or to other employees; or
- (c) cause the company to be in violation of its contractual or statutory obligations, including DOT regulations, and thereby jeopardize its ability to perform its business.

If you have any questions concerning this decision or employees' off-duty use of medical marijuana in general, we encourage you to contact any member of the firm's Labor and Employment Practice Group at 617.556.0007.

Disclaimer: This information is provided as a service by KP Law, P.C. This information is general in nature and does not, and is not intended to, constitute legal advice. Neither the provision nor receipt of this information creates an attorney-client relationship with KP Law, P.C. Whether to take any action based upon the information contained herein should be determined only after consultation with legal counsel.

THE LEADER IN PUBLIC SECTOR LAW

617.556.0007 | 1.800.548.3522 | www.k-plaw.com | ©2017 KP Law, P.C.

ITEM TITLE: Director of Public Works

ITEM SUMMARY: a. Complete Streets Grant Application
b. Five-Year Roadway Improvement Plan Update
c. Storm Water Management Oversight Committee

ATTACHMENTS:

Description	Upload Date	Type
Complete Streets Application-Email-J. Ostroff	4/17/2018	Cover Memo
Complete Streets-Proposed Grant	4/17/2018	Cover Memo
Complete Streets-Prioritization Plan	4/17/2018	Cover Memo
Proposed 5-Year Roadway Improvement Plan Memo-J. Marsette	4/11/2018	Cover Memo
RIP Power Point	4/11/2018	Cover Memo
RIP Plan (2018-2022)	4/11/2018	Cover Memo
RIP Map 11 x 17	4/11/2018	Cover Memo
RIP Map 30 x 36	4/11/2018	Cover Memo
Storm Water Management Memo-J. Marsette	4/12/2018	Cover Memo



Patricia O'Neil <poneil@natickma.org>

Complete Streets grant project recommendation - 4/17/18 agenda item

4 messages

Josh Ostroff <jostroff@natickma.org>

Sun, Apr 15, 2018 at 9:53 AM

To: Selectmen <selectmen@natickma.org>

Cc: Jeremy Marsette <jmarsette@natickma.org>, William McDowell <wmcdowell@natickma.org>, jfktrans <jfktrans@aol.com>, Victoria Grafflin <vcongraff@hotmail.com>, Betty Scott <bettycscott@gmail.com>, Joe Weisse <w1hai@yahoo.com>, Eva Willens <eva@mwrt.com>, David Gutierrez <daf3553@gmail.com>

Board members,

This will provide information about the upcoming Town of Natick Complete Streets grant application to MassDOT, which is on the Board's agenda for April 17.

Typically, grants are capped at \$400,000, but may be less, so we have proposed a mix of projects. To select projects, we used the Prioritization Plan developed for the Town in 2016 by Green International.

The Transportation Advisory Committee on April 11 voted to recommend these projects, shown with their ranking from the project list:

- #2: Bicycle Accommodation Project: Parking
- #7: Campus Drive/West Street Corridor Improvements
- #9: Boden Lane Corridor Improvements
- #13: Newfield Drive Corridor Improvements
- #14: Kendall Lane Corridor Improvements

These projects total a little over \$430,045, of which \$392,065 is grant-eligible. The intent is to provide a mix of projects that are community-wide (i.e. bicycle parking), are focused on a particular asset (the neighborhoods near the West Natick MBTA station), and complement and connect to other planned roadway improvements (Campus Drive/West Street). A map is attached, along with the 2016 project list. The bicycle parking (not shown on the map, but described on the plan) includes improved facilities at schools, the MBTA stations, Natick Center locations and various parks and playgrounds.

MassDOT guidance is to submit projects at the top of the list, so we have generally done that. Projects that are not included are likely to be in an upcoming five-year roadway improvements plan.

DPW staff plan to submit an application to MassDOT in early May based on these priorities and further input. Some minor revisions are possible. DPW staff are also stretched thin, as the Board is aware, and on behalf of the Transportation Advisory Committee we greatly appreciate the work of the DPW Director and the Town Engineer.

Once we hear back from MassDOT - a process that takes one to two months - we may come back to the Board for guidance about allocation of funds for any non-grant-eligible items. This program is complementary to Town- and Chapter 90-funded improvements, so there is some flexibility in how we allocate resources for these improvements.

Looking ahead, in conversation with DPW staff, we are likely to request an update to the project list, subject to funding availability. (The 2016 list was developed with a MassDOT grant of about \$42,000 for this purpose.) The state is committed to the Complete Streets program, and it may be worth a small investment to leverage future grant funding and assure that the project list represents changing Town priorities.

I will be in attendance on April 17, along with Jeremy Marsette, and look forward to answering any questions you may have.

Josh

Josh Ostroff
Chair, Cochituate Rail Trail Advisory Committee and Transportation Advisory Committee
Town of Natick
508 654-3330
jostroff@natickma.org

2 attachments



2018 CS Proposed Grant.png
811K



2016 Natick Complete Streets Prioritization Plan.pdf
229K

Amy Mistrot <amistrot@natickma.org>

Mon, Apr 16, 2018 at 9:06 AM

To: Josh Ostroff <jostroff@natickma.org>

Cc: Selectmen <selectmen@natickma.org>, Jeremy Marsette <jmarsette@natickma.org>, William McDowell <wmcdowell@natickma.org>, jfktrans <jfktrans@aol.com>, Victoria Grafflin <vcongraff@hotmail.com>, Betty Scott <bettycscott@gmail.com>, Joe Weisse <w1hai@yahoo.com>, Eva Willens <eva@mwrt.com>, David Gutierrez <daf3553@gmail.com>

Thank you for the context Josh.

Sent from my iPad

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<2016 Natick Complete Streets Prioritization Plan.pdf>

<2018 CS Proposed Grant.png>

Patricia O'Neil <poneil@natickma.org>

Tue, Apr 17, 2018 at 10:21 AM

To: Josh Ostroff <jostroff@natickma.org>

Should any of this go on the agenda?

[Quoted text hidden]

--

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

Josh Ostroff <jostroff@natickma.org>

Tue, Apr 17, 2018 at 10:23 AM

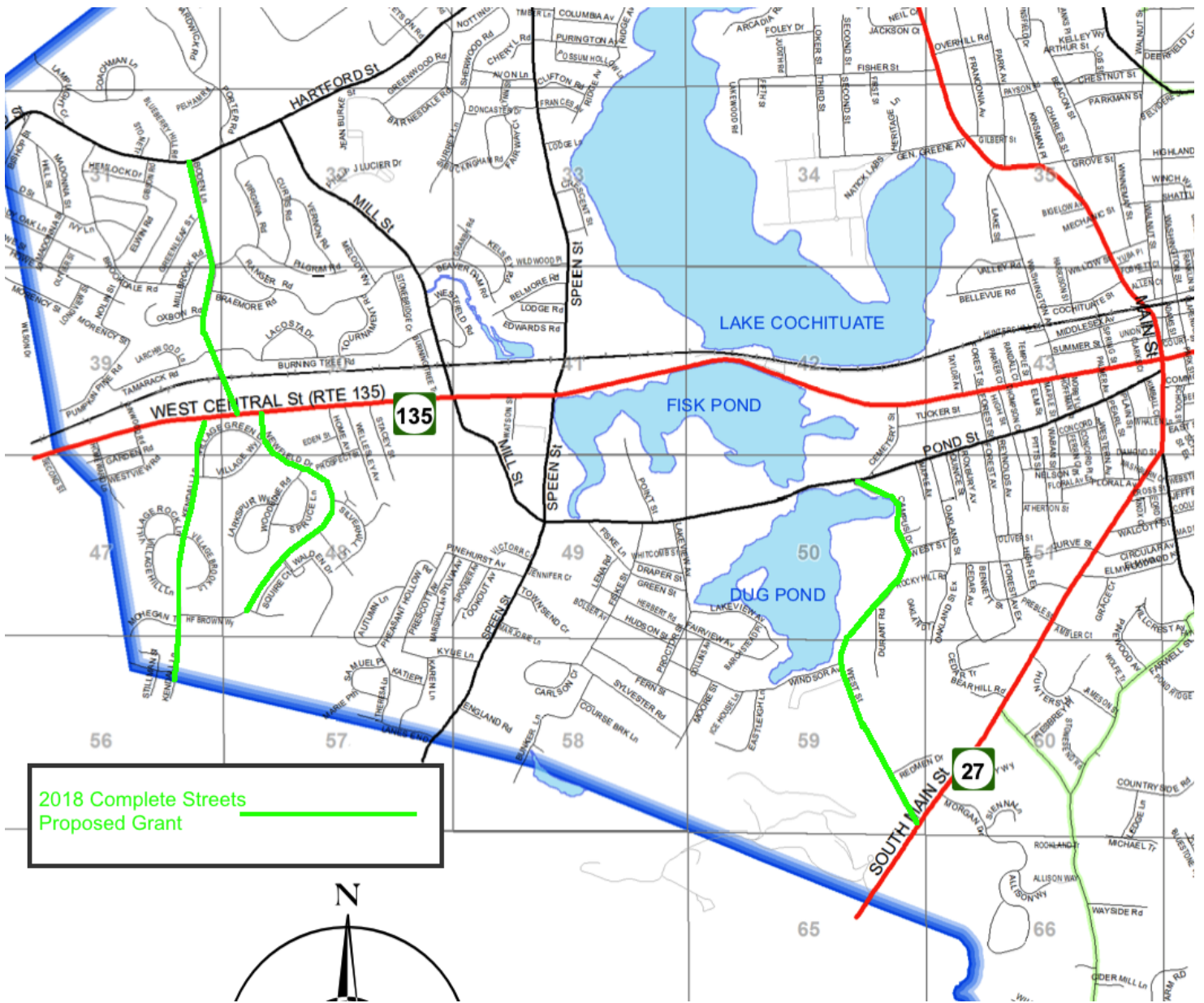
To: Patricia O'Neil <poneil@natickma.org>

Sure - can you just include the original email I sent on Sunday AM with the map and spreadsheet?

Josh

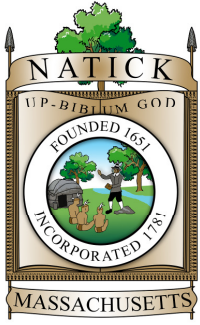
Josh Ostroff
Chair, Cochituate Rail Trail Advisory Committee and Transportation Advisory Committee
Town of Natick
508 654-3330
jostroff@natickma.org

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7	Campus Drive/West Street Corridor Improvements	Installing bicycle lane, reconstructing sidewalk, constructing curb extensions near baseball field, reconstructing curb ramps	NO	West Street from Route 27 to Oakland Street, Campus Drive from West Street to Pond Street	211606, 891864 to 211406, 892132 and 211666, 890818 to 211772, 891906		CS Needs Assessment	S12, B2, B9, P1, P2, P3, P8	x	x	x	x					No	\$ 225,520	\$ 205,520	\$20,000 - Highway Roadway budet	9 months	Post 2022
8	Mill Street Corridor Improvements	Construction of sidewalk on west side, installation of RRFB and curb extensions, providing a marked crosswalk to access schools, reconstructing curb ramps	NO	Hartford Street to Speen Street	209182, 893531	210204, 891974	CS Needs Assessment	P2, P3, P5, P6, P8, P9, P12	x	x	x						No	\$ 206,170	\$ 186,170	\$20,000 - Highway Roadway budet	9 months	Post 2022
9	Boden Lane Corridor Improvements	Installation of school crossing signage and upgrading pedestrian warning signage, reconstruction of curb ramps, providing marked crosswalks across side streets and installing STOP signs exiting side streets where marked crosswalks across Boden Lane are present	YES	Boden Lane from Hartford Street to Route 135	208834, 893371	209021, 892390	CS Needs Assessment	SO, P2, P3, P9	x	x	x		x				No	\$ 59,365	\$ 54,365	\$5,000 - Highway Roadway budet	9 months	Post 2022
10	Eliot Street Corridor Improvements	Reconstructing curb ramps, upgrading pedestrian warning signage, providing marked crosswalks across side streets and STOP signs for traffic exiting side streets where crosswalks across Eliot Street are present, introduction of road diet/narrower lanes to accommodate bicyclists in shoulders.	NO	Eliot Street from Sherborn T.L. to Wellesley T.L.	212441, 889416	215540, 891768	CS Needs Assessment	SO, S10, B2, B13, P2, P3, P9, P11, P12	x	x	x	x					No	\$ 236,545	\$ 218,120	\$18,425 - Highway Roadway budet	9 months	Post 2022
11	Bacon Street Corridor Improvements	Sidewalk repair and construction on both sides, ADA curb ramp construction, bike lane, and road diet. Installation/upgrade of pedestrian warning signage. Adding marked crosswalks across side streets and STOP signs exiting side streets where a marked crosswalk across Bacon Street is present.	NO	Bacon Street from Route 27 to Wellesley T.L.	211614, 894116	214691, 893765	CS Needs Assessment	SO, S10, S12, B2, B9, P1, P2, P3, P5, P6, P9, P12	x	x	x	x					No	\$ 4,700,000	\$ 400,000	\$4,300,000 - unknown	9 months	Post 2022
12	Strathmore Road/Mercer Road Corridor Improvements	Installing bicycle lanes, upgrading pedestrian warning signage, and reconstructing curb ramps	NO	Strathmore Road from Mercer Road to Route 9, Mercer Road from Route 9 to Strathmore Road	208911, 894265 to 209455, 893984 and 209071, 894026 to 209624, 894282		CS Needs Assessment	S12, SO, B2, B9, P2, P3	x	x		x					No	\$ 48,185	\$ 43,185	\$5,000 - Highway Roadway budet	9 months	Post 2022
13	Newfield Drive Corridor Improvements	Installing street lighting, upgrading pedestrian warning signage, and installing bicycle lanes	NO	Newfield Drive from Route 135 to Thoreau Court	209107, 892391	209048, 891634	CS Needs Assessment	S9, S12, SO, B2, B9	x			x					No	\$ 38,000	\$ 33,580	\$5,000 - Highway Roadway budet	9 months	Post 2022
14	Kendall Lane Corridor Improvements	Reconstructing curb ramps, upgrading pedestrian warning signage	YES	Kendall Lane from Route 135 to the Sherborn T.L.	208881, 892374	208767, 891345	CS Needs Assessment	P2, P3, SO	x	x							No	\$ 22,160	\$ 19,160	\$3,000 - Highway Roadway budet	9 months	Post 2022
15	North Avenue Corridor Improvements	Constructing ADA curb ramps, upgrading pedestrian warning signage, installing marked crosswalk across Florence Street	NO	North Avenue from Route 27 to Marion Street	212516, 892825	213385, 893050	CS Needs Assessment	P2, P3, P9, SO	x	x	x	x	x				No	\$ 76,200	\$ 69,450	\$6,750 - Highway Roadway budet	9 months	Post 2022
16	Hartford Street Corridor Improvements	Reconstructing intersection at Lamplight Circle, installing new marked crosswalks across side streets and STOP signs exiting side streets where marked crosswalks across Hartford Street are present, reconstructing curb ramps, upgrading pedestrian warning signage. At Mill Street intersection - reconstructing curb ramps	NO	Hartford Street from Speen Street to the Framingham T.L.	210067, 894123	208071, 893470	CS Needs Assessment	SO, S6, P2, P3, P9	x	x	x	x					No	\$ 80,240	\$ 60,240	\$20,000 - Highway Roadway budet	9 months	Post 2022
17	Walnut Street Corridor Improvements	Installation of marked crosswalk across Grove Street, reconstruction of curb ramps at several intersections	NO	Walnut Street at the Shattuck Street, Grove Street, and Deerfield Lane Intersections	212526, 893211	212522, 893800	CS Needs Assessment	P2, P3, P9	x	x	x						No	\$ 63,120	\$ 57,400	\$5,720 - Highway Roadway budet	9 months	Post 2022
18	Natick Center MBTA Station Improvements	Adding bus shelter and bus pull-out at Natick Center MBTA Station, sidewalk widening and repair	NO	At Natick Center MBTA Station	212554, 892824		Natick Center Commuter Rail Station Feasibility Study and Conceptual Design for Upgrades	P4, T3, T5					x				No	\$ 289,000	\$ 264,000	\$25,000 - Highway Roadway budet	9 months	Post 2022
19	South Main Street Curb Extensions	Construct curb extensions narrowing South Main Street at the Summer Street/Court Street, Middlesex Avenue/South Avenue, and North Avenue intersections (6 total bump outs), repaired and potentially wider sidewalks,	NO	South Main Street between Middlesex Avenue/South Avenue and West Central Street	212581, 892693; 212556, 892784; and 212512, 892825		CS Needs Assessment, Natick Center Plan, Natick Center Commuter Rail Station Feasibility Study and Conceptual Design for Upgrades	P8	x		x		x				No	\$ 84,000	\$ 72,000	\$12,000 - Highway Roadway budet	9 months	Post 2022
20	Pleasant Street South Corridor Improvements	Installing RRFB and pedestrian warning signage. Installation of street lighting. Constructing new sidewalk and repairing existing sidewalk.	NO	Pleasant Street South from Route 16 to Dover T.L.	215172, 891390	216021, 889978	CS Needs Assessment	S9, P1, P5, P12	x	x	x	x					No	\$ 493,100	\$ 400,000	\$93,100 - unknown	9 months	Post 2022
21	Middlesex Avenue Corridor Improvements	Repairing sidewalk	NO	Middlesex Avenue from western end to Route 27	212101, 892658	212554, 892789	Safe Steps Program	P1	x	x	x	x					No	\$ 215,940	\$ 196,440	\$19,500 - unknown	9 months	Post 2022
22	West Central Street Corridor Improvements	Reconstructing curb ramps, upgrading pedestrian warning signage. Installing benches starting at Kendall Lane at 1,000' intervals along Route 135 to the Senior Center,	YES	West Central Street from Route 27 to the Framingham T.L.	212596, 892602	208299, 892244	CS Needs Assessment	SO, P2, P3, PO	x	x	x	x	x				No	\$ 164,900	\$ 144,900	\$20,000 - unknown	9 months	Post 2022
23	Cemetery Street Corridor Improvements	Constructing sidewalk	NO	Cemetery Street from Route 135 to Pond Street	211567, 892422	211455, 892142	CS Needs Assessment	P5, P6	x		x						No	\$ 100,450	\$ 90,450	\$10,000 - unknown	9 months	Post 2022

