

BOARD OF SELECTMEN
Edward H. Dlott Meeting Room
AGENDA
May 14, 2018
6:00 PM

Open Session Begins at 7:00 PM

EXECUTIVE SESSION

Real Property

- a. 22 Pleasant Street
- b. Sawin House
- c. 11 Mechanic Street

WHAT'S NEW

CONSENT AGENDA

1. Approve Eisenmenger Memorial Trail Walk - 5/20/18
2. Approve ADESA Boston's Charity Motorcycle Run to Benefit the Juvenile Diabetes Research Fund - 6/3/18
3. Approve Doug Flutie, Jr. Eastern Bank 5K to Benefit the Foundation for Autism - 9/3/18
4. Approve Reynolds Ave Block Party - 5/28/18
5. Approve Use of Town Common by Recreation & Parks for Movies on the Common on Thursdays: 7/12, 7/26, 8/16, & 9/21/18
6. Approve Use of Town Common by Rotary Club for Tour de Natick Bike Ride - 6/17/18
7. Approve Use of Town Common by Morse Institute Stitchers for Worldwide Knit in Public Day - 6/9/18
8. Approve the Rotary Club's Request to Serve Beer and Wine during the Installation Meeting at the Morse Institute Library
9. Accept Donation from Your Town, Your School Committee to Natick Elderly & Disabled Taxation Fund
10. Weekly Warrant Reviews: 5/1/18 & 5/8/18
11. Recommend Nominations to the Leonard Morse Grants Panel
 - a. Mari Barrera
 - b. Chris Banthin

ANNOUNCEMENTS

12. Community Reception to Welcome Town Administrator, Melissa Malone, to Natick
13. Bob Eisenmenger Memorial Trail Walk
14. National Public Works Week Proclamation

CITIZEN'S CONCERNS

APPOINTMENTS

15. Accept the Recommendation of the MathWorks Scholarship Committee Candidates for 2018
 - a. Makiah Bennett
 - b. Matthew Walak
16. Wild Thyme Cafe: Application for a Common Victualer's License
17. Reappointment to the Zoning Board of Appeals Term Ending May 1, 2021
Jason Makofsky
18. Public Hearing: Application for a Farmers Series Brewery Pouring Permit: Barleycorn's
19. Public Hearing: Application for Amendment of Farmers Series Winery Pouring Permit- Lookout Hard Cider, LLC
20. Sustainability Coordinator
 - a. Municipal Vulnerability Program
 - b. Small Business Energy Efficiency Program
21. Director of Public Works
 - a. Five-Year Roadway Improvement Plan Update
 - b. Storm Water Management Oversight Committee
 - c. Pedestrian Facilities Inventory

DISCUSSION AND DECISION

22. Review Administrative Approval of Various Licenses and Permits

COMMITTEE/PROJECT UPDATES

23. Camp Arrowhead Update

SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

TOWN ADMINISTRATOR NOTES

SELECTMEN'S CONCERNS

CORRESPONDENCE

Correspondence 5/14/18

ITEM TITLE: Approve Eisenmenger Memorial Trail Walk - 5/20/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Flyer	5/9/2018	Cover Memo
Press Release	5/9/2018	Cover Memo
Police Approval with Stipulations	5/10/2018	Cover Memo



Original Eisenmenger Trail Dedication Walk, May 18, 2008

Eisenmenger Trail Walk

Sunday, May 20, 2018 at 2:00 pm

Meet at Natick Common

In memory of Bob Eisenmenger (1926-2017)

Marking the 10th anniversary of the Eisenmenger Trail dedication

Join us as we walk from the Natick Common to Coolidge Field and follow the 1.5-mile Eisenmenger Trail to Memorial School. We'll return on alternate branches of the Eisenmenger trail system.

This memorial walk honors Bob Eisenmenger, former Planning Board member, who was instrumental in protecting open space and obtaining easements for this and other trails throughout Natick.

Sponsored by the Natick Open Space Advisory Committee and the First Congregational Church of Natick

For further info contact openspace@natickma.org



Town of Natick
Open Space Advisory Committee
Massachusetts 01760

April 25, 2018

Martin Kessel, Chair
Doug Drenik, Vice-Chair
David Lodding, Clerk
Terri Evans
David Ordway
Douglas Shepard
Mary Stuart

EISENMENGER MEMORIAL WALK SET FOR MAY 20

On Sunday, May 20, 2018 at 2:00 pm, the Natick community is invited to take part in a walk in memory of Bob Eisenmenger along the trail that bears his name. Participants will gather on the Natick Common, walk a half mile to Coolidge Field, and follow the 1.5-mile Eisenmenger Trail through various wooded areas, ending at Memorial School in South Natick. They will return on alternate branches in the trail system.

This walk commemorates the first anniversary of Mr. Eisenmenger's passing, as well as the 10th anniversary of the trail's dedication, which was marked with a similar walk on May 18, 2008. This event, like the original walk, is organized by the First Congregational Church of Natick and Natick's Open Space Advisory Committee.

A visionary planner and champion of trails and open space, Mr. Eisenmenger died on May 24, 2017, at age 90. For 35 years, he served on the Natick Planning Board, where he promoted use of cluster zoning to secure open space and was instrumental in securing trail easements as part of new subdivisions. Several of those easements form a continuous link from Natick Center to South Natick, which the Board of Selectmen designated as the Eisenmenger Trail upon his retirement from the Planning Board in 2007. Bob also served as the Planning Board's representative to the Open Space Advisory Committee for the committee's first seven years.

Please join us on Sunday, May 20.

For further information, contact Martin Kessel, Open Space Advisory Committee at 508-653-5083 or openspace@natickma.org.



Patricia O'Neil <poneil@natickma.org>

Eisenmenger Memorial Walk

20 messages

openspace@natickma.org <openspace@natickma.org>

Fri, May 4, 2018 at 4:46 PM

Reply-To: Martin@thekessels.org

To: selectmen@natickma.org

Attached is information about the Eisenmenger Memorial Walk, which we are conducting on May 20. Could you please distribute these to members of the Board of Selectmen and make a brief announcement at the next meeting?

Martin Kessel, Chair

Open Space Advisory Committee

Martin@TheKessels.org

508-653-5083

2 attachments



Eisenmenger Walk poster final.pdf

37K



Eisenmenger Walk Press Release final.pdf

81K

[Redacted]

[Redacted]

[Redacted]



[Redacted]



[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] text hidden]

Brian Lauzon <lauzon@natickpolice.com>
To: Patricia O'Neil <poneil@natickma.org>
Cc: Martin@thekessels.org, Linda Pinault <lpinault@natickma.org>

Wed, May 9, 2018 at 1:17 PM

All I would need is the time of day, route of travel, and approximately how many people would be involved. It would help if those participants would utilize the sidewalks but I think there may be areas that sidewalks don't exist.

[Quoted text hidden]

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

Wed, May 9, 2018 at 1:22 PM

Hello again. Would you be able to provide us with the route of the walk for the Police Department's information? And I just want to confirm -- the walk is set to begin at 2:00 with approximately 40-50 participants, correct?

On Fri, May 4, 2018 at 4:46 PM, <openspace@natickma.org> wrote:

[Quoted text hidden]

[REDACTED]

Martin Kessel <Martin@thekessels.org>
Reply-To: Martin@thekessels.org
To: Patricia O'Neil <poneil@natickma.org>

Wed, May 9, 2018 at 4:18 PM

Trish,

Yes, your information is correct.

There are many ways to get from the Common to Coolidge Field, but we would take what appears to be the most direct route:

- Go left on Common St.
- In 2 blocks, at the end of Common, go right on Morse St.
- Take the first left on Sherman St. (which appears to have sidewalks)
- Take the first right on Sheridan St. (which also appears to have sidewalks)
- Follow Sheridan St. 2+ blocks to the end, which leads to Coolidge Field and the Coolidge Woods trail kiosk
- Follow the blue arrow markings for the Eisenmenger Trail into the woods
- The trail emerges from the woods and follows an emergency access road (that has a blocked connection to Sundance Way), then crosses Moccasin Path and enters the woods again
- The trail emerges at Rockwood Rd. and follows Rockwood Rd. to its end, where it crosses Woodland St. (the only busy street on the route)
- The trail ends at the Memorial School Parking lot.

The return trip would be the same, except that we would likely take two secondary trails (these trails are marked with red arrows). The only additional street would be to cross the end of the Moccasin Path cul-de-sac.

I hope this answers all the question.

Martin Kessel, Chair

Open Space Advisory Committee

Martin@TheKessels.org

508-653-5083

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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

Thu, May 10, 2018 at 10:21 AM

Trish,

Recommend approval with the request that participants use pedestrian accommodations where available, as the roadways being used are open to vehicular traffic. If the permit (if approved) could be sent to me I will see if an on-duty officer can be scheduled to assist if available.

Respectfully,

Lt. Brian G. Lauzon
[Quoted text hidden]

ITEM TITLE: Approve ADESA Boston's Charity Motorcycle Run to Benefit the Juvenile Diabetes Research Fund - 6/3/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request & Police Approval with Stipulations	5/9/2018	Cover Memo
Flyer	5/9/2018	Cover Memo



Patricia O'Neil <poneil@natickma.org>

FW: 2018 JDRF Flyer

4 messages

Keith R. Strange <KRS@framinghamma.gov>
To: "poneil@natickma.org" <poneil@natickma.org>
Cc: "carrie.barnicle@adesa.com" <carrie.barnicle@adesa.com>

Tue, May 1, 2018 at 1:50 PM

Good afternoon Ms. O'Neil,

Once again Adesa will be doing their charity motorcycle ride for the Juvenile Diabetes Research Fund. They will be seeking a permit for this ride, and if memory serves me correct the Town of Natick needed to discuss this permit in an open forum. I have cc'd the event organizer, Carrie Barnicle of Adesa, on this email. Could you please let us know what is required in order for us to obtain the permit? Thank you in advance for your time and attention to this request.

Sincerely,

Officer Keith Strange

Assistant Safety Officer

Framingham Police

Office: 508-532-5985

From: Neshe, Jack <Jack.Neshe@adesa.com>
Sent: Monday, March 26, 2018 9:55 AM
To: Keith R. Strange <KRS@framinghamma.gov>
Subject: [BULK] FW: 2018 JDRF Flyer
Importance: Low

Hi Keith,

Here is the updated flyer for the ride.

Jack Neshe

General Manager

ADESA Boston

P 508-626-7000

F 508-879-8619

email: jack.neshe@adesa.com

Can't make the sale? Purchase virtually via LiveBlock or 24/7 via DealerBlock on ADESA.com

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From: Barnicle, Carrie
Sent: Monday, March 26, 2018 8:40 AM
To: Boston - Management <us-bost-ed-Management@adesa.com>
Subject: 2018 JDRF Flyer

Good morning everyone! I've attached the flyer for this years' charity run. Please forward this to any of your vendors.

Thanks and have a great day.

Carrie Barnicle

Sr. Executive Admin Assistant

Carrie.Barnicle@adesa.com

Direct Line: 508-270-5401

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JDRF2018MotorcycleRunFlyer.pptx
1095K

To: "Keith R. Strange" <KRS@framinghamma.gov>
Cc: "carrie.barnicle@adesa.com" <carrie.barnicle@adesa.com>

Officer Strange, I will forward this request to our Police Department for their review. From there, it will go to the Board of Selectmen, likely their 5/14 meeting. I will reach out to Carrie following that meeting regarding whether or not the request was approved and let her know what documents we require.

[Quoted text hidden]

--

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

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

Tue, May 1, 2018 at 4:48 PM

Brian, recommendations?

[Quoted text hidden]

--

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



JDRF2018MotorcycleRunFlyer.pptx
1095K

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

Tue, May 1, 2018 at 8:40 PM

Trish,

Recommend approval with the understanding that all rules of the road be obeyed, including the wearing of proper headgear. Additionally, we do not support the blocking of intersections and would like to continue to have that as a condition of the permit.

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]



ADESA Boston's 18th Annual **JDRF** Classic Car Show & Motorcycle Run

Sunday, June 3rd • 9 am – 2 pm • ADESA Boston

63 Western Ave. Framingham, MA 01702

**Music, Food, Raffles, Vendors,
Live Auction, Kid's Activities, and Much More!**

Gates open - 9 AM • Run – 11 AM Sharp!

30 Mile Police Escorted Motorcycle Run

Followed by a Live Auction

w/ Auctioneer Mike Chambers

Event Takes Place Rain or Shine.

100% of Proceeds to Benefit

The Juvenile Diabetes Research foundation

For More Information Please Contact:

Carrie Barnicle at 508.270.5401 or carrie.barnicle@adesa.com

**Food Catered
By
Fulciniti's**

REGISTRATION

Car/Motorcycle \$30*

Passenger \$10

Sponsorship \$200

Vendor Space \$100

***includes lunch and an
event T-shirt**

**Free Child
Finger Printing
Courtesy of
Middlesex
County
Sheriff's Office**





ADESA Boston's 18th Annual **JDRF** Classic Car Show & **Motorcycle Run**

Sunday, June 3rd • 9 am – 2 pm • ADESA Boston

Please check all that apply:

- ☐ \$ 30 Car Registration
- ☐ \$ 30 Motorcycle Registration + \$10/Passenger
- ☐ \$200 Be A Sponsor (includes an event t-shirt with your business/name on it)
- ☐ \$100 Vendor Space
- ☐ Donation \$ _____

Total \$ _____

Name:
Company:
Street:
City, State, Zip Code:
Phone:
E-Mail:

Please make checks payable to "JDRF"

All Donations Are Tax Deductible

Please remit form and payment to:

Carrie Barnicle

63 Western Ave

Framingham, MA 01702



ITEM TITLE: Approve Doug Flutie, Jr. Eastern Bank 5K to Benefit the Foundation for Autism - 9/3/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	5/9/2018	Cover Memo
Police Approval	5/9/2018	Cover Memo



May 1, 2018

Mr. Richard Jennett Jr., Chairman
Natick Board of Selectman
13 East Central Street
Natick, MA 01760

Dear Mr. Jennett,

I am reaching out to you and The Board or Selectman to ask for your consideration to permit The Doug Flutie Jr. Foundation for Autism to host the 18th Annual Eastern Bank Flutie 5k, on Sunday, September 30th, 2018 at 11:20 am.

The race will start and end at MetroWest Medical Center's Leonard Morse campus as it has done so for the past seven years and follow the protocol that has been set forth since moving the race to this venue. The race course has been moved back to it's original start and end and has been approved by the Lieutenant Brian Lauzon.

This is one of Eastern Massachusetts' best family events, supporting the Doug Flutie, Jr. Foundation for Autism, one of the region's most generous and effective autism advocates. The Flutie 5k has raised \$1,000,000 over the years to support educational, therapeutic and recreational interventions for people living with autism. We hope to attract 1000 runners and walkers this year.

I am honored to this year's Race Director and happy to provide the Board with any additional information you may need, please do not hesitate to ask. I look forward to hearing back from you.

With kindest regards,

Colleen Phelps
Founder
STRIVERS Inc.
508-341-7728



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

Tue, May 1, 2018 at 4:50 PM

Brian, recommendations?

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

From: **Colleen Phelps** <colleenhphelps@comcast.net>
Date: Tue, May 1, 2018 at 2:28 PM
Subject: Request for next Board Meeting
To: Patricia O'Neil <poneil@natickma.org>

Dear Trish,

I this could be added to you next Board Meeting , we would be deeply grateful.

My best,

Colleen Phelps
Founder and Coach
STRIVERS Running Club for Girls
<http://striversrunningclub.com/>
www.facebook.com/striversrunningclub
508-341-7728



[Quoted text hidden]

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

Tue, May 1, 2018 at 8:36 PM

Trish,

We would recommend approval. We have in the past, and will continue to partner with the race director on this event.

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]

ITEM TITLE: Approve Reynolds Ave Block Party - 5/28/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request & Police Approval with Stipulations	5/9/2018	Cover Memo



Patricia O'Neil <poneil@natickma.org>

Request for road closure - Memorial Day Block Party

5 messages

Aaron Stevens <azs@bu.edu>

Fri, May 4, 2018 at 1:54 PM

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

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

Dear Ms. O'Neil,

I am writing to request a permit for a temporary road closure for our street, Reynolds Avenue, for our Memorial Day block party on 5/28/18. Would you please add this request to the agenda for an upcoming Board of Selectmen meeting?

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

Thank you for your attention to this matter.

Sincerely,
Aaron
617-510-0743

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

Patricia O'Neil <poneil@natickma.org>

Tue, May 8, 2018 at 1:13 PM

To: Aaron Stevens <azs@bu.edu>

Mr. Stevens, this will be on the Selectmen's May 14th agenda -- you will hear from me shortly after.

[Quoted text hidden]

--

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

Patricia O'Neil <poneil@natickma.org>

Tue, May 8, 2018 at 1:14 PM

To: Brian Lauzon <lauzon@natickpolice.com>

Brian, recommendations?

[Quoted text hidden]

--

Trish O'Neil

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

Aaron Stevens <azs@bu.edu>
To: Patricia O'Neil <poneil@natickma.org>

Tue, May 8, 2018 at 1:18 PM

Thank you!

Aaron
[Quoted text hidden]

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

Wed, May 9, 2018 at 7:22 AM

Trish,

Recommend approval with the following stipulations:

- Public Safety Dispatch (508-647-9500) to be notified when the roadway is going to be closed, and again when it is re-opened. All roadways shall be opened no later than 8pm.
- Nothing be erected or placed in the roadway that cannot be easily removed in the event an emergency response is needed
- Residents in the affected area to be notified in writing prior to the event date
- Nothing be placed on, or around a fire hydrant that cannot be easily moved. Fire hydrants shall not be blocked.

Additionally:

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

Reminder:

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

Respectfully,

Lt. Brian G. Lauzon

On Fri, May 4, 2018 at 1:54 PM, Aaron Stevens <azs@bu.edu> wrote:
[Quoted text hidden]

ITEM TITLE: Approve Use of Town Common by Recreation & Parks for Movies on the Common on Thursdays: 7/12, 7/26, 8/16, & 9/21/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Rec & Parks Commission Approval	5/9/2018	Cover Memo



Natick Recreation and Parks Department

"Create Community through People, Parks and Programs"

To the Board of Selectmen,

Please be informed that at their **Monday, May 7, 2018** meeting the Natick Recreation and Parks Commission voted unanimously in favor of the following request for use of the Common. The Commission is recommending the following to the Board of Selectmen:

- **Natick Recreation and Parks** request to hold their **Movies on the Common** on **Thursday's, July 12, July 26, August 16 and Friday, September 21** from **6:00 - 11:00 pm.**

The Commission recommends **No** user fee.

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

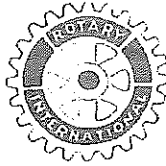
Best Regards,
Linda Pinault

ITEM TITLE: Approve Use of Town Common by Rotary Club for Tour de Natick Bike Ride - 6/17/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	5/10/2018	Cover Memo
Rec & Parks Commission Approval	5/9/2018	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.

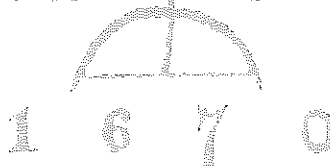
The event will be held "rain or shine" and the start and finish lines will be at the Natick Common. There will be a single 6-mile route. The preride set-up will start between 9:00 a.m. and 9:30 a.m. and the ride will start at 11:00 a.m., with a family cookout, on the Common to follow. We expect the entire event to be finished by 2:00 p.m.

The Tour de Natick will require that all riders wear helmets and sign appropriate waiver commencing the Ride.

This event was approved at 4/30 meeting. Today's vote requires only approval to use Town Common.

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.

Natick Brand



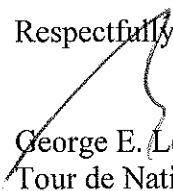
Board of Selectmen
Page Two
March 23, 2018

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



Natick Recreation and Parks Department

"Create Community through People, Parks and Programs"

To the Board of Selectmen,

Please be informed that at their **Monday, May 7, 2018** meeting the Natick Recreation and Parks Commission voted unanimously in favor of the following request for use of the Common. The Commission is recommending the following to the Board of Selectmen:

- **Rotary Club of Natick** request to hold their **Tour de Natick** on the Common on **Sunday, June 17, 2018** from **9:00 am - 2:00 pm**.

The Commission recommends a **\$200** deposit and **\$125** user fee for DPW Services. They are planning to have a cookout after the event so they may need to contact the Fire and Police Departments.

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

Best Regards,
Linda Pinault

ITEM TITLE: Approve Use of Town Common by Morse Institute Stitchers for
Worldwide Knit in Public Day - 6/9/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	5/10/2018	Cover Memo
Rec & Parks Commission Approval	5/10/2018	Cover Memo

February 16, 2018

Natick Recreation and Parks Department
170 Boden Lane
Natick, MA 01760

To Whom It May Concern:

The Morse Stitchers of the Morse Institute Library wish permission to knit on Natick Common in participation of World Wide Knit in Public Day (WWKiPD) on June 9, 2018. WWKiPD purpose is to bring community together through the simple craft of knitting or stitching. Each year this event grows with Natick being one of the 1125 Knit-In-Public events in 54 different countries in 2017.

In the past five years, the Stitchers have gathered behind the bus stop on the common and stitched for two hours, 11 am-1 pm, usually on a project for charity. The Stitchers is a library group that meets the first Saturday of the month. Past WWKiPDs have drawn people from the community as well as the regular members of the group. The average group size is 20-25 people. We need no extra service from the town on this day for we provide our own chairs and tables.

Enclosed is your application. Registration with WWKiPD is required through the organization. We would like register by the end of March and release library publicity at the same time. If you need further information, please contact me.

Looking forward to your approval.

Regards,



Karen Perkins and Fran Weisse
MIL Stitchers co-chairs



Natick Recreation and Parks Department

"Create Community through People, Parks and Programs"

To the Board of Selectmen,

Please be informed that at their **Monday, March 5, 2018** meeting the Natick Recreation and Parks Commission voted unanimously in favor of the following request for use of the Common. The Commission is recommending the following to the Board of Selectmen:

- **Morse Institute Stitchers** request to hold their **World Wide Knit in Public Day** on the Common on **June 9, 2018** from **11:00 am - 1:00 pm**.

The Commission recommends a **N/A** user fee.

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

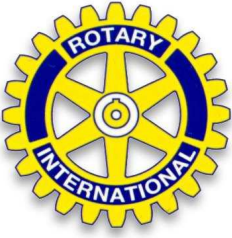
Best Regards,
Linda Pinault

ITEM TITLE: Approve the Rotary Club's Request to Serve Beer and Wine during the Installation Meeting at the Morse Institute Library

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	5/10/2018	Cover Memo
Approval from Morse Library	5/10/2018	Cover Memo



ROTARY CLUB OF NATICK
P.O. BOX 16 NATICK, MA 01760

May 5th, 2018

To the Board of Selectmen,

I am writing to get permission to have beer and wine at our Presidents Installation to be held at the Morse Institute Library again this year.

It will be held on Sunday June 10th, 2018 from 6 PM to 9 PM in the lower level Lebowitz Meeting Hall.

The library will be closed and not open to the public. The Installation will be only for the members of the Rotary Club and their families.

The beer and wine will be purchased by the club and not sold to its members.

Please let me know of your decision and if you have any questions.

Thank you,

Vincent Tingley

Past President, Rotary Club of Natick

508-479-1049

May 9, 2018

Board of Selectmen
Town of Natick
13 E. Central St.
Natick, MA 01760

This letter is in support of the Rotary Club of Natick's request to hold their 2018 Installation of Officers at the Morse Institute Library on Sunday, June 10, 2018. Both I, as library director, and the Library Board of Trustees support this request from the Natick Rotary.

Please call me at 508-647-6523 should you have any questions.

Thank you,



Linda B. Stetson
Library Director

ITEM TITLE: Accept Donation from Your Town, Your School Committee to Natick
Elderly & Disabled Taxation Fund

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Donation	5/10/2018	Cover Memo

April 15, 2018

Town of Natick
13 East Central St
Natick MA 01760

Re: Donation

Enclosed please find check no. 80 in the amount of 696.07, which is intended to be a donation to the Town of Natick from the Your Town Your Schools Committee.

If you have any questions, please contact:

Leah Falzone
Treasurer
Your Town Your Schools
10 Surrey Lane
Natick MA 01760
Email lpfalzone@yahoo.com
Tel. 617-775-7881

ITEM TITLE: Weekly Warrant Reviews: 5/1/18 & 5/8/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
5/1/18	5/9/2018	Cover Memo
5/8/18	5/9/2018	Cover Memo



Office of the Comptroller

Town of Natick
Massachusetts 01760

Date: April 26, 2018

From: Cyndi Tomasetti
Staff Accountant

To: Board of Selectmen

Subject: Warrant Review

In accordance with Board of Selectmen's procedures, the Chairperson was sent the following warrants for review and signature on April 26, 2018

Warrant Type	Warrant Number	Check date	Amount
Payroll	2018-45P	5/1/2018	1,456,618.14
Accounts Payable	201845VB	5/1/2018	4,262.27
Accounts payable	2018-45R	5/1/2018	47,391.45
Accounts payable	2018-45T	5/1/2018	345,328.15
Accounts payable	201845NC	5/1/2018	1,914,273.78

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

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





Office of the Comptroller

Town of Natick
Massachusetts 01760

Date: May 4, 2018

From: Cyndi Tomasetti
Staff Accountant

To: Board of Selectmen

Subject: Warrant Review

In accordance with Board of Selectmen's procedures, the Chairperson was sent the following warrants for review and signature on May 8, 2018

Warrant Type	Warrant Number	Check date	Amount
Payroll	2018-46P	5/8/2018	2,246,419.69
Accounts Payable	2018-46S	5/8/2018	492,306.70
Accounts payable	201846SB	5/8/2018	103,997.82
Accounts payable	201846VB	5/8/2018	4,307.05
Accounts payable	2018-46T	5/8/2018	656,291.77
Accounts payable	201846NC	5/8/2018	380,984.54

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

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



ITEM TITLE: Recommend Nominations to the Leonard Morse Grants Panel
ITEM SUMMARY: a. Mari Barrera
b. Chris Banthin

ATTACHMENTS:

Description	Upload Date	Type
Request for Recommendations	5/10/2018	Cover Memo
Mari Barrera Resume	5/10/2018	Cover Memo
Mari Barrera Application	5/10/2018	Cover Memo
Chris Banthin Application	5/10/2018	Cover Memo

METROWEST HEALTH FOUNDATION

161 Worcester Road, Suite 202
Framingham, MA 01701
508.879.7625 fax: 508.879.7628
www.mwhealth.org

April 30, 2018

Amy K. Mistrot
Chair, Board of Selectmen
Town of Natick
13 East Central Street
Natick, MA 01760

Dear Ms. Mistrot:

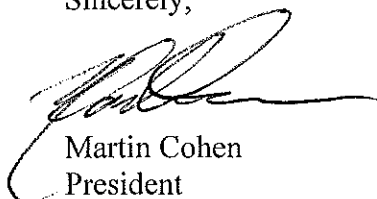
I am writing to inform you that as of June 30, 2018 the current term of Mr. Christopher Banthin and Mari Barrera as members of the Leonard Morse Grants Panel of the MetroWest Health Foundation will expire. According to the Foundation's bylaws, the Natick Board of Selectmen must nominate Natick residents to be considered by the Foundation's Board of Trustees for these two positions.

Both Mr. Banthin and Ms. Barrera are eligible to serve an additional three-year term. I have asked them to inform the Board of Selectmen directly if they wish to be re-nominated to the Panel.

We invite the Natick Board of Selectmen to suggest the names of Natick residents that our nominating committee could consider for these positions. Letters of nomination should be sent Anna Cross, chair of the nominating committee at the above address. A position description for the Leonard Morse Grant Panel is also enclosed. If you have any questions, or if perspective candidates have questions about the work of the Grants Panel and the Foundation, please do not hesitate to contact me at 508-879-7625.

We look forward to receiving nominations from the Town.

Sincerely,



Martin Cohen
President

cc: Marie Barrera
Christopher Banthin

The Metrowest Health Foundation is an independent philanthropy addressing the health needs of the following communities:
Ashland, Bellingham, Dover, Framingham, Franklin, Holliston, Hopedale, Hopkinton, Hudson, Marlborough, Medfield, Medway, Mendon,
Milford, Millis, Natick, Needham, Norfolk, Northborough, Sherborn, Southborough, Sudbury, Wayland, Wellesley and Westborough.

METROWEST HEALTH FOUNDATION

Position Description

Position Title: **Leonard Morse Grants Panel Member**

Brief Description of Duties:

The five-member Leonard Morse Grants Panel oversees the distribution of certain restricted funds of the MetroWest Health Foundation which may, but need not be, exclusively focused on the needs of the Natick community. The Panel is responsible for ensuring that the use of these funds is in keeping with the mission and purposes of the Foundation, and is directed to meeting the unmet health needs of the Natick community.

Minimum Requirements:

Leonard Morse Grants Panel Members shall possess the skills and experience which can contribute to the purpose and mission of the Panel and Foundation. The Panel shall have a diversity of exposure and interests so as to reflect the broad interests of the Natick community. No Panel member shall represent any particular group or special interests except only the broad interests of the Natick community.

Specific Duties:

- To become and remain familiar with the work, policies, and programs of the Panel and Foundation.
- To become and remain familiar with issues related to the health of the community, including unmet health needs, and the role of philanthropy in society.
- To bring to the attention of the Panel and Foundation community health issues and concerns which the Panel may wish to address.
- To read, review, score, discuss, and make recommendations regarding grant applications and proposals that are brought before the Panel.
- To assist the Foundation in monitoring grants and programs funded through the resources of the Panel.

BARRERA CONSULTING

Principal

2014-present

Provide advice and counsel to philanthropic individuals and institutions. Assist clients with strategic planning; issue area research and analysis; development and execution of grant programs; and all aspects of foundation governance and operations.

Examples of results for clients:

- Led nonprofit start-up for a group of philanthropists; hired and managed staff, led efforts to engage community partners in Boston, and helped raise additional funds to grow an evidence-based parenting support program aimed at reducing the achievement gap in school and life.
- Synthesized outcomes and lessons from a decade-long grant program to support youth arts organizations in greater Boston; led a team of youth arts leaders in presenting these lessons to audiences around the country. Developed content for a new website to share the program's strategies with a national audience.
- Assisted a donor in establishing a new family foundation; developed initial policies and procedures, researched program areas, prepared board dockets, and executed the foundation's first grants.
- Conducted interviews with key stakeholders and summarized the findings for presentation to a national convening of leaders to expand mentoring programs for opportunity youth.

EOS FOUNDATION

2008-2014

Vice President

Managed grantmaking for a family foundation committed to breaking the cycle of poverty by investing in children's futures. Led efforts to identify new grantees for the Foundation's portfolio and managed the development of a new initiative to combat childhood hunger in Massachusetts.

Accomplishments:

- Designed framework and initiated research for a new anti-hunger grant program; worked with other Foundation leaders to develop a statewide strategy designed to ensure all low-income children in Massachusetts would have access to healthy meals in and out of school.
- Managed a statewide RFP process to select school districts for grants to start or expand breakfast in the classroom, and facilitated a learning community of food service directors from selected districts.
- Organized a donor collaborative to address emergency assistance needs of Massachusetts residents, starting with \$1.1 million from three partners in 2009 and growing to \$13 million from 51 partners in 2014; grants were made primarily to provide food, fuel, and housing assistance in the winter months.
- Represented the Foundation on the Leadership and Executive Committees for Thrive in Five, an initiative developed by the City of Boston and the United Way of Mass Bay to ensure kindergarten readiness for all children in Boston; participated in search for and oversight of the initiative's founding executive director.

HIGHLAND STREET FOUNDATION

2006-2008

Executive Director

Directed all aspects of grantmaking, program implementation, and administration for a large family foundation. Worked closely with two generations of the family to implement their individual and collective philanthropic visions and managed relationships with grantee organizations.

Accomplishments:

- Directed a complete reorganization of the Foundation's structure and practices, including hiring and training new staff in almost every position.
- Re-established the Foundation's public presence and direct engagement with the Home Funders collaborative and other programs, and initiated efforts to create new opportunities for partnerships with other grantmakers.
- Developed and implemented governance policies and procedures; streamlined grantmaking and financial systems to ensure timely disbursement of grants and accurate record keeping for audit and historical purposes.
- Led trustees through a branding process that resulted in a new logo, collateral materials, and website for the Foundation.

HUNT ALTERNATIVES FUND**2001-2006*****Deputy Director (from July 2003)***

Oversaw the development of new domestic grantmaking programs and assisted with the management of an international operating program for Ambassador Swanee Hunt's family foundation; worked closely with the executive director and board chair to chart the Fund's strategic direction and implement the board's vision.

Accomplishments:

- Hired and supervised multiple staff, including managers and support staff for grantmaking programs, managers for a network of international women peace builders, and manager for all aspects of the Fund's communications and public relations efforts.
- Launched a new civic engagement program in partnership with Ashoka, a global network of leading social entrepreneurs; served as primary liaison between Ashoka Fellows and the Fund. Managed a national nominations process to expand the program to include emerging social movement leaders around the country.
- As communications coordinator (2001-02) and manager (2002-03), developed program's brand identity; oversaw creation of related collateral pieces; managed message development, writing, and editing of all program materials and website content.

NONPROFIT FUND DEVELOPMENT**1995-2000**

Served as development director for nonprofit organizations based in Massachusetts:

- MetroWest YMCA: Managed foundation relations and annual fund drive for a regional YMCA; assisted with feasibility study for a capital campaign.
- Resolve: Managed fundraising efforts with major donors and foundations for a national consumer health association; organized successful annual fundraising gala.
- New England Historic Genealogical Society: Worked closely with executive director to meet capital campaign goals for a national family history library; expanded annual fund and planned giving programs.

COMMUNITY ORGANIZING**1986-1995**

Worked as community organizer on social justice and environmental issues:

- Corpus Christi Bay National Estuary Program: Staffed the environmental planning program's Citizen's Advisory Council, developed public outreach strategy, created promotional materials, and managed media for the urban center and surrounding rural communities for a 12-county area in South Texas.
- Industrial Areas Foundation: Worked with neighborhood leaders in San Antonio and Houston to implement leadership development programs, help them develop strategies for improving conditions in low- and moderate-income neighborhoods, and organize public meetings with elected officials. Conducted research on public policy issues and prepared grant proposals for foundations and individual donors.
- Neighbor to Neighbor: Served as campaign director for California-based national political action organization. Developed strategies for electoral and issue campaigns, trained and directed staff and volunteers, and raised funds to support organizing work.

EDUCATION

- University of Connecticut: B.A. in Political Science; honors graduate.
- Université de Rouen, France (Foreign Study Program): Diplome Supérieure d'Etudes Francaises.

COMMUNITY SERVICE (current)

- Full Frame Initiative: immediate past board chair for a national nonprofit dedicated to breaking cycles of poverty and violence through systems change by helping social service agencies and organizations surmount barriers to effectively supporting people faced with multiple challenges.
- Associated Grant Makers: past board chair for the Massachusetts association of philanthropists.
- MetroWest Health Foundation: member, Leonard Morse Grants Panel.



Committee Application Form

Town of Natick
Board of Selectmen / Town Administrator
13 East Central Street
Natick, MA 01760
(508) 647-6410
selectmen@natickma.org

Thank you for your interest in serving the Town of Natick. Please use this form for appointments made by the Board of Selectmen or the Town Administrator. You may also provide a letter and/or resumé. After we receive your application, you will be contacted regarding next steps.

Position applied for: Leonard Morse Grants Panel - MetroWest Health Foundation

Please check if this is a ☐ new appointment or ☒ reappointment

Name: Mei Brennan Barrera

Address: 7 Tibbets Street Natick

Phone: 508 989 8293

Email (optional): mei@barreraconsulting.com

Relevant experience: 30 years as a leader in the philanthropic and nonprofit sector. Experiences as a grantmaker on health-related issues (childhood hunger)

Relevant education: BA

Please check if you... ☒ are familiar with the State Ethics Law

☐ have attended a State Ethics Law seminar

Please check if you are enclosing a ☐ letter and/or a ☒ resumé

Signature: Mei Brennan Barrera

Send to Board of Selectmen, 13 East Central Street, Natick MA 01760; fax (508) 647-6401



Committee Application Form

Town of Natick
Board of Selectmen / Town Administrator
13 East Central Street
Natick, MA 01760
(508) 647-6410
selectmen@natickma.org

Thank you for your interest in serving the Town of Natick. Please use this form for appointments made by the Board of Selectmen or the Town Administrator. You may also provide a letter and/or resumé. After we receive your application, you will be contacted regarding next steps.

Position applied for: Leonard Meric Grants Panelist

Please check if this is a ☐ new appointment or ☒ reappointment

Name: Christopher Bonthron

Address: 22 Sawin Street, Natick

Phone: (617) 842-1970

Email (optional): _____


Relevant experience: Served 2 terms on the Panel.
Practice public health law.

Relevant education: BA & JD

Please check if you.... ☐ are familiar with the State Ethics Law

☐ have attended a State Ethics Law seminar

Please check if you are enclosing a ☐ letter and/or a ☐ resumé

Signature: 

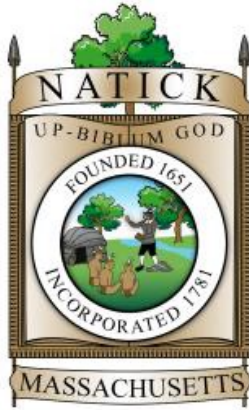
Send to Board of Selectmen, 13 East Central Street, Natick MA 01760; fax (508) 647-6401

ITEM TITLE: Community Reception to Welcome Town Administrator, Melissa Malone,
to Natick

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Invitation	5/14/2018	Cover Memo



The Natick Board of Selectmen
cordially invites all Natick citizens
to a reception to meet
Melissa Malone, Town Administrator,
and welcome her to the Natick community.

Thursday, June 7th

7:00-9:00 pm

Community Senior Center

This is intended to be a drop-in event to allow
as many members of the community to attend
as citizens' schedules allow.

Light refreshments will be served

ITEM TITLE: Bob Eisenmenger Memorial Trail Walk

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Flyer	5/10/2018	Cover Memo
Press Release	5/10/2018	Cover Memo



Original Eisenmenger Trail Dedication Walk, May 18, 2008

Eisenmenger Trail Walk

Sunday, May 20, 2018 at 2:00 pm

Meet at Natick Common

In memory of Bob Eisenmenger (1926-2017)

Marking the 10th anniversary of the Eisenmenger Trail dedication

Join us as we walk from the Natick Common to Coolidge Field and follow the 1.5-mile Eisenmenger Trail to Memorial School. We'll return on alternate branches of the Eisenmenger trail system.

This memorial walk honors Bob Eisenmenger, former Planning Board member, who was instrumental in protecting open space and obtaining easements for this and other trails throughout Natick.

Sponsored by the Natick Open Space Advisory Committee and the First Congregational Church of Natick

For further info contact openspace@natickma.org



Town of Natick
Open Space Advisory Committee
Massachusetts 01760

April 25, 2018

Martin Kessel, Chair
Doug Drenik, Vice-Chair
David Lodding, Clerk
Terri Evans
David Ordway
Douglas Shepard
Mary Stuart

EISENMENGER MEMORIAL WALK SET FOR MAY 20

On Sunday, May 20, 2018 at 2:00 pm, the Natick community is invited to take part in a walk in memory of Bob Eisenmenger along the trail that bears his name. Participants will gather on the Natick Common, walk a half mile to Coolidge Field, and follow the 1.5-mile Eisenmenger Trail through various wooded areas, ending at Memorial School in South Natick. They will return on alternate branches in the trail system.

This walk commemorates the first anniversary of Mr. Eisenmenger's passing, as well as the 10th anniversary of the trail's dedication, which was marked with a similar walk on May 18, 2008. This event, like the original walk, is organized by the First Congregational Church of Natick and Natick's Open Space Advisory Committee.

A visionary planner and champion of trails and open space, Mr. Eisenmenger died on May 24, 2017, at age 90. For 35 years, he served on the Natick Planning Board, where he promoted use of cluster zoning to secure open space and was instrumental in securing trail easements as part of new subdivisions. Several of those easements form a continuous link from Natick Center to South Natick, which the Board of Selectmen designated as the Eisenmenger Trail upon his retirement from the Planning Board in 2007. Bob also served as the Planning Board's representative to the Open Space Advisory Committee for the committee's first seven years.

Please join us on Sunday, May 20.

For further information, contact Martin Kessel, Open Space Advisory Committee at 508-653-5083 or openspace@natickma.org.

ITEM TITLE: National Public Works Week Proclamation

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	5/10/2018	Cover Memo

**A TOWN OF NATICK RESOLUTION
IN RECOGNITION OF**

NATIONAL PUBLIC WORKS WEEK

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, storm water, streets and sidewalks, land facilities, engineering, snow and ice removal, municipal energy, and solid waste collection; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

NOW, THEREFORE, BE IT RESOLVED that the Board of Selectmen of the Town of Natick do hereby proclaim the week of May 20 to 26, 2018 as "National Public Works Week" in The Town of Natick, and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the Town of Natick to be affixed on this 14th day of May, 2018.

Amy K. Mistrat, Chair

Susan G. Salamoff, Vice Chair

Michael J. Hickey, Jr., Clerk

Jonathan Freedman

Richard P. Jennett, Jr.

ITEM TITLE: Accept the Recommendation of the MathWorks Scholarship Committee
Candidates for 2018

ITEM SUMMARY: a. Makiah Bennett
b. Matthew Walak

ATTACHMENTS:

Description	Upload Date	Type
Mathworks Report-May 2018	5/14/2018	Cover Memo

The MathWorks Scholarship Committee

Report - May 2018

Committee Chair: Lenore Freitas

Committee Members: Sarah Burr, Gregg Cohen, Brian Fay

The scholarship committee would like to start by thanking Mathworks for their generous support of Natick students. We are continually grateful for the commitment that Mathworks has shown our community.

As in prior years the MathWorks Scholarship selection process was a challenge. This year in our application pool, we had 23 candidates, including 17 students from Natick High School and 6 from private and charter schools.

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

Although it was a difficult decision, the committee identified two students whom we would like to recommend for the MathWorks award. These students are Makiah Bennett and Matthew Walak.

Makiah Bennett is a senior at Natick High School. Makiah is one of the top students in his class. He has taken an impressive course load which included, 11 AP classes and 2 additional math classes above AP calculus. Outside of class Makiah has spent much of his time working with the Natick High School Robotics team as the lead programmer. He was also accepted into the MIT PRIMES program where he worked on a research project with PhD candidate. Additionally, Makiah is a member of both the Science Bowl and Math Team at Natick High.

Matthew Walak is a senior at Natick High School. While being ranked as one of the top students in his class Matthew took 10 AP classes and Multivariable Calculus. While maintaining a difficult course load Matthew was elected captain of track team and holds 5 school records. Additionally Matthew led a group of 27 in an effort to successfully get into the Guinness Book of world records and used this effort raise over \$4,000 for charity. Outside of those efforts Matthew has competed in computer coding competitions, plays the trumpet and piano and has been a commercial actor.

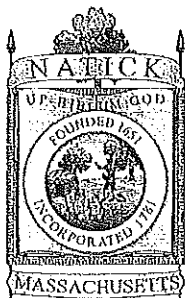
It is with great pleasure that we recommend these students for the MathWorks scholarships. Their commitment and passion for learning will ensure their success at college and beyond.

ITEM TITLE: Wild Thyme Cafe: Application for a Common Victualer's License

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Application	5/10/2018	Cover Memo
Police Recommendation	5/10/2018	Cover Memo



Office Use Only:
Date Pmt Rec'd: 4/17 Fee Paid: \$ 75 Check No: 0991
Does application meet all applicable zoning by-laws? _____

TOWN OF NATICK

COMMON VICTUALER LICENSE APPLICATION

For Calendar Year 2018

Date Submitted 4-17-18

☒ 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:

Wild Thyme Cafe, LLC

Name of Establishment (d/b/a) WILD THYME CAFE

Address of Establishment 6 Wethersfield Road, Natick MA

Mailing address (if different from establishment) 58 Williams Rd

Lexington, MA 02420

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

Anthony Bonfa

Email Address afbonfa@gmail.com

Phone 617 416 6849

Manager of Establishment Kathleen M. A. Bonfa

Email Address kbonfa@gmail.com

Phone 781 392 7689

If Business is a Corporation, Corporate Name and Officers _____

If Business is an LLC, List of Members

Anthony Bonfa, Kathleen Bonfa

RECEIVED

APR 17 2018

BOARD OF SELECTMEN
NATICK, MA

Establishment's Days and Hours of Operation Sun - Saturday 8-3 pm
Number of Staff 4 (est) Number of Seats 50
Has a Certificate of Occupancy been issued? yes If not, expected date of Issuance _____
Have Board of Health Permits been Issued? pending If not, expected date of Issuance 4/24

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

Applicant's Social Security Number or Employee I.D. Number ~~82-4985886~~
Date of Birth owner K. Bonfa 5/22/1978
owner A Bonfa 7/17/1971

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 Kathleen M.A. Bonfa, Manager Date _____
By Corporate Officer [Signature] Date 4/17/18
(If applicable)

Please submit the following with your application:

- ✓ 1. Proof of Workers Compensation Insurance (if applicable)
- ✓ 2. Workers' Compensation Insurance Affidavit
- 3. Set of floor plans and site plan*** (If renewing a license and changes have been made to the premises in the previous 12 months, a revised set of floor plans and site plan must be submitted)
- ✓ 4. List of equipment and estimated cost***
- ✓ 5. Copy of Bill of Sale or Lease Agreement***
- ✓ 6. If a Corporation, a copy of Articles of Organization; if an LLC, a copy of the Membership Agreement and list of members***
- 7. \$75.00 Application fee (checks made payable to the Town of Natick)

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

Cooking Equipment List with replacement cost - does not include building mechanics including vent, walk ins, TVs, printers or POS system

- (1) Toastmaster 36" thermostatic griddle - \$754
- (1) 12" dual burners - \$342
- (1) Pitco 40 lb fryer - \$745
- (1) 15" chargrill - \$619
- (1) Fagor 60" megatop sandwich prep unit - \$2100
- (1) Fagor 24" megatop sandwich prep unit - \$1500
- (1) Avanco dual commercial panini grill - \$700
- (1) Waring half size commercial electric oven - \$700
- (1) Waring 4 slice commercial toaster - \$174
- (1) Waring 64 oz blender - \$320
- (1) Oster 14 cup food processor - \$139
- (1) Waring heavy duty immersion blender - \$342
- (1) commercial digital scale - \$299
- (2) Newco 3 burner coffee maker - \$615 each
- (1) single door commercial upright cooler - \$899
- (1) single pass through commercial cooler - \$899
- (1) double sliding door beverage cooler - \$1599



WILDTHY-01

KREDMOND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/13/2018

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

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

PRODUCER Deland, Gibson Insurance Associates, Inc. 36 Washington Street Wellesley Hills, MA 02481	CONTACT NAME: Kathleen Redmond		
	PHONE (A/C, No, Ext): 7621	FAX (A/C, No):	
	E-MAIL ADDRESS: kredmond@delandgibson.com		
INSURED Wild Thyme Cafe, LLC 6 Wethersfield Road Natick, MA 01760	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : NorGuard Insurance Company		31470
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WIWC900336	04/12/2018	04/12/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Town of Natick
Town Hall
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

Charles W. Giron

Letter of Intent to
lease premises

Letter of Intent – 6A Wethersfield Road, Natick MA

April 13, 2018

Kathleen Bonfa
Wild Thyme Café, LLC
58 Williams Road
Lexington, MA 02420

Dear Ms. Bonfa:

This letter sets forth the terms of a proposed Lease between A & W Investment Trust ("Landlord"), as Landlord, and Wild Thyme Café, LLC, as Tenant.

DEMISED PREMISES: The unit known as 6A Wethersfield Road, Natick, MA with approximately 1200 square feet (the "Premises").

ORIGINAL TERM: Five (5) years.

COMMENCEMENT DATE: May 1, 2018 or earlier, at Tenant's Election, following Tenant's purchase of the assets of existing tenant, owner of Fusion Café.

RENTAL RATE: Minimum Monthly Rent. The annual and monthly rent payable by the Tenant during the Term shall be as follows:

<u>Lease Year</u>	<u>Date(s)</u>	<u>Annual Rent</u>	<u>Monthly Installments</u>
1	5-1-2018 – 4-30-2019	\$36,000.00	\$3,000.00
2	5-1-2019 – 4-30-2020	\$37,200.00	\$3,100.00
3	5-1-2020 – 4-30-2021	\$38,400.00	\$3,200.00
4	5-1-2021 – 4-30-2022	\$39,600.00	\$3,300.00
5	5-1-2022 – 4-30-2023	\$40,800.00	\$3,400.00

EXTENSION OPTION: Tenant shall have an option to extend the term of the lease for one five (5) year period at the then current fair market rent by written notice to Landlord at least three hundred sixty five (365) days prior to the expiration of the original term.

TAXES AND OPERATING EXPENSES: Tenant shall pay its proportionate share of real estate taxes and operating expenses.

SECURITY DEPOSIT: \$10,000

PERSONAL GUARANTEES: Kathleen Bonfa and Anthony Bonfa, limited to a total combined amount of \$40,000.

WILD THYME CAFE, LLC

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

This Limited Liability Company Operating Agreement (this "Agreement"), dated as of the 12th day of April, 2018 made by Kathleen M.A. Bonfa as Manager (the "Manager") and Kathleen M.A. Bonfa and Anthony F. Bonfa as the Members (the "Members") of WILD THYME CAFE, LLC, a Massachusetts limited liability company (the "LLC"), having a business address of 58 Williams Road, Lexington, Massachusetts 02420.

WHEREAS, the LLC was formed pursuant to the Massachusetts Limited Liability Company Act (the "Act") by the filing on March 26, 2018 of the Certificate of Organization in the office of the Secretary of the Commonwealth of Massachusetts and this Operating Agreement, dated April 12th, 2018.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereto hereby agree as follows:

1. Management.

(a) The LLC shall be managed by the Members Anthony F. Bonfa and Kathleen M.A. Bonfa. If either of the foregoing persons shall cease to serve as a manager for any reason, the remaining person shall serve alone as manager. The Members shall have the authority to (i) exercise all the powers and privileges granted by the Act or any other law or this Agreement, together with any powers incidental thereto (including without limitation the authority to borrow money, encumber the assets of the LLC and otherwise obtain credit and other financial accommodations on behalf of the LLC, and to sign and deliver on behalf of the LLC all documents necessary or desirable in transacting the business of the LLC), so far as such powers are necessary or convenient to the conduct, promotion or attainment of the business, trade, purposes or activities of the LLC and (ii) to take any other action not prohibited under the Act or other applicable law.

(b) All decisions of the Members respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the LLC shall be made by them, acting unanimously

2. Capital Contributions, Capital Accounts and Liability of Members.

(a) The Members have contributed to the capital of the LLC the assets set forth opposite such Member's name on Schedule A attached hereto. Additional capital contributions may be made by any Member if agreed to by the Manager and shall be reflected on Schedule A attached hereto.

(b) Except as otherwise provided in this Section 2, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or to be repaid any capital contributed by it or to receive any other payment in respect of its interest in the LLC, including without limitation as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.

(c) A separate capital account shall be established for each Member, and shall be maintained in accordance with applicable regulations under the Internal Revenue Code of 1986, as amended (the "Code"). To the extent consistent with such regulations, there shall be credited to each Member's capital account the amount of any contribution of capital made by such Member to the LLC, and such Member's share of the net profits of the LLC, and there shall be charged against each Member's capital account the amount of all distributions to such Member, and such Member's share of the net losses of the LLC.

(d) The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their capital contributions; provided, however, that under applicable law, the Members may under certain circumstances be liable to the LLC to the extent of previous distributions made to them in the event that the LLC does not have sufficient assets to discharge its liabilities. No Member, in his, her or its capacity as a Member (or, if applicable, as a Manager), shall have any liability to restore any negative balance in his, her or its Capital Account. In no event shall any Member, in his, her or its capacity as a Member, be personally liable for any liabilities or obligations of the LLC.

3. Return of Contributions. The contribution of each Member is to be returned to such Member only upon the termination and liquidation of the LLC, but contributions may be returned prior to such time if agreed upon by the Manager.

4. Share of Profits and Other Items.

(a) The net profits, net losses, net cash flow and net proceeds of any sale or refinancing of any property of the LLC or upon liquidation of the LLC shall be allocated among the Members according to the Percentage Interests of each Member. Subject to the foregoing, distributions to the Members shall be made at such times and in such amounts as the Manager shall determine.

(b) Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for reporting on the LLC's federal income tax return. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Code and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share in net profits and net losses.

5. Substitution and Assignment of a Member's Interest. No Member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court, such Member's interest in the LLC or any part thereof, or in all or any part of the assets of the LLC, without the consent of the other Member, and any purported assignment without such consent shall be null and void and of no effect whatsoever.

6. Admission of Additional Members. Additional Members may be admitted to the LLC if agreed to by the Manager.

7. Priorities. No Member shall have any rights or priority over any other Members as to contributions or as to distributions or compensation by way of income.

8. Continuation of the LLC. The Manager may continue the business of the LLC upon the occurrence of any event which constitutes an event of dissolution of an LLC under the Act by electing to do so within 90 days after the occurrence of any of such event.

9. Termination of Membership; Return of Capital. No Member may terminate his, her or its membership in the LLC or have any right to distributions respecting his, her or its membership interest (upon withdrawal or resignation from the LLC or otherwise) except as expressly set forth herein. No Member shall have the right to demand or receive property other than cash in return for such Member's contribution.

10. Books and Records; Bank Accounts.

(a) The Manager shall cause the LLC to keep just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the principal place of business of the LLC, or at such other place as the Manager shall determine, and all Members, and their duly authorized representatives, shall at all reasonable times have access to such books. Within 120 days after the end of each fiscal year of the LLC, each Member shall be furnished with financial statements which shall contain a balance sheet as of the end of the fiscal year and statements of income and cash flows for such fiscal year. Any Member may, at any time, at his, her or its own expense, cause an audit or review of the LLC books to be made by a certified public accountant of his, her or its own selection.

(b) Such books shall be kept on the accrual method of accounting, or on such other method of accounting as the Manager may from time to time determine, and shall be closed and balanced as of December 31 in each year. The same method of accounting shall be used for both LLC accounting and tax purposes. The fiscal year of the LLC shall be the calendar year.