24	Rutledge Road Corridor Improvements	Reconstructing curb ramps, installing school crossing signage, providing a buffer zone	NO	Rutledge Road from Route 27 to East Evergreen Road	211431, 894761	211680, 895198	CS Needs Assessment	P2, P3, P6, SO	x	x		x				No	\$44,200	\$39,200	\$5,000 - unknown	9 months	Post 2022
25	East Evergreen Road Corridor Improvements	Installing bicycle lanes, constructing sidewalk, upgrading pedestrian warning signage	NO	East Evergreen Road from Route 27 to Wentworth Road	211397, 895230	211894, 894929	CS Needs Assessment	SO, S12, B2, B9, P5, P6	x	x	x	x				No	\$77,905	\$70,905	\$7,000 - unknown	9 months	Post 2022
26	Woodland Street Corridor Improvements	Constructing sidewalk	NO	Woodland Street from Cottage Street to Union Street	212737, 891600	214487, 891893	CS Needs Assessment	P5, P6			x	x				No	\$652,550	\$400,000	\$252,550 - unknown	9 months	Post 2022



TOWN OF NATICK MASSACHUSETTS

JEREMY T. MARSETTE, P.E.
DIRECTOR

WILLIAM E. MCDOWELL, P.E.
TOWN ENGINEER

TO: Amy Mistrot, Chair
Board of Selectmen

FROM: Jeremy Marsette, P.E.
Director of Public Works

DATE: April 5, 2018

SUBJECT: Proposed 5 Year Roadway Improvement Plan

The Department of Public Works is seeking approval by the Board of Selectmen of the annual update to the Town's 5 Year Roadway Improvement Plan.

Please find attached the following:

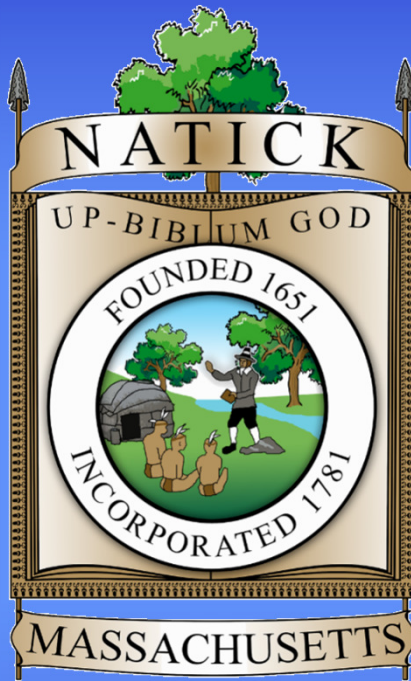
- Pavement Management Presentation
- Proposed 5 Year Roadway Improvement Plan including the addition of work proposed in the year 2022 and adjustments to existing years (roads moved forward)
- Map showing the locations of the roads including in the proposed 5 Year Roadway Improvement Plan

Please feel free to call me at 508-647-6550 if you have any questions in advance of the Selectmen's Meeting of April 17th.

cc: Acting Town Administrator

Town of Natick

Department of Public Works



Pavement Management

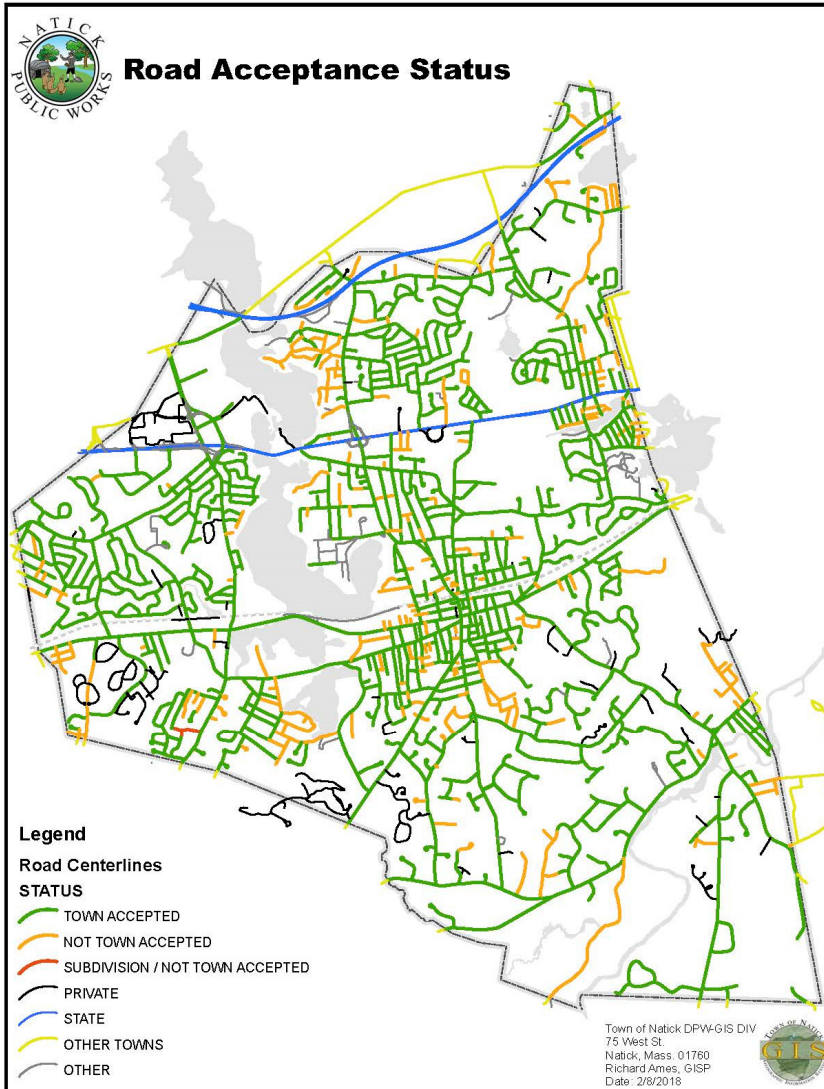
Five Year Roadway Improvement Plan

April 5, 2018



Pavement Management Program

Roadway Profile



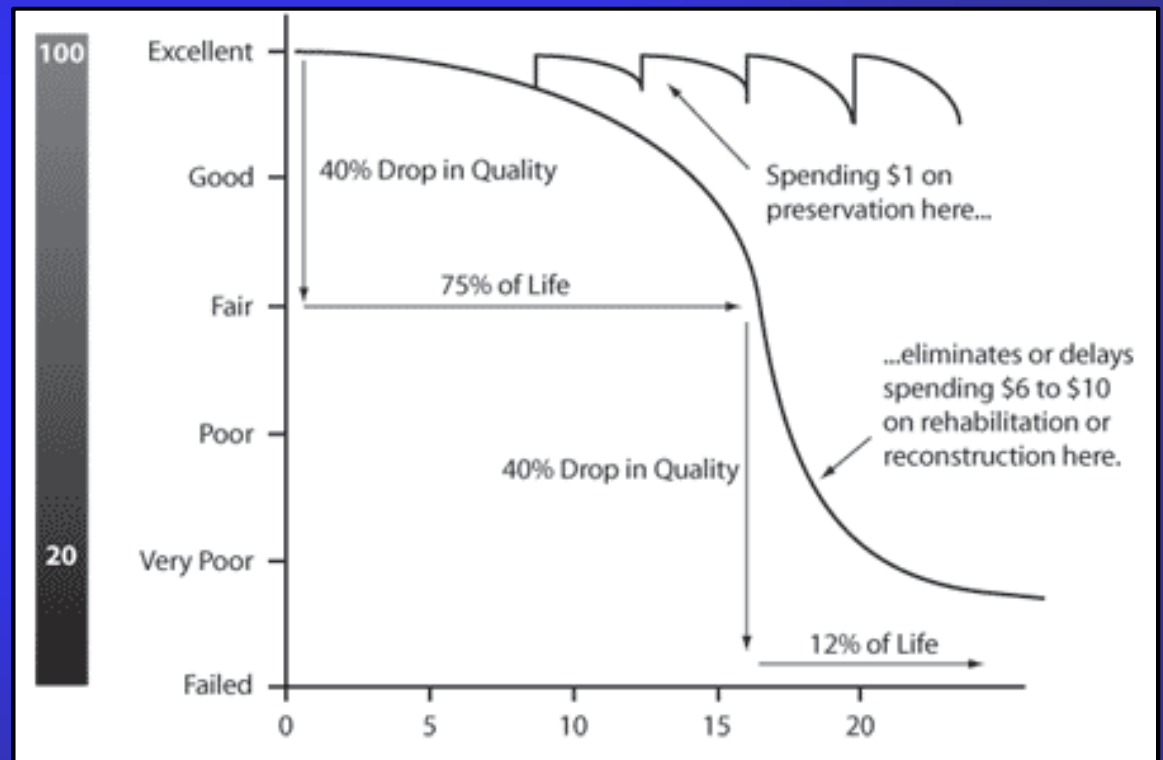
Type	Miles
Town – Accepted	128.07
Town - Unaccepted	25.98*
Total	154.05

- * Unaccepted Amount includes:
- 24.89 miles Paved Roads
 - 1.09 miles Gravel Roads



Pavement Management Program Overview

- The practice of planning for pavement maintenance and rehabilitation with the goal of maximizing the value and life of a pavement network.
- **The right repair at the right time!**
- It is more cost effective to keep good roads in good condition.
- Asset Management & Forecasting Tool
- Roadway Surface Rating (RSR) from 0 to 100 (worst to best)

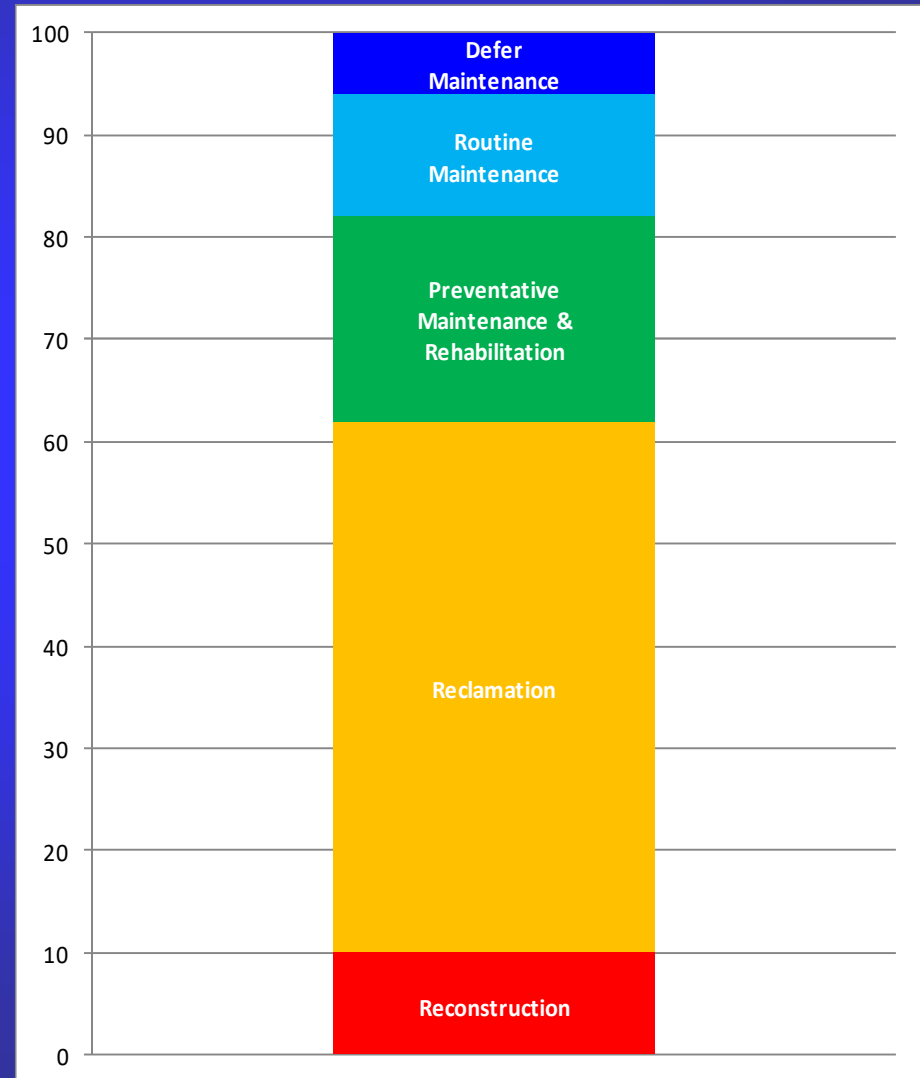




Pavement Management Program

Maintenance & Repair Methods

- Defer Maintenance - \$0.00 SY
- Routine Maintenance - \$3.35 SY
 - Crack Sealing
 - Patching
- Preventative Maintenance - \$9.63 SY
 - Patch, Level and Chip Seal
- Rehabilitation - \$21.71 SY
 - Mill and Overlay
 - Level and Overlay
- Reclamation - \$40.74 SY
- Reconstruction - \$47.64 SY

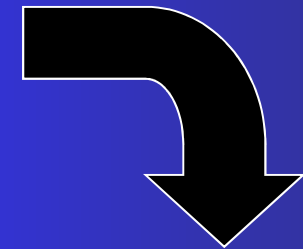
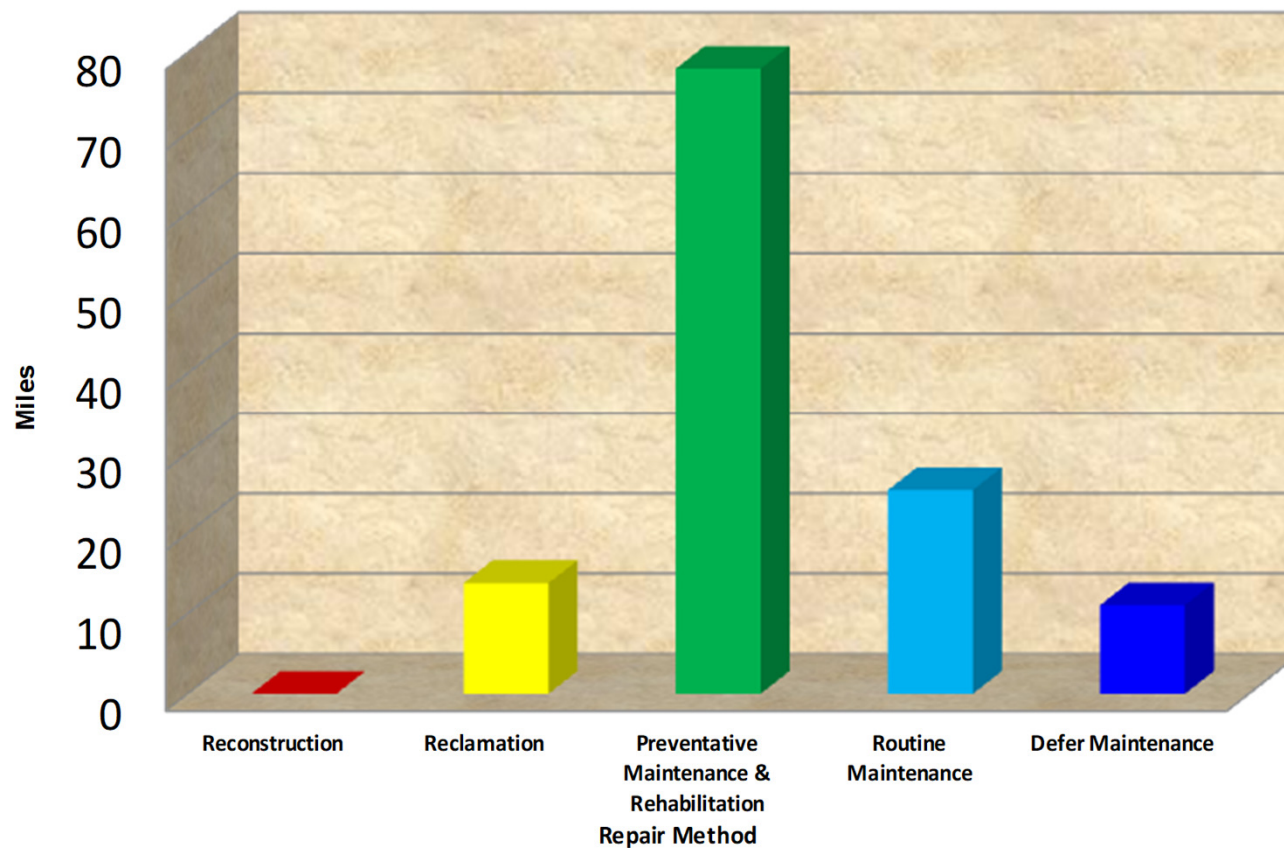