(c) The Manager shall cause the LLC to maintain one or more accounts in a bank (or banks) which is a member of the FDIC, which accounts shall be used for the payment of the expenditures incurred by the Manager in connection with the business of the LLC, and in which shall be deposited any and all cash receipts. All such amounts shall be and remain the property of the LLC, and shall be received, held and disbursed by the Manager for the purposes specified in this Agreement.

(d) Anthony F. Bonfa shall be the "tax matters partner" of the LLC for purposes of the Code.

11. Indemnity; Other Business.

(a) Each Member shall be entitled to indemnity from the LLC for any liability incurred and/or for any act performed by them within the scope of the authority conferred on them by this Agreement, and/or for any act omitted to be performed, except for their gross negligence or willful misconduct, which indemnification shall include all reasonable expenses incurred, including reasonable legal and other professional fees and expenses.

(b) The Members may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, including serving as managers and general partners of other limited liability companies and partnerships with purposes similar to those of the LLC. Neither the LLC nor any other Member or Manager shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

12. Miscellaneous.

(a) Subject to the restrictions on transfers set forth herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors-in-title, heirs and assigns, and each and every successor-in-interest to any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure or any other method, shall hold such interest subject to all of the terms and provisions of this Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the LLC other than a Member who is such a creditor of the LLC.

(b) No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by the Members.

(c) This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

(d) This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the Members notwithstanding that all Members have not signed the same counterpart.

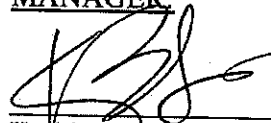
(e) Any and all notices under this Agreement shall be effective (i) on the fourth business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (ii) on the first business day after being sent by express mail, telecopy, or commercial expedited delivery service providing a receipt for delivery. All such notices in order to be effective shall be addressed, if to the LLC at its registered office under the Act, if to a Member at the last address of record on the LLC books, and copies of such notices shall also be sent to the last address for the recipient which is known to the sender, if different from the address so specified.

(f) This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[Signatures follow]


IN WITNESS WHEREOF, the Manager and the Members have signed and sworn to this Agreement as of the date first above written.

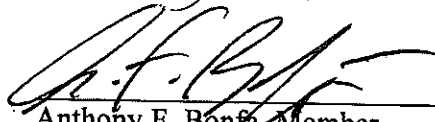
MANAGER:



Kathleen M.A. Bonfa, Manager

MEMBERS:



Kathleen M.A. Bonfa, Member

Anthony F. Bonfa, Member

Schedule A

Schedule of Membership

<u>Name</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Kathleen M.A. Bonfa	\$100	50%
Anthony F. Bonfa	\$100	50%



Donna Donovan <ddonovan@natickma.org>

Re: Wild Thyme

1 message

Brian Lauzon <lauzon@natickpolice.com>

Thu, Apr 19, 2018 at 12:33 PM

To: Donna Donovan <ddonovan@natickma.org>

Donna,

After review we would recommend that the BOS approve this application.

Respectfully,

Lt. Brian G. Lauzon

On Thu, Apr 19, 2018 at 9:59 AM, Donna Donovan <ddonovan@natickma.org> wrote:

Hi Brian,

Attached is a new CV application.

Thank you.

Donna Donovan
Senior Executive Assistant
Town of Natick
508-647-6410

ITEM TITLE: Reappointment to the Zoning Board of Appeals Term Ending May 1, 2021
ITEM SUMMARY: Jason Makofsky

ATTACHMENTS:

Description	Upload Date	Type
ZBA Packet	4/26/2018	Cover Memo
Objection to Appointment	5/14/2018	Cover Memo
Jason Makofsky-Response	5/14/2018	Cover Memo
Map	5/14/2018	Cover Memo



ZONING BOARD OF APPEALS

BOARD DETAILS



OVERVIEW



SIZE 8 Seats



TERM LENGTH 36 Months



TERM LIMIT N/A

Overview

The Zoning Board of Appeals consists of 5 regular members and 3 associate members, all appointed by the Board of Selectmen. Five members sit on each case brought before the Board. They have the power to hear and decide the following petitions:

Appeals from decisions of the Building Inspector

Special Permits as allowed within the Natick Zoning Bylaws

Variances from the Natick Zoning Bylaws
Appeals in accordance with Section 8 of Chapter 40A of Massachusetts General Laws

Variances for commercial and residential properties



DETAILS

ENACTING RESOLUTION

ENACTING RESOLUTION
WEBSITE



ZONING BOARD OF APPEALS

BOARD ROSTER



KATHERINE M DURRANE

2nd Term May 02, 2017 - May 02, 2020

Appointing Authority Board of Selectmen

Position Member



DAIVA IZBICKAS VERSELIS

2nd Term May 02, 2017 - May 02, 2020

Appointing Authority Board of Selectmen

Position Member



DAVID R. JACKOWITZ

2nd Term May 02, 2016 - May 01, 2019

Appointing Authority Board of Selectmen

Position Vice-Chairman



SCOTT W. LANDGREN

4th Term May 02, 2016 - May 01, 2019

Appointing Authority Board of Selectmen

Position Chairman



GEOFFREY S LEWIS

1st Term May 01, 2017 - May 01, 2018

Appointing Authority Board of Selectmen

Position Member



JASON P. MAKOFSY

1st Term Jul 01, 2015 - May 01, 2018

Appointing Authority Board of Selectmen

Position Member



ROBERT K. STECKBECK

2nd Term May 02, 2016 - May 01, 2019

Appointing Authority Board of Selectmen

Position Associate Member



VACANCY

Profile

Jason

First Name

P.

Middle Initial

Makofsy

Last Name

makofskyjp@cdmsmith.com

Email Address

14 Dartmouth Street

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What district do you live in? *

☒ Precinct 5

Home: (508) 423-4660

Primary Phone

Home:

Alternate Phone

CDM SMITH

Employer

SENIOR LEGAL COUNSEL

Job Title

Which Boards would you like to apply for?

Zoning Board of Appeals: Submitted

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☒ Yes ☐ No

Have you ever served on a board, committee, or commission in the Town of Natick?

☒ Yes ☐ No

If yes, please list name(s) of board, committee or commissions, along with date(s) of service:

CONSERVATION COMMISSION; ZBA; WILSON MIDDLE SCHOOL BUILDING COMMITTEE

Interests & Experiences

Why are you interested in serving on a board or commission? Are there any changes you would like to see to these boards, committees and/or commissions?

To continue to review applications for relief from the zoning by-laws; to assist residents with their permitting needs.

Are you a graduate of the Natick Community Services Citizen's Leadership Academy?

☐ Yes ☒ No

Please list any skills or specialized knowledge you can bring to these boards, committees and/or commissions.

Licensed attorney, licenced professional civil engineer.

Please list any professional affiliations.

Let us know what other specialized interests or hobbies you might have.

Upload a Resume

Profile

Geoffrey

First Name

S

Middle Initial

Lewis

Last Name

bostongeoff@gmail.com

Email Address

6 Avon Street

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What district do you live in? *

☒ Precinct 9

Mobile: (617) 780-7804

Primary Phone

Home:

Alternate Phone

Colliers International

Employer

Vice President

Job Title

Which Boards would you like to apply for?

Zoning Board of Appeals: Submitted

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☒ Yes ☐ No

Have you ever served on a board, committee, or commission in the Town of Natick?

☒ Yes ☐ No

If yes, please list name(s) of board, committee or commissions, along with date(s) of service:

Member of Zoning Board of Appeals, June 2017 to present Town Meeting Member April 2010-April 2011
Parking Advisory Committee December 2015-June 2016 Affordable Housing Trust Fund December 2015-June 2016

Interests & Experiences

Why are you interested in serving on a board or commission? Are there any changes you would like to see to these boards, committees and/or commissions?

I remain interested in serving on the ZBA because it aligns with my personal and professional interests. As a city planner working in the real estate development business, I understand the need for growth in a responsible manner that benefits the town. I am also interested in design and ensuring that development enhances the community and the town.

Are you a graduate of the Natick Community Services Citizen's Leadership Academy?

☐ Yes ☒ No

Please list any skills or specialized knowledge you can bring to these boards, committees and/or commissions.

I worked at the Boston Redevelopment Authority for 15 years overseeing the review processes for dozens of high profile projects in Boston. I understand zoning law, design, regulatory process and practices, and the development process. I also served in the town of Natick's Community and Economic Development office from 2015 to 2016 and understand the needs of the town.

Please list any professional affiliations.

Urban Land Institute National Association of Industrial and Office Properties

Let us know what other specialized interests or hobbies you might have.

Home improvement Travel Coaching softball

[Geoff_Lewis_Resume_Natick_ZBA.pdf](#)

Upload a Resume

Summary of Qualifications

Program and Project Management: Guided the approval and entitlement of complex real estate projects in the City of Boston. Directed and implemented the BRA's housing and funding programs.

Financial Analysis: Analyze development budgets and operating pro formas to determine financial feasibility and make recommendations regarding appropriate project mitigation.

Strategy and Communications: Extensive experience delivering testimony at legislative hearings, handling press inquiries, and conducting public meetings.

Neighborhood Planning: Directed the planning and redevelopment of the Charlestown Navy Yard. Responsible for developing a strategic plan for MCCA-owned property in South Boston.

Policy Development and Implementation: Developed and supported the BRA's legislative agenda, balancing the needs of competing internal and external stakeholders. Served on several commissions and task forces.

Research and Analysis: Prepared over two dozen reports on Boston's real estate markets, economy, and demographics.

Professional experience

Colliers International Vice President

June 2016 to present

- Lead City and State permitting processes for clients' development projects
- Provide advisory services to clients seeking to sell, purchase, or develop property

Town of Natick Senior Planner

December 2015 to June 2016

Planner for Natick, MA (pop. 33,000)

- Lead the disposition process for two parcels in Natick Center. Town aims to provide parcels at no cost in exchange for a private development program including 400+ structured parking spaces for town businesses, residents, and employees.
- Conducted site plan review for various projects including local shopping center, industrial uses, R&D facilities, and multi-family housing.
- Managed the acquisition of Rights-of-Way for the Cochituate Rail Trail from CSX, Phase I testing, title research, and takings process.
- Managed the design of the Cochituate Rail Trail and the Route 27 improvements with MassDOT.

Massachusetts Convention Center Authority Senior Project Manager

April 2013 to November 2015

Member of Capital Projects Team responsible for the planning, design, permitting, and construction of the proposed Boston Convention & Exhibition Center expansion and related projects.

- Directed the design, permitting, and construction of a parking lot and private roadways to serve two new hotels totaling 510 keys.
- Led pre-development activities for two parking garages including planning, permitting, siting, design guidelines and financial analysis.
- Prepared and evaluated Requests for Proposals for architectural, engineering, and permitting firms.
- Represented the MCCA on the South Boston Waterfront Sustainable Transportation Plan charged with identifying transportation improvements in the South Boston Waterfront.

Boston Redevelopment Authority

September 1997 to March 2013

Senior Project Manager

2005 to 2013

- Responsible for managing and coordinating the Article 80 design and development review of complex commercial, residential and institutional projects throughout the City of Boston.
- Directed the planning and development of two million square feet in the Charlestown Navy Yard (CNY), including revisions to the design guidelines and development plans, the disposition of BRA-owned land, tenant relations, environmental concerns, and coordinating the approvals of federal, state and local agencies with regulatory authority over the CNY.
- Developed and implemented the City of Boston's Inclusionary Development Policy, producing over 1,500 units of affordable housing and raising over \$30 million for housing programs.
- Analyzed development budgets and pro formas of developments and made funding recommendations to the BRA Director and Board. Assisted and advised developers in meeting their affordable housing and mitigation requirements under the City's policies.

Assistant Director of Policy

2001 to 2005

- Developed and implemented the BRA's internal and external policies.
- Conceived, drafted, and supported the BRA's housing, economic development, and municipal finance legislation for consideration in the Massachusetts General Court.

Senior Research Associate/Economist

1997 to 2001

- Worked closely with the BRA's Chief Economist to analyze and report on issues of interest to the Agency. Prepared over two dozen reports on varied topics such as the history of Boston's economy, the demand for student housing, the balance between housing and commercial development in the South Boston Waterfront, and the results of the 2000 Census.

Education

Master of Planning, Urban and Environmental Planning, 1997

- University of Virginia, Charlottesville, Virginia

Bachelor of Arts, Government and Politics, 1993

- George Mason University, Fairfax, Virginia

Professional Development Courses, 2005-2008

- MIT Center for Real Estate, Cambridge, Massachusetts

Emerging Leaders Program, 2002, UMass Boston



Patricia O'Neil <poneil@natickma.org>

NTK Selectmen Meeting 5/14/18 - Objection to Natick Zoning Board Nomination Jason Makofsky May 2018 3 year term - updated

1 message

Young, David T. <david.t.young@medtronic.com>

Fri, May 11, 2018 at 4:02 PM

To: "selectmen@natickma.org" <selectmen@natickma.org>, "Bill Chenard," <chenard@natickma.org>

Cc: Larry Drolet <larryd@towerwall.com>, Michelle Drolet <michelled@towerwall.com>, "roy.lurie@gmail.com" <roy.lurie@gmail.com>, "mb.rettger@gmail.com" <mb.rettger@gmail.com>, "jenniferlea_young@yahoo.com" <jenniferlea_young@yahoo.com>

Hon. Richard P. Jennett, Jr
Hon. Susan G. Salamoff
Hon. Amy K. Mistrot
Hon. Michael J. Hickey, Jr
Hon. Jonathon Freedman

Natick Town Offices
[13 E. Central St.](#)
Natick, MA 01760

Natick Board of Selectmen ~

Per your direction, we met with Natick Building Inspector Michael Connelly the day after the town meeting on April 30, 2018. Selectman Michael Hickey had informed Mr Connelly that we would be stopping by and he had done some research on ZBA Committee member Jason Makofsky's defiance of "**Natick Zoning Board Decision on doc #47069 on book/page 63490/390 on 4/15/2014** to replace trees that he removed from the Devereaux property in the dark of night: "**CONCLUSION # 9** - *The petitioners shall make a good faith effort to work with the Department of Public Works to replace the three (3) trees that were removed with three (3) proposed 2" Cal Red Maples as shown on the Site Plan by Professional Land Surveyor, Robert A. Gemma, No. 37046, dated August 27, 2013, last revision date of January 6, 2014, referred to herein.*"

Mr Connelly agreed that this decision should have been enforced by his office – he made contact with Mr Makofsky. He will inform the board and us of the outcome of those discussions in writing. We also had a call with Art Goodhind, Natick LFNR Supervisor/Tree Warden, on the process of getting all the trees planted again at the end of Lowell Road noted in the **Natick Zoning Board Decision on doc #47069 on book/page 63490/390 on 4/15/2014**. He too will work with Mr Connelly and us on seeing all of this through to completion.

We will be attending the meeting on Monday night May 14, 2018. We have not seen an agenda as of yet but on 4/30/18 you were going to request that Mr. Makofsky attend the 5/14/18 meeting to review this matter and our other concerns for his reapplication to the Natick Zoning Board of Appeals. As requested in our original letter, we would like the following questions be asked of Mr Makofsky:

- Mr Makofsky defied Natick ZBA conclusions/mandates/decision from the **Natick Zoning Board Decision on doc #47069 on book/page 63490/390 on 4/15/2014** based on **CASE #2009-006 Map 18, lot 112 Book 41813, Page 156 – 12R Dartmouth Street Rear – Petitioner: Jason Makofsky and Kelly McQueeney**. When does he plan on complying? Will the ZBA fine Mr Makofsky? Has the ZBA fined anybody for defying zoning board conclusions? If yes where can those fines be located.
- Has Mr Makofsky ever brought up his **12R Dartmouth Street Natick** case and his personal zoning topic with other Natick Zoning Board members? Were/Are minutes taken at zoning meetings?
- Has Mr. Makofsky, while in Natick Zoning Board meetings, ever recuse himself from similar zoning frontage issues with his personal appeals for **12 R Dartmouth Street** that he lost with the Natick Planning Board, Natick Zoning Board of Appeals and the Massachusetts Land Court? If yes - has he in fact ever initiated that recusal - and if yes - for what detailed zoning applications?
- Is the Natick frontage issue law, as it exists, in any manner being repealed per direction of the Natick Zoning Board since Mr Makofsky took the position in 2015? If so what are the details of that request?
- Does Mr Makofsky have any current plans to develop a “driveway entrance” and gain access to Lowell Road? Is he planning to do anything in the future to gain this access?

We will send these questions above and below to Natick ZBA Chairman Scott Landgren and committee for their feedback:

Questions to the other Natick Zoning Board members since 2015:

-

- Mr Makofsky defied Natick ZBA conclusions/mandates/decision from the **(CASE #2009-006 Map 18, lot 112 Book 41813, Page 156 – 12R Dartmouth Street Rear – Petitioner: Jason Makofsky and Kelly McQueeney)**, that was delivered by the Natick Zoning Board on April of 2014. When does he plan on complying? Does the ZBA think he should be fined? Has Mr Makofsky and the ZBA fined anybody for defying zoning board conclusions?
- Has Mr Makofsky ever brought up his personal zoning case and topic with board members in or outside of meetings? Were/Are minutes taken at zoning meetings?
- Did Mr. Makofsky, while in Natick Zoning Board meetings, ever recuse himself from the Natick zoning frontage issue he pursued and lost with the Natick Zoning Board, Natick Zoning Board of Appeals and the Massachusetts Land Court? If yes - for what detailed zoning applications?
- Have any similar frontage issues (small frontage footage house seeking leniency to the 120' mandate) been brought up to the board? If Mr Makofsky was present - how did he vote?
- Is the Natick frontage issue law as it exists, in any manner, being repealed per direction of the Natick Zoning Board since Mr Makofsky took the position in 2015? If so what comments did Mr Makofsky offer the board? What are the details of this zoning repeal?

- Was Mr. Makofsky, while in Natick Zoning Board meetings, asked to recuse himself from the frontage issue he pursued and lost with the Natick Zoning Board, Natick

In closing, we once again go back to the first letter we wrote to the board back in 2011:

“So, it his background and this guileful history that compels each and every one of the undersigned from the Lowell Road and Vesta Road to be mindful of the “fox in the henhouse” cautionary tale and object in the strongest possible terms to Jason Makofsky *re*-joining the Natick Zoning Board or any other town position.”

Sincerely,

- **Nancy Devereaux** - [19 Lowell Road Natick MA 01760](#)
- **Michelle-Lawrence Drolet** - [14 Lowell Road Natick MA 01760](#)
- **David – Jennifer Young** - [3 Vesta Road Natick MA 01760](#)

***Please note that John Dennis - Kathy Kessel sold [18 Lowell Road](#) in November of 2012

From: Young, David T.
Sent: Monday, April 30, 2018 9:56 AM
To: 'selectmen@natickma.org' <selectmen@natickma.org>; 'Bill Chenard,' <chenard@natickma.org>
Cc: Larry Drolet <larryd@towerwall.com>; Michelle Drolet <michelled@towerwall.com>; 'roy.lurie@gmail.com' <roy.lurie@gmail.com>; 'mb.rettger@gmail.com' <mb.rettger@gmail.com>; jenniferlea_young@yahoo.com
Subject: PLEASE USE THIS VERSION: Objection to Natick Zoning Board Nomination Jason Makofsky May 2018 3 year term

April 30, 2018

Hon. Richard P. Jennett, Jr
Hon. Susan G. Salamoff
Hon. Amy K. Mistrot
Hon. Michael J. Hickey, Jr
Hon. Jonathon Freedman

Natick Town Offices
[13 E. Central St.](#)

Natick, MA 01760

Natick Board of Selectmen ~

My apologies – please use this attached letter for our discussion this evening on the re-application of Jason Makofsky to Natick Zoning Board.

We will bring an image folder to the meeting for your review as well (file was too large to email).

Thank you for this consideration.

David

David T. Young

[3 Vesta Road](#)

[Natick MA](#)

From: Young, David T.
Sent: Friday, April 27, 2018 4:22 PM
To: selectmen@natickma.org
Cc: 'Bill Chenard,' <chenard@natickma.org>; Larry Drolet <larryd@towerwall.com>; Michelle Drolet <michelled@towerwall.com>; 'roy.lurie@gmail.com' <roy.lurie@gmail.com>; 'mb.rettger@gmail.com' <mb.rettger@gmail.com>; jenniferlea_young@yahoo.com
Subject: FW: Objection to Natick Zoning Board Nomination Jason Makofsky May 2018 3 year term

April 27, 2018

Hon. Richard P. Jennett, Jr
Hon. Susan G. Salamoff
Hon. Amy K. Mistrot
Hon. Michael J. Hickey, Jr
Hon. Jonathon Freedman

Natick Town Offices
[13 E. Central St.](#)
Natick, MA 01760

Natick Board of Selectmen ~

Please see the attached – this letter was sent to the Natick Board of Selectmen back in early 2011. Based on a recent discovery it is noteworthy that the opening paragraph used then can be used here again in 2018 with only one simple adjustment below in **bold font**. With that...

*“As very concerned residents of Lowell and Vesta Roads, we are compelled, as a group and individually, to connect you about a matter to be before you. We are aware our neighbor Jason Makofsky intends to **re-apply** for the opening on the Natick Zoning Board. This concerns us very much.”*

We realize that none of you were on the board at the time but think that the **Hon. Michael Hickey, Jr** will be able to give the current board some context to this topic. We attended a Natick Board meeting in early 2011 to object, in person, to Mr. Makofsky’s application to the Natick Zoning Board. This board at the time – **Carol Gloff, John Connolly, Charlie Hughes, Joshua Ostroff and Paul Josephs** – voted unanimously to **not** allow him (Makofsky) to be on the Zoning Board due to many conflict of interests with local and state zoning lawsuits that he was litigating at the time. We thought we had notified the correct parties and Mr. Makofsky would be red flagged throughout the town system for any future zoning positions. We were wrong.

We were just recently made aware that Mr. Makofsky had applied at the end of 2014 and was appointed to the Natick Zoning Board in 2015. We searched files recently and located Natick town meeting minutes that were posted to his application process. We missed the notification that was publicly posted indicating Mr. Makofsky’s intent to serve on the zoning board. However, we do feel that the town was presented with - again quoting our letter in 2011 - “...a well-documented and “curious” history with this individual that contains multiple chapters of an invasive project, unhappy neighbors and abutters and questionable dealings.” with Mr. Makofsky. As noted, the board unanimously agreed with us and his application was rejected. To paraphrase **Carol Gloff** after that decision: “Mr Makofsky – never in all my years of service to Natick have I seen 11 neighbors show up to protest a voluntary assignment in Natick.” And yet he was approved a few years later. Fast forward to [Natick Board of Selectmen meeting minutes on February 17, 2015](#):

- **Appointment of an Associate Member to the Zoning Board of Appeals** By paper ballot, Jason Makofsky received 4 votes and was appointed an associate member to the Zoning Board of Appeals. Chairman Ostroff, Mr. Hughes, Mr. Mabardy voted for Mr. Makofsky. Mr. Connolly voted for Ms. Soleil Charbonnier.

The Board of Selectmen had changed but **Hon. Joshua Ostroff, Charlie Hughes and John Connolly** were all part of both sessions concerning Mr Makofsky’s two applications for the Zoning Board. Former Town Administrator **Martha White** was as well. The 2nd meeting in 2015 Hon. John Ostroff and Charlie Hughes voted in favor for Mr. Makofsky. Hon. John Connolly voted for another candidate. Noted in a news article attached (link below) - all candidates were interviewed prior to voting: <http://www.wickedlocal.com/article/20140520/news/140529885>

Questions – how did Mr. Makofsky explain away his history with losing zoning litigation with the town of Natick and the state of Massachusetts? If asked - how did he explain how he would handle any frontage issue brought in front of him if elected? Was he asked if he would recuse himself on this topic consistently? Did any of the interviewers call out the numerous conflicts of interests that Mr Makofsky would face in this Zoning Board role?

We understand from the [Natick Annual report](#) that:

- **ZONING BOARD OF APPEALS** - *The Natick Zoning Board of Appeals (the "Board") operates pursuant to applicable provisions of Chapter 40A of the Massachusetts General Laws and the Town of Natick Charter and By-Laws. The Board consists of eight members (five regular members and three associate members) appointed by the Board of Selectmen, which seeks to maintain at least one attorney, one architect, and one civil engineer or builder. The positions are completely voluntary and are in no way compensated with Town or any other funds. Within the membership as prescribed under the Town By-Laws, the Board elects a Chair, Vice-Chair, and a Clerk*

Mr Makofsky describes himself as an environmental attorney with practice in contracts and real estate. On paper he would be a likely candidate. From the news article we can see that two other attorneys applied for the position:

- "...**David Jackowitz**, a general land use attorney..."
- "...**Benjamin Ferrucci**, who is a tax attorney..."

Mr Ferrucci (see background attached) claims no zoning experience - but **Mr Jackowitz**? Did these two candidates have any personal home zoning litigation with the town of Natick as did Mr. Makofsky? Are notes taken during these "interviews"? Are they available to the public? Did anybody consider that, in fact, that Mr Makofsky's assessments of zoning laws are obviously inadequate proven by not one but three losing verdicts at the highest levels in Natick Zoning Board, Natick Zoning Board of Appeals and the Massachusetts Land Court? As part of his approval to the Zoning Board in 2015 - was it noted that he would have to recuse himself from the obvious frontage zoning issue he pursued in litigation by the Natick selectmen? Mr. Makofsky is on record on a televised broadcast in early 2011 when he applied for the board – Hon Charlie Hughes asked him about how he would address open appeals that are pending. Mr. Makofsky said *he would take himself off from voting on personal issues*. We found nothing to this in the 2014 interview process where he was approved.

Questions are endless but Mr. Makofsky in the end was approved to be on the Zoning Board in 2015. We are not missing this opportunity to object - once again - to his re-application for the Natick Zoning Board here in 2018. We are requesting that we allowed to be present when Mr. Makofsky is interviewed again by the Natick Board of Selectmen for a term starting in 2018. We also are requesting that the following questions be asked to Mr. Makofsky:

- Did Mr. Makofsky, while in Natick Zoning Board meetings, ever recuse himself from the frontage issue he pursued and lost with the Natick Zoning Board, Natick Zoning Board of Appeals and the Massachusetts Land Court? If yes - has he in fact ever initiated that recusal - and if yes - for what detailed zoning applications?
- Have any similar frontage issues (small frontage footage house seeking leniency to the 120' mandate) been brought up to the board? If Mr Makofsky was present - how did he vote?
- Has he ever brought up his case and his personal zoning topic with other Natick Zoning Board members? Were/Are minutes taken at Natick Zoning Board meetings?
- Is the Natick frontage issue law, as it exists, in any manner being repealed per direction of the Natick Zoning Board since Mr Makofsky took the position in 2015? If so what are the details of that request?

- Is Mr Makofsky compliant with all the final conclusions/mandates/decision from the - **APP 9 CASE #2009-006 Map 18, lot 112 Book 41813, Page 156 – 12R Dartmouth Street Rear – Petitioner: Jason Makofsky and Kelly McQueeney** - that was delivered by the Natick Zoning Board in February of 2010.? (see attached)

Questions to the other Natick Zoning Board members since 2015:

- Has Mr Makofsky ever brought up his personal zoning case and topic with board members in or outside of meetings? Were/Are minutes taken at zoning meetings?
- Did Mr. Makofsky, while in Natick Zoning Board meetings, ever recuse himself from the Natick zoning frontage issue he pursued and lost with the Natick Zoning Board, Natick Zoning Board of Appeals and the Massachusetts Land Court? If yes - for what detailed zoning applications?
- Have any similar frontage issues (small frontage footage house seeking leniency to the 120' mandate) been brought up to the board? If Mr Makofsky was present - how did he vote?
- Is the Natick frontage issue law as it exists, in any manner, being repealed per direction of the Natick Zoning Board since Mr Makofsky took the position in 2015? If so what comments did Mr Makofsky offer the board? What are the details of this zoning repeal?

Mr. Makofsky was rejected by the Natick Zoning Board (**CASE #2009-006 Map 18, lot 112 Book 41813, Page 156 – 12R Dartmouth Street Rear – Petitioner: Jason Makofsky and Kelly McQueeney**), Natick Zoning Board of Appeals and the Massachusetts Land Court, Nevertheless, Mr Makofsky still built his house with a garage in what is his backyard facing Lowell Street (see attached images). While he and his wife park their cars every night on Dartmouth Street, they have used Lowell Road "driveway" in the past with U-Haul's, boats, trailers, motorcycles and bicycles. Mr Makofsky was mandated by the Natick Zoning Board to replace trees and shrubs that he removed from the Devereaux property in the dark of night: "*CONCLUSION # 9 - As represented, the Petitioners are responsible for installing and maintaining three (3) replacement trees at the end of Lowell Road as represented on the Proposed Site Plan dated February 25, 2010, referred to herein.*" As of April 2018 – over 8 years later – Mr. Makofsky still has NOT replaced them. A Natick Zoning Board conclusion page from this case is attached. We will send the Natick Board of Selectmen a separate letter on a request for your help in how this landscaping mandate can be processed for Nancy Devereaux.

Please know that this clearing of the foliage then and now was/is a clear attempt to show the town of Natick that this Lowell Road fantasy "driveway" always existed. We will be meeting with the Natick Building Inspector again to present these continual developments regarding the property at **12R Dartmouth Street** in Natick.

It is our opinion that Mr. Makofsky still has every intention of seeing the passage of his property frontage issue, in due time, to gain access to Lowell Street from his Dartmouth Street property – and the participation within the Natick Zoning Board, in which he was rightfully rejected unanimously on his first application, will only aid him in his personal quest.

To close, we once again return to the 2011 letter sent to the Natick Board of Selectmen – it is valid now as it was then:

“So, it his background and this guileful history that compels each and every one of the undersigned from the Lowell Road and Vesta Road to be mindful of the “fox in the henhouse” cautionary tale and object in the strongest possible terms to Jason Makofsky **re**-joining the Natick Zoning Board or any other town position.”

Sincerely,

- **Nancy Devereaux** - [19 Lowell Road Natick MA 01760](#)
- **Michelle-Lawrence Drolet** - [14 Lowell Road Natick MA 01760](#)
- **David – Jennifer Young** - [3 Vesta Road Natick MA 01760](#)

Please note that John Dennis - Kathy Kessel sold [18 Lowell Road](#) in November of 2012

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Michael Connelly <mconnelly@natickma.org>

14 Dartmouth St. Trees (Makofsky)

1 message

Jason <skippybrew@hotmail.com>

Fri, May 4, 2018 at 12:22 PM

To: "mconnelly@natickma.org" <mconnelly@natickma.org>

Hi, Mike:

The purpose of this email is to summarize our conversations over the last couple of days, and to confirm that I am absolutely willing to comply with any remaining obligations respecting the replacement of trees contained in our Section 6 Finding (ZBA Case #2014-002).

Some background: The trees that were removed were within the right-of-way of Lowell Road, where our property abuts the layout. They were removed so that we could eliminate an ancient cesspool and connect our old house to the sanitary sewer system in Lowell Road. All necessary approvals and permits were granted by the Board of Health, Building Dept., and DPW. This was completely unrelated to our application for a Section 6 Finding to construct our new house. In fact, the sewer connection was completed in October, 2013--months before the ZBA issued its Finding in March of 2014.

When discussing the conditions to be included in the Finding, the ZBA initially proposed to delete any requirement that we replace the trees, since they recognized the trees had nothing to do with the new house construction or the Finding. The ZBA members also recognized that the trees were in the right-of-way and that I don't have the right to plant trees in the right-of-way. Ultimately, the ZBA included condition #9 which states that I must "make a good-faith effort to work with the DPW to replace the three trees." One ZBA member actually stated that this condition was "wildly unfair." Nonetheless, that is what the ZBA approved, and I did not appeal their decision so it is part of the Finding today.

At the time, I figured the DPW would reach out to me when they were ready to plant the trees, to discuss the location and, presumably, to get me to pay for them. To be honest, once we got the Finding and our permit and began construction, I forgot about the trees. If I was supposed to initiate something, that was not my understanding and I apologize for the misunderstanding.

That said, I am certainly still willing to pay for the purchase of three trees as required by condition #9, and to work with the DPW to determine their locations. I would like to ensure no trees are planted in the vicinity of the sewer line, since tree roots can damage sewer pipes. Also, I understand that Lowell Road is not a Town accepted way, and the Tree Warden and the DPW are unsure if they have the authority to undertake any tree planting here. If the Town is unable to plant the trees in Lowell Road, I will still commit to comply with the spirit of condition #9 by making a donation to the Town for the value of the trees that the Town can use to plant trees wherever it likes.

I appreciate your attention to this. Please let me know if there is anything else you need.

Jason Makofsky
14 Dartmouth St.



Michael Connelly <mconnelly@natickma.org>

12 Dartmouth/Lowell Rd Tree Issues1 message

Arthur Goodhind <agoodhind@natickma.org>
To: Michael Connelly <mconnelly@natickma.org>

Thu, May 3, 2018 at 8:39 AM

Hello Mike,

Here is a synopsis of our position.

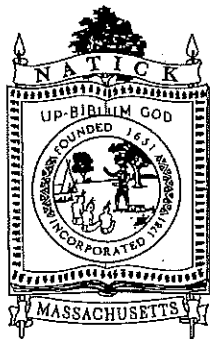
Based on the ZBA agreement stating 'Work with DPW' I would be willing to review a species list and review planting locations and provide guidance.

Lowell Road is not a publicly accepted street layout. I cannot assist with the actual planting of the trees.

In this case it is my understanding that the homeowner would need to come to an agreement with the property owners at 18 and 19 Lowell Rd.

From what you read to me it sounds as if the owner at 12 Dartmouth made a commitment to plant the trees, the final decisions of location and species cannot be made by Public Works. The work cannot be completed by Public Works.

Thanks,
Art



COMMUNITY DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

ZONING BOARD OF APPEALS DECISION
CASE #2014-002

PRIOR ZONING BOARD OF APPEALS DECISION
CASE #2009-006

MAP 18, LOT 112
BOOK 53248, PAGE 512

SUBJECT PROPERTY: 12 DARTMOUTH STREET REAR
PETITIONERS: JASON MAKOFISKY AND KELLY MCQUEENEY
PROPERTY OWNERS: JASON MAKOFISKY AND KELLY MCQUEENEY

RECEIVED
2014 MAR 25 AM 10:37
TOWN CLERK-NATICK

LOCATION

The subject property is located off the southerly side of Dartmouth Street (access via an easement) in a Residential Single A Zone. The parcel has no direct frontage on Dartmouth Street, 57.22 feet of frontage on Lowell Road which is substandard to the 110 feet of required frontage, and is comprised of approximately 31,095 square feet, rendering the parcel dimensionally non-conforming to current intensity requirements in the referenced zone.

REQUEST

The Petitioners are requesting a Chapter 40A, Section 6 Finding and/or a modification to the prior decision for Zoning Case #2009-006 in order to construct a single family home, as shown on the plans submitted. The Petitioners, in their application for appeal, stated the following grounds and reasons in support of this request:

Reasons for Hearing:

Changes to the plans approved and referenced in Zoning Case #2009-006.

Description of Project:

Raze existing 700 square foot house and garage and construct new single family house in similar location with attached two-car garage with full walk-out basement and assorted grading, retaining walls and landscaping.

PLANS SUBMITTED

- Hydrologic Analysis prepared by Metrowest Engineering, Inc., dated November 2009, last revision date of March 2010
- Certified Existing Conditions Plan conducted by Professional Land Surveyor, Robert A. Gemma, No. 37046, prepared by MWE, 75 Franklin Street, Framingham, MA 01702, (508)626-0063, scale: 1" = 20', dated November 2, 2009, last revision date January 6, 2014.

- Certified Proposed Site Plan conducted by Professional Land Surveyor, Robert A. Gemma, No. 37046, prepared by MWE, 75 Franklin Street, Framingham, MA 01702, (508)626-0063, scale: 1" = 20', dated August 27, 2013, last revision date of January 6, 2014.
- Certified Proposed Site Plan Detail Sheet conducted by Professional Land Surveyor, Robert A. Gemma, No. 37046, prepared by MWE, 75 Franklin Street, Framingham, MA 01702, (508)626-0063, scale: 1" = 20', dated August 27, 2013, last revision date of January 6, 2014.
- Architectural Plans by Professional Engineer, William John Sieruta, No. 30148, Habitat Post & Beam, 21 Elm Street, S. Deerfield, MA, 01373, (413)665-4006, Sheets 1-6, scale: 1/4" = 1', dated April 6, 2009, last revision date of January 9, 2014, Sheet F1, scale: 1/4" = 1', dated August 15, 2013, last revision date of January 9, 2014, Sheet S1, scale: 3/8" = 1', dated May 29, 2013, last revision date of January 9, 2014, Sheet S2, scale: 3/8" = 1', dated July 15, 2013, last revision date of January 9, 2014, Sheet S3, scale: 3/8" = 1', dated July 16, 2013, last revision date of January 9, 2014, Sheet S4, scale: 3/8" = 1', dated July 19, 2013, last revision date of January 9, 2014..

LETTERS SUBMITTED

Letter dated January 7, 2014 from Building Commissioner, David G. Gusmini, C.B.O., to the Petitioner, stated:

"I have reviewed the submitted application regarding the proposed single family home which will be located on the above subject property..

The proposed plans submitted do not match the plans that were approved by the Natick Zoning Board of Appeals in the decision for case #2009-006.

At this time, I must deny this request for a building permit. To proceed with this project, specific zoning relief in the form of a Chapter 40A, Section 6 Finding and/or a modification to the prior Zoning Board of Appeals Decision mentioned above is required."

Letter dated January 24, 2014 from Director of Public Health, James White, to the Board, stated:

"Please be advised that the Natick Board of Health has reviewed the application for 12 Dartmouth Street Rear, Natick submitted by Jason Makofsky & Kelly McQueeney for the proposed changes made to a previously approved site plan for a new single family dwelling and submit the following comments:

1. The new house design and configuration introduces changes to the final grading elevations of the previously approved plans. It is the recommendation of this department that a meeting be scheduled with the applicants engineer, Board of Health and Department of Public Works Engineers to assure the proposed final grading changes will not significantly change the site drainage and adversely affect the direct abutters or drainage on Lowell and Vesta Road.
2. The above mentioned meeting request may also serve to satisfy a concern that the changes in the proposed site grading elevations will not adversely affect the sewer ejector pumps and holding tank that have recently been installed to connect the property to public sewer by Lowell Road. The design criteria for the said mentioned pumps were based on the elevations from the previously approved site plans."

Letter dated January 23, 2014 from Conservation Compliance Officer, Bob Bois, to the Board, stated:

"No Comment."

Letter dated January 24, 2014 from Assistant Town Engineer, John Digiacomio, to the Board, stated:

"The Department of Public Works is in receipt of the application for 12 Dartmouth Street Rear. Our comments are as follows:

Sewer:

This topic was discussed in detail during the previous hearing and this office has been working with the applicant's engineer over the last year on it. The sewer force main has been installed to the tank. The applicant will be required to obtain a Sewer Permit to re-tie into the tank and will be required to pay a Sewer Permit fee of \$200 and a Sewer Entrance Fee of \$1,300 for their three bedroom house (The entrance

fee would have been \$3,900 for three bedrooms but the applicant will be given a credit of \$2,600 for the initial entrance fee paid when the sewer was tied into the original house with 2 bedrooms).

Water:

The applicant's existing water service has already been cut prior to the demolition of the previous structure. As noted on the plans, the applicant will install a 1" water service to Dartmouth Street. The applicant will need to pay a Water Permit fee of \$200 to perform this work.

Drainage/Grading:

This office has reviewed the plans and do have concerns and questions in regards to grading and in particular the grade changes on the northeasterly side of the property (closest to Lowell Road). We request that a meeting occur between the applicant's engineer, DPW and Board of Health to discuss the grading and drainage prior to any approval of this application.

All conditions that were included under the previous ZBA decision for this site should also remain in effect including the applicant's driveway going out to Dartmouth Street."

Letter dated February 4, 2014 from Director of Public Health, James White, to the Board, stated:

"The Natick Board of Health submits the following revised comments to the application submitted by Jason Makofsky & Kelly McQueeney, 12 Dartmouth Street Rear:

1. It is the recommendation of this department that the applicants submit an Operations and Maintenance (O & M) plan to have the proposed drywell and infiltration unit inspected on an annual basis and maintained as needed to assure proper infiltration of the site drainage as designed.
2. The applicant has agreed to install risers for the covers to the sewer ejector pump chamber to accommodate for the increase in elevation to the final grade in this area and to allow access for maintenance purposes. The elevations to all the components and piping for the sewer pumps will remain as previously approved by the Board of Health.
3. On Tuesday, February 4, 2014, the Board of Health, Assistant Town Engineer and Brian Nelson, Civil Engineer representing the applicants, met to discuss the site drainage plan. The drainage concerns were addressed at that time and this department is satisfied with the plans submitted dated August 27, 2013 and revision date of January 6, 2014."

Letter dated February 5, 2014 from Assistant Town Engineer, John Digiacomio, to the Board, stated:

"This memo shall serve as a follow up to our January 24, 2014 memo in regards to the above noted Zoning Board of Appeals case.

A meeting occurred this past week between Jim White (Board of Health Director), Brian Nelson (the Applicant's Engineer) and myself to discuss the grading and drainage on the site. After discussion and review, it is our feeling that all of the DPW's comments and concerns have been addressed and we do not have an issue with the drainage and grading for this site separate of the first two comments noted under the BOH memo which we fully support.

The comments noted in the previous memo under Sewer and Water in regards to required permits and fees are still in effect. Also, as noted in the previous memo, it is our recommendation that all conditions that were included under the previous ZBA decision for this site should also remain in effect including the applicant's driveway exiting to Dartmouth Street."

Letter received January 27, 2014 from "The Undersigned Residents of Natick", to the Board, stated:

Re: In Support of Kelly and Jason's Project at 12 Rear Dartmouth Street

"We, the undersigned residents of Natick, wish to express our support for the proposed single-family house to be constructed at 12 Rear Dartmouth Street. We are familiar with the most recent plans from Metrowest Engineers, dated January 6, 2014 and from Habitat dated January 9, 2014.

The proposed house will replace an outdated and under-size 690 square foot cottage with a custom-designed post-and-beam house consistent in size and style with other new and renovated houses on Lake Cochituate. Thanks to the large lot size and the compliance with zoning set-backs, the new house will not be overwhelming nor will it crowd the neighboring houses.

Replacing the one-car garage with a two-car attached garage with storage below will improve the appearance of the neighborhood by permitting Jason and Kelly to store their vehicles, bicycles, yard equipment, kayaks, boat, and other items inside the garage rather than in the yard, exposed to the weather and visible from abutting properties and streets. The walk-out basement takes advantage of the natural contours of the land and avoids the need to import fill and do extensive grading on the eastern side of the property. This will also reduce stormwater runoff by eliminating steep grades. Undergrounding the electric and other utilities will also improve the aesthetics of the neighborhood.

This project will result in a significant improvement to the neighborhood and the Town by replacing a very small, outdated cottage with a modern lake house. It will make the neighborhood more attractive and desirable, will protect surrounding property values, and will yield a substantial increase in property taxes paid to the Town.

We support Kelly and Jason and their project. We encourage the Zoning Board of Appeals to approve this project as proposed."

The foregoing memoranda and letters were read into the record and are incorporated in this decision by reference and made a part hereof.

FACTS & EVIDENCE PRESENTED AT THE HEARING ON JANUARY 27, 2014

The Petitioners appeared at this hearing to describe the proposal in greater detail.

Mr. Landgren discloses that he and the applicant work together and the applicant agrees to have Mr. Landgren sit on the board for the hearing.

Mr. Havener asks where litigation stands and the applicant states that everything has been resolved.

Mr. Landgren explains to the rest of the board why the applicants have needed to come back in front of them.

Jason Makofsky introduces himself and Kelly McQueeney. He says he would like to submit the option B plans that were talked about and approved, but not submitted.

Mr. Landgren asks if the floor level has changed.

Jason Makofsky explains that it has changed by 6" and he doesn't believe it will affect the pump chamber.

Mr. Landgren asks if there was a chance to have the other boards meet with MWE prior to the meeting and Jason Makofsky states that MWE contacted the other boards but with the short notice, and people out of the office, they were not able to find a time to meet.

Jason Makofsky submits a one (1) page letter with nine (9) signatures from abutters supporting the project.

Mr. Landgren opens the public hearing to the audience for comments.

1. Roy Lurie, 18 Dartmouth Street, states that he has some concerns with the look of the potential garage as well as any future plans to have a driveway onto Lowell Road.
2. Larry Drolet, 14 Lowell Road, states that he is concerned about how everything had been previously settled with no access onto Lowell Road and now there are grading, pitch, and elevation changes that need to be revised.
3. Nancy Devereaux, 19 Lowell Road, states that she is opposed to access from Lowell Road.
4. Kenneth Stonemetz, 34 Birch Road, states that he was concerned at first about another bungalow home being taken down, but believes the proposed home will fit into the neighborhood. He also believes that Jason Makofsky and Kelly McQueeney are also a good fit for the neighborhood.
5. Larry Drolet, 14 Lowell Road, questions how the plan confusion happened to which Mr. Landgren states there were a lot of plans submitted with the same dates and it was a lengthy process with this case.

The board speaks to the applicants regarding the drainage for the property and reviews the old and new plans. They also speak regarding paving plans for the driveway and planting plans.

The Board voted to continue the public hearing to February 24, 2014 at 7:40PM.

FACTS & EVIDENCE PRESENTED AT THE HEARING ON FEBRUARY 24, 2014

The Petitioners appeared at this hearing to describe the proposal in greater detail.

Jason Makofsky speaks to the board regarding the meeting between MWE and the Board of Health and DPW that took place after the previous hearing.

Mr. Landgren asks the Petitioners if they are ok with comment #2 on the Board of Health revised comments to the Board. The Petitioners state that they are.

Mr. Landgren asks the Petitioners if there are any changes that were made to the submitted plans following the meeting with MWE. The Petitioners state that there were no changes needed.

Larry Drolet, 14 Lowell Road, asks the Board what plans are the legal plans.

The Board discusses and decides that the architectural plans have a revised date of 1/9/2014 and the Plot Plan has a revised date of 1/6/2014.

The Board discusses the differences between the previously approved February 25, 2010 plan and the current plans.

Mr. Landgren states that he wants to go through the conditions from the May 11, 2010 decision.

1. February 25, 2010 Site Plan should now be Site Plan by Professional Land Surveyor, Robert A. Gemma, No. 37046, dated August 27, 2013, last revision date of January 6, 2014.
2. No change
3. No change
4. Mr. Landgren states that they will discuss this momentarily.
5. Add "As stated and subsequently modified on BOH comments dated February 4, 2014 and DPW comments dated February 5, 2014.
6. No change
7. No change
8. No change
9. Remove this condition.
10. Remove because the project is not within the buffer zone for Conservation.
11. No change
12. No change
13. No change

Mr. Landgren states that he wants to discuss condition #4 from the modified decision dated April 9, 2013.

4. Remove "Option B Plan" and replace with Site Plan by Professional Land Surveyor, Robert A. Gemma, No. 37046, date August 27, 2013, last revision date of January 6, 2014; Architectural Plans by Professional Engineer, William John Sieruta, No. 30148, Habitat Post & Beam, Sheets 1-6, date April 6, 2009, last revision date of January 9, 2014, Sheet F1, date August 15, 2013, last revision date of January 9, 2014, Sheet S1, date May 29, 2013, last revision date of January 9, 2014, Sheet S2, date July 15, 2013, last revision date of January 9, 2014, Sheet S3, date July 16, 2013, last revision date of January 9, 2014, Sheet S4, date July 19, 2013, last revision date of January 9, 2014. Keep the rest of the wording from the April 9, 2013 modified condition #4.

Larry Drolet, 14 Lowell Road questions the board regarding the replanting of the trees according to condition #9 and wants to know why the Board has removed this condition. The Board explains that the trees are not on the Petitioners' property.

There is discussion regarding the trees that are to be replanted according to Condition #9. The Board concludes that Condition #9 will state the following:

9. Change to "The Petitioners shall make a good faith effort to work with the Department of Public Works to replace the three (3) trees that were removed with three (3) proposed 2" Cal. Red Maples."

Mr. Landgren asks if there are any other comments from the audience to which he hears none.

Mr. Landgren asks if there are any other questions or comments from the Board.

Mrs. Godin states that it is wildly unfair regarding having the Petitioners plant trees to prevent access to Lowell Road.

Mr. Landgren closes the public hearing at 8:38PM.

Mr. Landgren motioned to approve the request with the modified conditions.

Mr. Swinarski seconded the motion.

FINDINGS BY THE BOARD

The Board, after review of the facts, plans, and evidence presented at this hearing, and after deliberations on the same, makes the following findings for a Chapter 40A, Section 6 Finding to raze an existing single family home, and construct a new single family home, on a pre-existing, non-conforming lot:

- A. The desired relief may be granted without nullifying or substantially derogating from the intent and/or purpose of the Zoning By-Laws, as said single family dwelling will not tend to intrude upon adjacent residences, nor create an appearance of building congestion on this parcel or in this neighborhood.
- B. The desired relief may be granted without substantial detriment to the public good, as the proposed single family dwelling will be attractively designed and will tend to enhance this property and the neighborhood in general.
- C. The proposed extension or alteration is not substantially more detrimental than the existing nonconforming use to the neighborhood.

CONCLUSION

For the aforesaid reasons the Board voted to grant a Chapter 40A, Section 6 Finding to raze an existing single family home, and construct a new single family home, on a pre-existing, non-conforming lot, subject to the following conditions:

1. Proposed single family dwelling shall be constructed specifically as represented on Site Plan by Professional Land Surveyor, Robert A. Gemma, No. 37046, dated August 27, 2013, last revision date of January 6, 2014, and Hydrologic Analysis dated March 2010, each referred to herein.
2. Access to the proposed single family dwelling shall be only via the existing easement on Dartmouth Street.
3. No driveway shall be constructed on Lowell Road to the site in connection with this reconstruction.
4. To ensure that the Petitioners' Project will conform to the Petitioners' Site Plan by Professional Land Surveyor, Robert A. Gemma, No. 37046, dated August 27, 2013, last revision date of January 6, 2014, and Proposed Site Plan Detail Sheet by Professional Land Surveyor, Robert A. Gemma, No. 37046, dated August 27, 2013, last revision date of January 6, 2014, which does not show any access connection from Lowell Road, there shall not be any subsequent departures from the building and site development shown on said Site Plan, including but not limited to creating a second or alternative access via Lowell Road, without Board review and approval of a modified proposal.
5. The Petitioners shall comply with all additional review and requirements from the Board of Health and the Department of Public Works as stated and subsequently modified on the Board of Health comments dated February 4, 2014 and the Department of Public Works comments dated February 5, 2014.
6. The Petitioners shall install and maintain an onsite storm water infiltration system located completely within the subject property, currently known as Map 18, Lot 112.
7. New sanitary sewer connection shall only be on Lowell Road, subject to final review and approval by all Town Boards having jurisdiction over the matter.
8. New water connection shall be to Dartmouth Street, subject to final review and approval by all Town Boards having jurisdiction over the matter, specifically the Department of Public Works.
9. The Petitioners shall make a good faith effort to work with the Department of Public Works to replace the three (3) trees that were removed with three (3) proposed 2" Cal. Red Maples, as shown on the Site Plan by Professional Land Surveyor, Robert A. Gemma, No. 37046, dated August 27, 2013, last revision date of January 6, 2014, referred to herein.
10. As represented by the Petitioners agreement to maintain all drainage structures onsite, the Town of Natick is not either now or in the future responsible for any potential or future drainage issues or problems arising from this construction.
11. The Petitioners are solely responsible for O&M of the onsite drainage system.
12. The Petitioners shall comply with all subsequent requirements set forth by the Town departments having jurisdiction over this matter.
13. This Decision must be recorded at the South Middlesex Registry of Deeds and proof of such recording must be submitted to the Natick Building Department prior to issuance of a Building Permit.

The vote of the Board in favor of granting a Chapter 40A, Section 6 Finding to raze an existing single family home, and construct a new single family home, on a pre-existing, non-conforming lot, subject to conditions as outlined above, for the property located at 12 Dartmouth Street Rear, Map 18, Lot 112, was:

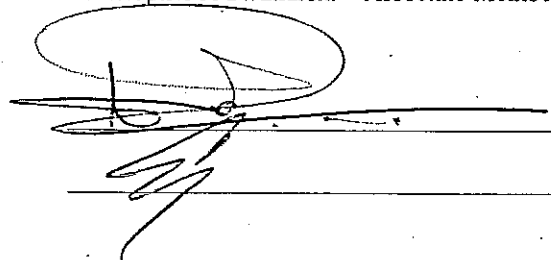
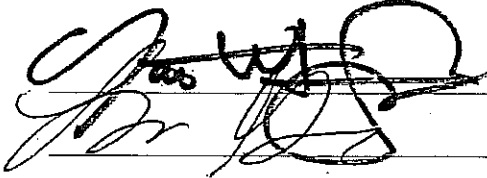
Scott W Landgren – Chair – Yes

Laura Godin – Clerk – Yes

NATICK ZONING BOARD OF APPEALS

Chike C Odunukwe – Associate Member - Yes

Christopher A Swiniarski – Associate Member - Yes



FILED march 25, 2014

**** NOT VALID FOR RECORDING UNTIL CERTIFIED BY TOWN CLERK OF NATICK ****

In accordance with Section 11 of Chapter 40A of the Massachusetts General Laws, I hereby certify that twenty (20) days have elapsed after the within decision was filed in the office of the Natick Town Clerk, and that no appeal has been filed, or that if such appeal has been filed, that it has been dismissed or denied.