Pavement Management Program

Existing Conditions Summary

General Rating by Mile (Town Accepted Roadways)



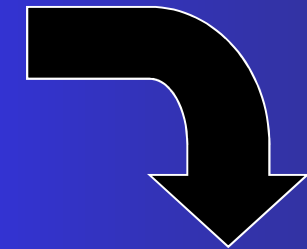
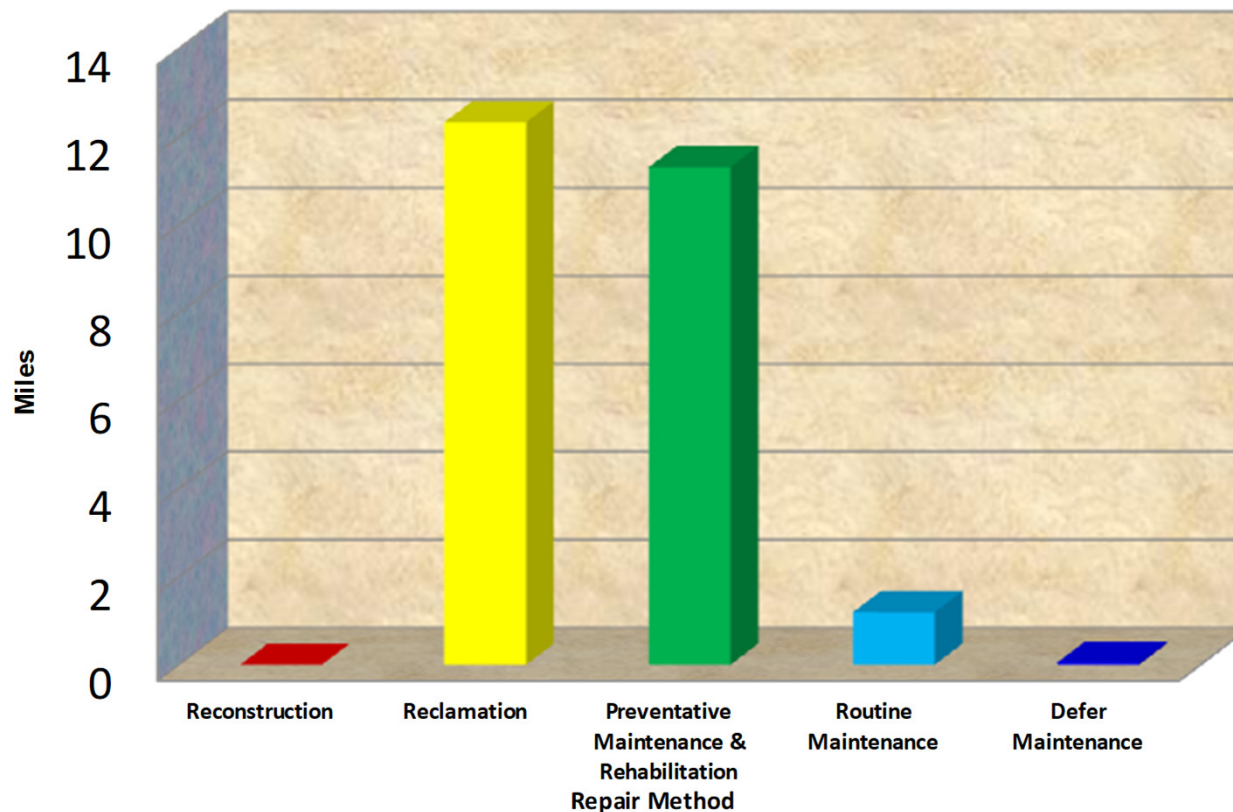
Approx. 128.07
Road Miles
RSR = 76.45
Backlog =
\$33 Million



Pavement Management Program

Existing Conditions Summary

General Rating by Mile (Unaccepted Roadways)



Approx. 24.89
Road Miles
RSR = 63.37
Backlog =
\$8.9 Million



Pavement Management Program

Five Year Roadway Improvement Plan

- Determine target funding levels
- Identify funding sources
- The 5 Year Plan allows the Town to:
 - Coordinate with local utility companies
 - Plan upgrades to town sewer and water services
 - Coordinate with future town capital projects and future private development plans



Pavement Management Program

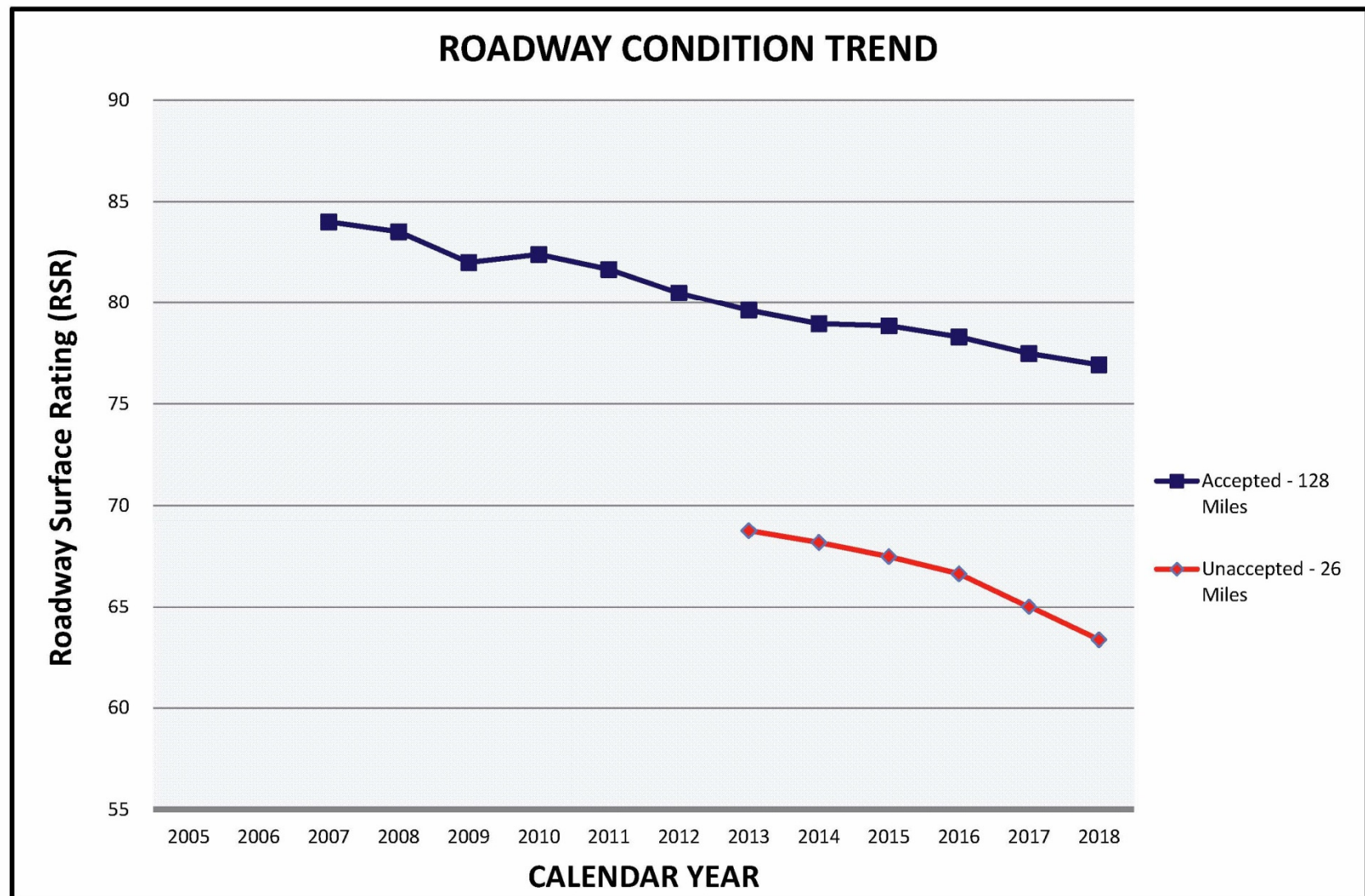
Historical RSR

Year	RSR	Chip Miles	Mill & Overlay	Reclaim	Total	Square Yards	Cost
2007	84					BASELINE	
		2.26	2.7	0.17	5.13	70,300.8	\$1,355,246
2008	83.52						
		0	0.11	0	0.11	1,721.0	\$40,445
2009	82.00						
		1.21	1.92	3.45	6.58	113,356.7	\$4,471,083
2010	82.40						
		0.82	0.17	1.65	2.64	33,279.1	\$886,613
2011	81.66						
		0.93	0.41	0.35	1.69	21,783.3	\$885,534
2012	80.49						
		0	2.84	0	2.84	41,882.8	\$2,229,722
2013	79.62						
		2.64	0.2	1.07	3.91	53,250.5	\$1,689,460
2014	78.95						
		4.29	0.24	1.9	6.43	101,064.8	\$2,839,809
2015	78.85						
		2.65	0.78	1.03	4.46	69,890.2	\$1,724,695
2016	78.30						
		1.57	0.66	0.85	3.08	41,154.0	\$1,968,775
2017	77.48						
		1.13	0.18	2.03	3.34	39,554.0	\$4,141,777
2018	76.93						



Pavement Management Program

Historical RSR





Pavement Management Program

5 Year Forecast

Accepted Roadways

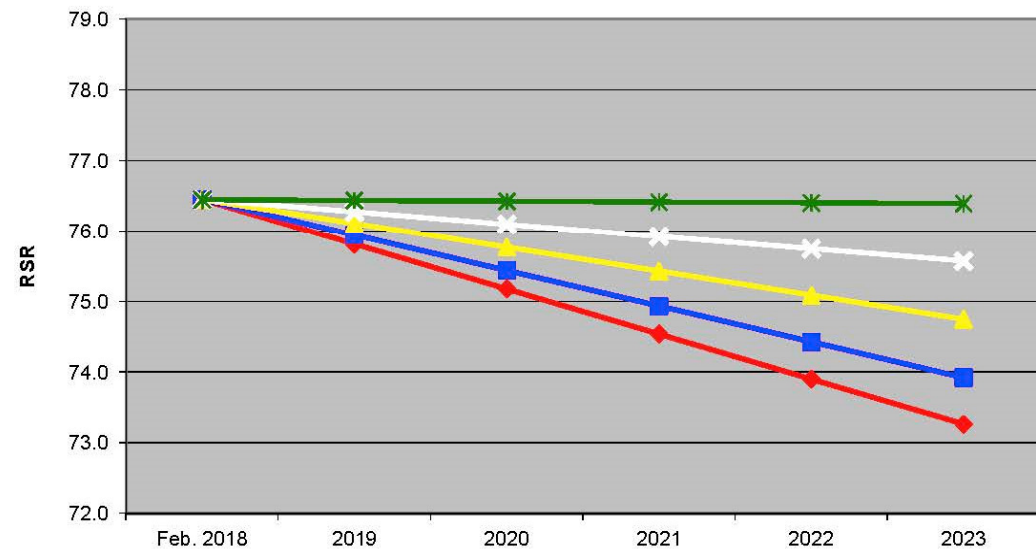
5-Year Forecast Scenarios

Baseline RSR	76.45				
Road Miles	128.07				
Budget (Millions)	1	1.5	2	2.5	3
LYM Added	46.4	63.3	84.4	105.6	126.7
LYM Needed	128.1	128.1	128.1	128.1	128.1
RSR Adjustment	(0.64)	(0.51)	(0.34)	(0.18)	(0.01)

Projected RSR by Year (Graph)

Feb. 2018	76.5				
2019	75.8	75.9	76.1	76.3	76.4
2020	75.2	75.4	75.8	76.1	76.4
2021	74.5	74.9	75.4	75.9	76.4
2022	73.9	74.4	75.1	75.7	76.4
2023	73.3	73.9	74.7	75.6	76.4

Projected RSR By Year



REVISED APRIL 2018

PROPOSED 5 YEAR ROADWAY IMPROVEMENT PLAN (2018-2022)

YEAR 2017 (Projects completed)

Roadway/Sidewalk Paving and Rehabilitation

Cheryl Road

Doncaster Drive

Wethersfield Road

Roadway Crack Sealing

North Main Street

Everett Street

Glen Street

Main Street

West Street

Pleasant Street Bridge over Charles River – Capital Improvement Project

YEAR 2017 (Projects in progress)

Avon Lane

Barnesdale Road

Buckingham Road

Greenwood Road

Lynn Street

Nottingham Drive

Sherwood Road

Surrey Lane

(Roadway projects will be completed with application of Chip Seal - spring 2018)

Cottage Street - Capital Improvement Project (Loam & Seed and punch list items – Spring 2018)

Pedestrian Improvements at Various Locations - Complete Streets Grant Funding

Note: It is important to note that this plan is a guide and may change due to budget constraints and/or other changing conditions such as: Change in Chapter 90 Funding, Escalation of Construction/Material Costs, Future Utility Improvement Projects and further changes in the roadway conditions.

REVISED APRIL 2018

YEAR 2018

Roadway/Sidewalk Paving and Rehabilitation

Gibbs Street	Centre Street	Paul Street
Walnut Park Road	Manor Ave	Oxford Street
Overbrook Terrace	Byron Road	Whittier Road
Belmore Road	Lodge Road	Edwards Road
Walnut Ave	Mohegan Trail	Fieldstone Lane
Neil Circle	Jackson Court	Jameson Street
Meadow Street		
Union Street – Maintenance Overlay		

YEAR 2019

Roadway/Sidewalk Paving and Rehabilitation

Gibson Road	Greenleaf Street	Brookdale Road
Hemlock Drive	Millbrook Road	Elwin Road
Ivy Lane	Oxbow Road	Franconia Ave
Kinsman Place	Pauline Drive	Steven Circle
Cobblestone Drive	Bluestone Way	Stratford Road
Drury Lane	Ferndale Road	Pryor Road
Russell Circle	Felch Road	

South Main Street (Cottage Street to Sherborn Town Line) - Capital Improvement Project

Washington Avenue - Capital Improvement Project

Note: It is important to note that this plan is a guide and may change due to budget constraints and/or other changing conditions such as: Change in Chapter 90 Funding, Escalation of Construction/Material Costs, Future Utility Improvement Projects and further changes in the roadway conditions.

REVISED APRIL 2018

YEAR 2020

Roadway/Sidewalk Paving and Rehabilitation

Purington Ave	Possum Hollow Lane	Ridge Ave
Rabbit Run Road	Liberty Street	Laurie Lane
Mark Street	Buckskin Lane	Juniper Lane
Clearview Drive	Sundance Way	Woodleigh Road
Morningside Avenue	Clover Lane	Clover Terrace
Penacook Lane	Algonquian Drive	Woronoco Drive
Penobscot Drive	Skohegan Way	

Eliot Hill Road *Subject to Town Meeting Acceptance of complete roadway layout.

Merifield Lane *Subject to Town Meeting Acceptance of complete roadway layout.

Woodcock Path *Subject to Town Meeting Acceptance of complete roadway layout.

YEAR 2021

Roadway/Sidewalk Paving and Rehabilitation

Longfellow Road	Melvin Road	Harwood Road
Harwood Circle	Euclid Avenue	Euclid Circle
Craft Road	Abbott Road	Arlington Road
Arlington Circle	Beverly Road	Leland Road
Princeton Road	Parkman Street	Beacon Street
Chestnut St	Forest Avenue	Forest Avenue Extension
Reynolds Avenue	High St	Curve Street

Note: It is important to note that this plan is a guide and may change due to budget constraints and/or other changing conditions such as: Change in Chapter 90 Funding, Escalation of Construction/Material Costs, Future Utility Improvement Projects and further changes in the roadway conditions.