Attest: _____
Town Clerk Date

ITEM TITLE: Public Hearing: Application for a Farmers Series Brewery Pouring Permit:
Barleycorn's

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	5/10/2018	Cover Memo
Application	5/10/2018	Cover Memo
Police Recommendation	5/10/2018	Cover Memo
Legal Opinion	5/10/2018	Cover Memo
MGL C 138 S 19c	5/10/2018	Cover Memo
Letter of Support	5/14/2018	Cover Memo
Email of Support	5/14/2018	Cover Memo
Email of Support #2	5/14/2018	Cover Memo
Letter of Support #2	5/14/2018	Cover Memo

TOWN OF NATICK
PUBLIC HEARING NOTICE

The Board of Selectmen will hold and conduct a public hearing on Monday, May 14, 2018 at 7:00 p.m., Edward H. Dlott Meeting Room of Natick Town Hall, 13 East Central Street, upon the application of New BCB, LLC d/b/a Barleycorn's Craft Brew (Thomas Wilber, Manager), for a Farmers Series Pouring Permit. Said BCB, LLC is located at 21 Summer Street, Natick. Premises consists of approximately 2,000 square feet on 2 floors with 2 entrances and 2 exits. Proposed occupancy Is 50 with a seating capacity of 20.

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

Michael J. Hickey, Jr., Clerk

New BCB, LLC
d/b/a Barleycorn's Craft Brew
21 Summer Street
Natick, MA 01760
Filed: April 5, 2018

APPLICATION FOR FARMER SERIES POURING PERMIT

1. \$200 filing fee to the ABCC
2. \$250 filing fee to the Town of Natick
3. Monetary Transmittal Form
4. Retail Application
5. Applicant's Statement
6. Beneficial Interest - Individual
7. Beneficial Interest - Organization
8. CORI Authorization Forms
9. Proof of Citizenship
10. Vote of the Board
11. Business Structure Documents
12. Operating Agreement
13. Floor Plan
14. Lease

New BCB, LLC has already been issued the following licenses:

***ABCC Farmer-Brewer License: FB-LIC-000219**

***FDA Registration Number: 19145811770**

***TTB Brewer's Notice- Record Number: 2017-BRE-02837-O**

Andrew Upton
DiNicola, Seligson & Upton, LLP
Six Beacon Street, Suite 700
Boston, MA 02108
P. 617-279-25995
F. 617-426-0587

RECEIVED

APR - 5 2018

BOARD OF SELECTMEN
NATICK, MA

Your Payment Has Been Approved

Customer Name New BCB, LLC

License Type Retail License Filing Fee

Method Of Payment Checking

Bank Account Number ****7809

Your Confirmation Number Is 095005.

Exit

Make Another Payment

Print



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

Print Form

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

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

ECRT CODE: RETA

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

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

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

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

LICENSEE NAME

ADDRESS

CITY/TOWN

New BCB, LLC

21 Summer Street

Natick

STATE MA

ZIP CODE

01760

TRANSACTION TYPE (Please check all relevant transactions):

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

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

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
239 CAUSEWAY STREET
BOSTON, MA 02241-3396**



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

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

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

1. NAME OF PROPOSED LICENSEE (Business Contact)

New BCB, LLC

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

2. RETAIL APPLICATION INFORMATION

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

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

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

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

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

☐ Yes ☒ No

Chapter

Acts of

3. LICENSE INFORMATION / QUOTA CHECK

On/Off-Premises

City/Town

Natick

On-Premises

TYPE

CATEGORY

CLASS

Farmer Series Pouring Permit

Malt

Annual

4. APPLICATION CONTACT

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

First Name: Andrew

Middle:

Last Name: Upton

Title: Attorney

Primary Phone: 617-279-2595

Email: Andrew.Upton@dsu-law.com

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

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

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

A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form.

B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form.

C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

Name	Title / Position	% Owned	Other Beneficial Interest
Thomas Wilber	LLC Member	50%	NA
Fred Kelly Jr.	LLC Member	50%	NA

For additional space, please use next page

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

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

Floor Number	Square Footage	Number of Rooms
2	2000	5

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

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

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

Lease Beginning Term Landlord Phone

Lease Ending Term Landlord Address

Rent per Month

Rent per Year

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

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

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINESS CONTACT

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

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

Entity Name:	<input type="text" value="New BCB, LLC"/>	FEIN:	<input type="text" value="82-1359130"/>
DBA:	<input type="text" value="Barleycorn's Craft Brew"/>	Fax Number:	<input type="text"/>
Primary Phone:	<input type="text" value="781-915-7424"/>	Email:	<input type="text" value="tom@barleycorn.com"/>
Alternative Phone:	<input type="text"/>	Legal Structure of Entity	<input type="text" value="LLC"/>

Business Address (Corporate Headquarters)

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

Street Number:	<input type="text"/>	Street Name:	<input type="text"/>
City/Town:	<input type="text"/>	State:	<input type="text"/>
Zip Code:	<input type="text"/>	Country:	<input type="text"/>

Mailing Address

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

Street Number:	<input type="text"/>	Street Name:	<input type="text"/>
City/Town:	<input type="text"/>	State:	<input type="text"/>
Zip Code:	<input type="text"/>	Country:	<input type="text"/>

Is the Entity a Massachusetts Corporation?

☒ Yes ☐ No

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

☐ Yes ☐ No

If no, state of incorporation

Other Beneficial Interest

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

If yes, please complete the following table.

Name of License	Type of License	License Number	Premises Address
NA			

Prior Disciplinary Action:

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

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
NA				

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

8. MANAGER CONTACT

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

Salutation	<input type="text"/>	First Name	Thomas	Middle Name	<input type="text"/>	Last Name	Wilber	Suffix	<input type="text"/>
Social Security Number		<input type="text"/>		Date of Birth		10/04/1962			
Primary Phone:		781-915-7424		Email:		tom@barleycorn.com			
Mobile Phone:		<input type="text"/>		Place of Employment		New BCB, LLC			
Alternative Phone:		<input type="text"/>		Fax Number		<input type="text"/>			

Citizenship / Residency / Background Information of Proposed Manager

<p>Are you a U.S. Citizen? <input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>Have you ever been convicted of a state, federal, or military crime? <input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p style="font-size: small;">If yes, attach an affidavit that lists your convictions with an explanation for each</p> <p>Have you ever been Manager of Record of a license to sell alcoholic beverages? <input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>If yes, please list the licenses for which you are the <u>current</u> or <u>proposed</u> manager:</p> <div style="border: 1px solid black; padding: 5px; width: fit-content;">Barleycorn's Craft Brew</div>	<p>Do you have direct, indirect, or financial interest in this license? <input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>If yes, percentage of interest 50%</p> <p>If yes, please indicate type of Interest (check all that apply):</p> <table border="0" style="width: 100%;"> <tr> <td><input type="checkbox"/> Officer</td> <td><input type="checkbox"/> Sole Proprietor</td> </tr> <tr> <td><input type="checkbox"/> Stockholder</td> <td><input type="checkbox"/> LLC Manager</td> </tr> <tr> <td><input checked="" type="checkbox"/> LLC Member</td> <td><input type="checkbox"/> Director</td> </tr> <tr> <td><input type="checkbox"/> Partner</td> <td><input type="checkbox"/> Landlord</td> </tr> <tr> <td><input type="checkbox"/> Contractual</td> <td><input type="checkbox"/> Revenue Sharing</td> </tr> <tr> <td><input type="checkbox"/> Management Agreement</td> <td><input type="checkbox"/> Other</td> </tr> </table>	<input type="checkbox"/> Officer	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Stockholder	<input type="checkbox"/> LLC Manager	<input checked="" type="checkbox"/> LLC Member	<input type="checkbox"/> Director	<input type="checkbox"/> Partner	<input type="checkbox"/> Landlord	<input type="checkbox"/> Contractual	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Other
<input type="checkbox"/> Officer	<input type="checkbox"/> Sole Proprietor												
<input type="checkbox"/> Stockholder	<input type="checkbox"/> LLC Manager												
<input checked="" type="checkbox"/> LLC Member	<input type="checkbox"/> Director												
<input type="checkbox"/> Partner	<input type="checkbox"/> Landlord												
<input type="checkbox"/> Contractual	<input type="checkbox"/> Revenue Sharing												
<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Other												

Please indicate how many hours per week you intend to be on the licensed premises 40+

Employment Information of Proposed Manager

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

Date(s)	Position	Employer	Address	Phone
06/2017 - Present	Partner	Barleycorn's Craft Brew	21 Summer Street, Natick, MA	781-915-7424
09/2015 - 06/2017	Consultant	Self-employed	17 Short Street, Walpole, MA	781-915-7424
05/2008-08/2015	Sr. Manager/Bus. Develop	Self-employed	17 Short Street, Walpole, MA	781-915-7424

Prior Disciplinary Action of Proposed Manager

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

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
NA				

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	0
B. Purchase Price for any Business Assets	0
C. Costs of Renovations/Construction	0
D. Purchase Price of Inventory	\$15,000
E. Initial Start-Up Costs	\$25,000
F. Other (Please specify)	0
G. Total Cost (Add lines A-F)	\$40,000

Please note, the total amount of **Cash Investment** (top right table) plus the total amount of **Financing** (bottom right table) must be equal to or greater than the **Total Cost** (line G above).

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
Thomas Wilber	\$15,000
Fred Kelly Jr,	\$25,000
Total:	\$40,000

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
NA			
Total:			

10. PLEDGE INFORMATION

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

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

☐ License ☐ Stock / Beneficial Interest ☐ Inventory

To whom is the pledge is being made:

Does the lender have a beneficial interest in this license?

☐ Yes ☐ No

Does the lease require a pledge of this license?

☐ Yes ☐ No

APPLICANT'S STATEMENT

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

of New BCB, LLC, hereby submit this application for Farmer Series Pouring Permit and Appointment of Manager
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: Thomas Wilber

Date: 4/3/18

Title: Member

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

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

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

Salutation	<input type="text"/>	First Name	<input type="text" value="Thomas"/>	Middle Name	<input type="text"/>	Last Name	<input type="text" value="Wilber"/>	Suffix	<input type="text"/>
Title:	<input type="text" value="Owner"/>	Social Security Number	<input type="text"/>		Date of Birth	<input type="text" value="10/04/1962"/>			
Primary Phone:	<input type="text" value="781-915-7424"/>		Email:	<input type="text" value="tom@barleycorn.com"/>					
Mobile Phone:	<input type="text"/>		Fax Number	<input type="text"/>					
Alternative Phone:	<input type="text"/>								

Business Address

Street Number:	<input type="text" value="21"/>	Street Name:	<input type="text" value="Summer Street"/>
City/Town:	<input type="text" value="Natick"/>	State:	<input type="text" value="MA"/>
Zip Code:	<input type="text" value="01760"/>	Country:	<input type="text" value="USA"/>

Mailing Address

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

Street Number:	<input type="text"/>	Street Name:	<input type="text"/>
City/Town:	<input type="text"/>	State:	<input type="text"/>
Zip Code:	<input type="text"/>	Country:	<input type="text"/>

Types of Interest (select all that apply)

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

Citizenship / Residency Information

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

Criminal History

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

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

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

50%

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

Ownership / Interest

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

Name of Beneficial Interest - Organization	FEIN
NA	

Other Beneficial Interest

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

Name of License	Type of License	License Number	Premises Address
NA			

Familial Beneficial Interest

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

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
NA			

Prior Disciplinary Action

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

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
NA				

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

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

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

Salutation		First Name	Fred	Middle Name		Last Name	Kelly	Suffix	Jr.
Title:	Owner	Social Security Number		Date of Birth	12/25/1959				
Primary Phone:	617-426-6800			Email:	fred@barleycorn.com				
Mobile Phone:				Fax Number					
Alternative Phone:									

Business Address

Street Number:	21	Street Name:	Summer Street		
City/Town:	Natick	State:	MA		
Zip Code:	01760	Country:	USA		

Mailing Address

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

Street Number:		Street Name:			
City/Town:		State:			
Zip Code:		Country:			

Types of Interest (select all that apply)

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

Citizenship / Residency Information

Are you a U.S. Citizen?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Are you a Massachusetts Resident?	<input checked="" type="radio"/> Yes <input type="radio"/> No
-------------------------	---	-----------------------------------	---

Criminal History

Have you ever been convicted of a state, federal, or military crime?	<input type="radio"/> Yes <input checked="" type="radio"/> No	If yes, please provide an affidavit explaining the charges.
--	---	---

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

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

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

50%

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

Ownership / Interest

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

Name of Beneficial Interest - Organization	FEIN
NA	

Other Beneficial Interest

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

Name of License	Type of License	License Number	Premises Address
NA			

Familial Beneficial Interest

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

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
NA			

Prior Disciplinary Action

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

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
NA				

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name:	<input type="text" value="New BCB, LLC"/>	FEIN:	<input type="text" value="043410605"/>
Primary Phone:	<input type="text" value="781-915-7424"/>	Fax Number:	<input type="text"/>
Alternative Phone:	<input type="text"/>	Email:	<input type="text" value="tom@barleycorn.com"/>

Business Address

Street Number:	<input type="text" value="21"/>	Street Name:	<input type="text" value="Summer Street"/>
City/Town:	<input type="text" value="Natick"/>	State:	<input type="text" value="MA"/>
Zip Code:	<input type="text" value="01760"/>	Country:	<input type="text" value="USA"/>

Mailing Address

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

Street Number:	<input type="text"/>	Street Name:	<input type="text"/>
City/Town:	<input type="text"/>	State:	<input type="text"/>
Zip Code:	<input type="text"/>	Country:	<input type="text"/>

Publicly Traded

Is this organization publicly traded? ☐ Yes ☒ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? ☒ Direct ☐ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

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

Ownership / Interest

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

Name of Beneficial Interest - Organization	FEIN
NA	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
NA			

Prior Disciplinary Action

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

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
NA				



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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSES)</small>	TBD	LICENSEE NAME:	New BCB, LLC	CITY/TOWN:	Natick
---	-----	----------------	--------------	------------	--------

APPLICANT INFORMATION

LAST NAME:	Kelly, Jr.	FIRST NAME:	Fred	MIDDLE NAME:	Anthony			
MAIDEN NAME OR ALIAS (IF APPLICABLE):			PLACE OF BIRTH:	Woonsocket, RI				
DATE OF BIRTH:	12/25/1959	SSN:			ID THEFT INDEX PIN (IF APPLICABLE):			
MOTHER'S MAIDEN NAME:	Forte	DRIVER'S LICENSE #:			STATE LIC. ISSUED:	Massachusetts		
GENDER:	MALE	HEIGHT:	5	10	WEIGHT:	202	EYE COLOR:	Blue
CURRENT ADDRESS:	37 Jackson Road							
CITY/TOWN:	Wellesley	STATE:	MA	ZIP:	02481			
FORMER ADDRESS:								
CITY/TOWN:		STATE:		ZIP:				

PRINT AND SIGN

PRINTED NAME:	Fred Anthony Kelly, Jr.	APPLICANT/EMPLOYEE SIGNATURE:	<i>Fred Anthony Kelly, Jr.</i>
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NOTARY INFORMATION

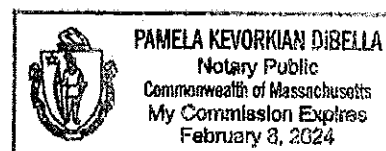
On this 4th day of April 2018 before me, the undersigned notary public, personally appeared Fred Anthony Kelly, Jr.
(name of document signer), proved to me through satisfactory evidence of identification, which were Personal Knowledge
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Pamela Kevoorkian DiBella
NOTARY

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE:	

The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 560-4634.





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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSE)	IBD	LICENSEE NAME:	New BCB, LLC	CITY/TOWN:	Natick
---------------------------------------	-----	----------------	--------------	------------	--------

APPLICANT INFORMATION


LAST NAME:	Wilber	FIRST NAME:	Thomas	MIDDLE NAME:	Richard			
MAIDEN NAME OR ALIAS (IF APPLICABLE):			PLACE OF BIRTH:	Attleboro, MA				
DATE OF BIRTH:	10/04/1962	SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	O'CONNOR	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts			
GENDER:	MALE	HEIGHT:	5	7	WEIGHT:		EYE COLOR:	Hazel
CURRENT ADDRESS:	17 Short Street							
CITY/TOWN:	Walpole	STATE:	MA	ZIP:	02032			
FORMER ADDRESS:	21 Chmper St.							
CITY/TOWN:	Newton	STATE:	MA	ZIP:	02467			

PRINT AND SIGN

PRINTED NAME:	Thomas Wilber	APPLICANT/EMPLOYEE SIGNATURE:	Thomas Wilber
---------------	---------------	-------------------------------	---------------

NOTARY INFORMATION

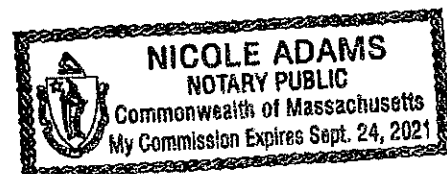
On this 3rd of April 2018 before me, the undersigned notary public, personally appeared Thomas WILBER
(name of document signer), proved to me through satisfactory evidence of identification, which were MOL
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.


NOTARY

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

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



*Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America.*

David A. Kelly, Jr.
SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA

Type / Type / Tipo	Gate / Code / Código	Passport No / No. du Passeport / No. de Pasaporte
--------------------	----------------------	---

P

USA

Surname / Nom / Apellidos

KELLY JR

Given Names / Prénoms / Nombres

FRED ANTHONY

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

25 Dec 1959

Place of birth / Lieu de naissance / Lugar de nacimiento

RHODE ISLAND, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

24-Nov-2017

Date of expiration / Date d'expiration / Fecha de caducidad

23 Nov 2027

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

Sex / Sexe / Sexo

M

Authority / Autorité / Autoridad

United States

Department of State

USA

[illegible]

We the People

*Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America.*

Thomas R. Wilber

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

3

PASSPORT
PASSEPORT
PASAPORTE



UNITED STATES OF AMERICA

Type / Type / Tipo Code / Code / Código Passport No. / No. du Passerport / No. de Pasaporte

P

USA

Surname / Nom / Apellidos

WILBER

Given Names / Prénoms / Nombres

THOMAS RICHARD

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

04 Oct 1962

Place of birth / Lieu de naissance / Lugar de nacimiento

MASSACHUSETTS, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

06 Mar 2015

Date of expiration / Date d'expiration / Fecha de caducidad

05 Mar 2025

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

Sex / Sexe / Sexo

M

Authority / Autorité / Autoridad

United States
Department of State

USA

LLC VOTE

APPLICATION FOR FARMER SERIES POURING PERMIT AND APPOINTMENT OF MANAGER

This is to certify that at a duly held meeting of the members of,

New BCB, LLC,

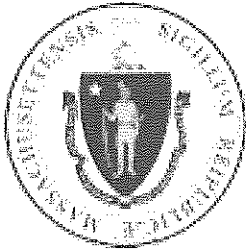
It was voted to apply to the Commonwealth of Massachusetts and Town of Natick for a Farmer Series Pouring Permit at 21 Summer Street, Natick, Massachusetts; and to appoint Thomas Wilber, as manager of record for said license, with full authority and control of the licensed premise and of the conduct of all business therein relative to alcoholic beverages as the licensee itself should in anyway have and exercise if it were a natural person resident in the Commonwealth; and to authorize Attorney Andrew Upton to execute any documents reasonably necessary for the submission of said application.

[signature page follows]

The foregoing statement is made under penalty of perjury on January 30,, 2018

BY: Theron Hulley

TITLE: Partner



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)

Identification Number: 001271740

1. The exact name of the limited liability company is: NEW BCB LLC

2a. Location of its principal office:

No. and Street: 37 JACKSON ROAD
 City or Town: WELLESLEY State: MA Zip: 02481 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 37 JACKSON ROAD
 City or Town: WELLESLEY State: MA Zip: 02481 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:

THE GENERAL CHARACTER OF THE LLC SHALL INITIALLY BE TO ENGAGE IN THE OPERATION OF A BREW ON PREMISES, AND ALL THINGS INCIDENT THERETO OR USEFUL IN CONNECTION THEREWITH

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ALAN E. MCKENNA, ESQ.
 No. and Street: STEVENSON, MCKENNA & CALLANAN LLP
350 LINCOLN STREET, SUITE 2400
 City or Town: HINGHAM State: MA Zip: 02043 Country: USA

I, ALAN E. MCKENNA 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	FRED A. KELLY JR.	37 JACKSON ROAD WELLESLEY, MA 02481 USA

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	Address (no PO Box)
-------	-----------------	---------------------

First, Middle, Last, Suffix	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 <small>First, Middle, Last, Suffix</small>	Address (no PO Box) <small>Address, City or Town, State, Zip Code</small>
REAL PROPERTY	FRED A. KELLY JR.	37 JACKSON ROAD WELLESLEY, MA 02481 USA

9. Additional matters:

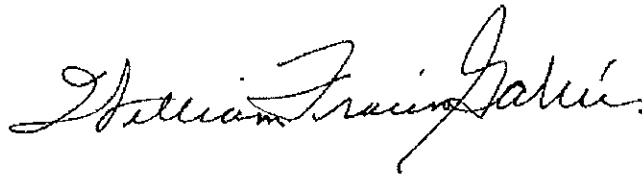
SIGNED UNDER THE PENALTIES OF PERJURY, this 30 Day of April, 2017,
FRED A. KELLY, JR.
(The certificate must be signed by the person forming the LLC.)

© 2001 - 2017 Commonwealth of Massachusetts
 All Rights Reserved

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:

April 30, 2017 08:07 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

NEW BCB LLC
OPERATING AGREEMENT

AGREEMENT dated as of the 30th day of April, 2017 (the "Effective Date"), by and among (i) the persons identified as Members on Schedule I annexed hereto, made a part hereof, and incorporated herein by this reference thereto, and (ii) the person or persons identified as Manager or Managers on Schedule II annexed hereto, made a part hereof, and incorporated herein by this reference thereto. Except as otherwise provided, the capitalized terms used in this Agreement shall have the meanings set forth in Article X hereof.

WHEREAS, the LLC has been formed as a limited liability company under the laws of the Commonwealth of Massachusetts by the filing on or about the 30th day of April, 2017 of the Articles in the office of the Secretary of State of the Commonwealth of Massachusetts; and

WHEREAS, the Members and Managers wish to set out fully their respective rights, obligations and duties with respect to the LLC.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereto hereby agree as follows:

ARTICLE I

Organizational Powers

1.01 Organization. The Managers shall file such certificates and documents as appropriate to comply with the requirements for the operation of a limited liability company in accordance with the laws of any jurisdictions in which the LLC conducts business and shall continue to do so as long as the LLC conducts business therein. By Unanimous Consent of the Managers, the LLC may establish places of business within and without the Commonwealth of Massachusetts, as and when required by its business and in furtherance of its purposes set forth in the Articles, and shall appoint agents for service of process in all jurisdictions in which the LLC shall conduct business. Except as otherwise provided herein, by Unanimous Consent of the Managers, the LLC may from time to time change its name, the location of its registered office, the general character of its business and/or any other matter described in the Articles.

1.02 Purposes of the LLC. The LLC is organized for the purposes of operating a brew on premises, and all things incident thereto or useful in connection therewith. The authority granted to the Managers hereunder to bind the LLC shall be limited to actions necessary or convenient to this business purpose.

1.03 Powers. Subject to all other provisions of this Agreement, the LLC through its Managers, in furtherance of the purposes of the LLC and the conduct of the business of the LLC as described in Section 1.02 and in the Articles, shall have and exercise all of the powers and

rights conferred upon limited liability companies formed pursuant to the Act, including without limitation, the power and right:

(a) To enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of, the purposes of the LLC, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the laws of the Commonwealth of Massachusetts;

(b) To acquire by purchase, lease or otherwise any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the LLC;

(c) To construct, operate, maintain, finance, improve, own, sell, convey, assign or lease any real estate and/or any personal property;

(d) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the LLC, and to secure the same by mortgage, pledge or other loan on any of the assets of the LLC;

(e) To the extent that funds of the LLC are available, to pay all expenses, debts and obligations of the LLC;

(f) To prepay, in whole or in part, refinance or modify any mortgage affecting any assets of the LLC;

(g) To employ Persons, including Affiliated Persons, to provide advisory, administrative, professional and other services to the LLC, and to pay reasonable compensation for such services;

(h) To sell, convey and assign any or all of the assets of the LLC in the ordinary course of business and to take all other appropriate actions in connection with the liquidation of the LLC;

(i) To enter into, execute, modify, amend, supplement, acknowledge, deliver, perform and carry out contracts of any kind, including, but not limited to, any of the following:

(i) any and all agreements, certificates, instruments or documents required by any mortgagee from time to time in connection with the acquisition, ownership, development and operation of any of the assets of the LLC;

(ii) any deed, lease, mortgage, mortgage note, bill of sale, contract or any other instrument purporting to convey or encumber any of the assets of the LLC;

(iii) any and all instruments or documents requisite to carrying out the intention and purpose of this Agreement, including, without limitation, the filing of all business

certificates, all amendments thereto and documents deemed advisable by the Managers in connection with obtaining or maintaining any financing arrangements for any of the assets of the LLC;

(iv) any and all agreements, contracts, documents, notes, certificates and instruments whatsoever involving the construction, development, management, maintenance and operation of any of the assets of the LLC; and

(v) any and all operating agreements of limited liability companies, whether as a member or manager, joint venture, limited liability, limited and general partnership agreements, guarantees, and contracts establishing business arrangements or organizations, necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC; and

(j) To take any other action not prohibited under the Act or other applicable law.

1.04 Principal Place of Business. The initial principal place of business of the LLC shall initially be 37 Jackson Road, Wellesley, MA 02481, or at such other location as designated by the Managers, or officers of the LLC.

1.05 Membership. The Members and their Percentage Interests are identified on Schedule I attached hereto. Said Schedule I shall be amended by the Managers from time to time to reflect any change in the classes of membership, the Members, the Members' Percentage Interests and/or in a Member's address. The Company is not obligated to issue certificates to represent membership interests to any Member.

1.06 Managers.

(a) Reference is hereby made to the fact that the initial Managers of the LLC are Fred A. Kelly, Jr. ("Kelly") and Tom Wilber ("Wilber") and the initial Tax Matters Manager of the LLC is Wilber, who shall hereinafter be referred to collectively as the "Managers" and individually as "Manager". Successors shall be designated in accordance with Article V hereof.

(b) The then elected and appointed Managers shall be responsible collectively for the management of the LLC.

(c) All required action of the Managers shall be undertaken by Unanimous Consent of the Managers unless specifically provided otherwise herein.

ARTICLE II

Capital Contributions of Members

2.01 Initial Capital Contributions.

(a) Kelly shall make an initial Capital Contribution by (i) contributing cash in the amount of .

- (b) The initial Capital Contribution required by this Section 2.01 shall be made within 30 days of execution and delivery of this Agreement.

2.01 Percentage Interests.

The Percentage Interest of each Member is as set forth on *Schedule I*.

2.02 Additional Capital Contributions/Member Loans

- (a) No Member shall be obligated to make any Capital Contribution to the Company or to loan or advance any funds thereto.
- (b) If, from time to time, the Managers determine that additional funds are required in connection with the Company's business, then, the Managers may give notice (a "Call Notice") to the Members requesting that they make Capital Contributions or Member Loans ("Advances") of such additional funds. Each Call Notice shall set forth the amount of Advances that are required, whether such Advances shall be made as Capital Contributions or Members Loans, and a date no less than fifteen (15) days after the date the Call Notice is given by which such Advances must be made. Any Member may, but shall not be obligated to, elect to make an Advance by giving the Managers notice of such election within ten (10) days after the Call Notice is given setting forth the amount of the Advance that such Member wishes to make. If more than one Member elects to make an Advance, the electing Members shall make such Advances *pro rata* in accordance with their respective Percentage Interests; *provided*, however, that if any Member wishes to make a smaller Advance than such Member's allotment hereunder, the other electing Members may make the remaining portion of such Advances on a *pro rata* basis.
- (c) Any Member Loan shall be evidenced by a promissory note and shall be an obligation of the Company, but no Member shall be personally obligated to repay the Member Loan, and the Member Loan shall be payable or collectible only out of the assets of the Company. Unless otherwise agreed by all Members, each Member Loan shall bear interest at a variable annual rate equal to the Prime Rate, shall be repayable out of the first cash available therefore before any Distributions to the Members, and shall be repayable in all events within three years after such Member Loan is made.

ARTICLE III

Liability of Members

3.01 Liability of Members. No Member, in his capacity as a Member, shall have any liability to restore any negative balance in his Capital Account or to contribute to, or in respect

of, the liabilities or the obligations of the LLC, or to restore any amounts distributed from the LLC, except as may be required under the Act or other applicable law. In no event shall any Member, in his capacity as a Member, be personally liable for any liabilities or obligations of the LLC.

3.02 Third Party Liabilities. The provisions of this Article III are not intended to be for the benefit of any creditor or other Person to whom any debts, liabilities or obligations are owed by the LLC or any of the Members. Moreover, notwithstanding anything contained in this Agreement, including specifically but without limitation this Article III, no such creditor or other Person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability or obligation against the LLC or any Member.

ARTICLE IV

Distributions; Profits and Losses

4.01 Distributions During the Term

(a) Cash Flow Distributions. The Managers shall distribute Cash Flow in accordance with the following:

First, the Managers shall distribute to the Members on an annual basis on or before the 15th day of March of each year if available at the Managers' discretion and so long as the same does not breach any loan covenant or other obligations of the LLC to any institutional lender, amounts intended to cover the potential federal and state income tax obligations of such Members due to the cumulative allocation to them of taxable income in excess of tax losses for the fiscal year preceding the date of such distribution pursuant to this Agreement. For purposes of the foregoing, such federal and state income tax obligations of each Member shall be assumed to equal the highest effective combined federal and state income tax rate applicable to any Member multiplied by the cumulative allocation to all Members of taxable income in excess of tax losses determined as described in the definition of Profits and Losses without the adjustments listed therein. Such distributions shall be made to the Members on a pro rata basis, based upon the ratio of each Member's Percentage Interest to the total Membership Interests of all Members of the LLC at the time of such distribution.

Second, Cash Flow in excess of the above may be distributed from time to time in the complete discretion of the Managers. If such Cash Flow is distributed by the Managers, such distributions shall be made among the Members on a *pro rata* basis, based upon the ratio of each Member's Percentage Interest to the total Membership Interests of all Members of the LLC at the time of each such distribution.

(b) Distributions of Proceeds of Capital Transactions and Capital Contributions. Prior to dissolution, if the Managers determine from time to time, that cash is

available from proceeds of Capital Transactions or from Capital Contributions of the Members, which cash is not required for LLC purposes, such cash may be distributed to the Members in the complete discretion of the Managers, acting with the Unanimous Consent of the Managers. Each time such cash is distributed, such distribution shall be made among the Members on a *pro rata* basis, based upon the ratio of each Member's Percentage Interest to the total Membership Interests of all Members of the LLC at the time of each such distribution.

4.02 Distributions in Connection with Dissolution. Upon dissolution of the Company, all assets of the Company shall be paid out in accordance with Section 7.2.B.

4.03 Capital Accounts

- (a) A separate Capital Account shall be maintained and shall be determined, on any particular day, for each Member in the manner set forth in Code Section 704(b) and the Treasury Regulations issued thereunder. Specifically, but without limiting the generality of the foregoing, there shall be credited to each Member's Capital Account the following amounts:
 - (i) the cumulative amount of cash and the net fair market value of other property, if any, contributed to the capital of the Company by such Member as of such date; and
 - (ii) the cumulative amount of Profits that have been allocated to such Member as of such date pursuant to this Article IV;and there shall be charged against such Member's Capital Account the following amounts:
 - (i) the cumulative amount of cash, and the net fair market value of other property, if any, distributed to such Member pursuant to this Article IV as of such date; and
 - (ii) the cumulative amount of Losses that have been allocated to such Member as of such date pursuant to this Article IV.
- (b) In order to preserve the Members' relative interests in appreciation, if any, in the value of the assets occurring during the term of the Company and in the tax consequences attributable thereto, the Capital Accounts of all Members shall be adjusted upon and as of the date of any of the following events as if a sale of all of the assets (at their respective fair market values at such times) occurred then and the Company recognized gain or loss, as the case may be, for federal income tax purposes thereon; namely: (i) the acquisition of an additional Interest in the Company by any new or existing Member in exchange for more than a *de minimis* Capital

Contribution; (ii) distribution by the Company to a Member of more than a *de minimis* amount of assets other than money, unless all Members receive simultaneous distributions of undivided interests in the distributed assets in proportion to their Percentage Interests; or (iii) the termination of the Company for federal income tax purposes pursuant to Code Section 708(b)(1)(B). The adjustment of Capital Accounts pursuant to this Subsection B shall be done in all respects in accordance with the Treasury Regulations issued under Code Section 704(b) and, specifically, shall take proper account of previous adjustments hereunder, if any, and, if an asset is a contributed asset, of its fair market value at the time of its contribution.

- (c) The Members confirm that the initial Capital Account of each Member is as set forth on *Schedule I*.

4.04 Allocation of Profits and Losses. After giving effect to the special allocations required by Section 4.05 below, Profits and Losses for any Fiscal Year shall be allocated among the Members so that, to the extent possible, the Capital Account balance of each Member shall equal the amount such Member would receive if the Company were to dispose of all of its assets on the last day of such Fiscal Year for an amount equal to their book value (or, if greater, the amount of nonrecourse indebtedness secured by such assets) and then liquidate and dissolve, distributing the proceeds of such liquidation in the manner set forth in Section 7.2.

4.05 Special Allocations

- (a) To the extent (and only to the extent) that any allocation of Losses in accordance with Section 4.04 would cause a Member to have a deficit balance in such Member's Capital Account that is in excess of such Member's "share of partnership minimum gain" as defined in, and determined in accordance with, Treasury Regulations Section 1.704-2(g), such Losses shall be allocated to the Member or among the Members, as the case may be, who (under the provisions of the Act, this Agreement or other arrangements, such as guarantees, indemnifications or non-recourse loans to the Company) bear the burden of an economic loss corresponding to such loss or deduction, all as determined in accordance with the Treasury Regulations issued under Code Sections 752 and 704(b).
- (b) The following special income allocations shall be made in the following order:
 - (i) *Minimum Gain Chargeback.* If, during any Fiscal Year, there is a net decrease in any Member's share of partnership minimum gain, and if, under the "minimum gain chargeback" rule set forth in Treasury Regulation Section 1.704-2(f), such decrease requires a special allocation of Company income and gain to such Member, then such Member shall be specially allocated items of Company

income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) to the extent (and only to the extent) required by such "minimum gain chargeback" rule.

- (ii) *Qualified Income Offset.* If, at the end of any Fiscal Year, any Member has a deficit balance in such Member's Capital Account that is in excess of the sum of (A) such Member's share of partnership minimum gain plus (B) the aggregate amount of all Company obligations with respect to which such Member bears the burden (whether under the provisions of the Act, this Agreement or other arrangements, such as guarantees, indemnifications or non-recourse loans to the Company -- all as determined in accordance with the Treasury Regulations issued under Code Sections 752 and 704(b)) of an economic loss over and above such Member's Capital Contribution, then such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible; *provided* that such an allocation shall be made if and only to the extent that such excess would exist after all other allocations provided for in this Article Four have been tentatively made without regard to this provision. This provision shall be applied so as to fulfill the "qualified income offset" rule set forth in Treasury Regulation Section 1.704-1(b)(2)(ii)(d).
- (c) Notwithstanding the above provisions (other than the provisions of Section 4.05.b) of this Article IV, and in accordance with Code Section 704(c) and the Treasury Regulations issued thereunder, income, gain, loss, deduction and credit with respect to any property contributed to the capital of the Company by any Member (i) shall, solely for federal income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company immediately after its contribution and its fair market or "book" value immediately after its contribution, but (ii) shall be reflected in adjustments to the Capital Accounts of the Members on a "book" basis.
- (d) The allocations of gain and loss pursuant to this Article IV do not relate to gains and losses that, by reason of any non-recognition provision of the Code (such as Code Sections 351, 721, 368 and 1031), are not recognized for federal income tax purposes.
- (e) Except as otherwise required by the Code, tax credits shall be allocated to the Members, *pro rata* in accordance with their respective Percentage Interests.

ARTICLE V

Management

5.01 Management of the LLC. The overall management, control and operation of the business and affairs of the LLC shall be vested in the Managers. The Managers, within the authority granted to them under, and in accordance with, the provisions of this Agreement, shall have the full and exclusive right to manage and control the business and affairs of the Company and to make all decisions regarding the Company's business. In addition to any other rights and powers which the Managers may possess under this Agreement and the Act, the Managers shall have all specific rights and powers required or appropriate to the management of the Company's business.

Except as otherwise expressly provided in this Agreement, any action to be taken or consent to be given by the Managers shall be taken or given with the unanimous consent of the Managers.

Without limiting the generality of this Section 5.01, the Managers are expressly authorized to execute such Instruments and take such actions as shall they, in their discretion, deem necessary or advisable, and to do all things necessary or appropriate to carry on the business and purposes of the LLC, including without limitation the right:

- (a) To manage the business of the LLC, including through Persons employed by the LLC for such purpose;
- (b) To execute, deliver, make, modify or amend such documents and instruments, in the name of the LLC, as may be necessary or desirable in connection with the management of the business of the LLC or for the purposes of the LLC;
- (c) To borrow money and otherwise obtain credit and other financial accommodations;
- (d) To perform or cause to be performed all of the LLC's obligations under any agreement to which the LLC is a party, including without limitation, any obligations of the LLC or otherwise in respect of any indebtedness secured in whole or in part by, or by lien on, or security interest in, any asset(s) of the LLC;
- (e) To employ, engage or retain any Persons to act as employees, agents, brokers, accountants, lawyers or in such other capacity as the Managers may deem necessary or desirable;
- (f) To appoint individuals to act as officers of the LLC and to delegate to such individuals such authority to act on behalf of the LLC and such duties and functions as the Managers shall determine, including such duties as would normally be delegated to officers of a corporation holding similar offices;

(g) To adjust, compromise, settle or refer to arbitration any claim in favor of or against the LLC or any of its assets, to make elections in connection with the preparation of any federal, state and local tax returns of the LLC, and to institute, prosecute, and defend any legal action or any arbitration proceeding;

(h) To acquire and enter into any contract of insurance necessary or proper for the protection of the LLC and/or any Member and/or any Manager, including without limitation to provide the indemnity described in Section 5.06 or any portion thereof;

(i) To establish a record date for any distribution to be made under Article IV;

(j) To acquire the business of any other entity consistent with the purposes of the LLC including the purchase of substantially all assets of another business, merger, or any other like transaction;

(k) To cause a sale of the LLC's business, including a sale of substantially all assets of the LLC, merger of the LLC with another entity or any other like transaction;

(l) To license the intellectual property of the LLC or one of its subsidiaries for purposes of building other restaurants owned by the LLC or for purposes of franchising the business of the LLC to any third parties or for any other purpose which the Managers, acting by Consent, deem is in the best interest of the LLC; and

(m) To perform any other act which the Managers may deem necessary or desirable for the LLC or its business;

(n) To cause the LLC to issue Membership Interests at such time and under such circumstances as the Managers deem prudent;

(o) To amend this Restated Operating Agreement but only in accordance with any applicable law and if requiring Member consent, then only pursuant to appropriate Member consent.

5.02 Managers: Number, Tenure and Qualifications.

(a) As previously set forth above the Managers shall initially be Kelly and Wilber.

(b) Any Manager may be removed by the Super Majority Consent of the Members. In the event that any Manager is so removed or otherwise ceases to serve as Manager, a replacement Manager shall be undertaken by the Super Majority Consent of the Members.

(c) Except as otherwise provided in this Agreement, each Manager shall hold office until his or its successor shall have been elected and qualified.

(d) No Manager is required to hold any Membership Interest in the LLC in order

to serve as a Manager. It is specifically provided that any Manager, including a Manager who does not hold a Membership Interest in the LLC, has the authority to bind the LLC in the manner set forth in Section 5.03. Managers need not be natural persons.

(e) No Manager may resign from, retire from, abandon or otherwise terminate his status as a Manager except after sixty (60) days Notice to the other Manager. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of such Member from the LLC.

(f) The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of such Member from the LLC.

5.03 Binding the LLC. Any action taken by any Manager within the scope of the powers enumerated in Sections 1.03 and 5.01 shall bind the LLC and all Members thereof and shall be deemed to be the action of the LLC and of all such Members. The signature of any one (1) Manager on any agreement, contract, instrument or other document shall be sufficient to bind the LLC in respect thereof and conclusively evidence the authority of such Manager and the LLC with respect thereto, and no third party need look to any other evidence or require joinder or consent of any other party with respect thereto. Any Manager who acts on behalf of the LLC, without the Unanimous Consent of the Managers, shall indemnify the LLC, the other Manager and the Members for any and all costs or damages incurred as a result of such Manager's unauthorized acts. No Member who is not a Manager shall take any action to bind the LLC, and each such Member who is not a Manager shall indemnify the LLC for any costs or damages it incurs as a result of the unauthorized action of such Member.

5.04 Compensation and Reimbursement of Managers. A Manager shall be entitled to a salary or other compensation as approved by the Unanimous Consent of the Managers. The Managers shall reimburse any Member or Manager, including themselves, for all reasonable expenses incurred by such Member or Manager on behalf of the LLC. The Managers shall determine which expenses, if any, are allocable to the LLC in a manner which is fair and reasonable to the Member or Manager who has incurred such expenses and to the LLC, and if such allocation is made in good faith it shall be conclusive in the absence of manifest error.

As of the date hereof, the Managers agree that:

(a) Wilber shall have primary responsibility for running the day to day operations of the brew on premises business of the LLC. Wilber shall be required to devote that portion of his full business time, attention and energies to the performance of services required under this Agreement.

(b) Kelly shall provide advice, guidance and support to Wilber but shall not be required to devote any significant portion of his full business time, attention and energies to the operation of the brew on premises business of the LLC.

5.05 Authority to Deal with Affiliates/Other Interests

(a) The Company may, for, in the name of, and on behalf of the Company enter into such Instruments with a Manager, any Member or any affiliate of any Manager or any Member to undertake and carry out the business of the Company as if such Manager, Member or affiliate were an independent contractor; *provided* that, without the consent of all Members, the Managers may not obligate the Company to pay more than reasonable compensation for and on account of any such services and may not accept terms that are less favorable to the Company than are available from others on an arm's-length basis in the same geographical area.

(b) Nothing contained in this Agreement shall prevent any Manager, any Member or any affiliate of any Manager or Member from engaging in or possessing an interest in other business ventures and no Manager or Member shall have any duty to present other investment opportunities to the Company (or to the other Member), whether or not any such other venture is directly or indirectly in competition with the Company. No Manager or Member has any duty to present other investment opportunities to the Company (or to any other Member).

(c) Neither the Company nor any Member shall have any rights in or to any income or profits derived by any other Member from any Persons and any arrangements, agreements and ventures authorized and permitted by this Section 5.05.

5.06 Exculpation and Indemnification.

(a) None of the Managers of the LLC, the officers, directors, managers, members or principals of such Managers, nor the officers of the LLC (each, an "**Indemnitee**") shall have any liability to the LLC or any Member for any loss suffered by the LLC or any Member which arises out of any action or inaction of an Indemnitee in connection with the Indemnitee's role as a Manager (or officer, director, manager, member or principal of a Manager) or officer on behalf of the LLC, unless such action or inaction by such Indemnitee shall have been determined in a judicial proceeding or settlement to constitute actual fraud or willful misconduct.

(b) Subject to the limitations contained in this Section 5.06, the LLC shall indemnify each Indemnitee against all losses, liabilities, damages and expenses incurred by such Indemnitee as a result of any actions or omissions taken or omitted in connection with providing services to the LLC or the performance of the Indemnitee's duties under this Agreement or by reason of any action or omission taken or omitted on behalf of the LLC. Such indemnity shall cover, without implied limitation, judgments, settlements, fines, penalties and counsel fees reasonably incurred in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, before or threatened to be brought before any court or administrative body, in which an Indemnitee may be or may have been involved as a party or otherwise, or with which it has been threatened, by reason of being or having been an Indemnitee, or by reason of any act or omission on behalf of the LLC or otherwise taken or omitted in connection with providing services to the LLC or the performance of the Indemnitee's duties under this Agreement; provided, however, that an Indemnitee shall not be entitled to indemnification pursuant to this Section 5.06(b) with respect to any matter as to which such Indemnitee shall have been determined in a judicial proceeding or settlement to constitute actual fraud or willful

misconduct. The right of indemnification provided hereunder shall not be exclusive of, and shall not affect, any other rights to which any Indemnitee may be entitled and nothing contained in this Section 5.06(b) shall limit any lawful rights to indemnification existing independently of this Section 5.06(b).

(c) The LLC shall pay the expenses incurred by an Indemnitee in defending any civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein. No Indemnitee shall be required, as a condition to receiving any advancement of expenses, to demonstrate an ability to repay such amounts if repayment is required pursuant to this Section 5.06.

(d) The LLC may purchase and maintain insurance with such limits or coverages as the Managers reasonably deem appropriate, at the expense of the LLC and to the extent available, for the protection of any Indemnitee against any liability incurred by such Indemnitee in any such capacity or arising out of his status as such, whether or not the LLC has the power to indemnify such Indemnitee against such liability. The LLC may purchase and maintain insurance for the protection of any Manager, officer, employee, consultant or other agent of any other organization in which the LLC owns an interest or of which the LLC is a creditor against similar liabilities, whether or not the LLC has the power to indemnify him or it against such liabilities. Any amounts payable by the LLC to an Indemnitee pursuant to this Section 5.06 shall be payable first from the proceeds of any insurance recovery pursuant to policies purchased by the LLC and then from the other assets of the LLC, provided that the foregoing shall not affect the LLC's obligation to advance expenses pursuant to paragraph (c) above if the insurance company that has issued such policy will not advance such expenses.

5.07 Other Activities. Except as otherwise provided in any written contract by and between the LLC and a Member or Affiliate, the Members, Managers, and any Affiliates of any of them may possess interests in investment opportunities or engage in other business ventures of every kind and description, independently or with others. Neither the LLC nor any Member shall have any rights in or to such investments, business ventures or the income or profits therefrom.

5.08 Officers. Notwithstanding anything else herein contained to the contrary, the Managers may in their discretion, appoint any person to the position of Chief Executive Officer, President, Treasurer, or one or more Vice Presidents, or any other office to serve as such until the earlier of said person's death, resignation, or removal. The right of removal or to terminate the position shall be undertaken by the Unanimous Consent of the Managers in their sole and absolute discretion. The utilization of officers shall be undertaken at the discretion of the Managers, as they deem appropriate, including the granting of the power to said officer to act individually to represent and bind the LLC in all matters in accordance with the scope of their respective duties.

5.09 Meetings of Members. The Members may decide issues submitted to their vote pursuant to the terms of this Agreement at meetings of the Members at which a quorum is

present. Meetings of the Members shall be held on call of the Unanimous Consent of the Managers of the LLC.

Members may participate in a meeting and be deemed present for all purposes if such meeting makes use of any means of communication by which all Members participating may simultaneously hear each other during the meeting. A quorum at any such meeting shall exist if Members holding a Super Unanimous are present. If less than a quorum shall be in attendance at the time for which a meeting shall have been called, the meeting shall be adjourned and the Managers shall provide notice of the new meeting date.

Written notice stating the purpose, place, day and hour of every meeting of the Members shall be given not less than three (3) nor more than thirty (30) days before the date of the meeting to each Member, at his or its address which appears on the records of the LLC. All such meetings shall be held at such reasonable times and places determined by the Unanimous Consent of the Managers. Meetings may be held at any time without notice if all of the Members are present, or those not present have waived notice thereof in writing. Unless otherwise set forth herein, all actions taken by the Members at a meeting of the Members shall require the Super Unanimous Consent of Members.

Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if the action is taken with the Super Majority Consent of Members. Such action without meeting shall be evidenced by one or more written consents to be filed with the LLC's records.

5.10 Noncompetition; Non-Solicitation. So long as any Member is a Member, and for a period of two (2) years thereafter, he / she shall not individually or jointly with others, directly or indirectly, whether for his/her own account or for that of any other Person: (1) operate, engage in, own or hold any ownership interest in, have any interest in or lend any assistance to, any business performing brew on premises services, and shall not act as an officer, director, employee, partner, independent contractor, consultant, principal, agent, or in any other capacity for, nor lend any assistance (financial or otherwise) or cooperation to any such business or Person or entity; or (2) solicit any customer of the LLC who has done business with the LLC within the prior twelve (12) month period).

ARTICLE VI

Fiscal Matters

6.01 Books and Records. The LLC shall keep complete and accurate books and records of the LLC. Such books and records shall all be maintained and be available, in addition to any documents and information required to be furnished to the Members under the Act, at an office of the LLC for examination and copying by any Member, or his duly authorized representative, upon reasonable request therefor and at the expense of such Member. A current and past list of the full name and last known address of each Manager, a current and past list of the full name and last known address of each Member together with the contribution and share of profits and losses of each Member or information from which such share can be readily derived, a copy of

this Agreement, any amendments thereto, and the Articles, including all amendments thereto, executed copies of all powers of attorney, if any, pursuant to which this Agreement, the Articles or any amendment thereto have been executed, copies of the LLC's financial statements and federal, state and local income tax returns and reports, if any, for the six most recent years, shall all be maintained at the registered office of the LLC. Within one hundred twenty (120) days after the end of each fiscal year of the LLC (or such longer period of time determined in the discretion of the Managers), each Member shall be furnished with financial statements, compiled by the accounting firm then engaged by the LLC, which shall contain a balance sheet as of the end of the fiscal year and statements of income and cash flows for such fiscal year.

6.02 Bank Accounts. The funds of the Company shall be deposited in the name of the Company in such bank accounts and/or other accounts of the Company as shall be selected by the Managers and withdrawals shall be made and other activity conducted on such signature or signatures as determined by the Managers.

6.03 Fiscal Year. Unless and until changed by the Managers, the fiscal year of the LLC shall end on December 31 of each year.

6.04 Tax Status, Allocations and Reports.

(a) Each of the Members acknowledges that it is intended that the LLC will be taxed as a partnership for federal income tax purposes and therefore will be subject to all provisions of Subchapter K of Chapter 1 of Subtitle A of the Code.

(b) The certified public accounting firm retained by the LLC shall prepare or cause to be prepared all tax returns and statements, if any, which must be filed on behalf of the LLC with any taxing authority and such accountant shall submit such returns and statements to each of the Members and make timely filing thereof.

6.05 Section 754 Election. Upon the request of any Member or any successor in interest of a Member, the LLC shall file an election under Section 754 of the Code, permitting an adjustment to basis under Section 743 and/or Section 734 of the Code, or any successor provisions thereto.

6.06 Tax Matters Manager. The Tax Matters Manager shall be the Person so named in Schedule II hereto. At any time and from time to time, if there is no Tax Matters Manager, a Tax Matters Manager may be designated by Unanimous Consent of the Managers. The Tax Matters Manager is hereby authorized to and shall perform all duties of a "Tax Matters Partner" under the Code and shall serve as Tax Matters Manager until his, her or its resignation, or until the designation of his, her or its successor whichever occurs sooner.

ARTICLE VII

Transfer of Interests

7.01 General Restrictions on Transfer.

(a) No Member shall Transfer all or any part of his interest as a Member of the LLC except (i) as provided in Section 7.02, or (ii) with the Unanimous Consent of the Managers.

(b) Every Transfer of an interest as a Member of the LLC permitted by this Article VII shall nevertheless be subject to the following:

(i) No Transfer of any interest in the LLC may be made if such Transfer would cause or result in a breach of any agreement binding upon the LLC or of then applicable rules and regulations of any governmental authority having jurisdiction over such Transfer.

(ii) No interest as a Member of the LLC shall be transferred if, by reason of such Transfer, the classification of the LLC as a partnership for federal income tax purposes would be adversely affected or jeopardized, or if such Transfer would have any other substantial adverse effect for federal income tax purposes.

(iii) In the event of any Transfer, there shall be filed with the LLC a duly executed and acknowledged counterpart of the instrument affecting such Transfer. The transferee shall execute such additional documents and instruments as shall be reasonably required by the LLC, which shall include an agreement acknowledging and consenting to the terms of this Agreement.

(iv) Upon the admission or withdrawal of a Member, this Agreement (including without limitation Schedule I hereto) and/or the Articles shall be amended appropriately to reflect the then existing names and addresses of the Members. Notwithstanding any provision of this Agreement to the contrary, the Managers, acting by Consent, may amend this Agreement and/or the Articles to reflect the admission or withdrawal of a Member of the LLC (including without limitation Schedule I hereto).

(c) Any Person who acquires in any manner whatsoever an interest (or any part thereof) in the LLC, whether or not such Person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into the LLC as a Member, shall be deemed, by acceptance of the acquisition thereof, to have agreed to be subject to and bound by all of the terms, conditions, and obligations of this Agreement with respect to such interest and shall be subject to the provisions of this Agreement with respect to any subsequent Transfer of such interest.

(d) Any Transfer in contravention of any of the provisions of this Agreement shall be null and void and ineffective to Transfer any interest in the LLC, and shall not bind, or be recognized by, or on the books of, the LLC, and any transferee or assignee in such transaction shall not be, or be treated as, or deemed to be, a Member for any purpose. In the event any

Member shall at any time Transfer an interest in the LLC in contravention of any of the provisions of this Agreement, then the LLC and each other Member shall, in addition to all rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such transaction, and the offending Member shall not plead in defense thereto that there would be an adequate remedy at law; it being expressly hereby acknowledged and agreed by the Members that damages at law would be an inadequate remedy for a breach or threatened breach or other violation of the provisions concerning such transactions set forth in this Agreement.

(e) No Member shall encumber, pledge, mortgage or otherwise grant a security interest in the Member's interest in the LLC unless such encumbrance, pledge, mortgage or other grant of security interest is done in connection with financing provided to the LLC.

7.02 Permitted Transfers. Subject to the provisions of Section 7.01 above, any Member may Transfer, and the estate of any Member may Transfer the Membership Interest in the LLC formerly held by such Member to (i) any member of such Member's Immediate Family and/or (ii) a trust or trusts established for the benefit of any member of such Member's Immediate Family and/or (iii) to an Affiliate of such Member, if such Member is an Entity (each a "**Permitted Transferee**"), provided that the original owner of such Membership Interest shall retain all voting rights, if any, of such Member. Notwithstanding anything else herein contained to the contrary, in the event that a Member's Membership Interest is owned or held by an Entity, then any change in the control or ownership of the Entity (other than related to a Transfer to the Immediate Family of the controlling member of such Entity) shall be construed as a non authorized Transfer and subject to all the terms and conditions of Section 7.01 and Section 7.03 of this Agreement.

7.03 Right of First Refusal.

(a) A Member (the "**Offering Member**") who desires to Transfer the whole or any portion of his, her, or its Membership Interest as a Member of the LLC (other than a Permitted Transfer pursuant to Section 7.02), in addition to satisfying the requirements of Section 7.01, shall first obtain a bona fide offer for the purchase of the entire Membership Interest to be transferred and make the Membership Interest which is the subject of the bona fide offer available to the LLC on a first refusal basis upon the same terms and provisions as are set forth in such bona fide offer, in the manner hereinafter set forth.

(b) The Offering Member shall furnish a true and complete copy of the bona fide offer to the LLC, together with full and fair disclosure of any material information available as to the proposed transaction and the parties thereto, and the LLC shall have a period of 30 days thereafter within which to elect, by written notice to the Offering Member (the "**Exercise Notice**"), to purchase the entire Membership Interest to be transferred at the price (the "**Purchase Price**") and upon the terms set forth in the bona fide offer.

(c) If the Membership Interest of the Offering Member is being purchased by the LLC, the closing shall take place at the principal office of the LLC on the date specified for such closing, and as otherwise specified, in the Exercise Notice (which date shall not be earlier than 10 nor more than 30 days after the delivery of such Exercise Notice to the Offering Member). At the closing, the Purchase Price shall be paid by the LLC upon the terms set forth in the bona

bona fide offer and the Offering Member shall execute and deliver such instruments as may be required to vest in the LLC the Membership Interest to be sold free and clear of all liens, claims, and encumbrances. All information, trade secrets, or confidential financial or other data of the LLC shall be the property of the LLC, and the Offering Member shall not disclose or use to the detriment of the other Members or the LLC any confidential information, trade secrets, or confidential financial or other data of the LLC.

(d) If the requirements of Section 7.01 shall have been satisfied, but the Membership Interest of the Offering Member shall not be purchased by the LLC, the Offering Member may sell such Membership Interest to the maker of the bona fide offer, but only upon the terms and provisions originally set forth in the bona fide offer, provided such sale satisfies the following requirements:

- (i) Such sale is concluded within 120 days after the delivery to the LLC of the bona fide offer; and
- (ii) The maker of the bona fide offer shall enter into a valid and binding agreement, the effect of which will be that any Membership Interest in the LLC which is so Transferred shall continue to remain subject to the provisions of this Agreement with the same force and effect as if such Person had originally been a party hereto.

(e) The provisions of this Section 7.03 may be waived in connection with a proposed Transfer by Unanimous Consent of the Managers.

7.04 Involuntary Transfers. The following provisions shall apply in the event of (i) the death of a Member whose interest is not to be transferred to a Permitted Transferee upon such Member's death pursuant to Section 7.02, or (ii) a proposed Involuntary Transfer of an interest by a Member or a Permitted Transferee (for purposes of this Section 7.04, the deceased Member or Permitted Transferee, or the holder of the interest that is subject to an Involuntary Transfer, is referred to as the "**Transferring Member**").

(a) **Transfer Notice.** Immediately upon the death of a Transferring Member, the legal representative of the estate of the Transferring Member (the "**Representative**") shall give written notice thereof to the Managers. If no such notice is given, the LLC will be deemed to have notice of the death of the Transferring Member when the Managers receive notice thereof from any source. No less than (30) days prior to the date of an Involuntary Transfer of an interest, the Member or Permitted Transferee who owns the interest shall give written notice thereof to the Managers. In all cases, such notice shall be referred to as the "**Transfer Notice**" and the date on which the Managers receives the Transfer Notice shall be referred to as the "**Notice Date**."

(b) **Redemption Notice.** The LLC shall have an option to purchase the entire interest owned by the Transferring Member (the "**Transferred Interest**") at a price equal to the fair market value of the Transferred Interest as of the date of death of the Transferring Member or the date of the proposed Involuntary Transfer, as the case may be. The Managers, on behalf of the LLC, must exercise the LLC's right to redeem the Transferred Interest within sixty (60) days after the Notice Date by giving written notice (the "**Redemption Notice**") to the Transferring Member or the Transferring Member's legal representative, as applicable. If the LLC does not give the

Redemption Notice within the sixty (60) day period, the LLC shall be deemed to have refused to exercise its redemption right.

(c) Redemption Closing. If the LLC exercises its right to redeem the Transferred Interest, the closing of the redemption transaction shall occur on the date set forth in the Redemption Notice that is within sixty (60) days after the date of the Redemption Notice. If Fair Market Value of the Transferred Interest has not been determined by the closing date set forth in the Redemption Notice, the closing shall occur within ten (10) days following the final determination of Fair Market Value.

(d) Determination of Fair Market Value. The purchase price for the Transferred Interest shall be the fair market value of the Transferred Interest (the "**Fair Market Value**"), determined by an independent third party appraiser selected by the parties to the redemption agreement. If the parties to the redemption transaction cannot agree on an independent appraiser within thirty (30) days after the date of the Redemption Notice each side shall appoint an appraiser within ten (10) days after the expiration of such thirty (30) day period and the two appointed appraisers shall designate a single appraiser no later than five (5) days following expiration of such ten (10) day period. The appraiser shall promptly determine the Fair Market Value (in no event later than thirty (30) days after the date of appointment of the appraiser), and the appraiser's determination of Fair Market Value shall be final and binding on the LLC and the Transferring Member or Representative. The fees and costs relating to the appraisal shall be shared equally by the LLC and the Transferring Member or Representative.

(e) Payment of Purchase Price. At the discretion of the Managers, the LLC may pay the entire purchase price for the Transferred Interest at the closing or payment of the purchase price may be made by delivering to the Transferring Member or Representative, at the closing, (i) twenty percent (20%) of the purchase price in cash, and (ii) a promissory note for the balance of the purchase price. The promissory note shall contain the following provisions:

(i) The principal amount of the note will be equal to eighty percent (80%) of the purchase price, and will be payable in twenty (20) equal annual installments with the first installment to be paid on the first anniversary of the closing date, or for such other period as the parties may agree.

(ii) The note will bear simple interest at the rate of six percent (6%) per year, and the principal amount of the note will be accelerated in the event of a default in payment by the LLC or a sale of the LLC and its Subsidiaries.

ARTICLE VIII

Dissolution and Termination

8.01 Events Causing Dissolution. The LLC shall be dissolved and its affairs wound up upon the first to occur of the following events:

(a) The sale or other disposition of all or substantially all of the assets of the LLC approved by Unanimous Consent of the Managers;

(b) The election to dissolve the LLC approved by Super Majority Consent of the Members;

(c) If the LLC shall file a voluntary petition in bankruptcy, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, or shall file any answer or other pleading admitting or failing to contest the material allegations or any petition in bankruptcy or any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief against the LLC, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator, or liquidator of the LLC or of all or any substantial part of his properties or his interest in the LLC (the term "acquiesce" as used herein includes but is not limited to the failure to file a petition or motion to vacate or discharge any order, judgment, or decree within thirty (30) days after such order, judgment or decree but only with the Super Unanimous Consent of the Members (or such higher vote as required by law);

(d) Any consolidation or merger of the LLC with or into any other Entity if the LLC is not the resulting or surviving Entity from such consolidation or merger but only with Consent of the Managers; or

(e) Entry of a decree of judicial dissolution.

8.02 Procedures on Dissolution. Dissolution of the LLC shall be effective on the day on which the event occurs giving rise to the dissolution, but the legal existence of the LLC shall not terminate until the Articles shall be cancelled by the filing of Articles of Dissolution with the Secretary of State of the Commonwealth of Massachusetts. Upon dissolution of the LLC, the Managers shall wind up the business of the LLC, liquidate the assets of the LLC, apply and distribute the proceeds thereof under Section 4.02, and cause the cancellation of the Articles by the filing of Articles of Dissolution with the Secretary of State of the Commonwealth of Massachusetts.

ARTICLE IX

General Provisions

9.01 Notices. Any and all notices under this Agreement shall be effective (a) on the fourth (4th) business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (b) on the first (1st) business day after being sent by express mail, telecopy, or commercial expedited delivery service providing a receipt for delivery. All such notices in order to be effective shall be in writing and shall be addressed, if to the LLC at its registered office as provided in the Articles, or if to a Member at the last address of record of such Member on the books of the LLC.

9.02 Word Meanings. The words "herein," "hereinafter," "hereinbefore," "hereof" and "hereunder" as used in this Agreement refer to this Agreement as a whole and not merely to a

subdivision in which such words appear unless the context otherwise requires. The singular shall include the feminine and neuter, and vice versa, unless the context otherwise requires. All section references, except as otherwise provided herein, are to sections of this Agreement.

9.03 Binding Provisions. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, Legal Representatives, successors and assigns.

9.04 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Act, as interpreted by the courts of the Commonwealth of Massachusetts, notwithstanding any rules regarding choice of law to the contrary. Any disputes related to this Agreement will be submitted to the exclusive jurisdiction in the state or federal courts located in Plymouth County, Massachusetts.

9.05 Counterparts. This Agreement may be executed in several counterparts and as so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the original or the same counterpart.

9.06 Separability of Provisions. Each provision of this Agreement shall be considered separable. If for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, and if for any reason any provision or provisions herein would cause the Members to be liable for or bound by the obligations of the LLC, such provision or provisions shall be deemed void and of no effect.

9.07 Section Titles. Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

9.08 Amendments. Except as otherwise specifically provided herein, this Agreement may be amended or modified only with Super Unanimous Consent of the Members; provided, however, that the Board of Managers may amend or modify any provision of this Agreement which does not have an adverse effect on the economic interest of any Member in the LLC; and provided, further, the Board of Managers may amend this Agreement in connection with Additional Capital Contributions as provided in Section 2.02.

9.09 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

9.10 Waiver of Partition. Each Member agrees that irreparable damage would be done to the LLC if any Member brought an action in court to dissolve the LLC. Accordingly, each Member agrees that he shall not, either directly or indirectly, take any action to require partition or appraisal of the LLC or of any of the assets or properties of the LLC, and notwithstanding any provisions of this Agreement to the contrary, each Member (and his successors and assigns) accepts the provisions of this Agreement as his sole entitlement on termination, dissolution and/or liquidation of the LLC and hereby irrevocably waives any and all rights to maintain any

action for partition or to compel any sale or other liquidation with respect to his interest, in or with respect to, any assets or properties of the LLC. Each Member further agrees that he will not petition a court for the dissolution, termination or liquidation of the LLC.

9.11 Survival of Certain Provisions. The Members acknowledge and agree that this Agreement contains certain terms and conditions which are intended to survive the dissolution and termination of the LLC, including, but without limitation, the provisions of Sections 3.01 and 5.06. The Members agree that such provisions of this Agreement which by their terms require, given their context, that they survive the dissolution and termination of the LLC so as to effectuate the intended purposes and agreements of the Members hereunder shall survive notwithstanding that such provisions had not been specifically identified as surviving and notwithstanding the dissolution and termination of the LLC or the execution of any document terminating this Agreement, unless such document specifically provides for nonsurvival by reference to this Section 9.12 and to the specific provisions hereof which are intended not to survive.

9.12 Confidentiality. Each Member agrees that, for so long as it is a Member and after it ceases to be a Member, it will not, and will not permit any of its Affiliates to, at any time disclose any non-public information concerning the business or affairs of the LLC or any of its respective Affiliates, including, by way of example and without limitation, business plans, prospects, financial information, proprietary information about costs, profits, markets, sales, information relating to the management, operation and planning of the LLC and any of its respective Affiliates, and other information of a similar nature to the extent not available to the public, and plans for future development, unless required by law or in the performance of such Member's duties for the LLC, consistent with any contractual restriction binding upon such Member or the LLC.

9.13 Alternative Dispute Resolution. The Members agree that in the event of any dispute or disagreement solely between or among any of them arising out of, relating to or in connection with this Agreement or the LLC or its organization, formation, business or management ("Member Dispute"), the Members shall use their best efforts to resolve any dispute arising out of or in connection with this Agreement by good-faith negotiation and mutual agreement. The Members shall meet at a mutually convenient time and place to attempt to resolve any such dispute.

However, in the event that the Members are unable to resolve any Member Dispute, such parties shall first attempt to settle such dispute through a non-binding mediation proceeding. In the event any party to such mediation proceeding is not satisfied with the results thereof, then any unresolved disputes shall be finally settled in accordance with an arbitration proceeding. In no event shall the results of any mediation proceeding be admissible in any arbitration or judicial proceeding. Failing amicable resolution at mediation, Member Disputes shall be determined by binding arbitration in Boston, Massachusetts, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Either party may initiate the arbitration by written notice to the other setting forth the nature of the dispute with any documentation reasonably necessary to evaluate the dispute. Except for the purpose of seeking interim provisional injunctive or other equitable relief, or to enforce the provisions of this

paragraph, no suit shall be initiated with respect to any dispute or claim arising under or related to this Agreement. The arbitration proceeding shall be conducted by a single arbitrator mutually agreeable to the parties within thirty (30) days of the institution of the arbitration action, or, if no agreement, then by a single arbitrator selected by the President of the Massachusetts Bar Association. The arbitrator shall allow such discovery as he or she determines appropriate under the circumstances and shall resolve the dispute as expeditiously as practicable and, if reasonably practicable, within one hundred twenty (120) days after the selection of the arbitrator. The arbitrator shall give the parties written notice of the decision, with the reasons therefor set out, and shall have thirty (30) days thereafter to reconsider and modify such decisions if any party so requests within ten (10) days after the written notice. The arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could order or grant, and may promulgate such rules and procedures as will resolve the dispute in the fastest and most efficient reasonable manner. In any final award and/or order, the arbitrator shall apportion all the costs (other than attorney's fees which shall be borne by the party incurring such fees) incurred in conducting the arbitration in accordance with what the arbitrator deems just and equitable under the circumstances.

ARTICLE X

Definitions

The following defined terms used in this Agreement shall have the meanings specified below:

“Act” means the Massachusetts Limited Liability Act, enacted as Chapter 156C of the Massachusetts General Laws, in effect at the time of the initial filing of the Articles with the office of the Secretary of State of the Commonwealth of Massachusetts, and as thereafter amended from time to time.

“Additional Capital Contributions” shall mean those Capital Contributions set forth in Article II, Section 2.02 of this Agreement.

“Adjusted Capital Account Deficit” means, with respect to any Member, the deficit balance, if any, in such Member’s aggregate Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(a) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to Regulations Section 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debit to such Capital Account the items described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“Affiliated Person” or “Affiliate” means any (a) Member, (b) member of the Immediate Family of any Member, (c) Legal Representative, successor or assignee of, or any trust for the benefit of, any Person referred to in the preceding subparagraphs (a) and (b), (d) Person of which twenty percent (20%) or more of the voting or beneficial interest is owned by one or more of the Persons referred to in the preceding subparagraphs (a) through (c), and (e) Person who is an officer, director, trustee, employee, stockholder or partner of any Person referred to in the preceding subparagraphs (a) through (d).

“Agreement” means this operating agreement as it may be amended, supplemented, or restated from time to time.

“Applicable Federal Rate” or “AFR” means the Applicable Federal Rate as that term is defined in Code Section 1274(d)(1), whether the short-term, mid-term or long-term rate, as the case may be, as published from time to time by the Secretary of the Treasury.

“Articles” shall mean the Certificate of Organization creating the LLC, as they may, from time to time, be amended in accordance with the Act.

“Bankruptcy” means any of the following:

(a) If any Member shall file a voluntary petition in bankruptcy, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, or shall file any answer or other pleading admitting or failing to contest the material allegations of any petition in bankruptcy or any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief filed against such Member, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator, or liquidator of such Member or of all or any substantial part of his properties or his interest in the LLC (the term “acquiesce” as used herein includes but is not limited to the failure to file a petition or motion to vacate or discharge any order, judgment, or decree within thirty days after such order, judgment or decree);

(b) If a court of competent jurisdiction shall enter in an order, judgment or decree approving a petition filed against any Member seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors and such Member shall acquiesce in the entry of such order, judgment, or decree, or if any Member shall suffer the entry of an order for relief under Title 11 of the United States Code and such order, judgment, or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or if any trustee, receiver, conservator, or liquidator of any Member or of all or any substantial part of his properties or his interest in the LLC shall be appointed without the consent or acquiescence of such Member and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(c) If any Member shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

"Managers" shall initially mean Stephanie Nelson and Daniel Pagano.

"Book Value" means

(a) For purposes of Sections 4.08(b) and (c), the gross fair market value of property contributed to the LLC, as determined by the Managers.

(b) For purposes of Section 9.01, the net book value of the LLC (net assets less net liabilities) excluding good will, as established and set forth by the then current certified public accountants providing accounting services to the LLC and determined in accordance with generally accepted accounting principles. Book Value may be increased or decreased to reflect any adjustment to the adjusted basis of those assets required to be taken into account in determining the net present book value excluding good will of the LLC.

"Capital Account" means a capital account maintained and adjusted in accordance with the Code and the Regulations, including the Regulations under Section 704(b) and (c) of the Code. The Capital Account of each Member shall be:

(a) Credited with all payments made to the LLC by such Member on account of Capital Contributions (and as to any property other than cash or a promissory note of the contributing Member, the agreed (as between the Members) fair market value of such property, net of liabilities secured by such property and assumed by the LLC or subject to which such contributed property is taken) and by such Member's allocable share of Profits and items in the nature of income and gain of the LLC;

(b) Charged with the amount of any distributions to such Member (and as to any distributions of property other than cash or a promissory note of a Member or the LLC, by the agreed fair market value of such property, net of liabilities secured by such property and assumed by such Member or subject to which such distributed property is taken), and by such Member's allocable share of Losses and items in the nature of losses and deductions of the LLC;

(c) Adjusted simultaneously with the making of any adjustment to the Book Value of the LLC's assets pursuant to the definition thereof, to reflect the aggregate net adjustments to such Book Value as if the LLC recognized Profit or Loss equal to the respective amount of such aggregate net adjustments immediately before the event causing such adjustments; and

(d) Otherwise appropriately adjusted to reflect transactions of the LLC and the Members.

Upon the Transfer of all or any portion of a Member's Membership Interest in the LLC, the balance of such Transferring Member's Capital Account, or a *pro rata* portion thereof, shall become the Capital Account of the transferee of such Member's Membership Interest or portion

thereof. In addition, the balance of the Capital Account of such transferee shall be deemed to be such transferee's Capital Contribution to the LLC for all purposes hereunder.

"Capital Contribution" means the amount of cash and the value of any other property contributed to the LLC by a Member.

"Capital Transaction" means any transaction the proceeds of which are not includible in determining Cash Flow including, without limitation, the sale, exchange, eminent domain taking or other disposition of all or any part of the assets of the LLC, other than property disposed of in the ordinary course of business, and any borrowing or refinancing of indebtedness.

"Cash Flow" means the Profits and Losses of the LLC subject to the following:

(a) Depreciation of buildings, improvements and personal property and amortization of any financing fee, LLC organization costs or any other such costs being amortized shall not be considered a deduction.

(b) Management fees shall be considered as a deduction to the extent attributable to such fiscal year except that fees paid as part of the acquisition or sale or refinancing of property of the LLC shall be considered a charge against the proceeds of such sale or refinancing and not as a deduction in computing Cash Flow.

(c) Debt amortization shall be considered as a deduction.

(d) Reasonable reserve(s) determined by the Managers to be necessary to provide for working capital needs (the Members hereby acknowledge that reserves equal to at least six (6) months operating costs shall be deemed reasonable), and funds for improvements or replacements or for other contingencies of the LLC, shall be considered as a deduction when made.

(e) Any amounts paid by the LLC for capital expenditures shall be considered as a deduction unless paid from a replacement reserve for capital expenditures or from insurance proceeds.

(f) Profits and losses from any sale, exchange, eminent domain taking, damage, or destruction by fire or other casualty (whether insured or uninsured) or other disposition of all or any substantial part of the LLC assets (other than the proceeds of any business or rental interruption insurance) shall not be included in Cash Flow.

(g) Payments of insurance proceeds on account of business or rental interruption shall be included in Cash Flow.

Cash Flow shall be determined separately for each calendar year or portion thereof and shall not be cumulative.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Depreciation" means, for each year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such year or other period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount that bears the same relationship to the Book Value of such asset as the depreciation, amortization or other cost recovery deduction computed for tax purposes with respect to such asset for such period bears to the adjusted tax basis for such asset, or if such asset has a zero adjusted tax basis, Depreciation shall be determined with reference to the initial Book Value of such asset using any reasonable method selected by the Managers, but not less than depreciation allowable for tax purposes for such year.

"Disabled Member" shall mean a Manager who suffers a Disability.

"Disability" shall mean a Manager suffering the appointment of a guardian or conservator or if the Manager is unable to manage his own affairs by reason of diminished mental capacity or a Manager suffering an illness, injury or other mental or physical condition or disability which prevents the Manager from performing the essential functions of his responsibilities under this Agreement ("Disabling Condition") for a continuous period of ninety (90) days which continuous period can be expected to last for not less than an additional ninety (90) days as agreed by the Other Manager and the Manager suffering the Disabling Condition or his Personal Representative if he is unable to participate in the decision. If no agreement is reached within thirty (30) days of either party's request for such an agreement, Disability shall be determined by a physician selected jointly by the Other Manager and the Manager suffering the Disabling Condition or his Personal Representative if he is unable to participate in this selection or selected by the Other Manager if the Manager suffering the Disabling Condition or his Personal Representative refuses to participate in this selection, and in any such case the determination shall be binding.

"Entity" means any general partnership, limited partnership, corporation, joint venture, trust or business trust, association taxable as a corporation, or limited liability organization of any kind.

"Involuntary Transfer" means each of the following (i) if a Member files a voluntary petition under any bankruptcy or insolvency law or a petition for the appointment of a receiver or makes any assignment for the benefit of creditors; or (ii) if a Member is subjected involuntarily to such a petition or assignment or to an attachment or other legal or equitable interest with respect to his interest and such involuntary petition or assignment or attachment is not discharged within sixty (60) days after its effective date; or (iii) if a Member is subject to a transfer of his Membership Interest by any divorce proceeding and such Member no longer controls the Membership Interest or otherwise by operation of law (other than by death of a Member whose interest is transferred to a Permitted Transferee upon such Member's death pursuant to Section 7.02).

“Immediate Family” means, with respect to each Member, such Member’s spouse, parents, siblings, children and grandchildren.

“Legal Representative” means, with respect to any individual, a duly appointed executor, administrator, guardian, conservator, personal representative or other legal representative appointed as a result of the death, minority or incompetency of such individual.

“LLC” means the limited liability company formed pursuant to the Articles and this Agreement, as it may from time to time be constituted and amended.

“Manager” means any Person named as a Manager in this Agreement and any Person who becomes an additional, substitute or replacement Manager as permitted by this Agreement, in each such Person’s capacity as a Manager of the LLC. A Manager may or may not be a Member of the LLC.

“Unanimous Consent of the Managers” shall mean an approval of all of the then serving Managers.

“Member” means any Person named as a Member in this Agreement and any Person who becomes an additional, substitute or replacement Member as permitted by this Agreement, in each such Person’s capacity as a Member of the LLC. Notwithstanding the foregoing, Member shall also mean where specifically identified a Class A Member or Class B Member.

“Membership Interest(s)” shall mean a Member’s interest in the profits and/or losses, capital and distributions of the LLC and the right to receive information and vote (if any) as a Member.

“Member Minimum Gain” means “partner nonrecourse debt minimum gain” as that term is defined in Regulations Section 1.704-2(i)(2).

“Member Nonrecourse Debt” means “partner nonrecourse debt” or “partner nonrecourse liability” as those terms are defined in Regulations Section 1.704-2(b)(4).

“Member Nonrecourse Deductions” means “partner nonrecourse deductions” as that term is defined in Regulations Section 1.704-2(i)(1).

“Minimum Gain” shall have the meaning given in Regulations Section 1.704-2(d).

“Nonrecourse Deductions” shall have the meaning given in Regulations Section 1.704-2(b)(1).

“Notice” means any notice required or otherwise referred to in this Agreement among any or all of the Members or the LLC, such notice shall be sent in accordance with the provisions of Section 9.01 of this Agreement.

"Percentage Interest(s)" shall mean the Percentage Interests of the Members, as set forth on Schedule I attached hereto, as amended from time to time.

"Person" means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so permits.

"Profits" and/or "Losses" means, for each year or other period, an amount equal to the LLC's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the LLC that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this provision shall be added to such taxable income or loss;

(b) Any expenditures of the LLC described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this provision, shall be subtracted from such taxable income or added to such loss;

(c) Gain or loss from a disposition of property of the LLC with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of such property, rather than its adjusted tax basis;

(d) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing taxable income or loss, there shall be taken into account the Depreciation on the assets for such fiscal year or other period; and

(e) Any items which are separately allocated which otherwise would have been taken into account in calculating Profits and Losses pursuant to the above provisions shall not be taken into account and, as the case may be, shall be added to or deducted from such amounts so as to be not part of the calculation of the Profits or Losses.

If the LLC's taxable income or loss for such year, as adjusted in the manner provided above, is a positive amount, such amount shall be the LLC's Profits for such year; and if negative, such amount shall be the LLC's Losses for such year.

"Regulations" means the Regulations promulgated under the Code, and any successor provisions to such Regulations, as such Regulations may be amended from time to time.

"Super Majority" shall mean the Members holding at least sixty seven (67%) percent of the total Percentage Interests held by the Members as set forth on Schedule I.

"Super Majority Consent of the Members" shall mean the written consent or approval of the Members holding at least a Super Majority.


“Transfer” and any grammatical variation thereof shall refer to any sale, exchange, issuance, redemption, assignment, distribution, encumbrance, hypothecation, gift, pledge, retirement, resignation, transfer or other withdrawal, disposition or alienation in any way as to any interest as a Member. Transfer shall specifically, without limitation of the above, include assignments and distributions resulting from death, incompetency, Bankruptcy, liquidation and dissolution.

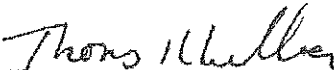
The definitions set forth in the Act shall be applicable, to the extent not inconsistent herewith, to define terms not defined herein and to supplement definitions contained herein.

[SIGNATURE PAGE TO FOLLOW]

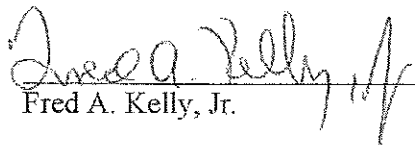
IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the Effective Date.

MEMBERS:


Fred A. Kelly, Jr.


Tom Wilber

MANAGERS:


Fred A. Kelly, Jr.


Tom Wilber

**SCHEDULE I
TO
OPERATING AGREEMENT
OF
NEW BCB LLC**

MEMBERS

NAMES AND ADDRESSES		PERCENTAGE INTEREST OF MEMBERS
------------------------	--	--------------------------------------

Fred A. Kelly, Jr.
37 Jackson Road
Wellesley, MA 02481

50%

Tom Wilber
17 Short Street
Walpole, MA 02032

50%

**SCHEDULE II
TO
OPERATING AGREEMENT
OF
NEW BCB LLC**

MANAGERS

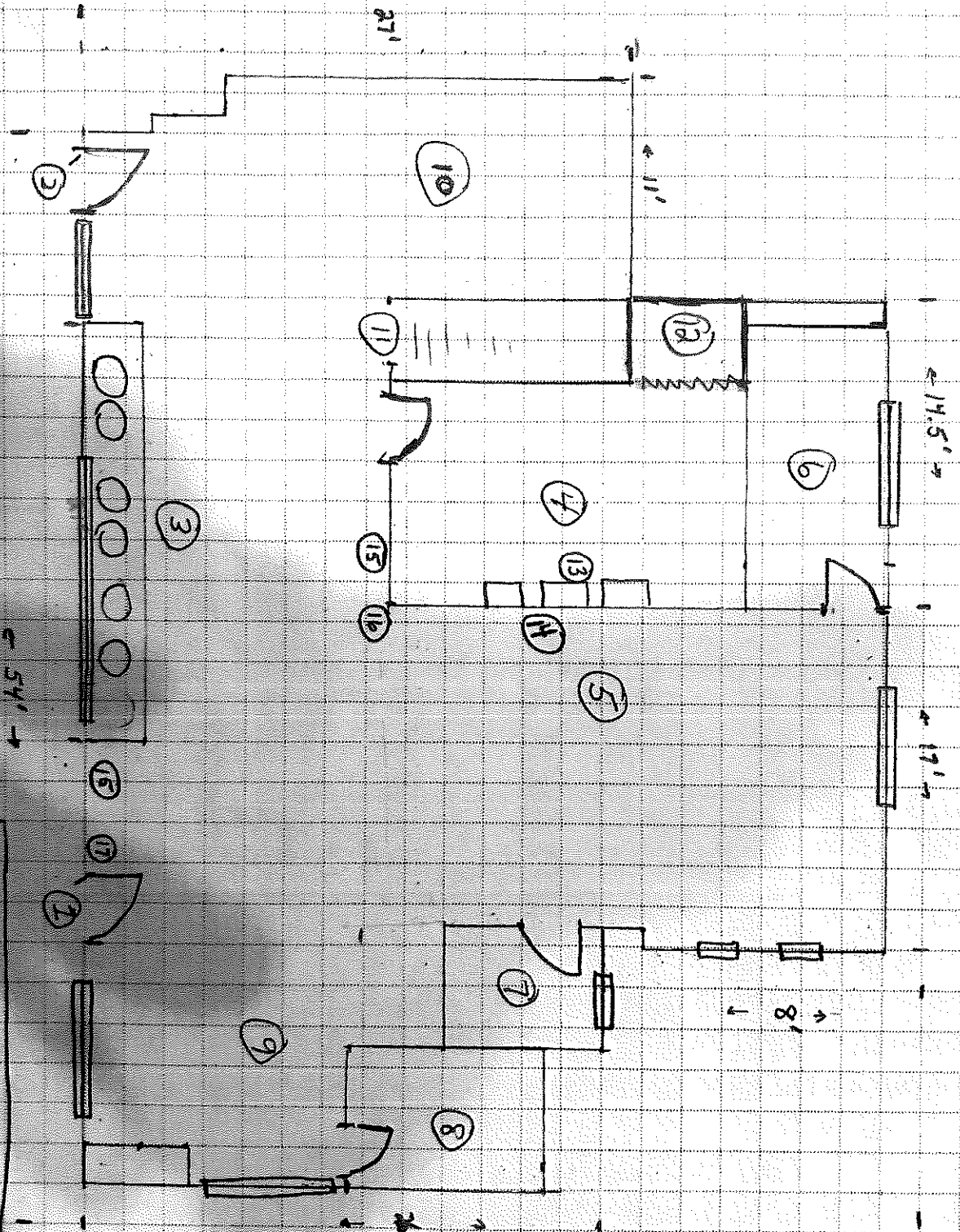
**NAMES AND
ADDRESSES
OF MANAGERS**

Fred A. Kelly, Jr.
37 Jackson Road
Wellesley, MA 02481

TAX MATTERS MANAGER

Tom Wilber
17 Short Street
Walpole MA, 02032

Barleycorn's Craft Brew - Floor Plan (Main Floor)



Locations

- 1 Main Entrance
- 2 Second Entrance
- 3 Brewing Kett
- 4 Walkin Case
- 5 Bottling / Brewing Prep
- 6 Dry Storage
- 7 Restroom
- 8 Restroom
- 9 Reception Area
- 10 Serving Area
- 11 Stairs to Basement
- 12 Tax Measures we have a fermentation cooler w/ 340 sq ft of storage

- Window
- Door
- Painted line
159 - 2 ft

ADDENDUM TO LEASE

21 SUMMER STREET
NATICK, MASSACHUSETTS

1. PARTIES

TNRC Company, LLC, Lessor, a Massachusetts Limited Liability Company, which expression shall include its heirs, successors and assigns where the context so admits, does hereby lease to New BCB LLC, a Massachusetts limited liability company duly organized under law, Lessee, which expression shall include its successors, executors, administrators and assigns where the context so admits.

2. PREMISES

Lessee hereby leases the following described premises:

The portion of the first floor of the property known as and numbered 21 Summer Street, Natick, Massachusetts, approximately 2,000 square feet (more or less), as described in 'Sketch A' attached hereto and made part hereof.

The portion of the lower level of the same 21 Summer Street, approximately 1,500 square feet (more or less), accessible by contiguous interior stairwell.

3. TERM

The term of this lease shall have two parts. The initial term shall commence on May 12, 2017 and last through and including August 31, 2017 ("Initial Term"). The main term shall be for three years, commencing on September 1, 2017, and ending on August 31, 2020 ("Main Term").

4. RENT

Rent of Five Thousand Dollars [REDACTED] will be paid by Lessee for the Initial Term on or before May 11, 2017.

The Lessee shall pay to the Lessor rent for the Main Term at the rate of [REDACTED] payable in advance, in monthly installments of [REDACTED] for the first year of the Main Term; and at the rate of [REDACTED] payable in advance in monthly installments of [REDACTED] for the second year of the Main Term; and at the rate of [REDACTED]

[REDACTED] payable in advance in monthly installments of [REDACTED]
[REDACTED] for the third year of the Main Term.

Lessee's obligation to pay the monthly rent for the Main Term arises on the first day of each month as provided above. Should the Lessor prevail, all rent, and all other charges (including but not limited to reasonable attorney's fees) or other reasonable costs of collection, or costs incurred by the Lessor arising from a default of the Lessee's obligations under this Lease, (that is not cured within applicable cure periods) shall constitute rent due and payable under this Lease. Rent as defined in this paragraph may be recovered in any legal action brought by the Lessor, including an action to evict the Lessee under Massachusetts General Laws.

Option to Extend Term. Lessee shall have an option to extend the Lease by an additional three (3) year term (the "Extension Term") provided (i) no material default (beyond any applicable grace period) in the obligations of Lessee under this Lease shall exist at the time any such option is exercised and (ii) Lessee shall give written notice to Lessor of its exercise of such option not less than three (3) months prior to expiration of the Main Term. If said option is duly exercised as aforesaid, then, the term of this lease shall be automatically extended for the Extension Term, without the requirement of any further instrument, and all of the terms and provisions of this Lease shall be applicable during the Extension Term, except that the annual rent for the first year of the Extension Term shall be at the rate of [REDACTED] payable in advance in monthly installments of [REDACTED]; the annual rent for the second year of the Extension Term shall be at the rate of [REDACTED] payable in advance in monthly installments of [REDACTED]; and the annual rent for the third year of the Extension Term shall be at the rate of [REDACTED] payable in advance in monthly installments of [REDACTED].

5. SECURITY DEPOSIT

Upon execution of this lease, the Lessee shall pay to the Lessor the amount of \$ [REDACTED] which shall be held as a security for the Lessee's performance as herein provided and shall be refunded to the Lessee within seven (7) days of the end of the Lease (including any proper termination hereof) or any extensions thereto, subject to the Lessee's satisfactory compliance with the conditions hereof.

6. EQUIPMENT MAINTENANCE

During the entire term of this Lease or any extension thereto, Lessee shall be responsible to keep the HVAC systems that exclusively service the leased premises in good order, repair and condition, consistent with their current condition and age. In connection herewith, the Lessee shall maintain a service maintenance agreement with a reputable,

HVAC contractor, and provide Landlord with a copy of said contract and copies of bills for service and maintenance. Notwithstanding the forgoing, any repairs to the systems (such as compressors, condensers, evaporators, coils, fans, motors, etc.) shall be the obligation of the Lessor, and if the HVAC systems need to be replaced, that shall also be the obligation of the Lessor.

7. RUBBISH REMOVAL

Lessee shall be responsible for the collection, storage, and removal of its trash. In connection herewith, the Lessee shall hold harmless the Landlord and indemnify Landlord from any penalties in the nature of fines etc. imposed by the Town of Natick resulting from the improper handling of Lessee's trash.

8. HAZARDOUS MATERIALS

This agreement is made upon the condition that the Lessee shall have full use of the leased premises and shall be free from all matters in any way connected with any alleged toxic or alleged hazardous materials on, under or connected in any manner with the site, including, but not limited to, such materials as defined by General Law, Chapter 21E, if any there be. It is acknowledged by the parties that the Lessee will be utilizing town sewer.

The Lessor further agrees that he will protect, save harmless and keep the Lessee indemnified against and from any claims, actions, penalties, damages, losses, costs, expenses, (including reasonable attorney's fees) suits or claims, in any way connected with or arising out of any claim regarding hazardous or toxic materials alleged to be on, within, under, or alleged to be connected with the site of which the leased premises form a part; however, if any such claims is in any way caused directly or indirectly by any off premises parties, such off premises parties' obligations shall be considered primary in regard to any compensation due Lessee, if any there be.

9. REMOVAL AT TERMINATION

Notwithstanding any other term herein, the ownership of trade fixtures shall remain the Lessee's and may be removed by the Lessee at termination.

10. LESSOR'S IMPROVEMENTS

Lessor agrees, at its expense, to remove or cover the Rudy's signs on the building within three months of the commencement of this lease.

Lessor agrees, at its expense, to seal any and all leaking windows within three months of the commencement of this lease.

11. MAINTENANCE

Lessor is responsible for the timely removal of snow from the parking area on the property.

Lessor is responsible for the removal of weeds growing on the property.

Lessor is responsible for the proper maintenance of the outside of the building and surrounding premises which it owns.

Paragraph 11 of the Standard Form Commercial Lease is amended so that the following is added to "Lessee's Obligations": "Notwithstanding any other term herein, Lessee shall only be responsible for minor, non-capital repairs.

Paragraph 11 of the Standard Form Commercial Lease is amended so that the following is added to "Lessor's Obligations": "Notwithstanding any other term herein, Lessor shall be responsible for all non-minor repairs and all capital repairs and replacements.

12. SALE/PURCHASE OF THE PROPERTY

Should the Lessor decide to sell the property (land and building at 21 Summer Street, Natick, MA) during the term of this lease, notice will be given to Lessee such that Lessee will have an opportunity to equal or surpass a bona fide offer which the Lessor has received for the purchase of the property. Said notice shall not be less than sixty (60) days.

13. SEVERABILITY, SUBORDINATION

In case any one or more of the provisions contained in the Standard Form Commercial Lease (as executed) or this Addendum to Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision or declaration of the Standard Form Commercial Lease (as executed) or this Addendum to Lease, and the Standard Form Commercial Lease (as executed) or this Addendum to Lease shall be construed as if such invalid, illegal, or unenforceable provision had not been contained therein

Should any provision in this Addendum to Lease conflict with any provision in the Standard Form Commercial Lease (as executed), the provision in this Addendum to Lease shall control and be considered an exception to the provision in the Standard Form Commercial Lease (as executed). Should any provision in this Addendum to Lease directly contradict any provision in the Standard Form Commercial Lease, the provision in this Addendum to Lease shall control as if the provision in the Standard Form Commercial Lease (as executed) had not been contained in the Lease.

14. LESSOR ACCESS

Upon the provision of reasonable notice and an opportunity to be present (unless emergency circumstances do not permit) and without interfering with the Lessee's use, Lessor reserves the right to access the portion of the Lower Level of the leased premises for the purposes of maintaining the hot water boiler and storage tank, and the plumbing, which services the Laundromat at the same address. Such access would be gained through the single door at the rear of the building on the ground level.

15. MUNICIPAL SERVICES

Charges for water and sewer service billed to the leased premises for usage commencing on May 12, 2017 must be paid in full when due. Unpaid charges of more than sixty (60) days will constitute a violation of this agreement. Lessee is not responsible for any obligations of any kind of any prior tenant or lessee.

Fred A. Kelly, Jr., Manager
LESSEE
New BCB LLC
By: Fred A. Kelly, Jr., Manager

TNRC Company, LLC
LESSOR
TNRC Company, LLC
By: Barry Cluff



Donna Donovan <ddonovan@natickma.org>

Re: Barleycorn's Craft Brew

1 message

Brian Lauzon <lauzon@natickpolice.com>

Tue, Apr 17, 2018 at 1:55 PM

To: Donna Donovan <ddonovan@natickma.org>

Donna,

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

Respectfully,

Lt. Brian G. Lauzon

On Mon, Apr 9, 2018 at 3:59 PM, Donna Donovan <ddonovan@natickma.org> wrote:

Hi Brian,

Attached is an application for a pouring permit for Barleycorn's Craft Brew.

Thanks.

Donna Donovan
Senior Executive Assistant
Town of Natick
508-647-6410



Donna Donovan <ddonovan@natickma.org>

RE: Lookout Farm Cider, LLC

1 message

David A. Deluca <ddeluca@mhtl.com>

Thu, May 10, 2018 at 12:26 PM

To: Donna Donovan <ddonovan@natickma.org>

Donna, Thank you for sending copies of the 2015 memo along with the current application for “pouring permit” for Barleycorn Craft Beer (Barleycorn). You have asked whether there is a requirement for Barleycorn to obtain a Common Victullars license as is generally required by MGL c.138, s.12 for on premises license holders in Natick. This requirement does not appear in the Farmer-Brewer licensing scheme laid out in MGL c. 138, s. 19C (see attached). The relevant provisions of this section of the statute state only that a farmer-brewer may be licensed by the local license authority ...”*in accordance with this section and such regulations as the commission may proscribe*”. This is in distinct contrast to the language related to Farmer Winery under section 19B(g)(5), which makes specific reference to the need for a local license to be issued “*pursuant to section 12 of this chapter*”. All Section 12 (on-premises) license holders are required to obtain a common victullars license, with one limited exception which requires ABCC approval:

In any city or town wherein the granting of licenses under this section to sell alcoholic beverages or wines and malt beverages is authorized, a person may be granted a general on-premise license by the local licensing authorities, subject to the prior approval of the commission, authorizing him to sell alcoholic beverages without food to patrons and customers subject to all other relevant provisions of this chapter, provided that such beverages shall be sold and drunk in such rooms as the licensing authorities may approve in writing. The annual license fee for such general on-premise license shall be determined by the local licensing authority. For the purposes of section eleven an affirmative vote on subdivision A or B shall be considered an authorization for the granting of general on-premise licenses in a city or town.

The second option for Farmer Winery license holders is to seek variance or waiver of the food to alcohol ratio stated in the Natick Alcohol Rules and Regulations. As stated in my earlier memo, the BOS is authorized to vary the percentage food/alcohol to a reasonable level based upon sound business practice and public good. The BOS may find that despite the odd difference in the statute as between breweries and wineries, that based upon the business model, food is not a critical component.

All in all Barleycorn is not required to obtain a CV license, but Lookout Farm (service of hard cider) is required to have CV in accordance with section 12, unless exempted by the ABCC or granted a variance/waiver from food required by the BOS

Call or email to discuss. Thanks, DD

David A. DeLuca, Esq.

617-479-5000

From: Donna Donovan [mailto:ddonovan@natickma.org]
Sent: Tuesday, May 08, 2018 12:38 PM
To: David A. Deluca
Subject: Fwd: Lookout Farm Cider, LLC

Hi Dave,

Attached is the memo and email from 2015.

Also attached is the application for Barleycorns.

Thank you.

Donna Donovan

Senior Executive Assistant

Town of Natick

508-647-6410

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

From: **David A. Deluca** <ddeluca@mhtl.com>
Date: Mon, Mar 9, 2015 at 5:15 PM
Subject: Lookout Farm Cider, LLC
To: "Martha White" <mwhite@natickma.org>" <mwhite@natickma.org>
Cc: "ddonovan@natickma.org" <ddonovan@natickma.org>, "Joshua Ostroff (joshua@ostroff.net)" <joshua@ostroff.net>

Martha, Attached please find a Memo with attachments on the matter of Lookout Farm Cider, LLC. Please review and contact me or forward to members of the BOS in advance of hearing scheduled for 3/16/15. Thanks, DD

David A. DeLuca, Esq.

Murphy, Hesse, Toomey & Lehane, LLP

300 Crown Colony Drive, Fourth Floor

Quincy, MA 02169

5/10/2018

Town of Natick Mail - RE: Lookout Farm Cider, LLC

T (617) 479-5000

F (617) 479-6469

ddeluca@mhtl.com

www.mhtl.com



Chapter 138 Section 19C.PDF
5816K

Part I ADMINISTRATION OF THE GOVERNMENT**Title XX** PUBLIC SAFETY AND GOOD ORDER**Chapter 138** ALCOHOLIC LIQUORS**Section 19C** FARMER-BREWERY LICENSES; HEARING; APPEAL;
NOTICES TO INTERESTED PARTIES; OPERATION OF
BREWERY; RECORDS; FEES

Section 19C. (a) For the purpose of encouraging the development of domestic farms, the commission shall issue a farmer-brewery license to any applicant who is both a citizen and resident of the commonwealth and to applying partnerships composed solely of such individuals, and to applying corporations organized under the laws of the commonwealth or organized under the laws of any other state of the United States and admitted to do business in the commonwealth and to applying limited liability companies and limited liability partnerships organized under the laws of the commonwealth, subject to such conditions as the commission may prescribe by regulation to address issues of citizenship and residency and the need for a license manager under section 26 as qualifications for a limited liability company or limited liability partnership to hold a license pursuant to this section and sections

15, 18, 18A, 19 and 19B, unless: (1) such person does not comply with reasonable application procedures required by the commission; or

(2) the commission determines that such person is not of responsible character; or

(3) a church or school located within five hundred feet of the brewery premises has objected to issuance of the license in accordance with section sixteen C; or

(4) the commission determines that the applicant retains or owns an interest, directly or indirectly, in the business of a licensee under section twelve or fifteen; or

(5) the commission determines that the applicant retains or owns an interest, directly or indirectly in more than one business licensed under section eighteen; or

(6) the applicant has not furnished the requisite license fee or bond; or

(7) the commission determines that the co-partners, corporate officials or stockholders of the applicant do not meet the requirements of clauses (2), (4) and (5), or that the manager or agent intended to conduct the farmer-brewery business on the applicant's behalf does not meet such requirements, or that such co-partners, officials, stockholders, agent or manager remain undisclosed.

(b) The commission may on its own motion, and shall upon the written request of any applicant who has been refused a farmer-brewery license or has been refused transfer or renewal of such a license, hold an evidentiary hearing, notice of which shall be mailed to the applicant at the address given in his application. Such hearing shall be before the commission, or a member thereof. The commission shall present its reasons for refusing issuance. The applicant may appear in person or by counsel, may cross-examine witnesses for the commission and may present evidence. The hearing shall be stenographically or sound recorded. If the hearing is conducted by an examiner, the examiner shall report on the hearing to the commission. The commission shall decide within thirty days of the completion of the hearing whether to issue the farmer-brewery license or grant the transfer or renewal. If the commission refuses the license, transfer or renewal following the hearing, notice in writing of the refusal shall be mailed to the applicant. In all such cases, the commission shall keep on file a statement in the form of an opinion of the reasons for the refusal, and shall furnish a copy thereof to the applicant.

(c) Any applicant who has appeared before the commission at such a hearing and who has been refused a farmer-brewery license or the transfer or renewal of such a license may appeal to the superior court of the county where the applicant resides or has his principal place of business within the commonwealth, or to the superior court for Suffolk county.

(d) Every applicant for an original brewery license or for a transfer of such a license shall, within seven days after filing an application with the commission, send written notice of his application by registered mail, return receipt requested, to:

(1) each school which offers instruction and training to children of compulsory school age in accordance with sections one and four of chapter seventy-one and which is located within a radius of five hundred feet from the premises on which the brewery is to be operated; and

(2) each church as defined in section sixteen C which is located within a radius of five hundred feet from such premises.

The notice shall also state that the church or school has the right to object under section sixteen C to the issuance or transfer of the brewery license. If the authorities in charge of any such school or church complain to the commission in writing that a brewery license has been issued or transferred without the mailing of the requisite notice, and that they object to such issuance or transfer, the commission shall hold a hearing to determine whether the requisite notice was mailed. If after a hearing the commission determines that notice was not mailed as required, then the commission shall cancel the farmer-brewery license unless, such school or church had actual notice, prior to issuance or transfer, of the application and of the right to object under said sixteen C, or such school or church did not complain as soon as possible after actual notification of the application and of the right to object.

Any farmer-brewer aggrieved by the cancellation of his license or any school or church aggrieved by the commission's refusal to cancel such a license may appeal as provided herein.

(e) A farmer-brewer may operate a farmer's brewery under such conditions as the commission may prescribe by regulation.

(f) A farmer-brewer may import malt, cereal grains fermentable, sugars and hops, but may not import malt beverages or alcohol into the commonwealth.

(g) A farmer-brewer may sell malt beverages or malt beverage products:

(1) at wholesale to any person holding a valid license to manufacture alcoholic beverages under section nineteen;

(2) at wholesale to any person holding a valid wholesaler's and importer's license under section eighteen;

(3) at wholesale to any person holding a valid farmer-brewery license under this section;

(4) at wholesale in kegs, casks, barrels or bottles to any person holding a license to sell under section twelve, thirteen or fourteen, and, for the sole purpose of resale in containers in which the wine was delivered, to any person holding a license to sell under section fifteen; provided that the total annual sales to sections twelve, thirteen, fourteen, and fifteen licensees shall not exceed *fifty* thousand gallons;

(5) at wholesale to any registered pharmacist holding a certificate

of fitness under section thirty;

(6) at wholesale to churches and religious societies, educational institutions, incorporated hospitals, homes for the aged, manufacturers of food products, and manufacturers of drugs and chemicals as authorized by, and subject to the provisions of section twenty-eight;

(7) at retail by the bottle to consumers for consumption off the brewery premises;

(8) at wholesale to any person in any state or territory in which the importation and sale of malt beverages is not prohibited by law; and

(9) at wholesale to any person in any foreign country.

(h) A farmer-brewer may not sell at retail to consumers any malt beverage or malt beverage product not produced by the brewery or produced for the brewery and sold under the brewery brand name. All retail sales must be made on the brewery premises.

(i) A farmer-brewer may be licensed by the local licensing authorities to sell malt beverages for consumption on the brewery premises in accordance with this section and such regulations as the commission may prescribe.

(j) All malt beverages sold by a licensee hereunder shall be sold and delivered in such manner and under such conditions and with such labels or other marks to identify the producer as the commission may prescribe.

(k) Every farmer-brewer under this section shall keep such records as the commission may prescribe, and shall file with the commission, whenever and as often as it may require, duplicates of copies of such records. The commission shall at all times, through its designated officers or agents, have access to all books, records or other documents of every licensed farmer-brewer relating to the licensee's brewery business.

(l) The annual license fee for each farmer-brewer in respect of each brewery shall be computed based on the malt beverage barrelage produced by the brewery as follows:

5,000 barrels or less per year: \$ 22/per year

More than 5,000 and less than 20,000 barrels per year: \$ 44/per year

More than 20,000 barrels and less than 100,000 barrels per year: \$ 82/per year

More than 100,000 and less than 200,000 barrels per year: \$110/per year

More than 200,000 and less than 1,000,000 barrels per year: \$110/per year

Each additional 1,000,000 barrels per year: \$111/per year

For the above purposes, a barrel shall be thirty-one gallons.

(m) Every applicant for a farmer-brewery license shall, at the time of filing an application, pay a license fee based on a reasonable estimate of the amount of malt beverages to be produced during the year covered by the license. Persons holding farmer-brewery licenses shall report annually at the end of the year covered by the license the amount of malt beverages produced during such year. If the total amount of such malt

beverages exceeds the amount permitted by the fee already paid, the licensee shall pay whatever additional fee is owing under this section.

[Subsection (n) effective until August 10, 2016. For text effective August 10, 2016, see below.]

(n) Notwithstanding section 17, a local licensing authority, subject to the approval of the commission, may grant a license to sell malt beverages for consumption on the brewery premises to a farmer-brewer authorized to operate a farmer-brewery pursuant to this section; provided, however, that such licensees may sell for on-premises consumption malt beverages produced by the brewery or produced for the brewery and sold under the brewery brand name.

[Subsection (n) as amended by 2016, 219, Sec. 103 effective August 10, 2016. For text effective until August 10, 2016, see above.]

(n) Notwithstanding section 17, a local licensing authority, subject to the approval of the commission, may grant a license to sell malt beverages for consumption on the premises at any location it deems reasonable and proper, and approves in writing, on the grounds of a farmer-brewery licensed under this section and on the grounds of the farm operated as appurtenant and contiguous to, and in conjunction with, such farmer-brewery; provided, however, that such licensees may sell for on-premises consumption only malt beverages produced by the brewery or

produced for the brewery and sold under the brewery brand name.
All the procedures under section 15A shall apply to the granting of
a license under this subsection.



Patricia O'Neil <poneil@natickma.org>

Fwd: Barleycorn's Craft Brew

2 messages

Mark Bergin <mbergin53@gmail.com>

Sun, May 13, 2018 at 8:36 PM

To: selectmen@natickma.org

Cc: fred.kelly@comcast.net, fred@barleycorn.com

Dear Selectmen: I am writing in support of Barleycorn's application for a pour license at their 21 Summer Street establishment. I have been a resident of Natick for over 37 years and make it a point to support our various downtown merchants. I have brewed at Barleycorn's, and know a number of others who have as well, and we all found the experience to be very enjoyable. I have also been introduced to the owners, who are professional and committed people, and are interested in growing their business responsibly.

A pour license would allow potential customers to sample the type of beer they want to brew, to make sure they like what they pay for when brewing. It would provide an excellent location to sample craft beer for our local residents, and it would offer a convenient spot for the patrons of TCAN before or after a show to enjoy a beer. Since Barleycorn's does not serve food, it also helps the business of many neighboring restaurants with take-out orders for those who are brewing. With all the new residential space opening soon around Natick Center, granting the pour license will be another attractive draw to the downtown area, and an overall benefit to the growth of our Town.

I understand this matter is on your Agenda for the meeting on Monday night, May 14th. I would have attended in person to voice my support, but have an unavoidable business conflict. Please feel free to contact me with any questions in this regard.

Thank you for your consideration,
Mark Bergin
38 Oak Street

Amy Mistrot <amistrot@natickma.org>

Sun, May 13, 2018 at 8:39 PM

To: Donna Donovan <ddonovan@natickma.org>, Patricia O'Neil <poneil@natickma.org>

Please add to the appropriate agenda materials.

[Quoted text hidden]



Patricia O'Neil <poneil@natickma.org>

Barleycorn pour license

1 message

Peter Haswell <petehaswell@gmail.com>
To: selectmen@natickma.org

Mon, May 14, 2018 at 11:54 AM

Hello

I think allowing the Barleycorn to have a pouring license would be a great attraction to the downtown area. It would work well with the TCAN and other downtown businesses.