REVISED APRIL 2018

YEAR 2021 (cont'd)

Oakridge Avenue	Arbor Circle	Tournament Road
Ranger Road	LaCosta Drive	Shady Oak Lane
D Street	Strawberry Hill Road	University Drive
Murdock Road	Willowgreen Road	Retrop Road
Wells Street		

Union Street (Algonquian to Eliot) - Capital Improvement Project

YEAR 2022

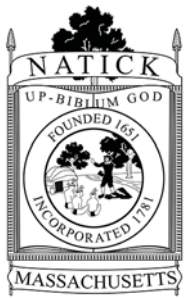
Roadway/Sidewalk Paving and Rehabilitation

Pinehurst Avenue	Victoria Circle	Autumn Lane
Prescott Avenue	Pheasant Hollow Road	Theresa Lane
Marie Path	Samuel Path	Oakland Terrace
Oakland Street	Oakland Street Extension	Maple Avenue
West Street	Redmen Drive	Bayberry Road
Cypress Road	Magnolia Road	Birch Road
Bunker Lane	Fiske Street	Fern Street
Sylvester Road		

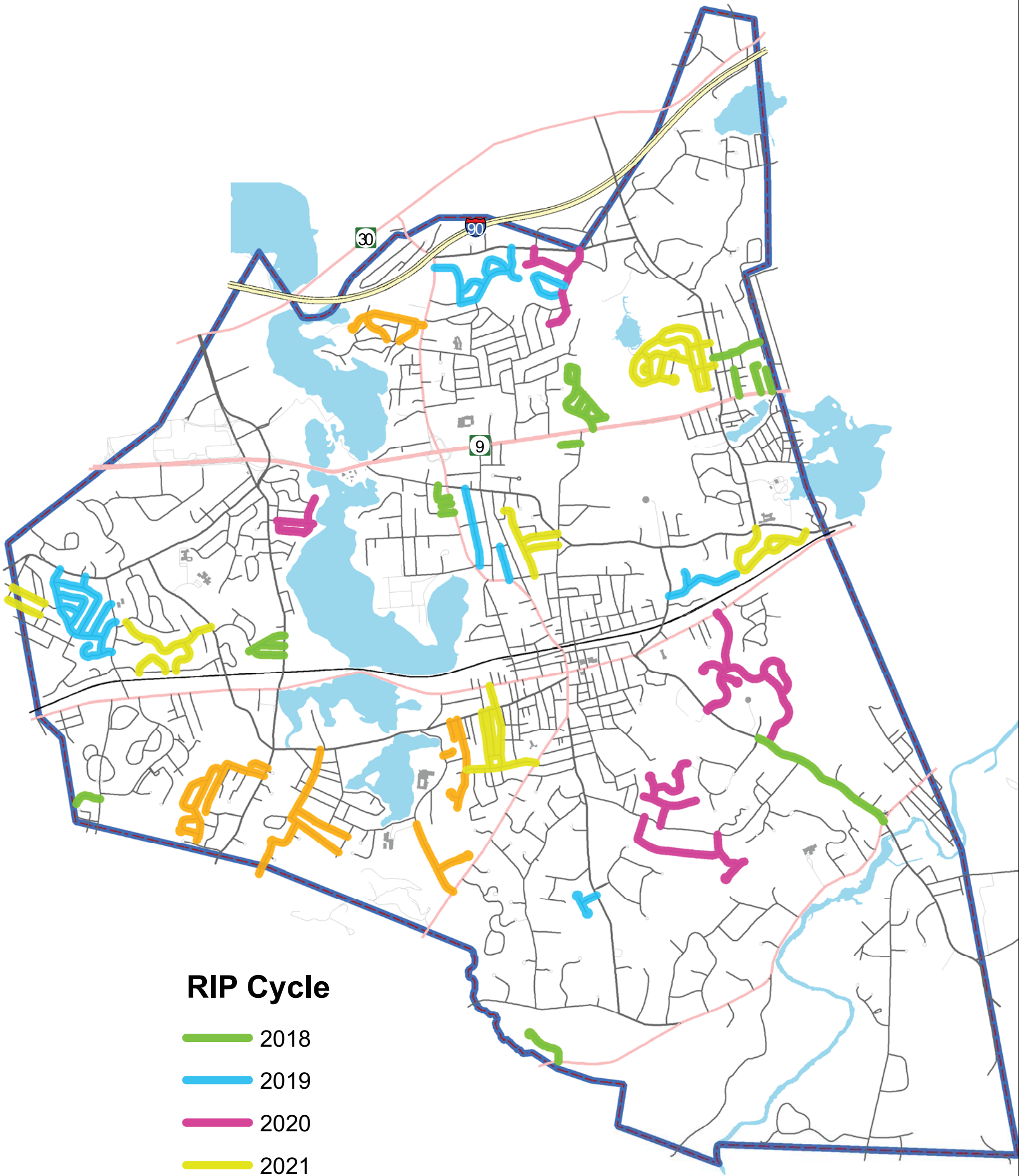
Pond Street - Capital Improvement Project

Eliot Street (Pleasant Street to Sherborn Town Line) - Capital Improvement Project

Note: It is important to note that this plan is a guide and may change due to budget constraints and/or other changing conditions such as: Change in Chapter 90 Funding, Escalation of Construction/Material Costs, Future Utility Improvement Projects and further changes in the roadway conditions.



Roadway Improvement Plan 2018 - 2022

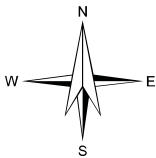
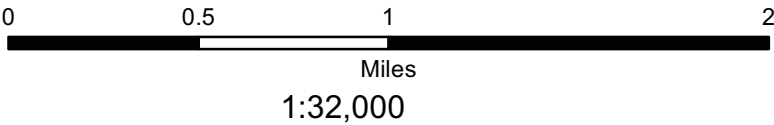


RIP Cycle

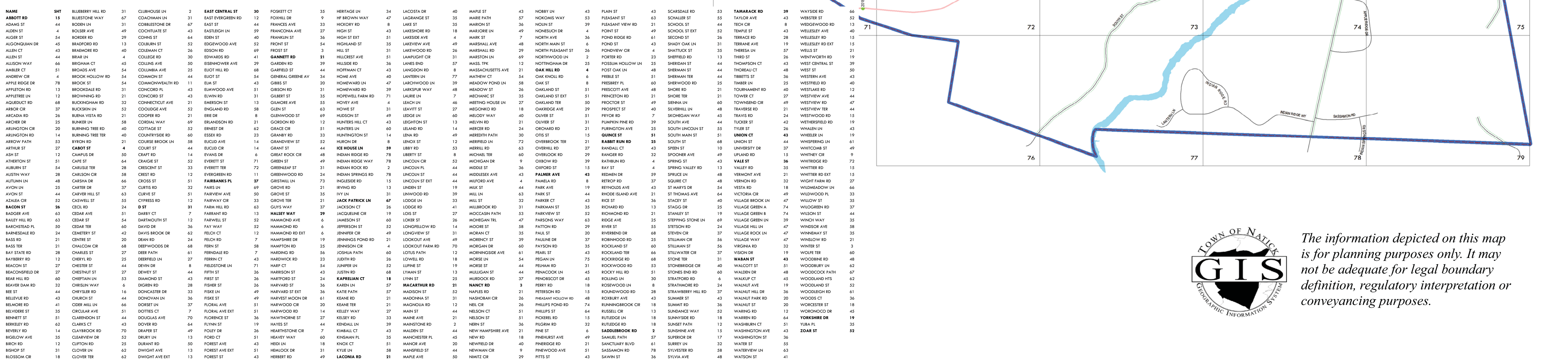
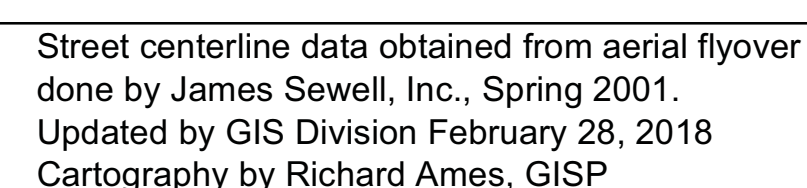
- 2018
- 2019
- 2020
- 2021
- 2022
- Other

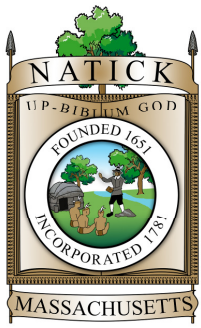


DISCLAIMER: The information depicted on this map is for planning purposes only. It may not be adequate for legal boundary definition, regulatory interpretation or conveying purposes.



Natick DPW-GIS
75 West Street
Natick, Mass. 01760
Date: 4/4/2018





TOWN OF NATICK MASSACHUSETTS

TO: Amy Mistrot, Chair Board of Selectmen
William Chenard, Acting Town Administrator
Anna Nolin, Interim Superintendent of Schools
William McDowell, Town Engineer
James Errickson, Director of Community and Economic Development
James Kane, Director of Facilities
Victoria Parsons, Conservation Agent/Planner

FROM: Jeremy Marsette, P.E.
Director of Public Works

DATE: April 11, 2018

**SUBJECT: MUNICIPAL SEPARATE STORM SEWER SYSTEMS PERMIT
STORMWATER MANAGEMENT OVERSIGHT COMMITTEE**

On July 1, 2018 the storm sewer system of the Town of Natick will be regulated under a new permit issued by the U.S. Environmental Protection Agency. The federally administered Municipal Separate Storm Sewer Systems (MS4) Permit is mandated under the Clean Water Act through the National Pollutant Discharge Elimination System (NPDES). Town's current MS4 Permit will expire on June 30, 2018 and the terms of the new permit will become effective.

The new MS4 permit includes a broadening description of municipal facilities covered under the permit. The new permit will expand to regulate all municipal properties including school buildings/parking areas, municipal building sites, parks, etc. The new permit also mandates additional compliance activities, increases drainage system maintenance frequency, and changes storm drainage outfall testing requirements.

A full copy of the regional permit covering Natick may be found at:

<https://www3.epa.gov/region1/npdes/stormwater/ma/2016fpd/final-2016-ma-sms4-gp.pdf>

To advise the Town on stormwater management and assist in compliance with the new permit we suggest the Board of Selectmen appoint a Stormwater Management Oversight Committee with the following charge and composition:

Charge is to advise the Town on stormwater management, operations, projects, funding opportunities/mechanisms, and policies. The committee shall assist in the Town's compliance with the U.S. Environmental Protection Agency administered Municipal Separate Storm Sewer Systems (MS4) permit.

Municipal Separate Storm Sewer Systems Permit
Stormwater Management Oversight Committee
April 11, 2018

The Committee shall be comprised of seven (7) voting members, including the Natick Town Administrator or designee, the Superintendent of Natick Public Schools or designee, the Director of Public Works or designee, the Director of Facilities or designee, and the Conservation Agent. The Committee will receive staff support from the Town Engineer. Appointees to this committee are proposed to be individuals with professional backgrounds relevant to stormwater/environmental management, planning, and engineering.

The Committee shall consist of seven members appointed by the Town Administrator to three years term arranged such that as nearly equal a number as possible expire every year, provided, however, that the initial terms shall be staggered for this purpose.

ITEM TITLE: Board of Selectmen Meeting Dates
ITEM SUMMARY: POSTPONED

ITEM TITLE: Office Hours Schedule - April 2018-March 2019

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
DRAFT Schedule	4/12/2018	Cover Memo

BOARD OF SELECTMEN OFFICE HOURS SCHEDULE - DRAFT
APRIL 2018 – MARCH 2019

1st Thursday of Month – Town Hall 6:00-7:00 p.m.

4th Thursday of Month – Community-Senior Ctr 9:00-10:00 a.m.

April 5, 2018	Mike Hickey	Town Hall
April 26, 2018	Jon Freedman	Community-Senior Ctr
May 3, 2018	Sue Salamoff	Town Hall
May 24, 2018	Rick Jennett	Community-Senior Ctr
June 7, 2018	Amy Mistrot	Town Hall
June 28, 2018	Mike Hickey	Community-Senior Ctr
July 5, 2018	Jon Freedman	Town Hall
July 26, 2018	Sue Salamoff	Community-Senior Ctr
August 2, 2018	Rick Jennett	Town Hall
August 23, 2018	Amy Mistrot	Community-Senior Ctr
September 6, 2018	Mike Hickey	Town Hall
September 27, 2018	Jon Freedman	Community-Senior Ctr
October 4, 2018	Sue Salamoff	Town Hall
October 25, 2018	Rick Jennett	Community-Senior Ctr
November 1, 2018	Amy Mistrot	Town Hall

November 29, 2018	Mike Hickey	Community-Senior Ctr
December 6, 2018	Jon Freedman	Town Hall
December 27, 2018	Sue Salamoff	Community-Senior Ctr
January 3, 2019	Rick Jennett	Town Hall
January 24, 2019	Amy Mistrot	Community-Senior Ctr
February 7, 2019	Mike Hickey	Town Hall
February 28, 2019	Jon Freedman	Community-Senior Ctr
March 7, 2019	Sue Salamoff	Town Hall
March 28, 2019	Rick Jennett	Community-Senior Ctr

Approved _____

ITEM TITLE: Appoint Town Counsel: Murphy, Hesse, Toomey, & Lehane
ITEM SUMMARY:

ITEM TITLE: West Natick Fire Station Update

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Estimated Project Budget	4/12/2018	Cover Memo
Floor Plan	4/12/2018	Cover Memo
Fire Dept-YTD Comparisons 2016-2018	4/18/2018	Cover Memo

Natick, Massachusetts

West Natick Fire Station 4 - 24,300 s.f.

Schematic Design Estimated Project Budget

Estimate to Q1 of 2019

Schematic Design Cost Estimate

Hard Costs - Facility Construction Costs

RLB Base Construction Cost Estimate	\$7,596,000
RLB Site Work Estimate	\$1,605,000
Rough Construction Cost Estimate for Demolition & HazMat Abatement	\$95,000
Subtotal:	\$9,296,000
General Conditions/Requirements (10%)	\$930,000
Bonds & Insurance (3%)	\$307,000
Overhead & Profit (4.0%)	\$421,000
Design/Estimating Contingency (10%)	\$1,095,000
Escalation Allowance up to 03/2019 (4%)	\$482,000

Subtotal: \$12,531,000

Construction Contingency (5%) \$627,000

Subtotal: \$13,158,000

Rte. 9 Off-Ramp Driveway Signal and Existing Signal Modification Costs

Rough Construction Cost Estimate for New Signal	\$150,000
Rough Construction Cost Estimate for Modification of Existing Signal	\$50,000
General Conditions/Requirements (15%)	\$30,000
Bonds & Insurance (3%)	\$7,000
Overhead & Profit (4%)	\$9,000
Design/Estimating Contingency (10%)	\$25,000
Escalation Allowance up to 03/2019 (4%)	\$11,000

Subtotal: \$282,000

Construction Contingency (10%) \$28,000

Subtotal: \$310,000

Soft Costs - Project Development and Equipment Costs

Interior Furnishings and Loose Equipment	\$300,000
FF&E Consultant Design Fees	\$25,000
Environmental Consulting Services	\$12,000
IT, Data, Communications	\$150,000
IT, Data, Communications Consultant	\$15,000
Miscellaneous Cost, Moving, Etc.	\$35,000
Legal Fees (by owner)	\$15,000
Construction Inspections and Materials Testing	\$50,000
Peer Review and Fire Department Review	\$20,000
MEP Commissioning	\$25,000
Envelope Consulting & Commissioning	\$25,000
Bidding Expenses - Printing, Advertising, and Administration Expenses	\$15,000

Subtotal: \$687,000

Soft Cost Contingency (8%) \$55,000

Subtotal: \$742,000

Summation

Total Opinion of Probable Project Costs: \$14,210,000

Natick, Massachusetts

West Natick Fire Station 4 - 24,300 s.f.