Best Regards

Peter Haswell



Patricia O'Neil <poneil@natickma.org>

Agenda Tonight - Barleycorn's application for a pour license

1 message

Joseph Hladick <mayorofnatick@gmail.com>
To: selectmen@natickma.org

Mon, May 14, 2018 at 1:42 PM

Dear Selectmen,

I am writing in support of the requested pour license for the Barleycorn's establishment at [21 Summer Street](#) in Natick. I am a lifelong Natick resident and have really enjoyed witnessing the transformation our downtown and community overall. I have also enjoyed brewing at Barleycorn's and I am impressed with the positive changes to the business brought on by the new ownership. I have been to many of the states pour houses and it is a wonderful community providing safe, responsible and fun entertainment for their local communities.

I have had the pleasure of getting to know owner, Thomas Wilbur, over the past year and he and his business partner are real professionals with a goal of making their establishment a destination spot for local residents and the brewing community state wide.

I believe a license approval is deserved and will result in yet another small gem for our community to enjoy in our evolving town center.

Thank you in advance for you consideration and support of this license request.

Best regards, Joseph J. Hladick

[37 High Street](#)
[Natick, MA 01760](#)

--

Joseph Hladick
mayorofnatick@gmail.com
508-314-0852



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

May 14, 2018

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

Dear Natick Board of Selectmen,

Natick Center Associates would like to encourage favorable support for Barleycorn's Craft Brew for an on premises alcoholic license or "pouring" license application at their 21 Summer Street location.

Currently Barleycorn's Craft Brew offer a unique experience to the visitor in Natick center as they offer the only location to create one's own craft brew. The approval of this license would allow potential customers to sample the beer they'd like to brew to ensure they'll enjoy what they purchase in the end. Barleycorn's location also offers a place for those attending a TCAN event or another downtown event, such as Natick Nights, an opportunity to sample craft beer in Natick Center, the only establishment of its kind. This unique offering will help support the businesses downtown as well as attract those from outside the community to visit, stay and shop.

If there are any questions, please do not hesitate to contact me directly.

Sincerely,

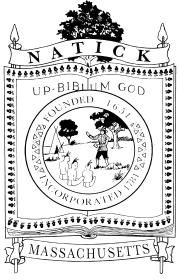
Arthur B Fair III
Arthur B. Fair, III
President

ITEM TITLE: Public Hearing: Application for Amendment of Farmers Series Winery
Pouring Permit- Lookout Hard Cider, LLC

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	5/10/2018	Cover Memo
Application	5/10/2018	Cover Memo
Plans	5/10/2018	Cover Memo
ABCC Advisory	5/10/2018	Cover Memo
Police Recommendation	5/10/2018	Cover Memo
Lookout Ridge Correspondence	5/14/2018	Cover Memo
Lookout Farm Letter to Abutters	5/14/2018	Cover Memo



TOWN OF NATICK Massachusetts 01760

TOWN OF NATICK

PUBLIC HEARING NOTICE

The Board of Selectmen will hold and conduct a public hearing on Monday, May 14, 2018 at 7:00 p.m., Edward H. Dlott Meeting Room of Natick Town Hall, 13 East Central Street, upon the application of an amendment to a Farmers Winery Pouring Permit. The proposed amendment is for an alteration of premises of Lookout Hard Cider, LLC, d/b/a Lookout Hard Cider (Jay Samuel Mofenson, Manager). The alteration of premises consist of two additional outdoor seating areas. One area is at the U-Barn consisting of 1,820 square feet and 60 occupants. The second area is at the picnic site consisting of 3,600 square feet and 120 occupants. the current premises consists of approximately 5,430 square feet containing retail space, lounge/sitting area, patios and 2 handicap accessible bathrooms, all on the first floor. There is a 4,000 square foot wood-framed building with concrete slab and attached greenhouse on the front side of building. There are 4 exits/entrances.

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

Michael J. Hickey, Jr., Clerk

Town of Natick....13 East Central Street....Natick.....MA 01760



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

AMENDMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

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.

- ☒ Monetary Transmittal Form with \$200 fee
You can PAY ONLINE or include a \$200 check made out to the ABCC
- ☒ Alteration of Premises / Change of Location Amendment Application (this packet)
- ☒ Vote of the Corporate Board
A corporate vote to apply for an alteration of premises or change of location, signed by an authorized signatory for the proposed licensed entity
- ☒ 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.
- ☒ Additional Documents Required by the Local Licensing Authority

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

Print Form

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

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

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00 CHECK #
(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

2481

IF USED EPAY, CONFIRMATION NUMBER:

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY): (ADD 3 NUMBERS) 077800

fw106

LICENSEE NAME: Lookout Hard Cider, LLC

ADDRESS: 89 Pleasant Street South

CITY/TOWN: Natick

STATE MA

ZIP CODE 01760

TRANSACTION TYPE (Please check all relevant transactions):

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

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

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



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

AMENDEMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

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

1. NAME OF LICENSEE (Business Contact)

Lookout Hard Cider, LLC

ABCC License Number

FW-106

City/Town of Licensee

Natick

2. APPLICATION CONTACT

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

First Name:

Jay

Middle:

Samuel

Last Name:

Mofenson

Title:

Employee

Primary Phone:

617-413-8689

Email:

jmfenson@lookoutfarm.com

3. BUSINESS CONTACT

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

Entity Name:

Primary Phone:

Fax Number:

Alternative Phone:

Email:

Business Address (Corporate Headquarters)

Street Number:

89

Street Name:

Pleasant Street South

City/Town:

Natick

State:

MA

Zip Code:

01760

Country:

us

Mailing Address

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

Street Number:

Street Name:

City/Town:

State:

Zip Code:

Country:

AMENDMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

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

Floor Number	Square Footage	Number of Rooms
1	10,850	6

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

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

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

Landlord Name

Landlord Phone

Lease Beginning Term

Landlord Address

Lease Ending Term

Rent per Month

Rent per Year

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

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

AMENDMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	0
B. Purchase Price for any Business Assets	0
C. Costs of Renovations/Construction	\$1500
D. Purchase Price of Inventory	0
E. Initial Start-Up Costs	0
F. Other (Please specify)	0
G. Total Cost (Add lines A-F)	\$1500

Please note, the total amount of Cash Investment (top right table) plus the total amount of Financing (bottom right table) must be equal to or greater than the Total Cost (line G above).

You are required to provide all documents relating to financing and/or loans you receive for this transaction

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
Jay Mofenson	\$1500
Total:	\$1500

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
n/a			
Total:			0

RESOLUTION OF LOOKOUT HARD CIDER LLC

The undersigned Manager of Lookout Hard Cider LLC, A Massachusetts limited liability company with an office located at 89 Pleasant Street, Natick, Massachusetts,

DOES HEREBY CERTIFY :

At a joint meeting of the members, duly called and held this day at which a quorum was present and acted throughout, the members unanimously adopted the following resolutions, which have not been modified or rescinded:

RESOLVED: That the limited liability company apply to the Massachusetts Alcoholic Beverages Control Commission for approval to make alterations to the premises, in order to serve alcoholic beverages on the premises at the picnic area and at the U-pick Barn located at 89 Pleasant Street, Natick Massachusetts.

Lookout Hard Cider, LLC

Dated: April 10, 2018

A handwritten signature in black ink, reading "Steven B. Belkin". The signature is written in a cursive style with a horizontal line underneath the name.

By: Steven B. Belkin, Its Manager



1-800-862-6200

Call Citizens' PhoneBank anytime for account information,
current rates and answers to your questions.

Commercial Account Statement

1 OF 2

Beginning January 01, 2018
through January 31, 2018

US759 BR711 39 1

LOOKOUT HARD CIDER LLC
OPERATING ACCOUNT
2 CHARLESGATE W
BOSTON MA 02215-3540

Commercial Checking

SUMMARY

Balance Calculation

Previous Balance

Checks

Debits

Deposits & Credits

Current Balance

Your next statement period will end on February 28, 2018.

LOOKOUT HARD CIDER LLC
OPERATING ACCOUNT
Commercial Checking

Previous Balance

TRANSACTION DETAILS

Checks * There is a break in check sequence

⊖ Total Checks

Debits

Other Debits

Date	Amount	Description
01/03		
01/04		
01/05		
01/10		
01/11		
01/12		
01/17		
01/17		
01/17		



Citizens Bank

1-800-862-6200

Call Citizens' PhoneBank anytime for account information, current rates and answers to your questions.

Commercial Account Statement

2 OF 2

Beginning January 01, 2018
through January 31, 2018

Commercial Checking continued from previous page

Other Debits (continued)

Date	Amount	Description
01/18		
01/19		
01/23		
01/24		
01/25		
01/26		
01/29		
01/31		

LOOKOUT HARD CIDER LLC
OPERATING ACCOUNT
Commercial Checking

— Total Debits

Deposits & Credits

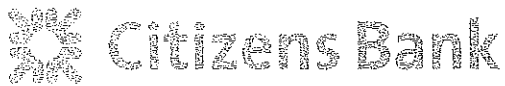
Date	Amount	Description
------	--------	-------------

+ Total Deposits & Credits

= Current balance

Daily Balance

Date	Balance	Date	Balance	Date	Balance
------	---------	------	---------	------	---------



1-800-862-6200

Call Citizens' PhoneBank anytime for account information,
current rates and answers to your questions.

US759 BR711

55 1

LOOKOUT HARD CIDER LLC
OPERATING ACCOUNT
2 CHARLESGATE W
BOSTON MA 02215-3540

Commercial Account Statement

1 OF 2

Beginning February 01, 2018
through February 28, 2018

Commercial Checking

SUMMARY

Balance Calculation

LOOKOUT HARD CIDER LLC
OPERATING ACCOUNT
Commercial Checking

Previous Balance

TRANSACTION DETAILS

Checks * There is a break in check sequence

⊖ Total Checks

Debits

Other Debits

Date Amount Description



Citizens Bank

1-800-862-6200

Call Citizens' PhoneBank anytime for account information,
current rates and answers to your questions.

Commercial Account
Statement

2 OF 2

Beginning February 01, 2018
through February 28, 2018

Commercial Checking continued from previous page

Other Debits (continued)

Date Amount Description

LOOKOUT HARD CIDER LLC
OPERATING ACCOUNT
Commercial Checking
132104-363-2

⊖ _____ Total Debits

Deposits & Credits

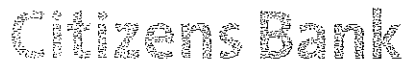
Date Amount Description

⊕ _____ Total Deposits & Credits

= _____ Current Balance

Daily Balance

Date Balance Date Balance Date Balance



Call Citizens' PhoneBank anytime for account information, current rates and answers to your questions.

37 1

Commercial Account
Statement

1 OF 2

Beginning March 01, 2018
through March 31, 2018

Commercial Checking

SUMMARY

Balance Calculation

LOOKOUT HARD CIDER LLC
OPERATING ACCOUNT

Previous Balance

TRANSACTION DETAILS

Checks * *There is a break in check sequence*

Debits

Other Debits

Total Checks



Citizens Bank

1-800-862-6200

Call Citizens' PhoneBank anytime for account information, current rates and answers to your questions.

Commercial Account
Statement

2 OF 2

Beginning March 01, 2018
through March 31, 2018

Commercial Checking continued from previous page

Other Debits (continued)

Date Amount Description

LOOKOUT HARD CIDER LLC
OPERATING ACCOUNT
Commercial Checking
132104-363-2

⊖ Total Debits

Date Amount Description

⊕ Total Deposits & Credits

= Current Balance

Daily Balance

Date Balance Date Balance Date Balance

NEWS FROM CITIZENS

--Effective March 26, 2018 if you choose to store your debit card information with any third parties, we may also share updates to this information with these third parties (this only applies to third parties with whom you elect to share this information). Not all third parties participate in this update service. So, to ensure your debit card information is updated timely to prevent missed recurring payments, you should also update your debit card information directly with the third parties.

LANDLORD
LOOKOUT FARM, LLC
89 SOUTH PLEASANT STREET
SOUTH NATICK, MA 01760

TENANT
LOOKOUT HARD CIDER, LLC
89 S PLEASANT STREET
NATICK, MA 01760

LEASE AGREEMENT

LOOKOUT FARM LLC & LOOKOUT HARD CIDER, LLC

Lookout Farm LLC (Landlord) and Lookout Hard Cider LLC (Tenant) enter into the following lease Agreement (hereafter "Agreement" or "lease") as outlined below:

1. The Landlord agrees to lease designated space and equipment to Tenant in the Farm Market building, the attached greenhouse, the two (2) adjacent patios and the designated outdoor spaces in the picnic and u-barn areas located at 89 South Pleasant Street, Natick, Massachusetts 01760.
2. The term of the lease is three years beginning on January 5, 2018 and ending at 11:59 PM on January 4, 2021.
3. The lease may be extended beyond January 4, 2021 by mutual agreement of both parties, provided however, that such mutual agreement is executed on or before January 3, 2021.
4. The lease may not be sublet or otherwise assigned to a third party by the Tenant without prior written approval by the Landlord, which Landlord may decline at its sole discretion.
5. The Tenant agrees to pay Landlord a base monthly rental fee of \$1,600.00 for the term of this Agreement.
6. The monthly rental fees are due on the first of each month and all payments are due, in full, within five (5) days of due date. Any payments received more than five (5) days in arrears shall be subject to a late fee of 12% of the outstanding balance due.
7. The Tenant is responsible for all utilities, gas, electric, water and sewer, for the Farm Market building and equipment under Agreement unless otherwise stated. The Tenant agrees to pay all utility bills, in full, within five (5) days of receipt from Landlord. Any payments received more than five (5) days in arrears shall be subject to a late fee of 12% of the outstanding balance due.
8. As an offset to the lower monthly fee of \$1,600, the Tenant also agrees to pay the utility expense used by the Landlord in the market building during the u-pick season.
9. The Tenant is responsible for any and all repairs, alterations and maintenance needs for the Farm Market building and equipment under Agreement, regardless of the cause, in a timely fashion.

10. The Landlord shall have no responsibility for any repairs, alterations or maintenance needs for the Farm Market building and equipment under Agreement regardless of the cause unless otherwise stated.

11. The Tenant needs prior written approval from the Landlord for any material alterations to the Farm Market building and equipment under Agreement

12. The Tenant acknowledges that it has inspected the Farm Market building and equipment which are the subject of this Agreement and accepts such as is.

13. The Tenant agrees to return the Farm Market building and equipment covered by this lease to its original condition, without exception, within thirty (30) days, if requested by the Landlord, or automatically upon the termination of this Agreement, unless otherwise agreed with the Landlord.

14. The Landlord agrees to provide parking for Tenant employees at a location designated by the Landlord.

15. The Tenant agrees to keep the interior and exterior of the Farm Market building neat, clean, landscaped, clutter free and compliant with sanitary and health code regulations at all times.

16. The Tenant is responsible for obtaining all Town and State permits, licenses and inspections as required by law.

17. The Tenant agrees that the hours of operation will not extend beyond 10:00 am to 8:00 pm daily without prior written approval of the Landlord.

18. The Tenant is responsible for trash disposal, professional pest control and service and for maintaining sanitary conditions at all times for the Farm Market building and equipment subject to this Agreement.

19. The Tenant shall maintain throughout the Lease Term the following insurance policies: (1) commercial general liability insurance in amounts of \$2,000,000.00 per occurrence or such other amounts as Landlord may from time to time reasonably require, insuring Tenant, Landlord, Landlord's agents and their respective Affiliates against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Premises, Landlord shall be named as an additional insured; (2) worker's compensation insurance, containing a waiver of subrogation endorsement in favor of and acceptable to Landlord; (3) \$ 1,000,000.00 in commercial auto liability insurance, including non-owned and hired vehicles. Tenant's insurance shall provide primary coverage to Landlord when any policy issued to Landlord provides duplicate or similar coverage and in such circumstance Landlord's policy will be excess over Tenant's policy. Tenant shall furnish to Landlord certificates of such insurance and such other evidence satisfactory to Landlord of the maintenance of all insurance coverage required hereunder and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least 30 days before cancellation or a material change of any such insurance policies. All such insurance policies shall be in form and issued by companies reasonably satisfactory to Landlord.

20. The Tenant shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association or any similar body succeeding to its powers. The Tenant shall on demand reimburse the Landlord for all extra insurance premiums caused by the Tenants use of the Premises. If Tenant is required to install Fire Extinguishers, Tenant will be responsible for the cost and to contract with a qualified extinguisher contractor for installation and service of the extinguishers.

21. This Agreement shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the Tenant shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Agreement to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

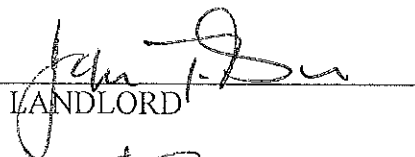
22. Tenant shall not (either with or without negligence) cause or permit the escape, disposal, release or threat of release of any biologically or chemically active or other Hazardous Materials (as said term is hereafter defined) on, in, upon or under the Premises. Tenant shall not allow the generation, storage, use or disposal of such Hazardous Materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the generation, storage, use and disposal of such Hazardous Materials, nor allow to be brought onto the LANDLORD'S Property generally, any such Hazardous Materials except for use in the ordinary course of TENANT'S business. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of Hazardous Materials, then the reasonable costs thereof shall be reimbursed by TENANT to LANDLORD upon demand as additional charges, but only if such requirement applies to the Premises or may be the result of the acts or omissions of the TENANT or any other person or entity acting under or on behalf of the TENANT during the term of this Lease. In addition, TENANT shall execute affidavits, representations and other necessary or appropriate documentation, from time to time, at LANDLORD's request concerning TENANT'S best knowledge and belief regarding the presence of Hazardous Materials on the Premises,

In addition to the indemnities set forth above, TENANT shall, at its own expense, remove, clean up, remedy and dispose of (in complete compliance with all applicable laws, rules and regulations), all Hazardous Materials generated or released by the TENANT or any other person or entity acting under or on behalf of the TENANT during the term of this Lease (or during such time as TENANT is in occupancy or possession of any part of the Premises), or at a future date, if the presence of Hazardous Materials relates back to TENANT's Term under this Lease and was generated by or resulted from the operations of the TENANT. In performing its obligations hereunder, TENANT shall use licensed and insured contractors satisfactory to the LANDLORD, demonstrate that all necessary permits have been obtained and exercise best efforts to avoid interference with the use and enjoyment of the LANDLORD'S property generally by other Tenants, employees, guests and occupants thereof. The provisions hereof shall survive expiration or termination of this Lease.

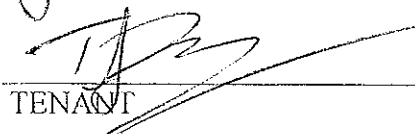
23. The Landlord shall, in no event, be liable for failure to perform any of its obligations under this Lease when prevented from doing so by causes beyond its reasonable control.

24. If any sum or sums due as rent or additional rent as herein provided and set forth or any part thereof shall be unpaid for a period of fourteen (14) days after written notice of such default has been given by Landlord to Tenant, or if Tenant shall violate or be in default in its observances or performance of any of its covenants herein contained, except default in the payment of base rent or additional rent, and shall have failed to take appropriate steps to remedy such breach or default within twenty (20) days after written notice of such breach or default has been given by Landlord to Tenant, or if the leased premises hereby created shall be taken on execution or other process of law and shall not be redeemed for twenty (20) days after Landlord shall have given Tenant written notice of such taking, or if Tenant be declared bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, then, and in each of the said cases (after the expiration of the aforesaid fourteen (14) day or twenty (20) day period if applicable), Landlord lawfully may (notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) immediately or at any time thereafter while such default or other stipulation continues and without further demand or notice enter into and upon the Premises or any part thereof in the name of the whole and repossess the same and expel Tenant and remove its effects (forcibly if necessary) without being deemed guilty of any manner to trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or other breach and upon entry as aforesaid this Lease shall terminate and Tenant covenants that in case of such termination under the provisions of statute by reason of the default of Tenant, Tenant will forthwith pay Landlord as damages- a sum equal to the amount by which the base rent, additional rent, and other payments called for hereunder of the remainder of the original term or of any extensions thereof, and, in addition thereto, will during the remainder of the original term and of any extensions thereof pay to Landlord on the last day of each calendar month the difference, if any, between rental which would have been due for such month had there been no such termination and the sum of the amount being received by Landlord as rent from occupants of the Premises, if any, and the applicable pro-rated amount of the damages previously paid to Landlord, Landlord hereby agreeing to use reasonable efforts to minimize damages,

25. This Agreement replaces and supersedes any and all prior agreements and/or arrangements whether written, verbal, implied or otherwise.


LANDLORD

1/4/2018
DATE


TENANT

1/4/2018
DATE

APPLICANT'S STATEMENT

I, Jay Samuel Mofenson the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP member
Authorized Signatory

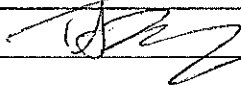
of Lookout Hard Cider, LLC, hereby submit this application for Alteration of Premise
Name of the Entity/Corporation Transaction(s) you are applying for

(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: April 11, 2018

Title:

Owner

MANAGER'S CERTIFICATE

Reference is hereby made to the Lookout Hard Cider, LLC, a Massachusetts limited liability company (hereafter the "Company").

Pursuant to the terms of the Company's Articles of Organization and Operating Agreement, the undersigned hereby certifies as follows:

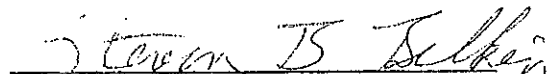
1. That there have been no amendments or modifications to the Company's Articles of Organization or Operating Agreement since the Company's certification by the Commonwealth;
2. That the Company currently enjoys legal existence and good standing with said Commonwealth;
3. That in accordance with the Articles of Organization and the Company's Operating Agreement, the Company's Members held a special meeting on Wednesday, February 25th, 2015 at 10:00 AM;
4. That all of the Members of the Company were in attendance or participated via telephone;
5. That upon and after discussion, the Members took the following votes in furtherance of the Company's business and the establishment of a retail outlet at its principal place of business in Natick, Massachusetts (hereafter the "Premises"); each vote passing unanimously:

(a) That Mr. Jay Samuel Mofenson, so long as he is deemed of requisite character and otherwise satisfactory to the licensing authorities, be and is hereby designated manager of the Premises wherein the Company's retail operation shall operate, such Premises consisting of approximately 1600 square feet and containing retail space, a lounge/sitting area and bathrooms, all in accordance with applicable regulations;

(b) That the said Mr. Jay Samuel Mofenson is authorized and given full authority and control over said Premises as said Premises is described in the license granted to the Company as well as the conduct of all business therein relative to the sale and consumption of alcoholic beverages as the Company itself could in any way have and exercise if the Company were a natural person and a resident of the Commonwealth; and

(c) That John Burns, General Manager of Lookout Farm, the facility within which the Premises is located, shall and is hereby appointed as an authorized representative of the Company, the Premises and the business of the Premises, with full authority to appear before any board, commission, advisory group and/or regulatory authority on behalf the Company and the Premises for any and all purposes.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on behalf of the Company, this 26th day of February, 2015.


Steven B. Belkin
Member/Manager



Belkin Family Lookout Farm

89 South Pleasant Street • South Natick, MA 01760
p 508-651-1539 • f 508-651-0439 • lookoutfarm.com

04/11/18

Dear Members of the Natick Board of Selectmen,

Thank you for your continued support of Lookout Farm. As we approach our May 1st season opening, we remain committed to strengthening our farm operation by continuing to improve our customer service experience and in turn, our economic viability. As such we are requesting an alteration to our current pouring license.

We seek to add an additional picnic area adjacent to the children's play area in order to accommodate our existing seasonal guests. This picnic area would be contained in a similar fashion as is our taproom patio and our farm produced beer and hard cider would be made available for purchase and consumption within the permitted area. Operation of this picnic area would be limited to weekends and Monday holidays during the months of September and October and the hours of operation of this area would be restricted to the hours between noon and 6pm (with last service at 5pm).

We also seek to add an additional picnic area adjacent to our train depot. The intent of this area is to provide a contained outdoor area where our guests can enjoy a beautiful view of the farm and the stunning sunsets while enjoying our beers and ciders. The operation of this area would be between the months of May 1st - October 31st and limited to Thursdays and Fridays from 3pm until dusk and Saturdays and Sundays from noon until dusk. The intent is to provide a tranquil environment where guests can connect with the farm, family and friends and therefore neither exterior lighting nor music will be permitted during operation.

During hours of operation of both areas, food will be made available and the offerings will be in compliance with the parameters set forth by the Natick Board of Health.

Again, thank you for your consideration and support of our continued efforts to maintain Lookout Farm as an operational agricultural property.

Sincerely,

Jay Mofenson

jmofenson@lookoutfarm.com

(508) 651-1539



BELKIN LOOKOUT FARM

89 PLEASANT STREET NATICK, MA

U-BARN SITE

70' x 26' = 1,820 SF

1,820 SF / 30 SF = 60 OCCUPANTS



BELKIN LOOKOUT FARM

89 PLEASANT STREET NATICK, MA

PICNIC SITE

60' x 60' = 3,600 SF

3,600 SF/ 30 SF = 120 OCCUPANTS

NEW OUTDOOR AREAS

U-BARN- 60



*Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114*

Deborah B. Goldberg
Treasurer and Receiver General

Kim S. Gainsboro, Esq.
Chairman

**ALCOHOLIC BEVERAGES CONTROL COMMISSION ADVISORY REGARDING
GUIDELINES FOR EXTENSION OF PREMISES TO PATIO AND OUTDOOR AREAS**

On July 28, 2015, at a public meeting, the Alcoholic Beverages Control Commission approved amendments to its "Guidelines for Extension of Premises to Patio and Outdoor Areas." These amended guidelines supersede the previously issued Guidelines from August 22, 1989. A copy of the amended Guidelines are attached to this Advisory.

As a reminder, all licensees must ensure that they are in compliance with the Laws of the Commonwealth of Massachusetts and that sale of alcoholic beverages take place only as authorized by applicable law. Questions concerning this Advisory can be directed to Ralph Sacramone, Executive Director of the Massachusetts Alcoholic Beverages Control Commission at (617) 727-3040 x 731.

(Issued August 6, 2015)



Deborah B. Goldberg
Treasurer and Receiver General

***Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114***

Kim S. Gainsboro, Esq.
Chairman

**GUIDELINES FOR EXTENSION OF PREMISES TO
PATIO AND OUTDOOR AREAS**

1. Alcoholic beverages cannot be served outside of a licensed establishment unless and until an application to extend the licensed premises has been approved.
2. An application to extend the premises must describe the area in detail, including dimensions, seating capacity, and maximum occupancy.
3. The premises must be enclosed by a fence, rope, or other means to prevent access from a public walkway.
4. The outdoor area must be contiguous to the licensed premises with either (a) a clear view of the area from inside the premises, or, alternatively (b) the licensee may commit to providing management personnel dedicated to the area.
5. The applicant must have a lease or documents for the right to occupy the proposed area.
6. The licensing authorities should consider the type of neighborhood and the potential for noise in the environs.
7. Preferred are outdoor areas where alcohol is served to patrons who are seated at the tables and where food is also available.

Donna Donovan <ddonovan@natickma.org>

Re: Lookout Farm

1 message

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

Fri, Apr 20, 2018 at 12:49 PM

Donna,

I have reviewed and would recommend that the BOS, as the Licensing Authority, limit the additional service locations out in the farm to one, not two. My suggestion is to approve the U-Barn location where we often have a police detail near by and not the picnic area. I would also like to see the U-Barn location be part of, or immediately adjacent to the U-Barn, not adjacent to the train area. This past year we did have a missing child out in the farm, a direct result of an inattentive parent. This child was found lying down in one of the rows of apple trees in the orchard. I am extremely thankful this child was found unharmed, but it was a anxiety driven event for many looking for her. My concern here has a lot to do with inattentive adults and wandering children in the rural farm environment.

Respectfully,

Lt. Brian G. Lauzon

On Fri, Apr 20, 2018 at 8:53 AM, Donna Donovan <ddonovan@natickma.org> wrote:

Hi Brian,

Attached is the application for Lookout Farm.

Thank you.

Donna Donovan
Senior Executive Assistant
Town of Natick
508-647-6410

LOOKOUT RIDGE IMPROVEMENT ASSOCIATION, INC.

Amy K. Mistrot, Chair

Board of Selectmen, Natick Town Hall, 2d Floor

13 East Central Street

Natick, MA 01760

Re: Undated Public Hearing Notice concerning Application for an Amendment to Farmers Winery Pouring Permit

Dear Madam Chair:

I submit this letter in my capacity as President of the Lookout Ridge Improvement Association, Inc. to express concern on the part of our membership about the proposed expansion of facilities serving alcoholic beverages at Lookout Farm in South Natick. Please consider this an urgent request that the Board extend the hearing currently scheduled for May 14, 2018 for at least 30 days to enable the Association and others sufficient time to become familiar with the details and impacts of the developer's current proposal.

This is the latest in a series of expansions on the part of the developers of Lookout Farm to attract additional visitors to the site for the purpose of increasing alcohol consumption and the sale of the alcoholic beverages the Farm produces. At a minimum, the developer's proposal raises concerns about the safety of residents in our community that must be addressed.

We received the Town's abbreviated Public Hearing Notice less than a week ago. The same envelope contained a slightly different version prepared, but not disseminated, by the developers, dated April 11, 2018. I attach copies of both documents. Neither provides adequate information for residents to understand the impacts of the developer's proposal or to determine whether or how the developer's proposal complies with the Town's detailed Rules and Regulations governing such activities. Furthermore, the Association was informed for the first time on May 10, 2018, that the Lookout Farm Advisory Committee, formed for the purpose of monitoring and advising on the Farm's activities, has been inactive.

Our membership would very much appreciate the opportunity to designate a representative to review all relevant information submitted by the developer to the Town and to meet with Town officials about this important matter at their convenience. Please contact me in advance of the hearing tomorrow for this purpose at Judith_thomson@yahoo.com. Thank you in advance for your consideration.

Respectfully,

LOOKOUT RIDGE IMPROVEMENT ASSOCIATION, INC.

Judith Thomson, President



Belkin Family Lookout Farm

89 South Pleasant Street • South Natick, MA 01760
p 508-651-1539 • f 508-651-0439 • lookoutfarm.com

04/11/18

Dear Neighbor,

As we approach our May 1st season opening, we remain committed to strengthening our farm operation by continuing to improve our customer service experience. As such, we have submitted a request for alteration of our current pouring license.

We seek to add an additional picnic area adjacent to the children's play area in order to accommodate our existing seasonal guests. Within this picnic area, Lookout Farm beer and hard cider would be made available for purchase and consumption within the permitted area. Operation of this picnic area would be limited to weekends and Monday holidays during the months of September and October and operation of this area would be restricted to the hours between noon and 6pm (with last service at 5pm).

We also seek to add an additional picnic area adjacent to our U-barn. As a point of reference this area is located more toward the center of the farm and located between the train depot and the big red barn. The intent of this area is to provide a contained outdoor area where our guests can enjoy a beautiful view of the farm, stunning sunsets, and our beers and ciders. The operation of this area would be between May 1st- October 31st and limited to Thursdays and Fridays from 3pm until dusk and Saturdays and Sundays from noon until dusk. The intent of this area is to provide a tranquil environment where guests can connect with the farm, family and friends and therefore neither exterior lighting nor music will be permitted during operation.

As always, I thank you for your continued support of our efforts to maintain Lookout Farm as an operational agricultural property and of course, please do not hesitate to contact me with any additional questions.

Sincerely,

Jay Mofenson

jmofenson@lookoutfarm.com

(508) 651-1539

ITEM TITLE: Sustainability Coordinator
ITEM SUMMARY: a. Municipal Vulnerability Program
b. Small Business Energy Efficiency Program

ATTACHMENTS:

Description	Upload Date	Type
MVP Memo-J. Wilson Martin	5/10/2018	Cover Memo
MVP Report-Draft	5/10/2018	Cover Memo
MVP-BOS Ltr of Support-Action Grant	5/10/2018	Cover Memo
MVP-BOS Ltr of Support-Planning Assistance Grant	5/10/2018	Cover Memo
Small Business Energy Efficiency Memo-J. Wilson Martin	5/9/2018	Cover Memo
Small Business Energy Efficiency BOS Letter of Support	5/9/2018	Cover Memo

Memorandum



To: Natick Board of Selectmen
CC: William Chenard, Acting Town Administrator
From: Jillian Wilson Martin, Sustainability Coordinator
Victoria Parsons, Conservation Agent
Date: May 10, 2017
Subject: Municipal Vulnerability Program and New Grant Opportunities

Dear Natick Board of Selectmen:

In 2017, the Town of Natick received a \$21,000 Municipal Vulnerability Preparedness (MVP) program grant from the Massachusetts Executive Office of Energy and Environmental Affairs (EEA) to complete a Town-wide vulnerability assessment and develop an action-oriented resiliency plan.

Community Resilience Building Process & Priority Actions

Per the EEA's guidance, the Town followed the Community Resilience Building (CRB) framework developed by The Nature Conservancy. This framework was actualized through two four-hour Community Resilience Building workshops on October 12, 2017 and October 24, 2017 that engaged nearly 50 community members with background and expertise in the societal, environmental and infrastructure risks associated with climate change.

Workshop participants identified more than 40 actions the Town of Natick, in collaboration with residents, local business owners, neighboring municipalities, and state agencies, should take to improve resilience. These actions were categorized into the following groups:

- Low Impact Development
- Emergency Response
- Power
- Water Management
- Stakeholder Engagement
- Vulnerable Populations
- Open Space & Land Management

Actions were then prioritized by participants through a post-workshop online survey and were further vetted by department heads to determine who will be responsible for leading and supporting the implementation of each action. Actions identified were also compared with Natick's 2018 Hazard Mitigation Plan, which was finalized in April 2018. Actions that were included in the Hazard Mitigation Plan, but not initially identified in the CRB workshops were added to the community's list of recommendations.

Next Steps

Listening Session on 5/16 and Submission of Final Report

With its priority actions identified, the Town of Natick is nearing the completion of the CRB process and will be hosting a public listening session to share the project's findings on May 16, 2018 at 7:30pm at the Community Senior Center and will be submitting our final report in June 2018. Completion of the CRB process will enable the Town to achieve MVP designation status from EEA and receive preference for future state grants. A draft of the

report we will be sharing with community members at the public listening session is attached for your review; with your permission, we will return to present the final version at one of the Board's meetings this summer.

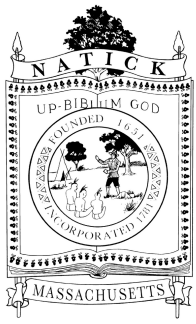
Grant Opportunities

The Massachusetts Executive Office of Energy and Environmental Affairs (EEA) recently released two, quick-turnaround grant opportunities related to this project that the Town is working to take advantage of:

- **MVP Action Grants:** funding to advance priority climate adaptation actions to address impacts resulting from extreme weather, sea level rise, inland and coastal flooding, severe heat, and other climate impacts. For this opportunity, we plan to submit five proposals. The proposals include projects to: develop a low impact development bylaw; produce materials for a water conservation campaign in conjunction with the launch of the new WaterSmart portal; develop a tree planting plan to mitigate the effects of heat islands on public and private properties; and construct three stormwater best management practices, including a bioretention area and rain garden at Murphy Field and a tree box filter in front of the Morse Institute Library.
- **Planning Assistance Grants:** funding mitigation of climate change through zoning and other regulations that reduce energy use and greenhouse gas emissions. For this opportunity, we plan to partner with the Town of Wellesley and the Metropolitan Area Planning Council on a proposal to create a regional plan that would include a high-level GHG emissions inventory of the energy, transportation, and waste sectors for Natick, and holistic strategies and measures to help Natick achieve its goals.

In total, the grant applications we are compiling, which are both due on May 18, 2018, represent approximately \$250,000 in potential funding for the Town of Natick.

We would greatly appreciate your support of these projects and respectfully request your signature on the two enclosed letters of support. Thank you.



TOWN OF NATICK

DRAFT 5.10.18

MAY 2018

COMMUNITY RESILIENCY BUILDING

SUMMARY OF FINDINGS



Dug Pond

Source: Town of Natick website



PREPARED AND PRESENTED BY

STEFANIE COVINO, MASS AUDUBON
JENNIFER DUCEY, STANTEC
HILARY KING, STANTEC
JAMES ERRICKSON, TOWN OF NATICK
JEREMY MARSETTE, TOWN OF NATICK
WILLIAM MCDOWELL, TOWN OF NATICK
VICTORIA PARSONS, TOWN OF NATICK
JILLIAN WILSON MARTIN, TOWN OF NATICK

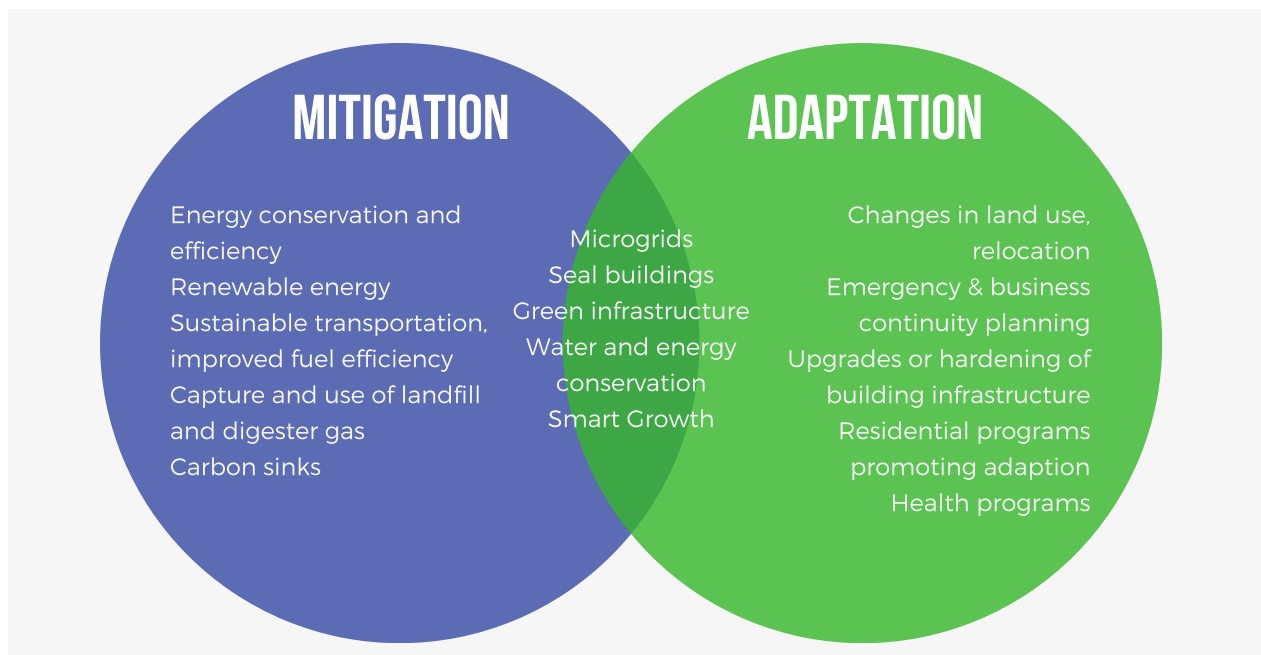
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OVERVIEW

As the Commonwealth advances an integrated climate change strategy under Executive Order 569, Massachusetts cities and towns are working in parallel at the local and regional level on resiliency planning and climate preparedness efforts. The intense storm events of the last decade and noticeable changes in weather patterns have reinforced this urgency and compelled leading communities like the Town of Natick to proactively plan for potential impacts from natural and climate-related hazards.

The Town of Natick recognizes the importance of advancing both mitigation and adaptation strategies to deal with the challenges of climate change. The combined effect of mitigation and adaptation will be more effective in reducing the exposure and vulnerability of Natick's citizens, economy, infrastructure, and ecosystems to current and future hazards.



With this in mind, the Town of Natick applied for and received a Municipal Vulnerability Preparedness (MVP) program grant from the Massachusetts Executive Office of Energy and Environmental Affairs (EEA) to complete a Town-wide vulnerability assessment and develop an action-oriented resiliency plan following the Community Resilience Building (CRB) framework developed by The Nature Conservancy. The CRB framework employs a unique “anywhere at any scale”, community-driven workshop process to increase awareness of risks from natural and climate-related hazards and assess community vulnerabilities and strengths. Completion of the CRB process will enable the Town to achieve MVP designation status from EEA by June 2018 and receive preference for future state grants.

COMMUNITY RESILIENCE BUILDING WORKSHOPS

In Natick, the CRB framework was actualized through two four-hour Community Resilience Building workshops on October 12, 2017 and October 24, 2017. The list of workshop invitees and workshop content was guided by input from an interdisciplinary working group comprised of Town-staff and consultants from Stantec and Mass Audubon.



Workshop participants identifying community vulnerabilities
Source: Stantec

The Workshop's central objectives were to:

- Define top local natural and climate-related hazards of concern
- Identify existing and future strengths and vulnerabilities
- Develop prioritized actions for the community
- Identify immediate opportunities to collaboratively advance actions to increase resilience

Approximately 40 participants from town departments/committees/boards, state agencies, community organizations, businesses, and other interest groups attended each workshop. The workshops included a combination of large group presentations and small group discussions.

The large group presentations outlined the workshop process/goals, presented helpful hazard, community, and climate data, shared example actions, and provided an update on local planning efforts and non-profit initiatives. Participants also had an opportunity to work together in small

groups consisting of 6-8 people with different roles, responsibilities, and expertise to foster an exchange of ideas and perspectives. Spokespersons from the small groups then reported back to the larger group. This format, rich with information, experience, and dialogue, produced the findings outlined in this summary report. The report provides an overview of the top hazards and vulnerable areas, current concerns and challenges presented by the hazards, current strengths and assets, and top recommendations to improve the Town's resilience to natural and climate-related hazards today and in the future.

Workshop attendees and other interested stakeholders are encouraged to provide comments, corrections, and updates on the summary of findings transcribed in this report to jwmartin@natickma.org. The Town of Natick's ongoing community resilience building efforts will benefit from the participation of all those concerned.

TOP HAZARDS & VULNERABLE AREAS

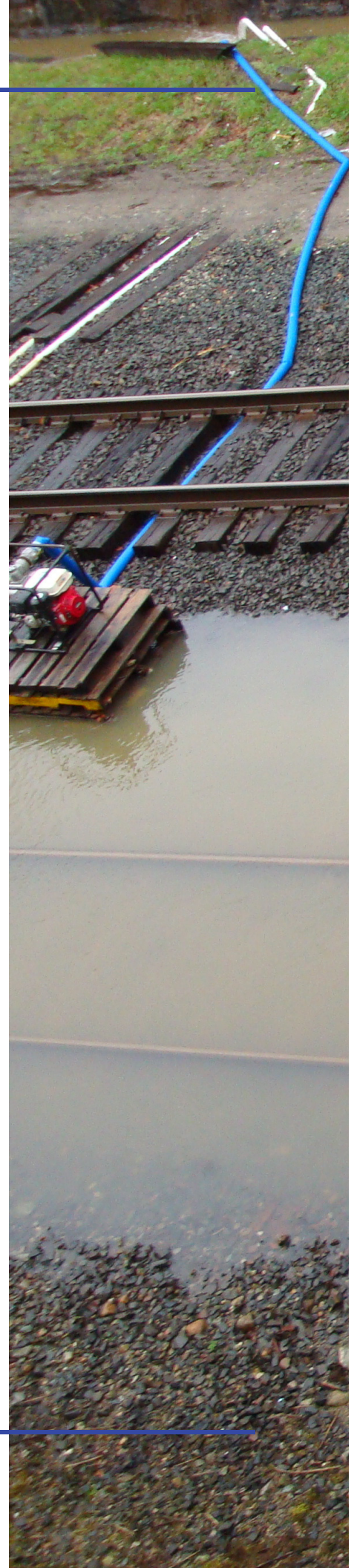
During the Community Resilience Building (CRB) Workshop, participants were asked to identify the top natural hazards for the Town of Natick. Stormwater flooding from intense storms and resulting riverine flooding were identified as the hazard of greatest concern by most participants. Extreme winter storms with snow, ice, and wind were also listed as a priority hazard by workshop attendees. Finally, environmental changes associated with climate change, particularly periods of extended drought and increased extreme precipitation events, were also highlighted as major concerns for the Town. These hazards have direct and increasing impacts on Town residents, their neighborhoods and the Town's resources, including natural areas (wetlands, forests, parks), roads, drinking and wastewater systems, and other critical infrastructure.

TOP HAZARDS

- Precipitation-Based and Riverine Flooding
- Extreme Snow and Ice Events
- Extreme Temperatures
- Severe Drought
- Wind

AREAS OF CONCERN

- Neighborhoods: South Natick, Elderly Communities (Multiple throughout Town)
- Ecosystems: Lake Cochituate, Charles River, Broadmoor Wildlife Sanctuary, Invasive Species, Aquifer, Lookout Farm, Town Parks
- Transportation: Commuter Rail stations, Interstate 90, Route 9, Route 135, Route 27, Route 16, Boston Marathon Route, Multimodal Intersections, Unaccepted Streets, Speen Street
- Infrastructure: Dams (Jennings Pond, Lake Cochituate, South Natick, Beaver Brook), Hospital, Natick Mall, Pole Based Utilities, Sewer System, Wells, Emergency Operations Center, Eversource Electrical Substations, MathWorks, TJX, MWRA Sewer



CURRENT CONCERNS & CHALLENGES PRESENTED BY HAZARDS

The Town of Natick has several concerns about, and faces multiple challenges related to, the impacts of weather-related events. In recent years, the Town has experienced a series of highly disruptive and damaging weather events including the floods of 2010, Tropical Storm Irene (August 2011), Tropical Storm Sandy (October 2012), winter Nor'easter Nemo (February 2013), and the Winter of 2015 snow storms. Impacts from Irene and Sandy included heavy rain-induced flooding, wind damage, and power outages. Nemo and the Winter of 2015 snow storms dropped several feet of snow on the Town knocking out power and isolating residents and neighborhoods. The frequency and intensity of these events already experienced in Massachusetts is expected to increase due to climate change, exacerbating existing local vulnerabilities. This has motivated communities like Natick to comprehensively improve resilience at the municipal, county, and regional levels.



Natick Fire Department on a call during a snowstorm
Source: Paul Keleher, 2011

Recent extreme weather events have highlighted how hazards impact different areas of Town, from the urbanized downtown to the hilly terrain surrounding the town center. The low elevation of South Natick includes the Charles River and is prone to frequent flooding and evacuations. The hilly terrains of North Natick and East Natick are more prone to the effects of wind and power outages. Longer periods of increased temperatures, particularly in July and August, have raised concerns regarding the availability of drinking water for residents, as well as the health effects on the multiple elderly communities in Natick. The combination of these issues presents a challenge to emergency preparedness and response, and requires comprehensive yet tailored actions for establishing mitigation priorities for areas of the Town.

The workshop participants generally agreed that more intense and frequent storms affected the daily activities of residents and there was a need to prepare with communication and contingency plans for worst case scenarios during different times of the year.

SPECIFIC CATEGORIES OF CONCERNS & CHALLENGES

ROAD NETWORK

One of the primary concerns expressed by participants was the vulnerability of the Town's road network during and after routine and extreme events. Road closures prevent emergency management services from reaching impacted areas and reduce public access to evacuation routes and critical facilities like gas stations, grocery stores, and pharmacies. In addition, impassable roads can limit public access to sheltering facilities in the Town.

It was clear at the Workshop that Town residents are reliant on Routes 9, 16, 135, and Interstate 90 (MassPike). Route 9 floods often at the "sunkaway," a low-lying area along Route 9 to the East of Town near the Wellesley border. Route 16 floods in multiple locations along the Charles River and is impassable a few times per year. Route 135 floods between Lake Cochituate and Fiske Pond during intense precipitation events.



Flooding of Route 135 and Fisk Pond
Source: Brian Rule, 2010

VULNERABLE POPULATIONS

The greatest social concern was neighborhood isolation during flooding events and loss of power during winter and wind storms. An additional concern included public health and safety impacts due to heat waves on an aging population. There are several neighborhoods at risk of being cut off from the rest of the Town due to flooding or downed trees over critical roads. This is particularly dangerous for the elderly and medically vulnerable residents who live in these areas.

Cedar Gardens and Coolidge Gardens were singled out as elderly and disabled housing complexes with residents that require medical assistance. Several other nursing homes, rehabilitation facilities, and housing projects were noted as susceptible to impacts from natural hazards.

WETLANDS

One of the key challenges raised during the Workshop is the lack of awareness amongst residents of the benefits and critical services provided by the wetlands, as well as the lack of knowledge regarding regulations in place for wetland protection. Wetlands and riparian areas are not being valued and incorporated as natural infrastructure that can help reduce risk and improve resilience. South Natick contains many wetlands in and around the Charles River and Mass Audubon's Broadmoor Wildlife Sanctuary.

DAMS

Workshop participants had serious concerns about safety and flooding concerns with all of the dams listed below. Impacts from catastrophic failure would include floodwaters traversing and expanding throughout South Natick, Broadmoor Wildlife Sanctuary, Route 16, Route 9, Route 135, and Interstate 90.

Natick-based Dams with Massachusetts Office of Dam Safety (ODS) Rating

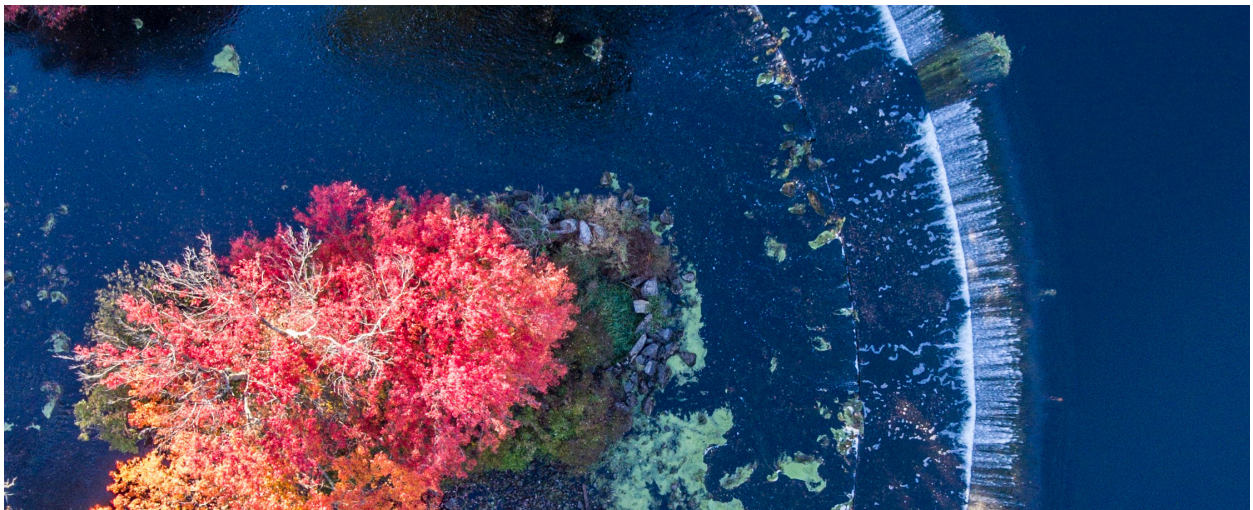
Charles River (High hazard)

Lake Cochituate (High hazard)

Fisk Pond (Low hazard)

Jennings Pond (Low hazard)

Beaver Brook (Not yet rated)



Aerial photo of Charles River Dam in South Natick
Source: Town of Natick, GIS

DRINKING WATER SUPPLY

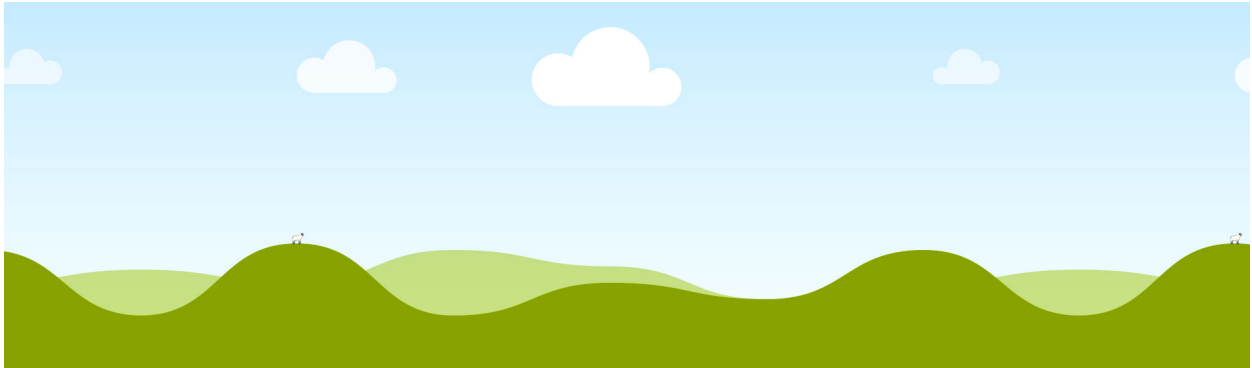
The availability of drinking water on a day-to-day basis during the summer months could affect businesses and residents close to Lake Cochituate, Fisk Pond, and Dug Pond. These locations are served by the public water wells at Springvale, Evergreen, Pine Oaks, and Morses Pond. Participants highlighted the need for a forward-looking contingency plan to account for vulnerabilities to the quality and quantity of this resource, which supplies a significant portion of the population of Natick with water. Residents elsewhere in Town are served by private wells. For both private and public sources, access to drinking water has been compromised during power outages and periods of drought.

EMERGENCY MANAGEMENT & EVACUATION

There seems to be a lack of adequate education of, and communications with, residents regarding emergency management and evacuation procedures. Participants were unsure whether Natick has predetermined evacuation routes and what is expected of residents in advance of major events. Natick does have pre-determined evacuation routes, though they are not well marked and are unknown to many Natick residents.