Schematic Design Estimated Project Budget

Estimate to Q1 of 2019

Deduct Alternates Selected

Shortening of the Bays (80' inside)	-\$104,200
Subtotal:	-\$104,200
Removal of Basement	-\$538,000
Add of Second Mezzanine	\$450,000
Subtotal:	-\$88,000
Removal of Training Room	-\$500,000
Rework of Front Entry Area	-\$150,000
Subtotal:	-\$650,000
Material Changes	-\$150,000
Subtotal:	-\$150,000
VAV in lieu of VRF	-\$61,000
Subtotal:	-\$61,000

Summation

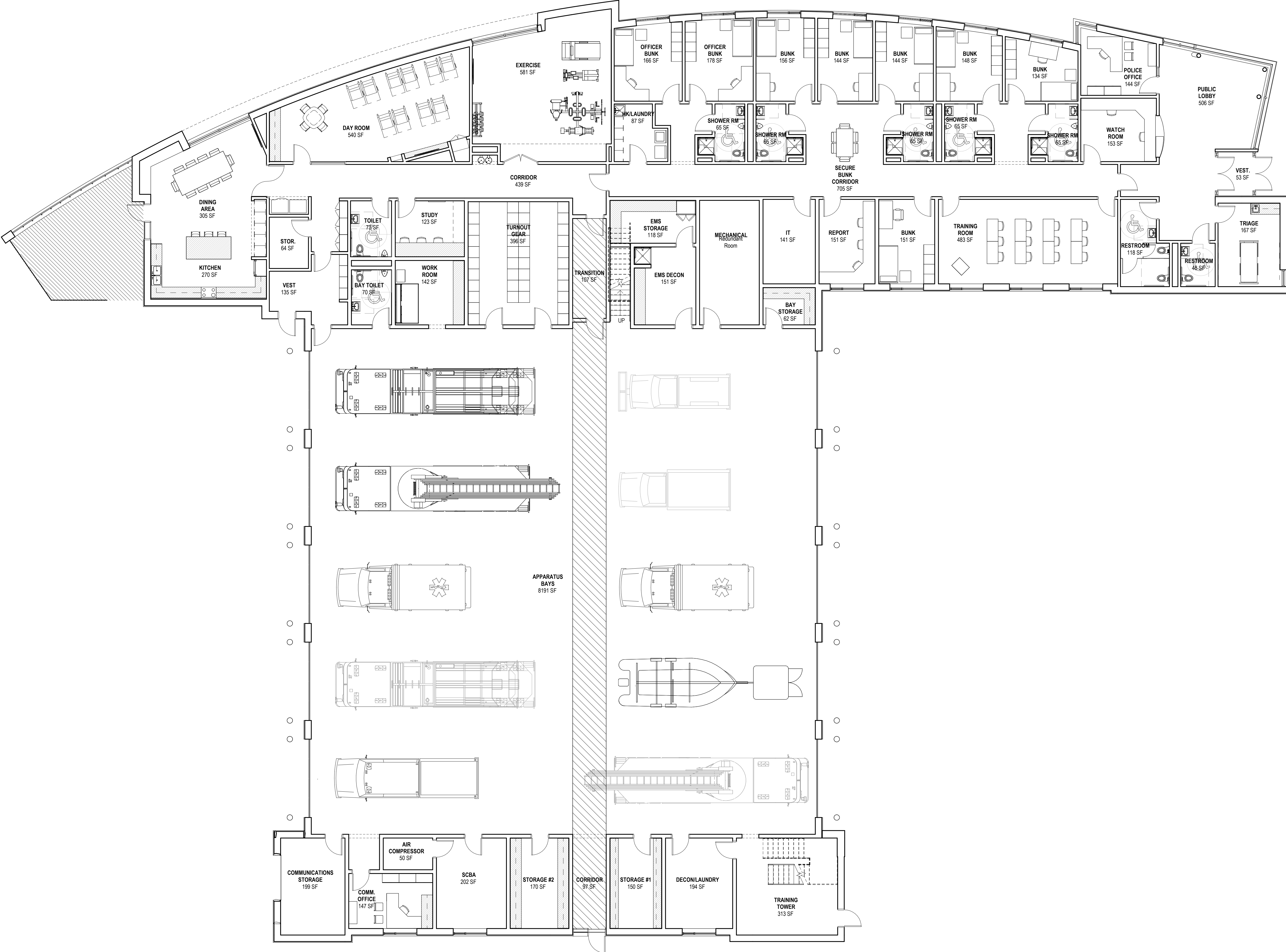
Total Opinion of Probable HARD Costs before Contingency:	\$11,477,800
Adjusted Construction Contingency (5%)	\$574,000
Total Traffic Modification Costs	\$310,000
Total Soft Costs	\$742,000
Total Opinion of Probable Project Costs:	\$13,103,800

Add Service - Placeholder - TBD

Designer Fee Add Service (Increase in SQ FT + Add. Environmental Investigation)	\$225,000
Subtotal:	\$225,000

Summation

Total Opinion of Probable Project Costs:	\$13,328,800
--	---------------------



Year to date comparisons

January 1st to April 17th

	<u>2016</u>			
	EMS	FIRE	Total	District % of Total
District 1	226	187	413	28%
District 2	61	72	133	9%
District 3	176	145	321	22%
District 4	<u>335</u>	<u>249</u>	<u>584</u>	40%
	798	653	1451	

	<u>2017</u>			
	EMS	FIRE	Total	District % of Total
District 1	304	124	428	28%
District 2	70	54	124	8%
District 3	218	107	325	22%
District 4	<u>444</u>	<u>184</u>	<u>628</u>	42%
	1036	469	1505	

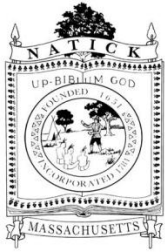
	<u>2018</u>			
	EMS	FIRE	Total	District % of Total
District 1	281	204	485	29%
District 2	59	124	183	11%
District 3	222	147	369	22%
District 4	<u>375</u>	<u>268</u>	<u>643</u>	38%
	937	743	1680	

ITEM TITLE: Camp Arrowhead Update

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Memo-B. Chenard	4/12/2018	Cover Memo



Town Administrators Office

To: Board of Selectmen

From: William Chenard, Acting Town Administrator

Date: 4/12/2018

Re: Camp Arrowhead Construction

This memo outlines the current status of the construction at Camp Arrowhead. The cleanup/interior demo is complete except for some minor cleanup. The oil tank will be removed in the next few days.

The electrical inspector has reviewed the electrical design plans.

The Massachusetts Historical Commission has granted approval (attached).

Bids for the construction are due on Thursday, April 19th.

The architect met with the Stat Building Inspector on April 11 to review plans.



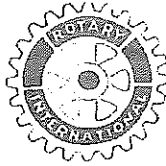
We will be reviewing bids and checking references immediately after bids are received. I want to thank the Board for scheduling a special meeting to award the contract and keep the project moving.

ITEM TITLE: Approve Parade Permit & Banner Request for Rotary Club of Natick-15th Annual Tour de Natick Bike Ride-6/17/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Parade Permit Request	4/12/2018	Cover Memo
Police Approval with Instructions	4/12/2018	Cover Memo
Banner Request	3/27/2018	Cover Memo



ROTARY CLUB OF NATICK, INC.
P.O. BOX 16, NATICK, MASSACHUSETTS 01760

RECEIVED

11 2018

BOARD OF SELECTMEN
NATICK, MA

March 23, 2018

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

RE: 15th Annual "Tour de Natick"

Dear Board:

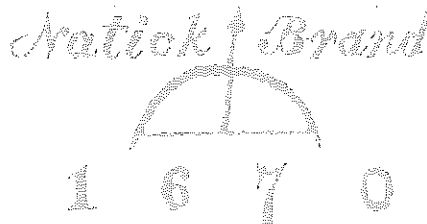
Natick Rotary is planning for its 15th Annual "Tour de Natick" bike ride on Sunday, Father's Day, June 17, 2018. The event is to raise money for scholarships and other support to Natick Students. We are hoping for a turnout of 400+ riders.

The Rotary Club of Natick has supported the students of Natick over the years by awarding scholarships to our graduating seniors and providing every third grader in the Natick School system with their own personalized dictionary.

The event will be held "rain or shine" and the start and finish lines will be at the Natick Common. There will be a single 6-mile route. The preride set-up will start between 9:00 a.m. and 9:30 a.m. and the ride will start at 11:00 a.m., with a family cookout, on the Common to follow. We expect the entire event to be finished by 2:00 p.m.

The Tour de Natick will require that all riders wear helmets and sign appropriate waiver forms. Teachers are invited to ride free and all riders will receive a commemorative t-shirt. Food and t-shirts will be available for sale for non-participants of the Ride.

For further information, please see our website at <http://www.tourdenatick.org>. Registrations will be available through mail, website and on-site the day of the event. Cash, credit cards or checks made out to Natick Rotary will all be accepted.



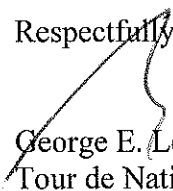
Board of Selectmen
Page Two
March 23, 2018

RE: 15th Annual "Tour de Natick"

It would be appreciated if this matter could be placed upon the upcoming Natick Board of Selectmen's agenda for review and any approvals that maybe required from the Town of Natick. We would appreciate any assistance that could be provided.

If there should be any questions, kindly do not hesitate to contact me at (508) 655-1960. Thank you for your anticipated cooperation with this important event.

Respectfully,


George E. Levoy
Tour de Natick Committee
Natick Rotary
74 West Central Street
Natick, MA 01760
Daytime Ph. (508) 655-1960
Cell Ph. (508) 320-7877

cc: Officer Scott Lacerra
Natick Police Safety Officer



Brian, can I get your recommendations [REDACTED] for the actual bike ride?

--
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

 **Rotary Tour de Natick Bike Ride Request-06.17.18.pdf**
52K

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

Wed, Mar 28, 2018 at 2:29 PM

Trish,

Recommend approval. Please remind the petitioners that they need to collaborate with me on this event. I know a letter was sent regarding this ride but apparently was sent to another member of the Department.

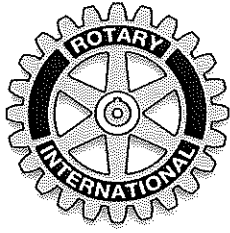
Respectfully,

Lt. Brian G. Lauzon
[Quoted text hidden]

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

Thu, Mar 29, 2018 at 11:47 AM

Oh, I see they copied Officer Lacerra. If approved, I'll be sure they know to contact you.
[Quoted text hidden]



ROTARY CLUB OF NATICK
P.O. BOX 16 NATICK, MA 01760

March 20,, 2018

Dear Board of Selectmen,

I am writing to put up our yearly banner across Rt 27 this year from June 10th to 17th, 2018 for our annual Tour De Natick bike ride.

I will await your decision.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Vincent Tingley".

Vincent Tingley
Past President
Rotary Club of Natick, Inc.

E-mail: vincent@tingleyelectric.com

Ph: 508-479-1049

ITEM TITLE: Approve Banner Request: Natick Youth Football & Cheerleading 5/28-6/3/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	4/12/2018	Cover Memo



Patricia O'Neil <poneil@natickma.org>

Banner Approval 2018

6 messages

Sue Lucien <sue@kinderlaw.comcastbiz.net>
To: Patricia O'Neil <poneil@natickma.org>

Fri, Feb 23, 2018 at 3:18 PM

Hi Patricia:

I have attached a letter requesting permission for our banner to be hung downtown during two separate weeks. Please let me know if you need anything further from me.

Thank you!

Sue Lucien

VP, Natick Youth Football & Cheerleading

Suzanne Lucien

Assistant to Sally A. Kinder

Law Office of Sally A. Kinder

264 North Main Street, Suite 6

Natick, MA 01760

Telephone: (508) 652-9888

Facsimile: (508) 652-9889

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Board of Selectmen 2-23-18.doc
201K

Patricia O'Neil <poneil@natickma.org>
To: Sue Lucien <sue@kinderlaw.comcastbiz.net>

Mon, Feb 26, 2018 at 10:18 AM

Ms. Lucien, I will put your request on the March 5th agenda. Just to let you know, banners are hung on Monday and taken down early the following Monday morning, so that will change your dates a bit (4/2-4/8 and 6/4-6/10).

[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

Sue Lucien <sue@kinderlaw.comcastbiz.net>
To: Patricia O'Neil <poneil@natickma.org>

Mon, Feb 26, 2018 at 10:49 AM

That is fine. Thank you.

Sue

Suzanne Lucien

Assistant to Sally A. Kinder

Law Office of Sally A. Kinder

264 North Main Street, Suite 6

Natick, MA 01760

Telephone: (508) 652-9888

Facsimile: (508) 652-9889

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From: Patricia O'Neil [mailto:poneil@natickma.org]
Sent: Monday, February 26, 2018 10:19 AM
To: Sue Lucien
Subject: Re: Banner Approval 2018

[Quoted text hidden]

Sue Lucien <sue@kinderlaw.comcastbiz.net>
To: Patricia O'Neil <poneil@natickma.org>

Wed, Apr 11, 2018 at 4:25 PM

Ms. O'Neil:

Natick Youth Football & Cheerleading purchased a new banner to hang in April, unfortunately the company forgot to put the holes on the banner to protect it from the wind and our banner was destroyed on Day 4 of our hanging last

week. Although we are hanging it again June, my president wanted me to ask if there were any available dates in May that we could request?

Please advise.

Sue

Suzanne Lucien

Assistant to Sally A. Kinder

Law Office of Sally A. Kinder

264 North Main Street, Suite 6

Natick, MA 01760

Telephone: (508) 652-9888

Facsimile: (508) 652-9889

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From: Patricia O'Neil [mailto:poneil@natickma.org]

Sent: Monday, February 26, 2018 10:19 AM

To: Sue Lucien

Subject: Re: Banner Approval 2018

Ms. Lucien, I will put your request on the March 5th agenda. Just to let you know, banners are hung on Monday and taken down early the following Monday morning, so that will change your dates a bit (4/2-4/8 and 6/4-6/10).

[Quoted text hidden]

Patricia O'Neil <poneil@natickma.org>
To: Sue Lucien <sue@kinderlaw.comcastbiz.net>

Wed, Apr 11, 2018 at 4:35 PM

Ms. Lucien, the only available week in May is the last week, 5/28-6/3. Your banner is scheduled to be hung the first full week in June, 6/4-6/10. If you are interested in the last week in May, it will have to be approved by the Board of Selectmen at an upcoming meeting. I will caution you though that, per the Selectmen's Policy, when an organization is allowed to hang a banner for two consecutive weeks, if another request comes in requesting one of those two weeks, the organization would have to give up one of those weeks. If you would like to request the last week of May, let me know and I will put your request on an upcoming agenda.

[Quoted text hidden]

Sue Lucien <sue@kinderlaw.comcastbiz.net>

Wed, Apr 11, 2018 at 6:28 PM

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

Hi Patricia:

Spoke with my president and she was okay with that. Would you mind putting that request in?

Thank you.

Sue

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

Sent: Wednesday, April 11, 2018 4:35:14 PM

[Quoted text hidden]

[Quoted text hidden]

ITEM TITLE: Approve Request for One-Day Entertainment Permit: Natick Elks
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	4/11/2018	Cover Memo
Police Recommendation	4/13/2018	Cover Memo



Donna Donovan <ddonovan@natickma.org>

RE: alcohol license

1 message

Natick Elks <manager.natickelks@comcast.net>
To: Donna Donovan <ddonovan@natickma.org>

Thu, Mar 29, 2018 at 1:34 PM

Donna,

We will get right on this.

The event that we need the permit for is:

April 20th 5p to 12a

Relay for Life Fundraiser

\$20.00 admission

Buffet

Live Music

Silent auction

Please let me know if you need any more info.

Thank you,

Paul Sanford

Natick Elks Lodge #1425

From: Donna Donovan [<mailto:ddonovan@natickma.org>]
Sent: Thursday, March 29, 2018 1:17 PM
To: manager.natickelks@comcast.net
Cc: secretary.natickelks@comcast.net
Subject: alcohol license

Hi Paul and Butch,

As discussed, your annual report filed with the Secretary of State must be amended to reflect the current board of directors. Leonard Constatine, Matthew Anastas and Matt Moran are listed as directors and it is my understanding that they have resigned. The ABCC will not approve your change of manager without an updated annual report.

4/11/2018

Town of Natick Mail - RE: alcohol license

Please file an updated report and notify me when this has been completed. Once this is done we will take the next steps in approving your change of manager.

Feel free to call me with any questions.

Thank you.

Donna Donovan

Senior Executive Assistant

Town of Natick

508-647-6410

Donna Donovan <ddonovan@natickma.org>

Re: alcohol license

1 message

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

Fri, Apr 13, 2018 at 11:15 AM

Donna,

After review we would recommend approval of this request for a one-day entertainment license.

Respectfully,

Lt. Brian G. Lauzon

On Thu, Mar 29, 2018 at 1:35 PM, Donna Donovan <ddonovan@natickma.org> wrote:

Please see below a request for a one day entertainment license from the Natick Elks.

Thank you.

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

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

From: **Natick Elks** <manager.natickelks@comcast.net>
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Thank you.

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

ITEM TITLE: Vote to Renew 2018 Billiards, Junk Dealer, & Taxi Cab/Livery Licenses
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Memo-T. O'Neil	4/12/2018	Cover Memo

Town of Natick
Massachusetts 01760
Home of Champions



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

MEMORANDUM

TO: Board of Selectmen
FROM: Trish O'Neil
DATE: April 17, 2017
RE: **May 2018 License Renewals**

Please vote to renew the following licenses contingent upon compliance with all Town and Police Department policies and requirements.

Taxis/Livery Fee: \$10 per vehicle plus \$5 per driver permit

E-Z Ride Car Service
JFK Transportation

Junk Collectors/Dealers Fee: \$50

Jason Ridenour d/b/a Cherished Antiques & Collectibles
EcoATM, Inc.
Friends of Natick Senior Center, Inc.
Game Stop, Inc. d/b/a Game Stop #315
Game Underground, Inc.
The Gold Rush, Inc.
GRS Jewelry, Inc. d/b/a Stucchi Bros.
H. Brandt Jewelers, Inc.
Macy's Retail Holdings
Greensound d/b/a Music Go Round
Newbury Comics
Jewel Time, Inc. d/b/a Times Square

Billiards Fee: \$20 per table

Amvets Post 79

ITEM TITLE: Vote to Renew Flammable Storage Registrations

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
By-Law	4/10/2017	Cover Memo
Flammable storage permit holders	4/12/2018	Cover Memo

ARTICLE 42

LICENSES

Section 1 – Fuel Oils

Subject to the provisions of Chapter 148 of the Massachusetts General laws and 527 CMR, an initial one-time license and, thereafter, annual registration with the Board of Selectmen for the storage of fuel oils, petroleum products, or inflammable fluids, for other than the applicant's own use or the use of the applicant's household, are required as follows:

- a. The storage of fuel oil over 10,000 gallons; and/or
- b. The storage of gasoline, petroleum products or inflammable fluids.