ELECTRICAL DISTRIBUTION SYSTEMS

Electric service outages can be caused by all identified types of natural hazards. The power distribution system was cited as one of the most critical pieces of infrastructure in Town and can impact all residents regardless of where they live. Mature trees and overhanging limbs along roadways and other transportation corridors (such as the rail trail) are a primary culprit because they can bring down power lines. Power interruptions due to storms can cause disruption to heating or cooling systems. Workshop participants noted that elderly and less mobile residents are at particular risk during electric service outages.



Double utility poles near Natick Center
Source: Town of Natick, 2018

RAILROAD STATIONS & RAIL LINE

Natick is served by the MBTA Commuter Rail (Framingham/Worcester line), with two stations. The Natick Center and West Natick stations and the rail line provide a critical artery for access to employment and to facilitate transportation in Massachusetts between Worcester, Natick, and Boston. The rail line and stations, especially the Natick Center station, frequently flood during heavy precipitation events. The Town recognizes that the resilience of this asset is paramount to the long-term viability of their community.

CURRENT STRENGTHS & ASSETS

As a result of Natick's recent experiences with extreme weather, the town is well acquainted with the existing strengths within the community. Reinforcing and expanding these supportive practices and assets will generate greater benefits to the community through increased resiliency against future storm, with greater frequencies and intensities, as well as long term impacts from the ongoing increases in air temperature and precipitation.



Belkin Family Lookout Farm, Source: Alex Banakas, 2011

Strengths and assets of note include:

- Responsive and committed leadership by the Town's elected officials.
- Natick's residents. On a neighborhood level, residents face common challenges and have demonstrated a desire to help one another recover quickly. In the aftermath of recent large storm events, residents witnessed a heightened sense of neighborhood and community. A community sense of pride is also developed around Natick's public infrastructure and spaces, such as the Natick Common and the Natick Farmer's Market.
- The large open spaces, such as Mass Audubon's Broadmoor Wildlife Sanctuary, Lookout Farm, Natick Community Farm, and the Sassamon Trace Golf Course, serve as sponges during heavy precipitation and recharge groundwater as well as reducing local heat islands and providing cooling spaces for people and wildlife.
- Supportive social services such as the activities and transportation systems for seniors, youth, and families, the Council on Aging, as well as faith-based organizations.
- Renewable energy capacity. The community has constructed several solar installations on Town property and private buildings which put additional energy into the electric grid.
- The Natick Mall provides a common place for social interactions, as well as a sheltering location during storm events.
- Interstate 90 (MassPike), Route 9, Route 135, Route 27, Route 16, and the Commuter Rail transportation corridors provide key connections between Worcester and east towards Boston.
- Natick has a large, natural aquifer, surrounded by large expanses of natural groundwater recharge areas.

TOP RECOMMENDATIONS TO IMPROVE RESILIENCE

Workshop participants identified more than 40 actions the Town of Natick, in collaboration with residents, local business owners, neighboring municipalities, and state agencies, should take to improve resilience. These actions were categorized into the following groups:

- Low Impact Development
- Emergency Response
- Power
- Water Management
- Stakeholder Engagement
- Vulnerable Populations
- Open Space & Land Management



End of second workshop, actions identified on table.

Source: Stantec

Actions were then prioritized by participants through a post-workshop online survey and were further vetted by Town of Natick leadership to identify which departments will be responsible for leading and supporting the implementation of each action. Actions identified were also compared with Natick's 2018 Hazard Mitigation Plan, which was finalized in April 2018. Actions that were included in the Hazard Mitigation Plan, but not initially identified in the CRB workshops were added to the community's list of recommendations.

Recommendations were then presented to the Natick Board of Selectmen on May 14, 2018. They were also shared with residents during two public listening sessions on April 25, 2018 and May 16, 2018.

A full list of the final recommendations, organized by high, medium and low priorities, is provided on the following pages. Note, actions that were identified in the CRB workshops and as a mitigation activity in Natick's 2018 Hazard Mitigation Plan are marked with a single asterisk (*); actions that were identified in Natick's 2018 Hazard Mitigation Plan only are noted with two asterisks (**).

HIGH PRIORITY ACTIONS, PART I

CATEGORY	ACTION	LEAD DEPT.	SUPPORT
LOW IMPACT DEVELOPMENT	Integrate cost-effective green and resilient infrastructure in upcoming public projects, including the construction of new public buildings, roadway improvement projects and the downtown parking garage.	Selectmen	Community & Economic Dev. KMS Building Committee W. Natick Fire Building Comm. DPW/Engineering Planning Board Conservation Commission Sustainability Committee
	Introduce infiltration regulations for new construction.	Health	Building Dept. Conservation Commission DPW/Engineering
	Encourage Low Impact Development (LID) in regulations for new construction and major renovations.	Community & Economic Dev.	Planning Board Conservation Commission DPW/Engineering
	Incorporate updated climate data into permitting processes (i.e. use NOAA Atlas 14 rainfall data for stormwater design, identify heat islands, etc).	Community & Economic Dev.	DPW/Engineering Conservation Commission Planning Board
EMERGENCY RESPONSE	Educate residents on hazards that threaten the community, the steps they can to mitigate damages to their property, and details on emergency shelters and cooling stations.**	Emergency Management	Community & Economic Dev. Board of Selectmen Police Health Fire LEP Committee
	Prepare an "After the Storm Recovery" Plan for the Community.*	Emergency Management	LEP Committee Police Health Fire Selectmen DPW IT
	Increase generator capacity at existing and new Town facilities. Utilize Wilson Middle School and planned Kennedy Middle School (construction scheduled for 2020) as shelters.	Facilities DPW/EMD	Natick Public Schools Health Police Fire LEP Committee KMS Building Committee

HIGH PRIORITY ACTIONS, PART II

CATEGORY	ACTION	LEAD DEPT.	SUPPORT
POWER	As rising temperatures increase strains on our electrical grid, actively encourage and incentivize energy efficiency across public and private sectors to reduce the demand for electricity and prevent brownouts.	Selectmen	DPW/Municipal Energy Economic Dev. Sustainability Committee Eversource
	Educate and incentivize the development of local renewable energy systems and microgrids.	Selectmen	Community & Economic Dev. Sustainability Committee Eversource
	More closely coordinate town approvals and projects to prioritize the installation of underground utilities.	Selectmen	DPW/Engineering Eversource
WATER MANAGEMENT	Develop and implement water conservation and stormwater management campaign with property owners.	DPW/ Engineering	DPW/Water Selectmen
	Install green infrastructure on public and private property to decrease pollutant loading of nitrogen, phosphorus and total suspended solids from increased stormwater to local water bodies.	DPW/ Engineering	DPW/Highway-LFNR Conservation Commission Parks and Recreation
	Conduct feasibility study of stormwater utility for infrastructure upgrades and maintenance.	DPW/ Engineering	Selectmen DPW/Highway
	Develop a strategy and implementation plan to address properties/streets subject to flooding from poor drainage and run-off.**	DPW/ Engineering	DPW/Highway Building Department Central MA Mosquito Control
	Identify ownership and responsibility for Beaver Brook Dam. Have a dialogue with the Town of Framingham and neighbors on how to address flooding issues.	DPW/ Engineering	Selectmen Conservation Commission
	Identify and record low-lying areas, stormwater pathways and potential stream gauge locations.	DPW/ Highway	Conservation Commission

HIGH PRIORITY ACTIONS, PART III

CATEGORY	ACTION	LEAD DEPT.	SUPPORT
STAKEHOLDER ENGAGEMENT	Increase awareness/collaboration with community partners on climate change and associated public health impacts.	Selectmen	Health Community Services
	Coordinate with state and federal agencies to continue bridge and culvert replacement.	DPW/ Engineering	Transportation Advisory MassDOT & USDOT
	Partner, educate, and incentivize the business community to strengthen sustainable development and commerce.	Community & Economic Dev.	Selectmen
VULNERABLE POPULATIONS	Further assess vulnerable populations and identify strategies for mitigating risk to those populations.	Community Services	Health LEP Committee
	Advocate for improvements to public and low-income housing that address changing climate conditions (e.g. higher temperatures, more intense storms).	Community Services	Natick Housing Authority Affordable Housing Trust Health
OPEN SPACE & LAND MANAGEMENT	Assess community interest, and if appropriate take steps for a new Town-wide vote on the Community Preservation Act.	Community & Economic Dev.	Conservation Commission Selectmen
	Allocate resources to proactively manage Natick's conservation land for the provision of ecosystem services such as flood control, nutrient cycling, and purification of air and water.	Community & Economic Dev.	Conservation Commission Selectmen DPW Recreation and Parks
	Identify and acquire prioritized open space parcels for increased flood storage/protection.*	Community & Economic Dev.	Conservation Commission Open Space Advisory
	Acquire properties in the Special Flood Hazard/Repetitive Flood Loss Areas.**	Community & Economic Dev.	Conservation Commission Selectmen

MEDIUM PRIORITY ACTIONS

CATEGORY	ACTION	LEAD DEPT.	SUPPORT
LOW IMPACT DEVELOPMENT	Updated Complete Streets Policy to include green infrastructure component.	DPW/ Engineering	Selectmen DPW/Highway
EMERGENCY RESPONSE	Provide more indoor and outdoor cooling centers to improve resilience during high heat conditions.	Facilities	LEP Committee
	Strategize and synergize preparedness and response efforts to all residents; engage civic and religious groups in this task.	Emergency Management	Police LEP Committee Community Services
POWER	Conduct geothermal and microgrid feasibility studies.	Selectmen	Community & Economic Dev. DPW/Municipal Energy Facilities Eversource
WATER MANAGEMENT	Adopt local regulations requiring the non-use of private irrigation wells during droughts/water bans.	Selectmen	Health DPW/Water Conservation Commission Community & Economic Dev
	Develop Operations and Maintenance Plans for Town-owned dams, such as Jennings Pond and Charles River, and State-owned dams such as Fiske Pond Dam**	DPW/ Engineering	DPW/Highway MA DCR
STAKEHOLDER ENGAGEMENT	Provide residents with tools to conduct resiliency audits for homes, businesses, and neighborhoods.	Selectmen	Community Services LEP Committee
	Educate homeowners about drinking water contamination and use of private wells.	Health	DPW/Water
VULNERABLE POPULATIONS	Develop and implement outreach campaign for residents/businesses located within a dam inundation zone.**	DPW/ Engineering	MA DCR
	Create a neighbor-helping-neighbor network (e.g., projects incl. sheltering and shoveling).	Community Services	LEP Committee
OPEN SPACE & LAND MANAGEMENT	Increase tree canopy in and on streets, sidewalks, parks, and open spaces to reduce heat island effects, particularly in low income areas.	DPW/ LFNR	Recreation & Parks Conservation Commission Community & Economic Dev
	Develop and implement hazardous vegetation abatement and forest management projects.*	Community & Economic Dev.	DPW/LFNR DPW/Engineering Recreation and Parks Conservation Commission

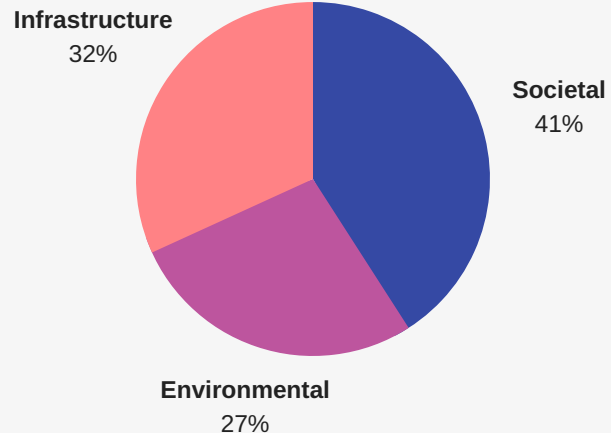
LOW PRIORITY ACTIONS

CATEGORY	ACTION	LEAD DEPT.	SUPPORT
LOW IMPACT DEVELOPMENT	Retrofit of paved parking areas within the Town to improve drainage and increase filtration.**	DPW/ Engineering	DPW/Highway Community & Economic Dev.
EMERGENCY RESPONSE	Consider hiring a disaster preparedness employee for the Town.	Selectmen	LEP Committee Community Services
	Work with state and neighboring municipalities to map, maintain and publish evacuation route information.*	Emergency Management	Police LEP Committee DPW/GIS
	Increase urgent care capacity in town via hospitals, care facilities, and nursing facilities to reduce reliance on Boston facilities.	Health	Community & Economic Dev. LEP Committee MetroWest Medical Center
	Distribute information on evacuation routes and emergency shelters to hotels, Bed and Breakfasts, real estate agencies dealing with seasonal rentals, and other facilities and events hosting tourists.*	Emergency Management	Selectmen Police DPW/GIS LEP Committee Community & Economic Dev.
POWER	Conduct feasibility/engineering study to earthquake-proof municipally-owned buildings.**	Selectmen	DPW/Engineering Facilities
WATER MANAGEMENT	Assess opportunities for hydro-power generation with planned improvements of the Charles River Dam.*	Selectmen	DPW/Energy DPW/Municipal Energy Eversource
	Install stream gauges with alarm system for flooding.	DPW/ Highway	Conservation Commission LEP Committee

WORKSHOP PARTICIPANTS

Approximately 40 participants from Town departments, committees/boards, state agencies, community organizations, businesses, and other interest groups were in attendance at each workshop.

The backgrounds of workshop participants were balanced across the three different community features assessed.



- Bacon Free Library
- Eversource
- First Congregational Church
- Keep Natick Beautiful
- Lookout Farm
- Mass Audubon
- Mass Audubon, Broadmoor Wildlife Sanctuary
- Massachusetts Department of Conservation and Recreation (DCR)
- Massachusetts Department of Transportation (MassDOT)
- Massachusetts Water Resources Authority (MWRA)
- Mathworks
- MetroWest Chamber of Commerce
- MetroWest Medical Center
- Morse Institute Library
- Natick Cultural District
- Natick Community Organic Farm
- Natick Mall
- Natick Public Schools
- Natick Service Council
- Natick Residents
- Sherwood Plaza
- Soldier Systems Center
- Town of Natick, Administrator
- Town of Natick, Board of Selectmen
- Town of Natick, Community & Economic Development
- Town of Natick, Community Services
- Town of Natick, Conservation Commission
- Town of Natick, Council on Aging
- Town of Natick, Public Works
- Town of Natick, Engineering
- Town of Natick, Facilities
- Town of Natick, Finance Committee
- Town of Natick, Fire
- Town of Natick, Health
- Town of Natick, Human Services
- Town of Natick, Open Space Advisory Committee
- Town of Natick, Operations
- Town of Natick, Planning Board
- Town of Natick, Police
- Town of Natick, Recreation and Parks
- Town of Natick, Sustainability Committee
- Town of Natick, Tree Warden
- Town of Natick, Water and Sewer
- Town of Natick, Transportation Advisory Committee
- Walnut Hill School for the Arts

CITATION

Natick (2017) Community Resilience Building Workshop Summary of Findings. Mass Audubon and Stantec. Natick, Massachusetts.

MVP WORKING GROUP

- Richard Ames, Town of Natick, GIS Coordinator, Department of Public Works
- Stefanie Covino, Mass Audubon, Coordinator, Shaping the Future of Your Community Program
- Jen Ducey, Stantec, Senior Associate
- James Errickson, Town of Natick, Director, Community & Economic Development Department
- Hillary King, Planner, Stantec
- Jeremy Marsette, Town of Natick, Director, Department of Public Works
- Victoria Parsons, Town of Natick, Conservation Agent
- Jillian Wilson-Martin, Town of Natick, Sustainability Coordinator

WORKSHOP FACILITATORS

- Jen Ducey, Stantec
- Hillary King, Stantec
- Stefanie Covino, Mass Audubon
- Jackson Rand, Stantec
- Amelia Casey, Stantec

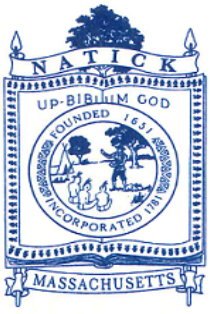
ACKNOWLEDGEMENTS

This project was made possible through funding from the Executive Office of Energy and Environmental Affairs' Municipal Vulnerability Preparedness (MVP) Grant Program. Thank you for providing the leadership and funds to support this important process. The Town of Natick values your partnership.

Special thanks to the many community leaders who attended Natick's CRB workshops. The expertise and feedback provided by these individuals was invaluable.

The workshop process would also not have been successful without the facilitation and note-taking of many volunteers. Thank you for your help!

- Dan Brown, Mass Audubon
- Ruby Woodside, Second Nature
- Sara Burns, The Nature Conservancy
- Trish Garrigan, Environmental Protection Agency
- Abby Fiske
- Bill Giezentanner
- Judith Holt
- Shirley Hui



Town of Natick
Massachusetts 01760
www.natickma.gov

May 14, 2018

Katie Theoharides
Director of Climate and Global Warming Solutions
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Re: Letter of Support for Natick's Participation in Municipal Vulnerability Preparedness Action Grant Program

Dear Ms. Theoharides:

The Natick Board of Selectmen is pleased to support the Town's application to participate in the Municipal Vulnerability Preparedness Action Grant Program and thanks the Commonwealth for making funds available to communities implement climate adaption projects.

Our community recently completed the MVP planning process and we are eager to address the climate vulnerabilities identified during the Community Resilience Building workshops. Our Board has reviewed the recommended priority resilience actions and supports the Town's submission of proposals to complete the following five projects:

- Technical assistance to develop a Low Impact Development (LID) bylaw,
- Development and production of educational outreach materials on water conservation,
- Development of a tree planting plan to both mitigate and adapt to the impacts of heat islands and stormwater management,
- The construction of two stormwater management projects at a local park, and
- The construction of a stormwater management project at the Morse Institute Library.

If Natick's projects are selected, we can assure you the Town will provide the required 25% match, through both in-kind and cash, and that staff time will be allocated appropriately to ensure the projects are successfully complete within one year. We can also assure you that our Board will remain involved in the long-term planning associated with the vulnerabilities that were identified, and that our Town will seek to achieve meaningful progress to improve our resiliency.

Climate change and its impacts will face every Massachusetts community and we are grateful for the opportunity to submit this application on behalf of our Town. Thank you for considering Natick for these funds.

Sincerely,

Natick Board of Selectmen

Amy K. Mistrot, Chairman

Susan G. Salamoff, Vice Chairman

Michael J. Hickey, Jr., Clerk

Richard P. Jennett, Jr.

Jonathan Freedman



Town of Natick
Massachusetts 01760
www.natickma.gov

May 14, 2018

Kurt Gaertner
Executive Office of Energy & Environmental Affairs
100 Cambridge Street, 9th Floor
Boston, MA 02114

Re: Letter of Support for Natick's Planning Assistance Grant

Dear Mr. Gaertner:

The Natick Board of Selectmen is pleased to support the Town's application to participate in the Executive Office of Energy & Environmental Affairs Planning Assistance Grant Program and thanks the Commonwealth for making funds available to mitigate the impacts of climate change through zoning and other regulations that reduce energy use and greenhouse gas emissions.

The Town of Natick recently completed the Municipal Vulnerability Preparedness (MVP) planning process and one of the vulnerabilities identified was our community's reliance on external sources of energy and the aging systems used to distribute it. A high priority action recommended during this process was to actively reduce the community's energy demands, and we are excited to work with the Metropolitan Area Planning Council to pursue the development of a long-term 'net zero' plan for our town.

If Natick's projects are selected, we can assure you the Town will provide the required 25% match, through both in-kind and cash, and that the time of our Sustainability Coordinator, Jillian Wilson Martin, will be allocated appropriately to ensure the project is successful.

Thank you for considering Natick for these funds.

Sincerely,

Natick Board of Selectmen

Amy K. Mistrot, Chairman

Richard P. Jennett, Jr.

Susan G. Salamoff, Vice Chairman

Jonathan Freedman

Michael J. Hickey, Jr., Clerk



Memorandum

To: Natick Board of Selectmen
CC: William Chenard, Acting Town Administrator
From: Jillian Wilson Martin, Sustainability Coordinator
Date: May 9, 2017
Subject: Small Business Energy Efficiency Program

Dear Natick Board of Selectmen:

The Town of Natick is working with Eversource, the public utility providing gas and electric service to our community, to promote their Small Business Energy Solutions program. The program, which is part of the Mass Save family of programs mandated by the Massachusetts Department of Public Utilities, provides small businesses with turnkey services to reduce energy costs by providing free energy audits and significant incentives to install energy-efficient equipment.

Based on our aggregation data, 1,073 Natick-based small businesses consumed 26,687,172 kilowatt-hours (kWh) of electricity in 2017 – resulting in a total cost of approximately \$2.7 million. Over the next three years, our goal is to get 500 small businesses to participate in the Eversource Small Business Program and reduce small business usage by 20%.

How the Program Works

Natick businesses with an average monthly demand that is less than 300 kilowatts are eligible to participate in the program, which follows the process outlined below:

- An Eversource-selected energy contractor audits the small business facility free of charge, and provides a written proposal detailing recommended energy-efficient improvements, such as interior and exterior LED lighting, refrigeration controls, and energy management systems.
- Eversource reviews the proposal to ensure the proposed project is cost-effective and appropriate for the facility.
- Eversource provides significant incentives toward the installation of identified energy-efficient measures.
- The business is provided with the opportunity to qualify for interest-free financing.
- The energy contractor installs the measures and provides warranty service.
- Eversource inspects the project to verify the equipment was installed and is working, and that the job was done to the business owner's satisfaction.

Targeted Campaign

As part of the program's promotion, the Town is working to host a team from Eversource and AECOM, the energy auditors, to call on businesses on Tuesday, June 12 through Thursday, June 14 to provide the no-cost analysis. Businesses are being targeted based on their energy usage and location in key business clusters (e.g., Route 135, Natick Center/Route 27, Route 9, East Natick Industrial Park, and the Strathmore/Mercer Rd areas).

The Town of Natick will be promoting this program by:

- Publicizing information on the Town's website: <http://bit.ly/NatickSmallBizEnergyProgram>
- Reaching out to local media
- Sending businesses two mailers ahead of the "blitz"
- Putting out a robo-call to small businesses

- Working with the MetroWest Chamber of Commerce, Natick Center Associates and the Economic Development Committee to share program information with their members/constituents

Request of the Board

We would greatly appreciate your support in promoting this program and respectfully request your permission to send and cosign a joint-letter, from Eversource and the Board of Selectmen, to eligible Natick-based small businesses (see attached).



EVERSOURCE



May 2018

Dear Natick Business Owner,

The Town of Natick is excited to partner with Eversource, our community's gas and electric utility, to provide you with a no-cost energy analysis for your business.

By participating in the Small Business Program offered by Eversource, not only will you save money on your energy bills each month – you will gain a competitive edge by decreasing your energy consumption through energy efficiency.

In addition to the no-cost energy analysis, participation in the Small Business Program will make your business eligible for significant incentives toward the installation of energy-efficient equipment, plus interest-free financing. Other efficient upgrades such as interior and exterior LED lighting, refrigeration controls, energy management systems, and more are also available to help your business cut operating costs.

Over the past ten years, the Town of Natick has worked with Eversource to reduce our energy costs based on similar audits at our schools and municipal buildings, and we are working to ensure more Natick-based organizations are aware of – and take advantage of – Eversource's energy reduction programs.



EVERSOURCE



A team from Eversource and AECOM, the energy auditors, will be in the area and calling on businesses on Tuesday, June 12 through Thursday, June 14 to provide the no-cost analysis. To schedule a visit in advance, please call them at 617-371-4512.

We hope you will join the Town of Natick in reducing your energy costs and use. For additional information, please visit: <http://bit.ly/NatickSmallBizEnergyProgram>

Sincerely,

Amy K. Mistrot
Chairman, Natick Board of Selectmen

Maureen Kiely
Small Business Program Manager, Eversource

ITEM TITLE: Director of Public Works

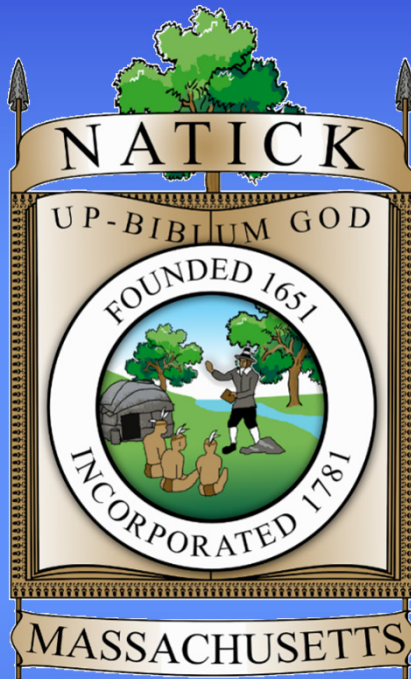
ITEM SUMMARY: a. Five-Year Roadway Improvement Plan Update
b. Storm Water Management Oversight Committee
c. Pedestrian Facilities Inventory

ATTACHMENTS:

Description	Upload Date	Type
RIP Power Point	4/11/2018	Cover Memo
Proposed 5-Year Roadway Improvement Plan Memo-J. Marsette	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
Pedestrian Accessibility Study Memo-J. Marsette	5/10/2018	Cover Memo
Pedestrian Accessibility-Ramp Report	5/10/2018	Cover Memo

Town of Natick

Department of Public Works



Pavement Management

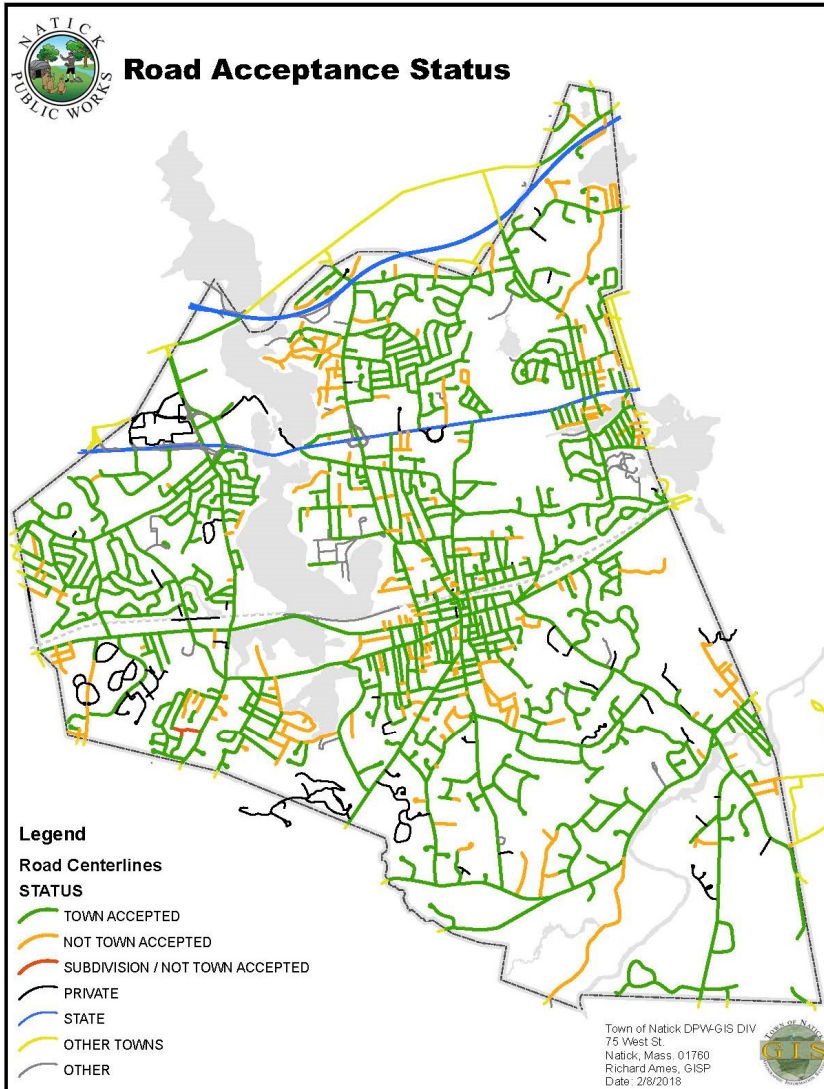
Five Year Roadway Improvement Plan

April 5, 2018



Pavement Management Program

Roadway Profile



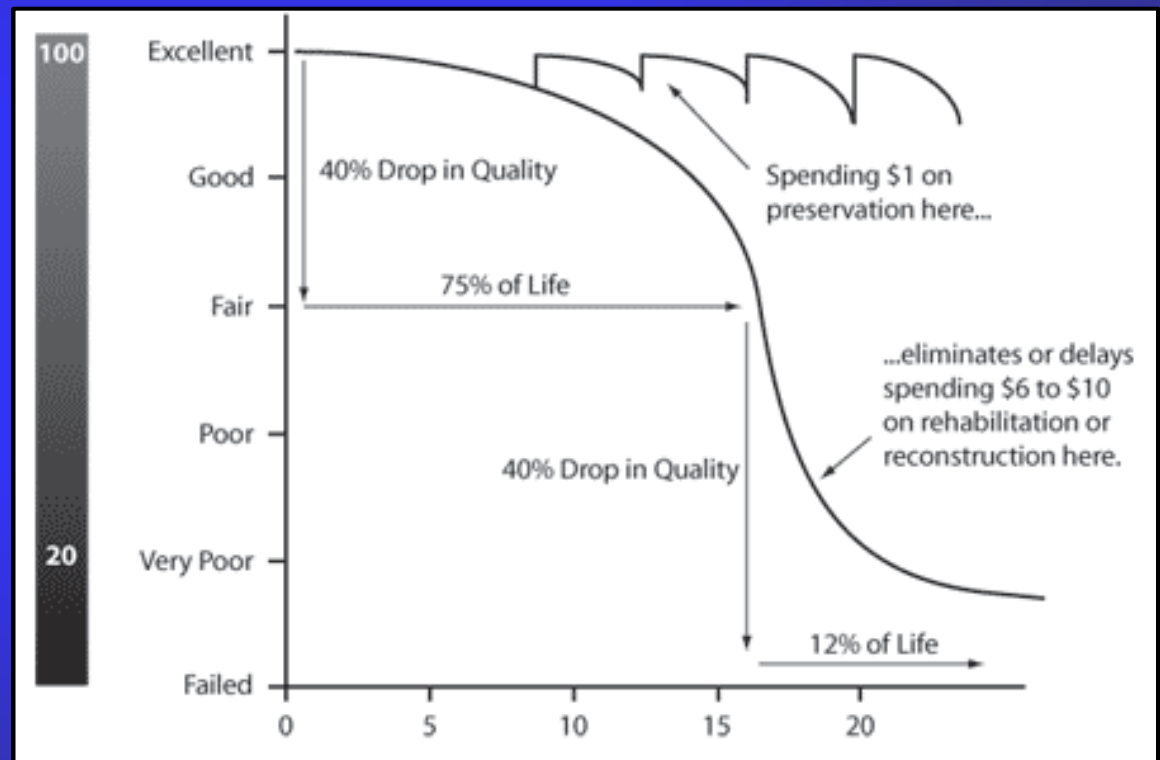
Type	Miles
Town – Accepted	128.07
Town - Unaccepted	25.98*
Total	154.05

- * 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)

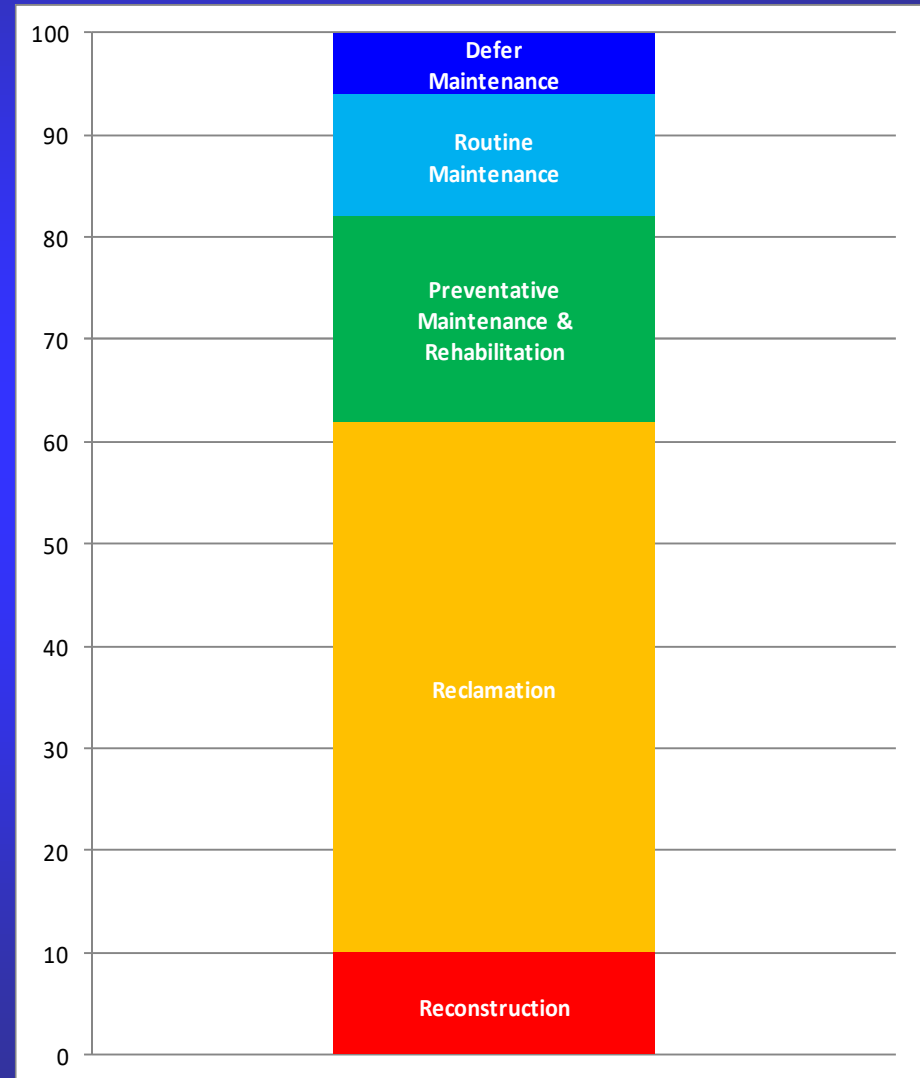




Pavement Management Program

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

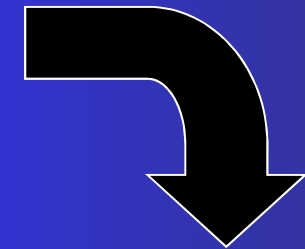
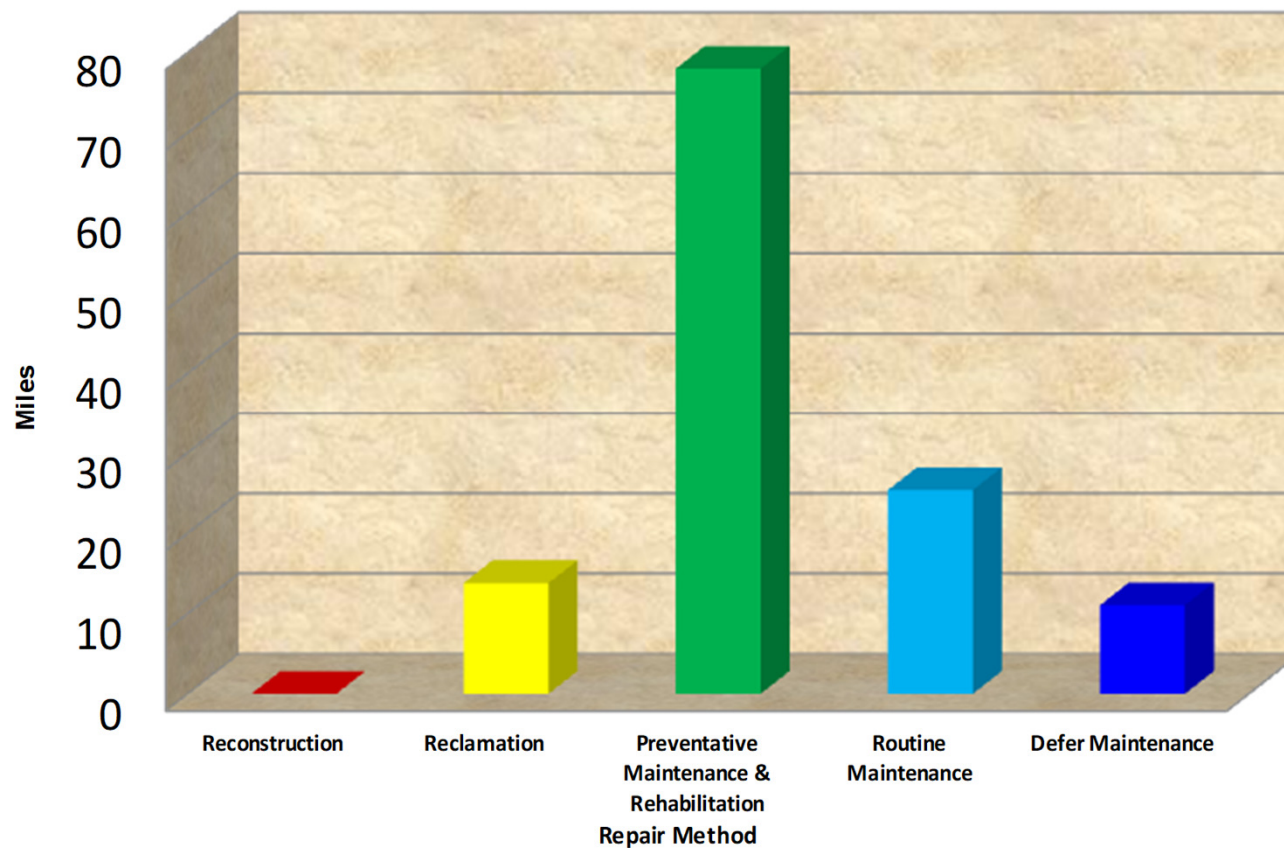




Pavement Management Program

Existing Conditions Summary

General Rating by Mile (Town Accepted Roadways)



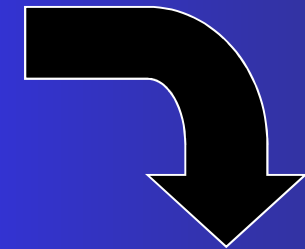
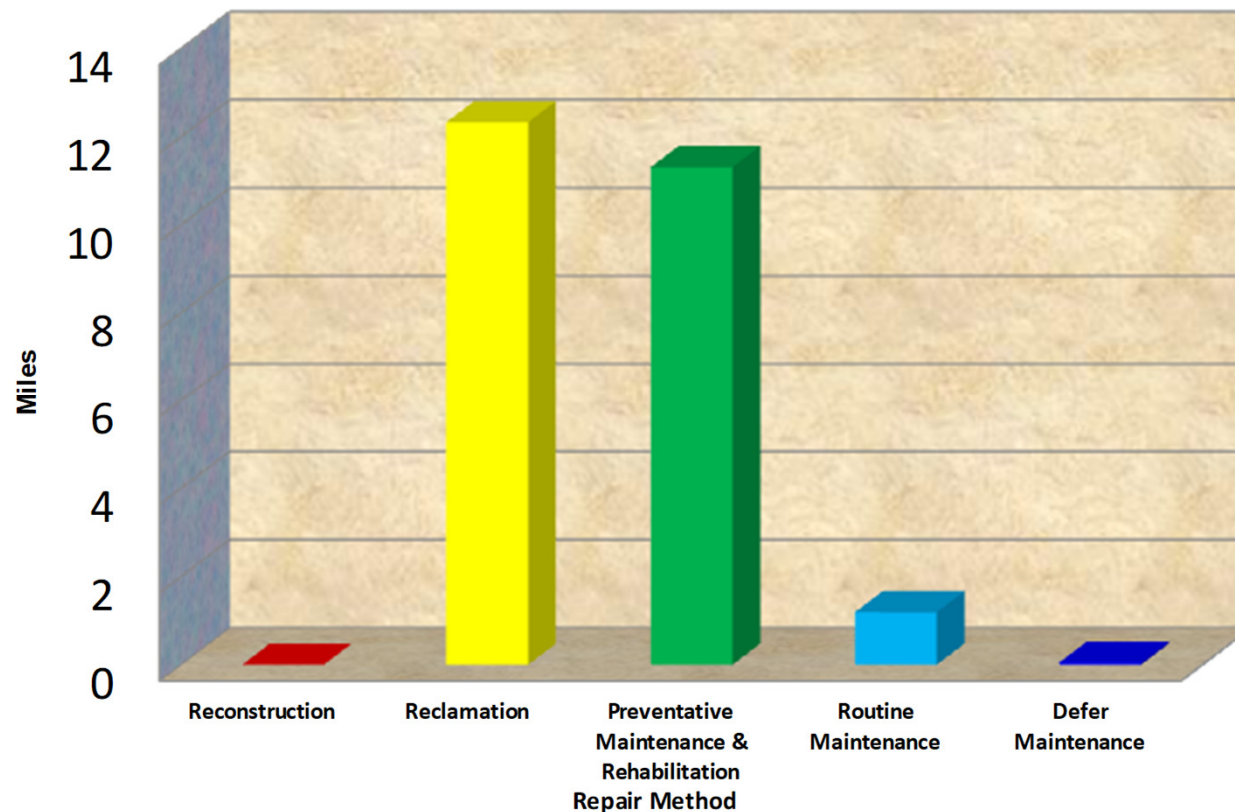
Approx. 128.07
Road Miles
RSR = 76.45
Backlog =
\$33 Million



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

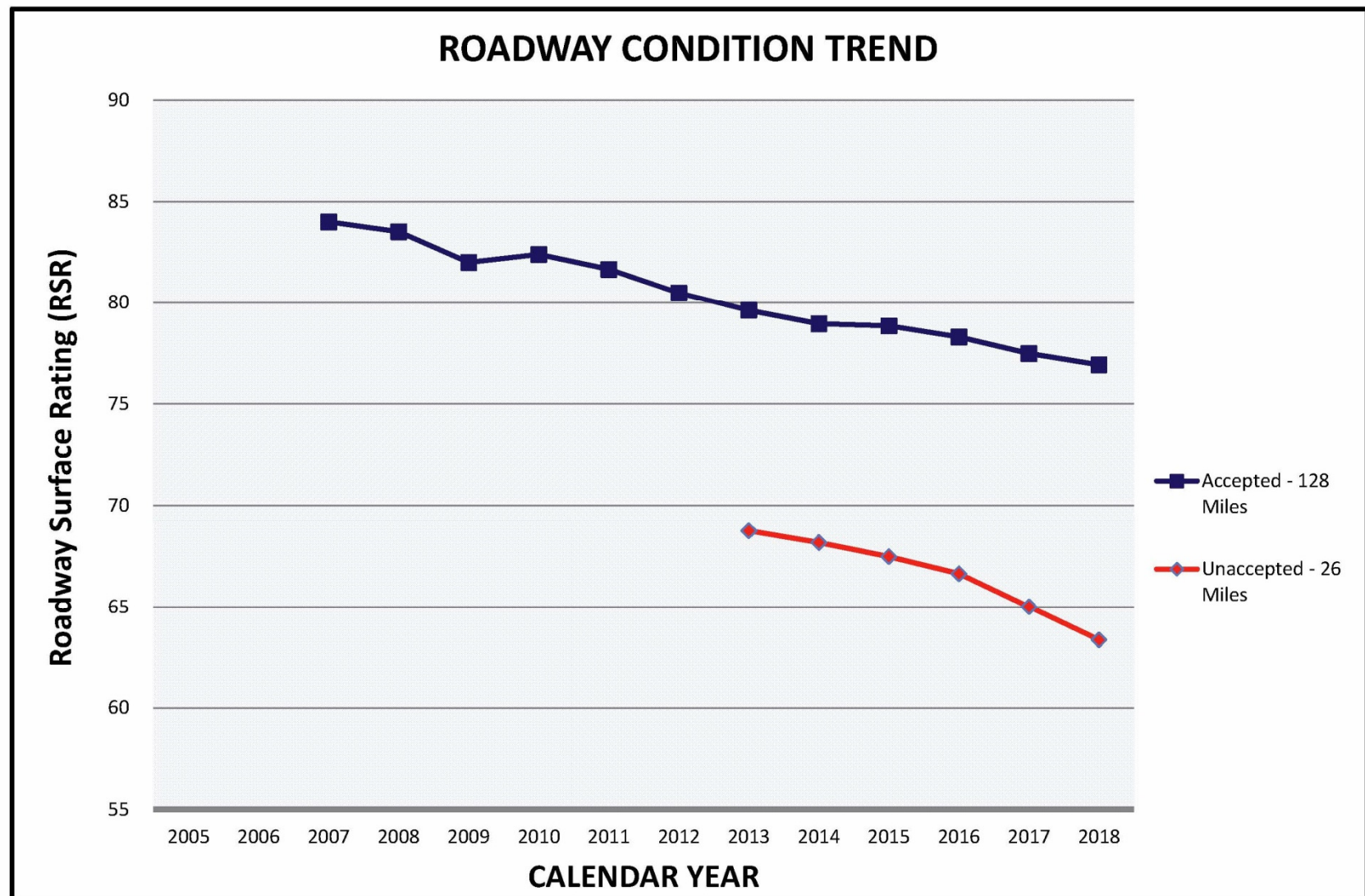
Historical RSR

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

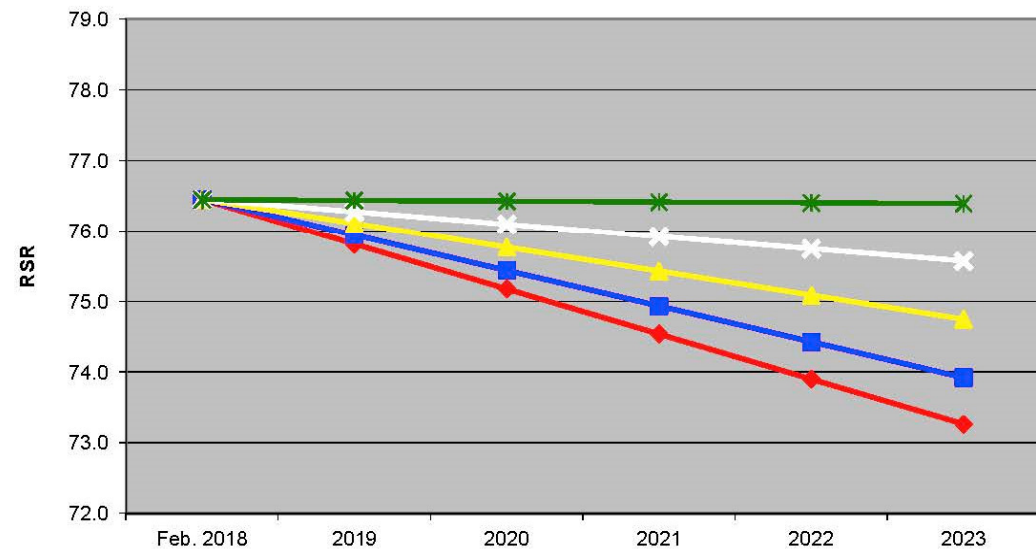
5-Year Forecast Scenarios

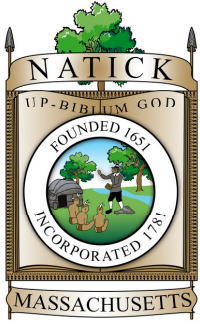
Baseline RSR	76.45				
Road Miles	128.07				
Budget (Millions)	1	1.5	2	2.5	3
LYM Added	46.4	63.3	84.4	105.6	126.7
LYM Needed	128.1	128.1	128.1	128.1	128.1
RSR Adjustment	(0.64)	(0.51)	(0.34)	(0.18)	(0.01)

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





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

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

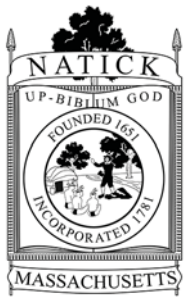
Roadway/Sidewalk Paving and Rehabilitation

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		

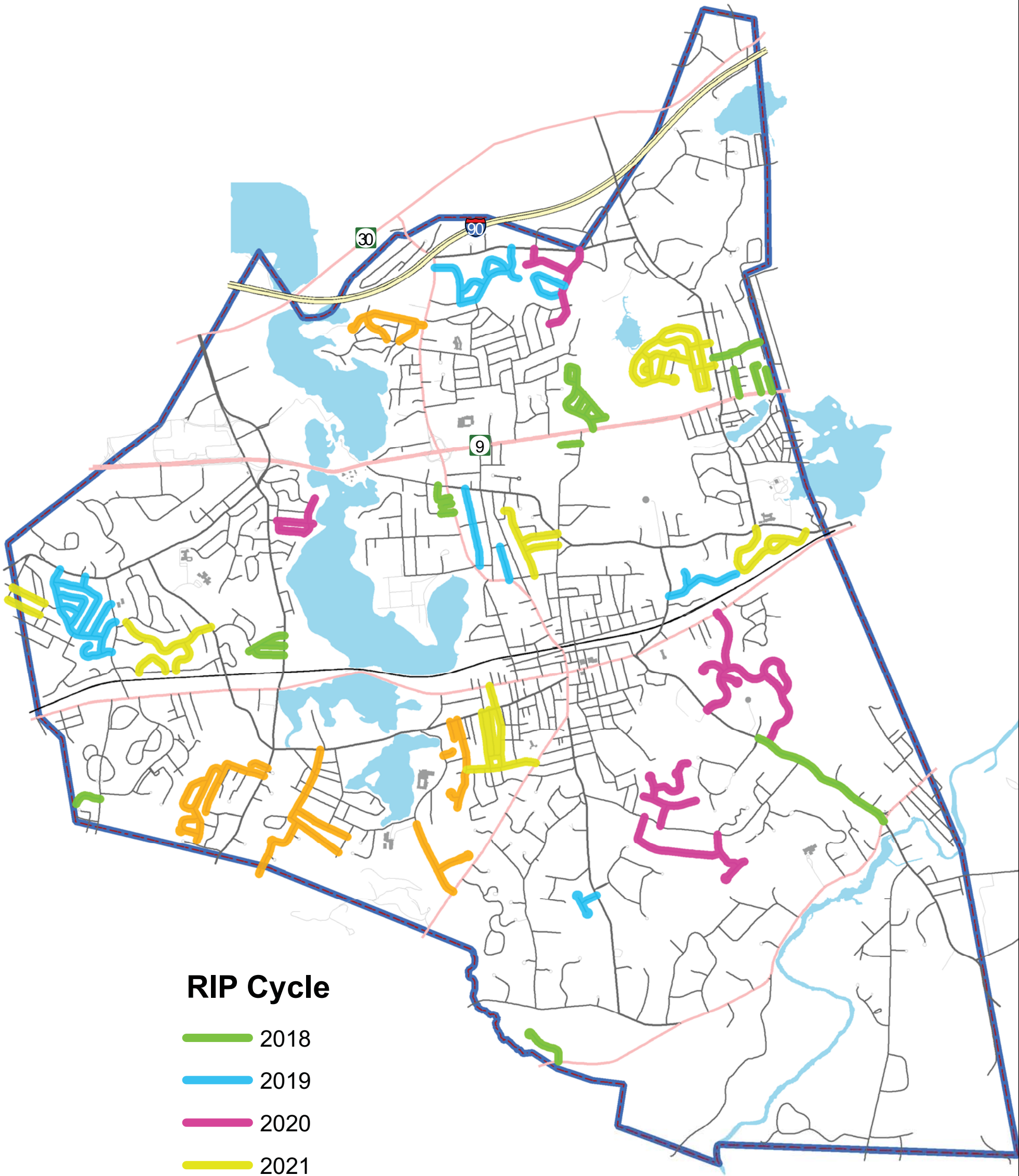
Pond Street - Capital Improvement Project

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.



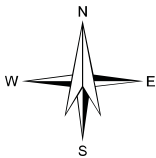
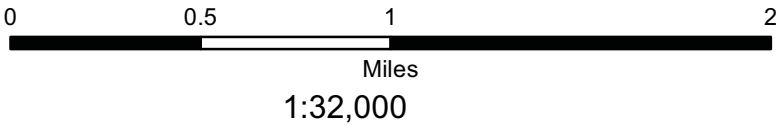
Roadway Improvement Plan 2018 - 2022



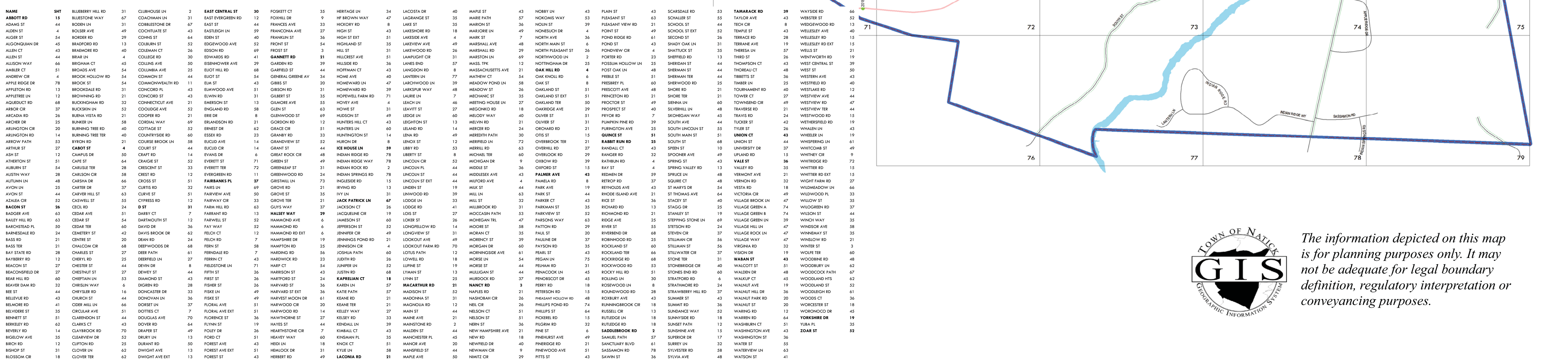
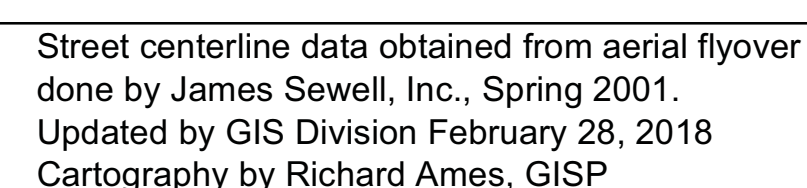
- RIP Cycle**
- 2018
 - 2019
 - 2020
 - 2021
 - 2022
 - Other

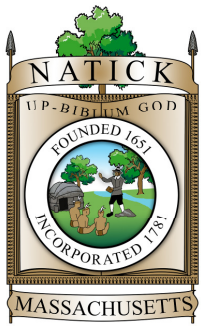


DISCLAIMER: The information depicted on this map is for planning purposes only. It may not be adequate for legal boundary definition, regulatory interpretation or conveying purposes.



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>

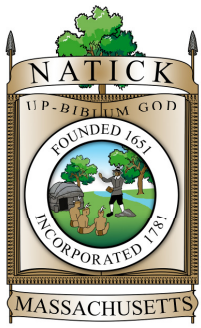
To advise the Town on stormwater management and assist in compliance with the new permit we suggest the Board of Selectmen appoint a Stormwater Management Oversight Committee with the following charge and composition:

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.



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 23, 2018

**SUBJECT: PEDESTRIAN ACCESSIBILITY STUDY
SIDEWALK/WHEELCHAIR RAMP/CURBING INVENTORY**

The Department of Public Works conducted the first town-wide inventory and condition rating of the Town's pavement (on both accepted and unaccepted roadways) in 2007. This assessment included the roadway pavement from curblineto-curblineto. Each roadway was divided into segments and a "Roadway Condition Rating" or RSR of 0 to 100 was assigned by a pavement engineer based on condition. The inventory detailed 128 miles of accepted roadway pavement and 26 miles of unaccepted roadway pavement. The RSR of each roadway segment is updated annually to account for pavement deterioration and completed improvements. This original data forms the basis of the Town's Five Year Roadway Improvement Plan. The 2007 roadway pavement inventory did not gather data for sidewalks, pedestrian (wheelchair) ramps, or curbing.

Recently the Department completed a town wide inventory and condition rating of sidewalks, pedestrian ramps, and curbing. The inventory gathered detailed information for each sidewalk segment, wheelchair ramp, and curbing segment in Natick. Sidewalk information included items such as material, slope, distress, width, obstructions, and condition. Pedestrian ramp information included material, slope, ramp type, deficiencies, condition, ADA compliance, and obstructions. Similar information was gathered for all curbing. The field inventory was gathered electronically (including photographs) and the electronic mapping information of these assets were rectified and corrected within the Town's Geographic Information System (GIS). The attached document by Stantec summarizes the information gathered and provides some analysis.

The inventory finds that Natick has:

- 140 miles of public sidewalks
- Overall Sidewalk Condition Index (SCI) of 70 out of 100
- 79% of sidewalks likely not compliant
- 1,551 public pedestrian ramps
- 74% of pedestrian ramps likely not compliant
- Sidewalk/Ramps/Curbing Backlog of \$12 million

This recently gathered pedestrian facility information will be used in coordination with roadway pavement data to help better inform roadway maintenance/improvement needs, planning, and projects. This information may also be used to identify standalone capital projects for sidewalk improvements and extensions.



2017 PEDESTRIAN ACCESSIBILITY STUDY

Natick, Massachusetts
November 2017



TABLES

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1 INTRODUCTION

1 INTRODUCTION

BACKGROUND

The Town of Natick is located in Middlesex County, just outside of Boston, Massachusetts. Natick has a comprehensive pedestrian accessibility infrastructure consisting of over 140 miles of sidewalk and a little more than 1,500 ramps which allow the population of over 33,000 people, as well as tourists, to enjoy the town.



The Town of Natick, in June 2017, retained the firm Stantec to create an inventory and assessment for both sidewalks and ramps in an effort to make the Town more accessible. From the first meeting with Director of Public Works Jeremy Marsette, it was clear that the Town of Natick is committed to asset management, specifically addressing sidewalk condition, accessibility, and conformance with the Massachusetts Architectural Access Board (MAAB).

This inventory and assessment was undertaken in order to develop a comprehensive pedestrian sidewalk and ramp database describing ramp locations and conditions, and to better understand Natick's **pedestrian** accessibility infrastructure, so Town-wide repair policies and priorities could be developed and established. The inventory was conducted utilizing geographic information systems (GIS) and a web based data collection software in order to create a comprehensive database describing locations and conditions. This inventory does not include detailed sidewalk and ramp measurements to be used to determine *absolute* MAAB conformity, but rather general network-level information so systematic analyzes could prioritize these assets for future construction programming, detailed MAAB compliant survey, and engineering. This inventory should be used in tandem with pavement network conditions to provide Natick with a more complete picture of the overall conditions to assist with long-term capital improvement planning.

This report is designed to be a network level - planning tool and intended to provide a foundation for managing the Town's **pedestrian accessibility resources** by combining technology, local knowledge, and professional engineering input. The following pages describe our approach.

INVENTORY APPROACH

Using field tablets with the ArcGIS Collector App, Stantec conducted a Town-wide pedestrian sidewalk and ramp inventory and assessment with GIS integration to build a comprehensive database. Stantec provided the Town a live link to track data collection progress.

Sidewalks Inventory

Beginning in July 2017, Stantec collected five (5) primary types of sidewalk field data:

1. Sidewalk material type: examples of materials include:
CC – Cement Concrete
BR – Brick
BC – Bituminous Concrete
CB – Cement Concrete w/ Brick
OT – Other
2. Sidewalk distresses: Stantec identified and quantified damage areas included hairline cracking, lips at curb and back of sidewalk, missing bricks, empty tree pits, lifting concrete sidewalk panels, utility cuts, and tripping hazards. These distressed areas were measured and used to calculate a total damage area for each sidewalk segment using the following measurements:

Length of Damage: The linear measure of damaged sidewalk in aggregate accurate to the nearest foot.

Width of Damage: The average sidewalk damage width within the segment. (Measured to the nearest half foot) Occasionally, sidewalk damages did not extend the full width of the sidewalk and repairs would only require a small section to be replaced.

3. Sidewalk width: Average width of the sidewalk segment. (Measured to the nearest half foot)
4. Curb reveal & type: Curb type as well as average curb reveal along a given sidewalk segment. Sidewalk segments were broken out in the database on a street block-to-block basis.



Example of trip hazard on Pitts St.

5. Sidewalk slope: This measurement was based on a sidewalk cross-slope taken at a visually determined location where the slope appears to be the steepest, as a worst-case scenario within the segment.

Additional data was gathered during field collection including the total number of trip hazards, any sidewalk width pinch points (points at which the sidewalk width is less than 36" due to obstructions such as trees, telephone poles, etc., as well as less than 60" for snow plow obstructions), a notes field for any comments or special considerations at sidewalk location, the initials of the inspector, and a timestamp with the date of the field inspection. See Appendix A for a full listing of data collection attributes.

Ramps Inventory

Beginning in July 2017, field personnel also collected five (5) primary types of ramp field data:

1. Ramp material information: Examples of materials include:

CC – Cement Concrete
BR – Brick
BC – Bituminous Concrete
CB – Cement Concrete w/ Brick

Ramp type: Based on a visual inspection of the ramp:

Conventional
Directional
Narrow Sidewalk

2. Ramp deficiency:

This is a simple visual assessment (no field measurements) as to whether a wheelchair could access and utilize the ramp. Attributes consisted of:

Ramp is missing
No level landing present
Obstruction in path of travel
No deficiency



Missing ramp on Union St.

3. Crosswalk Condition: Identified using the following convention:

Crosswalk does not exist

Crosswalk exists, not out of alignment with ramp

Crosswalk exists and encloses the ramp threshold

4. Ramp and landing slopes:

A 2-foot electronic smart level was used to record the slope(s) of the ramp and landing for each pedestrian ramp. MAAB maximum slope for a ramp is 8.3% and maximum landing slope for a landing is 2.0%. While the MAAB, under MCR 521 has many other requirements for pedestrian ramp components, these measurements were not taken during this phase of data collection. Only the running ramp and landing slope were collected. The intent of this survey was to gather the basic data required to prioritize ramps.



Additional gathered data included whether there was a “lip” present based on transition from the street to the bottom of the pedestrian ramp; whether the ramp was recently constructed; a comments field containing any other information pertaining to the ramps not covered in the other data fields; the initials/identity of the data collector; and finally a timestamp from when the survey was conducted. See Appendix A for a full listing of data collection attributes.

Recording ramp slope in field



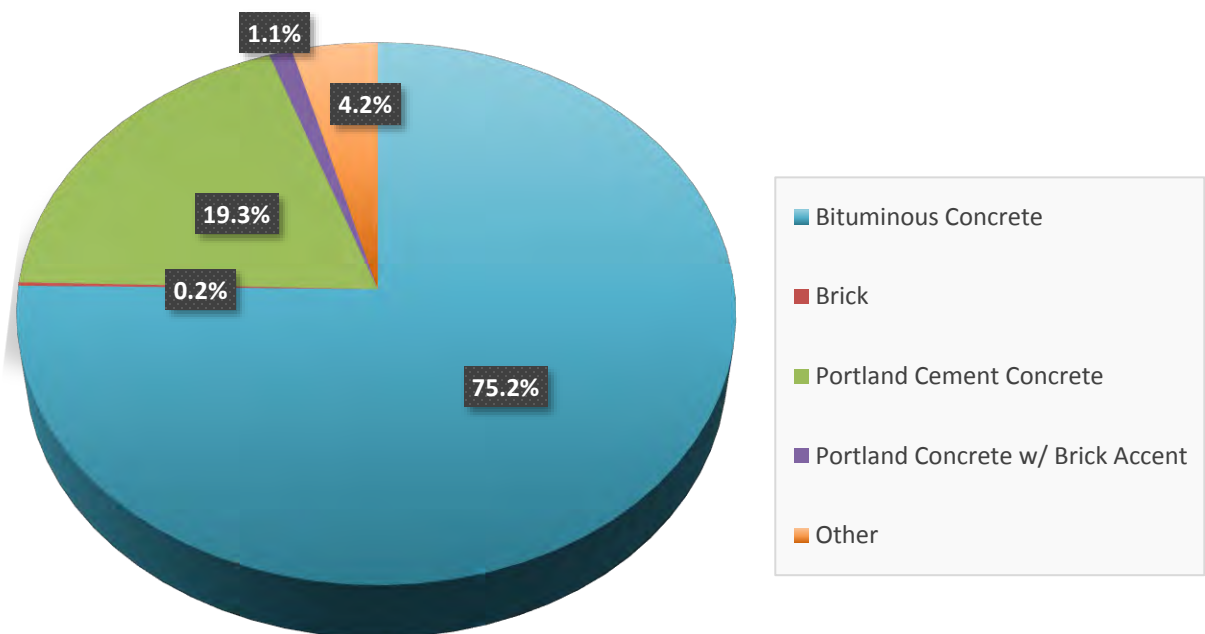
2 EXISTING CONDITIONS

2. EXISTING CONDITIONS

SIDEWALK INVENTORY

A total of 1816 sidewalk segments were inventoried throughout the Town of Natick, 1665 of which were Public Accepted segments and will be used for the analysis herein. The predominant material used for sidewalks in Natick is bituminous concrete (75%). Figure 1 below shows the Town-wide distribution of sidewalk area based on material type. **It should be noted that a majority of the 'Other' material type comes from the Cochituate Rail Trail.**

Figure 1
Distribution of Sidewalks by Material Type



SIDEWALK CONDITION INDEX

A sidewalk condition index or SCI value was established to quickly categorize sidewalk conditions into a repair strategy schema. This index is based on a 0 to 100 scale which is calculated by taking the damaged area and dividing it by the total sidewalk area, then multiplying by 100. The result is then subtracted by 100 to produce an SCI value.

$$SCI = 100 - (((damage\ area)/(sidewalk\ area)) * 100)$$

SCI treatment bands were established and categorized to determine repair strategies accordingly:

- 0-49 = Full Replacement/ Reconstruction
- 50-79 = Localized Repairs/ Panel Replacement
- 80-100 = Do Nothing

The figures below show the visual difference between the three categories:



LOCALIZED REPAIRS

Hayes Street



SCI: 75

DO NOTHING

Pine Street



SCI: 95

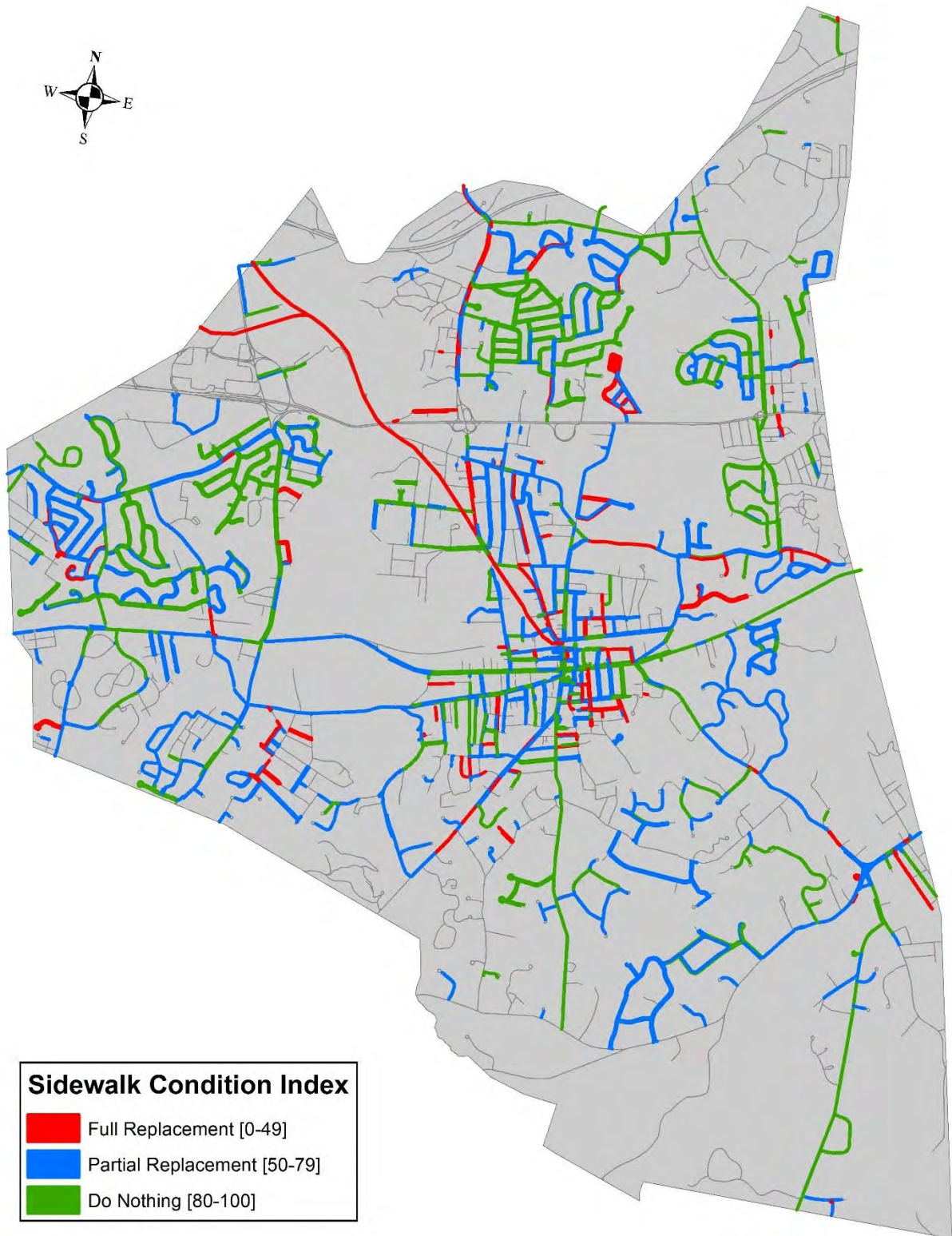
Table 1 below shows the distribution of these SCI treatment bands throughout the Town.

Table 1
SCI Treatment Band Distribution

<u>SCI Treatment Band</u>	<u>Sidewalk Count</u>	<u>Sidewalk Miles</u>	<u>Sidewalk Area</u>
Full Replacement/Reconstruction	200	18.1	511,872
Localized Repair/ Panel Replacement	862	74.6	1,802,410
Do Nothing	694	57.0	1,457,505

The average area based SCI in Natick is 70, which puts average conditions at the border of fair/good. With 39% of the sidewalk network in the 'Do Nothing' treatment band and 48% in the 'Localized Repair' treatment band, the Town of Natick is in relatively good shape. Figure 2 below shows the distribution of the different SCI treatment bands throughout the Town.

Figure 2
SCI of Sidewalk Network



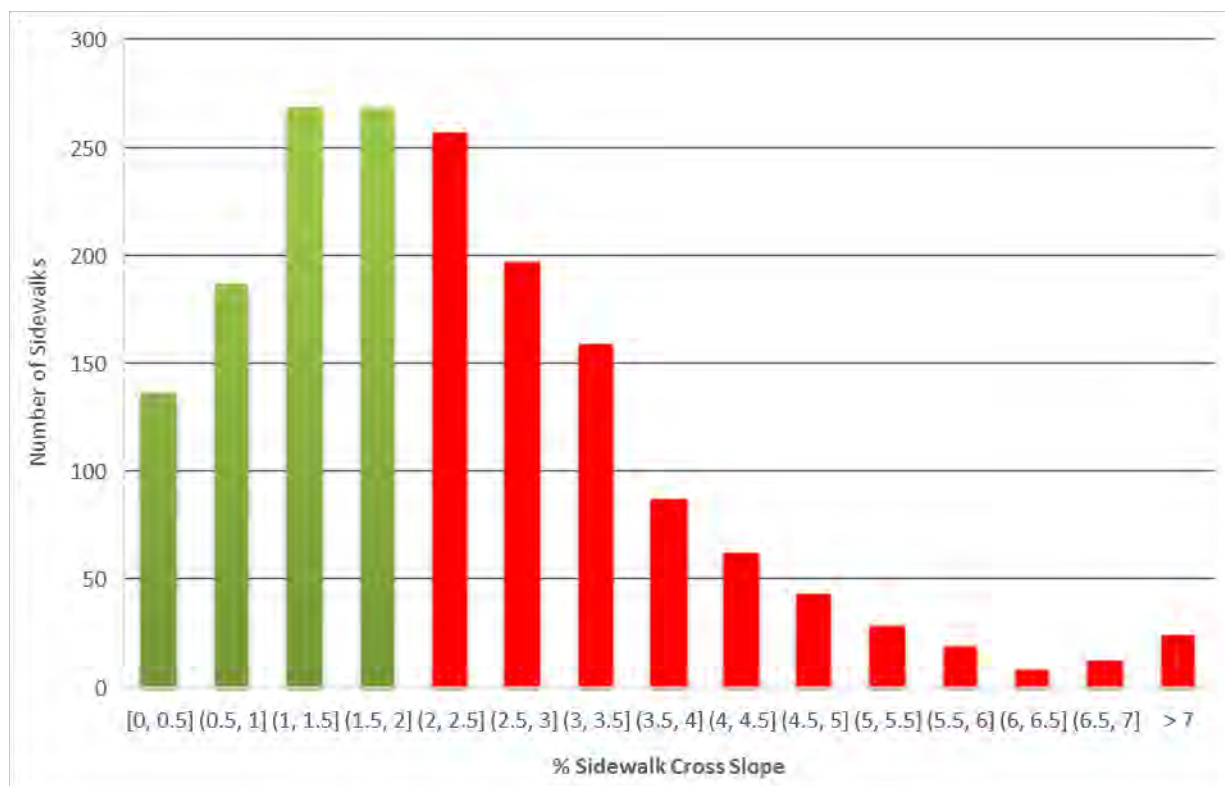
SIDEWALK SEGMENT ACCESSIBILITY

In order to determine the likelihood of meeting the minimum MAAB sidewalk standard, the cross-slope and sidewalk width values were examined. In order to be a likely MAAB compliant sidewalk, a segment must have a cross-slope of less than 2% and a sidewalk width at least 3 feet.

The notes field was also evaluated to determine if street furniture, buildings, or other hardscape obstructions prevented passage along the sidewalk. Figures 3 displays the cross-slope measurements where green bars represent likely compliant slopes, and red bars represent likely non-compliant slopes. It can be seen from these that the primary reason for likely non-compliance in Natick is the sidewalk cross-slope since the majority of sidewalk widths surpass the 3 foot threshold.

If the sidewalk is considered likely compliant, it is likely to assume that the sidewalk is accessible. However, being "likely compliant" does not mean that the sidewalk is MAAB compliant and further verification is required to confirm complete compliance. An example requiring further verification would be a sidewalk segment that may include non-standard driveways, and/or overgrown tree roots.

Figure 3 Distribution of Sidewalk Cross-Slope

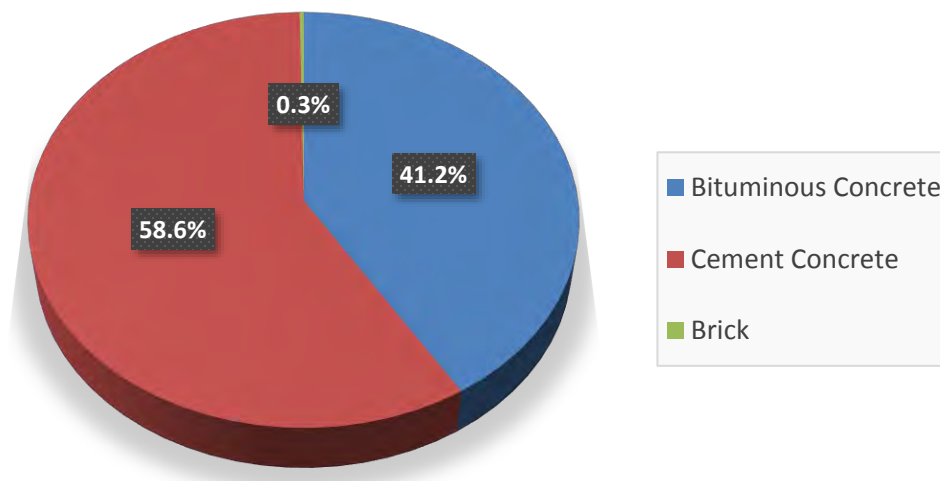


For this report, a sidewalk was considered likely compliant if the cross slope was less than 2%, width greater than 3 feet, and an SCI greater than 85. Within those thresholds, it was determined that only 21% of sidewalks in Natick are likely compliant.

RAMP INVENTORY:

1,551 public accepted pedestrian ramps were inventoried throughout the Town of Natick, including ramps that were classified as “missing” where existing crosswalk markings led to vertical curb face(s) with no curb cut to access sidewalk. A categorization of the inventoried pedestrian ramps, as seen in Figure 4, shows that they are predominately made from cement concrete (59%) and bituminous concrete (41%) with a handful of brick ramps as well (0.3%).

Figure 4
Distribution of Ramps by Material Type



RAMP CONDITIONS:

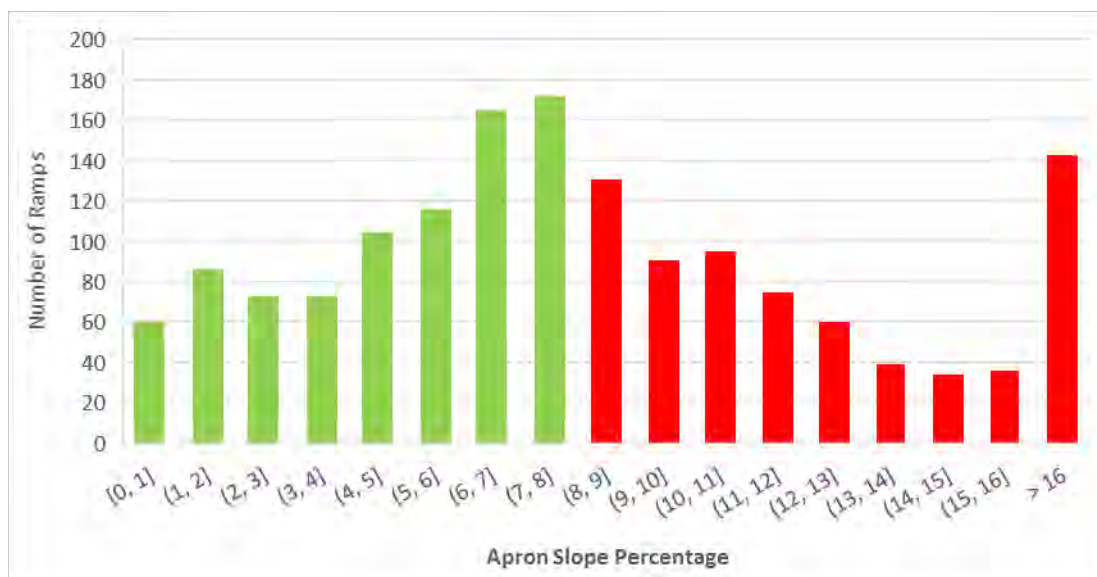
Table 2 below shows general ramp accessibility conditions. 82% of the ramps inventoried were considered to have a landing present with no obstruction. 229 ramps were found which had no level landings present, as well as 40 ramps which were missing and 13 ramps with obstructions in the path of travel.

Table 2
Ramp Accessibility

<u>RAMP ACCESSIBILITY</u>	<u>COUNT OF INSTANCES</u>
Existing Ramp w/landing and no obstruction	1311
Existing Ramp w/ no landing present	229
Ramp is missing	40
Existing Ramp w/obstruction within proximity to travel of path	13
TOTAL	1593

To get a more in depth analysis of MAAB compliance beyond visual inspection, pedestrian ramp and landing slopes were integrated. MAAB maximum slope for ramps and landings is 8.3% and 2.0% respectively. Figures 5 and 6 show distributions of both attributes with green bars showing compliant standards and red showing non-compliant standards.

Figure 5
Distribution of Ramp Slope Percentage



The distribution of apron slopes Town-wide are relatively good as they normalize around the acceptable MAAB slope of 8.3%. However, there are a significant number of ramps which have apron slopes exceeding 16% which is worrisome. A majority of these ramps come in neighborhoods with bituminous sidewalks with minimal efforts made towards creating accessible ramps. A few examples of these are shown below.

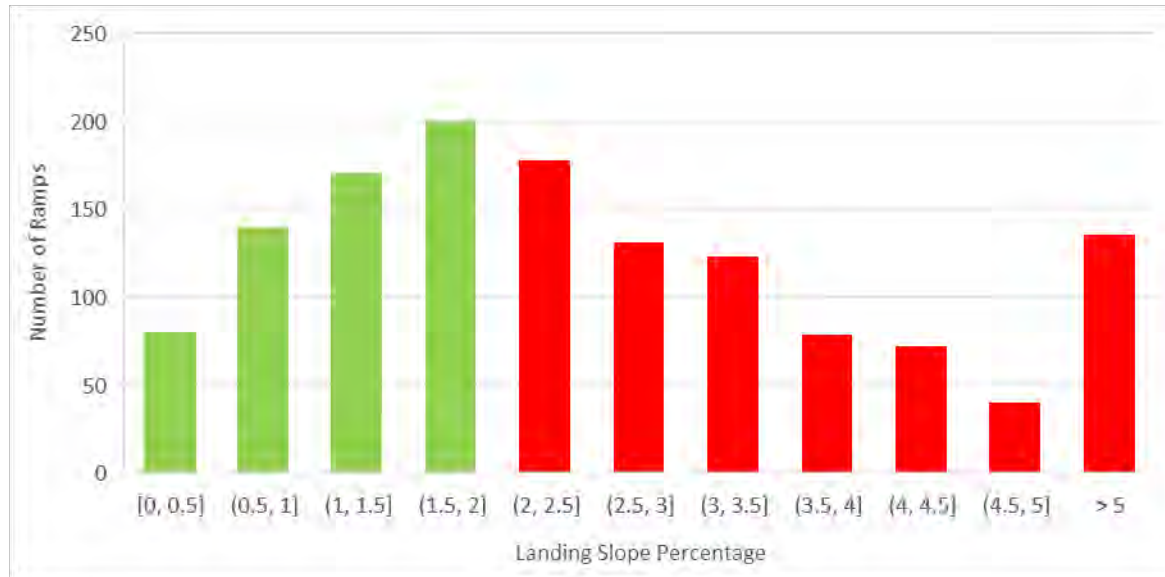


Liberty Street



Wellesley Road

Figure 6
Distribution of Landing Slope Percentage



Note: Figure 6 excludes ramps in which no level landing was present

In determining likelihood of MAAB compliance, five primary attributes were used: visual inspection, ramp slope, landing slope, crosswalk deficiencies, and presence of a lip. In using these, it was determined that 74% of the existing ramps in Natick (excluding missing ramps) are likely not compliant with MAAB standards.



3 METHODOLOGY

3. Methodology

NETWORK PRIORITY RANKING (NPR):

The NPR number reflects the comparative merit of repairing one sidewalk/ramp over another, using variables other than simple observed deficiencies. In order to effectively manage Natick's **pedestrian accessibility backlog**, a **systematic NPR** was developed for each sidewalk/ramp. The database of sidewalk and ramp locations and ensuing methodology was tailored to reflect Natick's **specific decision making** criteria for selecting ramps that would be most beneficial to repair first.

RAMPS NPR:

The NPR served as the means to prioritize ramp repair using 5 criteria that were scored separately and were key to the overall decision making process. The criterion is:

1. Proximity to Schools
2. Proximity to Commuter Rail Station/MWRTA Bus Stops
3. Proximity to parcels with high pedestrian traffic (Retail, Parks, Community Centers, Etc.)
4. Ramp Existence
5. Ramp Condition

Note: Figure 9 shows locations for Schools, Commuter Stations/Bus Stops, and High Pedestrian Parcels

1. Proximity to Schools

The ramps locations were related spatially to the closest School parcels - both public and private. Three (3) different buffer zones were created to prioritize ramps in the proximity of a school. If the ramps fell within 500 feet of the school parcel a score of 700 was given. If the ramp fell between 500 and 1000 feet away, a score of 300 was given. If the ramp fell between 1000 and 1500 feet away, a score of 150 was given.

2. Proximity to MBTA Commuter Rail Stations & MWRTA Buses

The ramps locations were related spatially to the closest MBTA Commuter Rail station & MWRTA Buses within a buffer of 300 feet. The NPR score for a ramp

was based on its distance from a commuter station or bus stop ranged from 0-300. If the ramp fell outside of the buffer, a score of 0 was given. However, if the ramp fell within the buffer, a score was given based on distance from the station, shown below.

$$NPR_{TRANSIT} = 300 - \text{distance to commuter station or bus stop}$$

The rationale behind this calculation is that the closer a pedestrian ramp is to a commuter station, the higher the score will be for that ramp will be.

3. Proximity to High Pedestrian Parcels (HPP)

The ramps locations were related spatially to High Pedestrian Parcels within a buffer of 200 feet. High Pedestrian Parcels include retail, parks, community centers, etc. The NPR score for a ramp was based on its distance from an HPP ranged from 0-200. If the ramp fell outside of the buffer, a score of 0 was given. However, if the ramp fell within the buffer, a score was given based on distance from the HPP, shown below.

$$NPR_{HPP} = 200 - \text{distance to Parcel}$$

4. Ramp Existence

Missing ramps significantly hinder pedestrian accessibility, which is why ramp existence played a key role in determining the NPR for ramps. If the ramp was missing, an NPR score of 450 was given. If no level landing was present, an NPR score of 400 was given. If a ramp was present regardless of material or damage present, a score of 0 was given.

5. Ramp Condition

The NPR value also includes information on the condition of the ramp. The NPR values were determined based on the ranges from the table below.

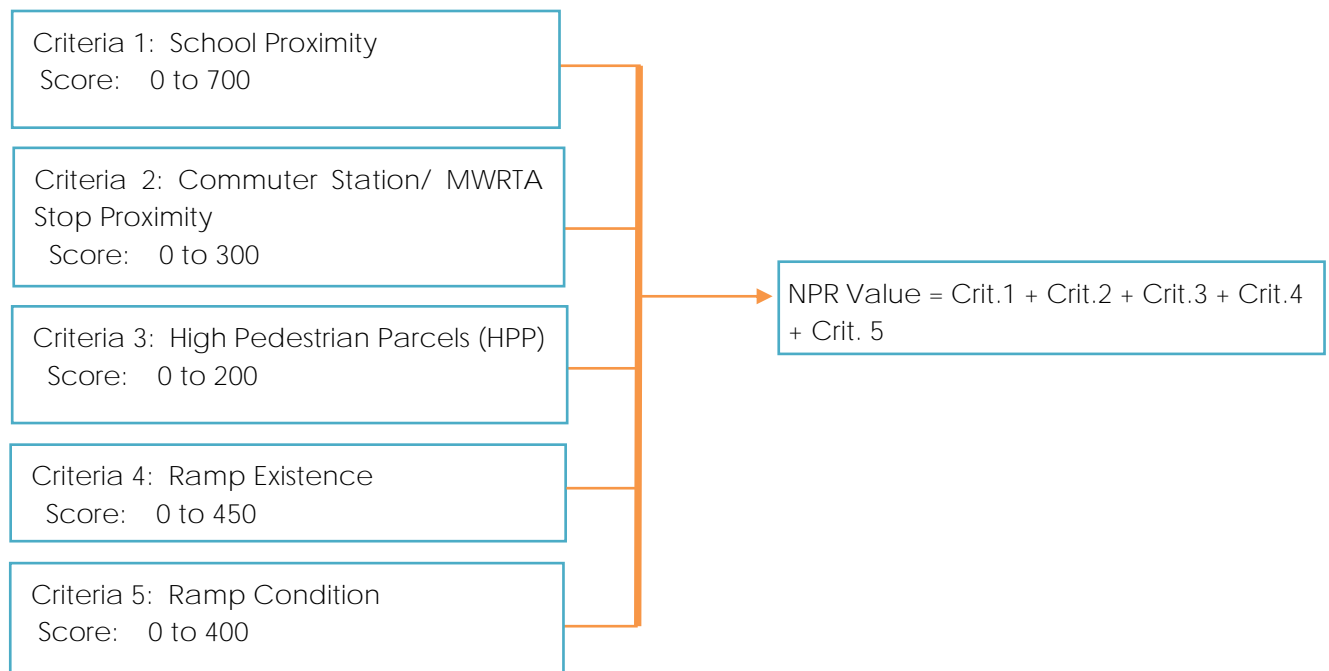
SLOPE TYPE	SLOPE RANGE	NPR SCORES
RAMP	8.3-12%	50
RAMP	12-15%	125
RAMP	15-25%	250
LANDING	2-5%	50
LANDING	5-15%	150

This strategy was established to increase points based on the level of severity in accessibility. The total NPR score a ramp could achieve based on ramp condition is 400.

NPR Formula

The NPR formula adds the rankings for each NPR criterion together to get a composite NPR ranking for each ramp in the data set. Figure 7 below shows a flowchart of the method:

Figure 7
Ramps NPR Calculation Flowchart



Note - if a ramp was likely-compliant, it received an NPR value of 0. If a ramp **was considered 'newly constructed'** and minimally non-compliant with minor deficiencies, it also received an NPR value of 0. These deficiencies could have been during construction or post construction due to frost action, heavy vehicles driving over ramps and impacting slopes. Even if the ramp is not compliant, since it is newly constructed, it has the lowest priority.

Once the final NPR values were summed for ramps, they were distributed into three categories based on the distribution of the values. Figure 10 shows all the likely-compliant ramps, as well as the priority levels on all non-compliant ramps.

SIDEWALKS NPR:

The first (3) three elements in determining the NPR for sidewalks was the same used in the previous section for ramps. Only the last (2) two elements vary which will be discussed below:

1. Proximity to Schools
2. Proximity to MBTA station
3. Proximity to high pedestrian parcels
4. Sidewalk condition
5. Number of Trip Hazards

Sidewalk Condition

The condition of the sidewalk contributes into the overall NPR score. If the sidewalk segment has an SCI less than 25 it was assigned a score of 300, while if the SCI was between 25 and 50 it was assigned a value of 150. The cross slope was also factored into the NPR score based on the ranges in the table to the right.

Cross Slope % Range	NPR Scores
2-4%	50
4-6%	100
6-10%	200

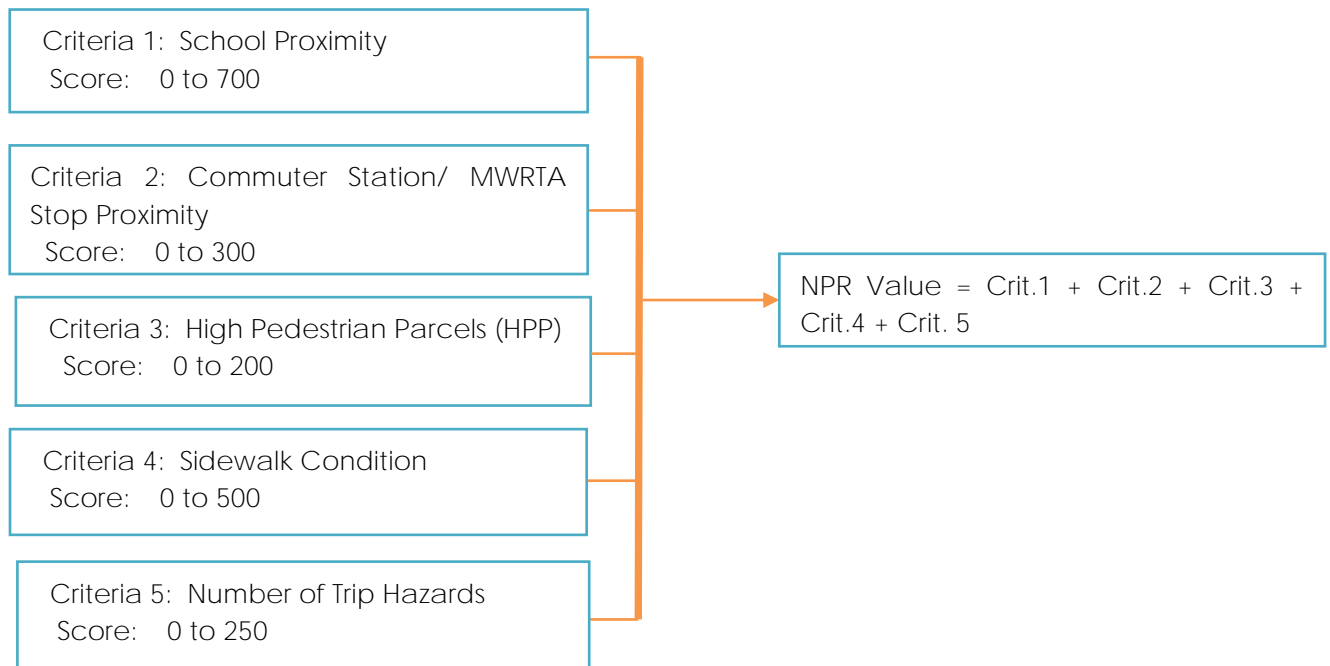
Number of Trip Hazards

The last criterion in the sidewalk NPR score is the number of trip hazards. If there were between 1 and 3 trip hazards detected a score of 50 was given. If there were between 3 and 6 trip hazards detected, a score of 150 was assigned. If there were more than 6 trip hazards, a score of 250 was given.

NPR Formula

The NPR formula adds the rankings for each criterion together to get a composite number ranking for each ramp in the data set. Figure 8 shows a flowchart of the method:

Figure 8
Sidewalks NPR Calculation Flowchart



Once the final NPR values were summed for sidewalks, they were distributed into three categories based on geometric split. Figure 11 shows the NPR values for sidewalks throughout the Town. Sidewalks with a cross slope less than 2%, width greater than 4 feet, and SCI greater than 85 were considered compliant below and received an NPR value of 0.

Figure 9 NPR Proximity Elements

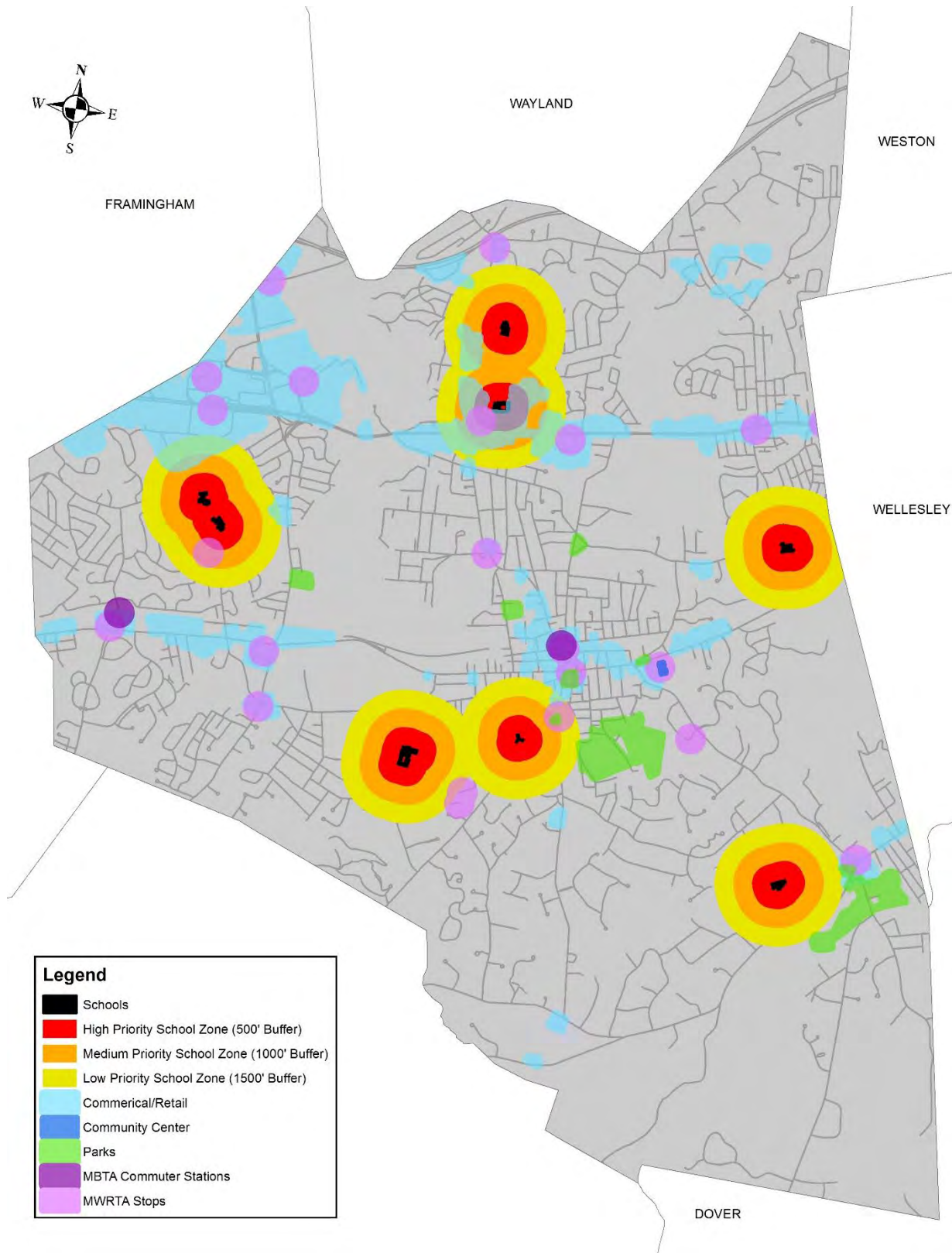


Figure 10 Network Ramp NPR

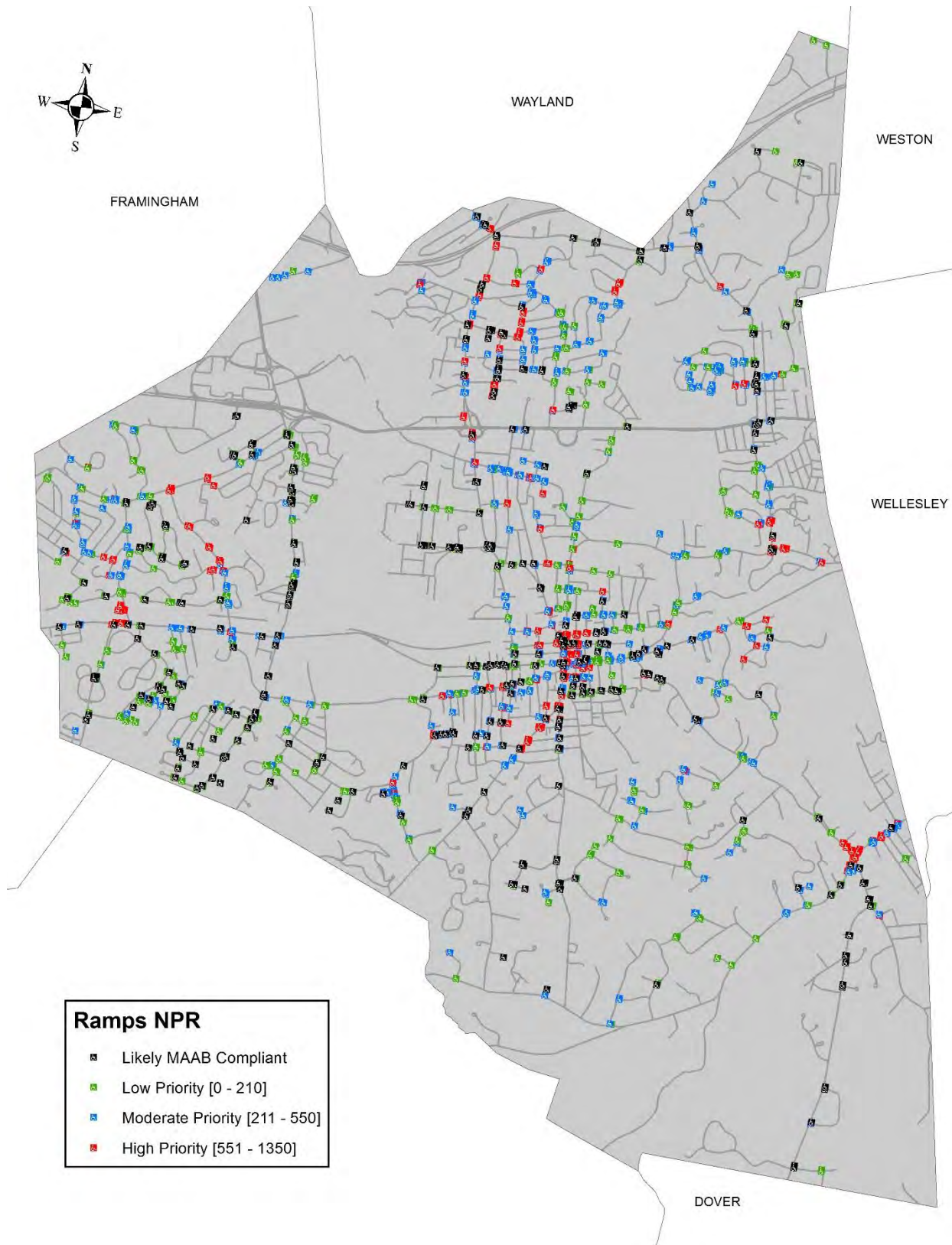
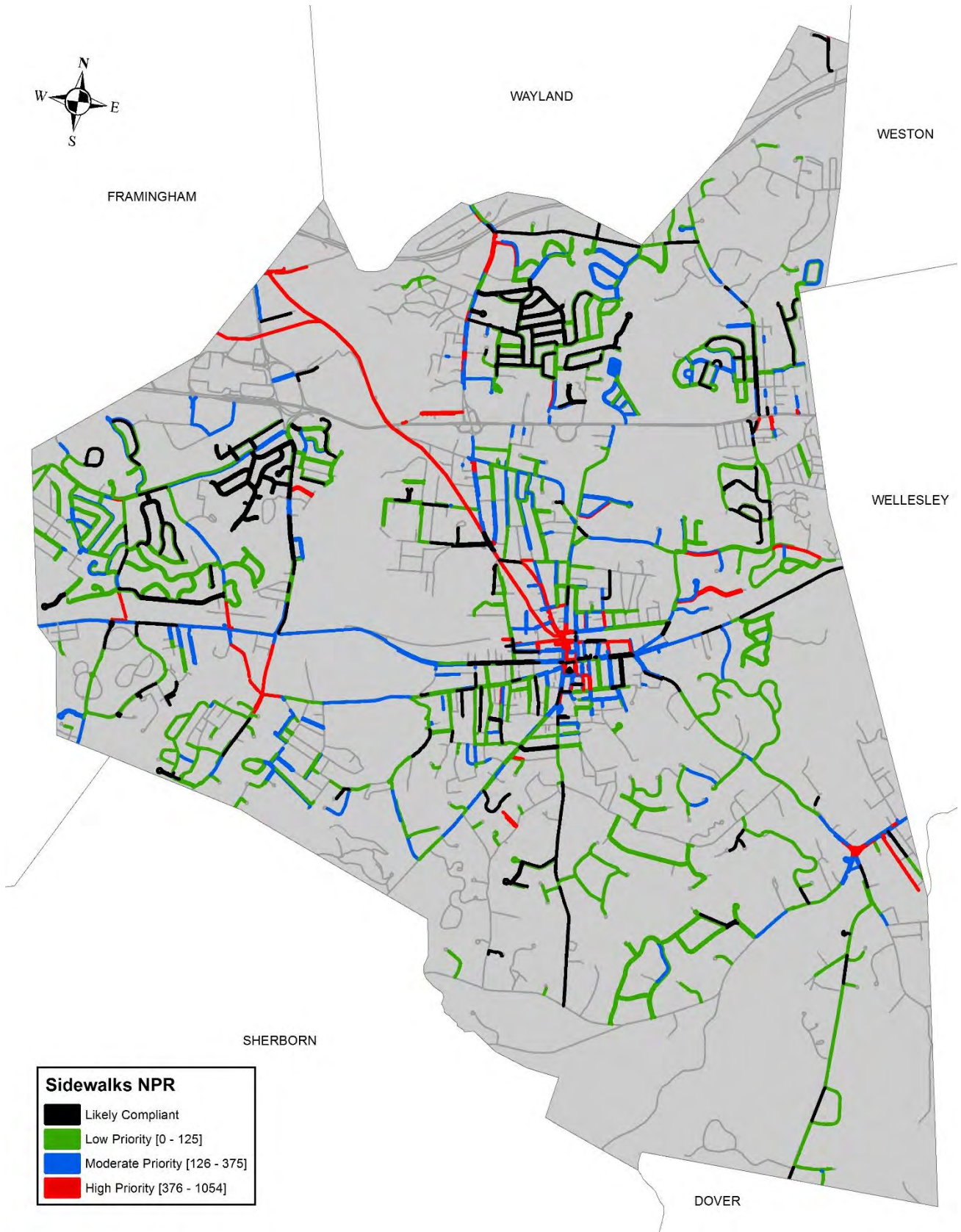


Figure 11 Network Sidewalk NPR



A black and white photograph of a residential street intersection. In the foreground, a concrete sidewalk leads towards a crosswalk. To the right of the sidewalk, there is a grassy area with a white picket fence. A pedestrian crossing sign (a diamond-shaped sign with a walking figure) and a rectangular sign with a left-pointing arrow are mounted on a pole. In the background, there are houses, trees, and a cloudy sky. The overall scene is quiet and suburban.

4 BACKLOG & FUNDING SCENARIOS

4.BACKLOG/FUNDING SCENARIOS

SIDEWALK REPAIR COSTS:

Having established a detailed inventory for existing sidewalks, financial costs were needed for future budget planning. Consideration was given based on historical pedestrian sidewalk repair costs, material classification, and sidewalk damage area. The following sidewalk budgetary reconstruction costs were used for analysis:

Table 3
Sidewalk Reconstruction Costs

<u>SIDEWALK MATERIAL</u>	<u>COST</u>
CC- Cement Concrete	\$ 16.50/ft ²
BR- Brick	\$ 25/ft ²
BC- Bituminous Concrete w/Grass Strip	\$ 8/ft ²
BC- Bituminous Concrete w/Cape Cod Berm, Monolithic, or Type A Curb	\$10/ft ²
BC- Bituminous Concrete w/Vertical Granite Curb	\$13.50/ft ²

The above costs were applied to the Town-wide sidewalk network based on damage area based on the following categories:

1. Reconstruction: SCI = 0-49 – Entire sidewalk area is budgeted to be reconstructed
2. Localized Repair: SCI = 50-79 – Only damage area is budgeted to be reconstructed
3. Do Nothing: SCI = 80-100 – Nothing budgeted for repair

Note: The costs in Table 4 include the full replacement of ramps on the sidewalk segment. Separate analysis was done on the ramps for accessibility and NPR to show the compliance and priority of repair, but the budget analysis herein include the ramps within the sidewalk segments.

CURRENT SIDEWALK BACKLOG:

Backlog is defined as the cost of repairing all sidewalks, partial panel replacement, and full replacement sidewalk reconstruction within one year bringing sidewalks to a near perfect condition. Backlog is a “snapshot” or relative measure of outstanding repair work. The backlog not only represents how far behind the Natick sidewalk network is in terms of its condition, but it also offers a basis for comparison for future and/or past year’s backlog(s) to determine if the Town is catching up, or falling behind. Backlog dollars represent the cost to repair sidewalks and curbing only. It does not include related repair costs for relocation and installation of utilities, lighting, signal/APS apparatus, or landscaping.

As of November 2017, Natick’s backlog of sidewalk repair work totaled \$11,952,796

FUNDING SCENARIOS:

In order to determine the necessary funding to keep the network in good conditions, (3) three future funding scenarios were run for (3) three years. In these scenarios, a lifetime of 20 years, 30 years and 40 years were used for Brick, Bituminous and Cement Concrete sidewalks respectively. The unit prices used include the repair of ramps, if applicable to the sidewalk segment. For the funding analysis, 90% of the budget was dedicated to full replacement while 10% was used for partial repair. An inflation rate of 3.5% was used on a yearly basis.

The first scenario run was to have no funding contributed to the sidewalk network. This scenario is used to gauge the deterioration levels of the network in a worst case scenario where there is no funding available. Table 4 below shows the results of this scenario. As expected, the sidewalk network deteriorates to an SCI of 61 in just three years, while the backlog jumps to over \$17.4M.