Storage of such items for sale shall be subject to the following fee schedule:

Initial (one-time) License Fees

(1) Not over 2,000 gallons	\$ 35.00
(2) Each additional 1,000 gallons or part thereof	\$ 5.00
(3) Maximum license fees	\$150.00

Annual Registration Fees

One-half (1/2) of the Initial License Fees

Section 2 – Transient Vendors

Every person before commencing business in the Town as a transient vendor, whether as principal or agent, shall make written application under oath, for a Town license to the Board of Selectmen and upon payment of a license fee fixed by it in compliance with Chapter 101 of the Massachusetts General Laws, shall be issued a license, provided, however, that said transient vendor comply with the regulations of the Board of Selectmen.

2018 Flammable Storage Permit Holders

Company Name	D/B/A	Property Address	Mailing Address		Town	State	Zip			Capacity Gall	Renewal Fees	Date Paid			
225 North Main Street Realty, LLC		225 North Main Street	225 North Main Street		Natick	MA	01760			(1)36,000, (2)	\$75.00				
Central Auto Parts		329 West Central Street	329 West Central Street		Natick	MA	01760			4,000	\$22.50				
Chrysler Apartments, LLC	Forest Properties	7 Chrysler Road	19 Needham Street		Newton	MA	02461			8,340-parking	N/C				
Cloverleaf Apartments		325 Speen Street	325 Speen Street		Natick	MA	01760			4,780-parking	N/C				
Coan Inc.		196 West Central Street	196 West Central Street		Natick	MA	01760			280,000	\$75.00				
PMG Northeast, LLC		Eliot & Leach Lane	ATC Eclipse	588 Silver Street	Agawam	MA	01001			30,500	\$75.00				
Cumberland Farms, Inc.		Mass Turnpike Eastbound	ATC Eclipse	588 Silver Street	Agawam	MA	01001			(3)10,000,(1)1	\$75.00		now Gulf Oil Limited Partnership		
Foreign Motors West, Inc.		253 North Main Street	253 North Main Street		Natick	MA	01760			1,000	N/C				
Graham's Garage		134 East Central Street	134 East Central Street		Natick	MA	01760			2,000	N/C				
Henley Enterprises, Inc.	Valvoline	891 Worcester Street	891 Worcester Street		Natick	MA	01760			3,814 & (2) 25	\$22.50				
Speedway, LLC	#02434	230 Worcester Street	P.O. Box 1580	Attn: Licensing	Springfield	OH	45501			24,000 under	\$72.50				
Speedway, LLC	#02471	194 West Central Street	P.O. Box 1580	Attn: Licensing	Springfield	OH	45501				\$75.00				
Speedway, LLC		2507 207 Worcester Street	P.O. Box 1580	Attn: Licensing	Springfield	OH	45501			38,550	\$75.00				
John J. McHugh		8 Wayside Road	8 Wayside Road		Natick	MA	01760			1,000	N/C				
MCREF Natick Development		82 North Main Street		200 Wheeler Rd	Burlington	MA	01803			3,450 (diesel &	N/C				
Mabardy's Gulf Service Inc		36 South Main Street	36 South Main Street		Natick	MA	01760			17,000	\$55.00				
Mathworks, Inc		3 Apple Hill Drive Bldg 1	3 Apple Hill Drive		Natick	MA	01760			1,000 diesel a	N/C				
Math Works Inc.		3 Apple Hill Drive Bldg 3	3 Apple Hill Drive		Natick	MA	01760			957 diesel abo	N/C				
Mathworks, Inc.		3 Apple Hill Drive Bldg 4	3 Apple Hill Drive		Natick	MA	01760			957 diesel abo	N/C				
Math Works Inc.		3 Apple Hill Drive East Parking	3 Apple Hill Drive		Natick	MA	01760			Parking Deck-	N/C				
Math Works Inc.		3 Apple Hill Drive West Parkin	3 Apple Hill Drive		Natick	MA	01760			Parking Deck-	N/C				
Mathworks, Inc.		19 Superior Drive	3 Apple Hill Drive		Natick	MA	01760	Chris	Greer	parking garag	N/C				
Metrowest Medical Center		67 Union Street	67 Union Street		Natick	MA	01760	Scott	Johnson	4,650 Liquid C	N/C				
Metrowest Medical Center		67 Union Street	67 Union Street		Natick	MA	01760	Scott	Johnson	4,220 Aboveveg	N/C				
Natick Mall, LLC		1235-1321 Worcester Road	1245 Worcester Road		Natick	MA	01760	Frank	Lazorchak	3 Parking Dec	N/C				
Natick Mall, LLC	GGP - Natick West, LLC	1235 & 1245 Worcester Rd. 2	1245 Worcester Road		Natick	MA	01760	Frank	Lazorchak	Underground	N/C				
Petroleum Realty Trust		146 East Central Street	420 Lakeside Avenue		Marlboro	MA	01752	Diane	Nelligan	20,000	\$62.50	dnelligan@1energi.com			
Sears Roebuck & Co		1235-1321 Worcester Road	1235-1321 Worcester Road		Natick	MA	01760			2,000	N/C				
Signma Aldrich-Research	Biochemicals, Inc.	1 Strathmore Road	1 Strathmore Road		Natick	MA	01760			550 gallon	N/C				
Soby & Michael Mabardy	Paul Lesanto/Midtowne Mobil	78 North Main Street	78 North Main Street		Natick	MA	01760			24,000	\$72.50				
Sun Refining & Marketing	Sunoco	20 North Main Street	P.O Box 988		Framingham	MA	01701			20,840	\$72.50				
Sunoco, Inc.	R&M	924 Worcester Street	1735 Market Street	12th Floor	Philadelphia	PA	19103			36,000	\$75.00				
The Annis Corp		960 Worcester Road	960 Worcester Road		Natick	MA	01760			6,000	N/C				
Windy-Lo Nursery, Inc		309 Eliot Street	309 Eliot Street		Natick	MA	01760			2,000	N/C				
Jiffy Lube #1372		99 Worcester Street	1422 Edinger Ave.	Suite 150	Tustin	CA	92780	Kim	Miller	6499	\$30	kim.miller@tfgflp.com			
Infinium		3 Huron Drive	3 Huron Srive		Natick	MA	1760	Adam	Powell	375 lbs magn	n/c	apowell@infiniummetals.com			

ITEM TITLE: Approve Meeting Minutes

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
11/2816	4/10/2018	Cover Memo
3/19/18	4/17/2018	Cover Memo

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

November 28, 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

After calling the public meeting to order at 6:03 p.m., the Chair requested a motion to enter into Executive Session to discuss matters pertaining to Executive Session Minutes and Litigation, 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. Freedman, 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 6:10 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:

Mr. Freedman provided an update on the Kennedy Middle School Project. The Building Committee is in the process of selecting an Owner's Project Manager. Twenty-seven firms have submitted responses to the Request for Services, which a subcommittee will narrow down to three finalists that will then be presented to the full committee.

Ms. Salamoff announced an information session regarding the Natick Master Plan process will take place at the Wilson School tomorrow at 6:30. Pearl Harbor Day Ceremonies are scheduled for December 7th at 6:30 at the Community-Senior Center.

WHAT'S NEW: Chief White announced that through a grant from the Local Emergency Planning Committee, two engine companies tested a new technology -- mobile data terminal software on tablets. The purpose of the software is to allow engine and ladder companies to go to commercial properties to inspect businesses for fire hazards with the ability to then pull up that information when responding to a call. Town Meeting approved funding of the program and the plan is to purchase four additional tablets so that every piece of apparatus will have one. There are over 600 commercial buildings that will undergo inspection.

CITIZEN'S CONCERNS

Ann Fremault of 4 Arlington Circle requested that the Town take action with regard to low-hanging wires in the vicinity of her home. She described an incident in which a trash truck hit the wires, which came down and caused a fire on her property, and is worried that the lines are going to come down again. Though Eversource and Verizon have been out to her property multiple times, neither will take responsibility for the wires and Ms. Fremault is requesting the Selectmen's help. Ms. White stated that staff will contact the utility companies tomorrow. Mr. Chenard stated a good portion of the poles in Town are owned by Eversource. Mr. Connolly expressed frustration with Eversource, suggesting the possibility of imposing fines, but noted that state law requires the Town to allow Eversource to put poles in. Ms. Salamoff noted that there is currently legislation in the State House regarding the removal of double poles in Town.

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 asked to remove the Verizon request for a utility pole attachment from the Consent Agenda since the matter needs to be referred back to the Building Commissioner. Moved by Mr. Freedman and

seconded by Mr. Mabardy, the Board voted 5-0-0 to refer the Verizon request back to the Building Commissioner. Moved by Mr. Connolly and seconded by Mr. Mabardy, the Board voted 5-0-0 to approve the employee exemption for Brian Ridge.

APPOINTMENTS WITH THE BOARD OF SELECTMEN

1. **Maurice Kaufman – Request for Water & Sewer Abatement:** Mr. Kaufman presented to appeal the decision regarding a request he made for an abatement to his water/sewer bill. Over the summer, Mr. Kaufman filled a swimming pool he had installed, contending that the water used stays in the pool because the pool has no drain and thus cannot enter the sewer. Mr. Chenard explained that if a property owner can demonstrate that the water in question did not go into the sewer system, then the policy of the Board is to allow an abatement of the sewer portion of the bill. However, the Board's policy does not apply to filling a swimming pool, a nonessential use of water. In the case of a pool, the homeowner is advised to install an irrigation meter. If Mr. Kaufman had an irrigation meter, the water use would have been calculated at the irrigation rate. An irrigation meter is intended to incentivize water conservation. Since the filling of a pool is considered "nonessential" water use, an abatement cannot be granted based on the Board's policy. Mr. Kaufman is not willing to install an irrigation meter. Ms. Salamoff inquired about the cost of such a meter. Mr. Chenard stated that they can run between \$450-\$900 depending on the type of meter. Mr. Chenard further explained that the reason for this policy is so that abatements are not processed over and over again every time a pool is filled. Mr. Connolly supported an abatement for Mr. Kaufman in the amount of \$365.28, but also noted that a water ban had been in effect over the past summer. Moved by Mr. Connolly and seconded by Mr. Mabardy, the Board voted 5-0-0 to approve the abatement.
2. **Michael Brum – Interview for Appointment to the Community Services Advisory Committee:** Mr. Brum, a recent graduate of the Leadership Academy, was invited by Ms. Lambert, Director of Community Services, to serve on this committee. After he provided background information, Mr. Connolly, seconded by Ms. Salamoff, moved to approve his appointment to the Committee for the period of a year. The Board voted 5-0-0 in favor.
3. **Savin Burger, LLC, d/b/a Smashburger – Application for a Change in Manager and Approval of 2017 Liquor License Renewal:** Adam Fletcher, the current manager of Smashburger, stated that with his recent promotion, he will not be able to spend as much time at the location and Paul Aube is proposed to be the new manager. Mr. Aube offered pertinent background information. Moved by Mr. Connolly and seconded by Mr. Freedman, the Board voted 5-0-0 to approve the change in manager. Moved by Mr. Connolly and seconded by Mr. Freedman, the Board voted 5-0-0 to approve the renewal of the restaurant's 2017 liquor license.
4. **Natick Lodge #1425 BPOE of USA, Inc. (Natick Elks):**
 - a. Application for a Change in Manager and Approval of 2017 Liquor License Renewal: Mr. Paul Sanford provided pertinent background information and requested approval to become the new manager. Moved by Mr. Connolly and seconded by Mr. Mabardy, the Board voted 5-0-0 in favor of approving the change in manager. Moved by Mr. Connolly and seconded by Ms. Salamoff, the Board voted 5-0-0 to approve the renewal of the 2017 liquor license.
 - b. Request to Serve Alcohol Outside the Described Premises on Saturday, 12/3/16: Ms. White requested that this matter be approved as an emergency item since the required information was unknown at the time the agenda was posted. On December 3rd, the Elks are sponsoring the Connor Heffler Collation in memory of the recently deceased boy and would like to serve alcohol outside the lodge, beginning at 10:00 a.m. (a change to their regular serving hours), for those attending the event. Moved by Ms. Salamoff and seconded by Mr. Connolly, the Board voted 5-0-0 to approve consideration of the emergency item. Mr. Freedman requested assurances that all alcohol rules and regulations would be followed, including TIPS certification, age verification, etc. As the impetus for the event, the Police Department will manage the traffic flow. Moved by Mr. Connolly and seconded by Mr. Mabardy, the Board voted 5-0-0 to approve the request to serve alcohol outside the lodge. Moved by Mr. Connolly and seconded by Mr. Mabardy, the Board voted 5-0-0 to approve a change in serving hours from noon to 10:00 a.m. for both interior and outdoor locations. Ms. White noted that the Elks would need approval for the tent they intend to use from the Building Department.

Mr. Connolly discussed the request of the Department of Public Works to repaint the street dividing lines from yellow to orange and blue in memory of Connor from December 1st to December 4th, at which time the lines will be repainted yellow. There will be no cost to the Town and Lt. Lauzon has expressed his support. Moved by Mr. Mabardy and seconded by Mr. Connolly, the Board voted 5-0-0 in favor of the motion.

5. **DDH Hotel/Crowne Plaza – Application for a Change in Manager and Approval of 2017 Liquor License Renewal:** Ms. Lynne Luongo, a Natick resident and newly appointed General Manager of Crowne Plaza, provided relevant background information pertinent to her new position. Moved by Ms. Salamoff and seconded by Mr. Connolly, the Board voted 5-0-0 in favor of the change in manager. Moved by Mr. Freedman and seconded by Mr. Connolly, the Board voted 5-0-0 to approve renewal of the 2017 liquor license.
6. **Robert Bird, Envirotrac Environmental Services – Request to Install Monitoring Well at 0 Cleveland Circle (Town-Owned Land):** Robert Byrd, the owner of Speedway LLC at 207 Worcester Road requested to install a monitoring well on town-owned property at 0 Cleveland Circle for the purpose of groundwater sampling and other activity required by the Department of Environmental Protection. After Mr. Byrd answered multiple questions regarding safety and insurance, Mr. Freedman, seconded by Mr. Connolly, moved to allow Speedway LLC to install a monitoring well on the aforementioned property. The Board voted 5-0-0 to approve the motion.
7. **Procurement Officer:**
 - a. **Declaration of Surplus Equipment – School Department:** Mr. LeBlanc stated that there are several pieces of old School Department equipment, all in various states of used condition, that no one has claimed and that Facilities has in temporary storage at a cost of \$220 per month. The total value of the items is approximately \$500. The request is for the Board to declare these items as surplus property, at which time they will be listed on publicsurplus.com for bids. If there is no interest, the items will be sold to a salvage company for scrap metal. Moved by Mr. Freedman and seconded by Mr. Connolly, the Board voted 5-0-0 in favor.
 - b. **Award of Contracts:**
 - i. **East School and Fire Station No. 3 Roofs** – Moved by Ms. Salamoff and seconded by Mr. Connolly, the Board voted 5-0-0 in favor of awarding the contract to Gibson Roofs, Inc. in the amount of \$338,400.
 - ii. **Parking Ticket Collection System** – The new tracking system will consist of hardware and software that will allow police officers to scan license plates for parking ticket violations and/or warrants and interface with the RMV and the Treasurer's Office, providing greater efficiency, better enforcement, and enhanced collection rates. Moved by Ms. Salamoff and seconded by Mr. Connolly, the Board voted 5-0-0 to award the contract to Municipal Citation Solutions, LLC in the amount of \$16,500 (\$14,000 for services and \$2,500 for hardware) for the first year. The Town has sole discretion to award one or two options for renewal at a rate of \$14,000 per year (with no charge for hardware in either option year).
8. **Council on Aging Director – Request to Accept Donation from Needham Bank for the Council on Aging and Human Services:** Ms. Ramsey requested the Board approve acceptance of a \$2,750 donation from the Needham Bank that will be used for the purchase of lanterns (useful for power outages and extended storms) that are to be given out at the annual holiday party for seniors. Moved by Mr. Mabardy and seconded by Ms. Salamoff, the Board voted 5-0-0 in favor of accepting the donation.
9. **Police Chief – Dive Team Memoranda of Understanding – Natick/Patrol Officers and Natick/Superior Officers:** Chief Hicks stated that the Police and Fire Departments have been working together on a dive team. Any patrol or superior officer who performs dive team duties will be compensated an additional \$5 per hour while engaged in such duties. The total annual cost for the two officers involved would be \$1,000. Moved by Mr. Freedman and seconded by Mr. Mabardy, the Board voted 5-0-0 in favor of approving the two MOUs.

DISCUSSION AND DECISION

10. **Discussion Regarding Community Unity:** Ms. Salamoff read aloud the revised Board of Selectmen's community unity statement. Though supportive of the ideas expressed in the statement, Mr. Mabardy felt that the majority of townspeople do not fall into the category of prejudice, bias, or racism. Mr. Connolly, again supportive of the statement's sentiments, felt that a document to express those sentiments was unnecessary. Mr. Freedman felt that speaking as a Board is more powerful than speaking as an individual and that the message simply affirms that Natick is a community that cares. Mr. Jennett felt it was the Board's responsibility to make a statement since the townspeople are looking to the Board for leadership. Ms. Salamoff stated that the Police Chief and the Superintendent of Schools issued a statement and the Board of Selectmen should follow suit. Ms. White, acknowledging that the decision was the Board's, said she wanted to reinforce the thought that silence in the face of witnessed acts of hatred amounts to complicity, especially when certain segments of the population have felt emboldened of late to advance bigoted thoughts and opinions.