Table 4
\$0 Funding Scenario

<u>YEAR</u>	<u>FUNDING</u>	<u>BACKLOG</u>	<u>NETWORK SCI</u>
11/2017		\$ 11,952,796	70
FY2019	\$0	\$ 13,885,067	67
FY2020	\$0	\$ 15,169,895	64
FY2021	\$0	\$ 17,441,801	61

Next, a scenario was run to spend \$675k on the sidewalk network per year. In this scenario, the network SCI is losing approximately a point a year while the backlog increases approximately \$2.4M in three years. While these levels **aren't necessarily** skyrocketing, they are still increasing enough to be considered unsustainable in the future.

Table 5
\$675k Funding Scenario

<u>YEAR</u>	<u>FUNDING</u>	<u>BACKLOG</u>	<u>NETWORK SCI</u>
11/2017		\$ 11,952,796	70
FY2019	\$675k	\$ 13,172,123	68
FY2020	\$675k	\$ 13,749,169	67
FY2021	\$675k	\$ 14,387,594	66

Lastly, a scenario was run to try to keep the backlog at sustainable levels while keeping the network in good conditions. It was observed that spending \$1.25M a year keeps both the network conditions and backlog at current levels. This is a good baseline for the Town to establish when budgeting for their existing sidewalk network. Any additional new sidewalk infrastructure would require additional funding for maintenance and replacement.

Table 6
\$1.25M Funding Scenario

<u>YEAR</u>	<u>FUNDING</u>	<u>BACKLOG</u>	<u>NETWORK SCI</u>
11/2017		\$11,952,796	70
FY2019	\$1.25M	\$12,304,658	70
FY2020	\$1.25M	\$12,306,754	70
FY2021	\$1.25M	\$12,560,815	71



5 RECOMMENDATION

5. RECOMMENDATION

RECOMMENDED PLAN OF ACTION

The overall pedestrian sidewalk network in the Town of Natick is currently in good to fair condition. With an average SCI of around 70, the Town has a good overall network condition level with the average sidewalk requiring localized repair. However, only 21% of the sidewalks are likely MAAB compliant based on existing condition, cross slope, and width of the sidewalks. If cross slope of the sidewalk exceeds 2% the sidewalk is considered non-compliant. With predominantly bituminous concrete sidewalks which are constructed with little to no control grades and tend to be flexible and distort (due to structural weakness in base, tree roots, etc.) more than cement concrete sidewalks, attaining this cross slope can be challenging. Based on the sidewalk condition index, it was determined that the current backlog of Natick's **sidewalk network** is \$11,952,796.



New ramp on Peterson Rd. with a landing slope of 4.5%

The data gathered from this study shows with a “high-probability” that 26% of Natick's existing pedestrian ramps (excluding missing ramps) are in compliance with MAAB standards. This study shows that future diligence with respect to MAAB standards will be necessary to improve Town-wide ramp conditions.

Given the current condition of the network, it is likely that Natick has been funding the needs of the sidewalk and ramp network throughout the years. Based on the analysis from this study, a baseline of \$1.25M should be spent to maintain current conditions. Stantec observed some ‘newly constructed’ ramps in the field which were minimally non-compliant due to workmanship which can be improved with better field layout and inspection. By putting a little more effort to build it right the first time, the Town can get more benefit from its asset investment of the network. The image to the left shows a new ramp built on Peterson Road which failed the landing slope compliance

by 2.5%.

The Town should consider funding two (2) sidewalk repair programs, one maintenance program to address localized repairs primarily on

neighborhood sidewalks consisting of significant tree root distortions, trip hazards, etc., and a second capital improvement program using the NPR strategy as outlined in this study to address priority ramp locations and large reconstruction critical areas around schools and other high pedestrian traffic locations.

Natick should assemble an ADA Task Force including members from different Town departments, as well as members from the physically challenged and disabled communities. Review and feedback from the accessibility community can vastly benefit Natick's efforts for improving pedestrian accessibility.

The Town's ADA Task Force should maintain and expand upon the database assembled by Stantec. Asset management is a systematic process that needs the long-term commitment and support of Natick's practitioners and decision-makers to maintain the asset management database system. The following are general recommendations and standard management and upkeep practices for ramps and sidewalks:

Ramps and Sidewalks:

1. Implement a sound departmental quality control/assurance program, with particular focus on MAAB construction standards. Offer incentive/disincentive(s) based on new, in-placed ramp construction.
2. Identify a single individual who will act as a custodian of the maintenance and upkeep of the sidewalk GIS layer/database.
3. Update sidewalk segment information where past reconstruction dates are known. The ADA standards for accessible design changed January 26, 1992, having these dates could assist in avoiding MAAB violations.
4. Post all annual pedestrian ramp and sidewalk improvements into the GIS database. Both the pedestrian ramp condition ratings and the repair history information should be entered. Track MAAB ramp variance requests in a geo-database environment.
5. Add any new pedestrian ramps and sidewalks to the database as soon as the Town accepts them. Pavement and sidewalk data can be added/modified as it becomes available.
6. Re-inspect 20% of sidewalks/ramps annually.
7. Consider updating sidewalk NPR and joining with new Pavement Management Plan data.

In summary, the pedestrian accessibility inventory should serve as a valuable tool to the Town of Natick and to Natick decision-makers in their pro-active approach to managing Natick's sidewalk assets.

5 Year Plan (including current year):

Stantec created two separate 5 year plans for the Town to consider. The first plan includes all sidewalks in Natick's 5 Year Roadway improvement plan. If the annual recommended budget (\$1.25M) was met for sidewalks along this plan, no additional sidewalks repairs were suggested. However, if the sidewalks along the roadway plan fell short of this annual budget, supplemental sidewalks based on NPR were added to that year's program - which was the case for both 2018 and 2021. Figure 12 shows a map of these repairs by plan year. The table below shows the resulting stats for the total sidewalk area, average SCI, as well as average NPR for this plan's approach.

Table 7
Current Five Year Roadway/Sidewalk Repair Stats:

Year	Average SCI	Average NPR	Sidewalk Area (ft²)
2017	-	-	119,586
2018	59.3	159.2	98,275
2019	57.8	168.4	176,907
2020	64.2	114.8	186,041
2021	71.4	73.6	80,873

The second plan that Stantec created was an NPR based approach which chose the worst condition sidewalks in the highest priority areas. This approach didn't take any of Natick's future roadway plans into account. Figure 13 shows a map of these repairs, while the table below shows the same stats which were produced for the previous scenario.

Table 8
NPR Based Five Year Plan Stats:

Year	Average SCI	Average NPR	Sidewalk Area (ft²)
2017	-	-	119,586
2018	39.4	401.9	118,038
2019	46.6	234.3	129,939
2020	52.7	166.1	162,151
2021	57.6	127.1	178,851

As can be seen this approach repairs sidewalks which are more damaged in higher priority areas as the Average SCI's are significantly lower while the average NPR is significantly higher. Looking at the maps - there are some neighborhoods that are in Natick's roadway plans that also show up on the NPR strategy, but there are also some that do not. Stantec recommends that the Town go through and see which neighborhoods are not on the NPR strategy and consider reallocating those sidewalk funds for higher priority sidewalk repairs.

Figure 12 Five Year Roadway/Sidewalk Plan

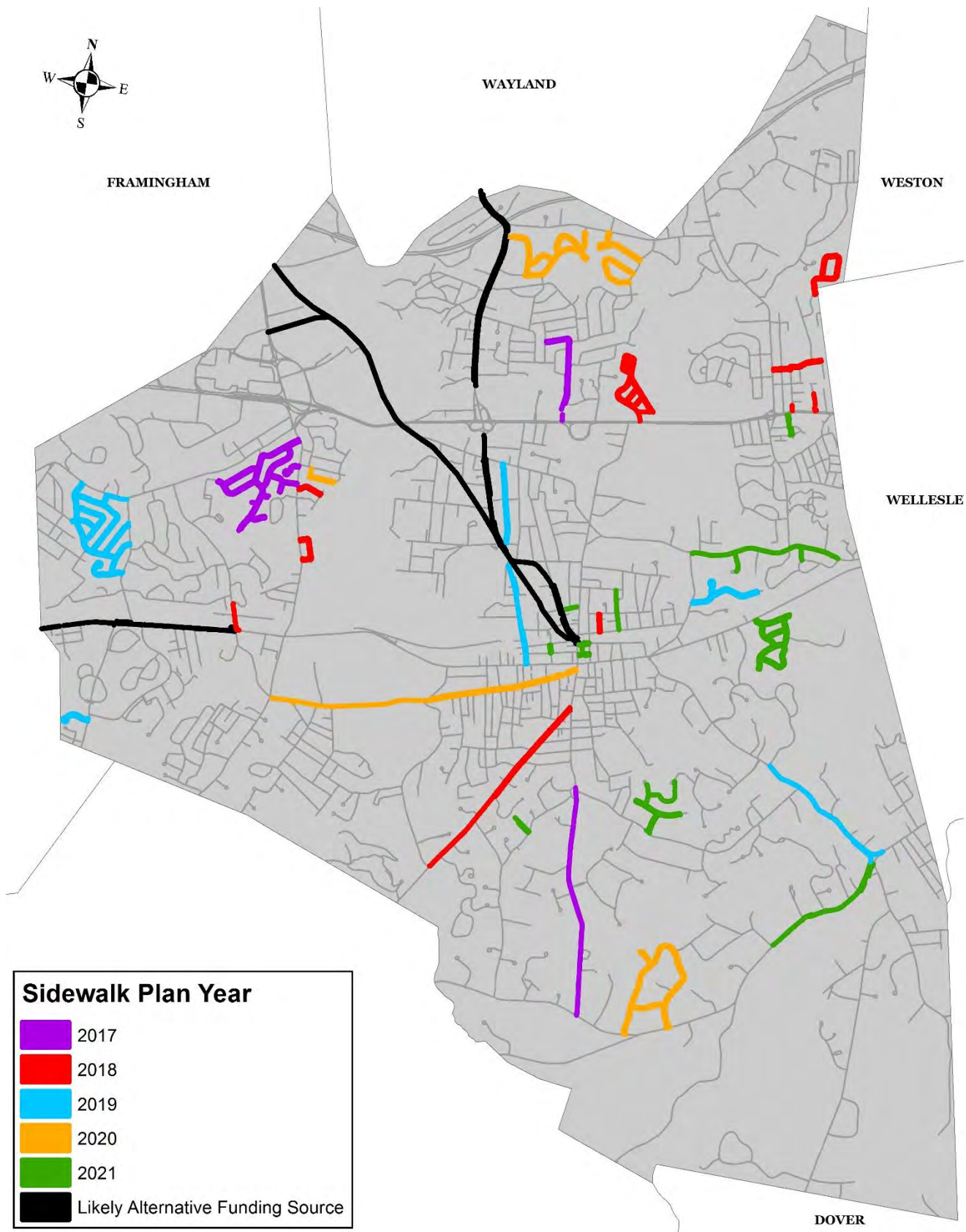
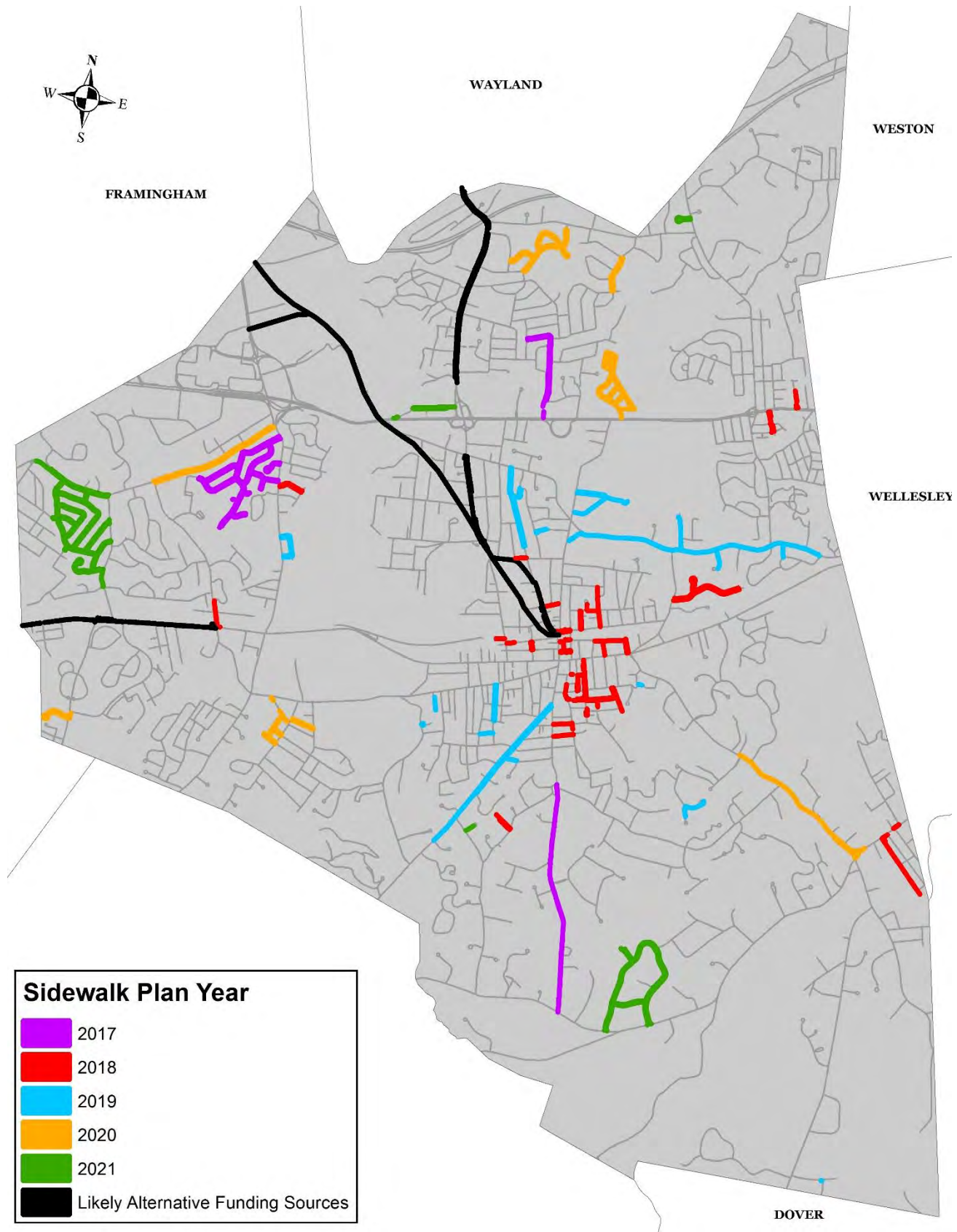


Figure 13 Five Year NPR Based Sidewalk Plan



APPENDIX A:

DATA ATTRIBUTE DICTIONARY

Town of Natick Pedestrian Ramp and Sidewalk Inventory Attribute Definitions

RAMPS:

RAMP ID [RAMP_ID]: Unique number ramp identifier.

INSPECTION DATE [INSP_DATE]: Date attributes were collected.

INSPECTOR [INSP_WHO]: This is initials/identity of data collector.

MATERIAL [RAMP_MATL]: This code represents the ramp/sidewalk material.

- Bituminous Concrete
- Portland Cement Concrete
- Portland Cement Concrete w/Brick Accent
- Wire Cut Brick

RAMP TYPE [RAMP_TYPE]: This represents the type of ramp present.

- Conventional
- Directional
- Narrow Sidewalk
- Other

STREET THRESHOLD OPENS ON [THR_STREET]: Street which ramp threshold opens on

THRESHOLD WIDTH [THR_WIDTH]: Threshold width of ramp

APRON SLOPE [APRON_SL]: Recorded running ramp slope percentage field measurement using 2' Smart level.

LANDING SLOPE [LANDING_SL]: Recorded worst running or cross-slope landing (if substantial landing present) slope percentage field measurement using 2' Smart level.

TACTILE [TACTILE]: Yes or No field identifying whether a tactile panel is present.

LIP [LIP]: Yes or No field identifying whether the ramp surface is not within ¼" of adjacent roadway surface.

APS EXISTENCE [APS_EXIST]: Yes or No field identifying whether the ramp has an Accessible Pedestrian Signal associated with it.

ACCESS [ACCESS]: It has been assumed that many to the existing pedestrian ramps do not meet today's MAAAB requirements. This rating is intended to help identify apparent pedestrian ramps deficiencies to develop a strategy to prioritize repair/upgrade. This rating is a simple visual assessment (no field measurements) as to whether a wheelchair can access this ramp. The following are the accessibility options which were given:

- Ramp Missing
- Landing Missing
- Ramp Has Obstruction
- N/A Ramp Good (or blank)

CROSSWALK [CROSS_]: This is to identify apparent crosswalk deficiencies.

- Crosswalk Sufficient
- Misaligned Crosswalk
- Missing Crosswalk

CROSSWALK CONDITION [CROSS_CON]: Condition of crosswalk.

- New
- Fair
- Replace

NEW CONSTRUCTION [NEW_CONSTR]: Yes or No field identifying whether the ramp was recently constructed.

NOTES [FIELD_NOTE]: Any other comments pertaining to ramp.

AAB COMPLIANT [AAB_COMP]: Yes or No field if the ramp is likely MAAB compliant based on data gathered as part of this project.

NPR PRIORITY VALUE [TOTAL_NPR]: Cumulative NPR score based on distance to distance to High Pedestrian Parcels (Commercial/Retail, Community Center, Parks, etc.), Commuter Stations, Bus Stops, and Ramp Condition. Raw scores for each element are provided

PHOTO LINK [PHOTO_ID]: Picture of ramp taken by inspector on date of inspection.

Town of Natick Pedestrian Ramp and Sidewalk Inventory Attribute Definitions

SIDEWALKS:

SIDEWALK ID [SWK_ID]: Unique number sidewalk identifier.

MATERIAL [SWK_MATL]: This code represents the sidewalk material.

- Bituminous Concrete
- Brick (City Hall Brick, Wire Cut Brick)
- Portland Cement Concrete
- Portland Cement Concrete w/Brick Accent
- Stone Dust/Gravel

INSPECTION DATE [INSP_DATE]: Date attributes were collected.

INSPECTOR [INSP_WHO]: This is initials/identity of data collector.

CURB TYPE [CURB_TYPE]: Type of curb present at sidewalk segment

- Cape Cod Berm
- Monolithic
- Type A BC
- Sloped Granite
- Vertical Granite
- None

CURB REVEAL [CURB_REV]: Average curb reveal along the sidewalk segment in inches.

CROSS SLOPE [SWK_SLOPE]: Recorded average cross-slope field measurement using 2' Smart level.

SIDEWALK WIDTH [SWK_WIDTH]: Recorded average sidewalk width in feet.

SIDEWALK AREA [SWK_AREA]: Geospatially calculated area value based on the size of the segment layer as provided by the City of Somerville.

DAMAGE AREA [DMG_AREA]: Approximated damage area based on field measurements. Damages include sunken or raised curb, hairline cracks, fractured slabs, missing brick, black patches, empty tree pits, tree root lifting of sidewalk, etc.

JURISDICTION [JURISDICTI]: Jurisdiction of sidewalk based on Town provided ownership file (only Public Accepted and Public Unaccepted considered)

SCI [SCI_SCORE]: Sidewalk Condition Index (SCI) value is calculated by:

$$SCI = 100 - ((DAM_AREA / SWK_AREA) * 100)$$

This index is used to indicate sidewalk segment age, density of damage, and ability to plan repairs. SCI ranges from (0-100) and generally categorized as:

RECONSTRUCTION = 0 – 49

LOCALIZED REPAIRS = 50 – 79

DO NOTHING = 80 – 100

TRIP HAZARDS [TRIP_HAZ]: Number of potential trip hazards observed by inspector.

36" PINCH POINTS [PINCH_PT36]: Yes or No field based on if inspector observed a 36" pinch point

60" PINCH POINTS [PINCH_PT60]: Numerical field describing whether inspector observed a 60" pinch point

- 0- No 60" pinch points observed
- 1- 60" pinch point(s) observed, however they are "soft" pinch points which shouldn't give snow plow issues
- 2- 60" pinch point(s) observed which are "hard" pinch points with fixed elements and may give snow plow issues

NOTES [FIELD_NOTE]: Any other comments pertaining to sidewalk

NPR PRIORITY VALUE [TOTAL_NPR]: Cumulative NPR score based on distance to distance to High Pedestrian Parcels (Commercial/Retail, Community Center, Parks, etc.), Commuter Stations, Bus Stops, and Sidewalk Condition.

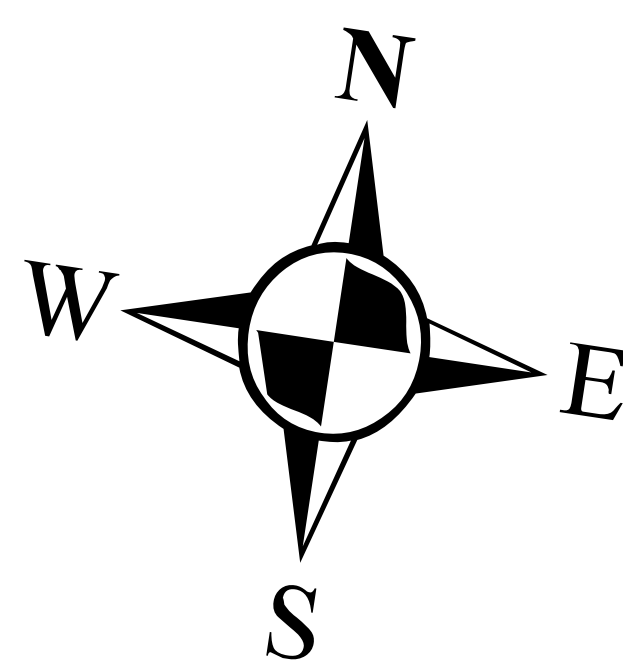
PLAN YEAR [PLAN_YR]: Values based on whether sidewalk is along Natick's 5 Year Roadway Improvement Plan

PHOTO LINK [PHOTO_ID]: Picture of sidewalk taken by inspector on date of inspection.

APPENDIX B:

NETWORK PRIORITY MAPS: SIDEWALKS & RAMPS

Town of Natick Network Sidewalk NPR







FRAMINGHAM

WESTON

WELLESLEY

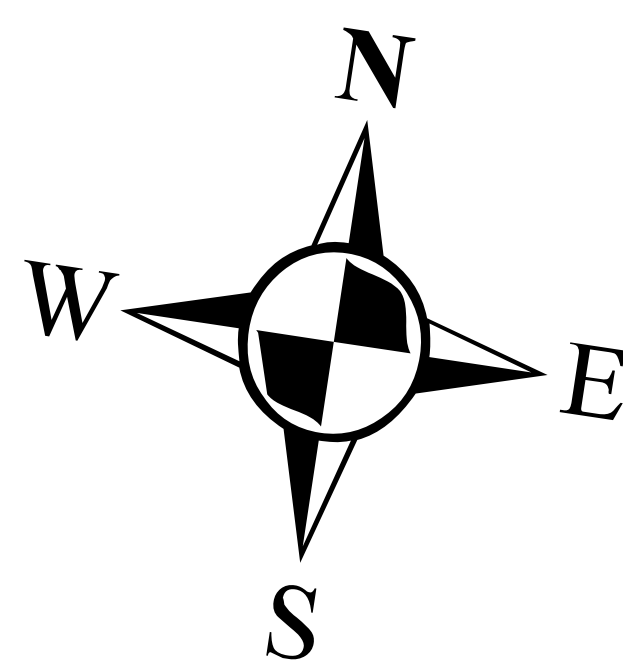
DOVER

Sidewalks NPR

-  Likely Compliant
-  Low Priority [0 - 125]
-  Moderate Priority [126 - 375]
-  High Priority [376 - 1054]

Town of Natick

Network Sidewalk NPR



FRAMINGHAM

WESTON

WELLESLEY

DOVER

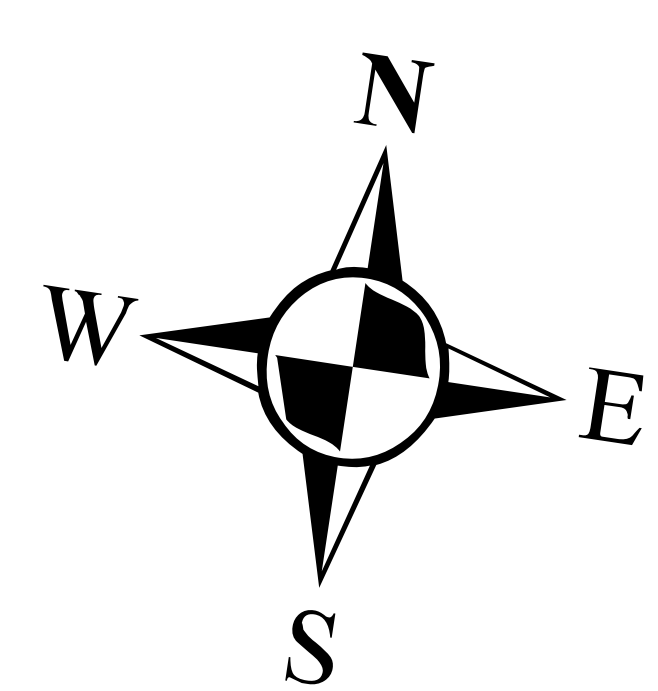
Ramps NPR

- Likely MAAB Compliant
- Low Priority [0 - 210]
- Moderate Priority [211 - 550]
- High Priority [551 - 1350]

APPENDIX C:

\$1.25M FIVE YEAR ROADWAY/SIDEWALK PLAN

\$1.25M Five Year Roadway/Sidewalk Plan



FRAMINGHAM

WESTON

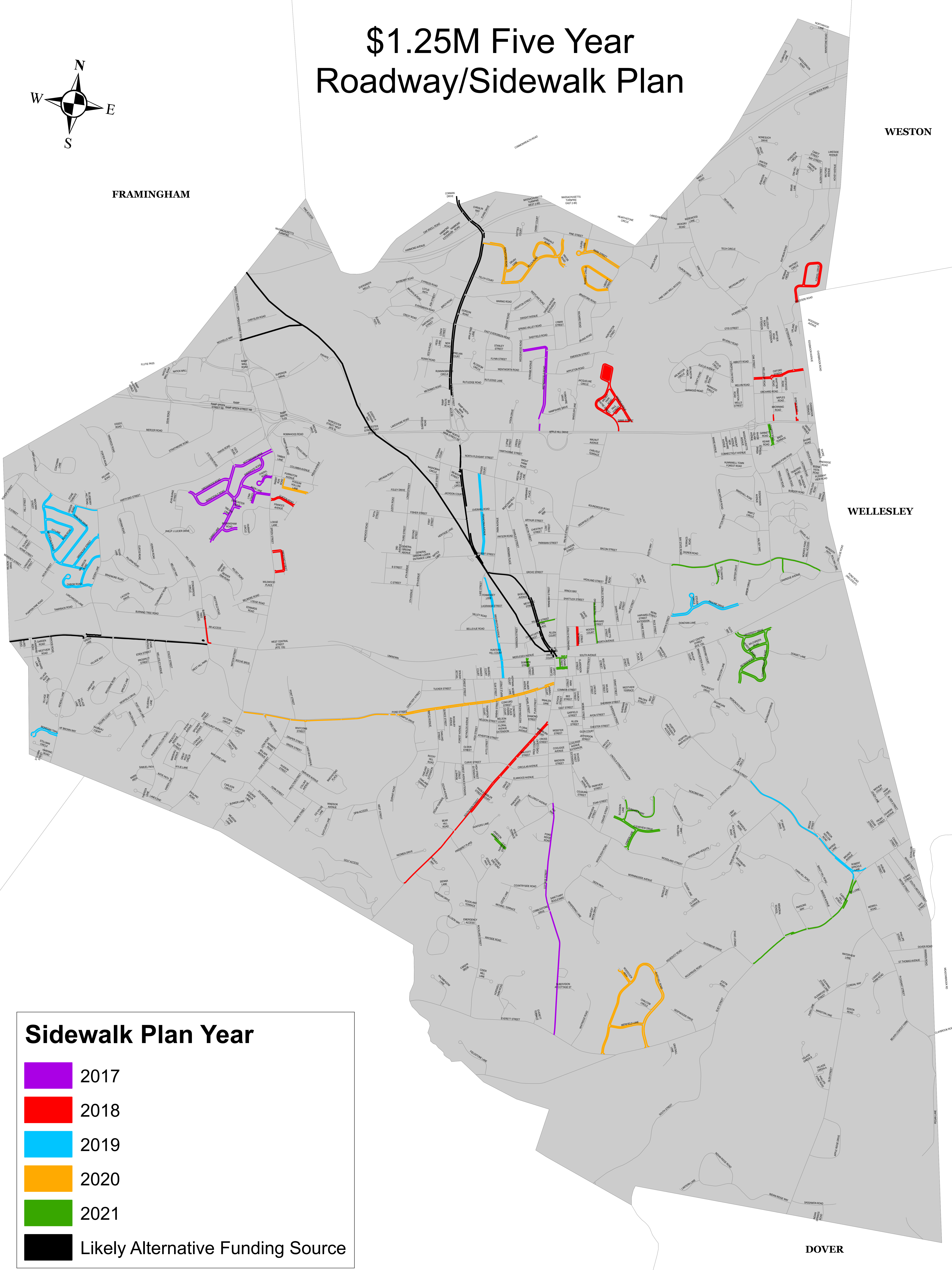
WELLESLEY

DOVER

Sidewalk Plan Year

- 2017
- 2018
- 2019
- 2020
- 2021

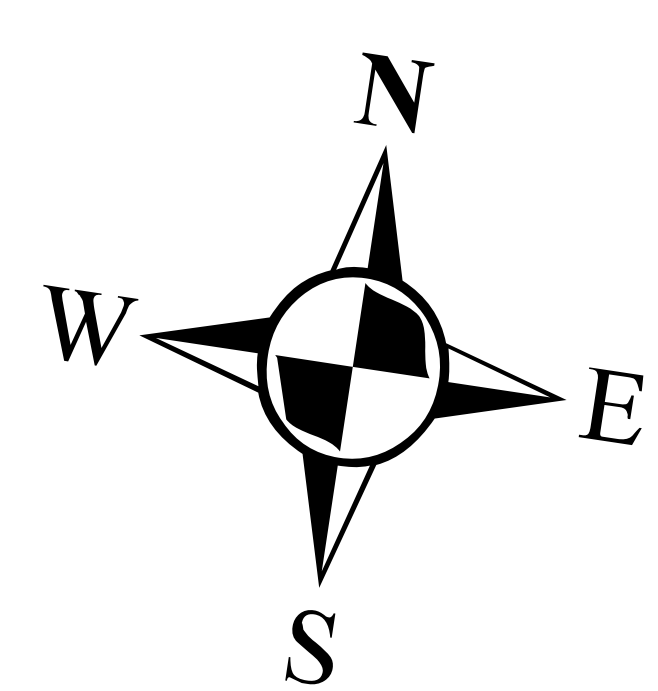
Likely Alternative Funding Source



APPENDIX D:

\$1.25M FIVE YEAR NPR BASED PLAN

\$1.25M Five Year NPR Based Plan



FRAMINGHAM

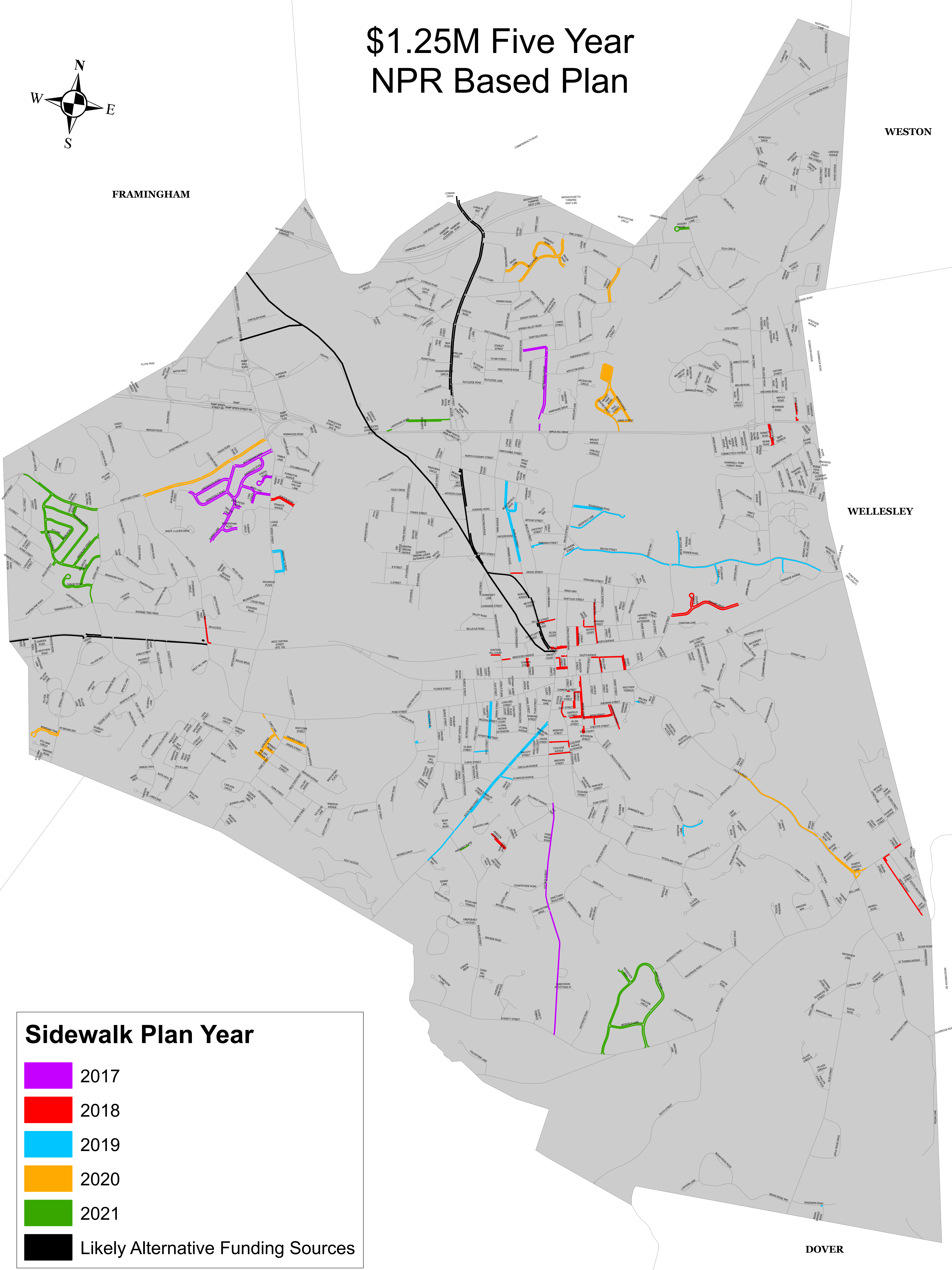
WESTON

WELLESLEY

DOVER

Sidewalk Plan Year

- 2017
- 2018
- 2019
- 2020
- 2021
- Likely Alternative Funding Sources



ITEM TITLE: Review Administrative Approval of Various Licenses and Permits
ITEM SUMMARY:

ITEM TITLE: Camp Arrowhead Update
ITEM SUMMARY:

ITEM TITLE: Correspondence 5/14/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Memorial Day Info	5/10/2018	Cover Memo
Other Correspondence	5/10/2018	Cover Memo
MBTA Public Mtg Notice	5/14/2018	Cover Memo



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

April 28, 2018

Good day to all,

I am inviting you to take part in the Memorial Day events. I am also providing the Memorial Day week events. Memorial Day is on May 28th 2018. An attachment will give the details of the day and the details of the week prior.

Any volunteers would be welcome and I and the Town of Natick would be thankful.

I can be reached by either phone, see below or email.

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"

Memorial Day

Monday May 28th 2018

- | | |
|----------|---|
| 8:15 AM | Flag rising at Moran Park |
| 8:30 AM | Parade forms at Moran Park |
| 8:40 AM | Parade marches to Town Common |
| 9:00 AM | Memorial Day Ceremony |
| | *at Grand Army of the Republic Memorial on the
Town Common |
| 10:00 AM | Parade resumes – marches to cemeteries for a memorial
Services East Central to West Central to Forest to Pond
Streets |
| | <ul style="list-style-type: none">• Old Dell Cemetery• Saint Patrick's Cemetery |
| 11:00 AM | Parade resumes to Indian Burial Grounds for a
Memorial Service |
| 11:15 AM | Service at Indian Burial Ground |
| 11:30 AM | Parade disbands at Indian Burial Ground |

Collation at VFW Post 1274 West Central Street

Very truly yours, Paul E. Carew Veterans Service Officer

Monday, May



Veterans Squares and
s with wreaths

*meet at Veterans Service Office

117 E. Central Street

Wednesday, May 23th

7 PM

Transfer of Flags – Kennedy Jr. High
School

Thursday, May 24th

6:30 PM

Decorate Veterans' Graves with flags

*meet at Old Dell Park Cemetery

Pond Street

Saturday, May 26rd

8:30 AM

Decorate Veterans' Graves with

Geraniums *meet at New Dell

Cemetery Pond Street

**Rain Date for decorating Veterans' graves with flags is Friday, May 27th

Volunteers Needed! Please contact the Town of Natick's Veteran Services Division at: 508-647-6545 or 508-647-6400 ext.1900 for more information.

Monday May 28th

8:30 AM

Parade forms up at Moran Park

At Downtown Train Station

CAPITAL INVESTMENT PLAN

Public Meeting Schedule

The Draft MassDOT & MBTA Capital Investment Plan (CIP) Update for fiscal years 2019–2023 is a multi-billion dollar program that makes long-term, multi-modal investments across the Commonwealth. The CIP covers all MassDOT highway and municipal projects, regional airports, rail and transit, including MBTA and Regional Transit Authorities as well as the Registry of Motor Vehicles. MassDOT will hold a series of public meetings across the Commonwealth to present and discuss the Draft Capital Investment Plan Update. Please join us as we present the Draft CIP Update to seek additional public comments and answer your questions. Your participation is critical to its success!

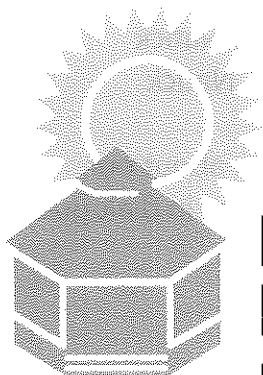
If you are unable to attend a meeting, a copy of the presentation will be available at www.mass.gov/massdot/cip

Public comments may be submitted by email to masscip@state.ma.us.

Public meetings are scheduled as follows:

- **Tuesday, May 15, 6:30 p.m. Boston**
Auditorium, BCYF Mildred Ave,
5 Mildred Avenue
- **Wednesday, May 16, 6:00 p.m. Worcester**
CMRPC, UNUM Building, 1 Mercantile Street
- **Thursday, May 17, 6:30 p.m. Barnstable**
Hyannis Transportation Center,
215 Iyannough Road
- **Thursday, May 17, 6:30 p.m. Springfield**
Pioneer Valley Planning Commission,
60 Congress Street
- **Monday, May 21, 6:30 p.m. Framingham**
Nevins Hall, 150 Concord Street
- **Monday, May 21, 6:30 p.m. Quincy**
Auditorium, Quincy Central Middle School,
875 Hancock Street
- **Tuesday, May 22, 5:30 p.m. Pittsfield**
Berkshire Regional Planning Commission,
1 Fenn Street, Suite 201
- **Wednesday, May 23, 6:30 p.m. Peabody**
Selectman's Conference Room, City Hall
24 Lowell Street
- **Wednesday, May 30, 6:30 p.m. New Bedford**
Auditorium, GNB Voc-Tech,
1121 Ashley Boulevard
- **Thursday, May 31, 6:30 p.m. Fitchburg**
Fire Station, 33 North Street

Locations are accessible to people with disabilities. MassDOT provides reasonable accommodations and/or language assistance free of charge upon request (including but not limited to interpreters in American Sign Language and languages other than English, open or closed captioning for videos, assistive listening devices and alternate material formats, such as audio tapes, Braille and large print), as available. For accommodation or language assistance, please contact Katy Zazzera by phone (857) 368-8986 or by email (Kathryn.Zazzera@dot.state.ma.us). Requests should be made as soon as possible prior to the meeting, and for more difficult to arrange services including sign-language, CART or language translation or interpretation, requests should be made at least ten (10) business days before the meeting.



RENEWABLE NATICK

renewablenatick.org Let's do this!

*We'd love your
input on this*

May 6, 2018

Dear

Amy

Renewable Natick is a citizen-led grassroots effort to increase our use of renewable energy sources and improve energy efficiency, which will lower our community's greenhouse gas emissions (more on back).

We are reaching out to all Natick Town Meeting Members and relevant boards and committees. Your participation and feedback is crucial to the success of this effort to create a more sustainable community, and to do our part to provide a healthy planet for future generations. Part of our plan is to submit a Resolution at the 2018 Fall Annual Town Meeting, which would lay out a roadmap for achieving our goals for sustainable electricity, transportation, and heating/cooling.

To learn more about this Resolution and our overall vision, you are warmly invited to an informational Open House on either Wed, May 23rd, Wed, July 25th, or Sun, Sep 23rd (details on back). Your RSVP is requested by email: info@renewablenatick.org. We also welcome your participation at our next monthly planning meeting on Sunday, June 3rd, from 2:30-4:00pm at Common Street Spiritual Center.

Thank you for your time and attention to this letter. Please visit renewablenatick.org for more information.

Sincerely yours,

Heidi Kessel

and the Renewable Natick Planning Team:

Carey Buttfield

Pat Conaway

Leslie Githens

Tien Lum

Deborah Marion

Ian Mevorach

Upcoming Monthly Meetings – All are welcome!

Sunday, June 3, 2:30-4pm, Common Street Spiritual Center, 13 Common St., Natick

Sunday, July 8, 2:30-4pm, Common Street Spiritual Center, 13 Common St., Natick

Open House Parties – At these events there will be an opportunity to learn about our vision, give input on our draft Resolution for Town Meeting 2018, and engage in dialogue about how to create a “Renewable Natick.”

Wednesday, May 23, 7-9:30pm, Hosted by Leslie Githens
2 Sawin Street, Natick, MA 01760

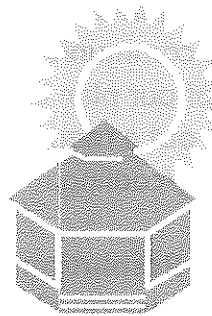
Wednesday, July 25, 7-9:30pm, Hosted by Carole Berkowitz
9 Crescent Street, Natick, MA 01760

Sunday, Sep 23, 3-5pm, Hosted by Debby Marion
4 Townsend Circle, Natick, MA 01760

Please RSVP at info@renewablenatick.org

The Vision:

- Natick reduces its energy use and is powered by 100% renewable energy sources, rather than fossil fuels, which contribute to climate change.
- Energy that is locally sourced and produced, contributing to the resiliency of our local economy.
- A healthy climate for future generations of human and non-human life on planet Earth, our common home.



**RENEWABLE
NATICK**

renewablenatick.org Let's do this!

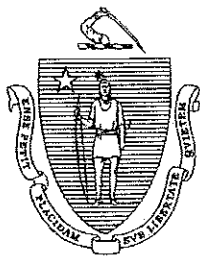
Immediate Steps: The adoption of an official and actionable Resolution by our town government, to be presented at the 2018 Fall Annual Town Meeting.

Intended Results: Empower Town Administration to advance ambitious plans for energy efficiency and renewable energy.

Additional Beneficial Outcomes:

- Natick would join the many towns in Massachusetts that are leading this move; Massachusetts would in turn lead our nation to transition to renewable energy sources, contributing to a global effort.
- Fostering new relationships between like-minded groups, leaders, and concerned citizens, strengthening our capacity for future environmental and social justice initiatives in our town.

We welcome all who live, work, and play in Natick to participate – **Let's do this!**



The Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES
STATE HOUSE, BOSTON 02133-1054

DAVID PAUL LINSKY
REPRESENTATIVE
5TH MIDDLESEX DISTRICT
NATICK - SHERBORN - MILLIS

Committees on:
Chairman, House Committee on
Post Audit & Oversight

STATE HOUSE, ROOM 146
TEL. (617) 722-2575
FAX (617) 722-2238
David.Linsky@MAhouse.gov

April 27, 2018

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

Dear Executive Director Mohler:

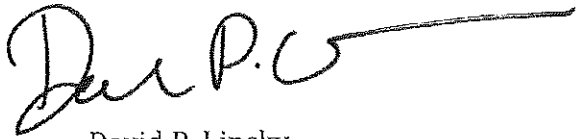
As the legislative delegation for the Town of Natick, we write to respectfully request the Boston Region Metropolitan Planning Organization's consideration of the changes recommended in FY2018-2022 TIP Amendment Four, relative to construction funding for the Cochituate Rail Trail (CRT), MassDOT Project 607732. We thank MassDOT for recommending the increased funding level of \$12,074,327, which reflects the updated Construction Cost Estimate from the 75% design.

The proposed TIP funding will have a profound impact on our constituents, the Town of Natick, as well as resident across the Commonwealth who would utilize the trail. This project, which began over a decade ago, has broad community support and will run from the Village of Saxonville in Framingham to Natick Center, thus linking many of the region's economic, employment, transportation, and residential hubs. The CRT will enhance access to the Natick Soldier Systems Center, Lake Cochituate State Park, the Natick Mall, TJX Companies, Math Works, and over 1,000 units of new housing to support the growing regional workforce.

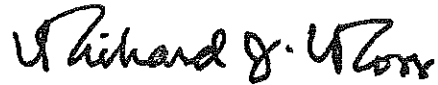
Also included on the TIP Amendment Four is the proposed removal of the Natick Bridge Replacement (#605313), currently scheduled for FY2021-FY2022. The replacement of this structurally deficient, 87-year old bridge and interchange is a priority for the MetroWest. We have been informed by Town officials that this project will be resubmitted for a future TIP amendment, and that it will move forward with a revised 25% design based on community feedback.

We appreciate your continued commitment to the MetroWest's transportation infrastructure. Thank you for your consideration, and please do not hesitate to contact our offices if you have any questions or concerns.

Sincerely,



David P. Linsky
State Representative
Fifth Middlesex District



Senator Richard J. Ross
State Senator
Norfolk, Bristol, and Middlesex



Karen E. Spilka
State Senator
Second Middlesex and Norfolk

CC: Natick Board of Selectmen

SOUTH MAIN – EVERETT – ROCKLAND STREET
NEIGHBORHOOD ASSOCIATION

IN SUPPORT OF FAIR AND REASONABLE RESIDENTIAL DEVELOPMENT

April 30, 2018

Town of Natick
Selectman
Conservation
Planning Board

Dear Town Officials,

There is a significant section of Wetland that has been destroyed by Mr. James Brochu, Brochu Bros. Landscaping, under the guidance and approval of the Landowner Michael Mabardy. This has been reported to Town Officials in the past, On September 12, 2007 Robert Bois, Conservation Agent, notified Mr. Brochu that the Conservation Commission had reviewed a request for Certificate of Compliance for 266 South Main St. DEP File #233 – 123 and had refused to issue a certificate of compliance for the following reasons:

- 1) Original approval issued to Richard Connors "Natick Nursery" only allowed for one building. There currently are two buildings plus additional structures never approved or permitted.
- 2) The drainage area that existed in the past had been filled in, and the approved drainage system and footbridge was never constructed.
- 3) Approximately a third of an acre of wetland area (BVW) is filled in as shown on the As Built Plans (much more since 2007).
- 4) The existing finish grade is different than the approved grade (and changed even more since 2007).
- 5) Noted loss in on-site flood storage.
- 6) Material stored inside the "No Disturb" area of the 100' buffer of the wetlands. (See enclosed letter)

Mr. Connors approval was for a small (Maximum 3 employees) nursery with most of the nursery stock grown on site. This should not be a construction

company with over 8 trucks, front end loaders, trailers, and other construction related equipment. Also he employs many construction laborers.

Mr. Brochu has moved his company across the street to the corner of Rte 27 and West St. on a residential property he owns that many years ago had a small paving company storing their equipment on this land. However, any grandfathered use has clearly expired because it has not been used for many years.

The Town should address this issue before it again expands into a large construction company use. Also a single / 2 family has been expanded to a multi family building.

As for my main reason for writing, this zoning issue and wetland destruction on the Mabardy property should be addressed. The Marbardy's, both Mike and Nick who is the former Police Chief and Town Selectman have been allowed to disregard zoning and usage regulation as well as wetland issues for years. I do hope this is not because Nick Mabardy was taking advantage of his position in Natick to cover his brothers wrong doing (in many cases they are co-owners). We do not believe the Mabardy's have the proper (if any) licenses to park tow truck (frequently on the sidewalk) at their gas station on South Main Street or store and sell the many vehicles stored at the same property as well as behind the Gas Station they own on North Main St. as well. Many of these vehicles are not registered, this should also be reviewed by the appropriate town officials.

Thank you,
Neighborhood Association

September 12, 2007

Mr. James Brochu
Brochu Bros. Landscaping
226 South Main Street
Natick MA, 01760

Dear Mr. Brochu:

The Natick Conservation Commission reviewed a Request for Certificate of Compliance for 266 South Main Street, DEP file number 233-123 at its September 6, 2007 meeting. The request was submitted to the Commission on your behalf by the firm of MacCarthy and Sullivan Engineering, Inc. and was accompanied by As-Built-Plans for the project approved by the Commission in March 1985 to the then project proponent Richard Connors.

In accordance with 310 CMR 10.05(9) c, please be advised the Commission voted at its September 6, 2007 meeting to refuse to issue a Certificate of Compliance because of the following reasons:

1. The original approval was for the construction of one building. The As-Built-Plans show two buildings, several concrete storage bins and a covered storage area presently occupy the site;
2. The drainage area that existed in the past has been filled in and the approved 12 inch drain pipe and footbridge were not constructed;
3. Approximately a third of an acre of wetland area (BVW) is filled as should on the As-Built-Plans;
4. The existing finished grade is different than the approved grade;
5. There is a noted loss in on-site flood storage; and
6. There is material stored inside the "no disturb" area of the 100 foot buffer of the present wetland area (BVW).

Please plan on attending the next meeting of the Conservation Commission scheduled for September 20, 2007 to start the discussion on what must be done to return to compliance with the original Order of Conditions, DEP file number 233-123. Please call me at (508) 647-6452 if you have question with regard to this letter and thank you in advance for your continued and anticipated cooperation.

Sincerely

Robert Bois
Conservation Agent

CC: Mike M and Richard Connors



Natick Public Schools
Wilson Middle School
22 Rutledge Road, Natick, MA 01760

Teresa Carney, Principal
Niall Carney, Vice Principal
Susan Graf, Vice Principal
508-647-6670

May 2, 2018

Mrs. Amy Mistrot, Chairperson
Natick Board of Selectmen
13 East Central Street
Natick, MA 01760

Dear Mrs. Mistrot:

I am pleased to invite you to attend the 94th Annual Transfer of Flags Ceremony, which will be held at the Kennedy Middle School on Wednesday, May 23rd, 2018 at 7:00 P.M. This traditional patriotic program is co-sponsored by the E.P. Clark Post #107 of the American Legion and the Natick Public Schools. It has become part of the fabric of the town and signals the beginning of Memorial Day weekend activities.

As a distinguished Town Official, you will be seated on stage during the program and will be recognized from the podium. If you are unable to attend I would appreciate it if you could select a designee to represent you and your department. Please meet me prior to the program in the lobby of the Kennedy Middle School Auditorium at 6:45 P.M. as we (you and other invited guests) will proceed to the stage as a group.

I look forward to seeing you on the 23rd.

Sincerely,

Niall Carney
Vice Principal
Transfer of Flags Coordinator

Natick Public Schools does not discriminate on the basis of race, creed, color, sex, age, gender identity, religion, nationality, sexual orientation, disability, pregnancy and pregnancy-related conditions, physical and intellectual differences, immigration status, or homeless status.

Natick Schools Central Office:
13 East Central Street
Natick MA 01760
<http://www.natickps.org>
508-647-6500 (phone)
508-647-6506 (fax)
www.facebook.com/natickps

**YOU ARE CORDIALLY INVITED TO
ATTEND THE
NATICK POLICE DEPARTMENT'S
18TH ANNUAL**

*Peace Officers'
Memorial Ceremony*

**PLEASE JOIN US
AS WE PAY TRIBUTE TO
LOCAL, STATE AND FEDERAL
LAW ENFORCEMENT OFFICERS**

TUESDAY, MAY 15TH, 2018 10:00 AM

**GUEST SPEAKER
HAROLD "HANK" SHAW
SPECIAL AGENT IN CHARGE
FBI - BOSTON**

**On the grounds of the Natick Police Department
20 East Central Street
Natick, MA**

Please join us for a collation immediately following the ceremony

RSVP: Marylee Watkins at (508) 647-9510 extension 2625
Watkins@natickpolice.com



MBTA NATICK CENTER STATION ACCESSIBILITY PROJECT

Public Meeting Notice

The MBTA's Natick Center Station Accessibility Project would like to invite the public to an informational meeting and discussion of potential future improvements to the downtown Commuter Rail Station. The meeting information is as follows:

**Wednesday, May 23, 2018
6:30 to 8:00 PM
Morse Institute Library
Lebowitz Meeting Room, Lower Level
14 East Central Street
Natick, MA 01760**

This is the first of several planned meetings to be hosted by the project to discuss the design of proposed upgrades and improvements to make the Natick Center Commuter Rail Station accessible to all MBTA customers and members of the community.

For more information or if you have any questions on the project, please contact JNolan@citypointpartners.com.

This meeting location is accessible to people with disabilities. MassDOT provides reasonable accommodations and/or language assistance free of charge upon request (including but not limited to interpreters in American Sign Language and languages other than English, open or closed captioning for videos, assistive listening devices and alternate material formats, such as audio tapes, Braille and large print), as available.

For accommodation or language assistance, please contact MassDOT's Chief Diversity and Civil Rights Officer by phone (857-368-8580), fax (857-368-0602), TTD/TTY (857-368-0603) or by email MASSDOT.CivilRights@dot.state.ma.us.

Requests should be made as soon as possible prior to the meeting, and for more difficult to arrange services including sign-language, CART or language translation or interpretation, requests should be made at least ten business days before the meeting.