Mr. Jennett offered to wordsmith the statement a bit and Ms. Salamoff agreed. Moved by Ms. Salamoff and seconded by Mr. Freedman, the Board voted 5-0-0 in favor of issuing a statement.

- 11. **Dolphin Restaurant – Alleged Alcohol License Violation**: Ms. White stated that the Board needs to decide whether or not to hold a public hearing regarding an alleged alcohol license violation at which Attorney DeLuca and Lt. Lauzon would be present. Moved by Mr. Connolly and seconded by Ms. Salamoff, the Board voted 5-0-0 in favor of scheduling a public hearing. The Dolphin will be notified when the hearing is scheduled.
- 12. **Certification of CSX Land Acquisition Bonds**: Present were John Townsend, Deputy Town Administrator/Finance Director, and Steve Price, Collector/Treasurer. As a formality from Bond Counsel, a certification is needed from the Board of Selectmen regarding anticipated use of the property, i.e., that it will not be leased, rented, sold, etc. to a third party as long as the bonds are outstanding. Mr. Townsend stated that the maximum term of the note would be 10 years but it is planned to be paid in a year. Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted 5-0-0 to sign a certification letter to be provided by Ms. White.

TOWN ADMINISTRATOR NOTES

None.

SELECTMEN’S CONCERNS

Ms. Salamoff stated she will not be available to attend the next meeting, and Mr. Jennett stated he would be unable to attend the meeting following that.

Mr. Connolly asked about the possibility of scheduling a meeting regarding Camp Arrowhead. Ms. White stated she has not yet heard from the State and explained that the situation is difficult since nobody has a right of access to the property because no license or lease has been executed; thus, construction on the property is being held up.

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 10:18 p.m.

Michael J. Hickey, Jr., Clerk

November 28, 2016 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on April 17, 2018

po'n

All documents used at this Board of Selectmen meeting are available at:
<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=317&MinutesMeetingID=-1&doctype=Agenda>

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

March 19, 2018

5:30 PM

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

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

After calling the public meeting to order at 5:40 p.m., noting that a quorum was present and that the meeting had been duly posted, the Chair requested a motion to enter into Executive Session to discuss matters pertaining to Litigation, Executive Session Minutes, and Trade Secrets or Confidential Proprietary Information Regarding Activities by a Government Body as Energy Supplier, Municipal Aggregator, or Energy Cooperative, 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. Mr. Jennett, 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 5:45 p.m., the Chair announcing that the meeting would return to Open Session at approximately 7:00 p.m.

Open Session reconvened at 7:12 p.m. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

ANNOUNCEMENTS:

Mr. Freedman announced the selection of Melissa Malone as the new Town Administrator and provided relevant information regarding her previous work experience.

ASK THE TOWN:

Mr. Chenard provided voting locations by precinct, noting that this information, maps, and sample ballots are all online. He encouraged contact with the Town Clerk for any questions.

WHAT’S NEW

Randy Brewer, the Pegasus Station Manager, talked about multiple recent improvements to Natick cable, including new 24/7 live streaming capability accessible on any tablet, computer, laptop, or phone.

CITIZEN’S CONCERNS

Josh Ostroff of Precinct 6, a Town Meeting Member, commented that the Town sent out a required mailing explaining the text of certain proposed Charter changes that would be on next Tuesday’s ballot, questions 2-5. He explained that question 1 on the ballot regarding the debt exclusion was not included in the mailing simply because the Town is not allowed to follow the same process for a debt exclusion.

COMMITTEE/PROJECT UPDATES:

Camp Arrowhead Update: Meant to be a simple update on the demolition and restoration process at Camp Arrowhead following a 2016 fire, this topic was taken out of order due to overwhelming public concern regarding the cancellation of the annual, week-long “Big Res” overnight camp held in New Hampshire for the past 30 years. Jemma Lambert, Director of Community Services, and Karen Partanen, Recreation & Parks Director, cited multiple safety concerns around the structure and organization of the residential camp that

were deemed by Town Counsel to be a liability to the Town. Concerns were noted in three general areas: 1) the comingling of adults and children in the sleeping quarters, 2) the fact that the camp is shared with another camp and programs, and 3) the remote location of the camp, 20-25 minutes away from medical care, with only one land line and very poor cell phone service. It was thought prudent to replace the one-week, overnight camp with a two-week day camp experience for the same population that would typically participate in the residential program. Asked by Mr. Freedman if consideration was given to alternatives to mitigate the perceived risks, Ms. Lambert stated they obtained an opinion from Town Counsel only about the risks vs. benefits of the program. Mr. Hickey asked if any risk management was discussed at all or if there was any conversation with the Acting Town Administrator or the Recreation & Parks Commission. Ms. Partanen stated that the matter was discussed with the Recreation & Parks Commission, who offered their full support, agreeing that the risks were many and that it was probably time to discontinue the program, but no input was received from the Acting Town Administrator or other Town staff. Several members of the public spoke to the issue. Tim Luff, the Assistant Superintendent for Student Services for the School Department, spoke as a former 14-year volunteer and staff member at the camp, noting the impact the camp has had on children with disabilities in terms of building life skills and making great memories. He credited his tenure at Camp Arrowhead with giving him a path to follow and helping him to become a better person in general. Mr. Luff disagreed that a lengthy emergency response time was an issue and noted that nursing and lifeguard services are provided on site. He recommended that the Acting Town Administrator reinstitute the program and volunteered to assist in finding ways to mitigate any potential concerns. Jon Marshall spoke in his capacity as the former Director of Recreation & Parks, many-year volunteer at the camp, and leader in recreational programs, stating that Camp Arrowhead has always followed best practices, followed by an annual review of what may or may not have worked. He, too, recommended reconsideration and offered the services of many former volunteers, including himself, with years of expertise to find a way to make the camp better rather than eliminate it. Mr. Freedman noted that under the Town Charter, the Board of Selectmen is prohibited from exercising direct control over the day-to-day operations of the Town, so what programs are run is really an administrative decision. Acknowledging that there may be real concerns, Mr. Freedman asked to hear more about ways to mitigate them regardless of cost and regardless of liability. Mr. Chenard agreed that that was the right thing to do and agreed to gather more information, offering his email address to the public to write in with their concerns and suggestions. Mr. Jennett stated he felt it was the Board's responsibility to ensure that the public is heard and expressed disappointment that the program was eliminated without any public discussion, without input from the people it would affect, and without any discussion with the Board of Selectmen or Town Administration. Mr. Jennett asked to hear from people who had come to tonight's meeting. Several people spoke in favor of reinstating the camp, including a Ms. Rafferty from Holliston whose daughter, now grown, had participated in the overnight camp since the age of 10 and considered it the highlight of her life; Rosalyn Ferber of 16 Pumpkin Pine Road, the mother of a camper who referred to the camp as "the gem of the Recreation Department;" and Matt Frechette of 76 Rockland Street, a prior staff member at Camp Arrowhead, who offered complete support for the camp. Ms. Partanen stated that agreement had been reached among Recreation & Parks Commission Members present and others contacted via text to hold a Public Meeting next Monday night to solicit public input. An alert will be placed on the website about the time and location and Natick Pegasus will be asked to televise the 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 and no discussion was requested. Moved by Mr. Jennett 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:

1. Resignation of Anna Mancini from the Natick Historical Commission and thank you letter
2. Exemption from Town By-Laws Chapter 41, Section 4 for Elizabeth Fagan and Taylor Federico Grome
3. Authorization for Chair to sign a letter of support for a Bacon Free Library statutory change to Section 5 of Chapter 252 of the Acts of 1908
4. One-day entertainment permit for Warrior Thunder Foundation on 4/13/18
5. Request to occupy a public way by Wireless Construction, 3/22-3/23/18 (rain date: 3/26-3/27/18)
6. Request to occupy a public way by LeBelle Spa from 4/2-4/27/18

7. Bagging of parking meters on Election Day, 3/27/18
8. Weekly warrant reviews for 3/2/18 and 3/12/18
9. Meeting minutes for 2/26/18 and 3/5/18

APPOINTMENTS WITH THE BOARD OF SELECTMEN

1. **Nolan Palmer, Master Councilor – Proclamation for the International Supreme Council Order of DeMolay:** Mr. Jennett read aloud the proclamation from the Board of Selectmen recognizing the leadership and outreach work of the young men of the Order of DeMolay. Young Mr. Palmer thanked the Board and stated the Order is always available to perform civic service.
2. **Biryaniz n Breadz – Application for a Common Victualler's License:** Attorney Doug Stoddard spoke on behalf of the applicants, Karthik Birndavolu, Satya Pal, and Girish Damireddy, all men who grew up in southern India and have master's degrees in computer science. They will be taking over the Asia Bistro Restaurant. Their landlord was also present in support of their license. Also present was Attorney Arthur Pearlman who indicated that he will be handling their liquor license and will return to the Board for approval. Moved by Ms. Salamoff and seconded by Ms. Mistrot, the Board voted 5-0-0 in favor of approving the Common Victualler's License.
3. **Procurement Officer – Contracts:**
 - a. **Second Amendment to Natick 2030 Master Plan:** Moved by Ms. Mistrot and seconded by Mr. Jennett, the Board voted 5-0-0 in favor of amending the contract with Crosby, Schlessinger, & Smallridge, LLC, removing the two-year term in Article 3 and replacing it with a three-year term, thereby extending the term of the contract to March 27, 2019. There will be no funding or cost implications.
 - b. **South Main Street Cleaning/Lining:** Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 in favor of awarding the contract to Biszko Contracting Corporation for the complete main bid work in the amount of \$746,162.07.
Funding: Account No 655403 580550 FY 2018 (Fall 2017) FATM Article 10
 - c. **Fuel Depot Replacement:** Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 5-0-0 to award the contract to CommTank, Inc. for the complete main bid work in the amount of \$278,865.
Funding: 2016 Fall STM "Replace Fuel Depot Storage Tanks" \$196,000
MassDOT Chapter 90 Program \$82,865
4. **DPW Director – South Main Street – Modified Option #3:** Mr. Freedman reminded the Board that no substantial discussion about the South Main Street Reconstruction Project would take place this evening and that there will be a Public Meeting on March 28th when an in-depth discussion would take place with input from the public. Mr. Marsette explained that revised Alternative #3 will comply with the Complete Streets Policy, narrowing the proposed travel lines, providing bicycle accommodation, allowing for sidewalks on both sides of the street, setting back utility poles farther from the travel lanes, etc.

DISCUSSION AND DECISION

5. **Middlesex Parking Garage Update:** Present were Ted Fields, Community and Economic Development Senior Planner, and Brandon Schrenker of Walker Parking Consultants. Mr. Schrenker stated that a demand analysis has been completed that looked at field conditions and future development potential and an understanding has been gained of what the current demand is and what the future development could be. An environmental assessment has been done and there is a high probability that there will be contaminated soils on the site. Stakeholder interviews were done with opinions obtained about current parking and future parking needs. The next step is to look at the site itself, the possibility of purchasing adjacent sites, and the potential for mixed use. From there a dozen or so options will be whittled down to three or four, and then to two. Mr. Fields stated that a draft Existing Conditions report will be made available to the Board and on the website tomorrow. The objective is to have a draft report ready by June.

6. **Parking Advisory Staff Working Group**: Jamie Errickson, Director of Community & Economic Development, provided an outline of priorities, current and short-, medium-, and long-term, that the Working Group is considering. Some future plans will be dependent upon what happens when a parking garage is built. On March 27th and April 6th, workshops are going to be held to address signage in downtown Natick and parking plans will be a part of that. Mr. Freedman requested that the Board be kept up to date on the group's progress.
7. **Review of Fiscal Year 2019 Budget – Community Services**: This budget was discussed at a previous meeting.
8. **2018 Spring Annual Town Meeting Articles – 1, 10, 11, 12, 15, 16, 17, 20, 21, 22**: Jan D'Angelo, the Assessor, discussed Article 17, a recurring article that increases personal exemptions. FinCom voted Favorable Action. Ms. D'Angelo stated she is looking for continued support for this Article, which provides a uniform increase to personal exemptions for the elderly and disabled veterans. Moved by Ms. Mistrot and seconded by Ms. Salamoff, the Board voted 5-0-0 to recommend Favorable Action. Moved by Ms. Mistrot and seconded by Ms. Salamoff, the Board voted 5-0-0 to recommend Favorable Action on Articles 1, 10, 12, 15, and 16 and to recommend No Action on Article 11. Mr. Freedman stated that since Articles 20, 21, and 22 are sponsored by the Charter and By-Law Review Committee and no one was present to discuss them, no recommendation would be made.

TOWN ADMINISTRATOR NOTES

None.

SELECTMEN'S CONCERNS

None.

ADJOURNMENT

On a motion by Mr. Jennett, seconded by Ms. Mistrot, the Board unanimously voted on a roll call vote to adjourn the Board of Selectmen's Meeting at 9:56 p.m.

Michael J. Hickey, Jr., Clerk

March 19, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on April 17, 2018

po'n

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

<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=502&MinutesMeetingID=-1&doctype=Agenda>

ITEM TITLE: Application for a Change in Corporate Name for Bob & Holly's, LLC d/b/a Zaftigs

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Application	4/13/2018	Cover Memo



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LOCAL LICENSING AUTHORITY REVIEW RECORD

2018:00028-RS-0768

Natick

April 6, 2018

ABCC License Number

City/Town

Date Filed with LLA

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input checked="" type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Change of DBA | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change of Hours |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder |
| <input type="checkbox"/> Change of Beneficial Interest | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |

APPLICANT INFORMATION

Name of Licensee Z2, LLC

D/B/A Zaftig's Delicatessen

ADDRESS: 1298 Worcester Road

CITY/TOWN: Natick

STATE

MA

ZIP CODE 01760

Manager Amy Gilligan

Granted under Special Legislation? Yes ☐ No ☒

\$12 Restaurant

Annual

All Alcoholic Beverages

If Yes, Chapter
of the Acts of (year)

Type

(i.e. restaurant, package store)

Class

(Annual or Seasonal)

Category

(i.e. Wines and Malts / All Alcohol)

LOCAL LICENSING AUTHORITY DECISION

Please indicate the decision of the
Local Licensing Authority:

Approves this Application

Please indicate what days and hours
the licensee will sell alcohol:

10:00 am - midnight,
Sunday-Saturday

If Approving With Modifications, please indicate below what changes the LLA is making:

Please indicate if the LLA is
downgrading the License
Category (approving only Wines
and Malts if applicant applied for All
Alcohol):

Changes to the Premises Description

Patio/Deck/Outdoor Area

Total Square Footage

Seating Capacity

Indoor Area

Total Square Footage

Number of Entrances

Number of Exits

Floor Number	Square Footage	Number of Rooms

Abutters Notified: Yes ☐ No ☒

Date of Abutter
Notification

Date of
Advertisement

Please add any
additional remarks or
conditions here:

☒ Check here if you are attaching additional documentation

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

April 17, 2018

Date APPROVED by LLA



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

BOARD OF SELECTMEN
NATICK, MA

APR - 6 2018

RECEIVED

APPLICATION FOR MULTIPLE AMENDMENTS

The following documentation is required as a part of your retail license amendment application.
ABCC investigators reserve the right to request additional documents as a part of their investigation.

ALL AMENDMENTS REQUIRE

- ☒ Monetary Transmittal Form with \$200 fee
You can PAY ONLINE or include a \$200 check made out to the ABCC
- ☐ Amendment Application (this packet)
- ☐ Vote of the Corporate Board
A corporate vote authorizing all amendments being applied for, signed by an authorized signatory for the licensed entity
- ☐ Additional Documents Required by the Local Licensing Authority

ADDITIONAL REQUIRED DOCUMENTS

CHANGE OF MANAGER

- ☐ CORI Authorization Form
This form must be notarized with a stamp*
- ☐ Proof of Citizenship for proposed manager of record
Passport, US Birth Certificate, Naturalization Papers, Voter Registration

**ALTERATION OF PREMISES /
CHANGE OF LOCATION**

- ☐ Supporting Financial Documents
Documentation supporting any loans or financing, if applicable
- ☐ Floor Plan
Detailed Floor Plan showing square footage, entrances and exits and rooms
- ☐ Lease
Signed by licensee and landlord.

**CHANGE OF BENEFICIAL INTEREST /
TRANSFER OR ISSUANCE OF STOCK**

- ☐ Beneficial Interest - Individual Form
For any individual with direct or indirect interest in the licensee
- ☐ Beneficial Interest - Organization Form
For any organization with direct or indirect interest in the licensee
- ☐ CORI Authorization Form
For any individual with direct or indirect interest in the licensee.
This form must be notarized with a stamp*
- ☐ Business Structure Documents
If Proposed Licensee is applying as:
- A Corporation or LLC - Articles of Organization from the Secretary of the Commonwealth
- A Partnership - Partnership Agreement
- Sole Proprietor - Business Certificate

PLEDGE OF COLLATERAL

- ☐ Signed Promissory Note
- ☐ Signed Pledge Documentation

CHANGE OF CORPORATE NAME

- ☒ Business Structure Documents
If Proposed Licensee is applying as:
- A Corporation or LLC - Articles of Organization from the Secretary of the Commonwealth
- A Partnership - Partnership Agreement
- Sole Proprietor - Business Certificate

CHANGE OF DBA

- ☐ Business Certificate

CHANGE OF CORPORATE STRUCTURE

- ☐ Business Structure Documents
If Proposed Licensee is applying as:
- A Corporation or LLC - Articles of Organization from the Secretary of the Commonwealth
- A Partnership - Partnership Agreement
- Sole Proprietor - Business Certificate

CHANGE OF CATEGORY, CLASS, TYPE

No additional requirements

Payment Confirmation

License Number 00028RS0768
License Type Retail License Filing Fee

Current Payment

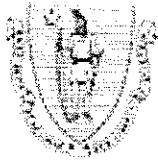
Payment Amount	\$200.00
Bank Account Number	****3199
Bank Account Type	Business
Bank Routing Number	211371227
Bank Name	MIDDLESEX SAVINGS
Name On Account	Z2 LLC
E-Mail Address	forum@rcn.com

I have authorized Commonwealth ABCC to initiate the entry to my account. I have an agreement with Commonwealth ABCC under which I agreed to be bound by the NACHA Rules. This is a similarly authenticated authorization that satisfies compliance with the Electronic Signatures in the Global and National Commerce Act (15 USC 7001 et seq), which defines electronic records (as contracts or other records created, generates, sent, communicated, received, or stored by electronic means) and electronic signatures. Electronic signatures include, but are not limited to, digital signatures and security codes. I understand I can revoke the authorization by notifying Commonwealth ABCC within 60 days. I have signature authority to this account or have been authorized by an individual who has signature authority to this account to authorize this entry.

☒ I have read and accept the above terms and conditions

To prevent delays, please ensure that your financial institution will allow or whitelist ACH debits from 9751000885 on behalf of the Commonwealth of Massachusetts ABCC prior to entering payment.

Back To Step 1	Change	Accept	Print	Exit
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Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

APPLICATION FOR MULTIPLE AMENDMENTS

NAME OF LICENSEE (Business Contact)

ZZ, LLC

ABCC License Number

2618-00028-R5-0768

City/Town of Licensee

Natick

APPLICATION CONTACT

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

First Name: Robert

Middle:

Last Name: Shuman

Title: Member of the Board of Entity

Primary Phone: 508-653-4442

Email: robert1shuman@mac.com

AMENDMENT OPTIONS

☐ **Change in Business Contact Information - Page 2**

This is only to change a mailing or business address (corporate headquarters, NOT premises address), phone number or email

☐ **Change of Manager - Page 3**

☐ **Alteration of Premises / Change of Location - Page 4**

☐ **Change of Beneficial Interest / Transfer or Issuance of Stock - Page 5**

☐ **Pledge of Collateral (License, Inventory, Beneficial Interest) - Page 6**

☒ **Change of Corporate Name - Page 6**

☐ **Change of DBA - Page 6**

☐ **Change of Corporate Structure (i.e. Corporation to LLC, Sole Proprietor to LLC) - Page 6**

☐ **Change of Category (i.e. Wine and Malts to All Alcohol) - Page 6**

☐ **Change of Class (i.e. Seasonal to Annual) - Page 6**

☐ **Change of Type (i.e. Restaurant to General on Premises) - Page 6**

APPLICATION FOR MULTIPLE AMENDMENTS

AMENDMENT APPLICATION FOR:

Change of Corporate Name, Change of DBA, Change of Legal Structure, Change of Class, Change of Category

Please check the amendment that you are applying for and complete the corresponding section. Please refer to the requirements page for required documents.

PLEDGE INFORMATION

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

To whom is the pledge is being made:

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

☐ License ☐ Stock / Beneficial Interest ☐ Inventory

Does the lender have a beneficial interest in this license? ☐ Yes ☐ No

Does the lease require a pledge of this license? ☐ Yes ☐ No

☒ **Change of Corporate Name**

This is the License Entity
Name or the Business Contact

Last-Approved Corporate Name:

Bob & Holly's, LLC

Requested New Corporate Name:

Z2, LLC

☐ **Change of DBA**

Last-Approved DBA:

Requested New DBA:

☐ **Change of Corporate Structure**

LLC, Corporation, Sole
Proprietor, etc

Last-Approved Corporate Structure

Requested New Corporate Structure

☐ **Change of License Category**

All Alcohol, Wine and Malt,
Wine Malt and Cordials

Last-Approved License Category

Requested New License Category

☐ **Change of License Class**

Seasonal or Annual

Last-Approved License Class

Requested New License Class

☐ **Change of License Type***

i.e. Restaurant to Club

Package Store to Supermarket

Last-Approved License Type

Requested New License Type

*CAN NOT change from an
on-premise to an off-premises
license type.*

APPLICANT'S STATEMENT

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

of Bob & Holly's, LLC, hereby submit this application for Change of Corporate Name
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: 03/23/2018

Title:

Member

Date March 23, 2018

At a meeting of the Members of Bob & Holly's LLC held at Natick, MA on January 18, 2018 it was duly voted that the LLC would apply for the following:

1. File appropriate paperwork with the Commonwealth of Massachusetts, Secretary of State to change the name of the LLC from Bob & Holly's, LLC to Z2, LLC.
2. File appropriate paperwork with Town of Natick and Massachusetts Alcoholic Beverages Control Commission to change the name on the Alcoholic Beverages License from Bob & Holly's, LLC to Z2, LLC.

Voted to allow Robert Shuman to sign all required forms and applications and to execute in its behalf any necessary papers and to do all things required relative to the change of the corporate name.

A TRUE COPY

ATTEST

A handwritten signature in black ink, appearing to be 'R Shuman', written over a horizontal line.

Robert Shuman, Member



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

mass.gov/dor

Letter ID: L0869961856
Notice Date: March 26, 2018
Case ID: 0-000-342-458



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BOB & HOLLY'S LLC
1298 WORCESTER ROAD
NATICK MA 01702

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, BOB & HOLLY'S LLC 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?

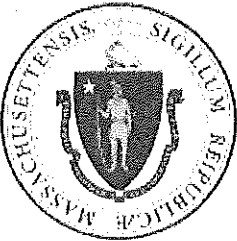
If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

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



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Federal Employer Identification Number: 001032720 (must be 9 digits)

1. The exact name of the limited liability company is: BOB & HOLLY'S, LLC

2a. Location of its principal office:

No. and Street: 1298 WORCESTER ROAD
SHERWOOD PLAZA
City or Town: NATICK State: MA Zip: 01760 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 1298 WORCESTER ROAD
SHERWOOD PLAZA
City or Town: NATICK State: MA Zip: 01760 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

TO OPERATE A RESTAURANT/DELI AND ALL THOSE SERVICES INCIDENTAL THERETO.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: LEWIS A. SASSOON, ESQ.
No. and Street: SASSOON & CYMROT, LLP
84 STATE STREET
City or Town: BOSTON State: MA Zip: 02109 Country: USA

I, LEWIS A. SASSOON resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ROBERT SHUMAN	1298 WORCESTER ROAD NATICK, MA 01760

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

8: The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ROBERT SHUMAN	1298 WORCESTER ROAD NATICK, MA 01760

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 20 Day of July, 2010,

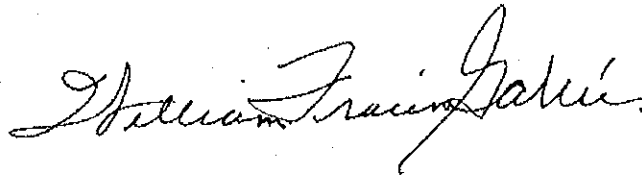
ROBERT SHUMAN

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

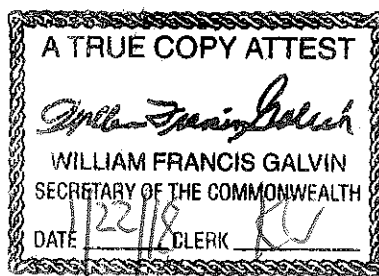
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

July 20, 2010 02:53 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



ITEM TITLE: Correspondence 4/17/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Correspondence 4/17/18	4/12/2018	Cover Memo

3-31-18

DEAR SELECTMEN AND ENGINEERING

MY WIFE AND I WISH TO THANK YOU FOR THAT IN-
FORMATIVE MEETING CONCERNING SOUTH MAIN STREET
PROJECT. FIRST WE HAVE TO COMPLEMENT ALL OF YOU
FOR YOUR PATIENCE WITH SOME OF THE FOLKS THERE,
AT ON THAT. WE VOTED FOR OPTION ONE BUT WOULD
LOVE OPTION THREE BECAUSE MOST PEOPLE THOUGHT TOO
MUCH MONEY WOULD BE SPENT ON THE PROJECT. WE
HAVE CONCERNS WITH SAFETY AS WE MENTIONED
BEFORE BOTH FOR PEDESTRIAN AND CYCLIST TRAFFIC
ON THIS STREET. WE ALSO WOULD LIKE TO SEE THE
TELEPHONE POLES MOVE FROM THE MIDDLE OF THE
SIDEWALK (SOME OF THEM) TO THE EDGE OF THE NEW
SIDEWALK ONTO PEOPLES LAND. WE THINK IT WOULD
BE NICE TO DO THE SAME WITH ALL THE POLES BUT
MAY BE TOO COSTLY. (WE DON'T KNOW IF IT'S POSSIBLE
BUT THE SIDEWALK DOWN AT THE INTERSECTION OF
COTTAGE AND SOUTH MAIN SEEMS LIKE A NICE WIDTH
FOR THE REST OF THE STREET. WE PUT UP WITH A
LOT OF STREET NOISE LIVING ON THE HILL SO A RED-
UCTION OF THE SPEED LIMIT WOULD BE WELCOMED.
THANK YOU FOR YOUR TIME, THOUGHTS, AND CONCERN
BOARD OF SELECTMEN AND ENGINEERING.

SINCERELY

VERONICA + ED VACCARI

163 So. Main St.

RECEIVED

APR -1 2018

BOARD OF SELECTMEN
NATICK, MA



March 26, 2018

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

Re: Xfinity TV Changes - Updates

Dear Chairman and Members of the Board:

As part of our continuing effort to keep you informed, I wanted to share with you the following updates regarding Xfinity TV changes.

As of March 14th, OWN will only be available on Expanded Basic and Economy Plus Latino, and Starter Latino.

Effective May 9, 2018, The Weather Channel will only be available on Expanded Basic, Family Tier and new Sports & News tier; Cartoon Network will only be available on Digital Preferred and new Kids & Family tier; Disney Channel will only be available on Expanded Basic, Family Tier and Kids & Family tier; TruTV will only be available on Expanded Basic; Food Network will only be available on Expanded Basic, Family Tier, and new Entertainment tier. The following channels will be added to Digital Economy: BBC World News, Bloomberg, Hallmark Movies & Mysteries and Smithsonian. Big Ten Network, NBC Sports Bay OOM, NBC Sports Chicago OOM, Outside TV and Sports Net-NY OOM will no longer be available.

MGM HD will no longer be available starting on June 1st and NFL Network will only be available on Digital Preferred and Sports Entertainment Package starting on July 1st.

Customers are receiving this information, in advance, via bill message.

If you have any questions, please do not hesitate to contact me at 508-647-1418.

Sincerely,

Greg Franks

Greg Franks, Sr. Manager
Government Affairs

V2R



FOR MORE INFORMATION:

Andrea Abate
andrea.abate@us.mcd.com
630-209-7121

McDonald's Triples Crew Tuition Assistance for Restaurant Employees, Lowers Eligibility Requirement to 90 Days

Company also extends Career Online High School and College Advisory services to restaurant employees' family members

OAK BROOK, Ill., March 29, 2018 – McDonald's Corporation today announced it will allocate \$150 million over five years to its global Archways to Opportunity education program. This investment will provide almost 400,000 U.S. restaurant employees with accessibility to the program as the company will also lower eligibility requirements from nine months to 90 days of employment and drop weekly shift minimums from 20 hours to 15 hours. Additionally, McDonald's will also extend some education benefits to restaurant employees' family members. These enhancements underscore McDonald's and its independent franchisees' commitment to providing jobs that fit around the lives of restaurant employees so they may pursue their education and career ambitions.

The Archways to Opportunity program provides eligible U.S. employees an opportunity to earn a high school diploma, receive upfront college tuition assistance, access free education advising services and learn English as a second language.

"Our commitment to education reinforces our ongoing support of the people who play a crucial role in our journey to build a better McDonald's," said Steve Easterbrook, McDonald's President and CEO. "By offering restaurant employees more opportunities to further their education and pursue their career aspirations, we are helping them find their full potential, whether that's at McDonald's or elsewhere."

Accelerated by changes in the U.S. tax law, McDonald's increased investment in the Archways to Opportunity Program includes:

- **Increased Tuition Investment:**
 - o **Crew:** Eligible crew will have access to \$2,500/year, up from \$700/year.
 - o **Managers:** Eligible Managers will have access to \$3,000/year, up from \$1,050.
 - o Participants have a choice for how they apply this funding – whether it be to a community college, four year university or trade school. There is no lifetime cap on tuition assistance – restaurant employees will be able to pursue their education and career passions at their own pace. The new tuition assistance is effective May 1, 2018 and retroactive to January 1, 2018.
- **Lowered Eligibility Requirements:** Increase access to the program by lowering eligibility requirements from nine months to 90 days of employment. In addition, dropping from 20 hours minimum to 15 hours minimum (roughly two full time shifts) per week to enable restaurant employees more time to focus on studies.
- **Extended Services to Families:** Extension of Career Online High School and College Advisory services to restaurant employees' family members through existing educational partners Cengage and Council for Adult and Experiential Learning (CAEL).
- **Additional Resources:** Career exploration resources for eligible restaurant employees to be available later this year.

- **Creation of an International Education Fund:** Grants to provide local initiatives and incentives in global markets to further education advancement programs.

"Since its inception, Archways to Opportunity was meant to match the ambition and drive of restaurant crew with the means and network to help them find success on their own terms," said David Fairhurst, McDonald's Chief People Officer. "By tripling tuition assistance, adding education benefits for family members and lowering eligibility requirements to the equivalent of a summer job, we are sending a signal that if you come work at your local McDonald's, we'll invest in your future."

After launching in the U.S. in 2015, Archways to Opportunity has increased access to education for over 24,000 people and awarded over \$21 million in high school and college tuition assistance. Graduates have received college degrees in Business Administration, Human Resources, Communications, Accounting, Microbiology and more.

"Without the forethought, planning and initiative by all employers, we will not fully prepare today's workforce for tomorrow's economy," said Maria K. Flynn, president and CEO, JFF a national nonprofit that builds educational and economic opportunity for underserved populations in the United States. "McDonald's enhanced offering to employees – and their families – for increased access to further education is the kind of corporate investment that ensures an opportunity for all in the future economy."

"McDonald's is making it easier for workers to access education benefits and they are making those benefits more generous. The fact that they are extending the Career Online High School program and their college advisory services to family members of workers can be game changing for some families," said Jamie Fall, director, The Aspen Institute's Upskill America. "Plus, paying the tuition up-front for workers instead of through a reimbursement process allows far more workers to take advantage of the program. These are all very positive advancements to their Archways to Opportunity program."

About McDonald's

McDonald's is the world's leading global foodservice retailer with over 37,000 locations in 120 markets. Over 90 percent of McDonald's restaurants worldwide are owned and operated by independent local business men and women.

McDonald's® Triples **Archways to Opportunity**® Investment

Extends High School and College Advisory services to restaurant employees' family members with savings from the new U.S. tax law

McDonald's Corporation will **invest \$150 million** over a five-year period toward its Archways to Opportunity education program demonstrating its continued commitment to help people further their career journey. This program provides eligible U.S. employees at participating restaurants an opportunity to earn a high school diploma, receive upfront college tuition assistance, access free education advising services and learn English as a second language. Since launching in the U.S. in 2015, this program has **increased access to education for over 24,000 people** and awarded over **\$21 million** in high school and college tuition assistance.

“Our commitment to education reinforces our ongoing support of the people who play a crucial role in our journey to build a better McDonald's,” said Steve Easterbrook, McDonald's President and CEO. “By offering restaurant employees more opportunities to further their education and pursue their career aspirations, we are helping them find their full potential, whether that's at McDonald's or elsewhere.”

— Steve Easterbrook, McDonald's President and CEO

**\$150
MILLION**

planned investment in
Archways to Opportunity
education programs
over a five-year period



Now eligible after
90 DAYS
of service, working
15 hours* a week

*minimum hours per week to enroll



Extension of Career Online
High School and College
Advisory services to
FAMILY MEMBERS.

Increased tuition
investment for eligible

**CREW
& MANAGERS**



To learn more about the education opportunities available, visit
www.McDonalds.com/Education



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